

NAVY PIER
LEASE AGREEMENT
BETWEEN
NAVY PIER, INC.
(“LANDLORD”)
and
CHEF ART SMITH NAVY PIER, LLC
(“TENANT”)

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ATTACHMENTS

The following attached documents shall be incorporated herein and shall be made part this Lease:

Exhibit A	Location of Premises, Outdoor Serving Area, Family Pavilion Area, Food Experience, and Family Pavilion Food Experience Map – Attached
Exhibit B	Reserved
Exhibit C	Form of Letter of Credit
Exhibit D	Navy Pier Design Manual
Exhibit E	Collateral
Exhibit F	Navy Pier Tenant Guidelines
Exhibit G	Form of Affidavit of Ownership Interest
Exhibit H	Form of Estoppel Certificate
Exhibit I	Reserved
Exhibit J	Tenant's Initial Menu
Exhibit K	Insurance Requirements
Exhibit L	Reserved
Exhibit M	Rent Table

LEASE AGREEMENT

THIS LEASE AGREEMENT (“Lease”) is made as of this 11th day of May, 2020 (“**Lease Commencement Date**”), between Navy Pier, Inc., an Illinois not-for-profit corporation (“**Landlord**”), and Chef Art Smith Navy Pier, LLC, an Illinois Limited Liability Company, (“**Tenant**”).

RECITALS

A. Landlord is the operator of the entertainment, cultural, exhibition, and retail facilities known as Navy Pier®, located at 600 East Grand Avenue, Chicago, IL 60611 (“**Navy Pier**”), which Landlord subleases from Metropolitan Pier and Exposition Authority;

B. Tenant wishes to lease certain property from Landlord at Navy Pier; and

C. Landlord is willing to lease certain property to Tenant, and grant it permission to operate its business at Navy Pier, in accordance with the terms and provisions set forth below.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth in this Lease, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the undersigned, the parties hereto hereby agree as follows:

Article I - DEFINITIONS AND ATTACHMENTS

Section 1.1 Certain Defined Terms.

Certain terms, as used herein, each of which is capitalized, shall have the following meanings:

“**ADA**” shall have the meaning set forth in Section 18.8.

“**Additional Rental**” shall have the meaning set forth in Section 5.1(a)(v).

“**Affiliate**” shall have the meaning set forth in Section 16.2(a).

“**Annual Base Rental**” shall have the meaning set forth in Section 5.2.

“**Annual Breakpoint**” is shown on Exhibit M and shall have the meaning set forth in Section 5.4.

“**Bankruptcy Code**” shall have the meaning set forth in Section 17.1(i)(x).

“**Casualty**” shall have the meaning set forth in Section 14.1(a).

“**Collateral**” shall mean all goods, inventory, equipment, fixtures, and all personal property belonging to Tenant or in which Tenant has an interest which are or may be affixed or attached to or otherwise placed upon the Premises during the Term, if any, all proceeds of the foregoing, and all of the other rights and property, as more fully described on the attached Exhibit E.

“Common Area Maintenance Contribution” shall have the meaning set forth in Section 5.7.

“Common Areas” shall mean those areas and facilities, which will be designated as such by Landlord for the non-exclusive, general common use of Retail Tenants and other occupants and tenants, their officers, agents, employees, and customers, as the same may be altered, reduced, expanded, or replaced by Landlord from time-to-time. The presence of carts or kiosks within certain areas and facilities shall not alter the character of an area as Common Areas.

“Default Rate” shall mean an annual rate of interest equal to the lesser of: (i) the maximum rate of interest for which Tenant may lawfully contract in the State of Illinois; or (ii) eight percent (8%) per annum.

“Department” shall have the meaning set forth in Section 18.12(a).

“Draw Proceeds” shall have the meaning set forth in Section 5.9(b)(vi).

“Environmental Indemnified Parties” shall have the meaning set forth in Section 8.9(e).

“Environmental Laws” shall have the meaning set forth in Section 8.9(a).

“Event of Default” shall have the meaning set forth in Section 17.1.

“Expiration Date” shall mean December 31 of the tenth (10th) Lease Year or if the Lease is properly renewed, at the end of the Renewal Term(s).

“Family Pavilion” shall, as of the Lease Commencement Date, mean the currently existing structures, as well as structures constructed or improved by Landlord and located at the western most point of Navy Pier, which currently includes: the Chicago Children’s Museum; Navy Pier’s 300-seat AMC IMAX® Theatre; Crystal Gardens; a 22,000 square foot indoor botanical garden. The Family Pavilion area also currently include: a number of sit-down restaurants; the Food Experience; and additional specialty stores. Landlord reserves the right to configure, reconfigure, redevelop, expand, contract, relocate, and/or close the Family Pavilion and/or portions thereof, and nothing contained in the foregoing definition, or elsewhere in this Lease, shall require Landlord to maintain any or all of the aforementioned structures, uses, or attractions.

“Family Pavilion Area” shall, as of the Lease Commencement Date, mean that certain parcel of land, situated and lying in the City of Chicago which is more particularly illustrated on Exhibit A, and upon the opening of business with the public of any expansion of the Family Pavilion on any property adjacent to the Family Pavilion Area. The definition of the Family Pavilion Area shall be subject to amendment, based on Landlord’s determination of the definition of the Family Pavilion, as same may change from time-to-time.

“First Renewal Option” shall have the meaning set forth in Section 3.2.

“First Renewal Option Notice” shall have the meaning set forth in Section 3.2.

“First Renewal Term” shall have the meaning set forth in Section 3.2.

“Food Experience” shall, as of the Lease Commencement Date, mean that part or parts of the Common Areas designated from time-to-time by Landlord, for seating of customers of Retail Tenants engaged in the retail sale of prepared food or beverages and that part or parts of the Family Pavilion and the Family Pavilion Area ancillary to such part or parts of the Common Areas, all of which are designated by Landlord, from time-to-time, in its sole discretion, for the exclusive use of such Retail Tenants, as more fully illustrated on Exhibit A.

“Gross Sales” has the meaning as set forth in Section 5.5.

“Landlord's Leasable Retail Area” means the aggregate amount of square feet of leasable area located in the interior of the Family Pavilion and designated for the exclusive use and occupancy of Retail Tenants; specifically excluding Common Areas, storage areas (other than storage areas located within the Premises and other premises leased to Retail Tenants) for the sale of goods, wares, merchandise or services, and areas used for Landlord's management and promotion offices. With respect to premises leased to Retail Tenants, Landlord's Leasable Retail Area shall be determined from the amount of square feet set forth in the individual leases. The remaining Landlord's Leasable Retail Area shall be calculated by measuring each premises as follows: (a) with respect to the front and rear width thereof, from the exterior face of the adjacent exterior or corridor wall or, if none, from the center of the demising partition, to the exterior face of the opposite exterior or corridor wall or, if none, to the center of the opposite demising partition, and (b) with respect to the depth thereof, from the front lease line to the exterior face of the rear exterior wall or corridor wall or, if none, to the center of the rear demising partition; in no case shall there be any deduction for columns or other structural elements.

“Hazardous Materials” shall have the meaning set forth in Section 8.9(a).

“Late Charge” shall have the meaning set forth in Section 5.5(b).

“Lease Commencement Date” shall be the date set forth above in the Preamble.

“Lease Year” shall mean each consecutive twelve (12) month period beginning January 1st and expiring December 31st each calendar year during the Term. Provided, the first Lease Year shall begin with the Rent Commencement Date and end on December 31 of the next full calendar year following the Rent Commencement Date.

“Letter of Credit” shall have the meaning set forth in Section 5.9(a).

“Manual” shall have the meaning set forth in Section 7.1(a).

“Marketing and Advertising Contribution” shall have the meaning set forth in Section 18.2.

“MBE” shall have the meaning set forth in Section 7.2(f).

“Navy Pier” shall have the meaning set forth in Recital A of this Lease, and shall include, Navy Pier and the other areas and facilities presently designated as the Food Experience, Navy Pier Park, the South Dock and Festival Hall, as the same may be altered, reduced, expanded, or replaced by Landlord from time-to-time.

“Navy Pier Design Manual” shall have the meaning set forth on the attached Exhibit D.

“Navy Pier Marks” shall have the meaning set forth in Section 11.1.

“Navy Pier Tenant Guidelines” shall mean the rules and regulations attached as Exhibit F hereto, as amended from time-to-time.

“Official Brands” shall have the meaning set forth in Section 11.2.

“Operating Hours” shall mean every day of the year (except Thanksgiving and Christmas Day) during operating hours to be established from time-to-time by Landlord. Unless otherwise changed by Landlord, the minimum hours of operation as follows:

- (i) 11:00 a.m. through 10:00 p.m. (Sundays through Thursdays), and 11:00 a.m. through 12:00 Midnight (Fridays and Saturdays) from the Friday before Memorial Day through Labor Day;
- (ii) 11:00 a.m. through 8:00 p.m. (Sundays through Thursdays), 11:00 a.m. through 10:00 p.m. (Fridays and Saturdays) from Labor Day through October 31, and from April 1 through the Thursday before Memorial Day; and
- (iii) 11:00 a.m. through 8:00 p.m. (Mondays through Thursdays), 11:00 a.m. through 10:00 p.m. (Fridays and Saturdays), and 11:00 a.m. through 7:00 p.m. (Sundays) from November 1 through March 31.

“Outdoor Serving Area” means the approximately 3,842 SF (Outdoor Dining) of outside patio space adjacent to the Premises shown on Sheet A-2 of Exhibit A, as it may be reconfigured by Landlord from time to time in Landlord's reasonable discretion. Provided, the use of such area is contingent upon meeting applicable laws, including building and fire code requirements related to access and egress.

“Parking Garage” shall have the meaning set forth in Section 18.1(a).

“Percentage Rent” is shown on Exhibit M and shall have the meaning set forth in Section 5.4.

“Permitted Use” The Premises shall be used for full service restaurant with food and alcohol.

“Person” shall mean an individual, corporation, partnership, firm, trust, limited liability company, business association, or governmental entity, as the context requires.

“Premises” shall mean the premises identified on Exhibit A as Space GF-20, consisting of 5,142 Leasable square feet of interior restaurant and kitchen space (Interior Space). Rent will be calculated based on the SF of the Interior Space. Exhibit A is diagrammatic only intended to show the planned dimensions and size of the Premises and is not intended to show the exact leasing

lines of the Premises. Upon completion of Tenant Improvement, the dimensions and size of the Premises shall be field verified and, if the size of the Premises is determined to be 1% or more smaller than that projected in Exhibit A, the Rentals shall be adjusted accordingly.

“Premises Delivery Date” shall have the meaning set forth in Section 2.3.

“President/CEO” shall have the meaning set forth in Section 8.9(h).

“Prime Landlord” shall have the meaning set forth in Section 18.31.

“Prime Lease” shall have the meaning set forth in Section 18.31.

“Release” shall have the meaning set forth in Section 8.9(a).

“Renewal Option” shall have the meaning set forth in Section 3.2.

“Renewal Option Notice” shall have the meaning set forth in Section 3.2.

“Relocated Premises” shall have the meaning set forth in Section 18.30(a).

“Relocation Date” shall have the meaning set forth in Section 18.30(a).

“Relocation Notice” shall have the meaning set forth in Section 18.30(a).

“Renewal Term” shall have the meaning set forth in Section 3.2.

“Rent Commencement Date” shall be the earlier of: (i) the date on which Tenant conducts business in the Premises; or (ii) 180 days after the later of (a) the Premises Delivery Date and (b) Tenant’s receipt of building permits. Tenant shall undertake commercially reasonable efforts to promptly and properly apply for, and diligently pursue, all permits necessary to construct/buildout the Premises, and to complete such construction/buildout. Tenant shall further take all commercially reasonable efforts to open and begin operating within the Premises no later than the Rent Commencement Date.

“Rental” shall have the meaning set forth in Section 5.1(a).

“Retail Tenant” shall mean any tenant in Navy Pier that is engaged primarily in selling goods, wares, merchandise, or services to the public, including museums, restaurants, and the wide-screen theater. Tenant shall be deemed a Retail Tenant unless otherwise expressly provided in this Lease.

“Sales Report” shall have the meaning set forth in Section 5.5(b).

“Schedule” shall have the meaning set forth in Section 18.30(h).

“Second Renewal Option” shall have the meaning set forth in Section 3.2.

“Second Renewal Option Notice” shall have the meaning set forth in Section 3.2.

“**Second Renewal Term**” shall have the meaning set forth in Section 3.2.

“**Security Deposit**” shall have the meaning set forth in Section 5.9(a).

“**Food Experience**” shall, as of the Lease Commencement Date, mean that area of Navy Pier so illustrated on Exhibit A. The Food Experience shall be subject to change at the discretion of Landlord.

“**Sponsorship Agreement**” shall have the meaning set forth in Section 11.2.

“**Taxes**” shall have the meaning set forth in Section 6.1.

“**Tenant Concept Plan**” shall mean the site map, photos, narrative, and other materials depicting with sufficient detail, as required by the Landlord, the anticipated build out of the Premises and upon which the initial and future Tenant Improvement Plans will be prepared.

“**Tenant Improvements**” shall mean upgrades, remodeling, alteration, fixtures, and other physical enhancements in and/or to the Premises.

“**Tenant Improvements Plans**” shall mean the plans and specifications for any Tenant Improvements, including a schedule for such work. Such Tenant Improvement Plans shall also include evidence that the Tenant has the financial ability to commence and complete the proposed Tenant Improvements within the projected time period.

“**Tenant Notice Address**” shall mean: An Art Smith Restaurant- Name TBD

“**Tenant Party**” shall have the meaning set forth in Section 8.9(d).

“**Tenant Trade Name**” shall mean “ ”, or any other such restaurant name approved in Landlord’s reasonable discretion owned by, or otherwise affiliated with, Art Smith.

“**Term**” shall have the meaning set forth in Section 3.1.

“**TI**” shall have the meaning set forth in Section 18.30(h)(ii).

“**Title III**” shall have the meaning set forth in Section 18.8.

“**WBE**” shall have the meaning set forth in Section 7.2(f).

Article II - DEMISED PREMISES

Section 2.1 Demise.

Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Premises, for the Term, including any Renewal Term, and at the Rental set forth in Section 5.1 below.

Section 2.2 Quiet Enjoyment.

Tenant, on paying all sums herein called for and performing and observing all of its covenants and agreements hereunder, shall and may peaceably and quietly occupy and use the Premises during the Term subject to the provisions of this Lease, all matters of record affecting Navy Pier including the Prime Lease (defined hereafter), and all applicable laws, rules, and regulations. Landlord agrees to defend Tenant's right to such occupancy against the claims of any persons lawfully claiming the same or any part thereof by, through, or under Landlord, subject to the provisions of: this Lease; all matters of record affecting the Navy Pier including the Prime Lease; and all applicable governmental laws, rules, and regulations.

Section 2.3 Delivery of Premises.

(a) Landlord shall deliver the Premises October 1, 2020 (the "**Premises Delivery Date**"). The Parties shall execute an acknowledgement prepared by Landlord and reasonably acceptable to Tenant evidencing the Premises Delivery Date.

(b) Effective on the Premises Delivery Date, Tenant shall be deemed to have (i) accepted the Premises, and (ii) confirmed that the Premises are satisfactory to Tenant in all respects and in the condition called for by this Lease. Tenant acknowledges and agrees that, except as may otherwise be specifically provided herein, (1) Tenant accepts the Premises in "**AS-IS,**" "**WHERE-IS**" condition as of the Premises Delivery Date, (2) there is no agreement of Landlord to alter, remodel, decorate, or improve the Premises, the Family Pavilion, the Food Experience, or Navy Pier, and (3) no representation regarding the condition of the Premises, or the tenants (whether current or future), uses (whether current or future) or condition of the Family Pavilion, the Food Experience, or Navy Pier, have been made by or on behalf of Landlord or relied upon by Tenant. Notwithstanding the foregoing, prior to the Premises Delivery Date, Landlord shall cause (A) the Premises to be in compliance with the terms and provisions of the Prime Lease, and (B) all base building systems, equipment, utilities, and structural components serving the Premises shall be in good working order, condition, and repair. Landlord represents that all utilities are separately metered and that such meters are in place. Any change or upgrade shall be at Tenant's expense.

Article III - TERM; TERMINATION; HOLDING OVER; SURRENDER

Section 3.1 Term.

(a) The Term shall be that period of time commencing on the Premises Delivery Date and ending on the Expiration Date.

Section 3.2 Renewal.

(a) Provided that: (i) Tenant's Gross Sales for the ninth (9th) Lease Year are greater than or equal to \$1,200 per sq foot of the premises (Six Million One Hundred Seventy Thousand, Four Hundred and No/100 Dollars (\$6,170,400.00)); (ii) Tenant completes the work described in Section 7.6 hereof with respect to the First Renewal Term within the time frames set forth therein; and (iii) there is then no Event of Default by Tenant beyond any applicable notice and cure period under this Lease, then Tenant shall have the option to renew the Term (the "**First Renewal Option**") for an additional five (5) year period commencing immediately upon expiration of the Initial Term (referred to as the "**First Renewal Term**"). In order to properly exercise the First

Renewal Option, Tenant shall deliver written notice to Landlord ("First Renewal Option Notice") no later than December 31 of the ninth (9th) Lease Year.

(b) Provided that (i) Tenant has theretofore exercised the First Renewal Option as herein provided; and (ii) that Tenant's Gross Sales for the fourteenth (14th) Lease Year are greater than or equal to \$1,400 per sq foot of the premises (Seven Million, One Hundred Ninety-Eight Thousand, Eight Hundred and No/100 Dollars (\$7,198,800.00)); and (iii) Tenant completes the work described in Section 7.6 hereof with respect to the Second Renewal Term within the time frames set forth therein; and (iv) there is then no Event of Default by Tenant beyond any applicable notice and cure period under this Lease, then Tenant shall have the option to further renew the Term (the "Second Renewal Option") for an additional five (5) year period commencing immediately upon expiration of the First Renewal Term (referred to as the "Second Renewal Term"). In order to properly exercise the Second Renewal Option, Tenant shall deliver written notice to Landlord ("Second Renewal Option Notice") no later than December 31 of the fourteenth (14th) Lease Year.

(c) Within thirty (30) days after Tenant exercises the First Renewal Option or the Second Renewal Option, as the case may be, as aforesaid, Landlord and Tenant shall execute a mutually and reasonably acceptable amendment to this Lease evidencing all of the following: (i) the exercise by Tenant of the First Renewal Option or the Second Renewal Option, as the case may be; (ii) the expiration of the Term, as extended by the exercise of the First Renewal Option or the Second Renewal Option, as the case may be; (iii) the Rental due Landlord for the First Renewal Term or the Second Renewal Term, as the case may be; and (iv) such other facts as may be mutually and reasonably acceptable to Landlord and Tenant.

(d) Failure to give the First Renewal Option Notice or the Second Renewal Option Notice, as the case may be, by the outside delivery date therefor as above provided shall constitute an election by Tenant not to exercise the First Renewal Option or the Second Renewal Option, as the case may be, and this Lease shall terminate as of the Expiration Date of the Initial Term or the First Renewal Term, as the case may be, in accordance with its terms. Any attempt by Tenant to exercise the First Renewal Option or the Second Renewal Option, as the case may be, by any method, or at any time, or in any circumstances, except as specifically set forth above shall, at the sole option and discretion of Landlord, be null and void and of no force or effect.

Section 3.3 Termination.

(a) This Lease shall terminate as of the Expiration Date, or if properly Renewed at the end of such Renewal Term, without the necessity for any notice from either Landlord or Tenant to terminate the same.

(b) Notwithstanding anything contained herein to the contrary, if Tenant fails to exceed \$1,200 per sq foot of the premises (Six Million One Hundred Seventy Thousand, Four Hundred and No/100 Dollars (\$6,170,400.00)) in Gross Sales during the twelve (12) months period comprising the Fourth Lease Year, then on or before April 1st of the fifth (5th) Lease Year, either Party shall have the right to terminate this Lease by written notice to the other Party. In such event, the Expiration Date shall be automatically revised to the date set forth in the termination notice.

Section 3.4 Holding Over.

If Tenant remains in possession of the Premises after the expiration or earlier termination of this Lease, Tenant shall be deemed to be occupying the Premises as a tenant at sufferance at a Rental equal to One Hundred Twenty-Five percent (125%) of the Applicable Base Rental in effect during the last month of the Term (calculated to equate to a full month, if necessary) and one hundred percent (100%) of the Additional Rental in effect during the last month of the Term (calculated to equate to a full month, if necessary) and otherwise subject to all the conditions, provisions, and obligations of this Lease insofar as the same are applicable to a tenancy at sufferance. Additionally, in the event of such holdover, Tenant shall indemnify, defend, and hold Landlord harmless from and against all claims and causes of action including reasonable costs, losses, damages, and expenses (including attorneys', fees and court costs but excluding consequential, punitive and special damages) incurred by Landlord as a result of such holdover including, but not limited to, damages resulting from the loss of any proposed subsequent tenant for any portion of the Premises. Nothing herein constitutes Landlord's consent for Tenant to holdover in the Premises after the expiration or sooner termination of this Lease, nor shall anything contained in the foregoing prevent Landlord from evicting Tenant in accordance with applicable law, nor otherwise prevent Landlord from exercising all rights and remedies it may have against Tenant under this Lease, in law, and/or in equity.

Section 3.5 Surrender.

Tenant will surrender the Premises at the expiration of the Term in accordance with the terms of this Lease, and otherwise in a neat and clean order and in good condition and repair, except for ordinary wear and tear, and free of all Hazardous Materials introduced by Tenant or anyone for whom Tenant is legally responsible.

Article IV - USE

Section 4.1 Prompt Occupancy and Use.

Tenant shall open and operate its business on the Premises as soon as reasonably possible following Premise Delivery Date. Thereafter, throughout the entire Term, Tenant shall continuously use the Premises and operate its business at full capacity for the Permitted Use during all Operating Hours, except for casualties affecting the Premises and creating an emergency event, force majeure that result in the closure of Navy Pier, or temporary closures as reasonably approved by Landlord. During the Term, Tenant shall neither use, nor permit the use of, the Premises, for any other purpose whatsoever. For the purposes of this Section 4.1, "Tenant" shall be deemed to include Tenant's subtenants, assigns, and occupants. Tenant shall use and occupy the Premises only for the Permitted Use, and no other purpose whatsoever.

Section 4.2 Storage and Office Areas.

Tenant shall use only such minor portions of the Premises for storage and office purposes as are reasonably required and are incidental to Tenant's business in the Premises. Any goods, wares, merchandise, equipment, or other property which are stored by Tenant within or outside the Premises is stored at Tenant's sole risk, and, to the fullest extent permitted by law, Landlord shall not be liable to Tenant in any manner whatsoever for any loss which might occur.

Section 4.3 Tenant Trade Name.

Unless otherwise approved by Landlord in writing, which approval shall not be unreasonably withheld, delayed or conditioned, Tenant shall conduct business in the Premises only in the Tenant Trade Name. Tenant represents and warrants to, and covenants with Landlord that, Tenant it is the owner or otherwise has the rights to the Tenant Trade Name, and that Tenant is entitled to use the Tenant Trade Name without the consent of any other party.

Section 4.4 Participation in Navy Pier Gift Card Program.

If at any time during the Term, including any Renewal Term, Landlord implements a gift card program or similar form of alternative currency, Tenant shall participate in such program so long as Tenant is promptly paid consistent with terms of the program; provided that such terms are uniformly applied indiscriminately to all tenants participating in the program. In such event, Tenant shall accept such alternative currency for purchase at its Premises on terms and conditions established by Landlord in connection therewith, provided in no event shall Tenant incur any fees or added expense or that the program require Tenant to incur any fees for discount its retail price structure.

Section 4.5 Acceptance of Credit Cards.

At all times during the Term, Tenant shall accept payment by credit card on all purchases made at the Premises and/or by, through or under Tenant, regardless of the amount of any such purpose, without limitation, restriction, or additional charge.

Section 4.6 Operating Hours.

(a) Tenant shall cause its business to be conducted and operated in good faith, in compliance with all laws, and in such manner as shall assure the transaction of a maximum volume of business in and at the Premises. Unless other hours are approved by Landlord in its commercially reasonable discretion, Tenant covenants and agrees that it shall cause the Premises to be open for business during all Operating Hours, and such additional hours as shall be approved by Landlord in advance in writing (which approval may be given or withheld in Landlord's sole discretion). Landlord reserves the right to change the Operating Hours in its commercially reasonable discretion. Provided, except for short term changes, any change in Operating Hours must be uniformly enforced among all Retail Tenants similarly situated, and, in such event, Landlord shall notify Tenant, not less than thirty (30) days' in advance, of any change to Operating Hours.

(b) If Tenant shall request Landlord's approval of the opening of the Premises for business for periods other than Operating Hours, and if Landlord shall approve such request, or if Tenant shall operate outside of the Operating Hours without Landlord's written approval, Tenant shall pay for any additional costs incurred by Landlord in connection with Tenant's opening the Premises for business during such additional hours, at Landlord's direct cost without mark-up, including: any additional amounts of: security; janitorial and other cleaning; trash removal; heating, ventilating, and air-conditioning costs; and costs of additional electrical service and charges for utilities furnished by Landlord on account of such additional hours during which the Premises are open for business. Such additional costs may include costs payable and/or incurred with respect to the Family Pavilion and/or the Food Experience required in order for the Premises to be open or operated outside the Operating Hours.

Section 4.7 Failure of Tenant to Open; Failure to Operate.

Provided the Navy Pier Family Pavilion is open and operating during Operating Hours, if Tenant: (a) fails to open for business on the Rent Commencement Date; (b) fails to continuously operate its business in accordance with the terms of this Lease (excepting force majeure, pandemic, renovation, base building system repairs, or casualty for which there shall be a reasonable closure period); and/or (c) vacates or abandons the Premises before the Expiration Date, then Landlord will, in each such case, suffer damages in an amount which is not readily ascertainable. Thus, in any such event, Tenant shall pay as liquidated damages, and not as penalty, in addition to all other Rental, 2/365th of an amount equal to the Annual Base Rental for each day which Tenant fails to so operate, without limiting any other right or remedy of Landlord. Tenant acknowledges that its obligation to continuously and actively conduct business in the Premises in the manner prescribed in this Lease is for the purpose of enhancing the business activity and public patronage of all stores at Navy Pier, and in order to produce for Landlord the maximum possible income from Navy Pier. Without limiting any other right or remedy of Landlord, Landlord shall have the right to obtain specific performance of Tenant's obligations to continuously conduct business in the manner herein specified and/or to recover any other monetary damages or to pursue any other remedies as provided in this Lease, in law, or in equity, except as otherwise prohibited by this Lease.,

Article V - RENTAL

Section 5.1 Rentals Payable.

(a) Commencing on the Rent Commencement Date, Tenant covenants and agrees to pay to Landlord as rental for the Premises, the following sums (collectively, "Rental"):

- (i) Annual Base Rental specified in Section 5.2 and Exhibit M;
- (ii) Percentage Rent specified in Section 5.4 and Exhibit M;
- (iii) Common Area Maintenance Contribution provided for in Section 5.7 and Exhibit M;
- (iv) Marketing and Advertising Contribution provided for in Section 18.2 and Exhibit M; and
- (v) all additional sums, charges, or amounts of whatever nature to be paid by Tenant to Landlord in accordance with the provisions of this Lease, whether or not such sums, charges, or amounts are referred to as rental or additional rental (all such additional sums are collectively referred to as "**Additional Rental**").

(b) Annual Base Rental and the Annual Breakpoint utilized in the computation of Percentage Rent shall be increased or reduced proportionately for any Lease Year of greater or less than twelve (12) calendar months. The Common Area Maintenance Contribution shall be increased or reduced proportionately for any Lease Year of less than twelve (12) calendar months, and the Marketing and Advertising Contribution shall be increased or reduced proportionately for any Lease Year of less than twelve (12) calendar months.

(c) Tenant's obligation to make the aforementioned payments shall survive the expiration or other termination of this Lease.

Section 5.2 Annual Base Rental.

Tenant shall pay Annual Base Rental in equal monthly installments as set forth in Exhibit M. The Annual Base Rental shall be \$100 per square foot for the initial Lease Year, escalating thereafter annually throughout the Term, including any Renewal period, by two percent (2%), as shown on Exhibit M. Payment shall be made in advance on the first day of each full calendar month during the Term, without notice, demand, abatement, deduction, or offset, except as otherwise expressly provided in this Lease. Provided, the first such payment shall be made not more than seven (7) days after the Rent Commencement Date. If the Rent Commencement Date falls on a date other than the first day of a calendar month, or if the Expiration Date falls on a date other than the last day of a calendar month, then, in either such event, the Annual Base Rental for such fractional month shall be prorated.

Section 5.3 Reserved.

Section 5.4 Percentage Rent.

(a) In addition to Annual Base Rental, Tenant shall pay an amount (the "**Percentage Rent**") equal to six percent (6%) of annual gross sales in excess of a natural breakpoint escalated annually throughout the Term including any Renewal period by two percent (2%) beginning at the completion of the first full calendar year (the "**Annual Breakpoint**"), as shown on Exhibit M.

(b) Upon achieving such amount of Gross Sales, Tenant shall make monthly payments of Percentage Rent, on or before fifteen (15) days following invoice from Landlord following the end of each calendar month falling partly or entirely within the Lease Year, commencing with the calendar month in which such Gross Sales level has been met. Each monthly payment of Percentage Rent shall be calculated by multiplying the annual percentage specified in this Section (as part of the Percentage Rent definition) by the amount of Gross Sales for the Lease Year in excess of the Annual Breakpoint, less previous monthly payments of Percentage Rent for such Lease Year. Tenant shall report its Gross Sales to Landlord monthly as required under Section 5.6. If, at the end of any Lease Year, the sum of any monthly Percentage Rent payments made for any Lease Year is less than the Percentage Rent owed for such Lease Year based on Gross Sales for the entire Lease Year, Tenant shall pay Landlord any such deficiency when Tenant submits or is required to submit, its report of Gross Sales to Landlord following the end of a Lease Year, but, in any event, within forty-five (45) days after the end of such Lease Year.

Section 5.5 "Gross Sales" Defined.

(a) "**Gross Sales**" shall mean the total amount in dollars of the actual sales price, whether for cash or on credit, or partly for cash and partly on credit, and whether for wholesale, retail, trade-in, or otherwise, and without reserve or deduction for inability or failure to collect, of all sales of merchandise and services, and all other receipts of business conducted in, on, or from the Premises and the Outdoor Serving Area, and all mail or telephone orders received or filled at or from the Premises, and all deposits not refunded to purchasers and all orders taken in and from the Premises, whether or not said orders are filled elsewhere and receipts or sales by any subtenant, concessionaire, licensee, and any other person or persons doing business in, on, or from, the Premises. Gross Sales shall also include, sales and services:

(i) where the orders therefor originate, in, at, from, or arising out of, or in connection with, the use of the Premises, whether delivery or performance is made from the Premises or from some other place (including catering, if any); (ii) made or performed by means of mechanical or other vending devices, if applicable; (iii) which Tenant or any subtenant, licensee, concessionaire, or other person in the normal and customary course of its business would credit or attribute to its operations in any part of the Premises; (iv) made or performed by mail or telecommunications (including sales through third parties and over or through any electronic means); (v) deposits not refunded; and (vi) all cover charges, admission prices, and ticket prices.

(b) The following shall not be included in Gross Sales: (i) any exchange of merchandise between stores of Tenant where such exchange is made solely for the convenient operation of Tenant's business, and not for the purpose of consummating a sale made in, at, or from the Premises, or for the purpose of depriving Landlord of the benefit of a sale which would otherwise be made in or at the Premises; (ii) returns to shippers or manufacturers; (iii) cash or credit refunds to customers on transactions (not to exceed the actual selling price of the item returned) otherwise included in Gross Sales; (iv) sales of trade fixtures, machinery, and equipment after use thereof in the conduct of Tenant's business; (v) amounts collected and paid by Tenant to any government for any sales, amusement, use, service or excise tax; (vi) bank chargebacks for counterfeit currency; (vii) non-cash donations or giveaways to non-profit, charitable or religious organizations provided that all of those exclusions combined do not exceed 5% of Gross Sales for the applicable calendar year; (viii) the sale of employee uniforms; and (ix) proceeds of casualty insurance policies. A "sale" shall be deemed to have been consummated for purposes of this Lease, and the entire amount of the sales price shall be included in Gross Sales at such time that: (A) Tenant or such concessionaire receives all or any portion of the sales price; or (B) the applicable goods or services are delivered to the customer, whichever first occurs, irrespective of whether this sale is for cash, for credit, or otherwise; provided, however, installment and credit sales shall be treated as a sale for the full price in the calendar month in which such sale is made, regardless of whether or when Tenant receives payment.

Section 5.6 Statement of Gross Sales.

Tenant shall deliver the following to Landlord:

(a) Tenant shall prepare and keep full, complete, and proper books, records, and accounts in accordance with generally accepted accounting principles applicable to the restaurant industry, of the Gross Sales, both for cash and on credit, of each separate business at any time operated in the Premises, and of the operations of each subtenant, concessionaire, licensee, and assignee, and shall prepare and keep, require and cause all such parties to prepare and keep books, source documents, records, and accounts reasonably sufficient to substantiate those kept by Tenant. The books and source documents to be kept by Tenant shall include, true, correct, and complete copies of all: federal, state, and local tax returns and reports; records of inventories and receipts of merchandise; daily receipts from all sales and other pertinent original sales records; and records of any other transactions conducted in, on, or from the Premises by Tenant and any other persons conducting business in, on, or from the Premises. Pertinent original sales records shall include, without limitation: (i) cash register data; (ii) serially pre-numbered sales slips or receipts and credit card receipts; (iii) settlement report sheets of transactions with subtenants, concessionaires, licensees, and assignees, if applicable; (iv) detailed original records of any exclusions or deductions from Gross Sales with sufficient explanations for same; (v) sales tax records; and (vi) such other sales records as may be customarily maintained by Tenant in the ordinary course of

its business. If practical, Tenant shall record, at the time of each sale or other transaction, in the presence of the customer, all receipts from such sale or other transaction, whether for cash, credit, or otherwise. Landlord covenants and agrees to maintain the confidentiality of the information provided by Tenant to Landlord in connection with its Gross Sales or other financial information.

(b) Within ten (10) days after the end of each calendar month, Tenant shall provide Landlord with detailed report of all Tenant's daily Gross Sales, less permitted exclusions, if any, for the previous month, with a sales verification certified to, and signed by, Tenant or its authorized representative ("Sales Report"). The report shall be in such form as from time to time prescribed by Landlord, including electronic form inputting such information into Landlord provided data systems. If Tenant fails to provide the Sales Report, in reasonably satisfactory form within such ten (10) day period, then, in addition to Landlord's other rights and remedies herein, Tenant shall pay the Landlord a late charge of One Hundred Fifty and No/100 Dollars (\$150.00) ("Late Charge") per day until such time as the Sales Report is received by Landlord. Provided, Landlord shall provide Tenant with a ten (10) day notice the first two instances of such failure in any Lease Year and no Late Charge shall be charged provided such failure is cured within such notice period. No such additional notice shall be required after the first two such instances.

(c) Within sixty (60) days after each of the following: (i) the end of each Lease Year; and (ii) after the termination of this Lease, Tenant shall submit an annual statement of Gross Sales for the Lease Year, or portion of the Lease Year, and Tenant's licensed CPA will attest that the monthly gross receipts in such statement is consistent with sales tax reports filed. The annual statement shall be accompanied by copies of all returns and other information filed with respect to Illinois sales and use taxes (Illinois Department of Revenue ST-1 Sales and Use Tax Returns or such successor documents as may be required) accompanied by a signed certificate of an officer of the company certifying to Landlord specifically that: (i) the certifier has examined the report of Gross Sales for the preceding Lease Year; (ii) the examination included all such tests of Tenant's books and records as the certifier considered necessary or appropriate under the circumstances, and which are in accordance with industry custom and practice; (iii) such report presents fairly and accurately the Gross Sales of the preceding Lease Year; and (iv) the Gross Sales conform, and are computed in compliance, with the definition of Gross Sales herein. Tenant shall require all of its subtenants, concessionaires, and licensees, if any, and any other persons doing business in, on, or from the Premises to furnish similar statements. If Tenant shall fail to deliver such annual statement and required materials to Landlord within the sixty (60) day period, then, in addition to Landlord's other rights and remedies, including Tenant's obligation to pay the Late Charge, Landlord shall, after providing a 10-Day Notice (and right to cure) to Tenant, have the right thereafter to employ an independent certified public accountant, reasonably acceptable to Tenant, to examine such books and records as Landlord may require to confirm the amount of Tenant's Gross Sales for such Lease Year. In such event, Tenant shall pay to Landlord the reasonable cost of such examination as Additional Rental, plus an administrative charge of four percent (4%) of such costs, in addition to all other sums due herein.

(d) Landlord and its representatives shall have the right, during normal business hours, upon three (3) days' prior written notice to Tenant, to audit or examine, at the Premises, all Tenant's sales records, including all of those books, records, and documents required by Section 5.5(a) hereof, which Landlord may desire. If such audit shall disclose a liability in any Lease Year for Percentage Rent, or monthly installment thereof, in excess of the Percentage Rent, or monthly installment thereof, paid by Tenant for such period, Tenant shall pay additional Percentage Rent, or monthly installment thereof, as

then payable, accounting from the date such additional Percentage Rent, or monthly installment thereof, was due and payable, with interest at the Default Rate. In addition, if Gross Sales for the most recent Lease Year have been understated by more than three percent (3%), and Landlord is entitled to an increase in Percentage Rent, or a monthly installment(s) thereof, as a result of such understatement, then Tenant shall pay the cost of such audit, plus a four percent (4%) administrative charge, which cost and fee shall be deemed Additional Rental and paid to Landlord within thirty (30) days of written demand. Additionally, if Gross Sales for the most recent Lease Year are found to have been through gross negligence or intentional misstatements, excepting criminal actions by and for the benefit individuals lacking ownership interest in the Tenant, by more than five percent (5%) on more than two occasion within the any ten (10) year period as a result of such audit, an Event of Default shall be deemed to have occurred (with all remedies available to Landlord pursuant to Section 17.3 hereof, including termination of this Lease).

Section 5.7 Common Area Maintenance Contribution.

Tenant shall pay a proportionate share of the cost of maintaining the Common Are (the “**Common Area Maintenance Contribution**”), as set forth in Exhibit M. The initial Common Area Maintenance Contribution shall be based upon \$20.00 per sq. ft. per annum through December 31 of the first (1st) Lease Year, and then escalating annually throughout the remainder of the Term, including any Renewal Terms, by three percent (3%) as shown on Exhibit M.

Section 5.8 Payment of Rental.

(a) Tenant shall pay all Rental when due and payable, without any setoff, deduction, offset, or prior demand therefor whatsoever. All Rental shall be paid in United States currency. Any Additional Rental which shall become due shall be payable, unless otherwise provided herein, with the next installment of Annual Base Rental. Tenant shall not pay any Rental more than one (1) month in advance without the consent of Landlord and the holder of any mortgage encumbering the Premises. Any Rental which is not paid within five (5) days of the date when due shall bear interest at the Default Rate from the date due until the date paid; and, in addition to such interest, Tenant shall pay a late charge equal to two percent (2%) of the total amount of Rental remaining unpaid during each month any amounts due herein remains unpaid. Rental and statements required of Tenant shall be paid and delivered to Landlord at the following lockbox address: Navy Pier Inc., 25976 Network Place, Chicago, Illinois 60673-1259, or at such other place as Landlord may from time-to-time designate in a notice to Tenant. In addition, Landlord will allow Tenant to submit Rental payment via an electronic funds transfer without additional charge to Tenant.

(b) Any payment by Tenant or acceptance by Landlord of a lesser amount than shall be due from Tenant to Landlord, or a check for a lesser amount with an endorsement or statement thereon, or upon any letter accompanying such check that such lesser amount is payment in full, is not intended, nor shall be construed in any such case, to constitute an accord and satisfaction of any dispute between Landlord and Tenant regarding sums due and payable by Tenant hereunder. Landlord may accept any such check without prejudice to any rights or remedies which Landlord may have against Tenant. The acceptance by Landlord of late payments shall not be construed as a waiver by Landlord of the requirement for timely payment nor create a course of dealing.

Section 5.9 Security Deposit(s)

(a) Not later than the Premises Delivery Date, and prior to commencing the Tenant Improvements described herein, Tenant shall deliver to Landlord a security deposit (“**Security Deposit**”), in the form of an irrevocable and unconditional letter of credit (“**Letter of Credit**”), in the amount equal to three (3) months of the initial Base Rental (One Hundred, Twenty Eight Thousand, Five Hundred Fifty and 00/100 dollars (\$128,550)).

(b) The Security Deposit shall be reduced to an amount equal to one month Base Rental then in effect as of the first day of the sixth Lease Year provided there are no uncured defaults and no default would exist, but for the passage of time, the giving of notice, within the first five Lease Years.

(c) The Letter of Credit, if any, shall be issued by a national banking institution reasonably acceptable to Landlord, and having offices, for drawing purposes, in the greater Chicago, Illinois metropolitan area. The use, application, or retention of the Security Deposit, or any portion thereof, by Landlord shall not prevent Landlord from exercising any other right or remedy provided by this Lease or by law, it being intended that Landlord shall not first be required to proceed against the Security Deposit, and same shall not operate as a limitation on any recovery to which Landlord may otherwise be entitled. The Letter of Credit shall be substantially in the form attached hereto as Exhibit C, or another form reasonably satisfactory to Landlord.

(d) With respect to the Security Deposit/Letter of Credit:

- (i) Tenant shall cause the Letter of Credit, if any, to remain in full force and effect during the entire Term. Therefore, Tenant shall ensure that the first Letter of Credit shall expire no earlier than twelve (12) months after its issuance, and the Letter of Credit shall state, on its face, that it shall be automatically renewable for additional twelve (12) month periods upon each expiry date, so that an unexpired Letter of Credit shall be in the possession of Landlord throughout the Term of this Lease and for a period of not less than one hundred eighty (180) days thereafter. The Letter of Credit shall expressly state that it shall not be subject to non-renewal absent Landlord’s receipt of at least sixty (60) days’ prior written notice, in which event, absent Tenant immediately providing Landlord with a replacement Letter of Credit meeting the requirements of this Lease not less than fifteen (15) days prior to the expiration of the Letter of Credit, such failure shall, in Landlord’s reasonable discretion, be deemed an Event of Default, and Landlord shall be entitled to draw on the entire Letter of Credit.
- (ii) The Security Deposit shall be held by Landlord as security for the payment by Tenant of the Rental or other amounts agreed to be paid pursuant to this Lease, as well as for the full and faithful performance by Tenant of all other covenants and other provisions contained in this Lease for which Tenant is responsible.
- (iii) If, at any time, there is an Event of Default (after written notice and the expiration of the applicable cure period) by Tenant hereunder (which shall

include Tenant's failure to cause the Letter of Credit to be renewed as required herein), Landlord shall be entitled, at its sole discretion, to draw on, use, apply and/or retain all or any part of the Security Deposit in payment of: (a) any Rental then due; (b) any reasonable expense incurred by Landlord in curing any such Event of Default; and/or (c) any damages, costs, and/or reasonable expenses (including reasonable attorneys' fees) incurred by Landlord due to Tenant's default and/or in causing Tenant to deliver, restore, and refund the portion of the Security Deposit so drawn on, used, or applied by Landlord.

- (iv) If Landlord draws on, uses, or applies the Security Deposit, or any portion thereof, then Tenant shall be obligated to restore the Security Deposit to its original amount within five (5) Business Days after Landlord's application of a cash Security Deposit or draw on the Letter of Credit, and written notice to Tenant.
- (v) The Security Deposit shall be for the benefit of Landlord and its successors and assigns, shall be expressly assignable, and in the event of a Letter of Credit, if any, same shall entitle Landlord or its successors or assigns to draw from time-to-time under the Letter of Credit in the Chicago, Illinois metropolitan area, in whole or in part upon presentation of a sight draft. Tenant agrees that in the event of any assignment of the Letter of Credit, if any, or if Landlord is no longer Landlord under this Lease, Landlord shall have the right, at Landlord's sole cost and expense, to transfer or assign the Letter of Credit, as well as any unused proceeds related to any prior draws, to such assignee. Furthermore, in the event Landlord transfers the Security Deposit to its successors or assigns, Tenant shall look solely to such transferee for return of the Security Deposit. Tenant shall, within ten (10) Business Days of request by Landlord, execute such further commercially reasonable instruments or assurances as Landlord may deem reasonably necessary to evidence or confirm Landlord's transfer or assignment of the Security Deposit to such transferee, as well as the release of Landlord's obligations with respect thereto.
- (vi) Among other things, it is expressly understood that any proceeds received by Landlord as a result of a draw on the Letter of Credit, if any ("Draw Proceeds"), or any application of a cash Security Deposit, will not be considered an advance payment of any Rental, nor a measure or limit of Landlord's damages resulting from any Tenant uncured default hereunder (whether past, present, or future). Any delays in Landlord's draw on the Letter of Credit or in Landlord's use of the Draw Proceeds or cash Security Deposit will not constitute a waiver by Landlord of any of its rights hereunder with respect to the Letter of Credit, the Draw Proceeds, or a cash Security Deposit. Following any such application of any Security Deposit, Tenant will either pay to Landlord on demand the cash amount so applied in order to restore the cash Security Deposit to the full amount thereof immediately prior to such application, or cause the Letter of Credit to be

replenished and redrafted to its full amount thereunder, as Landlord may require. To the fullest extent permitted by law, Landlord will not be liable for any indirect, consequential, special, or punitive damages incurred by Tenant arising from a claim that Landlord violated the Bankruptcy Code's automatic stay in connection with any draw by Landlord of any Draw Proceeds, Landlord's liability (if any) under such circumstances being limited to the reimbursement of direct costs as and to the extent expressly provided in this Section 5.9. Nothing in this Lease or in the Letter of Credit, if any, will confer upon Tenant any property rights or interests in any Draw Proceeds.

(e) So long as there is then no Event of Default (after written notice and the expiration of the applicable cure period) by Tenant under this Lease, and no default would exist, but for the passage of time, the giving of notice, or both, then Landlord shall return any Security Deposit which Landlord is holding at the expiration of the Term to Tenant (or to the last assignee of Tenant's interest hereunder) within the later to occur of: (i) thirty (30) days after the expiration of the Term, as same may be extended; (ii) Tenant's vacation, and return of full and unencumbered possession, of the Premises in accordance with the terms of this Lease; and (iii) Tenant's satisfaction of all of its obligations under this Lease.

Article VI - TAXES

Section 6.1 Taxes Defined.

(a) When used in this Lease, the term "Taxes" shall mean all taxes, assessments, excises, levies, and other charges by any public authority, which are general or special, ordinary or extraordinary, foreseen or unforeseen, or of any kind and nature whatsoever, and which shall or may, during or in respect to the Lease Term, be assessed, levied, charged, confirmed, or imposed upon, or become due and payable out of, or become a lien on the Premises and/or the leasehold interest of Tenant, or appurtenances or facilities used in connection therewith.

(b) Taxes shall include, without limitation, all ad valorem taxes, personal property taxes, transit taxes, taxes or charges on vaults or vault space (unless such tax or charge is payable by a tenant directly), special or extraordinary assessments, government levies, and all other taxes or other similar charges, if any, which are levied, assessed, or imposed upon, or become due and payable in connection with the Premises and/or the leasehold interest of Tenant, or appurtenances or facilities used in connection therewith.

(c) Provided, Taxes shall specifically exclude any rent tax, gross receipts tax, sales or transactions tax, profits tax, income tax, franchise tax, excise tax, inheritance tax, gift tax, transfer tax, any late payment, charge or penalty, or any tax against the Premises that is paid by Tenant as a separate charge pursuant to this Lease.

(d) Notwithstanding the foregoing in paragraph (c) above, if at any time during the Lease Term, the present method of taxation or assessment shall be changed so that the whole or any part of taxes, assessments, excises, levies, or other charges now assessed, levied, charged, confirmed, or imposed upon the Premises and/or the leasehold interest of Tenant, or appurtenances or facilities used in

connection therewith shall be discontinued or reduced and as a substitute therefor or in lieu thereof a tax, assessment, excise, levy, or other charge shall be assessed, levied, charged, confirmed, or imposed, whether wholly or partially as a special assessment or otherwise on rents, income, profits, sales, or gross receipts derived from the Premises, then the substitute tax, assessment, excise, levy, or other charge shall be deemed included within the term "Taxes" to the extent that such substitute tax would be payable if the Premises were the only property of Landlord subject to such tax.

Section 6.2 Real Estate Taxes.

(a) Beginning on the Rent Commencement Date, and during the Term, Tenant shall be obligated to timely pay prior to delinquency all real property taxes or payments in lieu thereof due with respect to the Premises or any portion thereof, made payable directly to the Cook County Tax Assessor's Office, Cook County, Chicago, Illinois, in accordance with the tax bills provided to Tenant by the Cook County Tax Assessor. Landlord shall not collect, prorate among its Retail Tenants, or pay such taxes on Tenant's behalf. Tenant agrees to indemnify and hold Landlord, its Board members, officers, agents, and employees harmless from and against the payment of all such taxes due and owing. Tenant will furnish to Landlord, upon request, receipts of the appropriate taxing authority or other proof reasonably satisfactory to Landlord evidencing the payment of such taxes. Failure to pay real property taxes shall be deemed an Event of Default under this Lease, and if not cured after written notice and the expiration of the applicable cure period, Landlord reserves the right to terminate such Lease for failure to pay taxes in accordance with this Lease. Tenant may, at its sole cost and expense, by appropriate legal or other proceedings conducted in good faith and with reasonable diligence, contest the amount or validity or application, in whole or in part, of any such real property taxes provided that Tenant give Landlord reasonable notice of, and information pertaining to, such contest and regular progress reports with respect thereto. Provided, because certain taxes are collected in the year following actual assessment, beginning January 1 of the final Lease Year of the initial term, or renewal term if any, Landlord shall have the right to require Tenant to monthly pay an amount equal to 103% of the actual taxes as most recently assessed on the Premises by Cook County, prorated over 12 months. Tenant acknowledges that Landlord will, and Tenant hereby irrevocably authorizes Landlord to, supply this Lease and information about the Rental payable hereunder to the Office of the Assessor of Cook County, Illinois and any other taxing authority.

(b) Tenant acknowledges that Landlord will, and Tenant hereby irrevocably authorizes Landlord to, supply this Lease and information about the Rental payable hereunder to the Office of the Assessor of Cook County, Illinois and any other taxing authority.

Section 6.3 Taxes on Rental.

Tenant shall pay to the appropriate agency (or to Landlord, if Landlord is charged with the responsibility of collecting such monies), any sales, excise, and other tax levied, imposed, or assessed on the leasehold interest under this Lease by any unit of government having jurisdiction, including the State of Illinois (or any political subdivision thereof), the County of Cook, and/or the City of Chicago.

Section 6.4 Taxes on Personal Property; Other Taxes.

Tenant shall pay to the appropriate agency (or to Landlord, if Landlord is charged with the responsibility of collecting such monies), before the time the same shall become delinquent or

payable under penalty, all taxes, if any, imposed on Tenant's inventory, furniture, trade fixtures, apparatus, equipment, leasehold improvements, and/or Tenant Improvements installed in the Premises and/or any other property of Tenant. Tenant shall collect and promptly disburse all taxes required of it by federal, state, and/or local authorities, including, but not limited to, any sales, amusement, or excise tax; and Tenant shall pay any applicable taxes imposed on its operations at the Premises.

Section 6.5 Evidence of Payment.

Failure by Tenant to pay any taxes required to be paid pursuant to this Article VI when due, and failure by Tenant to pay any sales taxes when they are due, shall each be deemed a default and if not cured after written notice and the expiration of the applicable cure period, an Event of Default. Tenant shall deliver to Landlord the evidence of payment of the taxes and assessments referred to in Sections 6.2 and 6.3 as Landlord may from time-to-time request.

Article VII - IMPROVEMENTS

Section 7.1 Tenants Improvements Timelines.

(a) All Tenant Improvement Plans are subject to prior review and approval by Landlord, and shall be in conformance with the Navy Pier Design Manual ("Manual") and the Navy Pier Tenant Guidelines, both as from time-to-time amended, as well as the directives of the Landlord as from time-to-time established. Tenant shall not initiate any Tenant Improvements or other work or improvements or alterations in the Premises without Landlord's prior written consent, which consent shall not be unreasonably withheld, delayed or conditioned. All Tenant Improvements necessary to fully prepare the Premises for Tenant's initial use and occupancy for the Permitted Use shall be completed as soon as reasonably possible following the Premise Delivery Date.

(b) Not later than August 1, 2020, Tenant shall provide (in conformity with the specifications stated in the Navy Pier Design Manual), a Tenant Concept Plan showing anticipated improvements and upgrades to the Premises. Such Tenant Concept Plan shall be subject to the review and approval of the Landlord, which approval shall not be unreasonably withheld, delayed or conditioned.

(c) Not later than thirty (30) days after review and approval by Landlord of the Concept Plan, Tenant shall submit an initial Tenant Improvement Plan for review and approval by the Landlord.

(d) Landlord's consent and approval of the Tenant Improvement Plans and any plans and specifications for any other alterations or improvements shall not be unreasonably withheld, delayed, or conditioned.

Section 7.2 Tenant Improvements Work.

(a) Tenant agrees, at its sole cost and expense, to complete all Tenant Improvements in accordance with an approved Tenant Improvements Plan, using quality materials and equipment. Tenant agrees to commence the Tenant Improvements promptly upon such approval by Landlord and receipt of necessary permits, and to diligently prosecute same to completion.

(b) As a Tenant improvement allowance, effective as of the Rent Commencement Date, and continuing for a period of the first six months of the Term, Annual Base Rental as set forth in Section 5.2 shall be abated in the amount of fifty dollars (\$50) per square foot. Provided, to avoid doubt it is understood that Tenant shall pay Common Area Maintenance Contribution (Section 5.7 and exhibit M), and **Marketing and Advertising Contribution** (Section 18.2 and Exhibit M), without abatement during this period.

(c) Tenant shall cause all Tenant Improvements to be designed, completed, and maintained to permit the Premises to be used consistent with the Permitted Use and the terms of this Lease. The Tenant Improvements shall be of first quality design and materials, consistent with industry standards for this type of retail establishment.

(d) Once Landlord has provided Tenant with possession thereof, Tenant may enter the Premises in accordance with the Navy Pier Tenant Guidelines, for the purpose of performing the initial Tenant Improvements set forth in the approved Tenant Concept Plans, and for the purpose of installing any additional fixtures and other equipment, if any, provided:

- (i) Tenant shall have obtained Landlord's written approval of the plans and specifications for such work as provided above;
- (ii) Tenant shall have obtained all necessary approvals and permits for construction of its improvements (with all costs related thereto to be paid by Tenant);
- (iii) Tenant shall have deposited with Landlord the policies or certificates of insurance required under this Lease;
- (iv) If applicable, Landlord shall have received full payment from Tenant for any items of work which Landlord may have undertaken for the account of Tenant, or undertaken at Tenant's written request;
- (v) Tenant shall have met with Landlord's tenant construction coordinator (or such other person as Landlord may from time-to-time direct), and shall have provided to such coordinator for Landlord's approval (which approval Tenant must have received in advance to commencing any work and which approval shall not be unreasonably withheld, delayed or conditioned), a list of all general contractors and subcontractors with respect to the Premises, all of whom shall have good labor relations, be capable of working in harmony with contractors retained by Landlord and by other tenants of Navy Pier and otherwise meet the standards set forth in the Navy Pier Tenant Guidelines as well as the Manual, as same may change from time-to-time;
- (vi) Tenant shall have deposited the Security Deposit with Landlord;
- (vii) Tenant shall have complied with all other requirements of the Manual which need to be met before Tenant's commencement of work in the Premises;

- (viii) Tenant shall not be in default under this Lease beyond any applicable notice and cure period;
- (ix) Tenant shall not interfere with Landlord's activities, the activities of any other tenants or licensees, and/or the operation, of Navy Pier or any portion thereof;
- (x) Tenant shall have caused all of its contractors, subcontractors, and other parties doing work in or about the Premises, to provide Landlord with proof of insurance in form, types, and amounts required by Landlord; and
- (xi) All items required by Section 7.2(h) below.

(e) During such period of construction, Tenant shall perform all duties and obligations imposed by this Lease, including those provisions relating to insurance and indemnification.

(f) Tenant understands that Landlord has established goals of twenty-six percent (26%) and five percent (5%) respectively, for the participation of minority owned businesses ("MBE") and women owned businesses ("WBE") as well as goals for the employment of minorities and women in all contracts let for and at Navy Pier. In connection with the construction of any Tenant Improvements, Tenant shall use reasonable, good faith efforts for MBE and WBE participation and the employment of minorities and women consistent with this goal. Provided, Tenant's failure to meet such goals, after the exercise of such reasonable, good faith efforts, shall not be deemed a default or Event of Default under this Lease.

(g) Tenant shall maintain the Premises in a clean and orderly condition at all times. All trash which may accumulate in connection with Tenant's activities shall be contained within the Premises and deposited at a location to be determined by Landlord. Tenant shall remove such trash daily at Tenant's sole cost and expense.

(h) Tenant shall be solely responsible for all costs related to Tenant Improvements, including the timely payment of all contractors and suppliers. Tenant shall require all suppliers and contractors, including any prime or sub-contractor, working on or providing materials for any Tenant Improvements upon Landlord property, including but not limited to the Premises, to waive any claim or right to liens or claim of any nature against: (i) the Landlord; (ii) any real or personal property of the Landlord, including but not limited to any funds in the possession of the Landlord; or (iii) any officer, agent, or employee of the Landlord, related to any amounts owed or claimed to be owed to such contractor or supplier for materials or services provided in relation to the construction of such Tenant Improvements. Prior to commencing any Tenant Improvements, Tenant shall provide Landlord with a complete listing of all such suppliers and contractors. This listing shall be updated as needed prior to the addition of any new supplier or contractor related to the Tenant Improvements. In addition to all other obligations required under this Agreement, Tenant shall indemnify and hold Landlord, its officers, agents, and employees harmless from any liability or damages arising from any claim of non-payment to any contractor or supplier in relation to the Tenant Improvements. Provided further, in the event a bond is otherwise required by law, the Tenant shall cause its prime construction contractors to provide Landlord with a payment, performance, and restoration bond in an amount equal to one hundred ten percent (110%) of the cost of the construction of and the improvements to the Premises, which cost shall be based on Tenant's estimate as approved by

Landlord. The bonds shall: (1) be in form and substance reasonably satisfactory to Landlord; (2) name Landlord as obligee; and (3) contain a corporate surety reasonably satisfactory to Landlord.

(i) In the event Tenant begins, but abandons the Tenant Improvements before completion (which shall mean failure to continue the progress or completion, as the case may be, of material work for in excess of five (5) days), the same shall, at Landlord's option and after not less than ten (10) days' written notice from Landlord to Tenant, constitute an Event of Default if not cured within the applicable cure period. In the event of such abandonment, Tenant shall be responsible to pay all reasonable costs incurred by Landlord to return the Premises to its condition as existed before commencement of the work, plus an administrative charge of four percent (4%) of such costs. Landlord may draw upon and utilize the Security Deposit to pay such expenses.

(j) During the period Tenant completes the Tenant Improvements, Tenant shall perform all duties and obligations imposed by this Lease, including those provisions relating to insurance and indemnification.

(k) Tenant shall endeavor to comply with the provisions of Section 18.12 (Employment; Customers) and Section 18.13 (Project Labor Agreements) in performance of any work in the Premises.

Section 7.3 Mechanic's Liens.

No work performed by Tenant pursuant to this Lease, whether in the nature of erection, construction, alteration, or repair, shall be deemed to be for the immediate use and benefit of Landlord, and no mechanic's or other lien shall be allowed against the estate of Landlord, or against the Premises or any portion of Navy Pier under any circumstances whatsoever. Tenant shall assure that provisions in all contracts and subcontracts for Tenant's improvements shall be inserted stating that no mechanic's liens will be asserted against Landlord's interest in the Premises, the property of which the Premises are a part, or any portion of Navy Pier. Tenant shall pay, on time, all persons furnishing labor or materials with respect to any work performed by Tenant or its contractors on or about the Premises. If any mechanic's or other liens shall, at any time, be filed against the Premises or the property of which the Premises are a part, and/or any portion of Navy Pier by reason of, or related in any way to, work, labor, services, or materials performed or furnished, or alleged to have been performed or furnished, to Tenant, the Premises, and/or to anyone utilizing the Premises by, through, or under Tenant, then Tenant shall cause the same to be discharged of record or otherwise bonded over to the reasonable satisfaction of Landlord. If Tenant shall fail to cause such lien to be so discharged or bonded over within forty five (45) days after notice to Tenant from Landlord of the recording or filing of such lien, then same shall constitute an Event of Default. In such event, and in addition to any other right or remedy of Landlord, Landlord may (but shall not be obligated to) discharge the same by paying the amount claimed to be due, and the amount so paid by Landlord, including reasonable attorneys' fees incurred by Landlord either in defending against such lien or in procuring the discharge of such lien, together with interest thereon at the Default Rate, and an additional administration fee of four percent (4%), shall all be due and payable by Tenant to Landlord as Additional Rental.

Section 7.4 Tenant's Leasehold Improvements and Trade Fixtures.

(a) All Tenant Improvements, whether temporary or permanent in character, made in or upon the Premises (excepting only Tenant's furniture, non-affixed equipment, and non-affixed trade fixtures, which Tenant shall remove prior to the Expiration Date or earlier termination of this Lease) shall become Landlord's property and shall remain upon the Premises at the expiration or termination of this Lease without compensation to Tenant; provided, however, that Landlord shall have the right to require Tenant, by written notice to Tenant given on or before the last day of the Term, to remove any Tenant Improvements at Tenant's sole cost and expense within thirty (30) days following the earlier of the expiration or early termination of this Lease. Tenant shall repair any damage to the Premises caused by the removal of any Tenant Improvements, and Tenant shall repair any damage to the Premises caused by the removal of such Tenant Improvements. If Landlord fails to so notify Tenant of such removal requirement, then Tenant shall neither be permitted nor required to remove any Tenant Improvements unless so specified by Landlord. The foregoing notice may, at Landlord's option, be given as part of Landlord's consent to any such work and/or at multiple or differing times during the Term.

(b) Subject to the provisions of Section 7.4 and any rights available to Landlord by law, all trade fixtures bearing Tenant's Trade Name or Tenant's logo which are owned by Tenant and installed in the Premises shall remain the property of Tenant and shall, provided Tenant is not then in default after written notice and expiration of applicable cure period, be removable at any time, and shall be removed by Tenant upon the expiration of the Term. Tenant shall repair any damage to the Premises caused by the removal of such trade fixtures, and shall restore the Premises to substantially the same condition as existed before the installation of such trade fixtures, normal wear and tear excepted. All trade fixtures installed in the Premises shall at the time of installation be new or reconditioned to have a like-new appearance.

(c) All such trade fixtures and all personal property of Tenant not removed from the Premises by Tenant upon the expiration or other termination of the Term, shall, at Landlord's option, be Landlord's property, without compensation, allowance, or credit to Tenant. Nothing contained in the foregoing sentence shall relieve Tenant from its obligation to remove items required pursuant to Sections 7.4(a) and/or (b). In the alternative, Landlord may, at Tenant's sole cost and expense, dispose of or store such items, in which event Tenant shall pay to Landlord any such costs plus an administrative charge of four percent (4%) of such costs.

Section 7.5 Security Interest.

(a) Subject to Tenant's right to grant a superior security interest to any lender for the purchase of furniture, fixtures and equipment, to protect Landlord in the event Tenant defaults hereunder after written notice and the expiration of the applicable cure period, and except as provided in Section 7.5(e) below, Tenant hereby grants to Landlord a security interest in all goods, inventory, equipment, fixtures, and all personal property belonging to Tenant or in which Tenant has an interest which are or may be affixed or attached to or otherwise placed upon the Premises during the Term, if any, all proceeds of the foregoing, and all of the other rights and property ("Collateral") as more fully described on the attached Exhibit E for the purpose of securing payment of all monetary and non-monetary indebtedness, obligations, and liabilities of Tenant to Landlord, whether under this Lease, or any document or instrument relating to this Lease, as well as the performance of all agreements, covenants, terms, and conditions contained in this Lease or any document or instrument relating to this Lease, including

payment of Rental. Concurrently with its execution of this Lease, and thereafter at Landlord's request, Tenant shall execute and Landlord shall file and/or record such financing statements as Landlord may require to perfect such security interests. Furthermore, Tenant hereby permits Landlord's filing and/or recording of any financing statement evidencing or perfecting Landlord's security interest as Landlord may deem necessary. In order to perfect a security interest in the Collateral, Landlord shall, in its discretion, file and/or record financing statements that Landlord deems necessary in the appropriate county, or other locations, in accordance with the laws of Article IX of the Uniform Commercial Code and any similar law.

(b) The inclusion in Collateral of any property which may now be, or hereafter become, affixed or in any manner attached to the Premises shall be without prejudice to any claim at any time made by Landlord that such Collateral is, or has become, a part of the real estate, or an accession to the real estate. Tenant represents and warrants that as of the date of this Lease there are no security interests in the Collateral, and that the security interest granted to Landlord will be and remain prior to any other security interest in the Collateral except as provided in Section 7.5(e) below.. Tenant agrees that it will: (i) keep the Collateral insured and in good repair; (ii) not grant any additional security interests in the Collateral (beyond any initial security interest granted by Tenant as provided in Section 7.5(e) below); (iii) not sell, lease, or transfer the Collateral or move the Collateral to another location; and (iv) notify Landlord of any change of name or form of business organization of Tenant. Tenant represents and warrants that it is the owner of all of the Collateral, or will be the owner of the Collateral at all times when the Collateral is in the Premises.

(c) In addition to the foregoing, Tenant shall keep the Collateral free and clear of all liens, claims, security interests, encumbrances, and rights of others at all times during the Term and shall not acquire any goods, inventory, equipment, fixtures or personal property for the Premises pursuant to security agreements, conditional sales contracts, leases or other arrangements whereby a security interest or title is retained or the right is reserved to remove or repossess such goods, inventory, equipment, fixtures or personal property.

(d) The security interest granted hereby shall secure all amounts to be paid by Tenant to Landlord hereunder, and any other indebtedness of Tenant to Landlord, and is in addition to the Security Deposit required to be obtained and maintained by Tenant pursuant to this Lease.

(e) Notwithstanding anything contained herein to the contrary, the grant of a security interest herein shall be subject to a first and prior security interest to be created by Tenant in the rights and property referred to in the preceding paragraph to (a) secure a loan or loans to be made by one or more banks, financial institutions, or other commercial lenders providing loans to Tenant, (b) parties selling or leasing any goods, inventory, equipment or other personal property to Tenant pursuant to conditional sales contracts or leases ("Party" or "Parties") to finance a portion of the costs of constructing, furnishing and equipping the Premises and of other costs of opening the Premises for business. The foregoing banks, financial institutions, commercial lenders and Parties are referred to herein collectively as the "First Lienholder" or "First Lienholders." Each First Lienholder shall be a reputable bank, financial institution, commercial lender or Party and shall enter into any transaction with Tenant in the ordinary and usual course of its business. Landlord agrees, upon the reasonable request of Tenant and at Tenant's sole expense to enter into any reasonable agreements or instruments evidencing the subordination of Landlord's security interest as outlined herein. Notwithstanding anything herein to the contrary, Landlord

does not agree to subordinate its security interest granted herein to any lien in favor of Tenant's shareholders, future partners or any other investor.

Section 7.6 Post-Rent Commencement Date Improvements.

In the event Tenant properly exercises its Renewal Option, Tenant covenants and agrees with Landlord that, within twelve months before or after such Renewal Notice is given, Tenant shall, at Tenant's sole cost and expense, refurbish the Tenant Improvements, and other customer-visible furniture, fixtures, equipment, and surfaces located within the Premises. Such refurbishment shall meet or exceed the then-current industry standards. All such refurbishment work shall be deemed to be Tenant Improvements for the purposes of this Lease and this Article VII.

Article VIII - TENANT OPERATIONS AND MAINTENANCE OF PREMISES

Section 8.1 Character of Business.

In conducting its business, Tenant shall meet the standards of quality, service, cleanliness, and decor of a business operated in a first class manner consistent with other retail establishments for the Permitted Use within the downtown Chicago area. Tenant may not serve or sell items not expressly within or reasonably and normally included within its Permitted Use.

Section 8.2 Design and Décor.

At all times during the Term, with respect to any redecorating or remodeling undertaken by Tenant, the interior design and decor of the Premises shall be subject to Landlord's written approval, which approval shall not be unreasonably withheld, delayed or conditioned. With respect to any construction work done by Tenant hereunder, Tenant agrees it shall employ a qualified architect approved by Landlord in writing, which approval shall not be unreasonably withheld, conditioned or delayed, who is experienced in interior design of similar businesses and who will be required by Tenant under the terms of its employment to coordinate its design efforts closely with the Landlord.

Section 8.3 Additional Provisions Regarding Operations.

(a) At all times during the Term and/or Tenant's use or occupancy of the Premises, Tenant shall, at its sole cost and expense: (i) keep the inside and outside of all glass in the doors, windows, storefronts, and any skylights of the Premises clean; (ii) keep all exterior store surfaces of the Premises clean; (iii) replace any cracked or broken glass of the Premises with glass of like color, kind, and quality; (iv) maintain the Premises in a clean, orderly, and sanitary condition, free of insects, rodents, varmint, and other pests, and, in connection with pest control, use the same pest control provider that Landlord has in place from time-to-time (it being understood that the present contractor may change over the course of the Term); (v) keep any garbage, trash, rubbish, or other refuse in rodent-proof containers within the interior of the Premises until removed; (vi) have such garbage, trash, rubbish, and refuse removed on at least a daily basis; (vii) keep all mechanical apparatus free of unreasonable vibration and noise which may be transmitted beyond the Premises; (viii) comply with all laws, ordinances, rules, and regulations of governmental agencies and authorities (including liquor licensing laws and ordinances) and recommendations of Landlord's casualty insurer and other applicable insurance rating organizations now

or hereafter in effect; (ix) light the show windows of the Premises, if any, and exterior signs and/or turn the same off to the extent reasonably required by Landlord; (x) comply with and observe all Navy Pier Tenant Guidelines established by Landlord from time-to-time (a copy of the Navy Pier Tenant Guidelines current at the time of execution of this Lease is attached as Exhibit F); (xi) maintain sufficient inventory and have sufficient number of personnel to maximize sales volume in the Premises; (xii) conduct its business in all respects in a manner in accordance with standards of operation consistent with the quality of operation of Navy Pier as reasonably determined by Landlord; (xiii) provide its own janitorial or cleaning services for the Premises, at its sole cost and expense, as set forth in Sections 8.6 and 8.8 hereof; and (xiv) comply, at Tenant's sole cost and expense, with any reasonable requirements of Landlord at Navy Pier for recycling of recyclable refuse. Landlord reserves the right to change the Navy Pier Tenant Guidelines at any time, and shall notify Tenant of changes to the Navy Pier Tenant Guidelines reasonably in advance of taking effect.

(b) At all times during the Term and/or Tenant's use or occupancy of the Premises, Tenant shall not: (i) place or maintain any merchandise, trash, refuse, or other articles in any vestibule or entry of the Premises, on the foot walks or corridors adjacent thereto or elsewhere on the exterior of the Premises; (ii) use or permit the use of any advertising medium which is in any manner audible or visible outside of the Premises, such as loudspeakers, audio players, public address systems, sound amplifiers, or playing of radio or television broadcasts within Navy Pier; (iii) permit accumulations of, or burn, garbage; (iv) cause or permit any odors to emanate or to be dispelled from the Premises; (v) solicit business in any Common Area; (vi) distribute handbills or other advertising matter in any Common Area; (vii) permit the parking of vehicles within the Common Areas except in designated areas, or permit Tenant's employees to park in the Common Areas or anywhere on Navy Pier; (viii) receive or ship articles of any kind outside the designated loading areas and/or outside the designated loading times for the Premises; (ix) use Navy Pier corridors, or any other Common Area adjacent to the Premises, for the sale or display of any merchandise or for any other business, occupation or undertaking; (x) conduct or permit to be conducted any auction, fire sale, going out of business sale, bankruptcy sale, unless directed by a court order, or other similar type discounting, sale, or promotion in or connected with the Premises (but this provision shall not restrict the absolute freedom of Tenant in determining its own selling prices, nor shall it preclude the conduct of periodic seasonal, or occasional promotional or clearance sales); (xi) use or permit the use of any portion of the Premises for any unlawful purpose, or for any activity of a type which is not generally considered appropriate for regional first-class shopping centers and/or nationally renowned public attractions conducted in accordance with good and generally accepted standards of operation; (xii) place a load upon any floor which exceeds the floor load which the floor was designed to carry; (xiii) operate the Premises' heating or air-conditioning in such a manner as to drain heat or air-conditioning from the Common Areas or from the premises of any other tenant or occupant of Navy Pier; (xiv) display any vendor signage or display or use any articles, equipment or fixtures, on which any vendor name or logo is visible unless it is part of the Landlord approved store design; or (xv) sell, distribute, display or offer for sale any roach clip, water pipe, bong, coke spoon, cigarette papers, hypodermic syringe or other paraphernalia commonly used in the use or ingestion of illicit drugs, or any pornographic, lewd, suggestive, or "adult" newspaper, book, magazine, film, picture, representation or merchandise of any kind.

Section 8.4 Signs and Advertising.

Tenant shall not place or suffer to be placed or maintained on the exterior of the Premises (or any part of the interior of the Premises and visible from the exterior thereof as well as at the Outdoor Serving Area) any sign, banner, advertising matter, or any other thing of any kind, and Tenant will not place or maintain any decoration, letter, or advertising matter on any window or door of the Premises unless it has been placed and maintained in accordance with the prior written approval of Landlord, which approval shall not be unreasonably withheld, delayed or conditioned, and unless it otherwise complies with the provisions of this Lease, including Tenant Guidelines (Exhibit F) and Navy Pier Design Manual (Exhibit D). Tenant shall, at its sole cost and expense, purchase the signage, and maintain such sign, decoration, lettering, advertising matter, or other thing as may be permitted hereunder in good condition and repair at all times. Notwithstanding anything to the contrary contained in this Lease, Tenant shall have the right to place or maintain within the Premises interior marketing signage and menu signage without Landlord's prior written approval so long as such signage conforms to the following criteria: (i) the same is professionally prepared and permitted by applicable local code, (ii) the same is consistent with the signage maintained by Tenant in the majority of its other stores in the City of Chicago, and (iii) such signage is consistent with the quality and class of the interior signage utilized by other tenants at Navy Pier, in the reasonable discretion of Landlord.

Section 8.5 Painting and Displays by Tenant.

Tenant shall not paint or decorate any part of the exterior of the Premises. Tenant shall not paint or decorate any part of the interior of the Premises, including any color changes, except after obtaining Landlord's written approval that such are in conformance with this Lease, Tenant Guidelines (Exhibit F) and Navy Pier Design Manual (Exhibit D). Tenant will install and maintain at all times, subject to the other provisions of this Article, displays of merchandise in the show windows (if any) of the Premises. All articles and the arrangement, style, color, and general appearance thereof, in the interior of the Premises including window displays, advertising matter, signs, merchandise, and store fixtures, shall be in keeping with the character and standards of the improvements within Navy Pier, as reasonably determined by Landlord from time-to-time. Landlord reserves the right to require Tenant to correct any nonconformity promptly upon notice thereof.

Section 8.6 Exterminator Service.

Without limiting, but rather in addition to, Tenant's other obligations under this Article VIII, Tenant shall cause extermination services (including treatment for insects, spiders, rats, mice, moles, and other rodents) to be provided to the Premises on a monthly basis throughout the Term, and agrees to use the same pest control provider that Landlord has in place from time-to-time. Provided, such service shall be provided at supplier's market rate with no mark up or surcharge from Landlord and shall be at competitive rates. Tenant acknowledges and agrees that the present contractor may change over the course of the Term, and Landlord shall have no liability to Tenant in connection therewith.

Section 8.7 Trash and Garbage Removal.

(a) Tenant shall keep any garbage, trash, rubbish, and/or other refuse in rodent-proof containers within the interior of the Premises and shall deposit any garbage, trash, rubbish, or other refuse, on not less than a daily basis.

(b) Tenant shall contract with, at Tenant's own cost and expense, the same trash removal collector that Landlord has in place from time-to-time (Tenant acknowledging and agreeing that the present contractor may change over the course of the Term, and Landlord shall have no liability to Tenant in connection therewith) for the removal from a site to be determined by Landlord of all of its rubbish, trash, garbage, and/or other refuse on a daily basis or as required by Landlord. Provided, such service shall be provided at supplier's market rate with no mark up or surcharge from Landlord and shall be at competitive rates.

(c) Tenant has been made aware that Navy Pier management has implemented a recycling program and encourages all Tenants to participate in such program. Tenant shall use its commercially reasonable efforts to comply with such program throughout the Term.

Section 8.8 Service Contracts.

(a) Within ten (10) days after Landlord's request at any time during the Term, Tenant shall furnish Landlord copies of all maintenance, trash removal, and extermination contracts in effect with respect to the Premises, including evidence to Landlord, of payment for services performed under such contracts.

(b) Except where Tenant is required to use the services of Landlord's pest control provider or trash collector, all other services required to be made to the Premises by Tenant shall be provided by a contractor or contractors designated by Landlord or reasonably satisfactory to Landlord, having good labor relations, and capable of working in harmony with other contractors retained by Landlord and by other tenants and licensees of Navy Pier.

Section 8.9 Environmental Requirements.

(a) During the Term: (i) Tenant shall, at its own cost, comply with all environmental laws, and any environmental rules, regulations, orders, and codes (collectively, "**Environmental Laws**"), pertaining to the Premises and the conduct of Tenant's business and Tenant's use of Navy Pier and the Premises; (ii) Tenant shall not use any portion or all of Navy Pier or the Premises for the generation, treatment, storage, accumulation, release, or threat of release, or disposal of, "hazardous materials;" "hazardous waste;" "hazardous substances;" "pollutants;" "toxic materials;" or "oil" (individually and collectively, "**Hazardous Materials**") as such terms are used in or defined under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. Section 9601 *et seq.*, as amended, the Resource Conservation and Recovery Act of 1976, 42 U.S.C. 6901 *et seq.*, as amended, the Toxic Substance Control Act, and any and all other present or future environmental statutes which regulate the use of hazardous and/or dangerous substances, and the regulations promulgated thereunder and any and all present or future state and local laws, rules, and regulations, without the express prior written consent of Landlord, and then only to extent that the presence or discharge of the Hazardous Materials is: (1) properly licensed and approved by all appropriate governmental officials and in accordance with all applicable laws and regulations; and (2) in compliance with any terms and conditions

stated in the prior written approval by the Landlord. Tenant shall not dispose of Hazardous Materials in dumpsters provided by the Landlord for Tenant's disposal of ordinary refuse. Tenant shall not discharge Hazardous Materials into drains or sewers. Tenant shall not cause or allow a Release (defined hereafter) on, to, or from the Premises. Tenant shall, at its own cost, arrange for the lawful transportation and off-site disposal at a properly permitted facility of all Hazardous Materials that it generates or releases. Tenant shall keep such records and obtain such permits as may be required for Tenant's activities under any and all applicable Environmental Laws. Tenant shall comply with any applicable Landlord storm water pollution prevention plan and spill prevention control and countermeasures plan as may be in effect from time-to-time. For purposes of this Section, the term "**Release**" shall mean release, leaking, spilling, disposal, exacerbation or deposit of any Hazardous Materials on, in, or from the Premises.

(b) Tenant may employ the normal and reasonable amounts of cleaning and pest control supplies reasonably necessary for maintenance of the Premises, so long as such Hazardous Materials are properly, safely, and lawfully stored and used by Tenant, and the quantity of such Hazardous Materials does not equal or exceed a "recordable quantity" as defined under 40 C.F.R. 302, as amended; provided that such storage and use is in accordance with all applicable statutes, laws, rules, and regulations and any manufacturer's instructions. Notwithstanding the foregoing, Tenant shall not Release any Hazardous Materials except as previously approved by Landlord in writing, and as provided by applicable statutes, laws, rules, and regulations and specifically may not discharge any Hazardous Materials into any public sewer, drain, or drainpipe.

(c) Tenant shall notify Landlord immediately upon learning that any provision of this Section has been violated, that there has been a Release of any Hazardous Materials on any part of the Premises or Navy Pier, that radon gas or urea formaldehyde has been detected on or in the Premises, or that the Premises are subject to any third party claim or action, or threat thereof, because of any environmental condition in, or originating on, in, from, or about the Premises or Navy Pier. Tenant shall promptly provide Landlord with copies of all correspondence to and/or from third parties regarding such claims or actions or regarding environmental conditions in or originating from Tenant's operations in the Premises or Navy Pier.

(d) In the event of a Release of any Hazardous Materials by Tenant or anyone acting by, through, or under Tenant, and/or any of Tenant's licensees, subtenants, assignees, employees, contractors, agents, or representatives (each such party, including Tenant, is a "**Tenant Party**," collectively, "**Tenant Parties**"), including the Release of any Hazardous Materials on, in, or from the Premises by any Tenant Party, Tenant shall, to the extent feasible, cause the immediate complete remediation of the Release and restore the Premises to the condition that existed before the Rent Commencement Date or the date Tenant took possession of the Premises, whichever is earlier. Landlord shall have the right, but not the obligation, to enter the Premises and/or any portion of Navy Pier or adjoining property, and remediate any environmental condition on the Premises to cause same to comply with all laws, regulations, and ordinances during which time Tenant shall not be entitled to any abatement of Rental. Furthermore, to the extent such environmental condition is caused or exacerbated by any Tenant Party, Landlord shall complete such remediation at Tenant's sole cost and expense, plus an administrative charge of four percent (4%) of such costs.

(e) In addition to any other indemnity required of Tenant under this Lease, Tenant hereby indemnifies and agrees to defend and hold Landlord, its officers, directors, officials, trustees, employees, partners, servants, and agents (each an "**Environmental Indemnified Party**," collectively,

“Environmental Indemnified Parties”), harmless from and against and reimburse them upon demand for payments made in accordance with this Section, and for any and all damages incurred due to Tenant’s breach of its obligations under this Section, Tenant’s use or Release of any Hazardous Materials, or any other claim relating to or arising under any Environmental Law which may arise under Tenant’s and/or any Tenant Party’s occupancy or use of the Premises or Navy Pier; provided, however notwithstanding the foregoing or anything to the contrary contained in this Lease, Tenant’s indemnification obligations shall not extend to any Hazardous Materials or violation of Environmental Law (i) not caused by Tenant or its agents, contractors or employees, (ii) caused by Landlord or its agents, contractors or employees or other tenants or occupants of Navy Pier, or (iii) existing on or prior to the date Landlord delivers possession of the Premises to Tenant. Tenant’s obligations under this Section shall survive the termination or expiration of this Lease, and shall not be affected in any way by the amount of, or absence in, any case of insurance coverage, or by the failure or refusal of any insurance carrier to perform any obligation on its part under insurance policies affecting the Premises, or any part thereof.

(f) Nothing in this Lease shall limit or impair any rights or remedies of the Landlord against Tenant or any other person under any other agreement, any Environmental Law, or otherwise at law or in equity, including any rights of contribution or indemnification. Rights granted to the Landlord under this Section shall be exercisable by any Environmental Indemnity Party.

(g) Without limiting other provisions of this Section or any other provisions of this Lease, Tenant shall be responsible for the proper disposal of all materials, construction, and demolition debris, soil and other waste generated by Tenant’s business operations, including the construction of any improvements to the Premises, all in accordance with all Environmental Laws. Tenant shall identify to Landlord any disposal site or transfer station for materials, debris, soil, or other waste of which Tenant is disposing, prior to its disposal, and shall complete and execute any form required by the Landlord identifying such site or station. Tenant shall not use or allow to be used for disposal or transfer any site or station not properly licensed or to which Landlord objects. Any substitution, for whatever reason, shall be at Tenant’s cost. Tenant shall pay the cost to remove waste to a properly licensed site or station.

(h) To the extent required by law, Tenant must show evidence to the Landlord of, and keep current throughout the Term of this Lease: all permits of any kind (including waste hauling, special waste hauling, and disposal permits), and insurance certificates required by federal, state, municipal, and/or other local governmental body or agency pursuant to any Environmental Law; copies of all load tickets, manifests, bills of lading, scale tickets, and other pertinent documents, including copies of all permits and licenses for the proposed transfer station or landfill; safety and accident reports; and records, reports, and permits required by the Illinois Environmental Protection Agency and/or the United States Occupational Safety and Health Administration, their successors, and/or other similarly empowered governmental and quasi-governmental entities. All such records and accounts shall be subject to review by the Landlord and shall be made available to the Landlord within two (2) business days following written request by Landlord’s President/CEO (“President/CEO”), or immediately upon the President/CEO’s oral request in the event of an emergency or apparent emergency. Landlord’s review of any such records and accounts shall not limit Tenant’s obligations or liability under the terms and conditions of this Lease or any Environmental Law.

(i) If and to the extent permitted under applicable law, Landlord shall have no liability to Tenant (except as expressly provided in this Lease) or any permitted subtenant, assignee, or occupant of the Premises, or any portion thereof, or any of their respective members, employees, agents, partners,

shareholders, officers, directors, contractors, licensees, or invitees, or other persons to whom Tenant has permitted entry or with whom Tenant has entered into a contract or understanding (oral or written) to use or occupy the Premises, as a result of Hazardous Materials located on the Premises.

(j) Landlord reserves the right to conduct an environmental audit and inspection of the Premises at any time during the Term, but not more frequent than once a calendar year to determine whether Tenant is complying, or has complied, with the terms of this Article VIII, and whether any Hazardous Materials exist in the Premises in violation of the terms of this Lease. Such audit shall be done at Landlord's expense. Provided, in the event the audit reveals that Tenant has not complied with the terms of this Article VIII, or any Hazardous Materials exist in the Premises in violation of the terms of this Lease, Tenant shall reimburse Landlord for the reasonable cost of the audit.

Section 8.10 Certain Restaurant Equipment and Maintenance.

(a) Tenant shall install within the Premises all necessary exhaust fans and systems, ductwork and venting to ensure that all smoke, odors, vapors, and steam are exhausted from the kitchen to prevent discharge of such airborne particulates into common areas of Navy Pier or spaces leased to other tenants.

(b) Without limiting, but rather in addition to, Tenant's obligations elsewhere in this Lease, Tenant shall use, operate and maintain, in good repair, in a clean and sanitary condition, and in accordance with all applicable laws, codes, ordinances, and regulations of any governmental authority having jurisdiction, kitchen grease traps, associated drain lines, sump pit, and exhaust systems within the Premises. Tenant shall comply with Landlord's reasonable requirements relating to sanitation, extermination, garbage service, grease traps, associated drain lines, sump pit, and kitchen exhaust systems, and Tenant shall pay all costs and expenses in connection with compliance with such requirements.

(c) If Tenant's kitchen exhaust systems connect to pipes, stacks, vents, or other facilities located outside the Premises, Tenant shall pay its proportionate share of all costs of cleaning, degreasing, and maintenance of such facilities outside the Premises, which services may be performed by Landlord or another user of such facilities.

(d) If Tenant fails to perform its obligations under this Section 8.10, then Landlord may arrange for such work, and Tenant shall pay the cost thereof to Landlord within ten (10) days after demand, plus an administrative charge of four percent (4%) of such costs for coordination, supervision, and overhead.

Section 8.11 Outdoor Serving Area.

The Outdoor Serving Area is provided as a license for a term co-extensive with this Lease but which shall not be considered part of the Leasehold estate. Tenant shall use the Outdoor Serving Area for customer seating and service (including the dispensing of alcoholic and non-alcoholic beverages in locations approved by Landlord) (but for no other use or purpose), in season (as determined by Landlord), during the same times, weather permitting, at which Tenant is from time-to-time required by this Lease to be open for business in the Premises. Except as required by Landlord for construction, repairs and similar activities affecting the Outdoor Serving Area, and subject however, to the terms and conditions herein, Tenant will be permitted to use the Outdoor

Serving Area to the same extent as other lessees with Outdoor Serving Areas at Navy Pier. Tenant shall be permitted to place a branded host stand and requisite server/bussing station in the Outdoor Serving Area, as well as delineation rails along the perimeter of the Outdoor Serving Area and electric service thereto, all at Tenant's sole cost and expense and in compliance with all requirements for any Tenant Improvements, including requirements of the Navy Pier Design Manual. Tenant shall not use the Outdoor Serving Area when required not to do so by public authorities and/or Landlord (but with respect to Landlord, only when required by any such public authority or as reasonably necessary for Landlord for security or safety reasons or to perform any maintenance, repairs or alterations to any part of Navy Pier). If the Outdoor Serving Area is closed pursuant to requirement of public authorities or Landlord as provided above, Tenant shall not reopen the Outdoor Serving Area until advised by such public authorities and/or Landlord, that Tenant may do so. Such use shall also be upon the other terms and conditions hereinafter set forth. Tenant, at its sole cost and expense, shall clean and maintain the Outdoor Serving Area, keeping it neat and orderly, sanitary, and free of rubbish, garbage, spills, and litter. All furniture and equipment and all other items used or placed in the Outdoor Serving Area shall meet the highest standards of quality, design, and appearance consistent with a first-class restaurant and regional shopping center and shall be subject to Landlord's prior approval. Without the prior written approval of Landlord (which approval Landlord shall not unreasonably withhold, delay or condition), Tenant shall not make any alterations in or additions or improvements to the Outdoor Serving Area, attach or permanently install any furniture, equipment, or other item to the exterior of any structure or to or on the Outdoor Serving Area, or erect or place any canopy or other enclosure or covering on the Outdoor Serving Area.

- (i) **Music:** Any use of music, and the volume and type of music used, in the Outdoor Serving Area shall be subject to Landlord's prior written approval (which approval Landlord shall not unreasonably withhold, delay or condition).
- (ii) **Windows/Doors:** Except as requested by Tenant, or in the event of an emergency, Landlord shall not use the doors immediately adjacent and to the north of the Outdoor Serving Area for ingress or egress to the Food Court on days when Tenant is operating.
- (iii) **Cleaning and Trash Removal:** Tenant shall be responsible for all cleaning of the Outdoor Serving Area during periods of Tenant's use of the Outdoor Serving Area, and for removal of garbage and trash, both so as to continuously maintain the Outdoor Serving Area in first-class condition. Garbage and trash removed from the Outdoor Serving Area shall be handled and disposed of in compliance with this Lease.
- (iv) **Utilities:** Tenant shall arrange for and shall pay all charges for utility services used by it in the Outdoor Serving Area.
- (v) **Permits:** Tenant shall obtain, and maintain in full force and effect and comply with at all times during its use of the Outdoor Serving Area, at Tenant's expense, all permits, licenses, approvals and consents of governmental authorities, if any, which may be required for or in connection

with such use. Tenant shall not be entitled to any compensation, damages or abatement of Rental from Landlord, or be relieved from performing any of its obligations under this Lease, if Tenant does not obtain and maintain all required permits, licenses, approvals and consents.

- (vi) **Other Applicable Provisions of Lease:** For purposes of payment of Annual Revenue Rental, Gross Sales shall include sales and receipts from the Outdoor Serving Area. The other provisions of this Lease shall, to the extent applicable, apply to the Outdoor Serving Area.
- (vii) **License:** Tenant shall use the Outdoor Serving Area only in conjunction with its operation of its business in the Premises and at such times and during such hours as Tenant is operating such business. Tenant's right to use the Outdoor Serving Area is a limited license, is not part of the Leasehold estate, and is not transferable or assignable except as permitted by Landlord in writing in connection with an assignment of this Lease consented to by Landlord, in which event such right shall be deemed to have been assigned to such assignee.
- (viii) **Violations:** Anything used or any activity on the Outdoor Serving Area which is not in conformity with either this Lease and/or with the direction and approval of Landlord shall, upon Landlord's request, be immediately corrected or ceased by Tenant. Landlord's request may be oral, notwithstanding anything contained herein to the contrary; provided, except for minor situational requests not meant as a permanent change, Landlord shall promptly provide written notice of such oral directive. If Tenant repeatedly fails to conform to the terms of this Lease, or with the directions or approvals of Landlord relating hereto, or if Tenant is guilty of a violation of such terms, approvals, and/or directions, then Landlord may, except in the case of a life safety matter, following not less than ten (10) days' prior written notice to Tenant, without limitation of any other right or remedy available to it, require that Tenant no longer use the Outdoor Serving Area until such violation is remedied to Landlord's satisfaction, which shall not be unreasonably withheld, conditioned, or delayed.

Article IX - REPAIRS AND ALTERATIONS

Section 9.1 Repairs to be Made by Landlord.

- (a) Landlord, at its expense, will make, or cause to be made, within a reasonable period of time:

- (i) repairs to any sprinkler system serving the Premises (unless part of Tenant Improvements) if and to the extent installed by Landlord (unless such repairs are necessitated by the acts or omissions of any Tenant Party, in which case Landlord will make the repairs, or cause them to be made, at Tenant's sole

- cost and expense plus an administrative charge of four percent (4%) of such costs);
- (ii) structural repairs to exterior walls, structural columns, roof (other than roof penetrations for Tenant Improvements or equipment), and structural floors (other than floor penetrations from Tenant Improvements), which collectively enclose the Premises (excluding all doors, door frames, storefronts, windows, glass, and window frames) (unless such repairs are necessitated by the acts or omissions of any Tenant Party, in which case Landlord will make the repairs, or cause them to be made, at Tenant's sole cost and expense plus an administrative charge of four percent (4%) of such costs); and
- (iii) repairs to base building systems outside the Premises which serve the Premises Tenant, its employees, agents, invitees, permittees, or contractors, (unless such repairs are necessitated by the acts or omissions of any Tenant Party, in which case Landlord will make the repairs, or cause them to be made, at Tenant's sole cost and expense plus an administrative charge of four percent (4%) of such costs).

(b) Tenant shall monitor the condition of the Premises and shall give Landlord notice of the necessity of any repairs to be made by Landlord under this Section 9.1 of which Tenant becomes aware. If any repairs are necessary because of the acts or omissions of Tenant, its agents, employees, licensees, or contractors, all such repairs shall be made at Tenant's sole cost and expense. If and to the extent permitted under applicable law, Landlord shall not be liable to Tenant for any damage to any merchandise, trade fixtures, leasehold improvements, personal property, or other property of Tenant in the Premises caused by water leakage from water lines, sprinkler, or heating or air conditioning equipment, sewer lines, or the roof membrane, occurring within or without the Premises, and, if and to the extent permitted by applicable law, Tenant hereby waives all claims against Landlord relating to such damage.

Section 9.2 Repairs to be Made by Tenant.

(a) Tenant shall make all repairs to the Premises or any installations, equipment, or facilities therein at its expense, other than those repairs required to be made by Landlord pursuant to Section 9.1 or Section 14.1.

(b) Without limiting the generality of the foregoing, Tenant will keep the interior of the Premises, together with all electrical, plumbing, and other mechanical installations, including sprinkler systems installed as part of Tenant's Improvements, if any, therein (excepting those portions of the heating, ventilating and air-conditioning system located in the Premises, which shall be repaired by Landlord at Landlord's expense as may be required elsewhere in this Lease) in good working order and repair, and Tenant will make all replacements from time-to-time required thereto at its sole cost and expense.

(c) Tenant shall not overload the electrical wiring serving the Premises or within the Premises, and will install at its expense, subject to the provisions of Section 9.4, any additional electrical wiring

which may be required in connection with Tenant's apparatus. Any damage or injury sustained by any person because of mechanical, electrical, plumbing, or any other equipment or installations, whose maintenance and repair shall be the responsibility of Tenant, shall be paid for by Tenant.

Section 9.3 Damage to Premises.

Tenant shall repair, at its expense, any damage to the Premises within a reasonable period of time after notice of such matter. Upon demand, Tenant shall reimburse Landlord (as Additional Rental) for the cost of the repair of any damage elsewhere in Navy Pier, caused by or arising from the installation or removal of property in or from the Premises. If Tenant shall fail to commence such repairs within five (5) days after notice to do so, Landlord may make or cause such repairs to be made and Tenant agrees to pay such costs including interest thereon at the Default Rate until paid, as well as an administrative charge equal to four percent (4%) of such costs.

Section 9.4 Alterations by Tenant.

Tenant shall not make any structural or publicly visual alterations, renovations, improvements, or other installations in, or to any part of the Premises (including any alterations whatsoever of the storefront, signs, structural alterations, or any cutting or drilling of any kind into any part of the Premises or any securing of any fixtures, apparatus, or equipment of any kind to any part of the Premises) without Landlord's prior written consent, which approval shall not be unreasonably withheld, delayed or conditioned.

Section 9.5 Changes and Additions to Navy Pier.

Landlord reserves the right at any time, and from time-to-time to: (a) make or permit changes or revisions in the plan for Navy Pier (including additions to, subtractions from, rearrangements of, alterations, modifications, or supplements to, the building areas, walkways, driveways, parking areas, or other Common Areas); (b) construct other buildings or improvements in Navy Pier (including any portion of the Common Areas), and make alterations thereof or additions thereto (including any portion of the Common Areas) and build additional stores on or in any such building(s) (or Common Areas) and build adjoining same; and (c) make or permit changes or revisions in Navy Pier, including additions thereto and alterations thereof. No exercise by Landlord of any rights herein reserved shall entitle Tenant to any compensation, damages, abatement of Rental, or the like, for any injury, inconvenience, or loss of business thereby. Notwithstanding anything to the contrary set forth in this Section 9.5 or elsewhere in this Lease, in the exercise of its rights, Landlord shall not materially and adversely obstruct reasonable access to or visibility of the Premises during Operating Hours, except on an emergency basis, and any non-emergency work which would violate the foregoing shall be performed after or before Operating Hours, at Landlord's sole expense. In the event of an emergency, Landlord shall take all actions reasonably necessary to reduce and minimize any obstructions. In addition, and notwithstanding any of the foregoing, Landlord shall make commercially reasonable efforts to prohibit the placement of a kiosk within fifteen (15) feet of the storefront of the Premises.

Section 9.6 Roof and Walls.

Unless Landlord first grants Tenant the right to use same in writing, Landlord shall have the exclusive right to use all or any part of the roof or ceiling plenum of the Premises for any purpose

and to install, maintain, use, repair, and/or replace within the Premises and demising walls, any pipes, ducts, conduits, wires, and all other mechanical equipment serving other parts of Navy Pier. Provided, such activity shall be coordinated with Tenant and conducted in a manner which does not materially and adversely interfere with Tenant's business.

Section 9.7 No Co-tenancy Requirements.

Landlord reserves the absolute right to effect other tenancies at Navy Pier as Landlord shall determine in the exercise of its sole business judgment. Tenant agrees and acknowledges that it is not relying on, nor does Landlord represent: (1) that as of or after the Lease Commencement Date any specific tenant, or occupant, or the number of tenants, or occupants, shall occupy any space in the all or any portion of Navy Pier or in surrounding buildings; (2) the hours or days that such other tenants shall or may be open for business, or gross sales which may be achieved by Tenant or any other tenants in all or any portion of Navy Pier; or (3) that any portion or portions of Navy Pier shall be used for any specific purpose (nor that any purpose is expressly prohibited for third parties). A vacation or abandonment of premises or cessation of operations by any other tenant(s) in Navy Pier or any change in the use of any portion or portions of Navy Pier shall not in any way release Tenant from its obligations under this Lease.

Article X - COMMON AREAS

Section 10.1 Use of Common Areas.

Landlord grants to Tenant and its agents, employees, and customers, a non-exclusive license to use the Common Areas in common with others during the Term, subject to the exclusive control and management thereof at all times by Landlord or others, and subject, further, to the rights of Landlord set forth in Sections 9.5, 9.6, 10.2, and elsewhere in this Lease.

Section 10.2 Management and Operation of Common Areas.

Landlord will operate and maintain, or will cause to be operated and maintained, the Common Areas in a manner deemed by Landlord to be reasonable and appropriate and in the best interests of Navy Pier. Landlord will have the right: (a) to establish, modify, and enforce reasonable rules and regulations with respect to the Common Areas, including the Navy Pier Tenant Guidelines attached to this Lease, as same may be amended, supplemented, or replaced; (b) to enter into, modify, and terminate easements, licenses, and other agreements pertaining to the use and maintenance of the Common Areas; (c) to close all or any portion of the Common Areas to such extent as may, in the opinion of Landlord, be necessary to prevent a dedication thereof or the accrual of any rights to any person or to the public therein; (d) to close temporarily or permanently, from time-to-time, any or all portions of the Common Areas; (e) to operate for its own account various income-producing facilities, kiosks, stands, vending machines, and the like in the Common Areas; and (f) to do and perform such other acts in and to these areas and improvements as Landlord shall determine in the exercise of its commercially reasonable business judgment. No exercise by Landlord of any rights herein reserved shall entitle Tenant to any compensation, damages, abatement of Rental, or the like from Landlord for any injury, inconvenience, or loss of business thereby. Provided, Landlord shall apply and exercise its rights under this Section in a

manner which does not discriminate against Tenant as compared to like situated occupants of Navy Pier or is otherwise inconsistent with this Lease and provided that Landlord makes reasonable efforts to complete any work or repairs in a timely manner.

Article XI - - LANDLORD'S INTELLECTUAL PROPERTY/ SPONSORSHIP RIGHTS

Section 11.1 Ownership Rights.

Landlord licenses all right, title and interest to the trademarks and service marks, Navy Pier®, and Navy Pier and Design, among others (“**Navy Pier Marks**”). Tenant must not use, or allow others to use, the Navy Pier Marks for any purpose without the Landlord’s express written consent, subject to such terms and conditions as Landlord may, in its sole discretion, prescribe. Tenant, may however, use the words “Navy Pier,” solely to denote the geographic location of the Premises and Tenant’s permitted business therein.

Section 11.2 Exclusive Sponsorship Agreements.

Landlord reserves the right to enter into agreements to grant exclusive sales or advertising rights (each a “**Sponsorship Agreement**”) to certain products, brands, and/or services (each an “**Official Brand**,” collectively, “**Official Brands**”) on Navy Pier. Accordingly, to the extent permitted by law and except as otherwise expressly approved by Landlord, Tenant shall not sell, serve, advertise, promote, or display at Navy Pier any competing products, brands, or services within, from or outside of its Premises or in any outdoor areas (whether or not considered part of the Premises), including through displays or signs visible through or on any windows facing onto any part of Navy Pier, nor in advertisements, promotional material, or displays referring to Navy Pier or utilizing (if Landlord has not given its express prior written consent thereto) Landlord’s logos or service marks. Tenant shall not interfere with Landlord’s sponsors’ events. If and when, from time-to-time, Landlord enters into any Sponsorship Agreement, then, to the extent permitted by law, and to the extent the same does not materially interfere with Tenant’s Permitted Use, or Menu, Tenant shall and hereby agrees to, sell, advertise, feature, promote, and display the Official Brand or Official Brands covered thereunder and no others within the same sponsorship category. These provisions do not preclude Tenant from negotiating and entering into a Sponsorship Agreement with Landlord, but Landlord shall have no obligation to do so.

Article XII - UTILITIES

Section 12.1 Water, Electricity, Telephone and Sanitary Sewer.

(a) Landlord will allow Tenant the use of existing utility facilities which Landlord warrants are currently metered to points of connection at the Premises to enable Tenant to obtain for the Premises water, electricity, telephone, and sanitary sewer service. Any change to such meters shall be at Tenant’s expense. Subject to the foregoing, Tenant shall arrange for such utility services, subject to conditions set forth in Exhibit D, and shall pay all charges for water, electricity, telephone, and sanitary sewer services used in the Premises and supplied by a public utility company or public authority or any other person,

firm or corporation, including Landlord (which, if supplied by Landlord, must be at reasonable and competitive market rates), supplying the same in the area in which Navy Pier is located.

(b) Landlord, in its sole discretion, shall have the right, from time-to-time, to change the method and source of supply of water, electricity, telephone, and/or sanitary sewer to the Premises, and Tenant agrees to execute and deliver to Landlord such reasonable documentation as may be required to effect such change.

Section 12.2 Heating, Ventilating and Air Conditioning; Natural Gas; No Propane.

(a) Tenant shall install the facilities for heating, ventilating, and air-conditioning the Premises (to the extent such facilities do not presently exist) and shall operate, repair, maintain, and replace same during the Term, all at its sole cost and expense.

(b) Tenant shall pay Landlord's standard charges (so long as such charges are reasonable and competitive market rates, and in the case of domestic water, without any up-charge or mark-up) in effect from time-to-time for condenser water, chilled water, and/or domestic water provided to the Premises. Such charges shall be payable fifteen (15) days after Tenant is billed by Landlord.

(c) Tenant is not permitted to bring propane gas onto, nor use propane gas on Navy Pier.

Section 12.3 Miscellaneous Utilities.

Except for such building systems and repairs that are the responsibility of Landlord hereunder, Tenant shall be solely responsible for, and shall promptly pay all charges for the maintenance, repair, and replacement of, all systems and distributions channels relating to, miscellaneous utilities such as, but not limited to, telephone, internet, cable, electronic alarm services, guard or security services, janitors, and/or any other utility services used or consumed in the Premises.

Section 12.4 Fire Protection Sprinkler System.

Landlord shall provide, install, repair, and maintain, or cause to be provided, installed, repaired, and maintained, a fire protection sprinkler system in the Premises, which system shall remain the property of Landlord. Additionally, any Tenant Improvements made by Tenant with respect to the fire protection sprinkler system shall, upon the end of the Term, become and remain the property of Landlord.

Section 12.5 Discontinuances and Interruptions of Utility Services.

Except to the extent arising out of Landlord's or its agents gross negligence or willful misconduct, Tenant acknowledges and agrees that Landlord and its agents shall not be liable in damages, by abatement of Rental or otherwise, for failure to furnish or delay in furnishing any service required to be furnished by Landlord, if any. No such failures or delays in any service required to be furnished by Landlord, if any, nor any inability of Tenant to obtain utility service, nor any failure or delay of any utility service provider to provide utility service shall be deemed to constitute an eviction or disturbance of Tenant's use and possession of the Premises, nor relieve Tenant from paying Rental or performing any of its obligations under this Lease.

Section 12.6 Certain Restaurant Equipment and Maintenance.

(a) Tenant shall install within the Premises all necessary exhaust fans and systems, ductwork and venting to ensure that all smoke, odors, vapors, and steam are exhausted from the kitchen to prevent discharge of such airborne particulates into common areas of Navy Pier or spaces leased to other tenants.

(b) Without limiting, but rather in addition to, Tenant's obligations elsewhere in this Lease, Tenant shall use, operate and maintain, in good repair, in a clean and sanitary condition, and in accordance with all applicable laws, codes, ordinances, and regulations of any governmental authority having jurisdiction, kitchen grease traps, associated drain lines, sump pit, and exhaust systems within the Premises. Tenant shall comply with Landlord's reasonable requirements relating to sanitation, extermination, garbage service, grease traps, associated drain lines, sump pit, and kitchen exhaust systems, and Tenant shall pay all costs and expenses in connection with compliance with such requirements. Tenant shall obtain and maintain in force commercially reasonable maintenance contracts with respect to this equipment with reputable contractors approved in advance by Landlord. Tenant shall furnish copies of proposed contracts to Landlord prior to execution by Tenant for review by Landlord and shall furnish copies of such executed contracts to Landlord prior to opening for business and thereafter from time-to-time as renewed, changed, or replaced, which contracts shall not be materially changed or replaced without Landlord's prior written consent. In addition, Tenant shall maintain in good working order and condition and in accordance with rules and regulations of insurers of the Premises and Navy Pier, all fire extinguishing systems in the Premises.

(c) If Tenant's kitchen exhaust systems connect to pipes, stacks, vents, or other facilities located outside the Premises, Tenant shall pay its proportionate share of all costs of cleaning, degreasing, and maintenance of such facilities outside the Premises, which services may be performed by Landlord or another user of such facilities.

(d) Tenant shall, at its cost, engage professional exterminators to service all food preparation and storage areas to keep the Premises and Building free from insects, rodents, and other pests as frequently as necessary, in Landlord's commercially reasonable determination.

If Tenant fails to perform its obligations under this Section 18.35, then Landlord may arrange for such work, and Tenant shall pay the cost thereof to Landlord within ten (10) days after demand, plus an administrative charge of four percent (4%) of such costs for coordination, supervision, and overhead.

Article XIII - INDEMNITY AND INSURANCE

Section 13.1 Indemnity by Tenant.

(a) To the fullest extent permitted by law, Tenant shall and does hereby indemnify and agree to hold Landlord, its officers, agents, and employees, harmless, and, at Landlord's option, defend some or all of the foregoing, from and against any and all claims, actions, damages, liabilities, and expenses, including reasonable attorneys', court costs, and other professional fees and costs, in connection with loss of life, personal injury, or damage to or loss of property arising from or out of the occupancy or use by Tenant of the Premises or any part thereof or any part of Navy Pier, or arising out of, or in any way

relating to: (i) any act or omission of Tenant, or any Tenant Party; (ii) or any breach of Tenant's obligations and/or representations and warranties under this Lease.

(b) Tenant's indemnity obligation is not limited in any way by the amounts required under insurance requirements contained in this Lease, and shall survive the termination or early expiration of this Lease.

Section 13.2 Landlord Not Responsible for Acts of Others.

Except as otherwise prohibited by law, and to the fullest extent permitted by law, Landlord shall not be responsible or liable to Tenant, or to those claiming by, through or under Tenant, for any loss or damage which may be occasioned by or through the acts or omissions of persons occupying space adjoining the Premises, or any part of the premises adjacent to or connecting with the Premises, or any other part of Navy Pier, or otherwise, or for any loss or damage resulting to Tenant, or those claiming by, through or under Tenant, or its or their property, from the breaking, bursting, stoppage, or leaking of electrical cable and wires, or water, gas, sewer, or steam pipes. To the maximum extent permitted by law, Tenant agrees to use and occupy the Premises, and to use such other portions of Navy Pier as Tenant is herein given the right to use, at Tenant's own risk.

Section 13.3 Insurance.

During the Term, Tenant and Landlord shall maintain insurance in accordance with the attached Exhibit K.

Article XIV - DAMAGE AND DESTRUCTION

Section 14.1 Landlord's Obligation to Repair.

(a) If the Premises shall be damaged by fire, the elements, accident, or other casualty, including damages or casualties of war or terror (any of such causes being referred to in this Lease as a "Casualty"), but the Premises are not thereby be rendered wholly or partially untenantable, then, subject to the provisions of Section 14.2, Landlord shall cause such damage to be repaired (except for those items which are Tenant's responsibility, including those set forth below in Sections 14.1(c) and (d)), and there shall be no abatement of Rental. For purposes of this Article, the term "untenantable" shall mean that the Premises cannot reasonably be used for the conduct of Tenant's usual business in the ordinary course.

(b) Any repair to be performed by Landlord as a result of a Casualty shall be subject to modifications required by zoning and building codes and other laws then in effect, and Landlord shall have no liability for its compliance with same. Landlord's repairs shall be made with reasonable diligence subject to delays for insurance adjustments, zoning laws, building codes, and other laws then in effect and matters beyond Landlord's reasonable control. Notwithstanding the foregoing, Landlord shall use commercially reasonable efforts to minimize interference with or disruption of Tenant's business and reasonable access to and visibility of the Premises.

(c) Unless caused by the negligence or willful acts of Landlord, its contractors, employees, or agents acting within the scope of their contract, employment or agency, (in which case, in addition to other damages sustained by Tenant, Rental shall abate in a proportion commensurate with the interruption

and/or interference with Tenant's business as provided in Section 18.37), Landlord shall not be liable for interruption to Tenant's business or for damage to, or replacement or repair of, Tenant's personal property (including inventory, trade fixtures, floor coverings, furniture, and other property removable by Tenant under the provisions of this Lease) or to any leasehold improvements, including the Tenant Improvements, installed in the Premises. Such repair, replacement, and restoration of same shall solely be Tenant's responsibility.

(d) Tenant will commence and proceed with reasonable diligence to repair, replace, and restore its leasehold improvements, including the Tenant Improvements, in accordance with the terms of this Lease applicable to work performed by Tenant. Tenant will take such action as is necessary to make available applicable insurance proceeds on Tenant's leasehold improvements, including the Tenant Improvements, and personal property in the Premises which Tenant is required as set forth herein.

Section 14.2 Landlord's Option to Terminate Lease.

(a) Notwithstanding anything contained in Section 14.1, if as a result of a Casualty and/or other similar occurrence in or to the Family Pavilion, the Food Experience and/or Navy Pier:

- (i) the Premises are: (i) rendered wholly or partially untenantable as determined by Landlord; (ii) damaged as a result of any cause which is not covered by Landlord's insurance or for which Landlord does not receive reimbursement; or (iii) damaged or destroyed in whole or in part during the last twenty-four (24) months of the Term;
- (ii) the cost of replacement of the Premises shall exceed fifty percent (50%) of the then insured value thereof;
- (iii) the Family Pavilion, the Food Experience, or material portions of Navy Pier shall be so substantially damaged that it is reasonably necessary or desirable, in Landlord's sole judgment, to demolish all, or a material portion, of the Family Pavilion, the Food Experience, and/or Navy Pier for the purpose of reconstruction;
- (iv) the Family Pavilion, the Food Experience and/or material portions of Navy Pier are damaged in excess of, thirty three percent (33%) or more of: (i) Landlord's Leasable Retail Area; or (ii) the then-insured value of the Family Pavilion or of the Food Experience or of Navy Pier as a whole;
- (v) any ground lease or other superior lease, including the Prime Lease (defined hereafter), is terminated; or
- (vi) repayment of the loan secured by a mortgage or other financing vehicle affecting all or any portion of Navy Pier is accelerated as a result of such Casualty; or
- (vii) it will, in Landlord's reasonably opinion, take more than one hundred twenty (120) days to repair any damage caused in connection with a Casualty,

(b) In the event of an occurrence as set forth in Section 14.2(a), either Party may elect to terminate this Lease by giving to the other Party notice of such election within one hundred twenty (120) days after the occurrence of such Casualty. If such notice is given, the rights and obligations of the parties shall cease as of the date of such notice, except for obligations of Parties accruing prior to such termination. In such case, Rental, including the Annual Breakpoint (other than any Percentage Rent and Additional Rental due Landlord by reason of Tenant's failure to perform any of its obligations hereunder) shall be adjusted as of the date of such termination. In the event Tenant fails to maintain insurance as required by this Lease, the foregoing sentence shall be deemed inapplicable, and Rental shall not be adjusted or abated whatsoever, and all Rental shall be immediately deemed accelerated. Upon a termination pursuant to this Section 14.2, any Rent paid in advance and the Security Deposit, less any adjustment for Percentage Rent owed, shall be returned to Tenant within ten (10) business days of such termination.

Section 14.3 Waiver of Claims and Subrogation.

Neither Landlord nor Tenant shall be liable to the other or to any insurance company (by way of subrogation or otherwise) insuring the other party for any loss or damage to any building, structure or other tangible property, or any resulting loss of income and benefits, even though such loss or damage might have been occasioned by the negligence of such party, its agents, employees, guests or invitees if any such loss or damage is covered by insurance benefiting the party suffering such loss or damage or was required to be covered by insurance pursuant to this Lease (and each hereby waives any such claims against the other). Landlord and Tenant shall require their respective insurance companies to include a standard waiver of subrogation provision in their respective policies.

Section 14.4 Indemnification by Tenant.

Tenant shall indemnify, defend and hold harmless the Landlord and Landlord's agents, officers, directors, members, shareholders, partners, employees, and contractors ("Landlord's Indemnitees") of, from and against any and all claims that any Landlord Indemnitee may incur arising out of (a) injuries occurring within the Premises (or the outdoor or atrium seating area, if any, during times Tenant is operating the outdoor seating area); (b) any willful acts or gross negligence of Tenant or Tenant's agents, employees, or contractors; or (c) the failure of any representation or warranty made by Tenant herein to be materially true when made, except that Tenant's indemnity shall not apply to the extent any of the foregoing arises out of the willful or grossly negligent acts or omissions of any Landlord Indemnitee. This indemnity shall survive termination of this Lease only as to claims arising out of events that occur prior to termination of this Lease.

Section 14.5 Indemnification by Landlord.

Landlord shall indemnify, defend and hold harmless the Tenant and Tenant's agents, officers, directors, members, partners, shareholders, employees, and contractors ("Tenant's Indemnitees") of, from and against any and all claims that any Tenant Indemnitee may incur arising out of (a) any willful acts or gross negligence of Landlord or Landlord's agents, employees, or contractors; or (b) the failure of any representation or warranty made by Landlord herein to be materially true when made, except that Landlord's indemnity shall not apply to the extent any of the foregoing

arises out of the willful or grossly negligent acts or omissions of any Tenant Indemnitee. This indemnity shall survive termination of this Lease only as to claims arising out of events that occur prior to termination of this Lease.

Article XV - CONDEMNATION

Section 15.1 Taking Resulting in Termination of this Lease.

If all or part of the Premises, Navy Pier, the Family Pavilion, and/or the Food Experience is taken by right of eminent domain, and whether by condemnation or deed in lieu thereof and: (a) in the reasonable opinion of Landlord, the portion of Navy Pier, the Family Pavilion, and/or the Food Experience not so taken will not constitute a suitable and practical improvement for the remaining land, and/or the operation of Navy Pier, the Family Pavilion, and/or the Food Experience in the same manner as before is not economically feasible; (b) the portion of Navy Pier, the Family Pavilion, the Food Experience, and/or Premises so taken (if applicable) is such that a reasonable amount of reconstruction of the balance not so taken would not reasonably allow Tenant to use the Premises for the Permitted Use; or (c) the entire Premises are taken, then this Lease shall expire and terminate on the earlier to occur of the date when title vests in the condemning authority or when possession of the Premises and/or affected area is taken, and Tenant shall not be responsible for any payments of Rental hereunder which become due and payable with respect to any period after such date.

Section 15.2 Partial Taking.

If a portion (but not all) of Navy Pier, the Family Pavilion, the Food Experience, and/or Premises is taken by right of eminent domain, whether by condemnation or deed in lieu thereof, but this Lease does not terminate as provided in Section 15.1, then if any reconstruction of Navy Pier, the Family Pavilion, the Food Experience, and/or Premises is necessary to reasonably allow Tenant to use the Premises for Permitted Use, Landlord shall promptly undertake and complete such reconstruction to the extent of available condemnation proceeds (if permitted under the terms of any mortgage or other financing vehicle, and any ground lease or other superior lease, including the Prime Lease), subject to modifications required by zoning and building codes and other laws then in effect. All Rental (other than Percentage Rent and any Additional Rental due Landlord by reason of Tenant's failure to perform any of its obligations hereunder) shall be reduced as of the date title vests in the condemning authority in the same proportion as the square footage of the Premises so taken bears to the entire Premises. The Annual Breakpoint shall similarly be reduced as of such date based on the proportion taken.

Section 15.3 Effective Date of Termination.

If any notice of termination is given pursuant to this Article, this Lease and the rights and obligations of the parties under this Lease accruing thereafter shall terminate as of the date of such notice, and Rental (other than any Additional Rental due Landlord by reason of Tenant's failure to perform any of its obligations hereunder) shall be adjusted as of the sooner of date of such termination and the date possession is taken from Tenant.

Section 15.4 Condemnation Awards.

All compensation awarded for any taking of the Premises, the Family Pavilion, the Food Experience, and/or Navy Pier or any interest therein shall belong to, and be the property of, Landlord, and Tenant hereby assigns any and all rights it may have with respect thereto to Landlord. Tenant may petition for reimbursement from the condemning authority (if permitted by law), for moving expenses or the expense of removal of Tenant's trade fixtures, but only if such action shall not reduce the amount of the award or other compensation otherwise recoverable from the condemning authority by Landlord, and, provided further that any such right of Tenant shall be subject and subordinate to rights of any mortgagee, ground lessor, and the like, including Prime Landlord, with respect to condemnation proceeds.

Article XVI - ASSIGNMENTS, TRANSFERS AND SUBLETTING

Section 16.1 Landlord's Consent Required.

(a) Except as expressly provided in this Article 16, Tenant shall not assign or otherwise transfer any right, title, or interest in this Lease, in whole or in part, nor sublet (including to franchisees or franchisors) all or any part of the Premises, nor license concessions or lease departments therein, nor pledge or encumber by mortgage or other instruments its interest in this Lease, nor permit others to use or occupy the Premises, without first obtaining the written consent of Landlord, which consent may be withheld in Landlord's sole and absolute discretion. This prohibition includes any subletting or assignment which would otherwise occur by operation of law, merger, consolidation, reorganization, transfer, or other change of Tenant's corporate or proprietary structure, or an assignment or subletting to or by a receiver or trustee in any federal or state bankruptcy, insolvency, or similar proceeding. Consent by Landlord to any assignment or subletting shall not constitute a waiver of the requirement for such consent to any subsequent assignment or subletting. If Tenant shall request Landlord's consent to any such assignment or subletting, Tenant shall pay to Landlord: (i) the sum of Two Thousand Dollars (\$2,000.00) to cover Landlord's administrative costs and overhead in connection with such assignment or subletting; and (ii) any additional reasonable costs and expenses, including reasonable attorneys' fees, incurred by Landlord in connection with Landlord's review of such assignment or subletting. The aforementioned sums shall be payable to Landlord regardless of whether or not Landlord consents to such assignment or sublease.

(b) In the event of any sublease of all or any portion of the Premises, or assignment of this Lease, where the Rental reserved in the sublet exceeds the Rental or pro rata portion of the Rental, as the case may be, for such space reserved in this Lease, or where consideration is received for an assignment of this Lease, Tenant shall pay to Landlord: (i) monthly, as Additional Rental, at the same time as the monthly installments of Annual Base Rental hereunder, the excess of the Rental reserved in the sublease or assignment over the Rental reserved in this Lease applicable to the subleased space, in case of a sublease; and (ii) when any consideration received in case of an assignment.

(c) Tenant shall submit to Landlord a request for permission to assign, transfer, or sublet this Lease, or any portion thereof or any portion of the Premises, setting forth a proposed effective date of the assignment, transfer, or sublease, which date shall be not less than sixty (60), nor more than one hundred twenty (120), days after such request has been made to Landlord. Not less than five (5) days prior to the effective date of such assignment, transfer or sublet, Tenant shall provide Landlord with a copy of the proposed sublease, transfer, or assignment, copies of all agreements collateral thereto, and an Affidavit of Ownership Interest in the form attached hereto as Exhibit G (or in Landlord's then-current form), with

respect to the proposed sublessee, transferee, or assignee and other information concerning the proposed subtenant, transferee, or assignee, or its business that Landlord may reasonably request. In addition to Landlord's reasonable right to approve or disapprove the proposed sublease, transfer, or assignment, as set forth above, Landlord shall have the right, to be exercised by giving notice to Tenant within thirty (30) days after receipt of Tenant's notice, to terminate this Lease as to all the Premises, and/or portion thereof, described in the proposed sublease, transfer, or assignment. If notice of termination is given as to the entire Premises, then this Lease shall terminate on the proposed effective date of the sublease, transfer, or assignment as if it were the expiration of the Term. If the notice of termination covers only part of the Premises, then this Lease shall terminate as to that portion of the Premises as if it were the expiration of the Term as to that portion of the Premises. In such case, the Rental (and the Annual Breakpoint) shall be adjusted on the basis of the proportion of the gross rentable square footage retained by Tenant to Tenant's Premises originally demised, this Lease as so amended shall continue thereafter in full force and effect. In such event, Tenant, at its sole cost and expense, shall demise the portion of the Premises so removed from this Lease from the portion of the Premises retained by Tenant. No termination of this Lease with respect to all or part of the Premises shall become effective without the prior written consent, where necessary, of each mortgagee, ground lessor, and Prime Landlord. Notwithstanding if Landlord gives notice of its termination under this paragraph, Tenant shall have the right, to be exercised by giving notice to Landlord within ten (10) days after receipt of Landlord's notice of termination, to withdraw its request for permission to assign, transfer or sublet (but Tenant's payment of the sums required by Section 16.1(a) shall remain due) and, in such event, Landlord's notice of termination shall be of no force or effect. The failure of Landlord to exercise its right of termination shall not be construed in any manner to be an approval of Tenant's request to assign, transfer, or sublet, such approval to be effective only if given in writing by Landlord to Tenant.

Section 16.2 Assignment to Affiliate; Change in Control.

(a) Notwithstanding anything contained in Section 16.1 to the contrary, and provided Tenant is not in default after written notice and the expiration of the applicable cure period, Tenant shall have the right upon written notice to Landlord within thirty (30) days prior to any such assignment, to assign its entire interest under this Lease to any parent or subsidiary affiliate entities of Tenant or to the surviving entity in the case of a merger, consolidation, or acquisition between Tenant and any of its subsidiaries ("Affiliate") for any of the then remaining portion of the unexpired Term, without Landlord's consent, at any time during the Term, of this Lease, provided that: (i) the net assets of the Affiliate at the time of the assignment shall not be less than the greater of the net assets of Tenant at the time of: (1) the signing of this Lease; and (2) the day immediately prior to such transfer; (ii) the Affiliate provides Landlord with audited financial statements certifying such net assets; (iii) the Affiliate continues to operate the business conducted in the Premises under the same Tenant Trade Name, in and in substantially the same manner as Tenant, and pursuant to all of the terms and provisions of this Lease; (iv) the Affiliate has proven experience in operating a business similar to the Permitted Use; (v) the Affiliate shall assume in writing in a form reasonably acceptable to Landlord, all of the Tenant's obligations under this Lease and Tenant shall provide Landlord with a copy of such assignment; and (vi) Tenant (on a joint and several basis with such Affiliate) continues to remain liable on this Lease for the performance of all terms, including, but not limited to, payment of Rental due under this Lease, unless the net worth of such Permitted Transferee is greater than that of Tenant at the time of the transfer, in which case, Tenant shall be released of all liability under the Lease.

(b) If Tenant, or if the general partner of Tenant, is a corporation (other than a corporation the outstanding voting stock of which is listed as of the date of execution of this Lease on a "national securities exchange", as defined in the Securities Exchange Act of 1934, as amended), and if, at any time after execution of this Lease, any part of the corporate shares shall be transferred by sale, assignment, bequest, inheritance, operation of law, or other voluntary or involuntary disposition (including, but not limited to, such a transfer to or by a receiver or trustee in federal or state bankruptcy, insolvency, or other proceedings) in any transaction or series of transactions so as to result in a change in control, Tenant shall give Landlord notice of such event, which notice shall be accompanied by an Affidavit of Ownership Interest in the form attached hereto as Exhibit G (or in Landlord's then current form), reflecting such change in control.

(c) If Tenant is a partnership or limited liability company, Tenant shall notify Landlord of any transaction or series of transactions (including any withdrawal or admission of a partner or member or any change in any partner's or member's interest in Tenant, whether by reason of sale, assignment, bequest, inheritance, operation of law, or other voluntary or involuntary disposition, or any transfer to or by a receiver or trustee in federal or state bankruptcy, insolvency, or other proceedings, or any combination of any of the foregoing transactions) which results in a change in control of Tenant, and shall accompany its notice thereof by an Affidavit of Ownership Interest in the form attached hereto as Exhibit G (or in Landlord's then current form), reflecting such change in control.

(d) The term "control" as used in this Section 16.2 means the power to directly or indirectly direct or cause the direction of the management or policies of Tenant. Whether or not Tenant has given Landlord the notice required by this Section 16.2, a change in control of Tenant shall be deemed an assignment, and shall be subject to the consent and other provisions of Section 16.1.

Section 16.3 Acceptance of Rental from Transferee.

(a) The acceptance by Landlord of the payment of Rental following any assignment or other transfer prohibited by this Article shall not be deemed to be a consent by Landlord to any such assignment or other transfer, nor shall the same be deemed to be a waiver of any right or remedy of Landlord hereunder.

(b) If Tenant shall assign this Lease if, and to the extent permitted herein, the assignee shall expressly assume all of the obligations of Tenant hereunder in a written instrument reasonably satisfactory to Landlord, a draft of which instrument shall be furnished to Landlord not later than thirty (30) days prior to the effective date of the assignment. The final instrument shall be in substantial and material conformance with the draft reviewed and approved by Landlord. If Tenant shall sublease the Premises as permitted herein, Tenant shall obtain and furnish to Landlord, not later than thirty (30) days prior to the effective date of such sublease and in form satisfactory to Landlord, the final, fully executed sublease agreement. Any such sublease shall be consistent with the terms of this Lease, and shall contain the subtenant's written agreement to the effect that the subtenant will attorn to Landlord, at Landlord's option and written request, in the event this Lease terminates before the expiration of the sublease, as well as other terms and conditions required by Landlord. Each sublease shall require the subtenant to carry insurance required under this Lease for the benefit of Landlord and the Prime Landlord, and shall also include indemnity and waiver provisions as contained in this Lease for the benefit of Landlord.

Article XVII - DEFAULT

Section 17.1 “Event of Default” Defined.

Any one or more of the following events, following written notice from Landlord and an opportunity for Tenant to cure such alleged default as provided below shall constitute an “**Event of Default**” for which Landlord shall have the remedies provided for it in Section 17.3 and elsewhere in this Lease:

- (i) Failure of Tenant to pay any Rental or other sum of money on or prior to the date on which the same is due hereunder, where such failure continues for a period of ten (10) days after written notice thereof from Landlord as provided herein for the first and second such failure in any Lease Year. Thereafter, such notice period shall be reduced to five (5) days and in lieu of written notice may be provided by email provided it is sent to both manolis@tagrestaurants.com and DPapadakis@KPGlaw.com or such other email addresses as Tenant may from time to time designate by notice as provided herein
- (ii) Failure by Tenant to perform or observe any material covenant or material agreement of this Lease (other than default in payment of Rental, the other defaults enumerated below, or any other failure for which a specific notice and cure period is specified elsewhere in this Lease), which failure is not cured within thirty (30) days after the giving of notice thereof by Landlord unless such default is of such nature that it cannot be cured within such thirty (30) day period, in which case no Event of Default shall occur so long as Tenant shall commence the curing of the default within such thirty (30) day period and shall thereafter complete the curing thereof with diligence and continuity.
- (iii) Tenant vacates or abandons the Premises, or fails to take possession of the Premises when available for occupancy, whether or not Tenant thereafter continues to pay the Rental due under this Lease, and such is not cured within thirty (30) days after the giving of notice thereof by Landlord;
- (iv) A failure by Tenant to commence or continually conduct and operate its business in accordance with the provisions of Sections 4.6 or 4.7 and/or Article VIII hereof, which failure is not cured within thirty (30) days after the giving of notice thereof by Landlord.
- (v) If Tenant or an agent of Tenant shall intentionally falsify or misrepresent any report or disclosure document or provide any other materially incorrect information required to be furnished to Landlord pursuant to the terms of this Lease, which is not cured within thirty (30) days after the giving of notice thereof by Landlord. Provided, this shall not include good faith but incorrect representations or disclosures.

- (vi) Tenant's failure to obtain and maintain the Letter of Credit or other Security Deposit required under Section 5.9.
- (vii) The making by Tenant of an assignment for the benefit of its creditors, or if in any other manner Tenant's interest in this Lease shall pass to another by any means prohibited herein, including by operation of law.
- (viii) The sale of Tenant's interest in the Premises under attachment, execution, or similar legal process, or, if Tenant is adjudicated a bankrupt or insolvent.
- (ix) The filing of a voluntary or involuntary petition proposing the adjudicating of Tenant or any guarantor of Tenant's obligations hereunder as a bankrupt or insolvent, or the reorganization of Tenant or any guarantor of this Lease, or an arrangement by Tenant or any such guarantor with its creditors, whether pursuant to the United States Bankruptcy Code, 11 U.S.C. §101, et seq., as amended or superseded from time-to-time ("Bankruptcy Code") or any similar federal or state proceedings, unless such petition is filed by a party other than Tenant or any guarantor of this Lease, and same is withdrawn or dismissed within thirty (30) days after the date of filing.
- (x) Evidence in writing by Tenant of its inability to pay its debts when due.
- (xi) The appointment of a receiver or trustee for the business or property of Tenant or any guarantor of this Lease.
- (xii) The occurrence of any other event described as constituting an "Event of Default" or a default elsewhere in this Lease, which is not cured within thirty (30) days after the giving of notice thereof by Landlord, or such other longer period reasonably necessary to cure such default provided that Tenant promptly commences and diligently pursues such cure to completion.
- (xiii) The occurrence of any event described as constituting a default (after any applicable notice and cure period) under any other agreement that Tenant may have with the Landlord.

Section 17.2 Bankruptcy.

(a) Upon the filing of a petition by or against Tenant under the Bankruptcy Code and upon such filing of the petition, Tenant, as debtor or as debtor in possession, agrees:

- (i) To perform promptly and fully each and every obligation of Tenant under this Lease, including the obligations set forth in Section 5.1 of this Lease, until such time as this Lease is either rejected or assumed by order of a United States Bankruptcy Court or other United States Court of competent jurisdiction; or deemed rejected by operation of law, pursuant to 11 U.S.C. §365(c)(4).

- (ii) Notwithstanding anything in this Lease to the contrary, all amounts payable by Tenant to or on behalf of Landlord hereunder, whether or not expressly denominated as rent or Rental, shall constitute "rent" for the purposes of Section 502(b)(7) of the Bankruptcy Code, including reasonable attorneys' fees incurred by Landlord by reason of Tenant's bankruptcy.
- (iii) That this is a "lease of real property in a shopping center" as such term is used in the Bankruptcy Code.
- (iv) That included within and in addition to any other conditions or obligations imposed upon Tenant in the event of assumption and/or assignment are the following:
 - (A) In the event of assignment, the execution and delivery to Landlord of an instrument by which the assignee assumes all of the obligations arising under this Lease from and after the date of assignment pursuant to the provisions of the Bankruptcy Code.
 - (B) The cure of any defaults and the compensation of pecuniary loss resulting from any such default, within thirty (30) days after assumption.
 - (C) The Permitted Use of the Premises, and the maintenance of the quality, quantity, or lines of merchandise of any goods or service required to be offered for sale be continually offered from the Premises; it being understood and agreed that compliance with the provisions of Section 1.1, and other provisions in this Lease relating to the Permitted Use, is essential to preserve the tenant mix in Navy Pier.
 - (D) In the event of assignment, any options granted Tenant herein, such as expansion, extension, renewal, right of first refusal, right of first offer, termination, and the like, shall be deemed null and void to the fullest extent permitted by law.
 - (E) Adequate assurance of future performance under this Lease, for the purpose of assumption or assignment, shall include adequate assurance:
 - (1) of the source of rent or Rental and other consideration due under this Lease, and in the event of assignment, that the financial condition and operating performance of the proposed assignee and its guarantors, if any, shall be at least equal to the financial condition and operating performance of the Tenant and its guarantors, if any, as of either: the time the Tenant became the lessee under this Lease; or the date immediately prior to such transfer, whichever is greater;
 - (2) that any percentage rent or Percentage Rent due under this Lease will not decline;

(3) that any assumption or assignment of this Lease is subject to all the provisions thereof, including (but not limited to) provisions such as radius, location, use, or exclusivity provisions, and will not breach any such provisions contained in any other lease, financing agreement, or any other agreement relating to Navy Pier;

(4) that assumption or assignment of this Lease will not disrupt any tenant mix or balance in Navy Pier in Landlord's sole reasonable opinion.

(F) The adequate assurance and demonstrations in writing by a debtor, debtor in possession, or assignee of such debtor in possession of such party's sufficient background, including, but not limited to, substantial retailing experience in shopping centers of comparable size and financial ability to operate out of the Premises pursuant to the terms and conditions of this Lease, and to meet all other reasonable criteria of Landlord as did Tenant upon execution of this Lease.

(G) The Premises, at all times, remain a single store, and no physical changes of any kind are made thereto unless in compliance with the applicable provisions of this Lease.

(b) Nothing contained in this Section shall be deemed in any manner to limit, waive, or otherwise negatively affect Landlord's rights and remedies under the Bankruptcy Code, as presently existing or as may hereafter be amended.

(c) No default of this Lease by Tenant, either before or after the filing of any such petition, shall be deemed to have been waived unless expressly done so in writing by Landlord.

Section 17.3 Remedies.

(a) Upon the occurrence of an Event of Default, Landlord, without notice to Tenant in any instance (except where expressly provided for below, or required by applicable law) shall have the option to pursue any one or more of the following remedies and except as otherwise required under this Lease without any notice or demand whatsoever, concurrently or consecutively and not alternatively:

(i) perform on behalf and at the expense of Tenant, any obligation of Tenant under this Lease which Tenant has failed to perform. Without limiting the generality of the foregoing, Landlord may, at Landlord's option, enter into and upon the Premises if Landlord determines in its reasonable discretion that Tenant is not acting within a commercially reasonable time to maintain, repair, or replace anything for which Tenant is responsible under this Lease or to otherwise effect compliance with its obligations under this Lease and correct the same, without being deemed in any manner guilty of trespass, eviction, or forcible entry and detainer, and without incurring any liability for any damage or interruption of Tenant's business resulting therefrom. In such event, Tenant agrees to reimburse Landlord within five (5) days of Landlord's demand as Additional Rental, for any expenses which Landlord

may incur in thus effecting compliance with Tenant's obligations under this Lease, plus as administrative charge of four percent (4%) of such costs, all with interest at the Default Rate.

- (ii) terminate this Lease;
- (iii) terminate the right of Tenant to possession of the Premises without terminating this Lease, whereupon the right of Tenant to possession of the Premises or any part thereof shall cease;
- (iv) distrain for rent;
- (v) enforce and protect the rights of Landlord hereunder by a suit or suits in equity or at law for the specific performance of any covenant or agreement contained herein;
- (vi) enforce any security interest granted under this Lease as permitted by law, including the sale at public or private sale of any Collateral; and/or
- (vii) exercise any other legal or equitable right or remedy which it may have.

(b) Upon any termination of this Lease, whether by lapse of time or otherwise, or upon any termination of Tenant's right to possession without termination of this Lease, Tenant shall surrender possession and vacate the Premises immediately, and deliver possession thereof to Landlord, and Tenant hereby grants to Landlord full and free license to enter into and upon the Premises in such event and to grant possession to Landlord of the Premises and to expel or remove Tenant and any others who may be occupying or be within the Premises and to remove Tenant's signs and other evidence of tenancy and all other property of Tenant therefrom without being deemed in any manner guilty of trespass, eviction, or forcible entry or detainer, and without incurring any liability for any damage resulting therefrom, Tenant waiving any right to claim damages for such re-entry and expulsion, and without relinquishing Landlord's right to Rental or any other right given to Landlord under this Lease or by operation of law.

(c) Upon any termination of this Lease, whether by lapse of time or otherwise, Landlord shall further be entitled to recover as damages, all Rental, including any amounts treated as Additional Rental under this Lease, and other sums due and payable by Tenant on the date of termination, plus as partial damages and not as a penalty, an amount equal to the sum of: (i) an amount equal to the then present value of the Rental (including Annual Base Rental at the annual rate or respective annual rates for the remainder of the Term specified in this Lease, Percentage Rent (as calculated pursuant to Section 17.7 below), and the amount projected by Landlord to represent Marketing and Advertising Contribution and Common Area Maintenance Contribution) for the remainder of the Term reserved in this Lease, including any amounts treated as Additional Rental under this Lease and all other sums provided in this Lease to be paid by Tenant, discounted at a rate of one percent (1%); (ii) the value of the time and expense necessary to obtain a replacement tenant or tenants, and the estimated expenses described in Subsection 17.3(d)(iii) relating to recovery of the Premises, preparation for reletting (including making alterations and improvements), and for reletting itself; (iii) the reasonable cost of performing any other covenants which would have otherwise been performed by Tenant; (iv) unamortized brokerage commissions and tenant improvement allowances; (v) any Rental (in whole or in part) abatements received by Tenant under this Lease; (vi) any sums to which Tenant has agreed to indemnify Landlord under any of the provisions

of this Lease; and (vii) all other reasonable costs and expenses incurred by Landlord as a result of such Event of Default, including attorneys' fees and costs.

(d) Upon any termination of Tenant's right to possession only without termination of this Lease:

- (i) Neither such termination of Tenant's right to possession nor Landlord's taking and holding possession thereof as provided in Subsection 17.3(c) shall terminate this Lease or release Tenant, in whole or in part, from any obligation, including Tenant's obligation to pay the Rental, including any amounts treated as Additional Rental, under this Lease for the full Term, and if Landlord so elects, but only to the extent not otherwise mitigated, Tenant shall continue to pay to Landlord the entire amount of the Rental as and when it becomes due, including any amounts treated as Percentage Rent (as calculated pursuant to Section 17.7 below) and any amounts treated as Additional Rental under this Lease, for the remainder of the Term plus any other sums provided in this Lease to be paid by Tenant for the remainder of the Term.
- (ii) Landlord shall use commercially reasonable efforts to relet the Premises or portions thereof, but only if, and to the extent, required by applicable law. Landlord and Tenant agree that Landlord shall at most be required to use only the same efforts Landlord then uses to lease other properties or premises in Navy Pier generally, if any, and that in any case that Landlord shall not be required to give any preference or priority to the showing or leasing of the Premises or portions thereof over any other space that Landlord or any affiliate of Landlord may be leasing or have available, and Landlord may place a suitable prospective tenant in any such other space regardless of when such other space becomes available. Landlord shall have the right to: (1) relet the Premises at such terms as Landlord may reasonably obtain, which may be a greater or lesser rental amount and/or term than that remaining under this Lease; (2) relet only a portion of the Premises, or a portion of the Premises or the entire Premises as a part of a larger area; and (3) change the character or use of the Premises. In connection with or in preparation for any reletting, Landlord may, but shall not be required to, make repairs, alterations, and/or additions in or to the Premises and redecorate the same to the extent Landlord deems necessary or desirable, and Tenant shall pay the reasonable cost thereof, together with Landlord's reasonable expenses of reletting, including any commission incurred by Landlord, within five (5) days of Landlord's demand. Landlord shall not be required to observe any instruction given by Tenant about any reletting or accept any tenant offered by Tenant.
- (iii) Unless and until such time as Landlord shall elect to terminate this Lease, and shall thereupon be entitled to recover the amounts specified in Section 17.3(c) and elsewhere in this Lease, Tenant shall pay to Landlord upon demand the full amount of all Rental, including any amounts treated as

Additional Rental under this Lease and other sums reserved in this Lease for the remaining Term, including Percentage Rent, together with the reasonable costs of repairs, alterations, additions, redecorating, and Landlord's expenses of reletting and the collection of the rent accruing therefrom (including attorney's fees and broker's commissions), as the same shall then be due or become due from time-to-time, less only such net consideration as Landlord may have received from any reletting of the Premises. Tenant agrees that Landlord may file suits from time-to-time to recover any sums falling due under this Article as they become due. Any net proceeds of reletting received by Landlord in excess of the amount then owed by Tenant to Landlord from time-to-time shall be credited against Tenant's future obligations under this Lease, but shall not otherwise be refunded to Tenant or inure to Tenant's benefit.

Section 17.4 Remedies Cumulative.

No remedy herein or otherwise conferred upon or reserved to Landlord shall be considered to exclude or suspend any other remedy, but the same shall be cumulative and shall be in addition to every other remedy given hereunder now or hereafter existing at law or in equity or by statute, and/or every power and remedy given by this Lease to Landlord may be exercised from time-to-time, and as often as occasion may rise or as may be deemed expedient. No delay or omission of Landlord to exercise any right or power arising from any default or Event of Default, shall impair any such right or power or shall be construed to be a waiver of any such default or any acquiescence therein. Neither the rights herein given to receive, collect, sue for, or distrain for any Rental or rents, moneys, or payments, or to enforce the terms, provisions, and conditions of this Lease, or to prevent the breach or non-observance thereof, or the exercise of any such right or of any other right or remedy hereunder or otherwise granted or arising, shall in any way affect or impair or toll the right or power of Landlord to declare the Term hereby granted ended, and to terminate this Lease as provided for in this Lease, or to repossess without terminating this Lease, because of any Event of Default in, or breach or default of, the covenants, provisions, and/or conditions of this Lease. Landlord shall use reasonable efforts to mitigate Landlord's damages to the extent required by law and Tenant shall be entitled to submit proof of such failure to mitigate as a defense to Landlord's claims hereunder.

Section 17.5 No Waiver.

No waiver of any breach of any of the covenants of this Lease shall be construed, taken, or held to be a waiver of any other breach or waiver, acquiescence in, or consent to, any further or succeeding breach of the same covenant. Forbearance by either Landlord or Tenant to enforce one or more of the remedies herein provided upon an Event of Default shall not be deemed or construed to constitute a waiver of such default, or create, by "course of dealing" or otherwise, an express or implied amendment to this Lease. Landlord is entitled to accept, receive, and cash or deposit any payment made by Tenant for any reason or purpose or in any amount whatsoever, and apply the same at Landlord's option to any obligation of Tenant and the same shall not constitute payment of any amount owed except that to which Landlord has applied the same. No endorsement or statement on any check or letter of Tenant shall be deemed an accord and satisfaction or otherwise recognized for any purpose whatsoever. The acceptance of any such check or payment shall be

without prejudice to Landlord's right to recover any and all amounts owed by Tenant hereunder and Landlord's right to pursue any other available remedy.

Section 17.6 Right to Re-Enter.

If Landlord terminates this Lease or terminates Tenant's right of possession as provided above, Tenant shall surrender possession and vacate the Premises and immediately deliver possession thereof to Landlord. Landlord may re-enter and take complete and peaceful possession of the Premises, with or without resorting to legal process, full and complete license to do so being hereby granted to Landlord, and Landlord may remove all occupants and property therefrom, without being deemed in any manner guilty of trespass, eviction, or forcible entry and detainer, and without relinquishing Landlord's right to Rental or any other right given to Landlord hereunder or by operation of law.

Section 17.7 Calculation of Percentage Rent.

If termination of this Lease or termination of Tenant's possession under this Lease on account of an Event of Default shall take place after the expiration of three (3) or more Lease Years then, for purposes of computing damages, the Percentage Rent payable with respect to each Lease Year following termination (including the Lease Year in which such termination shall take place) shall be conclusively presumed to be equal to the average Percentage Rent payable with respect to the three (3) complete Lease Year most recently preceding termination. If such termination of this Lease or termination of Tenant's possession shall take place before the expiration of three (3) Lease Years then, for purposes of computing damages, the Percentage Rent payable with respect to each Lease Year following termination (including the Lease Year in which such termination shall take place) shall be conclusively presumed to be equal to twelve (12) times the average monthly payment of Percentage Rent due before such termination.

Section 17.8 Removal of Property.

All property of Tenant removed from the Premises by Landlord pursuant to any provisions of this Lease or of law may be handled, removed, or stored by Landlord at the cost and expense of Tenant, and Landlord in no event shall be responsible for the value, preservation or safekeeping thereof. Tenant shall pay Landlord for all expenses incurred by Landlord for such handling, removal, and storage plus an administrative charge of four percent (4%) of such costs. All such property not removed from the Premises or retaken from storage by Tenant within five (5) days after the end of the Term, however terminated, at Landlord's option, shall be conclusively deemed to have been conveyed by Tenant to Landlord as by bill of sale, without further payment or credit by Landlord to Tenant. The foregoing notwithstanding, Tenant is expressly permitted at its sole election to abandon all furniture, fixtures, and equipment upon Lease termination, and Tenant shall not be responsible for the cost to remove the same from the Premises.

Section 17.9 Attorneys' Fees.

(a) Tenant shall pay all of Landlord's costs, charges, and expenses, including court costs and attorneys' fees, incurred by Landlord: (a) in enforcing Tenant's obligations under this Lease; (b) in any action brought by Tenant in which Landlord is the prevailing party; and/or (c) in any litigation,

negotiation, or transaction in which Tenant causes Landlord, without Landlord's material fault, to become involved or concerned.

(b) Landlord shall pay all of Tenant's costs, charges, and expenses, including court costs and attorneys' fees, incurred by Tenant: (a) in enforcing Landlord's obligations under this Lease; (b) in any action brought by Landlord in which Tenant is the prevailing party; and/or (c) in any litigation, negotiation, or transaction in which Landlord causes Tenant, without Tenant's material fault, to become involved or concerned.

ARTICLE XVIII - MISCELLANEOUS

Section 18.1 Parking.

(a) There are two (2) parking garages on Navy Pier; namely, the East Parking Garage and the West Parking Garage (each a "**Parking Garage**," collectively, "**Parking Garages**") available for use by tenants, customers, employees, and guests of Landlord and tenants, including Tenant. Parking is made available on a first-come, first-served basis, and Tenant shall not be deemed entitled, nor be deemed given, the exclusive rights, to any space or spaces whatsoever.

(b) Generally, users of the Parking Garages shall pay for parking on an hourly or daily basis at rates in effect by the operator of the Parking Garages.

(c) Tenant shall be permitted the exclusive use of one (1) parking pass for use in the Navy Pier garage(s) during the term of this Lease (at no additional charge) subject to Landlord's reasonable rules and regulations therefor.

(d) Tenant shall be permitted to purchase up to 5 monthly parking passes, with in and out privileges, for unreserved parking spaces in the Navy Pier garage(s) at a discounted rate equal to 35% off of the posted rate. For informational purposes, the current rate after discount is \$255 per month but is subject to change in Landlord's sole discretion.

(e) Tenant may not park cars vehicles overnight in any Parking Garage or other parking areas maintained or utilized by Landlord.

(f) Landlord endeavors to provide a variety of parking options for users of Navy Pier. Provided, Landlord shall not be in default under this Lease for failure to provide parking at Navy Pier, including in the Garages, at any time, and Landlord reserves the right to reduce or discontinue parking at any time.

Section 18.2 Marketing Program.

(a) Tenant agrees to participate to the fullest extent in Landlord's program from time-to-time for the general promotion of Navy Pier and Navy Pier events, which program may include: special events; shows; displays; signs; marquees; maps and brochures; décor; seasonal events; print; television; radio; and other media advertisements and market research. Landlord may employ a marketing director, and/or marketing agency, to facilitate programming.

(b) Tenant agrees to pay to Landlord a proportionate share of common marketing and advertising for Navy Pier as set forth in Exhibit M. (the “**Marketing and Advertising Contribution**”) The initial Marketing and Advertising Contribution shall be based upon \$5.00 per sq. ft. per annum through December 31 of the first (1st) Lease Year, and then escalating annually throughout the remainder of the Term, including any Renewal Term, by three percent (3%) as set forth on Exhibit M.

(c) In advertising Tenant’s business in the Premises, Landlord shall have the right to the use of Tenant’s logo and the use of the name of the Tenant’s store and/or business in Navy Pier. Landlord may include Tenant’s name in retail establishment listings for selected marketing materials printed (physically or electronically) for or by the Navy Pier complex. In addition, within five (5) days after Landlord’s request, Tenant shall provide Landlord with five (5) original copies of Tenant’s most recent advertising material for use by Landlord in advertising Tenant’s store and/or business in the Premises.

Section 18.3 Notices.

(a) Any notice, request, demand, approval, or consent given or required to be given under this Lease (except as expressly set forth herein) shall be in writing and shall be given by United States registered or certified mail, return receipt requested, by commercial delivery service, or by nationally recognized overnight courier, with all delivery and postage charges prepaid, and same shall be deemed to have been given on the day actually received or refused, or if unclaimed, on the third (3rd) day following the day on which the same shall have been sent by commercial delivery or overnight courier service or deposited with the United States Postal Service. Payment of Rental and reports of Gross Sales shall be delivered to Landlord’s management office in Navy Pier during normal business hours, or at such other place as Landlord may from time-to-time designate in a notice to Tenant. Otherwise, any such communication to Landlord shall be addressed: Navy Pier, Inc., Attn: President/CEO and General Counsel, Navy Pier, 600 East Grand Avenue, Chicago, Illinois 60611. Any such communication to Tenant shall be addressed to Tenant Notice Address set forth in Section 1.1, with a copy to: Dean J. Papadakis c/o Kaplan Papadakis & Gournis, P.C., 180 North LaSalle Street, Suite 2108, Chicago, Illinois 60601 or such other address as Tenant shall have last designated by written notice to Landlord.

(b) Either party may, at any time, change its address for the above purposes by sending a notice to the other party stating the change and setting forth the new address.

Section 18.4 Estoppe Certificates.

Provided, Landlord is not in material breach and representations are correct, at any time, and from time-to-time, within thirty (30) days after Landlord shall request the same, Tenant will execute, acknowledge, and deliver to Landlord and to such mortgagee, ground lessor, and/or Prime Landlord (or prospective mortgagee, ground lessor, or superior lessor) or other party as may be designated by Landlord, a certificate in a form requested by Landlord or in the form attached hereto as Exhibit H with respect to the matters set forth therein, and such other matters relating to this Lease or to the status of performance of obligations of the parties hereunder as may be requested by Landlord. The matters as set forth in the certificate may be relied upon by the requesting party and any other party for whose benefit such certificate is requested if referred to in the request. If Tenant fails to provide such certificate within thirty (30) days after request by Landlord therefor, such failure shall be, in Landlord’s discretion, deemed an Event of Default, Tenant shall be deemed

to have approved the contents of any such certificate submitted to Tenant by Landlord, and/or Landlord is hereby authorized to so certify on Tenant's behalf.

Section 18.5 Inspections and Access by Landlord.

Tenant will permit Landlord, its agents, employees, and contractors to enter all parts of the Premises at any time upon reasonable notice, to show the Premises to prospective purchasers or lenders of Navy Pier, to inspect same, and to enforce or carry out any provision of this Lease, including any access necessary for the making of any improvements or repairs which are Landlord's right or obligation hereunder. For the period of eighteen (18) months before the expiration of the Term, Landlord shall have the right to show the Premises and all parts thereof to prospective tenants, and at any time, if the Premises are vacated, to make improvements to or otherwise prepare the Premises for subsequent lease, all without relieving Tenant of any liability herein or constituting an eviction hereof. If Tenant shall not be personally present to open and permit an entry into the Premises, Landlord or Landlord's agents may enter the same by a master key, without rendering Landlord or such agents liable therefor, and without in any manner affecting the obligations and covenants of this Lease. Nothing in this Section 18.5 shall be deemed to permit Tenant to abandon or vacate the Premises under any circumstances whatsoever. No such access shall unreasonably interfere with the conduct of Tenant's business.

Section 18.6 Successors and Assigns.

This Lease and the covenants and conditions herein contained shall inure to the benefit of and be binding upon Landlord and its successors and assigns, and shall be binding upon Tenant, its successors and assigns, and shall inure to the benefit of Tenant and only such assigns and subtenants of Tenant to whom the assignment or subleasing of this Lease by Tenant has been consented to in writing by Landlord, if so required pursuant to the terms of this Lease. Upon any sale or other transfer by Landlord of its interest in the Premises and in this Lease, Landlord shall be relieved of all obligations under this Lease, provided the successor assumes, in writing, the obligations under this Lease. In such event, Landlord shall deliver any Security Deposit to the purchaser or transferee of Landlord's interest in Premises and/or this Lease in the event that such interest is transferred, and thereupon Landlord shall be discharged from any further liability with respect to such Security Deposit.

Section 18.7 Compliance with Laws and Regulations.

Tenant, at its sole cost and expense, shall comply, and shall cause the Premises and all work performed by Tenant, its agents, and contractors, to comply with: (a) all federal, state, county, municipal, and other governmental statutes, laws, rules, codes, orders, regulations, and ordinances affecting any part of the Premises, or the use thereof, including, but not limited to, those which require the making of any unforeseen and/or extraordinary changes, whether or not any such statutes, laws, rules, orders, regulations, or ordinances which may be hereafter enacted involve a change of policy on the part of the governmental body enacting the same; and (b) all rules, orders and regulations of the National Board of Fire Underwriters, Landlord's casualty insurers, and other applicable insurance rating organizations or other bodies exercising similar functions in connection with the prevention of fire or the correction of hazardous conditions which apply to the Premises.

Section 18.8 Americans with Disabilities Act.

The Americans With Disabilities Act of 1990 (42 U.S.C. §12101 et seq.), and regulations and guidelines promulgated thereunder, as all of the same may be amended and supplemented from time-to-time (collectively referred to herein as the “ADA”) establish requirements under Title III of the ADA (“**Title III**”) pertaining to business operations, accessibility and barrier removal, which may apply to the Premises and to all or limited portions of Navy Pier. The parties hereby allocate compliance with Title III of the ADA as follows, notwithstanding that either or both may be liable for compliance with Title III ADA requirements: (a) Tenant shall be responsible for all ADA Title III compliance and costs in connection with the Premises, including structural work, if any, and including any leasehold improvements or other work to be performed in the Premises; (b) Landlord shall perform, and Tenant shall be responsible for the cost of, any ADA Title III “path of travel” requirements triggered by any construction activities or alterations in the Premises or use of the Premises; and (c) any additional current or future requirements shall be the sole responsibility of Tenant.

Section 18.9 Captions and Headings.

The Table of Contents and the Article and Section captions and headings are for convenience of reference only, and in no way shall be used to construe or modify the provisions set forth in this Lease.

Section 18.10 Joint and Several Liability.

If two or more individuals, corporations, partnerships, limited liability companies, or other business associations (or any combination of two or more thereof) shall sign this Lease for Tenant, the liability of each such individual, corporation, partnership, limited liability company, or other business association to pay Rental and perform all other obligations hereunder shall be deemed to be joint and several; and all notices, payments, and agreements given or made by, with, or to any one of such individuals, corporations, partnerships, or other business associates shall be deemed to have been given or made by, with, or to all of them. In like manner, if Tenant shall be a partnership or other business association, the members of which are, by virtue of statute or federal law, subject to personal liability, the liability of each such member shall be joint and several.

Section 18.11 Broker’s Commission.

In the event that Tenant employs a broker or finder in connection with this Lease, Tenant understands, acknowledges, and agrees that Landlord shall not pay nor be required to pay, any commission, fees, or other remuneration to such broker. Tenant agrees to indemnify, defend (upon Landlord’s request), and hold Landlord harmless from and against any loss, cost, expense, liability, or damage arising from any claim by any broker or finder claiming to have represented Tenant in this Lease transaction with respect to payment of any broker fees or commissions in connection with this Lease and any amendments hereto.

Section 18.12 Employment; Customers.

During the Term, Tenant agrees as follows:

- (i) It will comply with the Illinois Human Rights Act and the Rules and Regulations of the Illinois Department of Human Rights (“**Department**”), and all other applicable equal opportunity laws, rules, and regulations.
- (ii) It will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, unfavorable discharge from military service, or other class of individual or group protected against discrimination by applicable law.
- (iii) In all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, unfavorable discharge from military service, or other class of individual or group protected against discrimination by applicable law.
- (iv) It will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other similar agreement, a notice advising such labor organization or representative of Tenant’s obligations under the Illinois Human Rights Act and the Department’s Rules and Regulations. If any such labor organization or representative fails or requests to cooperate with Tenant in its efforts to comply with such Act and Rules and Regulations, Tenant will promptly so notify the Department and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- (v) It will comply with the Illinois Human Rights Act and the Department’s Rules and Regulations.
- (vi) It will permit access to all relevant books, records, accounts, and work sites by authorized personnel of the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department’s Rules and Regulations.
- (vii) This Lease involves the use of public property and activities which service the public. Tenant covenants and agrees that in all matters pertaining to the performance of this Lease, it shall, at all times, conduct its business in a manner which Tenant reasonably believes will assure fair, equal, and nondiscriminatory treatment of all persons in accordance with the law. It is the Landlord’s policy that all customers, employees, licensees, and invitees of all tenants and licensees shall have the opportunity to obtain all the goods, services, accommodations, advantages, facilities, and privileges of Navy Pier without discrimination because of race, creed, color, sex, age, national

origin, disability, ancestry, or other class of individual or group now or hereafter protected against discrimination by applicable law. To that end, Tenant shall not discriminate in the conduct and operation of its business at Navy Pier, against any person or group of persons because of the race, creed, color, sex, age, national origin, disability, (provided that, with respect to employment, the disability is unrelated to ability to perform the work required) ancestry of such person or group of persons, or other class of individual or group now or hereafter protected against discrimination by applicable law.

Section 18.13 Project Labor Agreements.

Landlord has entered into, and may hereafter enter into, project labor agreements with certain trade unions for Navy Pier. In performing any work at Navy Pier, including Tenant Improvements, if any, Tenant and all of its contractors (including subcontractors of any tier), shall strictly comply with the project labor agreements applicable to Navy Pier.

Section 18.14 Security.

Although Landlord does not guaranty the safety of any persons using Navy Pier, Landlord may furnish, or cause to be furnished, periodic patrols or other security personnel or systems to monitor Pier activity. The frequency and type of such monitoring shall be at Landlord's reasonable discretion.

Section 18.15 No Joint Venture.

Any intention to create a joint venture or partnership relation between the parties hereto is hereby expressly disclaimed. The provisions of this Lease in regard to the payment by Tenant and the acceptance by Landlord of a percentage of Gross Sales of Tenant and others is a reservation for rent for the use of the Premises.

Section 18.16 No Modification.

This writing is intended by the parties as a final expression of their agreement and as a complete and exclusive statement of the terms thereof, all negotiations, considerations, and representations between the parties having been incorporated in this Lease. No course of prior dealings between the parties or their officers, employees, agents, or affiliates shall be relevant or admissible to supplement, explain, or vary any of the terms of this Lease. Acceptance of, or acquiescence in, a course of performance rendered under this or any prior agreement between the parties or their affiliates shall not be relevant or admissible to determine the meaning of any of the terms of this Lease other than those specifically set forth in this Lease. This Lease can be modified only by a writing signed by the party against whom the modification is enforceable.

Section 18.17 Construction.

This Lease shall not be construed more strictly against Landlord merely by virtue of the fact that it has been prepared by Landlord or its managing agent or counsel, it being recognized both of the parties hereto have contributed substantially and materially to the preparation and negotiation of

this Lease. Whenever used in this Lease, the word "including" (and variations thereof) shall mean "including but not limited to."

Section 18.18 Severability.

If any portion of any term or provision of this Lease, or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to 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 Lease shall be valid and be enforced to the fullest extent permitted by law.

Section 18.19 Third Party Beneficiary.

Nothing contained in this Lease shall be construed so as to confer upon any other party the rights of a third party beneficiary, other than for the benefit of a mortgagee, ground lessor, and Prime Landlord.

Section 18.20 No Recording.

Neither this Lease nor a short form of memorandum thereof shall be recorded in the public records.

Section 18.21 Corporate Tenants; Fictitious Names.

(a) If Tenant is a corporation, the persons executing this Lease on behalf of Tenant hereby represent and warrant that: Tenant is a duly constituted corporation organized within and qualified to conduct business in the State of Illinois; the Tenant is in good standing and authorized and qualified to conduct business in the State of Illinois; all of Tenant's franchise and corporate taxes have been paid to date; all future forms, reports, fees, and other documents and payments necessary for Tenant to comply with applicable laws will be filed and paid by Tenant when due; and such persons are duly authorized by the board of directors of such corporation to execute and deliver this Lease on behalf of the corporation.

(b) If Tenant is a limited partnership or limited liability company, the persons executing this Lease on behalf of Tenant hereby represent and warrant that Tenant is duly created and existing under the laws of the State of Illinois, and that Tenant is in good standing, and authorized and qualified to conduct business in the State of Illinois.

Section 18.22 Applicable Law.

This Lease and the rights and obligations of the parties hereunder shall be construed in accordance with the laws of the State of Illinois. Each of Landlord and Tenant hereby submits itself irrevocably to the jurisdiction of the courts located in Cook County, Illinois, and, to the fullest extent permitted by law, covenants and agrees that if it should bring any action against the other, it shall do so in those and only those courts.

Section 18.23 Waiver of Jury Trial.

Each of Landlord and Tenant waives any and all rights which it may have to request a jury trial in any proceeding at law or in equity in any court of competent jurisdiction involving a claim for

possession of the Premises by Landlord or any other claim arising out of or in connection with this Lease.

Section 18.24 Limitation of Right of Recovery Against Landlord.

The liability of Landlord (which for purposes of this Section shall include all: board members; partners, both general and limited, of any partnership; members and managers of any limited liability company; and the officers, directors, and shareholders of any corporation, and includes any officials of any governmental entity which is Prime Landlord and/or which owns and/or operates Navy Pier) under this Lease shall be limited to Landlord's interest in the Premises. Any judgments rendered against Landlord shall be satisfied solely out of the net proceeds derived from the Premises. No personal judgment shall lie against Landlord upon extinguishment of its rights in Navy Pier and/or the Premises, and any judgment so rendered shall not give rise to any right of execution or levy against Landlord's assets. The provisions hereof shall inure to Landlord's successors and assigns including any mortgagee, ground lessor, and Prime Landlord. The foregoing provisions are not intended to relieve Landlord from the performance of any of Landlord's obligations under this Lease, but only to limit the personal liability of Landlord in case of recovery of a judgment against Landlord.

Section 18.25 Tenant's Intellectual Property.

Tenant represents and warrants that it has, and will have throughout the entire Term, full and sufficient right to use or grant the rights to use the logos, service marks, trademarks, and any and all intellectual and/or protected property that Tenant will use or authorize to be used, from time-to-time, in operation and promotion of its business, and the proposed uses of the intellectual property do not and will not infringe any patents, copyrights, trademarks, or other intellectual property rights (including trade secrets), privacy or similar rights of any person or entity, nor has any claim (whether or not embodied in any action, past or present) of such infringement been threatened or asserted, nor is such a claim pending against the Tenant (or, insofar as Tenant is aware), against any entity from which the Tenant has obtained any rights.

Section 18.26 Time of Essence.

Time is of the essence in each and every instance hereunder with respect to the covenants, undertakings, and conditions to be performed hereunder by Landlord and Tenant.

Section 18.27 Affidavit of Ownership Interest.

Prior to or concurrently with Tenant's execution and delivery of this Lease, Tenant has delivered to Landlord, for Landlord's review and approval, an Affidavit of Ownership Interest in the form attached hereto as Exhibit G (or in Landlord's current form thereof). Tenant represents and warrants that the information contained in the Affidavit of Ownership Interests delivered to Landlord is true, correct, and complete in all respects.

Section 18.28 Execution of Lease.

THE SUBMISSION OF THIS LEASE FOR EXAMINATION DOES NOT CONSTITUTE A RESERVATION OF, OR OPTION FOR, THE PREMISES OR ANY OTHER SPACE

WITHIN NAVY PIER. THIS LEASE SHALL BECOME EFFECTIVE ONLY UPON FULL EXECUTION AND LEGAL DELIVERY THEREOF BY THE PARTIES HERETO. THIS LEASE MAY BE EXECUTED IN ONE OR MORE COUNTERPARTS, EACH OF WHICH SHALL CONSTITUTE AN ORIGINAL DOCUMENT.

Section 18.29 Approval.

Whenever the Landlord's or Tenant approvals or consents are required under this Lease, Landlord/Tenant shall not unreasonably withhold, delay or condition its approval or consent, except to the extent otherwise expressly provided herein.

Section 18.30 Sublease.

Tenant acknowledges and agrees that this "Lease" is, in fact, a sublease, and that Landlord leases all of Navy Pier pursuant to that certain Lease Agreement dated April 26, 2011 and amended from time to time —(collectively the "**Prime Lease**") which is incorporated herein by reference, by and between The Metropolitan Pier and Exposition Authority, a municipal corporation and body politic of the State of Illinois, as "landlord" ("**Prime Landlord**"), and Landlord as "tenant," as same may be amended from time-to-time. As a result the terms of this Lease, and all of Tenant's rights hereunder are subject and subordinate in all respects to the terms of the Prime Lease, and Tenant shall be required to comply with the terms of the Prime Lease as well as the terms of this Lease. In the event of a conflict between the terms of this Lease and the Prime Lease, the Prime Lease shall prevail, unless Tenant is released from such compliance by Prime Landlord in writing. Furthermore, except as otherwise hereinafter provided, the rights and interests of Tenant under this Lease shall be subject and subordinate to any other current or future ground lease, as well as any mortgage or trust deed that may be placed upon the Premises, and to any and all advances to be made thereunder, and to the interest thereon, and all renewals, replacements, and extensions thereof. Any ground lessor, mortgagee, or trustee may elect to give the rights and interest of Tenant under this Lease priority over the lien of its ground lease, mortgage, or deed of trust. In the event of such election and upon notification by such ground lessor, mortgagee, or trustee to Tenant to that effect, the rights and interest of Tenant under this Lease shall be deemed to have priority over the lien of said ground lease, mortgage, or trust deed, whether this Lease is dated prior to or subsequent to the date of said ground lease, mortgage, or trust deed. Tenant shall, upon the request of Landlord, or any such ground lessor, mortgagee, or trustee, execute and deliver whatever instructions may be reasonably required for such purposes, within ten (10) days after receiving a written request.

Section 18.31 Change of Name.

Tenant agrees not to change the advertised name of the business operated in the Premises without Landlord's prior written consent, which Landlord may withhold in its sole discretion.

Section 18.32 Automatic Amusement Devises.

No vending, game, and/or other amusement devises shall be permitted without the written approval of the Landlord, who shall have complete discretion in relation to such matter.

Section 18.33 Employees Appearance and Guest Experience.

(a) Tenant's employees shall, at all times, be required to present a clean and well-groomed appearance. Tenant's employees shall be required to wear apparel in good taste, the color and style of which shall be selected by Tenant and reasonably acceptable to Landlord. Tenant may make such arrangements with its own employees as it deems appropriate regarding the purchase and maintenance of standard uniforms. Tenant agrees to provide within the Premises adequate employee changing areas and other special areas as are necessary for the proper conduct of Tenant's business. In no event shall Tenant permit its employees to use any portion of the Common Areas, including, but not limited to, the public washrooms located therein, for the storage of their personal effects, nor shall Tenant permit its employees or patrons to loiter in the Common Areas.

(b) It is the goal of Landlord to provide a positive, open and welcoming environment for patrons of Navy Pier. To that end, Tenant's employees, including management personnel, shall attend periodic training provided from time to time by Landlord, without charge, related to guest experience and interactions at Navy Pier and shall conduct themselves in a manner consistent with such training and the standards set forth in the Navy Pier Tenant Guidelines (Exhibit F).

Section 18.34 Reserved

Section 18.35 Consequential Damages.

To the fullest extent permitted by law, in no event shall Landlord be liable to Tenant, nor shall Tenant be liable to Landlord for any consequential, punitive, special, speculative, or exemplary damages whatsoever.

Section 18.36 Subordination, Non-Disturbance and Attornment.

(a) Tenant agrees that this Lease and the rights of Tenant hereunder are and shall be subject and subordinate to: (a) all present and future mortgages, deeds of trust, ground leases or master leases entered into by Landlord or the owner of the fee interest in Navy Pier and encumbering all or any part of Navy Pier; (b) all past and future advances made thereunder; and (c) all renewals, modifications, replacements and extensions of any such mortgages, deeds of trust, ground leases or master leases. Any mortgage or deed of trust to which this Lease is, at the time referred to, subject or subordinate is herein called a "**Superior Mortgage**" and the holder of a Superior Mortgage is called a "**Superior Mortgagee**"; and any lease to which this Lease is, at the time referred to, subject or subordinate (including, without limitation, the Prime Lease) is herein called a "**Superior Lease**" and the holder of a Superior Lease (including, without limitation, the Prime Landlord) is called a "**Superior Lessor**." The terms and conditions contained in this Section 18.37 shall be self-operative without the need of any further documentation. Tenant shall execute such further commercially reasonable instruments subordinating this Lease to any Superior Mortgage or Superior Lease as Landlord from time to time may request so long as such instrument (w) contains so-called "Non-Disturbance" language acceptable to Tenant, (x) does not increase Tenant's obligations or diminish Tenant's rights under this Lease, and (y) change any of the terms of this Lease, and (z) and it otherwise acceptable to Tenant in its reasonable discretion. Any Superior Mortgagee or Superior Lessor shall have the right to elect, by written notice given to Tenant, to have this Lease made superior in whole or in part to its own Superior Mortgage or Superior Lease. If more than one Superior Mortgagee or Superior Lessor sends conflicting notices, those of the more senior Superior Mortgagee or Superior Lessor will control.

(b) If the interest of Landlord under this Lease shall be transferred to any Superior Mortgagee or Superior Lessor, or other purchaser or person taking title to the Property by reason of the foreclosure of any Superior Mortgage or deed in lieu of foreclosure or termination of any Superior Lease (any such person being sometimes referred to as "**Successor Landlord**"), Tenant shall be bound to such Successor Landlord under all of the terms, covenants and conditions of this Lease for the balance of the Term remaining and any extensions or renewals thereof which may be effected in accordance with any option therefor in this Lease, with the same force and effect as if the Successor Landlord were the landlord under this Lease, and Tenant shall attorn to and recognize as Tenant's landlord under this Lease such Successor Landlord, said attornment to be effective and self-operative without the execution of any further instruments upon the Successor Landlord's succeeding to the interest of Landlord under this Lease and assuming the obligations of landlord hereunder. Tenant's obligations under this Lease are conditioned upon the receipt and recording of such Subordination, Non-Disturbance, and Attornment Agreement (an "SNDA").

(c) Notwithstanding any subordination of Tenant's interest under this Lease, so long as Tenant is not in default under any of the terms, covenants and conditions of this Lease, after the expiration of all applicable notice and cure periods, neither this Lease nor any of Tenant's rights hereunder shall be terminated or subject to termination by any action to enforce the security of, or by any proceeding to foreclose any Superior Mortgage or Superior Lease (including, without limitation, the Prime Lease) encumbering all or any portion of Navy Pier and Tenant (and any permitted assignee or subtenant, as applicable) may remain in possession of the Premises pursuant to the terms of this Lease.

Section 18.37 Abatement of Base Rent

Tenant shall be entitled to an abatement of Base Rentals in the event Landlord activities or failure to act as provided under Section 9.1, 9.5, 9.6 or 14.1 require the Premises to be closed. Such abatement shall be in the amount equal to one day Base Rental at the then applicable rate for each day such required closure continues in excess of two (2) days in any Lease Year.

[END OF MAIN LEASE – REMAINDER OF PAGE BLANK]

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have executed this Lease as of the Lease Commencement Date.

Navy Pier, Inc.:

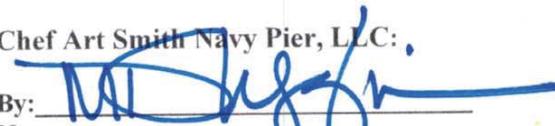
DocuSigned by:



Marilyn Gardner, President/CEO

58804B04-2074C9..

Chef Art Smith Navy Pier, LLC:

By: 

Name: Manolis D. Alpogianis

Print: Manolis D. Alpogianis

Title: Managing Member

EXHIBIT A

**LOCATION SITE PLAN OF PREMISES, FAMILY PAVILION AREA AND
NAVY PIER FOOD EXPERIENCE**



The Premises

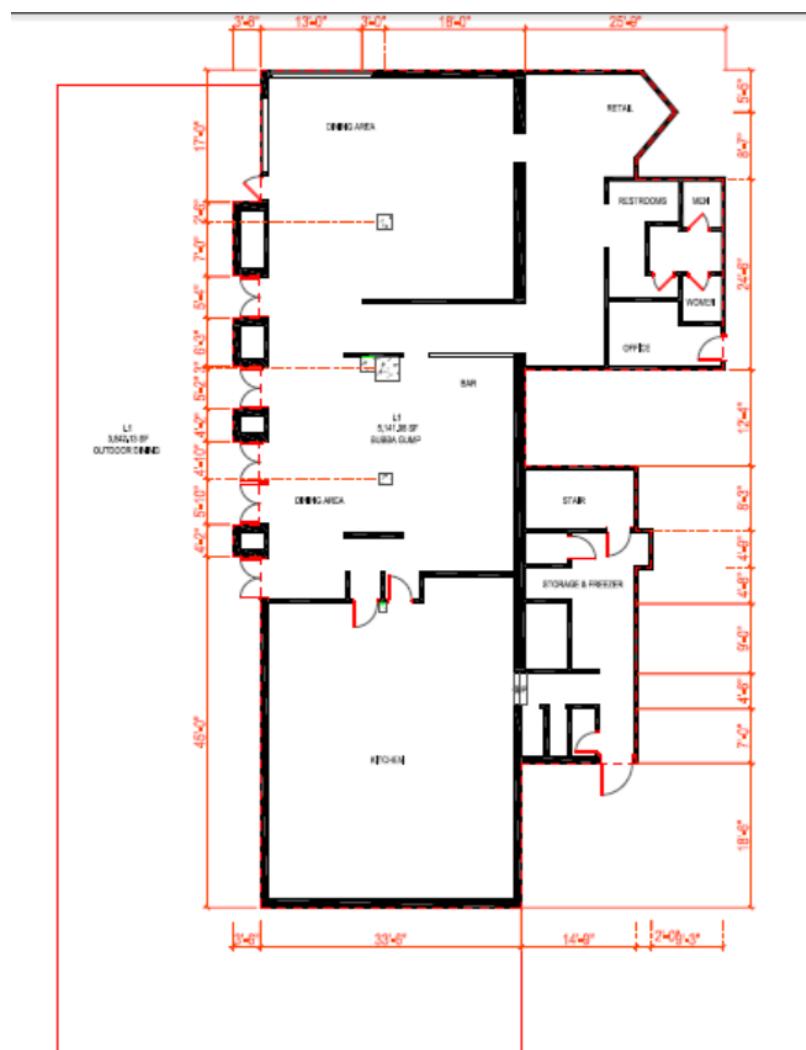


EXHIBIT B

RESERVED

EXHIBIT C

FORM OF LETTER OF CREDIT

Beneficiary:
Navy Pier, Inc.
600 E. Grand Ave.
Chicago, IL 60616

Irrevocable Letter of Credit
No.

By order of our client, _____ (the "Applicant"), we hereby establish this Irrevocable Letter of Credit No. _____ in favor of the Navy Pier, Inc. (the "Beneficiary") for an amount up to but not exceeding the aggregate sum of _____ Dollars (\$_____) effective immediately, and expiring at our offices one year from the date hereof unless renewed as hereinafter provided.

Funds under this Letter of Credit are available to you against presentation by you of your sight draft(s), signed by one of your officers, drawn on us bearing the clause "Drawn under Credit No. _____. Partial draws are permitted. If presentment is made on a Business Day on or prior to 10:00 A.M. (Central Standard Time), payment under this Letter of Credit will be made on the same Business Day of presentment. If presentment is made on a Business Day after 10:00 A.M. (Central Standard Time), payment under this Letter of Credit will be made by 12:00 noon (Central Standard Time) on the immediately succeeding Business Day. "Business Day" shall mean any day other than a Saturday or Sunday or day on which commercial banking institutions in Chicago, Illinois are authorized or required by law to close.

This Letter of Credit will be automatically renewed for a one-year period upon the expiration date set forth above and upon each anniversary of such date, unless at least thirty (30) days prior to such expiration date, or at least thirty "(30) days prior to any anniversary of such date, we notify both you and the Applicant in writing by certified mail that we elect not to so renew the Letter of Credit. This Letter of Credit is freely transferable by the Beneficiary.

Upon receipt by you of our notice of election not to renew this Letter of Credit, you may draw hereunder at any time before the expiry date by presentation of your sight draft(s), signed by one of your officers, drawn on us bearing the clause "Drawn under Credit No. _____".

This Letter of Credit sets forth in full the terms of our undertaking and such undertaking shall not in any way be modified, amended or amplified by reference to any document or instrument referred to herein or in which this Letter of Credit is referred to or to which this Letter of Credit relates, and no such reference shall be deemed to incorporate herein by reference any document or instrument.

All bank charges and commissions incurred in this transaction are for the Applicant's account.

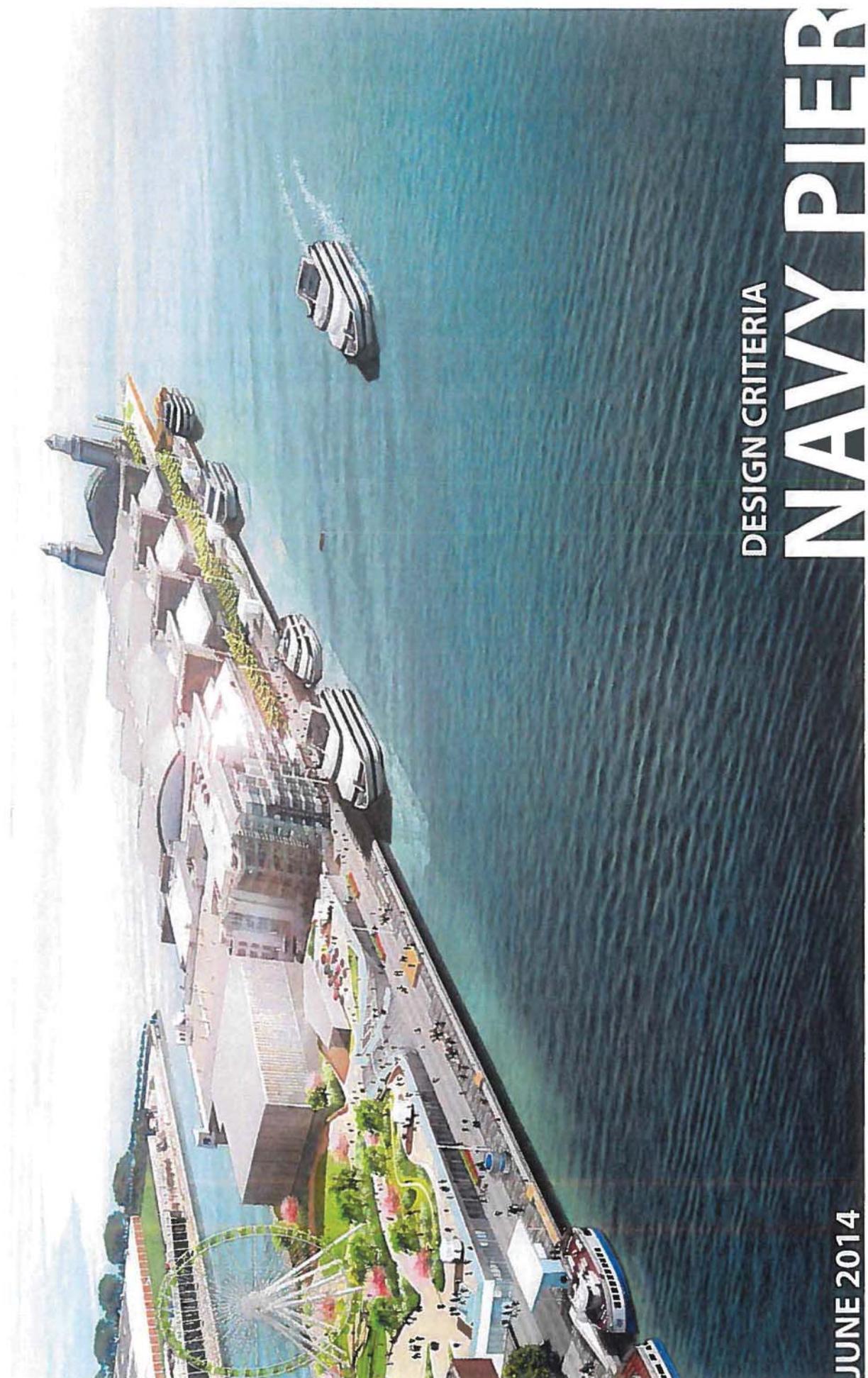
We hereby agree with the drawers, endorsers, and bona fide holders of drafts drawn under and in compliance with the terms of this Letter of Credit that such drafts will be duly honored upon presentation to the drawee.

Except as otherwise expressly stated herein, this Letter of Credit is subject to the Uniform Customs and Practice for Documentary Credits (2007 Revision), I.C.C. Publication No. 600.

Very truly yours, Authorized Signature

EXHIBIT D

NAVY PIER DESIGN MANUAL



DESIGN CRITERIA

NAVY PIER

JUNE 2014

TABLE OF CONTENTS

Tenant & Design Criteria Checklist	section 1.0
Merchandising Plan for Navy Pier	section 2.0
Tenant Types	section 3.0
Design Guidelines	section 4.0
Tenant Plan/Elevation/Section Parameter	section 5.0
Sustainability	section 6.0
Tenant Submission Process	section 7.0

1.0

TENANT & DESIGN CRITERIA CHECKLIST

- construction documents and plans
 - construction schedule
 - renderings of storefront
 - renderings of interior
 - signage and graphics
 - floors
 - walls
 - ceilings
 - lighting
 - merchandising
 - branding
 - all elements of storefront
 - material sample board
- LEED requirements
 - Tenant's architects must be approved by Navy Pier.
 - Graphics and signage must be done by reputable signage company.
 - Tenant construction company must be approved by Navy Pier.



MERCHANDISING PLAN FOR PIER

LOCATIONS

Family Pavilion

South Arcade

East End

South Dock

Pier Park

Gateway Park

Boats

Additional Locations

MERCHANDISING AREAS

Navy Pier conceptual

Family and Leisure

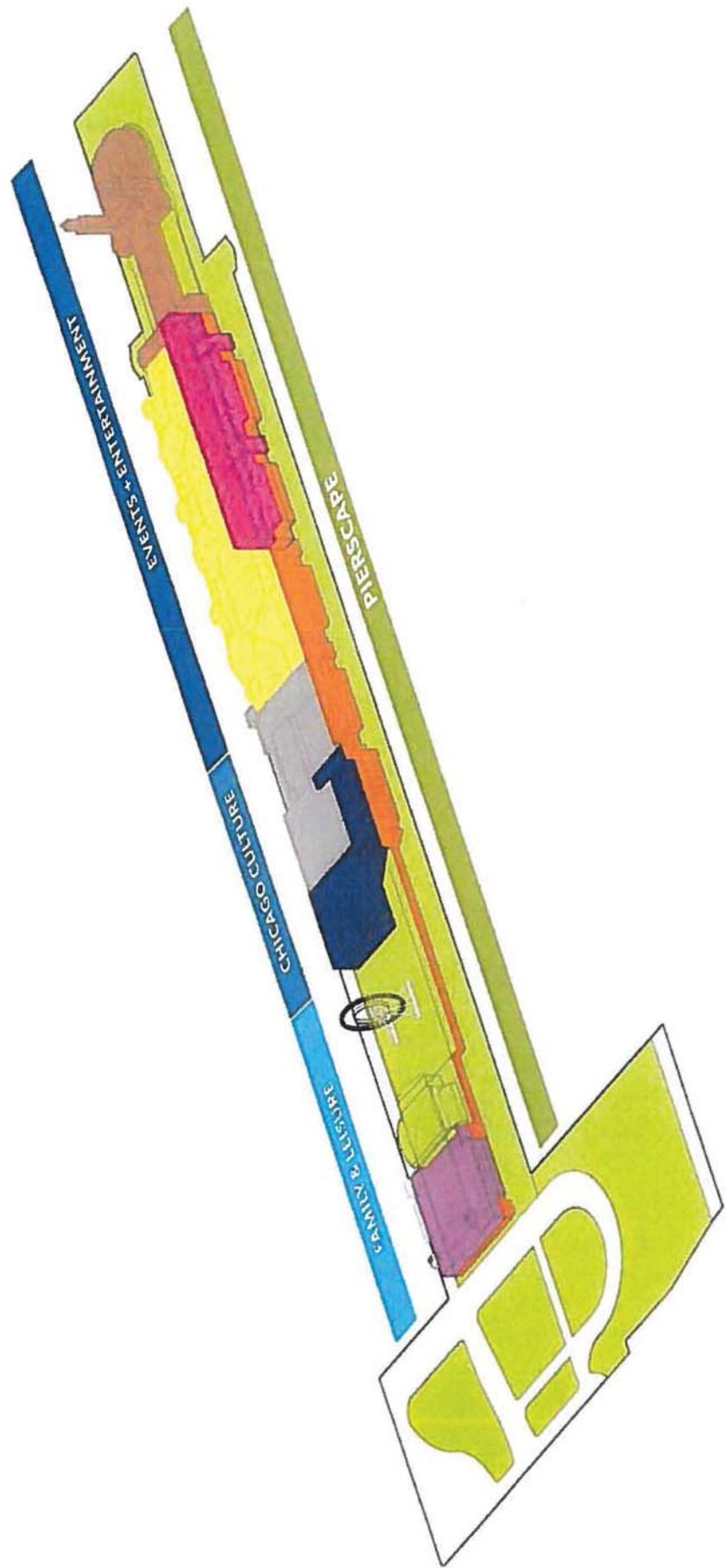
Chicago Culture

Events and Entertainment

Pierscape

FRAMEWORK PLAN

2.1



4



TENANT TYPES

- sit down restaurant
- food tenant in-line (Food Experience & Family Pavilion)
- food tenant kiosk (Food Experience & Family Pavilion)
- food tenant (South Dock Kiosk)
- retail tenant in-line
- retail tenant kiosk



3.1 FOOD TENANT IN-LINE

- It is the tenant's responsibility to familiarize with the base building construction documents.
- Tenant is responsible for all conditions within lease line and any other conditions that may impact tenants construction outside the lease line.
- Food tenants are encouraged to showcase product through exhibition cooking, merchandising, preparation and presentation.
- Navy Pier understands the importance of branding and will try to optimize through the design process.
- In the case of a conflict between this design criteria manual and the signed lease, the lease shall govern.



FOOD TENANT KIOSK

- In general, the design criteria for these locations will follow the same criteria as the in-line locations. The differences will be covered in each lease.
- There may be design exceptions to the criteria based on the location. If a location is outside on the South Dock, it will not be winterized to remain open during the winter months.
- Navy Pier will have final review of all materials and finishes.

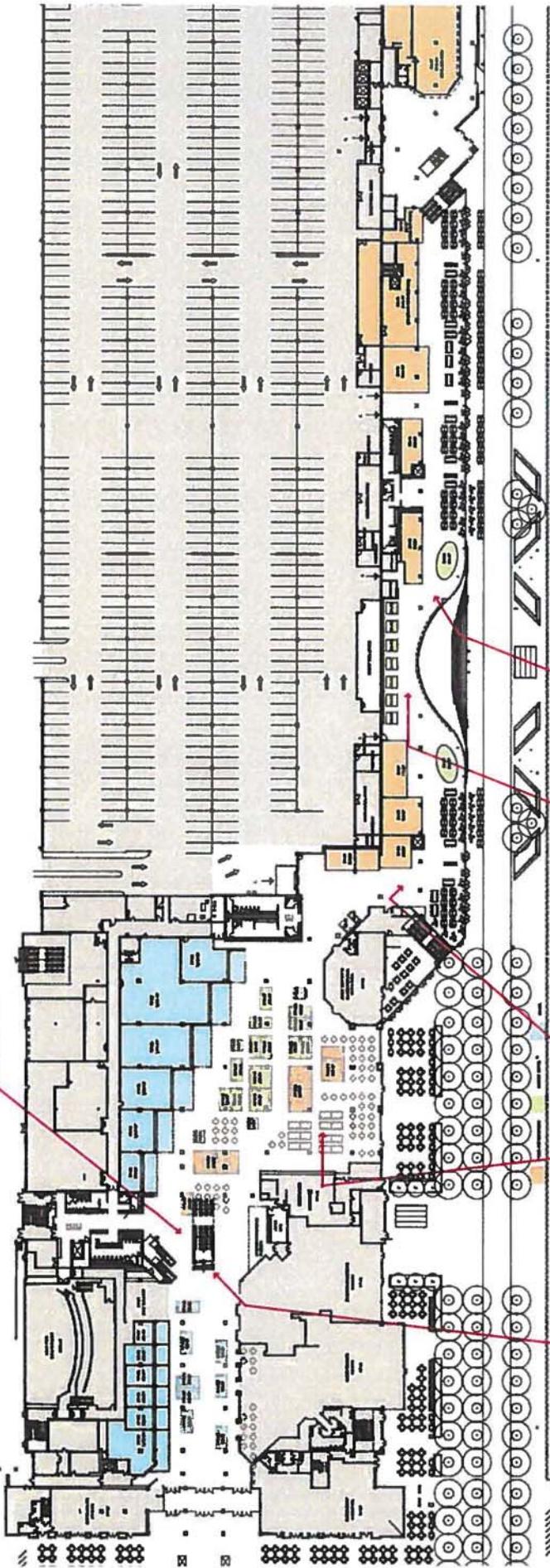


DESIGN GUIDELINES

This design criteria provides the standards for quality and design for all Navy Pier Tenants to strengthen compatibility with neighboring Tenants as well as the overall design of the Pier. These design guidelines cover general conceptual requirements for all Tenant types and locations. Please note that the lease specific to Tenant locations will act as the final terms and procedures to be followed.



OVERALL PLAN



overall plan ①

[VIEW C]

[VIEW E]

[VIEW B]

[VIEW A]

[VIEW D]

DESIGN INTENT



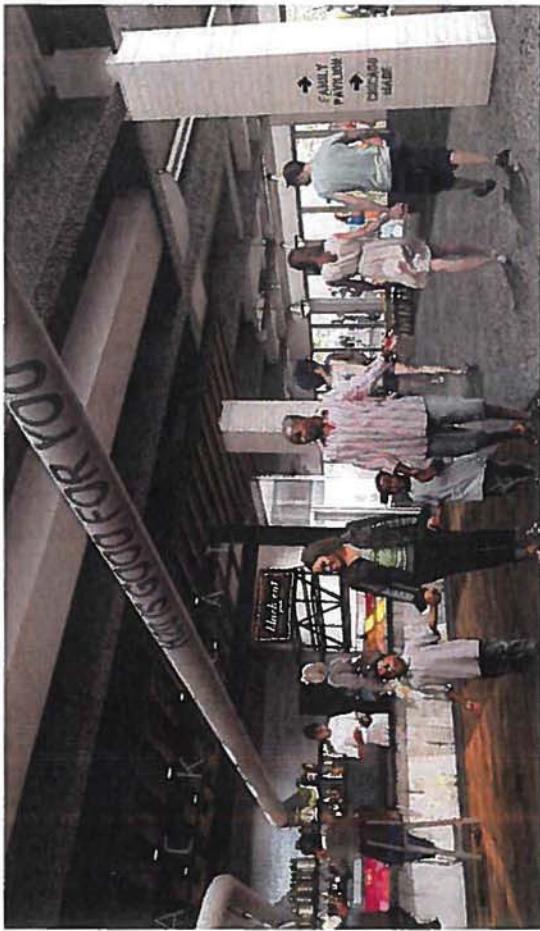
- ARCHITECTURAL ELEMENTS: Work with surrounding, natural architecture of the space. Use columns to define the space for storefront. Service counter details are more intricately detailed.
- FOOD MERCHANDISING: Emphasis on food presentation as part of design.
- GRAPHICS: Use of creative graphic elements to integrate menu board and signage. Use of blade signs for way finding.
- KITCHEN EQUIPMENT: All exposed equipment should be minimized and integrated into the overall conceptual design.
- LIGHTING: Combined use of ambient and architectural lighting. Decorative pendants that compliment individual space of Tenant, but also fit with the overall design of the Pier
- MATERIAL SELECTION: Careful selection of materials is necessary.
More details to follow.



VIEW A- SOUTH ARCADE



VIEW B- SOUTH ARCADE



VIEW C- SOUTH ARCADE



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DESIGN PHILOSOPHY

The general design philosophy is to highlight the Tenants and the food. The minimal, stripped down and natural overall design of the Pier gives Tenants the opportunity to make their merchandise stand out.

ARCHITECTURAL ELEMENTS



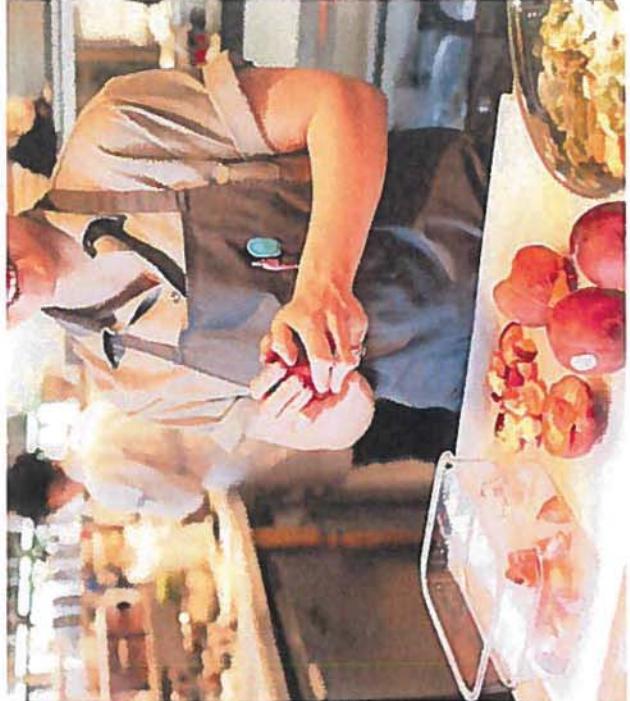
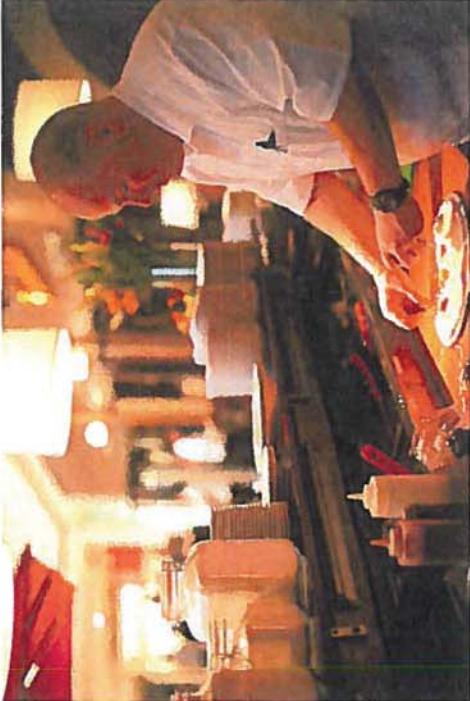
- While outlining specific requirements, there is a language that will be used throughout this document that is considered subjective (i.e. "standard", "typical", "creative", etc.).
- It is up to Navy Pier's discretion to determine whether each tenant's design meets the requirements outlined in this document. Navy Pier will work closely with each Tenant and Tenant's designers to assure an integrated, appropriate design specific to each brand image. Please review the enclosed renderings and images of the overall Pier design. This should serve as the base point for all designs of tenant space.
- **REQUIREMENTS:**
 - All ceilings must be a cleanable surface that meets city of Chicago health department criteria.
 - Return air grilles in front of house areas must be painted to match adjacent ceiling.
 - Sprinkler heads must be fully recessed and painted to match the adjacent ceiling in the front of house areas.
 - All surfaces must be considered as design elements or merchandising display.
 - Service counters must be detailed
 - Toe kick must be used along all storefront counters
 - Tenants must provide a physical sample board of all finishes used in front of house area at concept design submittal phase. Only include back of house materials if back of house is exposed. **Electronic submittals not accepted.**
 - Tenant must re-imagine their store to fit the overall design of the Pier and the cafe style concept



VIEW D: FAMILY PAVILION



VIEW E: SOUTH ARCADE



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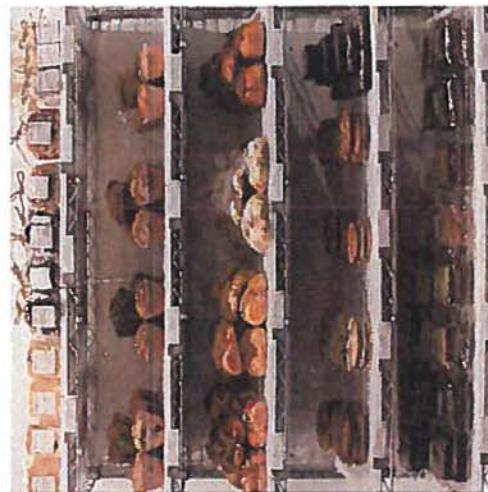
EXHIBITION COOKING

- Seeing food being prepared in front of them gives patrons a sense that they are getting the freshest food, made to order for them. Exhibition cooking is encouraged as part of the overall design of each space.
- REQUIREMENTS:
 - Emphasis on one main exhibition
 - Food preparation can be used as 'exhibition cooking'

4.3



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FOOD MERCHANDISING

- This should be an integral part of the overall design. Products should be presented in a fresh and natural way.

- REQUIREMENTS:

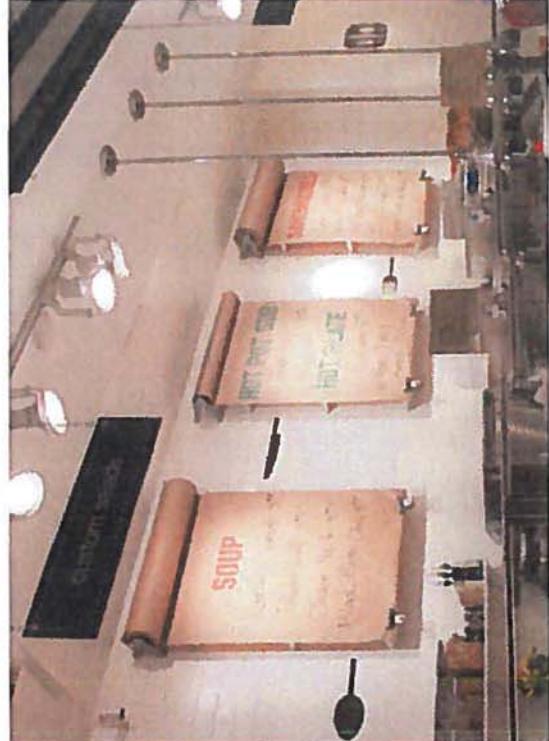
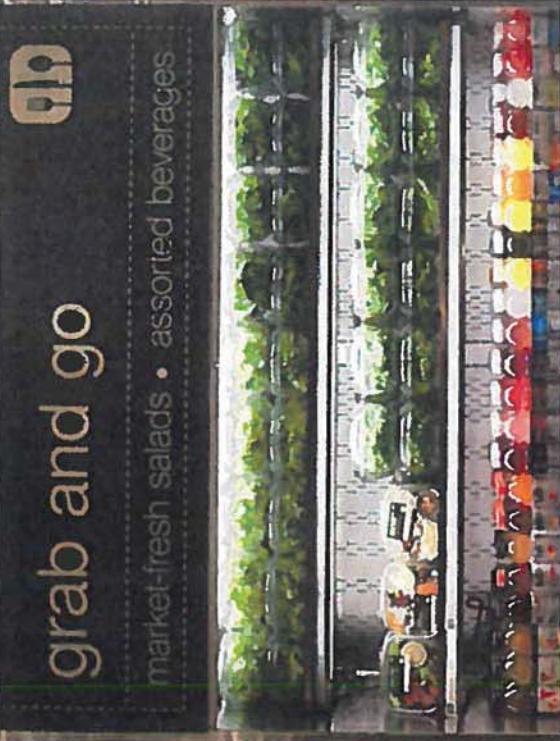
- Deli/display cases to be incorporated into front counter- all display cases must be square glass, built jointed.
- Packaged food products can be used as part of the display system (i.e. grab and go).

- Food demonstration is encouraged when possible

- PROHIBITED:

- No plastic food display permitted
- No sampling of food/beverage

4.5 GRAPHICS



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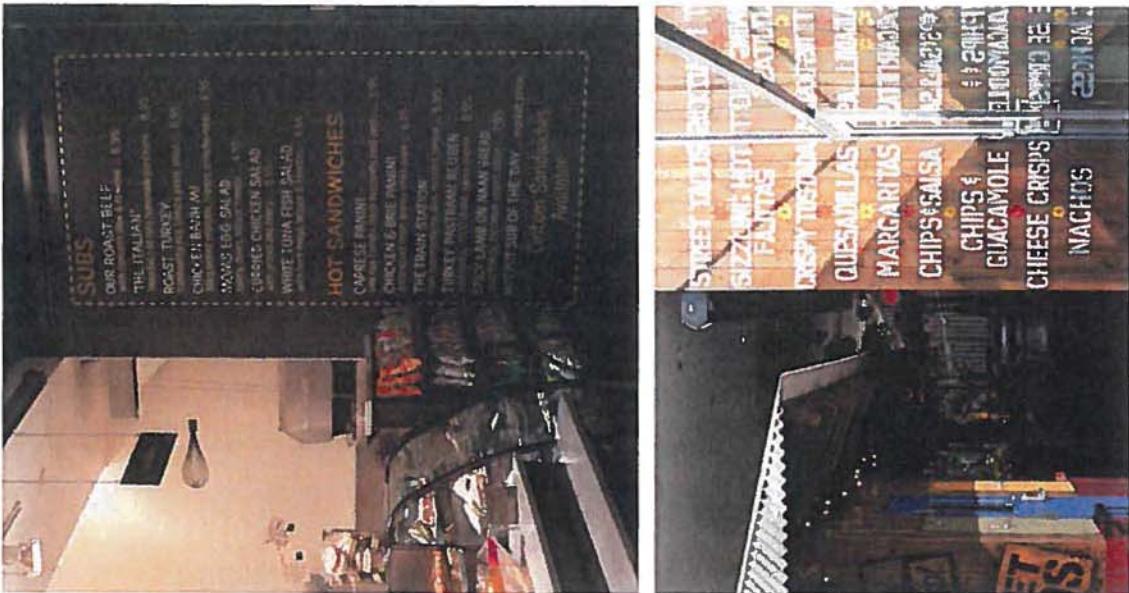
- Graphics work to affect the consumer by impressing mood and lifestyle. Patrons will make decisions on where to eat based on brand identity.
- REQUIREMENTS:
 - Use a professional graphic designer to work with the architect to integrate graphics.
 - Submit minimum 8"x8" vinyl sample printed in full scale for landlord approval.
 - Detail installation of graphic in clean, seamless manner
 - All graphic design elements are to be submitted with architectural drawings. Navy Pier will review.
- PROHIBITED
 - NO plexi glass
 - NO low resolution digital graphics
 - NO low quality digital output



SIGNAGE

- Signage should not mimic a fast food type operation. Use the type of signage that would compliment the design of your restaurant and should be part of the graphic design as a whole
- REQUIREMENTS:

- Signage and graphics must be an integral part of design, not to appear as an afterthought.
- Storefront identification limited to Tenant's trade name, as approved in the lease.
- All signs must fit in storefront architecture. All elements of sign must be visually balanced and in proportion with other storefront signs.
- Illuminated signs must be controlled by Tenant's time clock and illuminated during general operating hours as defined by Navy Pier.
- Signage mounted only to designated location.
- All sign illumination must be concealed.
- PROHIBITED:
 - No sign shall be exhibited on any part of the storefront except store identification sign.
 - No signs fabricated of cloth, paper, cardboard or vinyl (stick on or decal)
 - No noise-making signs
 - No conventional plastic/acrylic faced box or cabinet signs
 - No temporary wall signs, window signs, pendants, banners, flags or sandwich boards
 - No animated signs.
 - No exposed lamps, exposed fastenings or labels.



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MENU



4.7

- Menu is part of the graphic design of the space. It should be designed by a professional graphic designer and integrated into the overall graphic package.

- REQUIREMENTS:

- Signage and graphics must be an integral part of design, not to appear as an afterthought.

- Primary storefront identification limited to Tenant's trade name, as approved in the lease.

- All signs must fit in storefront architecture. All elements of sign must be visually balanced and in proportion with other storefront signs.

- Illuminated signs must be controlled by Tenant's time clock and illuminated during general operation hours as defined by the Pier.

- Signage mounted only to designated location

- All sign illumination must be concealed

- PROHIBITED:

- No sign shall be exhibited on any part of the storefront except store identification sign.

- No signs fabricated of cloth, paper, cardboard or vinyl (stick on or decal).

- No noise-making signs

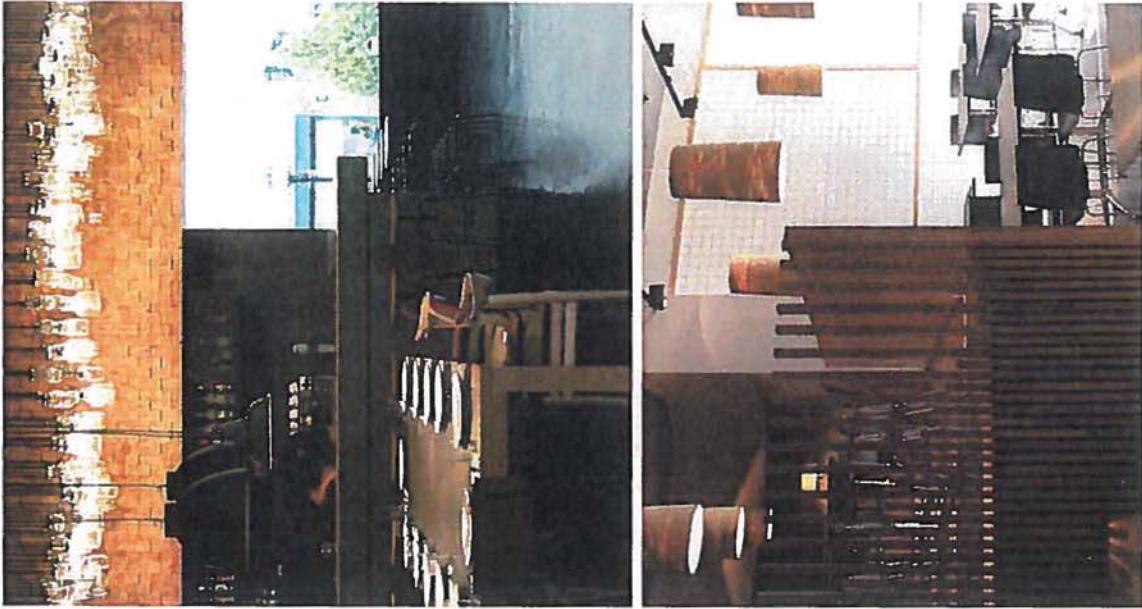
- No conventional plastic/acrylic faced box or cabinet signs

- No temporary wall signs, window signs, pendants, banners, flags or sandwich boards

- No animated signs

- No exposed lamps, exposed fastenings or labels

LIGHTING



- Lighting offers designers the opportunity to satisfy both function and aesthetic requirements. It will be important to select light sources that compliment the food being served. A combination of ambient lighting accents and architectural lighting elements such as pendants should be used.

REQUIREMENTS:

- Tenant is responsible for all lighting within entire lease line.
- All fixtures must have a clear tempered glass safety lens as per food prep and local electrical codes.
- Foot candle levels at counter height shall be 50 foot candle average.
- All tenant lighting shall be controlled separately, and illuminated during the Pier operation hours.
- Use of LED lighting and other low voltage, energy efficient lamps

-Recessed or surface track is recommended for high impact on merchandise or food

- All display cases must be adequately lit and ventilated
- Emergency lighting must be fully recessed in the front of house areas

-Stagger under counter lighting to avoid "hot spots."
(Tokistar or equal)

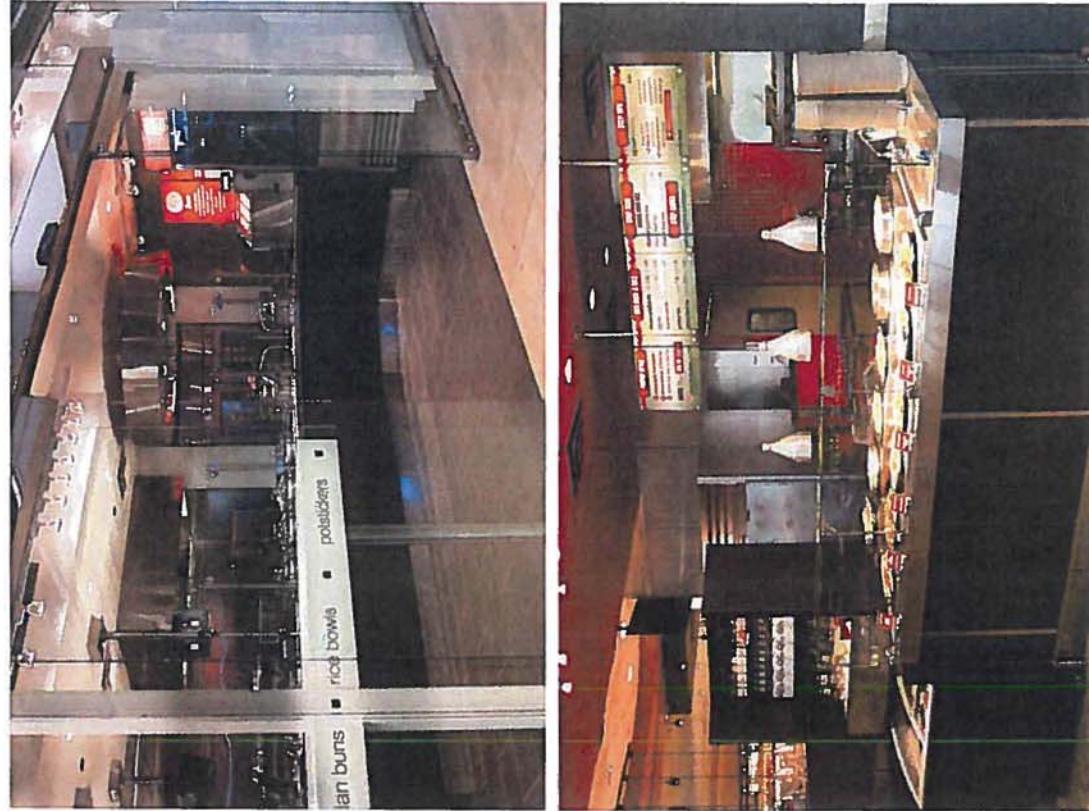
- Use of high quality fixtures is required. Submit cut sheets of fixtures to Tenant Coordinator for design approval
- All lighting above food prep to have shatter proof lenses as per Chicago codes
- Follow all LEED requirements for lighting listed in LEED packet

PROHIBITED:

- No 2'x2' or 2'x4' fluorescent lighting in the front of house
- No recessed flush type acrylic lenses for general lighting
- No strobe, spinner or chase type lighting
- No track lighting is permitted in front of house area unless it is hidden or recessed into ceiling
- No direct visual exposure of incandescent lamps and/or fluorescent tubes
- No surface mount emergency lighting

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KITCHEN EQUIPMENT



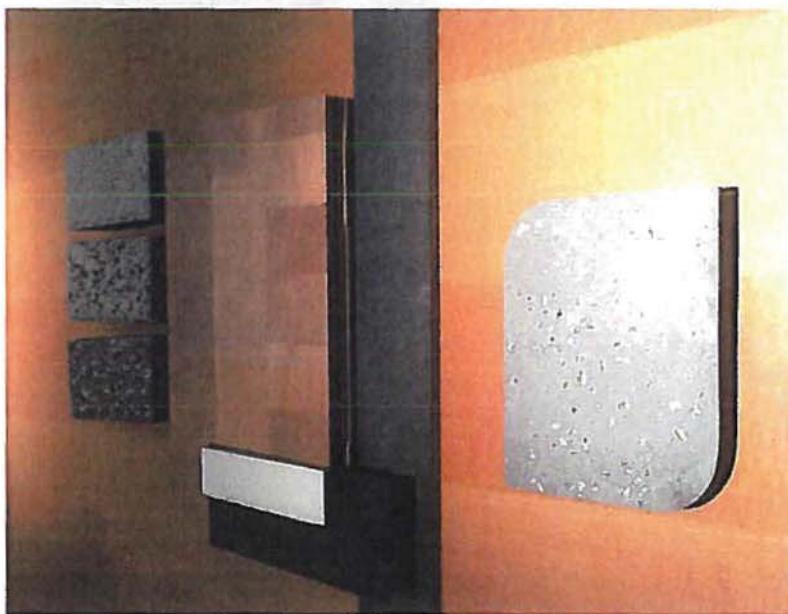
19

- All efforts must be made to minimize the amount of equipment visible to the public. All exposed equipment should be minimized and integrated into overall design of the space.
- REQUIREMENTS:
 - Soda dispensers must be "slimline" and can only be accessed by Tenant's service employees
 - Storage and equipment in front of house shall be integrated in built in millwork or recessed on the counter
 - All hand sinks, soap, paper towel dispensers and other fixtures must be compact in size
 - Hand sink in front of house must be integrated into counter/cabinet
 - POS system must be recessed into counter where majority of POS is hidden from view. POS configuration is subject to approval by Tenant coordinator
 - Catalogue cuts and specification sheets for all equipment visible to public must be submitted for approval by Tenant Coordinator
- PROHIBITED:
 - No self-service soda
 - No free-standing equipment
 - No exposed storage at the front of store
 - No front venting display case at front of house
 - No full height freezer/refrigerator at front of house

MATERIAL SELECTION

4.10

- Tenants must submit a sample board to Navy Pier board for approval.
- REQUIREMENTS:
 - Decorative metal
 - High end porcelain/ceramic/mosaic/glass tiles
 - Quartz
 - Stone slab
 - High quality solid surface
 - High quality resin
 - Stainless steel
 - Wood
- PROHIBITED:
 - No plastic laminates
 - No Plexiglass
 - No standard 4x4, 6x6, 12x12 tiles
 - No non protected painted surfaces
 - No wallpaper



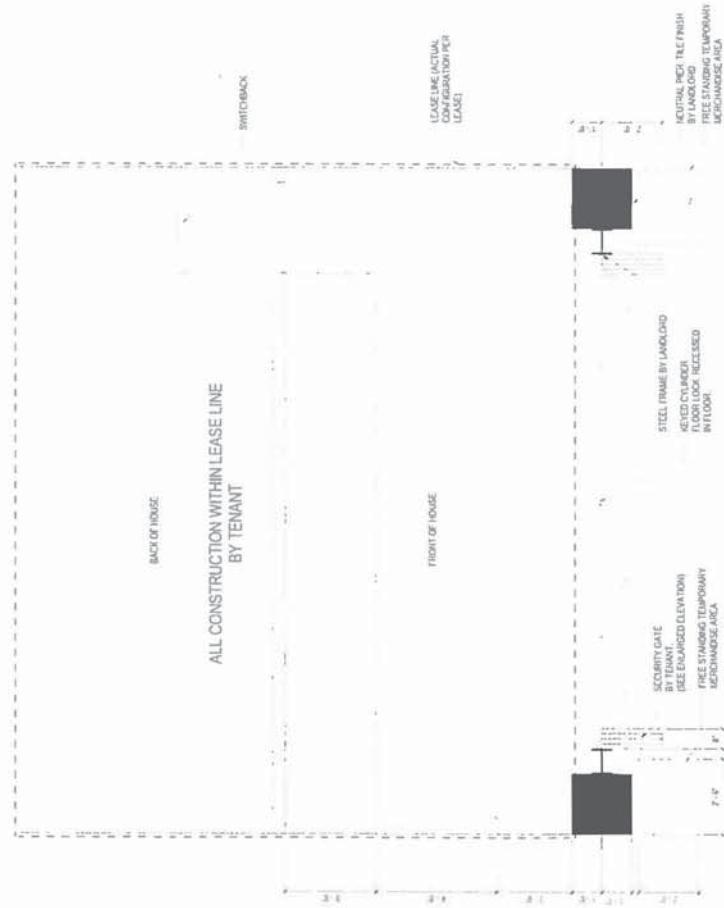
OVERALL FINISHES AT THE PIER



VIEW F- FAMILY PAVILION (OVERALL FINISHES)

21

TYPICAL PLANS

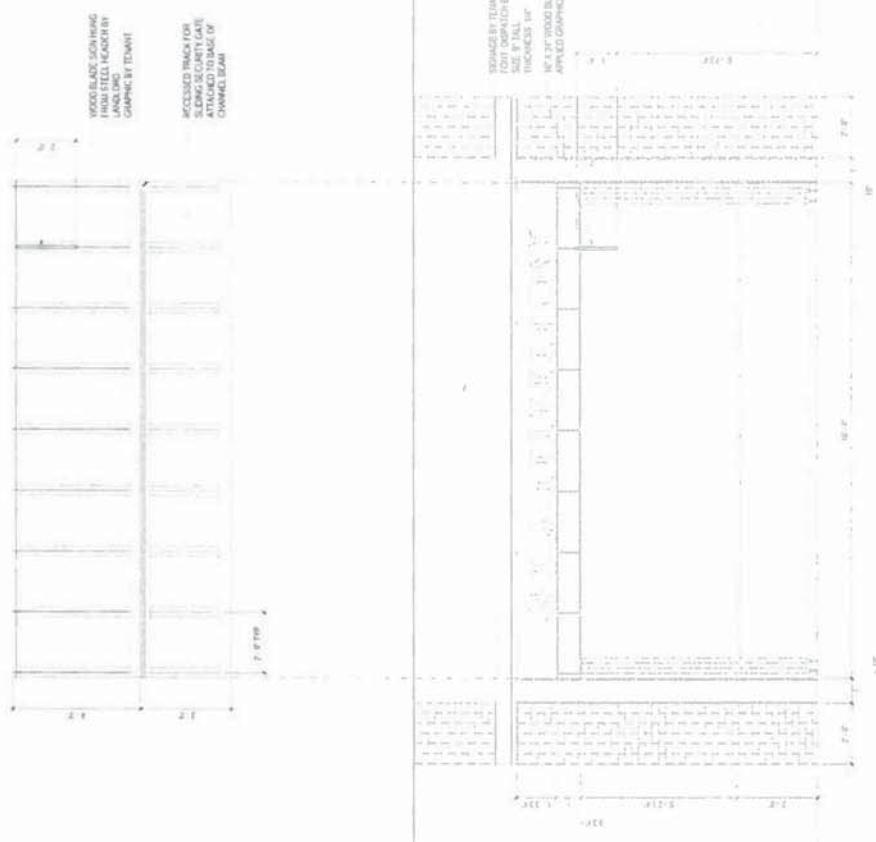


TYPICAL KIOSK PLAN
1/4" = 1'-0"

77

TYPICAL PLANS

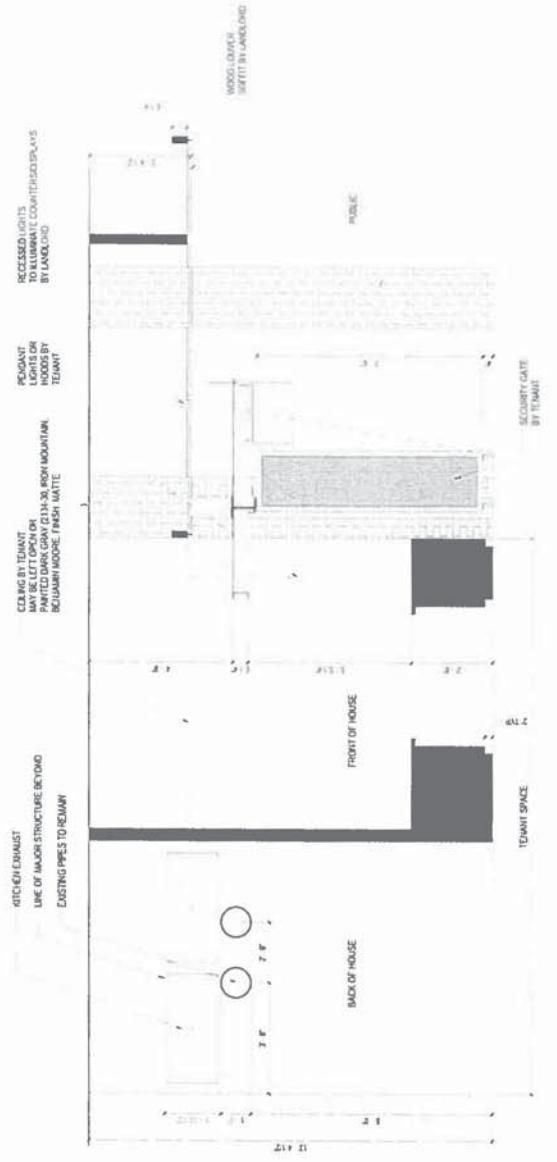
5.0

TYPICAL KIOSK ELEVATION
1/4" = 1'-0"

TYPICAL PLANS

5.0
A

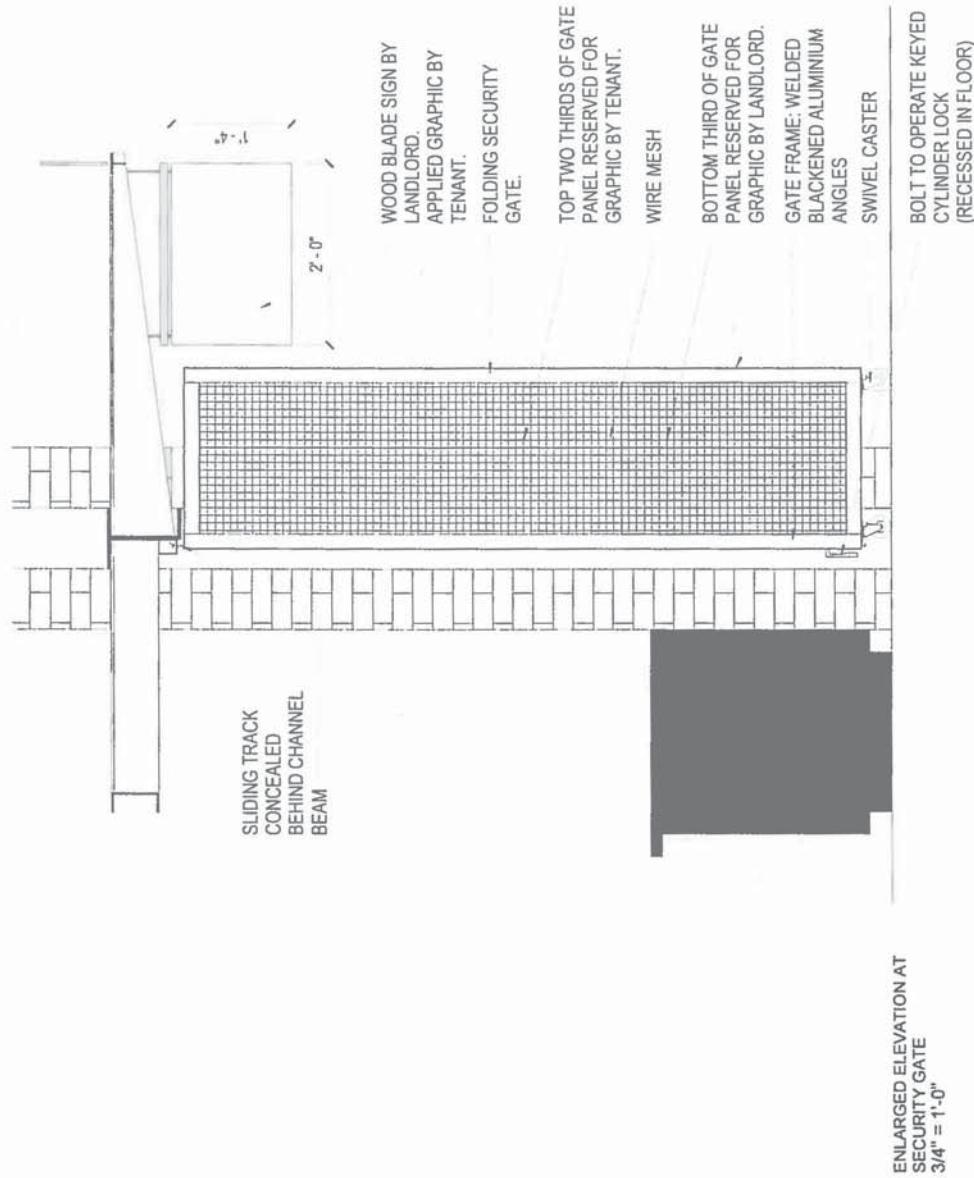


SECTION THROUGH
KIOSK
1/4" = 1'-0"

24

TYPICAL PLANS

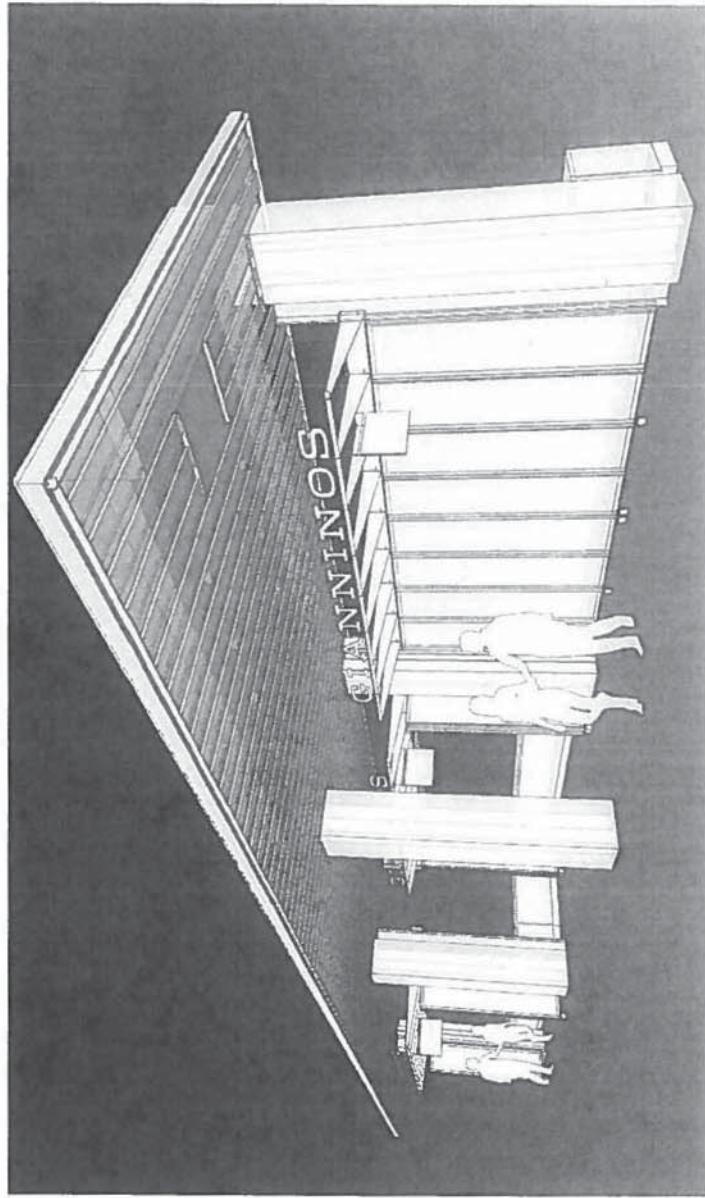
5.0



73

TYPICAL PLANS

5.0



3D VIEW OF KIOSK

NAVY PIER PIERSCAPE

TENANT DESIGN STANDARDS FOR OUTDOOR SERVING AREAS



NAVY PIER

JAMES
CORNER
FIELD
OPERATIONS

NAVY PIER TENANT DESIGN STANDARDS FOR OUTDOOR SERVING AREAS

Purpose

Outdoor tenant serving areas contribute to a vibrant urban culture at Navy Pier and make it a more dynamic place to walk, socialize and dine. Outdoor tenant serving areas are temporary dining areas that occupy public zones during eating establishment hours and seasons. This document is a guide to creating outdoor tenant serving areas that are safe and attractive to restaurant patrons and pedestrians and adhere to the re-imagined vision for the renovated Navy Pier.

The Navy Pier Tenant Design Standards provide acceptable dimensions for outdoor tenant serving area access, cafe barriers, and the acceptable of outdoor furnishings and service areas. Navy Pier encourages the use of durable and high-quality outdoor furnishings and materials to increase the safety and comfort of residents and visitors of outdoor tenant eating areas. The diagrams in this document illustrate examples of cafe design and photographs show acceptable and unacceptable cafe furnishings, colors and materials.

Outdoor tenant serving areas enhance the public realm and motivate city and regional residents to patronize Navy Pier's eating establishments. Restaurant and cafe tenants who offer outdoor serving areas shall comply by these guidelines. All design is subject to NPI review and approval.



NAVY PIER EXISTING TENANT SPACES



NAVY PIER EXISTING TENANT SPACES

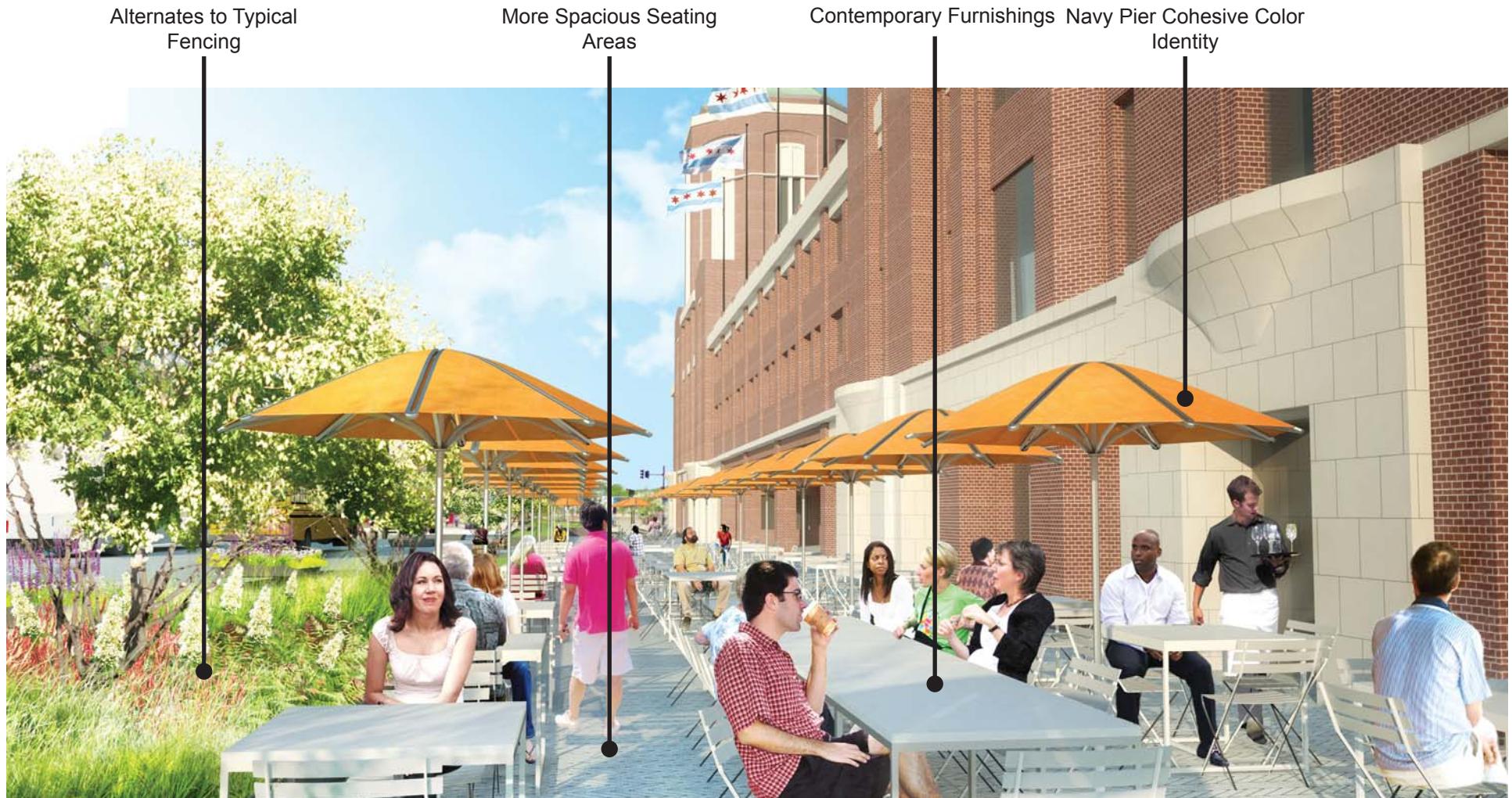


NAVY PIER REDESIGN STRATEGIES



NAVYPIER

NAVY PIER REDESIGN STRATEGIES



NAVY PIER

NAVY PIER REDESIGN STRATEGIES



NAVY PIER REDESIGN STRATEGIES

Expand Pier Park Access and Views



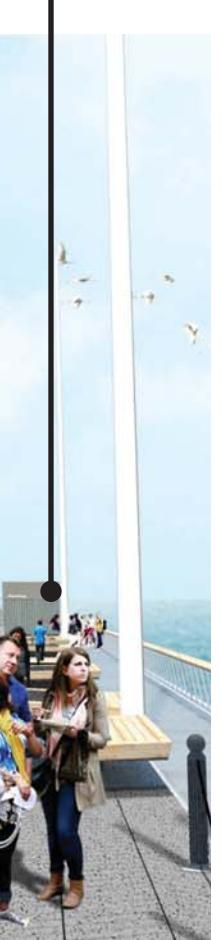
Contemporary Furnishings of Navy Pier Color Palette



Introducing Public Seating at the new Wave Wall



Shifting Boats East to allow for more Lake Views



NAVY PIER IDENTITY EVOLUTION



NAVY PIER



NAVY PIER

NAVY PIER

NAVY PIER

NAVY PIER

NAVY PIER NEW TYPEFACE

DISPATCH EXTENDED BOLD

A B C D E F G H I J K L M
N O P Q R S T U V W X Y Z
0 1 2 3 4 5 6 7 8 9

Stainless Bold

A B C D E F G H I J K L M N O P Q R S T U V W X Y Z
a b c d e f g h i j k l m n o p q r s t u v w x y z
0 1 2 3 4 5 6 7 8 9

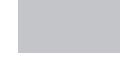
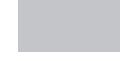
NAVY PIER TENANT DESIGN STANDARDS

Color Palette



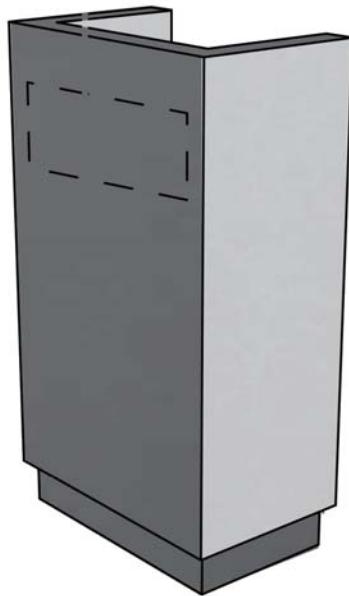
NAVY PIER TENANT DESIGN STANDARDS

Index

TYPE	FINISH OPTIONS
• Hostess Stand	    
• Menu Board Totem	    
• Tenant Lighting	SEE DESIGN CRITERIA
• Tenant Furniture	     
• Tenant Umbrellas	  
• Tenant Barrier Design	 
• Outdoor Counter	    
• Tenant Signage at Headhouse	SEE DESIGN CRITERIA
• Tenant Signage at Family Pavilion	SEE DESIGN CRITERIA
• Tenant Signage at East End	SEE DESIGN CRITERIA
• Tenant Supplemental Identification	SEE DESIGN CRITERIA

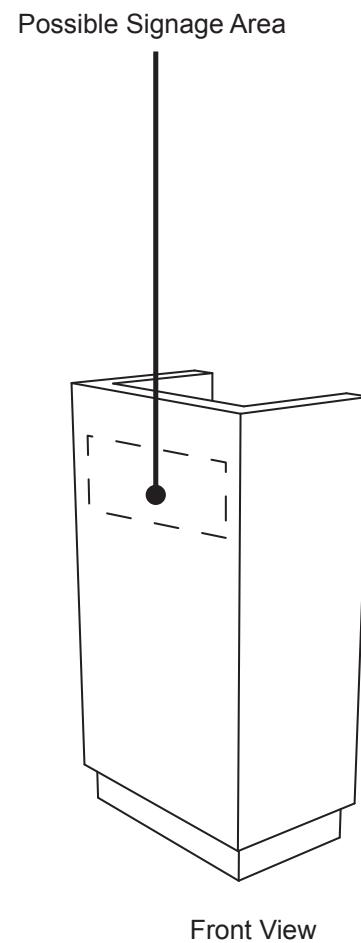
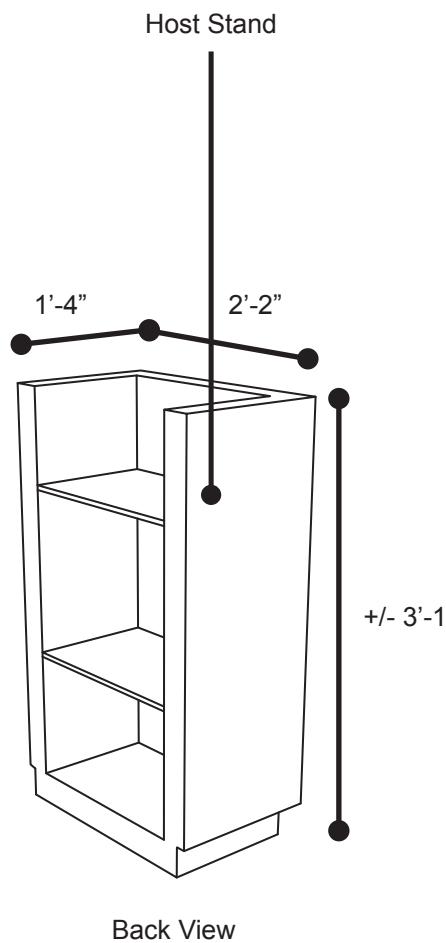
NAVY PIER TENANT DESIGN STANDARDS

Hostess Stand



NAVY PIER TENANT DESIGN STANDARDS

Hostess Stand Metal Panels Finish Options



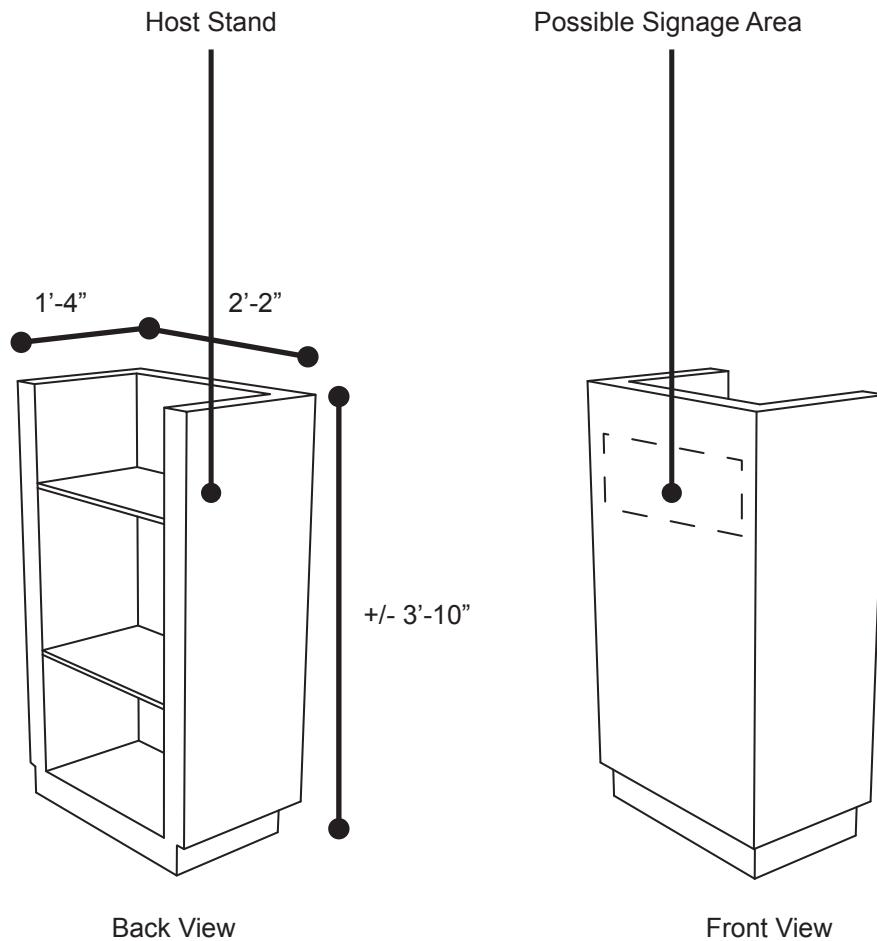
DARK GREY METAL
to match Duranar Cosmic Grey Mica



LIGHT GREY METAL
to match Duranar Silver Renaissance

NAVY PIER TENANT DESIGN STANDARDS

Hostess Stand Wood Finish Options (Must mimic Metal Panels Finish)



Redwood siding



Painted Wood Siding
To match Duranar Silver Renaissance



Painted Wood Siding
To match Duranar Cosmic Grey Mica

NAVY PIER TENANT DESIGN STANDARDS

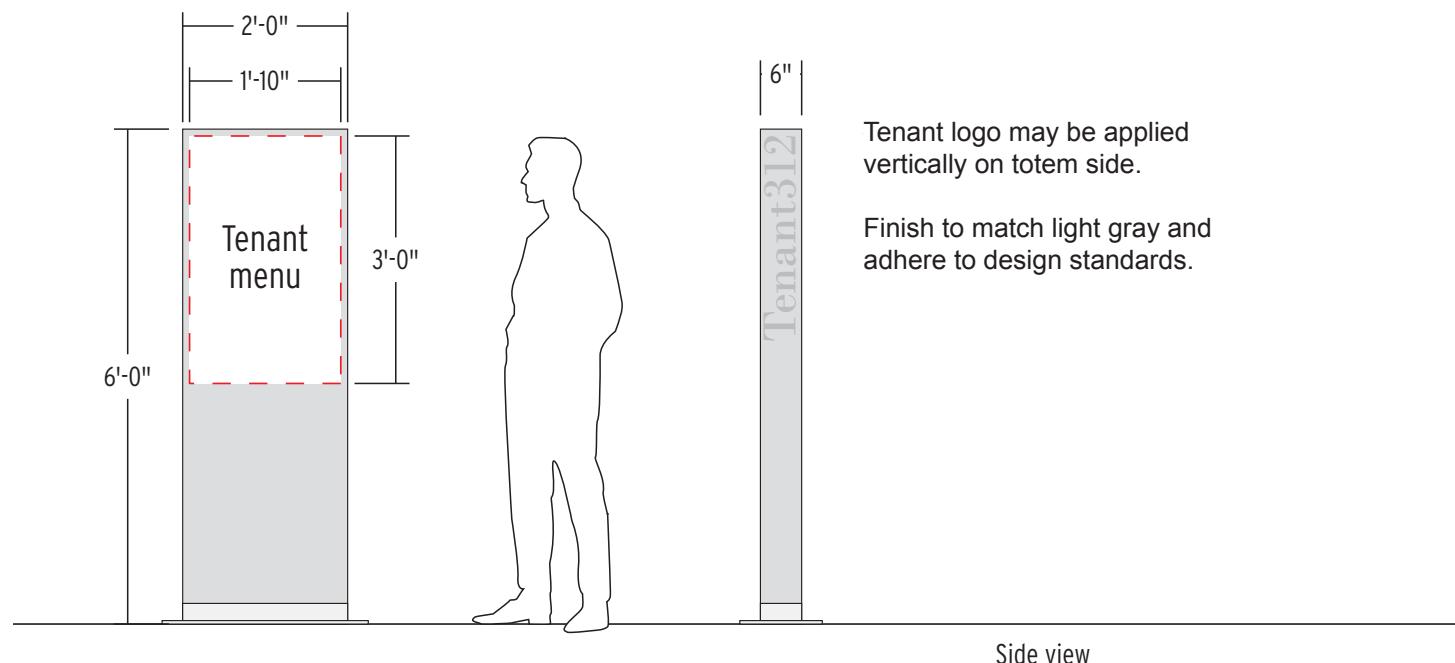
Menu Board Totem

Tenants may display their menu offerings in a freestanding totem. The totem should be temporary and used during the seasons when the outdoor serving areas are open to public use. The totems shall removed during the winter months while outdoor serving areas are not used. The totem can be one sided or double sided.

Design of this menu is at the discretion of the tenant, however it may not be permanently internally illuminated or have a television screen. Internal lighting is permitted only on battery based lighting.

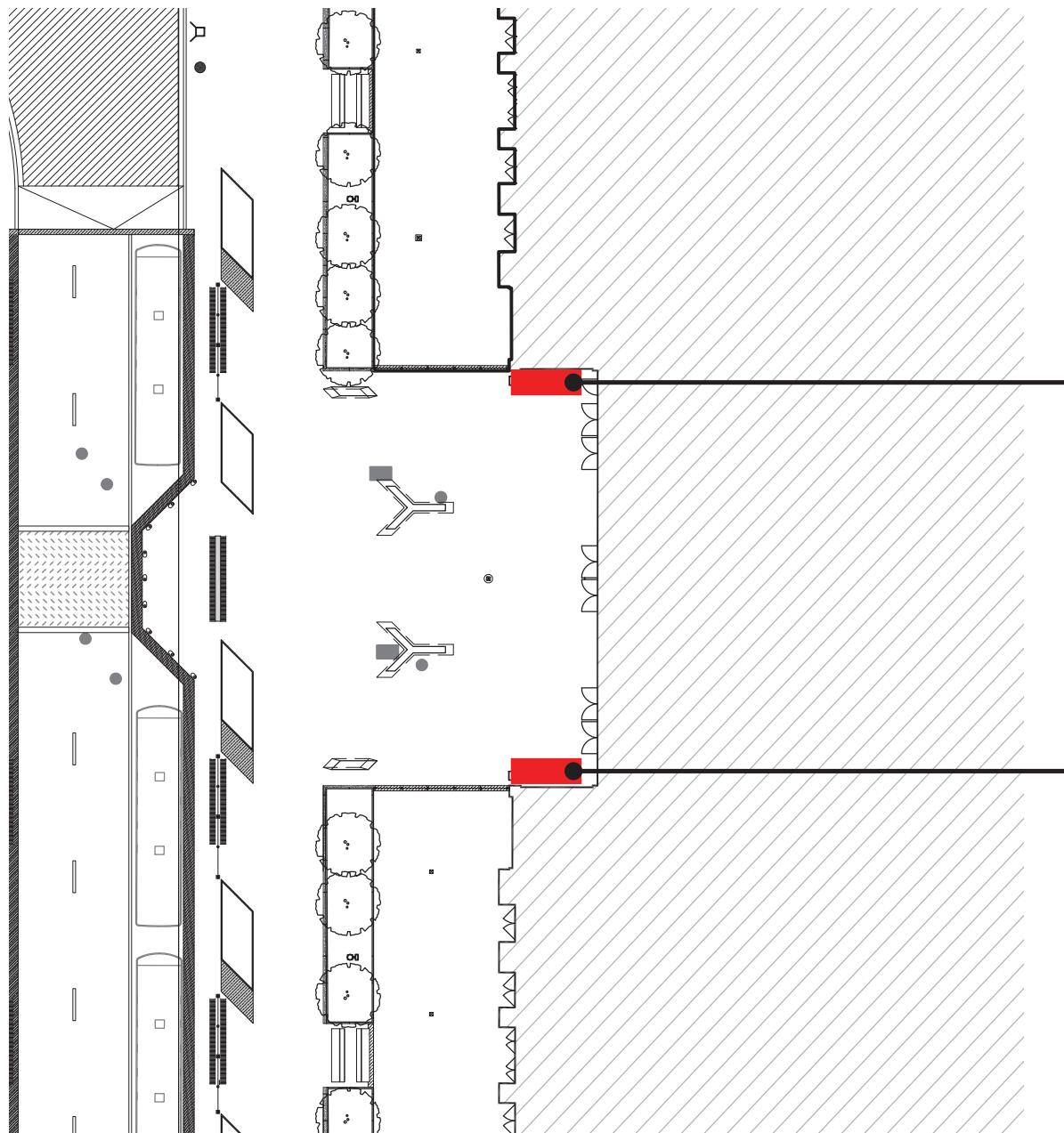
Tenant may choose to apply their logo on the 6" side of totem. Totem finishes to match new South Dock signage and be constructed out of light gray metal panels.

Tenant may anchor the totem to the paved surface with Stainless Steel bolts. The holes in paving from the bolts must be covered with Stainless Steel caps when the totems are stored.



NAVY PIER TENANT DESIGN STANDARDS

Menu Board Totem: Acceptable Locations

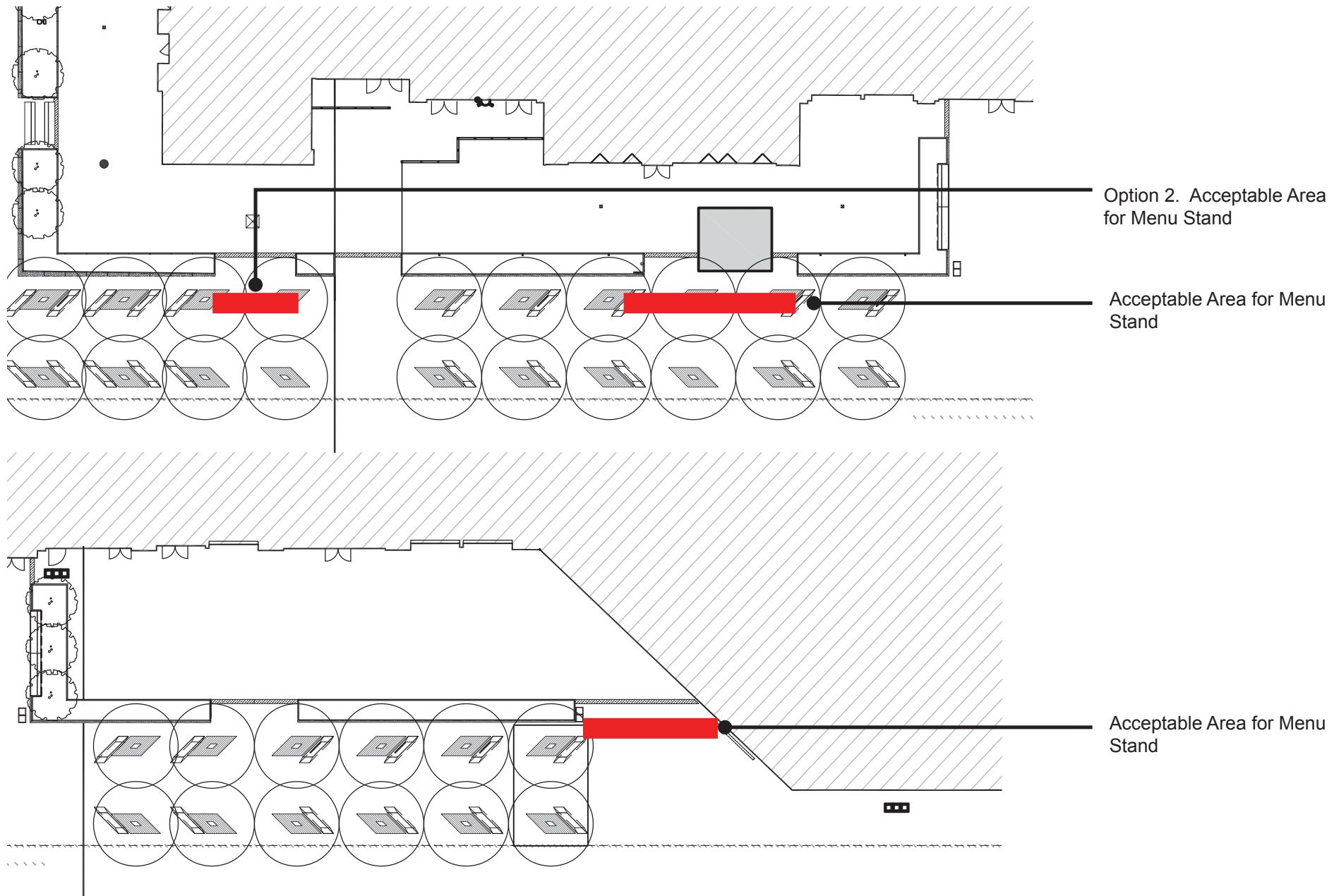


Acceptable Area for Menu Stand to be mounted on the brick facade.

Option 1. Acceptable Area for Menu Stand to be mounted on the brick facade.

NAVY PIER TENANT DESIGN STANDARDS

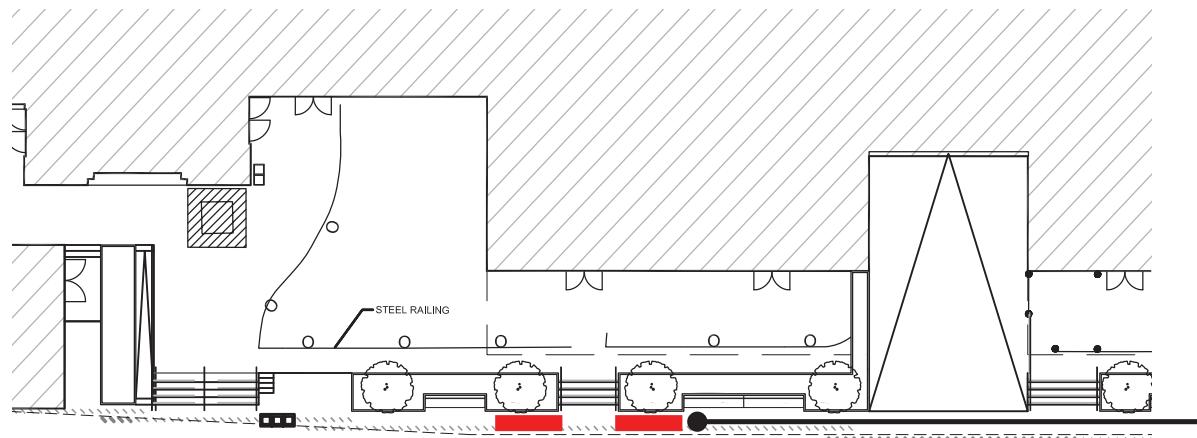
Menu Board Totem: Acceptable Locations



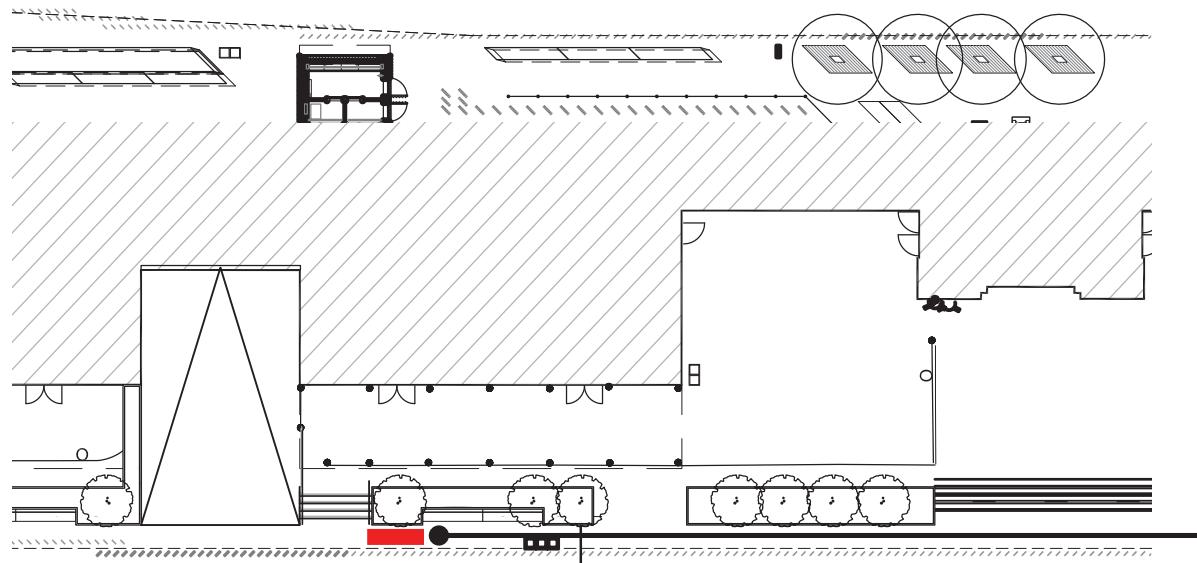
NAVY PIER

NAVY PIER TENANT DESIGN STANDARDS

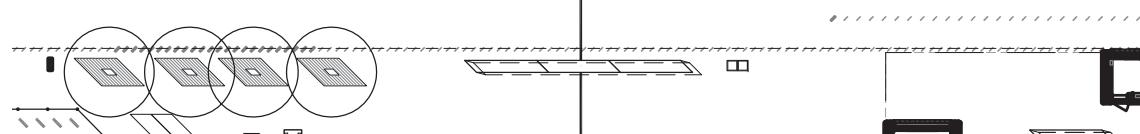
Menu Board Totem: Acceptable Locations



Acceptable Area for Menu Stand



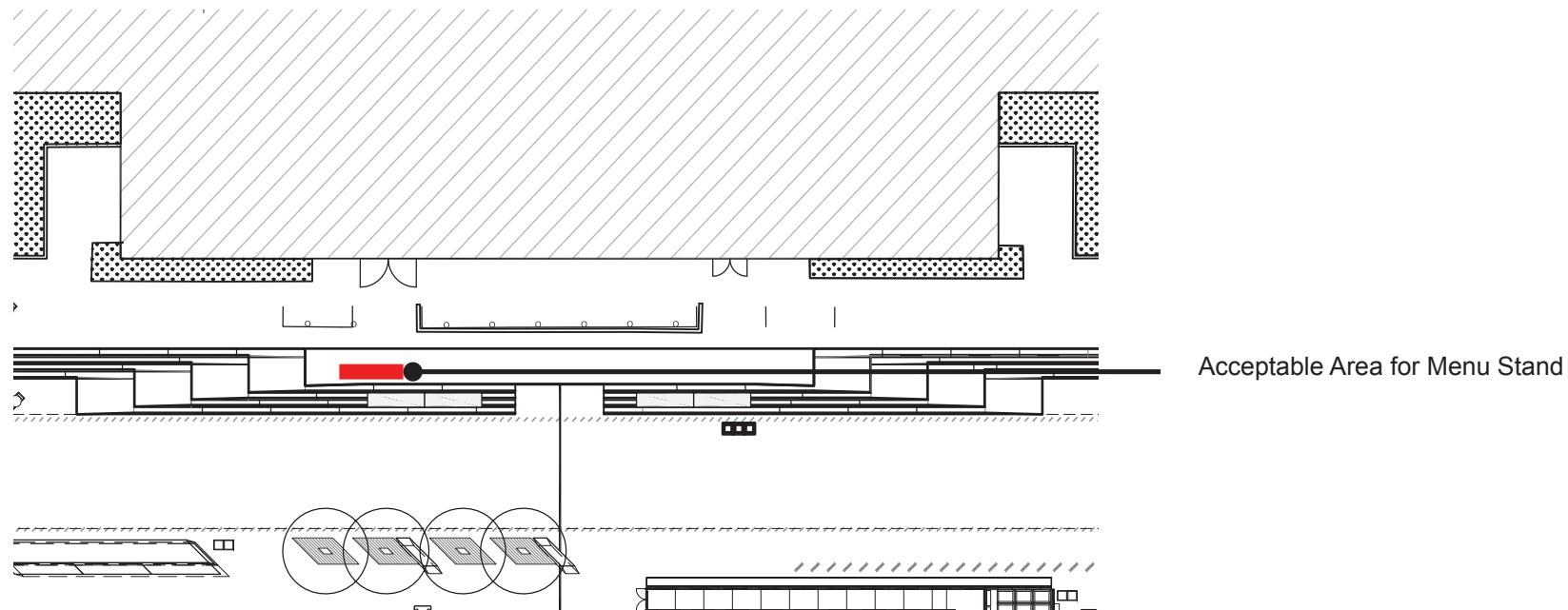
Acceptable Area for Menu Stand



NAVY PIER

NAVY PIER TENANT DESIGN STANDARDS

Menu Board Totem: Acceptable Locations



NAVY PIER

NAVY PIER TENANT DESIGN STANDARDS

Outdoor Furnishings: Tables and Chairs

Quality, Context & Variety

Navy Pier outdoor tenant serving areas bring pedestrians, economic investment, and liveliness to Navy Pier and visually enhance the urban environment.

It is important for Navy Pier outdoor tenant serving areas to utilize quality furniture and fixtures that contribute to the safety and attractiveness of the public realm. Furniture and fixtures must be durable and of sturdy construction; able to withstand severe weather without blowing over, aesthetically appealing and contemporary.

Navy Pier outdoor tenant serving areas must mimic the character of the re-imagined Pierscape, and restaurant owners should be mindful of their surroundings when planning outdoor tenant serving areas. While a variety of tables, chairs and umbrellas are acceptable, operators are advised to consider the context of newly renovated South Dock when making decisions concerning furniture and fixtures. A range of furniture styles, colors and materials are permitted, however furniture and fixtures must be contemporary aesthetically, clean and free of fading, corrosion, splinters, dents, tears, chipped paint are subject to Navy Pier Inc. review and approval. All outdoor furnishings must be contained within the defined outdoor tenant serving area.



NAVY PIER TENANT DESIGN STANDARDS

Outdoor Furnishings: Tables

Tables

Durability

Tables should be able to withstand weather factors such as sun and wind and remain in good condition. Tables should be of sturdy construction. Tables should not show evidence of deterioration or damage to structure or finishes.

Fabrication

Various styles of table and chairs are acceptable for outdoor terrace areas. Generally tables should be square, rectangular or round. Table and chairs are subject to Navy Pier Inc. review and approval.

Encouraged table materials: metals, finish grade woods, sturdy recycled materials

Discouraged table materials: breakable plastics, unfinished lumber

Color

The color or the combination of colors of tables is the owner's choice but must be selected from the Color Palette for Tables and Chairs.

Tables may be painted, unpainted in color, but must have surfaces that are properly finished such that there is no rust, splintering or other deterioration.

Shape and Size

Tables must be functional and well-maintained. Tables may be any of the above mentioned shapes, but may not be over 36 inches in height.

Smaller tables are encouraged, as they provide more layout flexibility. Square or rectangular tables can be combined to create a larger table if necessary. Table edges and corners should be rounded and safe for passing pedestrians.

Possible Table Options:

Moveable Table	Image	Manufacturer	Material	Dimensions	Color
Leaf Table		Aprer; www.arper.it	Table with three leg - large-steel base and round top made of HPL.	Diameter: 39 3/8" or 31 1/8" H: 29 1/8"	white, moka and green, while top is only available in dark grey.
Parc Center Table		Landscape Forms http://www.landscapeforms.com	Tabletops are formed of solid 5/16" steel plate welded to heavy duty steel wall tubing support. Base plate is 17" diameter solid steel. All parts are powdercoated.	Available in three sizes: 24" round, 30" round, and 28" square. H: 30"	Many colors available on request
Arc En Ciel Folding Table		Design within Reach, www.dwr.com	Powder-coated steel; stainless steel hardware; polyester floor glides.	H 29" W 27.5" D 20"	aluminum
Chipman Table		Landscape Forms http://www.landscapeforms.com	The tables have cast aluminum bases attached to a cast aluminum support tube.	Tables are 45" in diameter, and offered in two heights – H: 29"	white, green, blue, orange
Tolix® Marais Table		Design within Reach, www.dwr.com	Sheet steel with epoxy varnish or powder-coated finish; rubber floor glides.	H 29" W 27.5" D 27.5"	Many colors available on request



NAVY PIER TENANT DESIGN STANDARDS

Outdoor Furnishings: Chairs

Chairs

Durability

Chairs should be able to withstand weather factors such as sun and wind and remain in good condition. Chairs should be of sturdy construction. Chairs should not show evidence of deterioration or damage to structure or finishes.

Fabrication

Chairs may be fabricated of metal, finish grade wood, or composite material. Chairs may not incorporate fabric elements or may not be upholstered.

Encouraged chair materials: metals, finish grade woods, sturdy recycled materials

Discouraged chair materials: breakable plastics, unfinished lumber

Color

The color or the combination of colors of chairs is the owner's choice but must be selected from the Color Palette for Tables and Chairs.

All chairs are subject to the approval of Navy Pier Inc. Chairs may be painted, unpainted in color, but must have surfaces that are properly finished such that there is no rust, splintering or other deterioration.

Possible Chair Options:

Moveable Chair	Image	Manufacturer	Material	Dimensions	Color
Leaf Chair (stackable)		Aprer; www.arper.it	Chrome with laquer finish	H: 82cm, W 56cm, D 52cm	chrome, white, green, mocha
Parc Center Chair (stackable)		Landscape Forms http://www.landscapeforms.com	Powdercoated Metal, Seat, back panels constructed of 3/4" steel straps	H: 33" x W: 22" x D: 21"	Many colors available on request
Emu Aero Chair (stackable)		Design within Reach, www.dwr.com	solid steel frame; solid flat steel seat/back; powder coat finish; plastic glides	H: 30.5", W 17.5", D 18"	aluminum
Striped Chair		Magis; www.magisdesign.com	frame in steel tube, cataphoretically-treated and painted in polyester powder. Seat and back made of transparent polyamide slats. Standard injection-moulded	H: 78.6cm, W 48.5cm, D 58.8cm	white, green, blue, orange
Tolix® Marais A Chair		Design within Reach, www.dwr.com	Sheet steel with epoxy varnish or powder-coated finish; rubber floor glides.	H: 33.5", W 17.5", D 20.25"	Many colors available on request



NAVY PIER TENANT DESIGN STANDARDS

Outdoor Furnishings: Discouraged Types of Furnishings

Discouraged table materials:

Images below are of prohibited materials in Navy Pier outdoor tenant serving areas: from left to right, flimsy plastic tables and chairs, unfinished wooden materials, and decorative garden table and chairs are prohibited furniture types.

Prohibited Furniture

Navy Pier outdoor tenant serving areas are impermanent eating areas, and furniture that is permanently affixed to the exterior of a restaurant or cafe is prohibited. Tables, chairs, umbrellas, heat lamps, menu displays and barrier elements are the only acceptable outdoor furniture items. Waste receptacles are not permitted. Picnic tables are not permitted.

Prohibited Cafe Elements

Shelves, speakers, sofas. Televisions are not permitted at walk-up bars or outdoor serving areas. Full service bars may request NPI's permission to install a fully architecturally incorporated television. No sound shall be emitted from televisions.

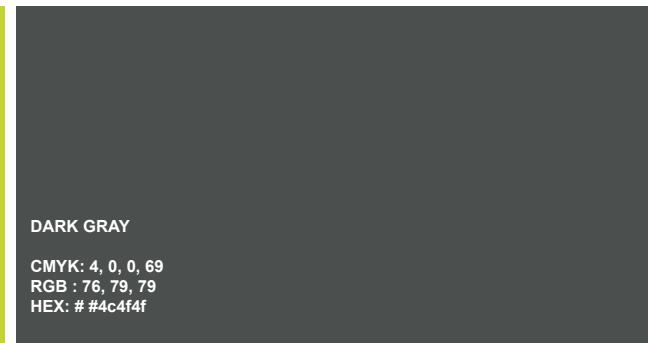
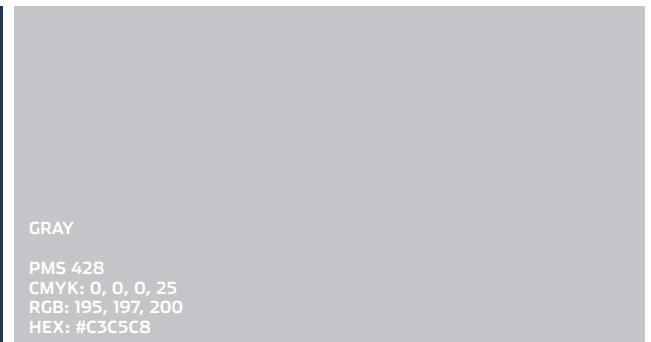
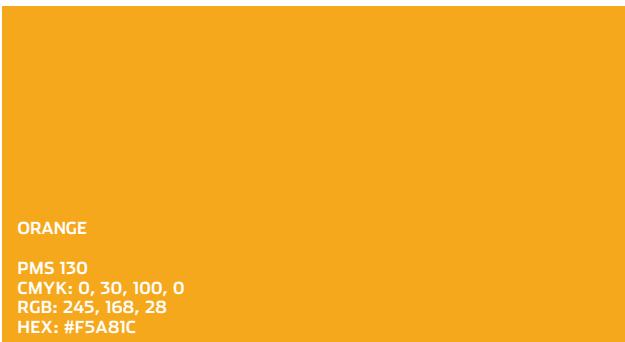
Freestanding

Neither furniture nor other café elements may be tied or otherwise secured to trees, lamp posts, street signs, hydrants at any time.



NAVY PIER TENANT DESIGN STANDARDS

Color Palette for Tables and Chairs



NAVY PIER TENANT DESIGN STANDARDS

Outdoor Furnishings: Umbrellas

Functional and aesthetically pleasing, umbrellas provide shade and enclosure for patrons of sidewalk cafés. Umbrellas must be contained within the defined outdoor tenant serving area.

Square or rectangular market-style umbrellas are recommended for outdoor service areas as they provide better coverage and shade.

Height:

When open, umbrella canopies should be between 7 and 10 feet tall.

Materials & Design

Umbrellas should be suitable for outdoor patio use. Canvas is preferred. Umbrella colors are to be selected from the Umbrella Color Palette by the owner's choice and should be compatible with the sidewalk café furniture.

No lettering is permitted on sidewalk café umbrellas.

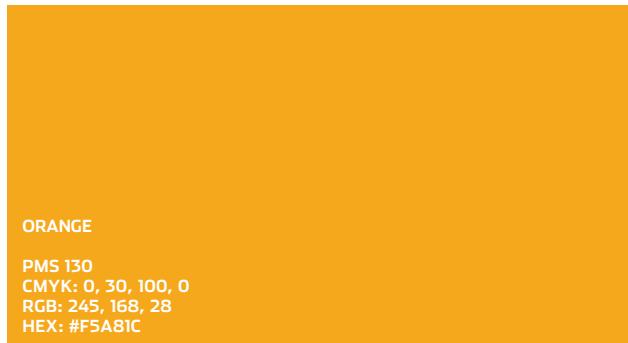


NAVY PIER



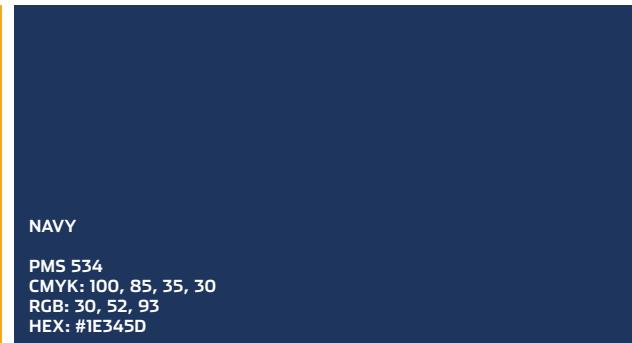
NAVY PIER TENANT DESIGN STANDARDS

Color Palette for Umbrellas



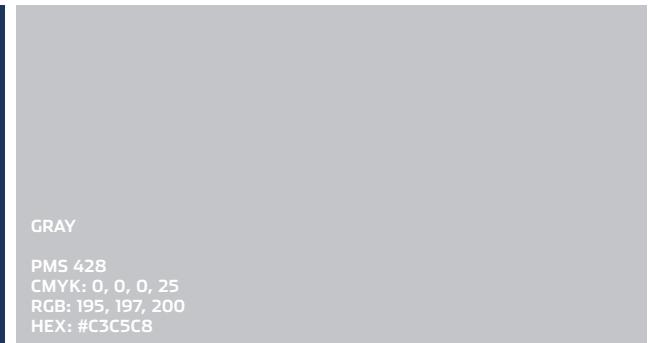
ORANGE

PMS 130
CMYK: 0, 30, 100, 0
RGB: 245, 168, 28
HEX: #F5A81C



NAVY

PMS 534
CMYK: 100, 85, 35, 30
RGB: 30, 52, 93
HEX: #1E345D



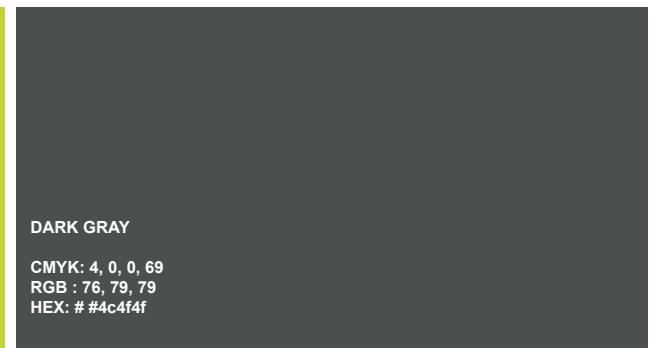
GRAY

PMS 428
CMYK: 0, 0, 0, 25
RGB: 195, 197, 200
HEX: #C3C5C8



NAVY PIER TENANT DESIGN STANDARDS

Color Palette for Umbrellas



NAVY PIER TENANT DESIGN STANDARDS

Outdoor Terrace Barrier Design

Various styles of barriers are acceptable for sidewalk cafés. Generally barriers should be 36 inches in height, and must be free-standing, stable, and removable. Barrier segment bases should be flat with tapered edges that are between 1/4 to 1/2 inch thick.

Types of barriers:

Sectional Fencing:

Rigid fence segments may be placed end-to-end to create the appearance of a single fence. Footing shall be flat. Sectional fencing shall be composed of metal or wood and painted or finished in Light or Dark Gray. Sectional fencing may be composed of aircraft cable, fabric, steel or iron elements.

Planters:

Outdoor planters may be used as a barrier component and should be placed at the corners and entry of the sidewalk Café. Planters must be no more than 3 feet in height, shall be kept in clean condition, and shall be removed at the end of the season.

The following barrier measurements should be utilized in order to guide pedestrian traffic and establish the separation of sidewalk cafés from the street:

Height:

Sidewalk stanchions, posts and sectional fences shall not be less than 36 inches in height.

Open Appearance:

Sidewalk café fences shall allow patrons and pedestrians to see from the Café to the street and vice versa.

Maximum Distance from Ground The lowest point in the barrier should be no more than 6 inches in height. This is to ensure that visually-impaired pedestrians who use canes will note the barrier.



NAVY PIER TENANT DESIGN STANDARDS

Outdoor Terrace Barrier Design Unacceptable Examples

Barrier qualities

1. Free-standing: Barriers must not be permanently attached to any structure or sidewalk.
2. Stable: A barrier must be well-balanced and difficult for pedestrians to topple, trip over or remove.

Prohibited barrier materials

1. Chain link
2. Rope rails
3. Chain rails
4. Other materials.

The use of materials for barriers that is not specifically designed as fencing, such as buckets, flag poles, newspaper stands and waste receptacles is prohibited.



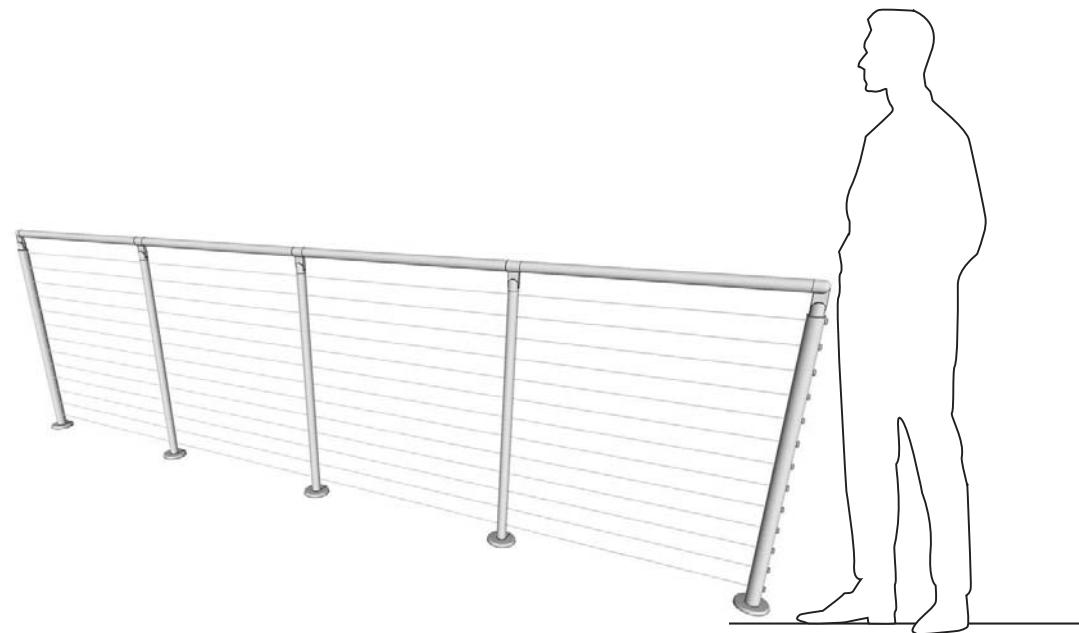
NAVY PIER TENANT DESIGN STANDARDS

Outdoor Terrace Barrier Design Recommended for Headhouse and McDonald's Areas

Forms and Surfaces

Silhouette Railing System

<https://www.forms-surfaces.com/silhouette-railing-system>



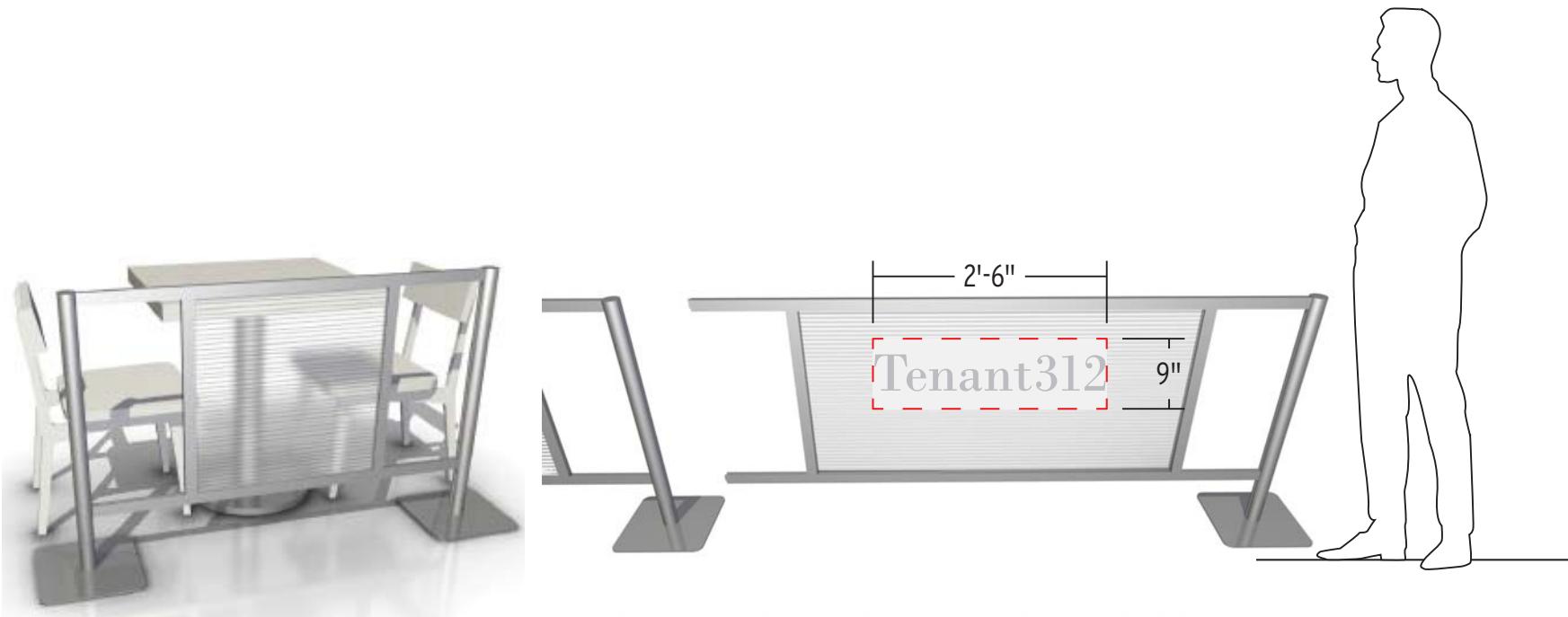
NAVY PIER TENANT DESIGN STANDARDS

Outdoor Terrace Barrier Design Acceptable Examples for all Other Areas

iDivide

Designer Sidewalk Cafe Barrier Screens

<http://www.sidewalkcafabarriers.com/index.html>



NAVY PIER TENANT DESIGN STANDARDS

Outdoor Furnishing Combinations - 3 Color Maximum



NAVY PIER TENANT DESIGN STANDARDS

Outdoor Counter

Outdoor counter qualities

1. Free-standing: Counter must not be permanently attached to any structure or sidewalk.
2. Stable: An outdoor counter must be well-balanced and difficult for pedestrians to topple, trip over or remove.

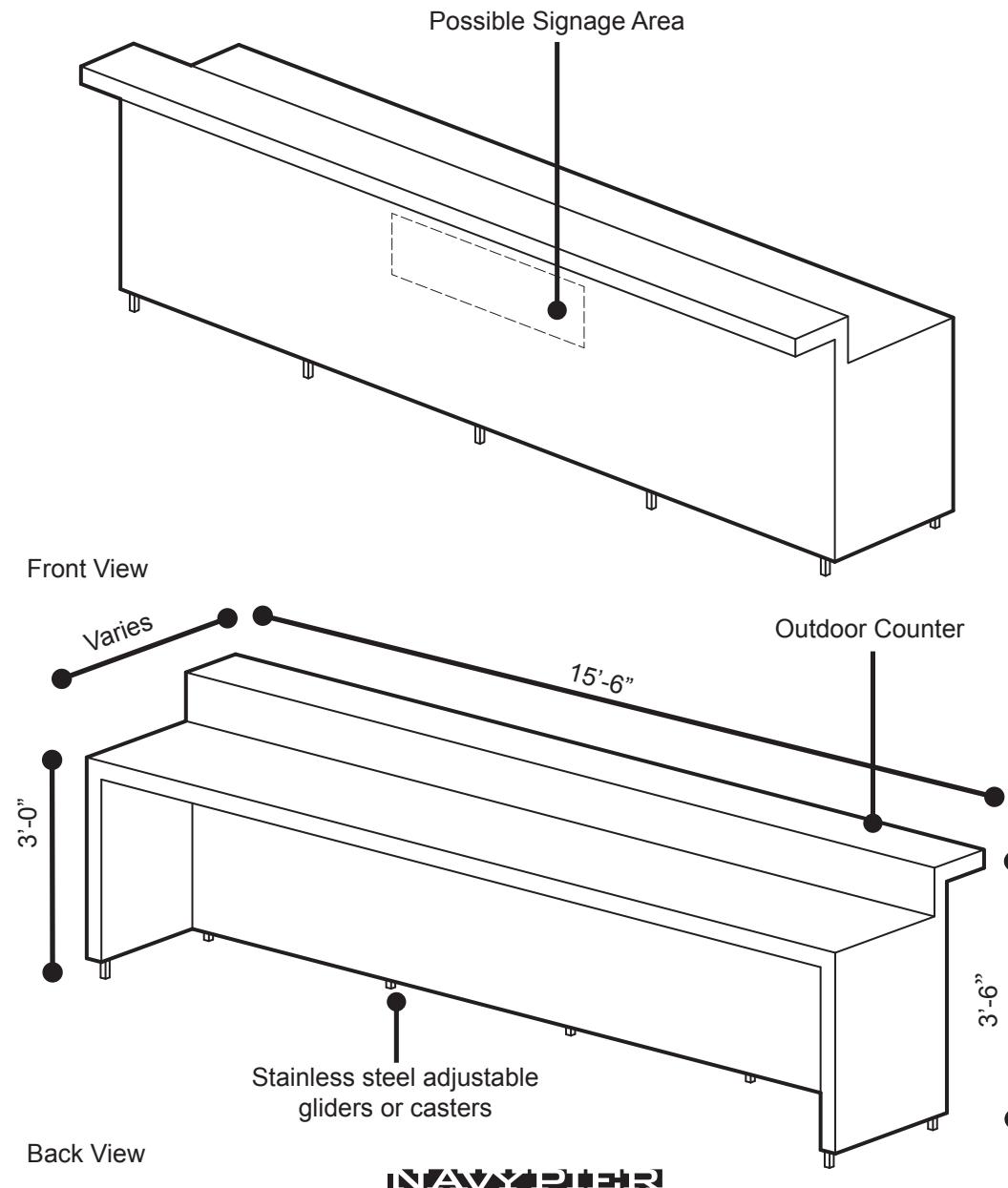
Prohibited outdoor counter materials

1. Televisions



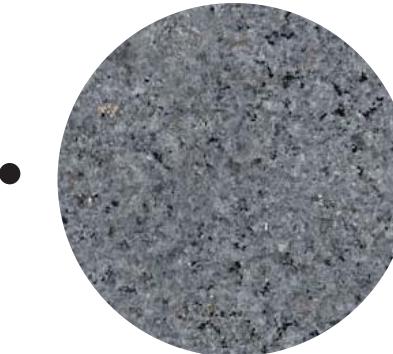
NAVY PIER TENANT DESIGN STANDARDS

Outdoor Counter

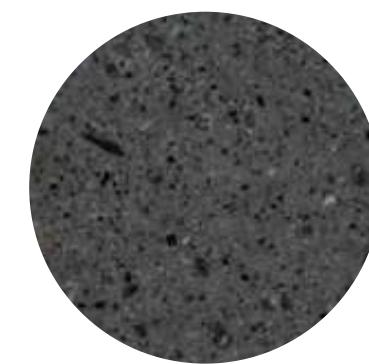


NAVY PIER TENANT DESIGN STANDARDS

Outdoor Counter



Granite



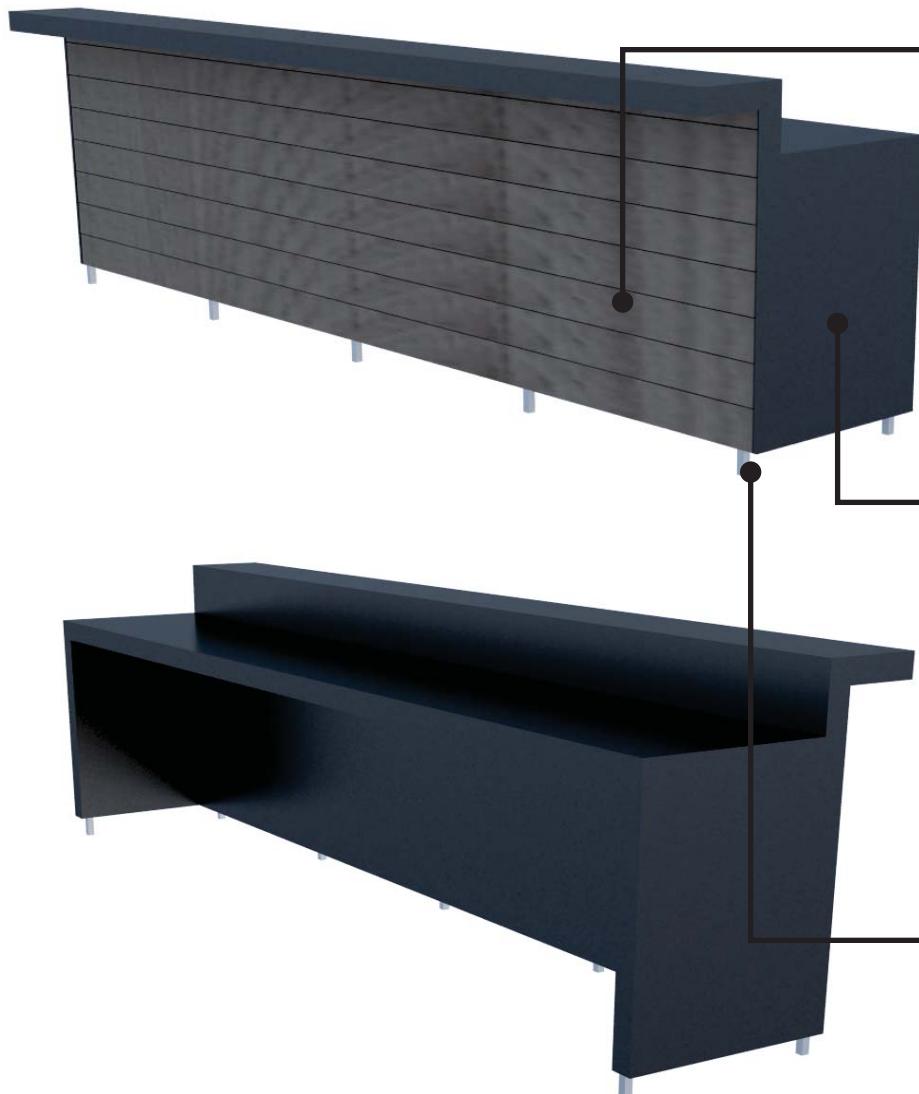
Corian Solid Surface



Dark Gray Metal Panel
to match Duranar Cosmic Grey Mica

NAVY PIER TENANT DESIGN STANDARDS

Outdoor Counter



Redwood Tongue and Groove Siding



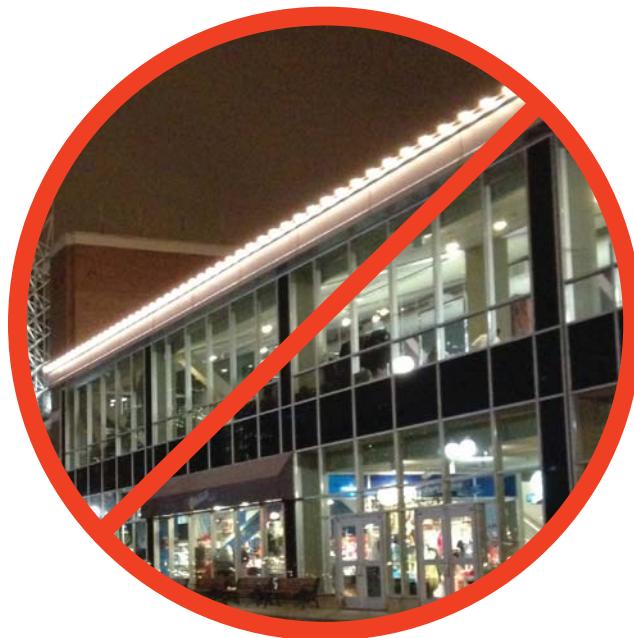
Dark Grey Solid Surface

NAVY PIER TENANT DESIGN STANDARDS

Lighting: String Lights

STRING LIGHTS NON-ACCEPTABLE DESIGN

- NO COLOR CHANGING
- NO FLASHING
- NO BLINKING



NO FACADE STRING LIGHTS

NO HANGING CABLE

NO COLOR LIGHT

NAVY PIER TENANT DESIGN STANDARDS

Lighting: Candle Light For All Outdoor Tenant Serving Areas

SMALL SIZE TABLE CANDLELIGHT FOR INTIMATE AMBIENT LIGHT AND SPARKLE ACCEPTABLE DESIGN

+/- 2" DIAMETER
+/- 4" TALL



CANDLE
AND CLEAR GLASS VASE



CANDLE
IN CLEAR GLASS VASE
AND PAPER COVER



RECHARGEABLE LED CANDLE
IN FROSTED GLASS VASE PLUS PAPER COVER

NAVY PIER TENANT DESIGN STANDARDS

Lighting: Lanterns For All Outdoor Tenant Serving Areas

MEDIUM SIZE LANTERN FOR AMBIENT LIGHT ACCEPTABLE DESIGN

Lumen Center Italia

Outdoor rechargeable floor lamp

www.lumencenteritalia.com/en/products/contemporary/tak%C3%A8-open-air/tak%C3%A8-open-air-03-10-11

Phillips

Outdoor rechargeable lantern

http://www.usa.philips.com/c-m-li/choose-a-fixture/candles/latest#filters=CONCEPT_CANDLES_SU&sliders=&price=&priceBoxes=&page=&layout=12.subcategory.p-grid



LED RECHARGEABLE LANTERN
9" DIAMETER AND 15" TALL



RECHARGEABLE FLOOR LAMP
4" DIAMETER AND 12" TALL , STEM 5'
TALL



RECHARGEABLE FLOOR LAMP
4" DIAMETER AND 8" TALL

NAVY PIER TENANT DESIGN STANDARDS

Lighting: String Lights For All Outdoor Tenant Serving Areas Except at Headhouse

STRING LIGHTS FOR AMBIENT AND SPARKLE ACCEPTABLE DESIGN

Casual restaurants option

Tivoli Lighting

http://www.tivolilighting.com/Products/ARCH_Products_/Strand_Lighting/Litesphere_LED.aspx

Pottery Barn

<http://www.partylights.com/Commercial-String-Lights/Commercial-C9-String-Lights-Bulbs>

Party Lights

<http://www.partylights.com/Commercial-String-Lights/Commercial-C9-String-Lights-Bulbs>



CLEAR INCANDESCENT STRING LIGHT
WITH GALVANIZED STEEL SHADE



INCANDESCENT OR LED STRING LIGHT



CLEAR OR FROSTED LENS

NAVY PIER TENANT DESIGN STANDARDS

Lighting: String Lights

STRING LIGHTS MOUNTING AND LAYOUT ACCEPTABLE DESIGN

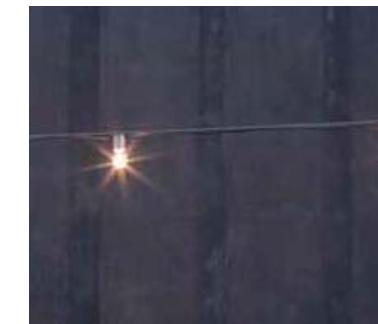
Fine dining restaurants option

SUSPENSION LIGHT FITTING FOR OUTDOOR

Available in different models to serve different functions - ambient and task.

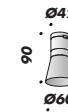
Viabizzuno

<http://www.viabizzuno.com/index.php?page=prodotto&idGruppo=2242>



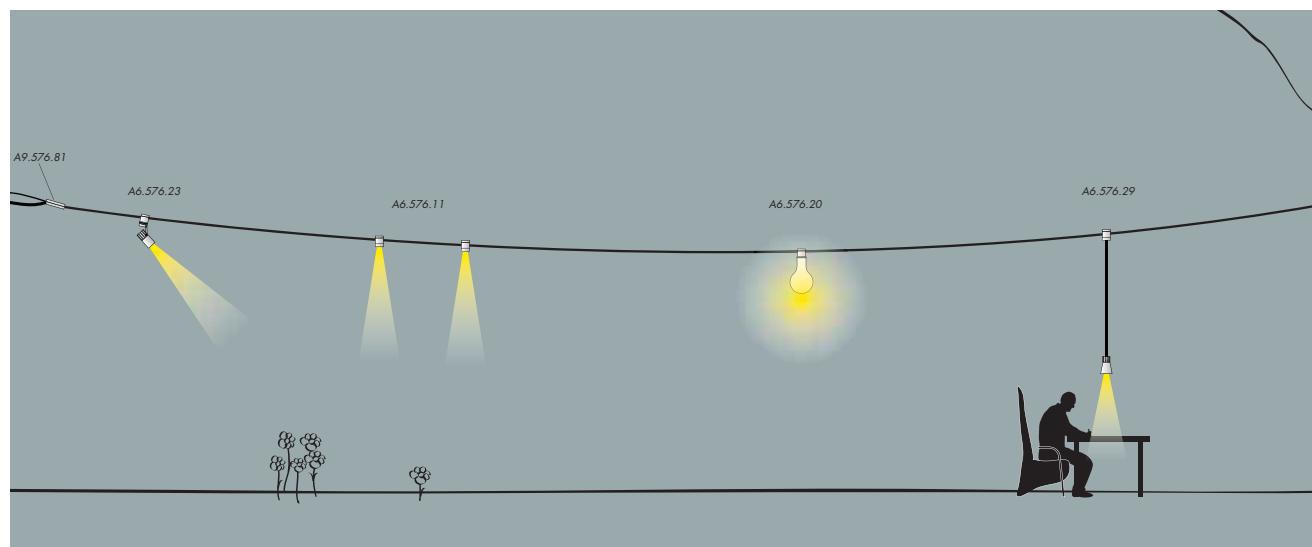
kit led fisso
fixed led kit
luce spot/spot light
led 3000K 4W 36° ↗
24Vdc IP44
◆ ▽ □ C E △

A6.576.11 nero notte
night black



kit led cono
cone kit led
luce spot/spot light
led 3000K 4W 36° ↗
24Vdc IP44
◆ ▽ □ C E △

A6.576.14 nero notte
night black



kit vetro Ø120
glass Ø120 kit
luce diffusa/diffused light
led 3000K 4W ↗
24Vdc IP44
◆ ▽ □ C E △

A6.576.20 nero notte
night black



kit led orientabile
adjustable kit led
luce spot/spot light
led 3000K 4W 36° ↗
24Vdc IP44
◆ ▽ □ C E △

A6.576.23 nero notte
night black

NAVY PIER TENANT DESIGN STANDARDS

Lighting: String Lights

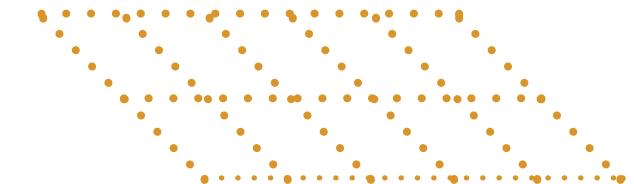
ACCEPTABLE EXAMPLE
COLOR PALETTE FOR CABLE



NAVY PIER TENANT DESIGN STANDARDS

Lighting: String Lights

STRING LIGHTS MOUNTING AND LAYOUT ACCEPTABLE DESIGN



PLAN VIEW - STRING LIGHTS LAYOUT OPTIONS

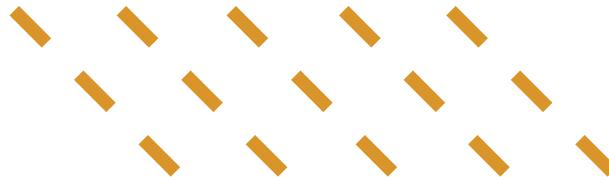


STRING LIGHTS MUST BE MOUNTED TENSE (NOT LOOSE)

NAVY PIER TENANT DESIGN STANDARDS

Lighting: String Lights

STRING LIGHTS MOUNTING AND LAYOUT ACCEPTABLE DESIGN



PLAN VIEW - STRING LIGHTS LAYOUT OPTIONS



LINEAR GLOWING FIXTURE MOUNTED VERTICALLY

NAVY PIER TENANT DESIGN STANDARDS

Signage and Wayfinding Strategy

The general strategy for new signage and wayfinding at Navy Pier is to provide pier-wide information and tenant identification in a way that is clear, unobtrusive, and aligns with the new Pierscape aesthetic. The established materials, finishes, and color palettes are limited to a select few in order to create consistency across multiple applications. This holds true for both exterior and interior signage. In regards to scale and ornamentation, signage should not overwhelm or distract from the overall visitor experience at Navy Pier and should integrate with the architecture and landscape when possible. Tenants will have the opportunity to express their visual brand through signage, but should do so in a way that is tasteful and contributes positively to the new aesthetic of Navy Pier.

The following outline details the approved exterior signage opportunities for tenants at Navy Pier.



NAVY PIER TENANT DESIGN STANDARDS

Signage at Headhouse

As the Headhouse Facade at Navy Pier is a landmarked building, there are particular restrictions on tenant signage. No sign shall be attached to the façade of the building (except for the two areas specified in this document), therefore tenants must rely on their own freestanding signage for identification.

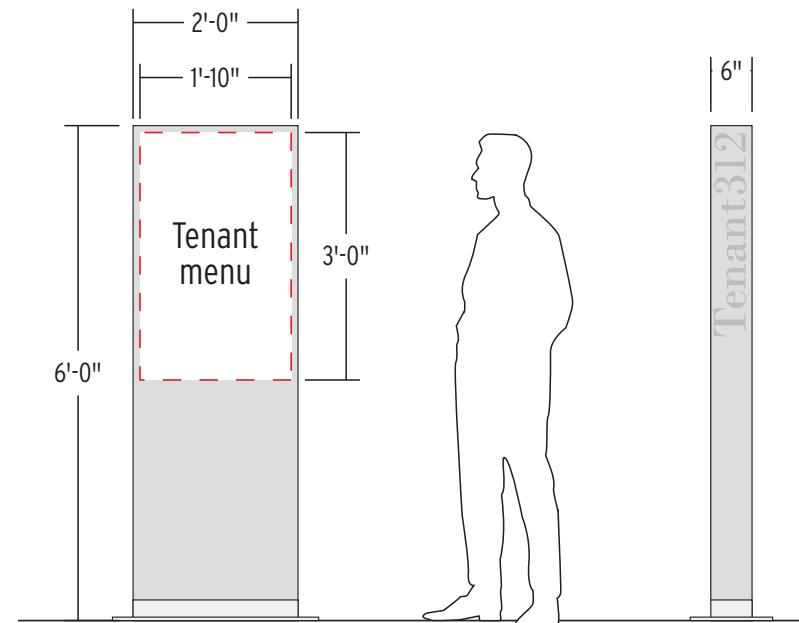
All signage is subject to Navy Pier Inc. approval.

Recommended freestanding signs:

- Menu board totem with printed menu (see Menu Board Standards)
- Host stand with sign attached to front (see Hostess Stand Standards)

Freestanding sign guidelines:

- One free standing sign allowed per tenant.
- Totem or stand to be painted metal to match architectural light and dark grays.
- Tenant may use full-color logo, though minimal color use is recommended.
- Tenant may consider using their logotype in place full-logo.
- Tenant menu may be designed to match their brand standards.
- Avoid three-dimensional surfaces, a minimal profile is recommended.
- Mount sign flush on vertical surfaces.
- Mounting hardware should be minimal and concealed.
- No colored lights.
- No neon lights.
- No flashing lights.
- Minimal, external front-lighting is recommended.
- Internal lighting is permitted only on battery based lighting.
- No conduit to signs are permitted.
- Digital displays are not permitted.
- Printing logo on umbrellas is not permitted.



NAVY PIER TENANT DESIGN STANDARDS

Signage at Family Pavilion

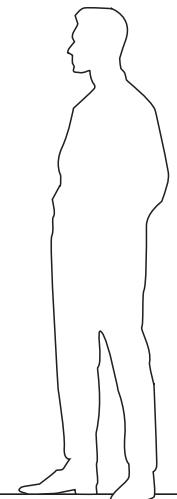
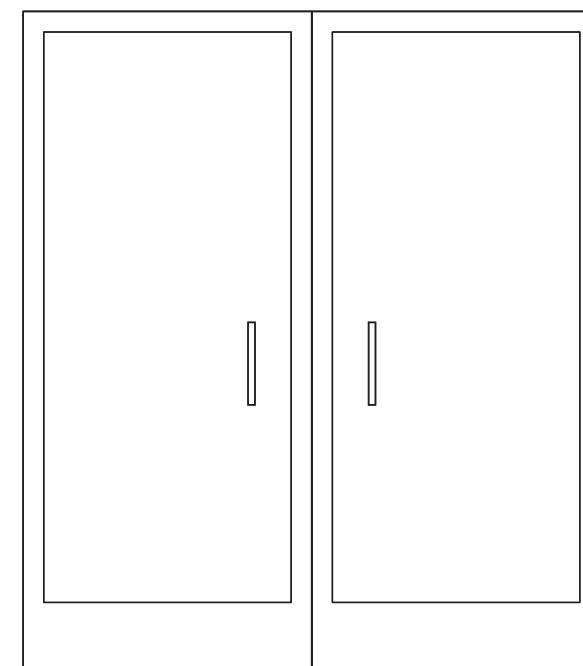
Most tenant identification at Family Pavilion will be mounted on the façade of the building at Navy Pier. The main tenant identification sign should be positioned above or in close proximity to the entry doors. This sign should be modest in scale and should be proportional to the width of the entry doors. As visitors have a clear view from South Dock to the façade of the building, an excessively large sign is not necessary.

Tenants may choose to use one additional freestanding menu board sign for identification, parameters for which are described in this document.

All signage is subject to Navy Pier Inc. approval.

Façade mounted sign guidelines:

- A painted metal sign is recommended.
- If using other materials, keep materials palette to a minimum.
- Choose materials and paint finishes that are durable and will not age or fade over time.
- Tenant may use full-color logo, though minimal color use is recommended.
- Tenant may consider using their logotype in place full-logo.
- Avoid three-dimensional surfaces, a minimal profile is recommended.
- Mount sign flush on vertical surfaces, unless lighting conditions require otherwise.
- Mounting hardware should be minimal and concealed.
- No colored lights.
- No neon lights.
- No flashing lights.
- Minimal, external front-lighting is recommended.
- External lighting should not contribute to the aesthetic of the sign.
- Digital displays are not permitted.



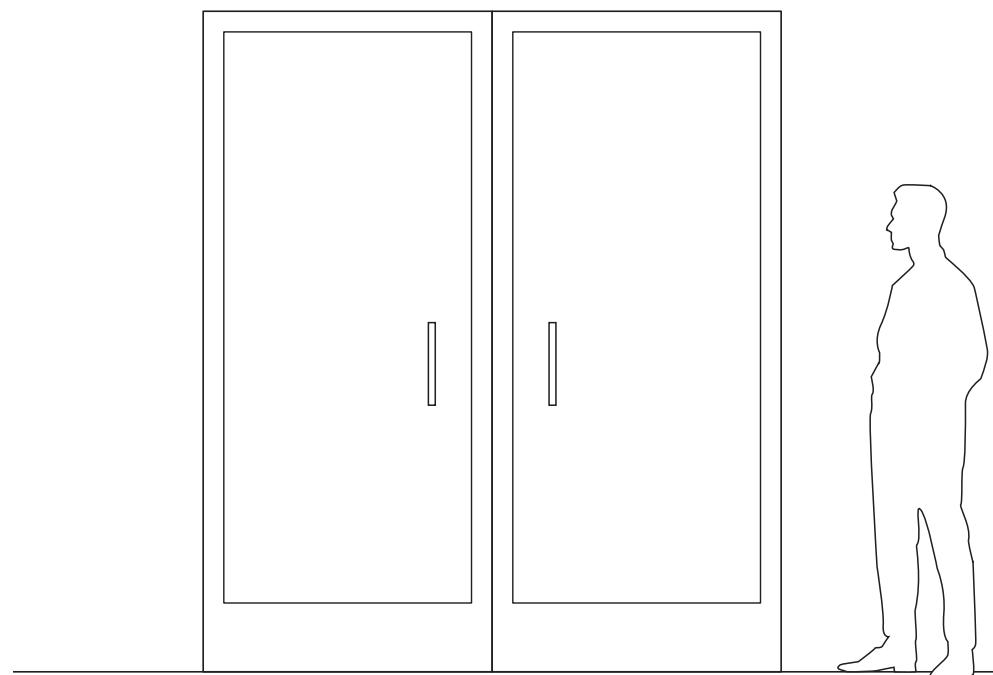
NAVY PIER TENANT DESIGN STANDARDS

Signage at East End

As the façades of the building along East End are irregular, tenants will use awning signage as a primary means of tenant identification. Tenants may print their full logo or logotype on the canopy and hanging flap of the awning. If the entry doors are difficult to locate and additional, smaller sign by the door may be necessary. Tenants may also choose to use an additional freestanding sign for identification. All signage is subject to Navy Pier Inc. approval.

Awning signage guidelines:

- Tenant may use full-color logo, though minimal color use is recommended.
- As awnings colors are limited, tenants should consider printing a one-color logo.
- Tenant's logo may appear once on each side of the awning canopy.
- Tenant logotype may appear multiple times along the awning flap.
- Size of logo should be scaled proportional to the size of the awning.
- If lighting is necessary, tenant may light the canopy from above, however must assure that lighting does not light South Dock and the fixture has no glare.
- Printing logo on umbrellas is not permitted.



NAVY PIER TENANT DESIGN STANDARDS

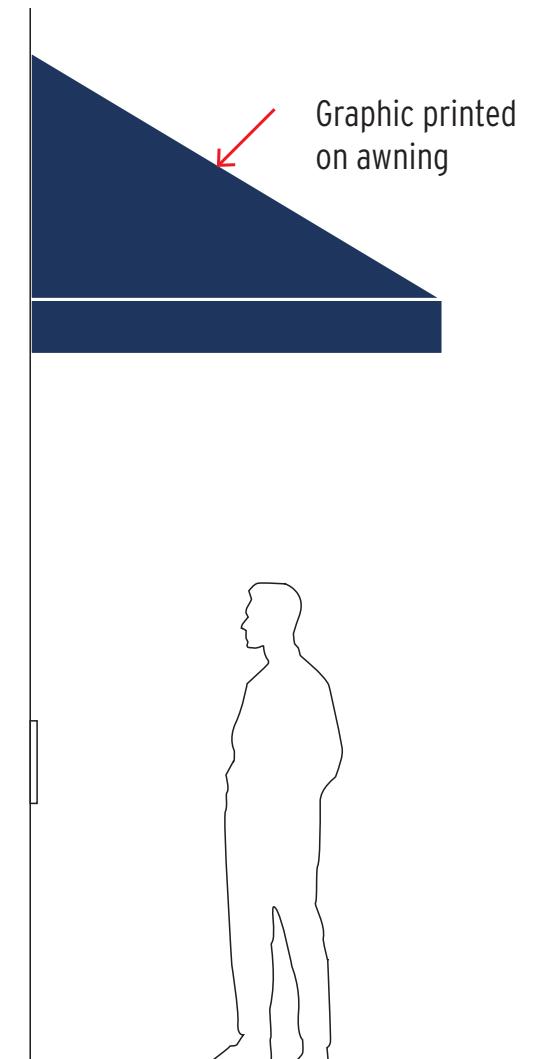
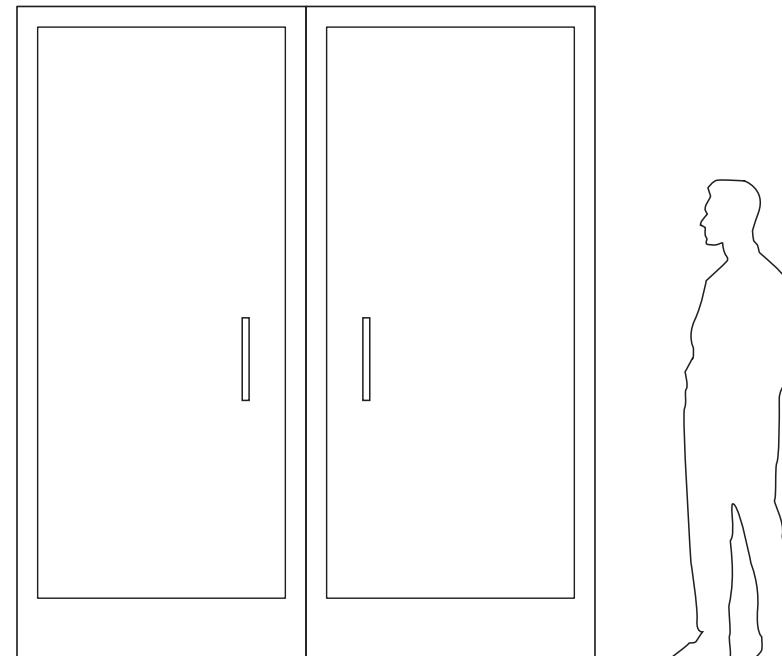
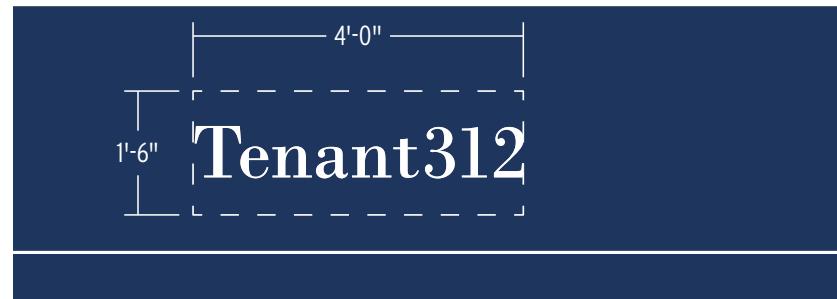
Tenant Main Identification with Awning at Entrance

In the case that a tenant has a fabric awning at their entry, the main identification can be printed on the canopy of the awning.

The awning color must comply with colors established by NPI.
Shown in navy.

Tenant's full logo may be used,
but size must be keep within
established signage zone.

A one-color version of the tenant's
logo is recommended, otherwise a
white background may be required
behind tenant logo.



Side view

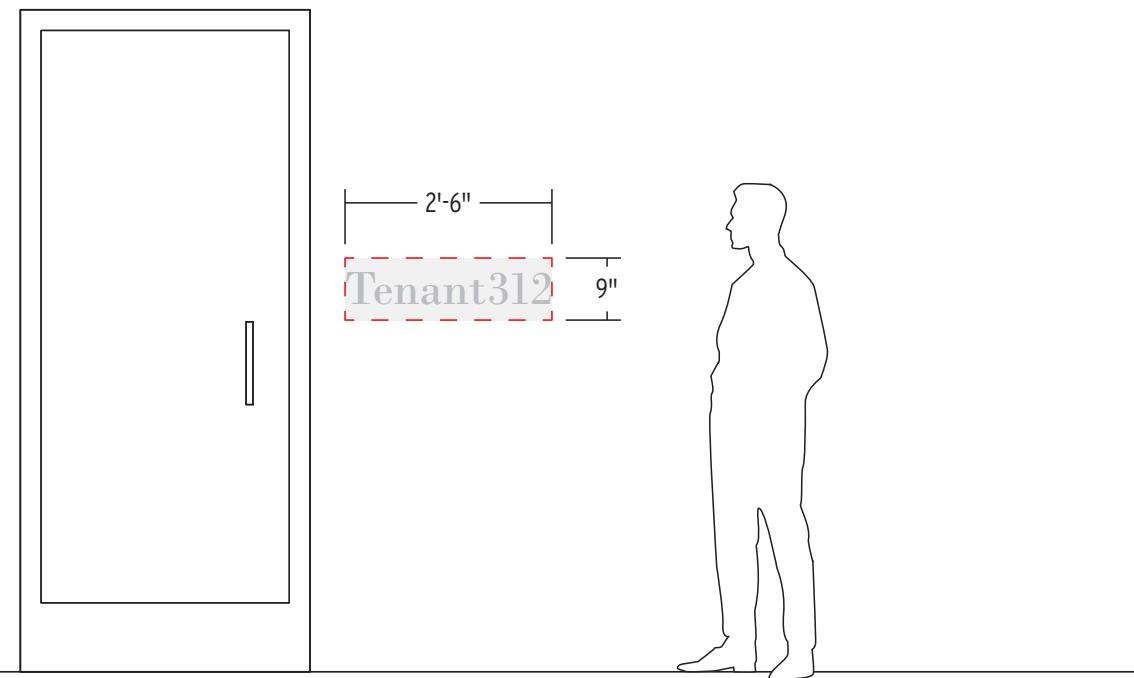
NAVY PIER TENANT DESIGN STANDARDS

Supplemental Tenant Identification

For tenants with multiple entries or further offerings that are accessible from the exterior of the building, a secondary sign may be necessary.

Tenant's full logo may be used, but size must be kept within established signage zone.

Tenant sign must be applied adjacent to the door.



NAVY PIER BEFORE / AFTER



before



after

NAVY PIER BEFORE / AFTER



before

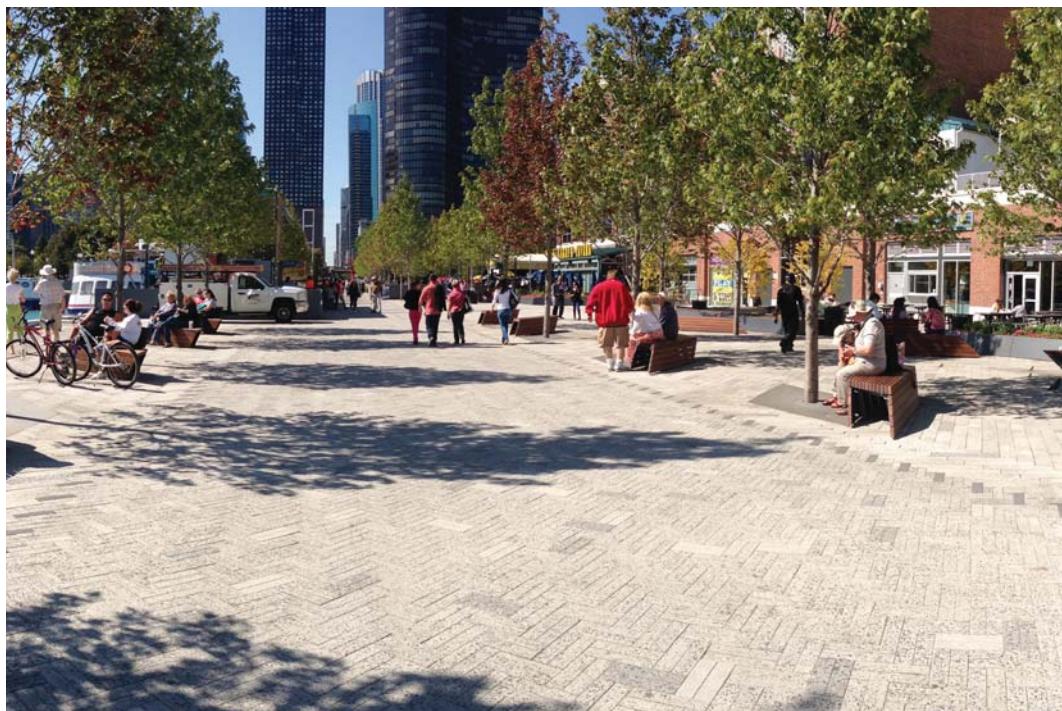


after

NAVY PIER BEFORE / AFTER



before



after

NAVY PIER BEFORE / AFTER



before

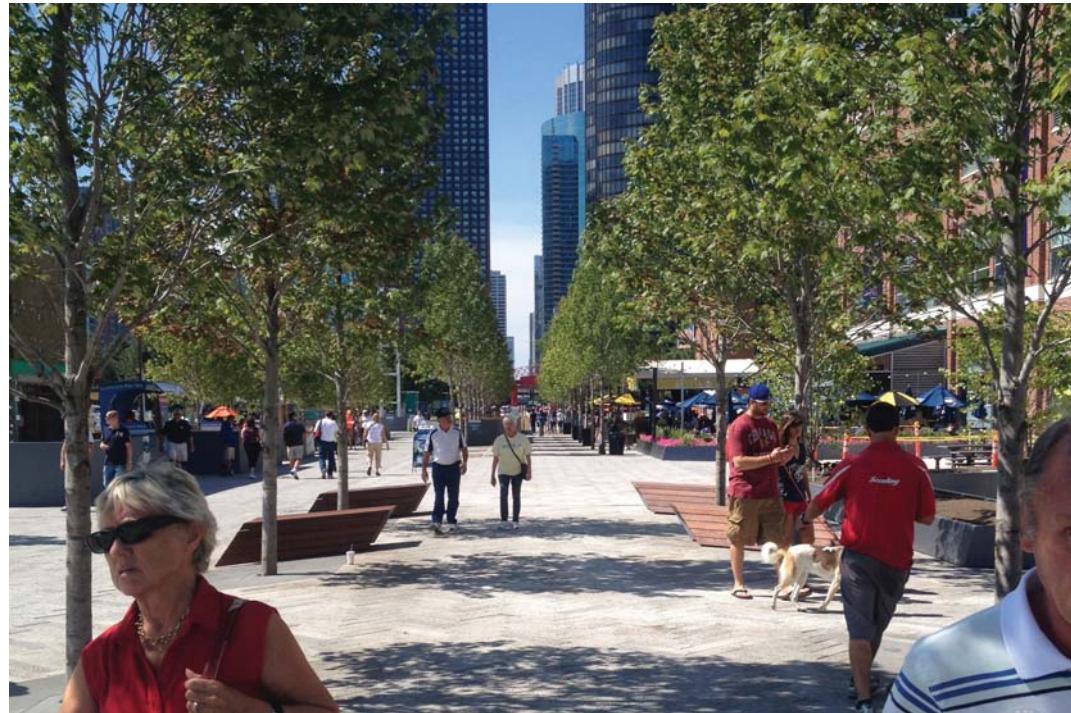


after

NAVY PIER BEFORE / AFTER



before



after

NAVY PIER BEFORE / AFTER



before



after

EXHIBIT E

1. All movable furniture, furnishings, trade fixtures and equipment, and all tenant improvements, installations, alterations, additions, betterments, fixtures and improvements, on or in the Premises, including, without any limitation, any and all signs; demising or enclosing walls; glass storefronts; swinging doors; revolving doors; carpeting and other floor coverings; interior walls, partitions and doors; paneling, wallpaper and other wall covering; hardware; locks; ceiling work and ceiling treatments, including light coves, hung curtain walls, dropped ceilings, acoustical treatments, ornamental specialties and suspension systems; service buzzer call system; elevators, dumbwaiters, stairs, ramps and conveyors; restroom and rest facilities, including plumbing fixtures, stall partitions, mirrors, dispensers and paper holders; heating, ventilating, humidifying and air conditioning equipment, including ducts, induction boxes, dampers, heating units, temperature controls and converter covers; hot water heaters; sprinkler systems; fire extinguishers; lighting and distribution panel boards; electrical feeders; disconnect switches; lighting, power and signal outlets; lighting fixtures and lamps; telephone system equipment, cables, outlets and conduits; heat and smoke detection devices; devices and components for life safety systems; security system; sound systems; intercom systems; shelves; cabinets; shades, curtains, draperies, and shade, curtain and drapery fixtures and apparatus; desks; racks; mirrors; tables, chairs, stools and banquettes; counters; small appliances; refrigerators, coffee makers, coffee pots and water pitchers; ashtrays; cleaning equipment and supplies; inventory; business forms; cash registers and computer hardware, software and supplies; and miscellaneous store equipment, supplies and personal property.
2. All drawings, designs, estimates, layouts, plans, specifications and test results prepared by any architect, engineer or contractor, including any amendments, supplements, and revisions thereof and the right to use and enjoy the same, as well as all building permits, environmental permits, approvals and licenses, other governmental or administrative permits, licenses, agreements and rights relating to construction on the Premises.
3. All licenses and all other governmental or administrative permits, approvals, agreements and rights relating to the operation of Tenant's business in the Premises.
4. All prepaid expenses incurred by Tenant in connection with the operation, maintenance, promotion or advertising of Tenant's business in the Premises.

EXHIBIT F

NAVY PIER TENANT GUIDELINES

NAVY PIER TENANT GUIDELINES

GENERAL RULES, REGULATIONS, AND INFORMATION
FOR TENANT OPERATIONS AT NAVY PIER

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WELCOME

Welcome to the Navy Pier family. We are thrilled to have you onboard! You are joining our team at a pivotal and exciting time in the Pier's evolution as Chicago's lakefront treasure enters its Second Century.

Located on Lake Michigan, Navy Pier is Chicago's mission-driven cultural district, designed to inspire, educate, and connect communities from across the city and around the globe. A nonprofit since 2011, Navy Pier is free and accessible to all. We have been entrusted with the autonomy to act in ways that serve the greater good, with support from the corporate and philanthropic community to create impact where it matters most.

Stretching more than six city blocks and welcoming more than nine million guests annually, Navy Pier offers year-round accessibility to our guests and forms a canvas for the unexpected. Originally opened in 1916 as a shipping and recreation facility, the Pier today features more than 50 acres of parkland, dining, retail, exposition facilities, and more. Navy Pier continues to celebrate its Second Century and new mission with a series of special events and free public programming alongside the Pier's ongoing pier-wide redevelopment effort.

Navy Pier Mission Statement

Navy Pier is the People's Pier, Chicago's lakefront treasure, welcoming all and offering dynamic and eclectic experiences through partnerships and programs that inspire discovery and wonder.

Navy Pier Values

Excellence | Inclusion | Integrity | Stewardship

At Navy Pier, elevating the guest experience is our number one priority and you play a vital role in helping us to realize this objective. It is important to each of us on the Pier that we continue to create an atmosphere that is warm, welcoming and representative of Navy Pier's values. To aid in this, Navy Pier has created a framework to captivate a new culture at the Pier by offering a variety of new attractions including local cuisine, robust retail options, expanded nonprofit cultural hubs and buzz-worthy entertainment all juxtaposed with the natural beauty of the lakefront and our city's skyline.

The following pages are designed to answer most of your questions surrounding Navy Pier's partnership tenets to ensure we uphold the highest standards of excellence at the Pier. Thank you again for being a key component in what will surely uplift the Navy Pier guest experience to its full potential.

We look forward to elevating our partnership with you for our guests!

Sincerely,

Marilynn Gardner, President & CEO, Navy Pier, Inc.

NAVY PIER CONTACT INFORMATION

EMERGENCY PHONE NUMBERS

NPI Security: 312-595-5296

Non-Emergency: 312-595-5060

Police: 911

Fire: 911

OTHER PHONE AND CONTACT NUMBERS

Operations: 312-595-5387

Marketing: 312-595-5035 or 312-595-5335

Maintenance: 312-595-5387

Leasing: 312-595-5387

Communications: 312-595-5136

TENANT INFORMATION SHEET

STORE INFORMATION

Name _____

Phone _____

Fax _____

CONTACT 1

Name, Title _____

Phone _____

Email _____

CONTACT 2

Name, Title _____

Phone _____

Email _____

CONTACT 3

Name, Title _____

Phone _____

Email _____

CORPORATE INFORMATION

District/Regional Manager Information

Name, Title _____

Phone _____

Email _____

OPERATIONS RULES & REGULATIONS

To the extent that these Rules and Regulations, as amended by Landlord from time to time, conflict with express provisions of the Lease, the terms of the Lease control, but where any provision of the Lease is expressly subject to the Landlord's Rules and Regulations, the provisions of the Rules and Regulations govern.

SAFETY AND SECURITY

- Landlord may prohibit all access to all or portions of the common areas at Navy Pier and the halls, corridors, elevators and stairways in the building in which the Premises are located or in the other buildings at Navy Pier during all non-operational hours. Access during non-operational hours must be pre-approved by the Landlord. Vehicles arriving after normal operating hours shall enter the north dock controlled access point to ensure the safety of restaurant and garage patrons. Tenant shall cooperate and participate in all security programs promulgated by Landlord.
- Tenants are strictly prohibited from carrying or maintaining a visible or concealed handgun or other weapon anywhere on Navy Pier.
- Tenants shall not enter into areas reserved for the exclusive use of Landlord or its agents, employees, licensees or invitees;
- Tenants shall not make noises, cause disturbances, create vibrations, odors or fumes that may emanate outside of the Premises. Tenants shall not use devices that are dangerous to the other tenants and occupants or that would interfere with the operation of Navy Pier or other tenants. Tenants shall not place or install any projections, antennae, aerials or similar devices inside or outside of the Premises;
- Tenants shall not place objects that would be unsightly, in Landlord's sole judgment, and will promptly remove any upon notice from Landlord;
- Tenants shall not install window coverings in the Premises other than those approved in advance, in writing by Landlord;
- Except as may be permitted by the Lease, tenants shall not do any construction, decorating, or improvements in the Premises without in each instance obtaining the prior written consent of Landlord;
- Tenants shall not solicit business from other tenants, and shall not exhibit, sell or offer to sell, use, rent or exchange any item or service in or from the Premises unless ordinarily embraced within the Tenant's use of the Premises as specified in its Lease;
- Tenants shall not waste electricity or water and shall cooperate reasonably with Landlord to assure the most effective operation of its heating and air conditioning system;
- Tenants shall keep service doors closed at all times and entrance doors open during operating hours;
- Tenants shall not overload any floor or part of the floor in the Premises in excess of its live load capacity, or any public corridors, elevators or other areas while bringing in or removing any articles;

SAFETY AND SECURITY CONTINUED

- Tenant assumes full responsibility for protecting its space from theft, robbery and pilferage, which includes keeping doors locked and other means of entry to the Premises closed and secured.
- Tenant shall not permit anyone to cook in the Premises, except if Tenant is a food establishment;
- Except as may be expressly permitted by the Lease, tenant shall not at any time sell, purchase or give away, or permit the sale, purchase or gift of, food in any form at the Premises or elsewhere on Navy Pier;
- Tenant shall not bring or permit any dog, except for 'service dogs' into any area of Navy Pier;
- Tenant shall not use the Premises for lodging or for any immoral or illegal purposes;
- Except as expressly permitted by Landlord in writing, tenant shall not use the Premises to engage in the manufacture or sale of or permit the use of any spirituous, fermented, intoxicating or alcoholic beverages on the Premises; or use the Premises to engage in the manufacture or sale of, or permit the use of, any illegal drugs on the Premises.
- Tenant shall immediately report all peddlers, solicitors, and beggars to the Security Office by calling 312-595-5296.
- Tenant shall not bring onto Navy Pier any flammables or any other article of an intrinsically dangerous nature. (If by reason of the failure of Tenant to comply with the provisions of this paragraph, an insurance premium payable by Landlord is at any time increased above normal insurance premiums for insurance not covering these items; such increased costs shall be paid by Tenant upon demand.)
- If Tenant desires any utility or service connection installed or changed, Tenant shall do so at its own expense, with the prior written approval of Landlord and under the supervision of Landlord. Tenant shall ascertain from Landlord the maximum amount of load for electrical current that can safely be permitted in the Premises.
- Bicycles, skateboards, roller blades and/or Segways are not permitted in any building at Navy Pier, except as authorized by Navy Pier Security.

KEYS FOR THE LOCATIONS

- Tenants shall tender a master set of keys to the Landlord, who will maintain those in a computerized key safe within the security control room.
- When the Lease is terminated, Tenant shall deliver all keys and other entry devices to Landlord and shall provide to Landlord the means of opening any safes, cabinets or vaults left in the Premises.

DELIVERY

- Furniture, freight and other large or heavy articles must be brought into the Premises only at times and in the manner (including use of the loading area) designated by Landlord, and always at Tenant's sole responsibility. Landlord may direct and control the location of safes and all other heavy articles and, if considered necessary by Landlord, require supplementary supports, at Tenant's expense, of such material and dimensions as Landlord considers necessary to properly distribute the weight. Any damage done to any surface or structure by moving or maintaining the furniture, freight, safes or any other articles must be repaired at the expense of Tenant. All furniture, equipment, cartons and similar articles desired to be removed from the Premises must be listed in writing by Tenant with Landlord and a removal permit for them must first be obtained from Landlord.
- **IN ALL LOADING AREAS:**
 - A 5 mph speed limit must be observed in the loading area;
 - Sounding of horns is not permitted; and
 - Engine idling is not permitted (engines must be shut off while loading and unloading)

NAME TAGS, ID'S OR USE OF BADGES FOR TENANTS

- The ability to identify our Tenant's and their employees is an important component of our security system. All employees must possess a business photo ID card and must present that ID when required by the Landlord. Any Navy Pier issued ID cards remain the property of Navy Pier, and must return the card when terminated, or when directed to do so by Navy Pier.

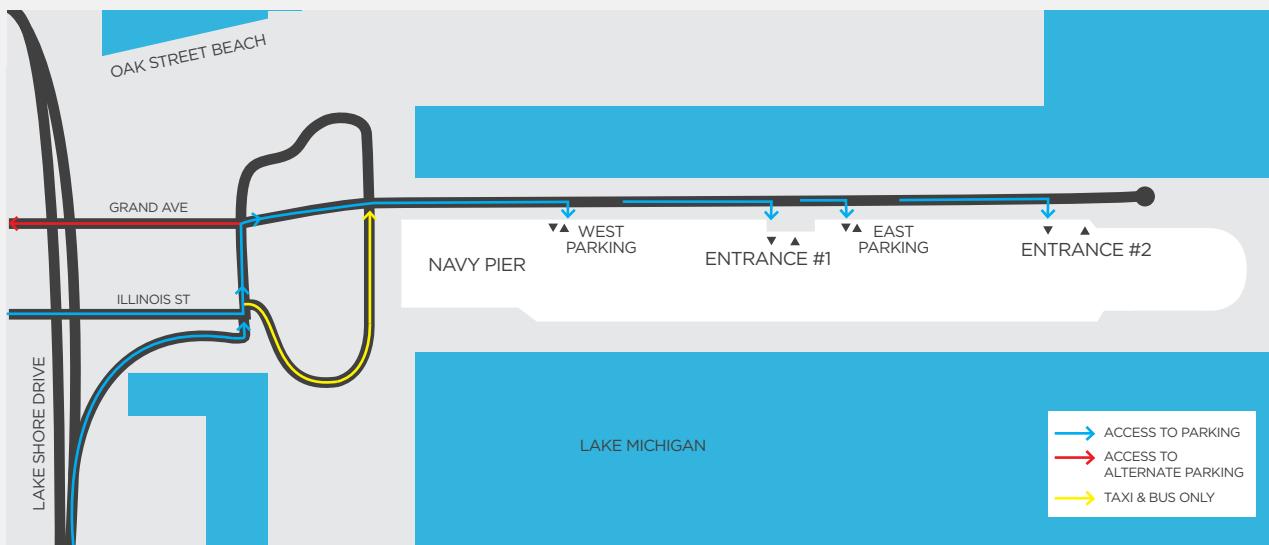
PREVENTATIVE MAINTENANCE PROGRAM

- Landlord will comply with all applicable Codes & Ordinances in maintaining all common areas and Landlord responsible areas.
- Tenant shall maintain the premise in a clean and safe manner. Tenant shall replace promptly any damaged areas of the Premised with materials of like color, kind and quality, as approved by Landlord.

CLEANING & TRASH REMOVAL

- All cleaning of glass in the doors, windows and any skylights of the Premises and of exterior surfaces of the Premises must be done outside of Tenant's operating hours.
- Tenant shall remove all refuse in a manner at all times approved in advance, in writing, by Landlord but shall not remove any refuse during operating hours, unless agreed to in writing by Landlord.
- Tenant shall not obstruct sidewalks, entrances, passages, courts, corridors, vestibules, halls, elevators and stairways. Each of these parties shall lend its full cooperation to keep those areas free from all obstructions, and kept in a clean and orderly condition.
- Cooking oil and grease must be disposed of only in the authorized disposal site, as designated by the Landlord.

TENANT & EMPLOYEE PARKING



LOCATIONS FOR EMPLOYEES TO PARK

- Tenant employees may use both the West & East parking garages, or may find off-sight parking provided by independent operators.

RATES FOR TENANTS

- Tenant Rates may be offered by the Landlord from time-to-time. Currently, Tenant Rates are \$8.00 per day, but are subject to change. These rates DO NOT apply during 'No Employee Parking Days', as determined by the Landlord. These are days the garages are expected to fill due to high demand. Employees are encouraged to seek off-site parking on 'No Employee Parking Days'.

MERCHANDISING

MERCHANDISING EXPECTATIONS

- All fixtures and accessories that are not part of the original design must be approved before they are placed on the selling floor or attached to the Premises in any way;
- Merchandise must not occupy more than 50% of any display cabinet top;
- All signs must be in approved sign holders and must not be taped or glued to furniture or glass;
- Retail area must be cleaned every day, including the floor area;
- All cups, paper and other supplies must not be visible to the public;
- Employees shall not eat, drink, smoke or sleep while in public view and must be attired appropriately. Any employee who does not dress appropriately is subject to a Ten Dollar (\$10) fine per incident;
- A policy on exchanges, checks refunds and adjustments must be posted;
- Tenant shall have appropriately sized bags for customer purchase;
- All boxes and packing materials must not be left in public view during operating hours;
- Empty boxes or trash may only be visible at scheduled pick up times;
- An employee capable of assisting customers and making a complete sales transaction must be present in the Premises at all times during Operating Hours;
- At Landlord's discretion, Tenant must employ, at Tenant's expense, the services of a professional visual merchandiser acceptable to Navy Pier, and Tenant must work within the guidelines established by the visual merchandiser; (do you want tenants doing this?)
- Tenant must decorate the Leased Space for holidays in a manner acceptable to the Landlord.
- Noise from the Premises must be at a level that cannot be heard outside of the Premises;
- Odors must not be emitted outside of the Premises to the public area;
- With the exception of table service at restaurants and outdoor seating areas or sit down service at bars, direct or indirect tip solicitation is prohibited; and
- It is the intention of Landlord to ensure that NAVY PIER® patrons find their initial visit enjoyable, and the Landlord has determined that repeat visits by NAVY PIER patrons benefit the Landlord, the NAVY PIER licensees and the NAVY PIER tenants. Thus, price gouging is expressly prohibited and licensees and tenants shall be guided, when setting their prices by the market value of such goods and services in the central district of Chicago.

BANNED ITEMS

- No handwritten or computer generated paper signs may be used. All signage must be professionally done and pre-approved by Navy Pier.
- Tenant will not advertise, promote, market, or sell any products that are competitive with the Products offered by the Sponsors of the Landlord.

SPECIALLY LEASING TENANTS

- This is a non-exclusive Lease / License.
- The granting of this Lease / License shall not act as an endorsement or promotion of product or merchandise.
- Lessee / Licensee shall use the Leased / Licensed premises only as stated in agreement or as otherwise approved in writing by the Lessor.

SECURING MERCHANDISE

- Lessee / Licensee are solely responsible for securing its merchandise, equipment and personal property.
- Loss, damage or theft is not the responsibility of Lessor / Lessor. Lessee / Licensee agrees to release the Landlord from all monetary responsibility for merchandise that is lost, stolen, broken or destroyed.

VISUAL MERCHANDISING & PRESENTATION

SIGNAGE

- The single most important element of the entire store. Navy Pier will have specific design criteria as to how you may use signage to brand your location. The type of signage should represent your brand as well as compliment the overall design intent of Navy Pier. Prohibited materials include paper, cardboard, cloth, stick-on, or plastic. Signs make not make noise, produce odors, or be animated. All signs need approval of Navy Pier before installation.

MENU & PRICING

- Menu boards need to be designed by a professional graphic designer. All boards must be approved by Navy Pier. The pricing at Navy Pier needs to follow the pricing structure similar to other locations in the city. Pricing should be no higher than 10% of your existing brand. If a new brand is being created for the Pier than pricing should align with other like concepts.

POS

- Your POS system must be able to accept both cash and credit cards. A minimum of two types of credit cards is required.

RECEIPTS

- Every guest of Navy Pier should be offered a receipt with every transaction

RETURN POLICY

- Every tenant of Navy Pier must have a return policy that is posted to the guest. The policy itself must be reasonable, and the display of the policy must be approved by Navy Pier.

RETURN POLICY

- All establishments must have a Point of Sale (POS) system to provide Navy Pier with accurate reporting. Navy Pier currently requires you to report your gross and net sales on a monthly basis.

PAYMENTS

- All payments to Navy Pier should be addressed to:
Navy Pier, Inc.
25976 Network Place
Chicago, IL 60673-1259

BEING GREEN

Below we have outlined Navy Pier energy control guidelines as they relate to new construction, remodeling, and/or improvements to the facilities. Navy Pier requests that operations of the facilities attempt to maximize and save energy to the extent possible.

Navy Pier asks that all current tenants and future tenants make a diligent effort to reasonably identify ways in which spaces and systems can work together more efficiently.

NAVY PIER HAS IDENTIFIED THE FOLLOWING OPPORTUNITIES:

- Energy efficiency as it relates to potable water, light fixtures, and controls.
- Lighting controls, metering, and training of maintenance staff.
- Make every effort to turn off equipment when not in use. Limit the use of energy during peak and non peak times including water, gas, and electricity.
- Use the storage and collection areas for disposables to sort and recycle.
- Source more earth friendly containers for disposables. Please note that the use of Styrofoam will no longer be allowed at Navy Pier.
- Tenants are encouraged to include their own objectives toward energy efficiency and the reduction of waste.

TENANT PROGRAMS

NAVY PIER EVENTS

- Tenant “Events Report” (Calendar of scheduled events) is e-mailed to tenants on a monthly basis.

NAVY PIER MARKETING PROGRAMS

- Campaigns are created around general branding, multiple special events throughout the year (especially Snow Days, Seasonal Parking Rate promo, a spring break event, Summer and fireworks, Halloween and Winter WonderFest), and other special events either around SMG-client public events or events and promotions created through coordination with NP tenants.
- Ads include TV, Radio, OOH, Digital and/or Print
- Ads feature events promotions and/or tenants as timing and nature of product/event warrant.
- Monthly core tenant marketing coordination meetings
- 1,000,000+ Visitor Guides per year
- Multiple special event rack cards/collateral
- Website including special event microsites. Home page feature events promotions and/or tenants as timing and nature of product/event warrant
- Annual Navy Pier tenant Coupon Book. Tenant offers included. Books distributed on site via redemption of VIP card sent to hotels, group leaders and via website download

NAVY PIER QUARTERLY & MONTHLY MEETINGS

Tenant meetings are scheduled quarterly. Schedule is subject to change.

- January
- April
- June
- September

NAVY PIER COMMUNICATIONS

- Tenant newsletter “The Anchor” produced monthly
- Provides as needed public relations tenant assistance
- Produces annual Navy Pier Summer Media Guide
- Supports Property Management in Pier-wide communications

SOCIAL MARKETING

- Tenant inclusion in NP produced social media posts as uniqueness of offering/event/promotion, timing, and space availability allows
- Opportunity to be featured or participate in social media “like us” and/or “follow us” and win contests
- Opportunity to be featured in blog(s)
- Weekly social media share/cross-post days
- Opportunity to create check-in offers, etc
- Currently over 260,000 Facebook fans and nearly 15,000 Twitter followers
- Overall, NP currently averages more than one blog per week, four-to-five five Facebook posts per day, and six-to-eight Tweets per week.

REPRESENTATION OF NAVY PIER

A Chicago Landmark since 1916, Navy Pier has evolved from a freight passenger ship docking facility to the #1 tourist attraction in the Midwest, drawing nearly 9 million visitors annually. Navy Pier encompasses more than fifty acres of parks, gardens, shops, restaurants, family attractions and exhibit facilities, making it a tourist and visitor entertainment hub. We know that you will find working at this iconic location to be exciting, exhilarating and rewarding. Each tenant is a true representative of Navy Pier and the following pages reflect the rules, regulations and guidelines required by Navy Pier for all tenants and staff.to insure each guest experience is of the highest standards befitting of our world class destination

NAVY PIER 2014 OPERATING HOURS

JANUARY 1, 2014 - MARCH 31, 2014

Monday - Thursday	10:00 am - 8:00 pm
Friday & Saturday	10:00 am - 10:00 pm
Sunday	10:00 am - 7:00 pm

APRIL 1, 2014 - MEMORIAL DAY WEEKEND

Sunday - Thursday	10:00 am - 8:00 pm
Friday & Saturday	10:00 am - 10:00 pm

MEMORIAL DAY WEEKEND

Friday, May 23, 2014	10:00 am - Midnight
Saturday, May 24, 2014	10:00 am - Midnight
Sunday, May 25, 2014	10:00 am - Midnight
Monday, May 26, 2014	10:00 am - 10:00 pm
Tuesday, May 27, 2014	10:00 am - 10:00 pm
Wednesday, May 28, 2014	10:00 am - 10:00 pm
Thursday, May 29, 2014	10:00 am - 10:00 pm
Friday, May 30, 2014	10:00 am - Midnight

JUNE 1, 2014 - SEPTEMBER 2, 2014

Sunday - Thursday	10:00 am - 10:00 pm
Friday & Saturday	10:00 am - Midnight

4TH OF JULY

Wednesday, July 2, 2014	10:00 am - 10:00pm (Fireworks)
Thursday, July 3, 2014	10:00 am - 10:00pm
Friday, July 4, 2014	10:00 am - Midnight (Fireworks)

LABOR DAY WEEKEND

Sunday, August 31, 2014	10:00 am - Midnight
Monday, Sept 1, 2014	10:00 am - 10:00 pm

SEPTEMBER 3, 2014 - OCTOBER 31, 2014

Sunday - Thursday	10:00 am - 8:00 pm
Friday & Saturday	10:00 am - 10:00 pm

NOVEMBER 1, 2014 - DECEMBER 31, 2014

*See exceptions below

Monday - Thursday	10:00 am - 8:00 pm
Friday & Saturday	10:00 am - 10:00 pm
Sunday	10:00 am - 7:00 pm

Thanksgiving, Nov 27, 2014 - Closed
Christmas Eve, Dec 24, 2014 - 10:00 am - 5:00 pm
Christmas Day, Dec 25, 2014 - Closed
New Year's Eve, Dec 31, 2014 - 10:00 am - Midnight
New Year's Day, Jan 1, 2015 - 10:00 am - 8:00 pm





EXHIBIT G

FORM OF AFFIDAVIT OF OWNERSHIP INTEREST

DISCLOSURE OF OWNERSHIP INTERESTS AFFIDAVIT

Licensee must provide the following information to Navy Pier, Inc.. Notwithstanding the information contained in this Affidavit, the General Counsel reserves the right to require any additional information which is reasonably intended to achieve full disclosure of ownership interests from the Licensee:

1. **Full Name of Business Entity:**

CHEF AND SMITH NAVY PIER, LLC

2. **Complete Address of Business Entity:**

700 E GRAND AVE
CHICAGO IL 60611

3. **Type of Business Entity: (Check One):**

- Corporation; Limited Liability Corporation General Partnership; Limited Partnership; Not-for-Profit Corporation;
 Joint Venture*; Sole Proprietor; Other

*Each Joint Venture must submit a completed Disclosure of Ownership Interests.

4. **If a Business Corporation:**

a. State of Incorporation: _____

b. Authorized to do business in the State of Illinois? Yes No

c. Please List Names and Titles of all officers of the Corporation (or attach separate document):

NAME OF OFFICER	TITLE

c. Please list name of current Directors of the Corporation:

NAMES OF DIRECTORS	ADDRESSES

d. If the Corporation has fewer than 100 shareholders, indicate here or attach a list of names and addresses of all shareholders and the percentage interest of each.

Name	Address	Ownership Interest
		%
		%
		%
		%

e. Is the Corporation owned partially/completely by one or more Corporations? YES [] []
NO

If "yes," please submit a Disclosure of Ownership Interests Affidavit for each of those corporations whose percentage of ownership interest is 7 1/2% or greater.

f. Is the Corporation owned partially/completely by one or more partnerships? YES [] [] NO

If "yes," please submit a Disclosure of Ownership Interests Affidavit for each of those corporations whose percentage of ownership interest is 7 1/2% or greater.

g. If the Corporation has 100 or more shareholders, indicate here or attach a list of names and addresses of all shareholders owning shares equal to or in excess of 7 1/2% of the proportionate ownership of the Corporation and indicate the percentage interest of each.

Name	Address	Ownership Interest
		%
		%
		%
		%
		%
		%

Note: Generally, with corporations having 100 or more shareholders where no shareholder owns 7 1/2% of the shares, the requirements of this Item 4 would be satisfied by the Licensee enclosing a copy of the corporation's latest published annual report and/or Form 10-K if the information is contained therein.

5. Limited Liability Corporations:

Assumed Limited Liability Name (if different than Name of Business Entity Listed Above)

N/A

Authorized to do business in the State of Illinois? YES [] NO

If the Limited Liability Company is managed by a Manager or Managers, Please state the name and address of such Manager(s):

Please List or Attach Separate Page Stating Names and Addresses of all Members:

NAMES OF MEMBERS	ADDRESSES
MANOUS D. APOGIANIS	700 E. GRAND AVE #121 OAK IL 60611
CHARLES ARTHUR SMITH	4606 S Kenwood Chicago IL 60615
MARGIE GEDDIES	205 HARVEY ST, JASPER FL

6. Partnerships/Joint Ventures

- a. If the Contracting Person is a Partnership or Joint Venture, state whether it is a General Partnership, a Limited Partnership or a Joint Venture and indicate the name of each General Partner or joint venture and the percentage of interest of each in the partnership or joint venture and the Addresses of the parties listed

[] GENERAL PARTNERSHIP [] LIMITED PARTNERSHIP [] JOINT VENTURE

Assumed Name (if different than Name of Business Entity Listed Above)

NAME OF GENERAL PARTNERS/JOINT VENTURERS	PERCENTAGE INTEREST	ADDRESSES

- b. If any of the General Partners or joint venturers is a corporation or another partnership holding an interest of 7 1/2% or greater in the Business Entity, then you must submit a Disclosure of Ownership Interests Affidavit for each such corporation or partnership.

7. Sole Proprietorships

a. Is the Contracting Party acting in any representative capacity on behalf of any beneficiary?
YES [] [] NO

If "yes," complete items b, and c of this item 6.

b. If the Sole Proprietorship is held by an agent(s) or a nominee(s), indicate the principal(s) for whom the agent or nominee hold such interest:

Name(s) of Principal(s) (Print or Type)

c. If the interest of the Sole Proprietor is constructively controlled by another person or legal entity, state the name and address of such person or entity possessing such control and the relationship under which such control is being or may be exercised:

8. Land Trusts, Business Trusts, Estates & Other Entities

If the Contracting Party is a land trust, business trust, estate or the similar commercial or legal entity, identify any representative, person or entity holding legal title as well as each beneficiary in whose behalf title is held, including the name, address and percentage of interest of each beneficiary. (Attach a list if necessary.)

9. **Not-For-Profit Corporations**

- a. State of Incorporation: _____
- b. Authorized to do business in the State of Illinois: YES [] [] NO
- c. Names of all **Officers** and **Directors** of Corporation (List Names and Titles or Attach List):

NAME OF OFFICERS	TITLE

NAMES OF DIRECTORS	ADDRESSES

OTHER TYPES OF BUSINESS ENTITIES:

Please state type of other business entity and provide necessary information concerning name, address, ownership interest and principals of any such entity. (Attach additional sheets if necessary)

STATE OF: IL)

) ss.:

COUNTY OF: COOK)

The undersigned, having been duly sworn, states that (he) or (she) is authorized to make this Affidavit on behalf of the person or business entity whose ownership interests are disclosed, that the information disclosed in this Affidavit and any accompanying attachments, is true and correct to the best of (his) or (her) knowledge, and that the Affiant has withheld no disclosure as to economic interest in the undertaking for which this Affidavit is made, nor reserved any information, date or plan as to the intended use or purpose for which it seeks action by Navy Pier, Inc.

IN WITNESS WHEREOF, the undersigned has executed this Affidavit on behalf of the Proposer set forth above as of this 15 day of MN, 2020

By: M.D. Alpogianis
(Signature)

M.D. ALPOGIANIS

(Please Print Name and Title)

Subscribed and Sworn to Before Me This

day of MN, 2020

By: Evangeline M. Alpogianis
(Notary Public Signature)

My Commission Expires: 4/14/2021

(SEAL)

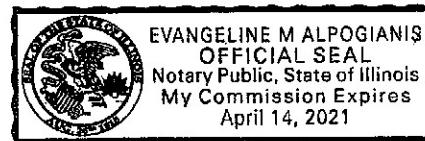


EXHIBIT H

FORM OF ESTOPPEL CERTIFICATE

Date:

Re: Lease Agreement dated _____, 200____ between Navy Pier, Inc, as Landlord, and
_____, as Tenant

Gentlemen:

It is our understanding that you have committed to a mortgage loan secured by some part or all of the premises known as Navy Pier, which is the area containing the Tenant's Premises, and as a condition precedent thereof have required this certification by the undersigned. The undersigned, as Tenant under that certain Lease Agreement dated _____ 20____, made with Landlord as lessor (the "Lease"), hereby ratifies the Lease (and all amendments, extensions and modifications thereto) and certifies to you that:

1. The undersigned has entered into occupancy of the Premises described in the Lease.
2. Annual Basic Rental in the amount of \$_____ commenced _____.
3. The Lease is in full force and effect and has not been assigned, modified, supplemented or amended in any way, and neither party thereto is in default thereunder.
4. The Lease represents the entire agreement between the parties as to this Lease.
5. The Term of the Lease will expire on _____ and the undersigned has no options to renew or extend the Term.
6. All conditions under the Lease required to be performed by the Landlord as of the date hereof have been satisfied except as follows: _____.
7. All work in or about the Premises or Navy Pier to be performed by Landlord under the terms of the Lease as of the date hereof has been completed in accordance with the terms thereof and all required contributions by Landlord to Tenant required to be paid as of the date thereof on account of Tenant's improvements have been received except as follows: _____.
8. On this date there are no existing defenses or offsets which the undersigned has against the enforcement of the Lease by Landlord except as follows: _____.

9. No rental has been paid or will during the Term of the Lease be paid more than one month in advance and \$ _____ has been deposited as security with Landlord.

10. Annual Basic Rental for _____ has been paid.

11. In addition to Annual Basic Rental, Tenant will be obligated to pay the amounts indicated in Article I of the Lease.

12. The undersigned acknowledged that the rents due under the Lease have been assigned to you to secure an indebtedness owed to you by Landlord, and that by reason thereof, no amendment to or change in the terms of the Lease or cancellation of the Lease and no payment of rent in advance of the then current installment thereof shall be effective as to you without your prior consent thereto, and that the undersigned agrees to make all rent payments due under the Lease to you, or as you direct, at such time as you notify the undersigned that you are entitled to receive such rents, in accordance with the provisions of that assignment.

13. The undersigned will deliver to you a copy of all notices we serve on or receive from the Landlord.

14. The undersigned acknowledges that _____ assumes no liability, and shall have none, for the undersigned's security deposits, if any, or for sums escrowed with the Landlord for taxes or insurance or both in the event you acquire the Premises through foreclosure or through a transfer of title in lieu of foreclosure unless such amounts are actually received by _____.

15. You are hereby given the right (but do not have the obligation) to cure Landlord's defaults within thirty (30) days after receipt of written notice by the undersigned of Landlord's failure so to do; provided, however, that such thirty (30) day period shall be extended so long as within such thirty (30) day period you have commenced to cure and are proceeding with due diligence to cure such defaults.

Unless the context otherwise requires, all capitalized terms used herein have the same meanings as are ascribed to them in the Lease.

Very truly yours,

By: _____
Name: _____
Title: _____

Exhibit I
RESERVED

EXHIBIT J

Tenant's Initial Menu

EXHIBIT K

INSURANCE REQUIREMENTS

1. **Tenant's Insurance.** Except where otherwise specified herein, from and after the Premise Delivery Date, or such earlier date as Tenant is permitted to occupy or enter the Premises for construction of its improvements, and thereafter at all times during the Term, Tenant will carry and maintain, at its sole cost and expense:

(a) commercial general liability insurance or equivalent with limits, for each occurrence, of not less than Two Million Dollars (\$2,000,000.00) per occurrence for bodily injury, personal injury, death, and property damage, coverages to include all premises and operations, products/completed operations, separation of insureds, defense and contractual liability adding both Landlord and the Prime Landlord (defined hereafter) as an additional insured, containing a waiver of subrogation in favor of Landlord and Prime Landlord, and having a severability of interest and endorsement;

(b) "all-risk" property casualty insurance, including theft coverage, written at replacement cost value and with replacement cost endorsement, covering all of Tenant's personal property in the Premises (including inventory, trade fixtures, floor coverings, furniture, and other property which may be removable by Tenant under the provisions of this Lease), and covering all leasehold improvements, including all Tenant Improvements, installed in the Premises by or on behalf of Tenant pursuant to this Lease;

(c) comprehensive boiler and machinery equipment coverage, if applicable;

(d) products liability insurance with limits of not less than One Million and No/100 Dollars (\$1,000,000.00);

(e) if Tenant sells or dispenses alcoholic beverages, liquor liability insurance in the amount as required elsewhere in this Lease is to be maintained by Tenant when Tenant opens for business;

(f) workers' compensation insurance as prescribed by applicable law covering Tenant's employees and employer's liability coverage with limits of not less than Five Hundred Thousand and No/100 Dollars (\$500,000.00) each accident, illness, or disease is to be maintained by Tenant when Tenant opens for business;

(g) glass insurance on all plate and other glass (and Landlord may replace at the reasonable expense of Tenant any and all plate and other glass damaged or broken from any cause whatsoever in and about the Premises if Tenant does not do so in accordance with Sections 9.2 and/or 9.3 above);

(h) during construction (including improvements, betterments, or repairs), Tenant shall provide or cause its contractor to provide "all-risk" builder's risk insurance at replacement cost for materials, supplies, equipment, machinery, and fixtures that are, or will be, part of the Premises; and

(i) such additional or different types of insurance, including a change in the character and/or amount of insurance required hereunder, at any time, and from time-to-time, during the Term as Landlord

shall deem necessary, upon notice to Tenant. Within five (5) days after demand therefor by Landlord, Tenant shall furnish Landlord with evidence that such demand has been complied with.).

2. **Tenant's Contractors' Insurance.** Tenant shall require any contractor of Tenant performing work on the Premises to carry and maintain, at no expense to Landlord:

(j) commercial general liability insurance, including contractor's liability coverage, contractual liability coverage, completed operations coverage, broad form property damage endorsement, to afford protection, with limits for each occurrence, of not less than Three Million and No/100 Dollars, (\$3,000,000.00) with respect to personal injury or death, and One Million and No/100 Dollars (\$1,000,000.00) with respect to property damage;

(k) comprehensive automobile liability insurance with limits for each occurrence of not less than One Million and No/100 Dollars (\$1,000,000.00) with respect to personal injury or death and Five Hundred Thousand and No/100 Dollars (\$1,000,000.00) with respect to property damage; and

(l) workers' compensation insurance as prescribed by applicable law covering all employees who are to perform work and employer's liability coverage with limits of not less than Five Hundred Thousand and No Dollars (\$500,000.00) each accident, illness or disease.

3. **Policy Requirements.** The company or companies writing any insurance which Tenant is required to carry and maintain or cause to be carried or maintained pursuant to this Exhibit K, and elsewhere in this Lease shall be rated A-(VIII) or better by A.M. Best Company and licensed to do business in the State of Illinois. General Liability insurance policies shall name Landlord, Prime Landlord as additional insureds, and property insurance shall also insure Landlord and Prime Landlord as additional insureds. Liability insurance policies shall be primary and non-contributory and shall also contain, if obtainable, a provision by which the insurer agrees that the policy shall not be cancelled, or not renewed without at least thirty (30) days' advance written notice to Landlord return receipt requested. Tenant shall, prior to the date it is required to carry insurance, and thereafter not less than ten (10) days before the expiration of any policy of insurance required by this Lease, furnish to Landlord certificates of insurance evidencing such coverage required by this Lease, and at Landlord's request, copies of Tenant's insurance policies required hereby. The receipt of any certificate does not constitute agreement by Landlord that the insurance requirements in this Lease have been met, or that the insurance policies indicated on the certificate are in compliance with this Lease. The failure of Landlord to obtain certificates or other insurance evidence from Tenant is not a waiver by Landlord of any requirement that Tenant obtain such insurance. Tenant shall advise and cause its contractors to advise all insurers of this Lease requirements regarding insurance. Non-conforming insurance does not relieve Tenant of the obligation to provide insurance as required under this Lease. If Tenant shall fail to perform any of its obligations under this Exhibit K and/or elsewhere in this Lease, Landlord may perform them and their reasonable cost shall be deemed Additional Rental and shall be payable immediately upon Landlord's demand. Upon Landlord's prior written approval, Tenant may satisfy the insurance obligations under this Exhibit K and/or elsewhere in this Lease by use of blanket or umbrella policies, provided that such policies specifically name Tenant's business at the Premises and Tenant provides Landlord with an original certificate of such insurance in form and content acceptable to Landlord. Coverages and limits furnished by Tenant or its contractors do not, and shall not, limit Tenant's or its contractors' liabilities and responsibilities under this Lease or by

law. Insurance required to be carried by Tenant is not limited by any limitations expressed in any indemnity in this Lease or as a matter of law.

4. **Increase in Insurance Premiums.** Tenant will not do, or suffer to be done, or keep or suffer to be kept, anything in, upon, or about the Premises which will violate Landlord's policies of hazard or liability insurance or which will prevent Landlord from procuring such policies in companies acceptable to Landlord. If anything done, omitted to be done, or suffered by Tenant to be kept in, upon, or about the Premises shall cause the rate of fire or other insurance on the Premises or on other property of Landlord or of others within Navy Pier to be increased beyond the minimum rate from time-to-time applicable to the Premises, or to any such property for the use or uses made thereof, then Tenant will immediately cease any such use or action, and pay to Landlord, as Additional Rental, the amount of any such increase upon Landlord's demand.

[END OF EXHIBIT K]

EXHIBIT L
RESERVED

[END OF EXHIBIT L]

Exhibit M

Rent Table

Art Smith Restaurant

5142 SF

**Base Rent \$100 PSF for partial calendar year and first lease year, with 2% annual escalation
 CAM \$20 PSF for initial partial calendar year and first full year, with 3% annual escalation
 Marketing Contribution \$5 PSF initial partial calendar year and first full year with 3% annual escalation**

Base Rent:

(i) Initial Term

	<u>Monthly Amount</u>	<u>Annual Amount</u>
Rent Commencement Date through December 31, 2022	\$42,850.00	\$514,200.00
January 1, 2023 through December 31, 2023	\$43,707.00	\$524,484.00
January 1, 2024 through December 31, 2024	\$44,581.14	\$534,973.68
January 1, 2025 through December 31, 2025	\$45,472.76	\$545,673.15
January 1, 2026 through December 31, 2026	\$46,382.22	\$556,586.62
January 1, 2027 through December 31, 2027	\$47,309.86	\$567,718.35
January 1, 2028 through December 31, 2028	\$48,256.06	\$579,072.72
January 1, 2029 through December 31, 2029	\$49,221.18	\$590,654.17
January 1, 2030 through December 31, 2030	\$50,205.60	\$602,467.25
January 1, 2031 through December 31, 2031	\$51,209.72	\$614,516.60

(ii) First Option Term

January 1, 2032 through December 31, 2032	\$52,233.91	\$626,806.93
January 1, 2033 through December 31, 2033	\$53,278.59	\$639,343.07
January 1, 2034 through December 31, 2034	\$54,344.16	\$652,129.93
January 1, 2035 through December 31, 2035	\$55,431.04	\$665,172.53
January 1, 2036 through December 31, 2036	\$56,539.66	\$678,475.98

(iii) Second Option Term

January 1, 2037 through December 31, 2037	\$57,670.46	\$692,045.50
January 1, 2038 through December 31, 2038	\$58,823.87	\$705,886.41
January 1, 2039 through December 31, 2039	\$60,000.34	\$720,004.14
January 1, 2040 through December 31, 2040	\$61,200.35	\$734,404.22
January 1, 2041 through December 31, 2041	\$62,424.36	\$749,092.30

Percentage Rent:

(i) Initial Term

Rent Commencement Date through December 31, 2022: Six percent (6%) of annual Gross Sales (prorated for the first partial year) exceeding the following breakpoint during such period:	\$8,570,000
---	-------------

January 1, 2023 through December 31, 2023: Six percent (6%) of annual Gross Sales exceeding the following breakpoint during such period:	\$8,741,400
---	-------------

January 1, 2024 through December 31, 2024: Six percent (6%) of annual Gross Sales exceeding the following breakpoint during such period:	\$8,916,228
---	-------------

January 1, 2025 through December 31, 2025: Six percent (6%) of annual Gross Sales exceeding the following breakpoint during such period:	\$9,094,553
---	-------------

January 1, 2026 through December 31, 2026: Six percent (6%) of annual Gross Sales exceeding the following breakpoint during such period:	\$9,276,444
---	-------------

January 1, 2027 through December 31, 2027: Six percent (6%) of annual Gross Sales exceeding the following breakpoint during such period:	\$9,461,972
---	-------------

January 1, 2028 through December 31, 2028: Six percent (6%) of annual Gross Sales exceeding the following breakpoint during such period:	\$9,651,212
---	-------------

January 1, 2029 through December 31, 2029.:

Six percent (6%) of annual Gross Sales exceeding the following breakpoint during such period: \$9,844,236

January 1, 2030 through December 31, 2030:

Six percent (6%) of annual Gross Sales exceeding the following breakpoint during such period: \$10,041,121

January 1, 2031 through December 31, 2031:

Six percent (6%) of annual Gross Sales exceeding the following breakpoint during such period: \$10,241,943

(ii) First Option Term

January 1, 2032 through December 31, 2032:

Six percent (6%) of annual Gross Sales exceeding the following breakpoint during such period: \$10,446,782

January 1, 2033 through December 31, 2033:

Six percent (6%) of annual Gross Sales exceeding the following breakpoint during such period: \$10,655,718

January 1, 2034 through December 31, 2034:

Six percent (6%) of annual Gross Sales exceeding the following breakpoint during such period: \$10,868,832

January 1, 2035 through December 31, 2035:

Six percent (6%) of annual Gross Sales exceeding the following breakpoint during such period: \$11,086,209

January 1, 2036 through December 31, 2036:

Six percent (6%) of annual Gross Sales exceeding the following breakpoint during such period: \$11,307,933

(iii) Second Option Term

January 1, 2037 through December 31, 2037:

Six percent (6%) of annual Gross Sales exceeding the following breakpoint during such period: \$11,534,092

January 1, 2038 through December 31, 2038:

Six percent (6%) of annual Gross Sales exceeding the following breakpoint during such period: \$11,764,773

January 1, 2039 through December 31, 2039:

Six percent (6%) of annual Gross Sales exceeding the following breakpoint during such period: \$12,000,069

January 1, 2040 through December 31, 2040:

Six percent (6%) of annual Gross Sales exceeding the following breakpoint during such period: \$12,240,070

January 1, 2041 through December 31, 2041:

Six percent (6%) of annual Gross Sales exceeding the following breakpoint during such period: \$12,484,872

Common Area Maintenance Contribution (CAM):

(i) Initial Term

Rent Commencement Date through December 31, 2022

<u>Monthly Amount</u>	<u>Annual Amount</u>
\$8,570.00	\$102,840.00
\$8,827.10	\$105,925.20
\$9,091.91	\$109,102.96
\$9,364.67	\$112,376.04
\$9,645.61	\$115,747.33
\$9,934.98	\$119,219.75
\$10,233.03	\$122,796.34
\$10,540.02	\$126,480.23
\$10,856.22	\$130,274.64
\$11,181.91	\$134,182.87

January 1, 2023 through December 31, 2023

January 1, 2024 through December 31, 2024

January 1, 2025 through December 31, 2025

January 1, 2026 through December 31, 2026

January 1, 2027 through December 31, 2027

January 1, 2028 through December 31, 2028

January 1, 2029 through December 31, 2029

January 1, 2030 through December 31, 2030

January 1, 2031 through December 31, 2031

(ii) First Option Term

January 1, 2032 through December 31, 2032

<u>Monthly Amount</u>	<u>Annual Amount</u>
\$11,517.36	\$138,208.36
\$11,862.88	\$142,354.61
\$12,218.77	\$146,625.25
\$12,585.33	\$151,024.01
\$12,962.89	\$155,554.73

January 1, 2033 through December 31, 2033

January 1, 2034 through December 31, 2034

January 1, 2035 through December 31, 2035

January 1, 2036 through December 31, 2036

(iii) Second Option Term

January 1, 2037 through December 31, 2037	\$13,351.78	\$160,221.37
January 1, 2038 through December 31, 2038	\$13,752.33	\$165,028.01
January 1, 2039 through December 31, 2039	\$14,164.90	\$169,978.85
January 1, 2040 through December 31, 2040	\$14,589.85	\$175,078.22
January 1, 2041 through December 31, 2041	\$15,027.55	\$180,330.56

Marketing and Advertising Contribution:**(i) Initial Term**

Rent Commencement Date through December 31, 2022
January 1, 2023 through December 31, 2023
January 1, 2024 through December 31, 2024
January 1, 2025 through December 31, 2025
January 1, 2026 through December 31, 2026
January 1, 2027 through December 31, 2027
January 1, 2028 through December 31, 2028
January 1, 2029 through December 31, 2029
January 1, 2030 through December 31, 2030
January 1, 2031 through December 31, 2031

<u>Monthly Amount</u>	<u>Annual Amount</u>
\$2,142.50	\$25,710.00
\$2,206.78	\$26,481.30
\$2,272.98	\$27,275.74
\$2,341.17	\$28,094.01
\$2,411.40	\$28,936.83
\$2,483.74	\$29,804.94
\$2,558.26	\$30,699.08
\$2,635.00	\$31,620.06
\$2,714.05	\$32,568.66
\$2,795.48	\$33,545.72

(ii) First Option Term

January 1, 2032 through December 31, 2032
January 1, 2033 through December 31, 2033
January 1, 2034 through December 31, 2034
January 1, 2035 through December 31, 2035
January 1, 2036 through December 31, 2036

<u>Monthly Amount</u>	<u>Annual Amount</u>
\$2,879.34	\$34,552.09
\$2,965.72	\$35,588.65
\$3,054.69	\$36,656.31
\$3,146.33	\$37,756.00
\$3,240.72	\$38,888.68

(iii) Second Option Term

January 1, 2037 through December 31, 2037
January 1, 2038 through December 31, 2038
January 1, 2039 through December 31, 2039
January 1, 2040 through December 31, 2040
January 1, 2041 through December 31, 2041

\$3,337.95	\$40,055.34
\$3,438.08	\$41,257.00
\$3,541.23	\$42,494.71
\$3,647.46	\$43,769.55
\$3,756.89	\$45,082.64