

RETAIL LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is made and entered into this **27th** day of **July, 2025** (the "Effective Date"), by and between:

LANDLORD:

Promenade Properties LLC, a Delaware Limited Liability Company
with its principal place of business at 123 Main Street, Suite 500, Chicago, Illinois 60601
("Landlord")
AND

TENANT:

Fig Leaf, Inc., a California Corporation
with its principal place of business at 789 Green Street, Los Angeles, California 90012
("Tenant")
(Landlord and Tenant are hereinafter sometimes collectively referred to as the "Parties" and individually as a "Party").

RECITALS

- A. Landlord is the fee simple owner of certain real property located at **100 Oakbrook Center, Oak Brook, IL 60523**, legally described in Exhibit A attached hereto (the "Shopping Center" or "Mall"), which is a pedestrian mall property.
- B. The Shopping Center includes various retail spaces, common areas, parking facilities, and other amenities intended to serve the tenants and their customers.
- C. Tenant desires to lease from Landlord, and Landlord desires to lease to Tenant, certain retail premises within the Shopping Center, upon the terms and conditions hereinafter set forth.

ARTICLE 1. PREMISES

1.1. Leased Premises. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, those certain premises located within the Shopping Center, commonly known as **Unit 105**, and more particularly depicted on the floor plan attached hereto as **Exhibit B** (the "Leased Premises"). The Leased Premises consist of approximately **1,850** rentable square feet, which square footage has been mutually agreed upon by the Parties and shall be binding for all purposes under this Lease.

1.2. Common Areas. Tenant shall have the non-exclusive right, in common with Landlord, other tenants, and their respective invitees, to use the common areas of the Shopping Center, including, but not limited to, pedestrian walkways, landscaped areas, seating areas, public restrooms, service corridors, and designated parking

facilities (collectively, the "Common Areas"), subject to Landlord's rules and regulations for the Shopping Center, as may be amended from time to time. Landlord reserves the right to modify the Common Areas, including their size, location, and configuration, provided such modifications do not unreasonably interfere with Tenant's access to or use of the Leased Premises.

1.3. Appurtenances. The Leased Premises include all appurtenances thereto, including, without limitation, the right to connect to and use all utility lines, wires, pipes, and conduits now or hereafter located in the Shopping Center to the extent necessary for the proper enjoyment of the Leased Premises, and the right of ingress and egress to and from the Leased Premises over the Common Areas.

ARTICLE 2. TERM

2.1. Lease Term. The term of this Lease (the "Term") shall commence on the date the Leased Premises are delivered to Tenant with Landlord's Work (as defined in **Exhibit C**) substantially complete and ready for Tenant's fixturing and build-out (the "Commencement Date"), and shall expire on the date that is **Five (5)** years following the Commencement Date (the "Expiration Date"), unless sooner terminated or extended as provided herein.

2.2. Delivery of Possession. Landlord shall use commercially reasonable efforts to deliver possession of the Leased Premises to Tenant on or before **October 1, 2025**. If Landlord fails to deliver possession by such date, this Lease shall not be void or voidable, nor shall Landlord be liable for any loss or damage resulting therefrom, but the Commencement Date shall be delayed until such delivery. If the Commencement Date has not occurred by **December 31, 2025**, Tenant shall have the option to terminate this Lease by written notice to Landlord within ten (10) days thereafter, whereupon both Parties shall be released from all obligations hereunder, except for those that expressly survive termination.

2.3. Option to Extend (if applicable). Tenant shall have One (1) option(s) to extend the Term for an additional period of Five (5) years each (each, an "Extension Term"), provided that:

- (a) Tenant is not in default beyond any applicable cure period under this Lease at the time of exercising such option or at the commencement of the Extension Term;
- (b) Tenant provides written notice to Landlord of its election to exercise such option at least Nine (9) months but no more than Twelve (12) months prior to the then-current Expiration Date; and
- (c) All terms and conditions of this Lease shall apply during the Extension Term, except that the Base Rent shall be adjusted as set forth in Section 3.2.

ARTICLE 3. RENT

3.1. Base Rent. Tenant shall pay to Landlord, without demand, deduction, or set-off, annual base rent ("Base Rent") in equal monthly installments, in advance, on the first day of each calendar month during the Term, commencing on the Commencement Date.

(a) Initial Base Rent: For the first year of the Term, the annual Base Rent shall be One Hundred Eleven Thousand Dollars (\$111,000.00).

(b) Annual Adjustments: On each anniversary of the Commencement Date, the annual Base Rent shall increase by Three Percent (3%) over the Base Rent for the immediately preceding year.

3.2. Base Rent During Extension Term (if applicable). For any Extension Term, the Base Rent for the first year of such Extension Term shall be the greater of (a) the Base Rent payable during the last year of the immediately preceding Term, or (b) the then-current fair market rental value of the Leased Premises, as determined by Landlord using comparable properties in the Chicago area upscale pedestrian mall market. Subsequent annual adjustments during an Extension Term shall be as set forth in Section 3.1(b).

3.3. Percentage Rent. In addition to Base Rent, Tenant shall pay to Landlord "Percentage Rent" equal to Five Percent (5%) of Tenant's Gross Sales (as defined below) that exceed the "Breakpoint" for each Lease Year (as defined below).

(a) "Gross Sales" shall mean the total gross receipts from all sales of merchandise and services, whether for cash or credit, made or rendered in, upon, or from the Leased Premises by Tenant or any subtenant, licensee, or concessionaire, and including sales made through the internet or by mail order if such sales are fulfilled from or attributed to the Leased Premises. Gross Sales shall exclude: (i) returns and allowances, (ii) sales taxes, (iii) bona fide exchanges of merchandise, (iv) sales of fixtures or equipment not in the ordinary course of business, and (v) revenue from vending machines for employee use only.

(b) "Lease Year" shall mean each twelve (12) calendar month period commencing on the Commencement Date.

(c) "Breakpoint" for the first Lease Year shall be Two Million Two Hundred Twenty Thousand Dollars (\$2,220,000.00). For each subsequent Lease Year, the Breakpoint shall increase by Three Percent (3%) over the Breakpoint for the immediately preceding Lease Year.

(d) Payment of Percentage Rent: Tenant shall submit a monthly statement of Gross Sales to Landlord by the Tenth (10th) day of the following month. If the cumulative Gross Sales for a Lease Year exceed the Breakpoint, Tenant shall pay the accrued Percentage Rent quarterly within thirty (30) days following the end of each calendar quarter. A final annual reconciliation and payment/credit shall be made within sixty (60) days after the end of each Lease Year.

3.4. Additional Rent. Tenant shall pay, as "Additional Rent," all sums, charges, costs, and expenses (other than Base Rent and Percentage Rent) that Tenant is obligated to pay under this Lease. Additional Rent shall include, without limitation, Tenant's Share of Operating Expenses (Article 4), Real Estate Taxes (Article 5), utilities (Article 6), and

any other charges or amounts designated as Additional Rent herein. All amounts payable by Tenant to Landlord under this Lease, whether as Base Rent, Percentage Rent, Additional Rent, or otherwise, shall be deemed "Rent."

3.5. Payment Method. All Rent shall be paid in lawful money of the United States of America, by electronic funds transfer (EFT) to an account designated by Landlord, or by such other method as Landlord may reasonably direct.

3.6. Late Charges and Interest. If any installment of Rent is not received by Landlord within five (5) days after its due date, Tenant shall pay to Landlord a late charge equal to five percent (5%) of the overdue amount. In addition, any overdue Rent shall bear interest from the due date until paid at the rate of twelve percent (12%) per annum or the maximum rate permitted by law, whichever is less. The assessment of late charges and interest shall not waive Landlord's right to declare a default.

ARTICLE 4. OPERATING EXPENSES (CAM)

4.1. Operating Expenses Defined. Tenant shall pay to Landlord, as Additional Rent, Tenant's pro rata share (the "Tenant's Share") of all costs and expenses incurred by Landlord in connection with the ownership, operation, maintenance, repair, replacement, and management of the Common Areas and the Shopping Center, including, but not limited to, the following (collectively, "Operating Expenses"):

- (a) All costs of maintaining, repairing, and replacing the Common Areas, including paving, lighting, landscaping, drainage, irrigation, and signage.
- (b) Costs of security services, including personnel, equipment, and monitoring.
- (c) Costs of cleaning, janitorial services, trash removal, and pest control for the Common Areas.
- (d) Utilities for the Common Areas, including electricity, water, sewer, and gas.
- (e) Management fees for the Shopping Center, not to exceed Four Percent (4%) of the gross Rent collected from all tenants.
- (f) Costs of administrative personnel, supplies, and equipment used in the management and operation of the Shopping Center.
- (g) Costs of maintaining, repairing, and replacing the structural components of the Shopping Center (roof, foundation, exterior walls), and all mechanical, electrical, plumbing, and HVAC systems serving the Common Areas or the entire Shopping Center.
- (h) Insurance premiums for the Shopping Center, including property, liability, and other coverages deemed necessary by Landlord.
- (i) Costs of compliance with applicable laws, ordinances, and regulations relating to the Common Areas or the Shopping Center, including ADA compliance.
- (j) Costs of marketing, advertising, and promotional activities for the Shopping Center, including contributions to a merchant's association or marketing fund.
- (k) Amortized costs of capital improvements made to the Common Areas or the Shopping

Center that (i) are required by governmental authority, or (ii) are reasonably expected to reduce other Operating Expenses, or (iii) are for the health, safety, or welfare of the Shopping Center occupants, or (iv) enhance the overall value or functionality of the Shopping Center, provided such amortization is over the useful life of the improvement as determined by Landlord in accordance with generally accepted accounting principles.

4.2. Tenant's Share. Tenant's Share shall be calculated by dividing the rentable square footage of the Leased Premises by the total rentable square footage of all retail premises in the Shopping Center (excluding anchor stores or other spaces specifically excluded by Landlord in its sole discretion), which is currently agreed to be **Two Point Five Percent (2.5%)**. Landlord reserves the right to adjust the denominator for Tenant's Share calculation if the total rentable square footage of the Shopping Center changes due to additions, deletions, or reconfigurations.

4.3. Estimated Payments and Reconciliation.

(a) **Monthly Estimates:** Landlord shall provide Tenant with an annual estimate of Operating Expenses for each calendar year. Tenant shall pay Tenant's Share of such estimated Operating Expenses in equal monthly installments, in advance, on the first day of each calendar month, along with Base Rent.

(b) **Annual Reconciliation:** Within one hundred twenty (120) days after the end of each calendar year, Landlord shall provide Tenant with a statement of actual Operating Expenses for the preceding year. If Tenant's estimated payments were less than Tenant's actual Share, Tenant shall pay the deficiency to Landlord within thirty (30) days after receipt of the statement. If Tenant's estimated payments exceeded Tenant's actual Share, Landlord shall credit the overpayment against future Rent due, or refund any remaining balance if the Term has expired and no other Rent is due.

4.4. Audit Rights. Tenant shall have the right, upon not less than thirty (30) days' prior written notice to Landlord, and not more than once in any calendar year, to examine Landlord's books and records pertaining to Operating Expenses for the immediately preceding calendar year, provided such examination is conducted by a certified public accountant not compensated on a contingency basis, at Tenant's sole cost, and during normal business hours at Landlord's office. Tenant shall keep all information obtained confidential. If such audit reveals an overcharge of more than five percent (5%) for that year, Landlord shall pay the reasonable cost of such audit, and refund the overcharge.

ARTICLE 5. REAL ESTATE TAXES

5.1. Real Estate Taxes Defined. Tenant shall pay to Landlord, as Additional Rent, Tenant's Share of all real estate taxes, assessments, and governmental charges, general and special, ordinary and extraordinary, foreseen and unforeseen, which may be levied or assessed against the Shopping Center (including the land and all

improvements thereon) during the Term ("Real Estate Taxes"). Real Estate Taxes shall include any taxes or charges levied in substitution for or in addition to current real estate taxes.

5.2. Proration. If the Leased Premises are separately assessed, Tenant shall pay the entire amount of such separate assessment. Otherwise, Tenant's Share of Real Estate Taxes shall be the same percentage as Tenant's Share of Operating Expenses, as set forth in Section 4.2.

5.3. Payment and Estimates. Tenant's Share of estimated Real Estate Taxes shall be paid in equal monthly installments, in advance, on the first day of each calendar month, along with Base Rent and estimated Operating Expenses. Annual reconciliation shall be performed as set forth in Section 4.3(b). Landlord shall have the right to contest any Real Estate Taxes, and Tenant shall pay Tenant's Share of the reasonable costs incurred by Landlord in connection with such contest, provided that any refunds or reductions obtained shall be credited to Tenant's Share.

ARTICLE 6. UTILITIES

6.1. Tenant's Responsibility. Tenant shall be solely responsible for and shall promptly pay, directly to the utility providers, all charges for utilities furnished to the Leased Premises, including, without limitation, electricity, gas, water, sewer, telephone, internet, and any other services. If any utility serving the Leased Premises is not separately metered, Landlord shall, at its option, either (a) install a separate meter at Tenant's expense, or (b) reasonably estimate Tenant's consumption and bill Tenant for Tenant's Share of such unmetered utilities as Additional Rent.

6.2. Interruption of Utilities. Landlord shall not be liable for any interruption or failure of utility services to the Leased Premises or the Shopping Center, nor shall any such interruption or failure entitle Tenant to any abatement or reduction of Rent, or constitute a constructive eviction, unless such interruption is due to Landlord's gross negligence or willful misconduct and continues for more than five (5) consecutive business days after written notice from Tenant, in which case Rent shall abate proportionally for the period of substantial interruption thereafter.

ARTICLE 7. USE OF PREMISES

7.1. Permitted Use. Tenant shall use the Leased Premises solely for the operation of a **high-end organic food retailer, including fresh produce, gourmet packaged goods, and prepared healthy meals**, and for no other purpose whatsoever. Tenant

shall operate its business under the trade name of "**Fig Leaf Market**".

7.2. Restrictions on Use. Tenant shall not use or permit the use of the Leased Premises for any unlawful purpose, or in any manner that would violate any governmental law, ordinance, rule, or regulation, or that would create a nuisance, or that would disturb other tenants or customers of the Shopping Center. Tenant shall not sell, store, or display any merchandise or conduct any activity that is inconsistent with the upscale nature and character of the Shopping Center.

7.3. Operating Covenants.

(a) Continuous Operation: Tenant shall continuously operate its business in the Leased Premises during the entire Term, fully fixtured, stocked, and staffed, and open for business during the minimum operating hours established by Landlord for the Shopping Center, which shall be no less than 10:00 AM to 9:00 PM Monday through Saturday, and 11:00 AM to 6:00 PM on Sundays, and during all holiday periods designated by Landlord.

(b) Merchandise and Display: Tenant shall maintain a high quality and character of merchandise and display, consistent with the upscale nature of the Shopping Center.

(c) Staffing: Tenant shall maintain adequate and qualified personnel to operate its business efficiently and provide excellent customer service.

(d) Sales Reporting: Tenant shall maintain accurate books and records of Gross Sales and shall provide such reports to Landlord as required by Section 3.3. Landlord shall have the right to audit Tenant's sales records upon reasonable notice.

7.4. Exclusive Use (if applicable). Landlord agrees that, during the Term, it shall not lease any other premises within the Shopping Center for use as a **high-end organic food retailer**. This exclusive use provision shall not apply to: (a) existing tenants as of the Effective Date, (b) department stores or anchor tenants, (c) incidental sales of such merchandise by other tenants where such sales do not constitute more than **Ten Percent (10%)** of such other tenant's gross sales, or (d) temporary kiosks or pop-up shops (not exceeding **Thirty (30)** days in duration). If Landlord breaches this exclusive use provision, Tenant's sole remedy shall be a reduction in Percentage Rent by **Fifty Percent (50%)** for the period of such breach, provided Tenant is not in default.

ARTICLE 8. TENANT IMPROVEMENTS

8.1. Tenant's Work. Tenant shall, at its sole cost and expense, perform all work necessary to prepare the Leased Premises for Tenant's permitted use, including, without limitation, interior finishes, fixtures, equipment, and signage (collectively, "Tenant's Work"). Tenant's Work shall be performed in accordance with plans and specifications approved in writing by Landlord (the "Approved Plans").

8.2. Landlord's Approval. Tenant shall submit detailed plans and specifications for Tenant's Work to Landlord for approval within **Sixty (60)** days after the Commencement Date. Landlord shall approve or disapprove such plans within **Fifteen (15)** business days, and if disapproved, shall state its reasons. Tenant shall not commence Tenant's Work until the Approved Plans are finalized and all necessary permits and licenses have been obtained.

8.3. Construction Requirements. Tenant's Work shall be performed by licensed and insured contractors approved by Landlord, in a good and workmanlike manner, in compliance with all applicable laws, building codes, and Landlord's construction rules and regulations. Tenant shall indemnify, defend, and hold harmless Landlord from any and all claims, damages, liabilities, and expenses (including attorneys' fees) arising out of or in connection with Tenant's Work.

8.4. Ownership of Improvements. All Tenant's Work, including fixtures, equipment, and improvements, shall become the property of Landlord upon installation and shall remain on the Leased Premises at the expiration or earlier termination of this Lease, without compensation to Tenant, unless Landlord requires Tenant to remove any such items and restore the Leased Premises to their original condition, in which case Tenant shall do so at its sole cost and expense.

ARTICLE 9. REPAIRS AND MAINTENANCE

9.1. Landlord's Obligations. Landlord shall be responsible for the structural components of the Leased Premises (foundation, exterior walls, and roof) and the basic utility lines up to the point of entry into the Leased Premises. Landlord shall also maintain, repair, and replace the Common Areas as part of Operating Expenses.

9.2. Tenant's Obligations. Tenant shall, at its sole cost and expense, keep and maintain the Leased Premises, including all interior non-structural elements, storefront, glass, doors, interior plumbing, electrical, HVAC systems exclusively serving the Leased Premises, fixtures, and equipment, in good order, condition, and repair. Tenant shall promptly make all necessary repairs and replacements. Tenant shall be responsible for any damage to the Leased Premises or the Shopping Center caused by Tenant, its employees, agents, contractors, or invitees.

9.3. HVAC Maintenance. Tenant shall enter into and maintain, at its sole cost and expense, a preventative maintenance contract for the HVAC system serving the Leased Premises with a contractor approved by Landlord. Tenant shall provide Landlord with a copy of such contract within thirty (30) days of the Commencement

Date and annually thereafter.

ARTICLE 10. ALTERATIONS

10.1. Prohibition Without Consent. Tenant shall not make any alterations, additions, or improvements to the Leased Premises, including, without limitation, any structural alterations, changes to the storefront, or modifications to the HVAC, plumbing, or electrical systems, without Landlord's prior written consent, which consent may be withheld in Landlord's sole discretion.

10.2. Conditions for Consent. If Landlord grants consent, such consent may be conditioned upon: (a) Tenant providing detailed plans and specifications, (b) Tenant obtaining all necessary permits and licenses, (c) Tenant using contractors approved by Landlord, (d) Tenant providing a payment and performance bond, (e) Tenant indemnifying Landlord, and (f) Tenant agreeing to remove such alterations and restore the Leased Premises at the expiration or earlier termination of the Lease.

ARTICLE 11. INSURANCE

11.1. Tenant's Insurance. Tenant shall, at its sole cost and expense, procure and maintain throughout the Term the following insurance coverages:

(a) Commercial General Liability Insurance: With a combined single limit of not less than Two Million Dollars (\$2,000,000.00) per occurrence and Four Million Dollars (\$4,000,000.00) in the aggregate for bodily injury, death, and property damage. Such policy shall name Landlord, its property manager, and any other parties designated by Landlord as additional insureds.

(b) Property Insurance: Covering Tenant's personal property, trade fixtures, and Tenant's Work within the Leased Premises, on an "all-risk" or "special perils" basis, for their full replacement cost.

(c) Workers' Compensation Insurance: As required by applicable law.

(d) Business Interruption Insurance: Covering at least twelve (12) months of Rent and other operating expenses.

(e) Plate Glass Insurance: Covering all glass in the Leased Premises.

11.2. Certificates of Insurance. Tenant shall provide Landlord with certificates of insurance evidencing the required coverages prior to the Commencement Date and upon each renewal. All policies shall be issued by insurance companies reasonably acceptable to Landlord and authorized to do business in Illinois. Policies shall contain a provision requiring at least thirty (30) days' prior written notice to Landlord of any material change, cancellation, or non-renewal.

11.3. Landlord's Insurance. Landlord shall maintain property insurance covering the Shopping Center (excluding Tenant's property and Tenant's Work) and commercial general liability insurance for the Common Areas. The cost of such insurance shall be

included in Operating Expenses.

11.4. Waiver of Subrogation. Landlord and Tenant each hereby waive any and all rights of recovery against the other, and against their respective agents, employees, and representatives, for loss or damage to property or business to the extent such loss or damage is covered by property insurance (including any deductible), regardless of the cause of such loss or damage. Each Party shall obtain from its insurer a waiver of subrogation endorsement to its property insurance policy.

ARTICLE 12. INDEMNIFICATION

12.1. Tenant's Indemnification. Tenant shall indemnify, defend, and hold harmless Landlord, its agents, employees, and contractors from and against any and all claims, demands, liabilities, losses, damages, costs, and expenses (including, without limitation, reasonable attorneys' fees and costs) arising from or in connection with: (a) Tenant's use or occupancy of the Leased Premises or any part of the Shopping Center; (b) any breach of this Lease by Tenant; (c) any acts, omissions, or negligence of Tenant, its agents, employees, contractors, or invitees; (d) any injury to persons or property occurring in or about the Leased Premises, except to the extent caused by the gross negligence or willful misconduct of Landlord; and (e) any violation by Tenant of any applicable law, ordinance, or regulation.

12.2. Landlord's Indemnification. Landlord shall indemnify, defend, and hold harmless Tenant, its agents, employees, and contractors from and against any and all claims, demands, liabilities, losses, damages, costs, and expenses (including, without limitation, reasonable attorneys' fees and costs) arising from or in connection with: (a) the gross negligence or willful misconduct of Landlord, its agents, employees, or contractors; or (b) any breach of this Lease by Landlord.

ARTICLE 13. CASUALTY AND CONDEMNATION

13.1. Casualty Damage.

(a) Minor Damage: If the Leased Premises or the Shopping Center are damaged by fire or other casualty, but the Leased Premises are not rendered untenable and Landlord can repair the damage within one hundred eighty (180) days, Landlord shall promptly repair the damage. Rent shall abate proportionally during the period of repair to the extent Tenant's access to or use of the Leased Premises is substantially impaired.

(b) Substantial Damage: If the Leased Premises are rendered untenable, or if the Shopping Center is damaged to the extent that Landlord determines, in its sole discretion, that it is not economically feasible to repair, or if the damage cannot be repaired within one hundred eighty (180) days, Landlord shall have the option to terminate this Lease by written notice to Tenant within sixty (60) days after the date of such damage. If Landlord does not elect to

terminate, it shall promptly repair the damage, and Rent shall abate proportionally during the period of repair.

(c) Tenant's Right to Terminate: If Landlord is obligated to repair but fails to commence repairs within sixty (60) days or fails to substantially complete repairs within the one hundred eighty (180) day period (or such longer period as may be reasonably necessary due to force majeure), Tenant shall have the option to terminate this Lease by written notice to Landlord.

13.2. Condemnation.

(a) Total Taking: If the entire Leased Premises are taken by eminent domain or condemnation, this Lease shall terminate as of the date of such taking.

(b) Partial Taking: If a portion of the Leased Premises is taken, and the remaining portion is not suitable for Tenant's continued use, Tenant shall have the option to terminate this Lease by written notice to Landlord within thirty (30) days after the date of such taking. If Tenant does not terminate, or if only a portion of the Common Areas is taken, this Lease shall continue in full force and effect, but Rent shall be equitably abated based on the reduction in utility of the Leased Premises or the Common Areas.

(c) Awards: All compensation awarded for any taking shall belong to Landlord. Tenant shall have no claim against Landlord or the condemning authority for the value of its leasehold interest, but Tenant may make a separate claim for its personal property, trade fixtures, and relocation expenses, provided such claim does not reduce Landlord's award.

ARTICLE 14. ASSIGNMENT AND SUBLETTING

14.1. Prohibition Without Consent. Tenant shall not assign this Lease, or sublet all or any part of the Leased Premises, or grant any concession or license within the Leased Premises, without the prior express written consent of Landlord, which consent may be withheld in Landlord's sole and absolute discretion. Any attempted assignment, subletting, concession, or license without such consent shall be null and void and shall constitute a material default under this Lease.

14.2. Conditions for Consent (if granted). If Landlord, in its sole discretion, grants consent, such consent shall be subject to, without limitation, the following conditions:

(a) Tenant shall remain primarily liable for all obligations under this Lease.

(b) The proposed assignee or subtenant shall be of a character and financial standing acceptable to Landlord, and the proposed use shall be consistent with the upscale nature of the Shopping Center and the permitted use hereunder.

(c) Tenant shall pay all of Landlord's reasonable costs and expenses incurred in connection with such request, including attorneys' fees.

(d) Any increase in Base Rent or Percentage Rent received by Tenant from an assignee or subtenant over the Rent payable by Tenant hereunder shall be paid to Landlord.

(e) Landlord shall have the right, in its sole discretion, to recapture the Leased Premises or the portion thereof proposed to be assigned or sublet, in which case this Lease shall terminate as to such portion or the entire Premises.

ARTICLE 15. DEFAULT AND REMEDIES

15.1. Events of Default by Tenant. The occurrence of any of the following shall constitute an "Event of Default" by Tenant:

(a) Failure to Pay Rent: Failure to pay any installment of Rent when due, if such failure continues for five (5) days after written notice from Landlord.

(b) Failure to Perform Covenants: Failure to perform any other covenant, term, or condition of this Lease (other than payment of Rent), if such failure continues for thirty (30) days after written notice from Landlord; provided, however, if such default cannot reasonably be cured within thirty (30) days, Tenant shall not be in default if Tenant commences to cure within such period and diligently pursues the cure to completion.

(c) Abandonment: Abandonment of the Leased Premises.

(d) Insolvency/Bankruptcy: The filing of a petition in bankruptcy by or against Tenant, the appointment of a receiver for Tenant's assets, or any assignment for the benefit of creditors.

(e) Continuous Operation: Failure to continuously operate its business as required by Section 7.3(a).

(f) Assignment/Subletting: Any attempt to assign or sublet in violation of Article 14.

15.2. Landlord's Remedies. Upon the occurrence of an Event of Default by Tenant, Landlord shall have the following remedies, in addition to any other remedies available at law or in equity:

(a) Terminate Lease: Landlord may terminate this Lease by written notice to Tenant, in which case Tenant shall immediately surrender possession of the Leased Premises to Landlord.

(b) Re-enter and Relet: Landlord may, with or without terminating this Lease, re-enter the Leased Premises and remove all persons and property therefrom. Landlord may relet the Leased Premises for such term, at such rental, and upon such other terms and conditions as Landlord, in its sole discretion, may deem advisable, without releasing Tenant from any liability hereunder. Tenant shall be liable for any deficiency between the Rent due hereunder and the rent received from reletting, plus all costs incurred by Landlord in re-entering and reletting (including, without limitation, renovation costs, brokerage commissions, and attorneys' fees).

(c) Accelerated Rent: Upon termination of this Lease due to Tenant's default, all Rent and other sums due hereunder for the remainder of the Term shall immediately become due and payable as liquidated damages, discounted to present value at a rate of Five Percent (5%) per annum.

(d) Cure Tenant's Default: Landlord may, but shall not be obligated to, cure any default of Tenant, and any costs incurred by Landlord in doing so shall be immediately due from Tenant as Additional Rent.

(e) Injunctive Relief: Landlord shall be entitled to injunctive relief to enforce any of Tenant's obligations hereunder, including, without limitation, the continuous operation covenant.

15.3. Default by Landlord. Landlord shall be in default under this Lease if Landlord fails to perform any material covenant, term, or condition required to be performed by Landlord hereunder, and such failure continues for thirty (30) days after written notice from Tenant; provided, however, if such default cannot reasonably be cured within thirty (30) days, Landlord shall not be in default if Landlord commences to cure within such period and diligently pursues the cure to completion. Tenant's sole remedy for

Landlord's default shall be an action for specific performance or actual damages, and Tenant shall not have the right to terminate this Lease or offset Rent, except as expressly provided herein.

ARTICLE 16. SUBORDINATION, NON-DISTURBANCE, AND ATTORNMENT (SNDA)

16.1. Subordination. This Lease and Tenant's rights hereunder are and shall be subject and subordinate to any mortgage, deed of trust, or other instrument of security (collectively, "Mortgage") now or hereafter placed upon the Shopping Center or the Leased Premises by Landlord, and to any renewals, modifications, consolidations, replacements, or extensions thereof.

16.2. Non-Disturbance. In consideration of Tenant's agreement to subordinate, Landlord shall use commercially reasonable efforts to obtain from the holder of any Mortgage (the "Mortgagee") a non-disturbance agreement, in recordable form, providing that so long as Tenant is not in default beyond any applicable cure period under this Lease, Tenant's possession and rights under this Lease shall not be disturbed by the Mortgagee in the event of foreclosure or other enforcement of the Mortgage.

16.3. Attornment. In the event of any foreclosure or other enforcement of a Mortgage, or any sale in lieu thereof, Tenant shall attorn to and recognize the purchaser or transferee as Landlord under this Lease, and this Lease shall continue in full force and effect as a direct lease between Tenant and such purchaser or transferee. Tenant agrees to execute and deliver any instruments reasonably requested by Landlord or any Mortgagee to evidence such attornment.

ARTICLE 17. ESTOPPEL CERTIFICATES

17.1. Obligation to Provide. Tenant shall, within ten (10) business days following Landlord's written request, execute, acknowledge, and deliver to Landlord an estoppel certificate, in a form reasonably required by Landlord or any Mortgagee, certifying: (a) that this Lease is in full force and effect and unmodified (or stating any modifications); (b) the dates to which Rent and other charges have been paid; (c) the Commencement Date and Expiration Date; (d) whether Landlord is in default hereunder (and specifying any defaults); (e) whether Tenant has any defenses or offsets against Landlord; and (f) any other matters reasonably requested by Landlord or a Mortgagee. Tenant's failure to deliver such certificate within the required time shall be conclusive upon Tenant that the Lease is in full force and effect, without

modification, that there are no uncured defaults by Landlord, and that no offsets or defenses exist.

ARTICLE 18. HOLDING OVER

18.1. Penalty for Holding Over. If Tenant remains in possession of the Leased Premises after the expiration or earlier termination of the Term without Landlord's express written consent, Tenant shall be a tenant at sufferance, and the monthly Rent payable during such holdover period shall be equal to two hundred percent (200%) of the Base Rent and Additional Rent payable during the last month of the Term. Such holdover shall not constitute a renewal or extension of this Lease, and Tenant shall be liable for all damages sustained by Landlord as a result of such holdover, including, without limitation, lost opportunities to lease to new tenants.

ARTICLE 19. SIGNAGE

19.1. Exterior Signage. Tenant shall not install any exterior signs, awnings, or other advertising devices on the Leased Premises or the Shopping Center without Landlord's prior written approval, which approval may be withheld in Landlord's sole discretion. All approved signage shall comply with Landlord's uniform signage criteria for the Shopping Center, all applicable laws and ordinances, and shall be installed at Tenant's sole cost and expense. Landlord reserves the right to require Tenant to remove any unapproved signage.

19.2. Interior Signage. Interior signage visible from the exterior of the Leased Premises shall also be subject to Landlord's approval.

ARTICLE 20. ENVIRONMENTAL MATTERS

20.1. Hazardous Materials. Tenant shall not cause or permit any Hazardous Materials (as defined below) to be used, generated, stored, or disposed of in, on, or about the Leased Premises or the Shopping Center, except for small quantities of commercially available products used in the ordinary course of Tenant's permitted business, in compliance with all applicable environmental laws.

(a) "Hazardous Materials" shall mean any substance, material, or waste that is now or hereafter classified, regulated, or defined as a hazardous substance, hazardous waste, toxic substance, pollutant, contaminant, or similar term under any federal, state, or local environmental law.

20.2. Indemnification. Tenant shall indemnify, defend, and hold harmless Landlord from and against any and all claims, liabilities, damages, costs, and expenses (including, without limitation, attorneys' fees, remediation costs, and penalties) arising from or in connection with any Hazardous Materials brought onto, used, generated,

stored, or disposed of in, on, or about the Leased Premises or the Shopping Center by Tenant, its agents, employees, or invitees.

ARTICLE 21. COMPLIANCE WITH LAWS

21.1. Tenant's Compliance. Tenant shall, at its sole cost and expense, promptly comply with all present and future laws, ordinances, orders, rules, regulations, and requirements of all federal, state, county, and municipal governments and their departments, bureaus, boards, and officials, and all rules and regulations of any fire insurance rating organization or other body exercising similar functions, which may be applicable to the Leased Premises or Tenant's use thereof.

21.2. Americans with Disabilities Act (ADA). Tenant shall, at its sole cost and expense, comply with all requirements of the Americans with Disabilities Act (42 U.S.C. § 12101 et seq., as amended) and any similar federal, state, or local laws or regulations ("ADA") pertaining to the Leased Premises and Tenant's use thereof, including, without limitation, any necessary modifications to the interior of the Leased Premises. Landlord shall be responsible for ADA compliance in the Common Areas, the cost of which shall be included in Operating Expenses.

ARTICLE 22. BROKERAGE

22.1. Brokerage Commissions. Tenant represents and warrants to Landlord that it has dealt with no broker, agent, or finder in connection with this Lease other than **Retail Realty Advisors** ("Tenant's Broker") and **Mall Leasing Solutions** ("Landlord's Broker"). Landlord shall be solely responsible for the payment of any commission due to Landlord's Broker. Tenant shall be solely responsible for the payment of any commission due to Tenant's Broker. Each Party shall indemnify, defend, and hold harmless the other Party from and against any claims for brokerage commissions or fees arising out of any alleged dealings with any broker, agent, or finder other than those expressly named herein.

ARTICLE 23. NOTICES

23.1. Requirements. All notices, demands, or other communications required or permitted under this Lease shall be in writing and shall be deemed duly given: (a) when delivered personally; (b) one (1) business day after deposit with a nationally recognized overnight courier service for next business day delivery; or (c) three (3) business days after deposit in the United States mail, certified or registered, postage prepaid, return receipt requested, addressed to the Parties at their respective addresses set forth above, or to such other address as a Party may designate by

written notice to the other.

ARTICLE 24. MISCELLANEOUS PROVISIONS

24.1. Governing Law. This Lease shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to its conflict of laws principles.

24.2. Attorneys' Fees. In the event of any litigation or dispute arising out of this Lease, the prevailing Party shall be entitled to recover from the non-prevailing Party all reasonable attorneys' fees, costs, and expenses incurred in connection with such litigation or dispute.

24.3. Entire Agreement. This Lease, including all exhibits attached hereto, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, and negotiations, whether written or oral.

24.4. Amendments. This Lease may not be amended, modified, or terminated except by an instrument in writing executed by both Landlord and Tenant.

24.5. Severability. If any provision of this Lease is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

24.6. Successors and Assigns. This Lease shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

24.7. Force Majeure. Neither Landlord nor Tenant shall be liable for any failure or delay in performing its obligations hereunder (except for payment of Rent) due to causes beyond its reasonable control, including, without limitation, acts of God, war, terrorism, civil unrest, strikes, lockouts, governmental regulations, or shortages of labor or materials.

24.8. Waiver of Jury Trial. TO THE FULLEST EXTENT PERMITTED BY LAW, LANDLORD AND TENANT HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS LEASE, THE LEASED PREMISES, OR THE RELATIONSHIP BETWEEN THE PARTIES.

24.9. Memorandum of Lease. Neither Party shall record this Lease. However, upon request by Landlord, Tenant agrees to execute a short form memorandum of this Lease, in recordable form, for the purpose of giving notice of this Lease, provided such memorandum does not disclose the Rent or other financial terms.

24.10. Authority. Each Party represents and warrants to the other that it has the full power and authority to enter into this Lease and to perform its obligations hereunder, and that the individual executing this Lease on its behalf has been duly authorized to do so.

24.11. Time of Essence. Time is of the essence with respect to all provisions of this Lease.

IN WITNESS WHEREOF, the Parties have executed this Lease as of the Effective Date first written above.

LANDLORD:

Promenade Properties LLC

By: _____

Name: Eleanor Vance

Title: Managing Member

TENANT:

Fig Leaf, Inc.

By: _____

Name: Sophia Chen

Title: CEO

EXHIBIT A

LEGAL DESCRIPTION OF SHOPPING CENTER

[Legal description of the property located at 888 Pedestrian Way, Northbrook, Illinois 60062, commonly known as Lot 1 of the Pedestrian Way Subdivision, according to the plat thereof recorded on January 15, 1998, as Document No. 98-012345, in the Office of the Recorder of Deeds of Cook County, Illinois.]

EXHIBIT B

FLOOR PLAN OF LEASED PREMISES

[A detailed floor plan of Unit 105, approximately 1,850 square feet, showing its layout, dimensions, and location within the mall, including its storefront facing the pedestrian walkway and access to service corridors.]

EXHIBIT C

LANDLORD'S WORK

[Landlord shall deliver the Leased Premises in 'cold shell' condition, with a concrete slab floor, uninsulated exterior walls, capped utility stub-outs (water, sewer, gas, electricity) at the perimeter, and a roof in watertight condition. Landlord shall also provide a 200-amp electrical panel and a single HVAC unit, both roughed-in to the Premises perimeter. All other interior finishes, systems, and fixtures shall be Tenant's responsibility.]