

Final

L E A S E

CITY/LOCATION:	CHICAGO, ILLINOIS (Englewood Square)
LANDLORD:	ENGLEWOOD SQUARE, LP
TENANT:	WHOLE FOODS MARKET GROUP, INC.
GUARANTOR:	WHOLE FOODS MARKET, INC.

WHOLE FOODS * WHOLE PEOPLE * WHOLE PLANET

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L E A S E

THIS LEASE, dated effective August 30, 2013, is made by and between ENGLEWOOD SQUARE, LP, an Illinois limited partnership ("Landlord"), and WHOLE FOODS MARKET GROUP, INC., a Delaware corporation ("Tenant"), Landlord and Tenant having the following addresses on the date of this Lease:

Landlord:	Tenant:
<p>Englewood Square, LP c/o DL3 Realty, L.P. 1050 East 95th Street Chicago, Illinois 60619 Attention: Leon I. Walker (773) 721-3400</p> <p>With copies of all notices to:</p> <p>Darryl Jacobs c/o Ginsberg Jacobs, LLC 300 South Wacker Drive, Suite 2750 Chicago, Illinois 60606 (312) 660-9611</p> <p>and</p> <p>Hinshaw & Culbertson LLP 222 N. LaSalle, Suite 300 Chicago, Illinois 60601 Attention: Nicholas S. Legatos (312) 704-3000</p> <p>and</p> <p>Hinshaw & Culbertson LLP 2525 Ponce de Leon Boulevard, 4th Floor Coral Gables, Florida 33134 Attention: Neil S. Rollnick (305) 358-7747</p>	<p>Whole Foods Market Group, Inc. [use address of the Demised Premises when determined] Attention: Store Team Leader</p> <p><u>Note:</u> Notices to the Demised Premises are required only after Tenant opens for business in the Demised Premises.</p> <p>With copies of all notices to:</p> <p>Whole Foods Market Group, Inc. 640 N. LaSalle Street, Suite 300 Chicago, Illinois 60654 (312) 799-5686 Attention: Regional President</p> <p>and</p> <p>Whole Foods Market, Inc. 550 Bowie Street Austin, Texas 78703 Attention: General Counsel (512) 542-0217</p> <p>and</p> <p>Terrance A. Noyes, LLC 450 Lewis Street, Suite 3A P.O. Box 2469 (Mail Only) Pagosa Springs, Colorado 81147-2469 Attention: Terrance A. Noyes (970) 264-1161</p> <p><u>Note:</u></p> <p>In addition to the foregoing, any communications to Tenant pertaining to Base Rent or Additional Rent, account statements, Common Area Expense and/or Real Estate Tax reconciliations, escrow payments and the like should also be sent to the following address:</p>

	Whole Foods Market, Inc. 550 Bowie Street Austin, Texas 78703 Attention: Lease Administration (512) 542-0475
	<p>Note:</p> <p>Until Tenant has opened the Demised Premises for business with the public, copies of any notices pertaining to construction matters governed by <u>Exhibit E</u> hereto shall also be given to Tenant's construction manager at the address indicated below.</p> <p>Michael Sweatt Whole Foods Market Group, Inc. 640 N. LaSalle Street, Suite 300 Chicago, Illinois 60654 (312) 799-5688</p>

In consideration of the premises, the mutual covenants herein contained, and each act to be performed hereunder by the parties, Landlord and Tenant enter into the following lease agreement (the "Lease").

ARTICLE 1. FUNDAMENTAL LEASE PROVISIONS,
EXHIBITS AND MEMORANDUM OF LEASE

1.1 Fundamental Lease Provisions. Certain fundamental lease provisions (the "Fundamental Lease Provisions") are set forth below:

(a) Property Descriptions:	
(i) Demised Premises:	The area identified on the site plan attached hereto as <u>Exhibit A</u> (the " <u>Site Plan</u> "), which area consists of approximately 18,000 square feet of Rentable Area (as defined in Section 5.3), together with the following for the exclusive use of Tenant: (A) a loading dock and a receiving area, (B) a trash area, (C) truck wells, and (D) ramps to serve the elements described above. The Demised Premises shall also include other improvements as set forth on <u>Exhibit E</u> . As part of Tenant's approval of Landlord's Plans (as that term is defined in <u>Exhibit E</u> attached hereto),

	Tenant shall be entitled to designate the number and locations of the entrances for the Demised Premises.(See Sections 2.1 and 5.3)
(ii) Building:	The building structure, including the foundation, roof, demising walls, and exterior façade thereof, which contains the Demised Premises.
(iii) Development:	All of the Shopping Center (as defined below) other than Outlots C and D identified on the Site Plan. The Development is more particularly described in <u>Exhibit C-2</u> attached hereto.(See Section 1.2)
(iv) Shopping Center:	Englewood Square, the shopping center to be constructed by Landlord on approximately five (5) acres of currently unimproved real property located at the northwest corner of the intersection of West 63 rd Street and South Halsted Street in Chicago, Illinois. The Shopping Center is identified on the Site Plan and is more particularly described in <u>Exhibit C-1</u> attached hereto.
(b) Parking:	At least 4 parking spaces for every 1,000 square feet of Rentable Area in the Development, at least 90 parking spaces in the Adjacent Parking Area, and at least 38 parking spaces in the WFM Reserved Parking Area, which 38 spaces are a portion of and are located within the 90 parking spaces in the Adjacent Parking Area.(See Section 2.2)
(c) Original Term:	Fifteen (15) Lease Years.(See Sections 3.1 and 3.5)
(d) Extension Terms:	Three (3) Extension Terms of five (5) Lease Years each.(See Sections 3.2 and 3.5)

<p>(e) Base Rent:</p>	<p>During the first five (5) Lease Years of the Demised Term the annual Base Rent shall equal \$5.00, multiplied by the Rentable Area of the Demised Premises (as defined in Section 5.3), and during the remainder of the Demised Term (including the Extension Terms), the Base Rent shall be adjusted in accordance with Section 4.2.</p> <p>As provided in Section 5.3 below, the Rentable Area of the Demised Premises shall not be deemed to exceed 18,900 square feet without Tenant's written consent. Accordingly, unless Tenant consents to an increase in the Rentable Area of the Demised Premises above 18,900 square feet, in no event shall the annual Base Rent during the first five (5) Lease Years of the Demised Term exceed \$94,500.00.</p> <p>.....(See Sections 4.1, 4.2, and 5.3)</p>
<p>(f) Percentage Rent:</p>	<p>Two percent (2%) of the amount by which Gross Sales for a calendar year exceed \$10,000,000; provided, however, in no event shall Tenant be obligated to pay more than \$2.00 per square foot of Rentable Area in the Demised Premises in Percentage Rent in any single calendar year. To be paid annually in accordance with Section 4.4.</p> <p>.....(See Section 4.4)</p>
<p>(g) Tenant's Buildout Period:</p>	<p>Six (6) months.</p> <p>.....(See Section 5.1(a)(ii) below)</p>
<p>(h) Earliest Possible Landlord Work Completion Date:</p>	<p>March 1, 2015.</p> <p>.....(See Section 5.1(a)(ii) below)</p>
<p>(i) Projected Landlord Work Completion Date (non-binding - for information)</p>	<p>March 1, 2015.</p>

purposes only)	
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References appearing in this Section 1.1 designate some of the other places in the Lease where additional provisions applicable to the particular Fundamental Lease Provisions appear. Each reference in this Lease to any of the foregoing Fundamental Lease Provisions shall be construed to incorporate all of the terms provided for under such additional provisions, and the Fundamental Lease Provision shall be read in conjunction with all other provisions of this Lease applicable thereto. Unless the context otherwise requires, all terms contained in this Section shall have the same meaning when used in this Section as when they are used or defined elsewhere in this Lease.

1.2 Exhibits. The following exhibits are attached to and made a part of this Lease for all purposes:

(a)	Exhibit A.	Site Plan showing schematically the Demised Premises, the Development and the Shopping Center. [Site Plan Checklist: Outlots C and D Adjacent Parking Area WFM Reserved Parking Area Trailer Parking Area Sidewalk Area Staging Area Monument Sign Location]
(b)	Exhibit B.	Guaranty.
(c)	Exhibit C-1.	Legal Description of Shopping Center. <u>Note:</u> <u>Exhibit C-1</u> to be finalized and attached to the Lease pursuant to an amendment to this Lease. See Section 16.1(d).
	Exhibit C-2.	Legal Description of Development. <u>Note:</u> <u>Exhibit C-2</u> to be finalized and attached to the Lease pursuant to an amendment to this Lease. See Section 16.1(d).
(d)	Exhibit D.	Commencement and Termination Date Agreement.
(e)	Exhibit E.	Construction.
(f)	Exhibit F.	Tenant's Fixtures and Equipment.
(g)	Exhibit G.	Estimated Landlord Work Completion Date Notice.

(h)	Exhibit H.	Final Landlord Work Completion Date Notice
(i)	Exhibit I.	Landlord Work Completion Certification.
(j)	Exhibit J.	Permitted Title Exceptions. <u>Note:</u> <u>Exhibit J</u> to be finalized and attached to the Lease pursuant to an amendment to this Lease. See Section 16.1(d).
(k)	Exhibit K.	Subordination, Nondisturbance and Attornment Agreement.
(l)	Exhibit L.	Prohibited Uses.

1.3 Memorandum of Lease. Neither Landlord nor Tenant shall record this Lease, but they shall execute and acknowledge a Memorandum of Lease simultaneously with their execution of this Lease. Landlord or Tenant shall be entitled to record such Memorandum of Lease against the Shopping Center after Landlord acquires fee simple title to the Shopping Center, provided that such Memorandum of Lease shall not contain any information related to the economic terms of this Lease. If it becomes necessary to revise such initial Memorandum of Lease after it is executed, Landlord and Tenant shall, within ten (10) days after request made by either party, execute, acknowledge and record an amended Memorandum of Lease. Upon termination of this Lease by expiration or otherwise, Landlord and Tenant shall execute, acknowledge and deliver the necessary documents to release of record any such Memorandum of Lease. Tenant shall be responsible for the payment of all transfer and/or recording taxes (or taxes of a similar nature) and fees that may be imposed by reason of this Lease or recordation of a Memorandum of Lease.

ARTICLE 2. PREMISES

2.1 Demised Premises.

(a) Subject to and with the benefit of the terms, covenants, conditions and provisions of this Lease, Landlord hereby demises and leases to Tenant, and Tenant hereby takes and leases from Landlord, the Demised Premises, to have and to hold during the Demised Term (as defined in Section 3.3), together with the use, in common with Landlord and other tenants of the Development, of the Common Area of the Development (as defined in Section 6.4), all improvements located or to be located thereon and all easements and other appurtenances benefiting the Development. From and after the date of this Lease, Landlord shall not (a) enter into any new, or (b) terminate or modify in any material respect any existing, easements, reciprocal easement agreements, subdivision plats, declarations, restrictive covenants, agreements or the like affecting or relating to the Development (individually, an "Agreement Affecting the Development") and collectively, "Agreements Affecting the Development") without Tenant's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed; provided, however, for purposes of this Section 2.1, the term Agreements Affecting the Development shall not include the initial Governmental Agreements

(as that term is defined in Section 16.4(e) below), the initial Third Party Governmental Agreements (as that term is defined in Section 16.4(f) below), or the PDP (as that term is defined in Section 16.1(b) below), the approval of which by Tenant shall be governed by Sections 16.1(b) and 16.1(e) below. However, once the Governmental Agreements, the Third Party Governmental Agreements, and the PDP have initially been approved by Tenant, any amendment to the Governmental Agreements, the Third Party Governmental Agreements, and/or the PDP shall be subject to Tenant's approval pursuant to this Section 2.1. It shall be reasonable for Tenant to withhold its consent if such new agreement, modifications or terminations would (i) adversely affect in any material respect the use of the Demised Premises or the rest of the Development (including, without limitation, the Common Area) by Tenant or its suppliers, employees, agents, customers, contractors, business invitees, subtenants, licensees and concessionaires (collectively, "Tenant's Invitees"), vehicular and/or pedestrian access to the Demised Premises, or the visibility of Tenant's storefront, (ii) be inconsistent with the rights and obligations of Landlord and Tenant under this Lease, (iii) increase the cost of Tenant's Work (as that term is defined in Exhibit E attached hereto), or (iv) increase Tenant's costs of operating its business in the Demised Premises.

(b) If Landlord does not receive Tenant's written objections to any proposed new, modified or terminated Agreement Affecting the Development within ten (10) business days after Tenant's receipt of Landlord's request for such approval (which request, to be valid, must be accompanied by a complete copy of the proposed new, modified or terminated Agreement Affecting the Development), Tenant's approval thereof shall be deemed granted if (1) Landlord delivers to Tenant a second request (the "Second Approval Request") for such approval at the expiration of such ten (10) business day period bearing the legend required below, and (2) Tenant fails within ten (10) business days after its receipt of the Second Approval Request to notify Landlord of Tenant's disapproval the proposed new, modified or terminated Agreement Affecting the Development, specifying in reasonable detail the bases for such disapproval. Any request for Tenant's approval pursuant to this Section 2.1(b) must contain the following legend at the top thereof in **BOLD AND ALL CAPITAL** letters (14 point type minimum): "**Note: Failure to respond to this notice by _____, 20_, [insert date that corresponds to ten (10) business day period] will constitute your approval of the proposed new, modified or terminated Agreement Affecting the Development described herein.**" Anything herein to the contrary notwithstanding, Second Approval Request that fails to contain such legend shall give rise to any deemed approval of any proposed new, modified or terminated Agreement Affecting the Development by Tenant notwithstanding that the Tenant may have failed to respond thereto within any applicable time period.

2.2 Site Plan, Common Area and Parking.

(a) Site Plan. From the date of this Lease until the expiration of the Demised Term, the Development as reflected on the Site Plan may not be modified in any respect except by a written agreement signed by both Landlord and Tenant acting in their sole discretion in accordance with Section 17.13 hereof. In the event any modification of the Development as reflected on the Site Plan is approved by the parties, Landlord shall reimburse Tenant for all reasonable costs (including, without limitation, real estate, legal, architectural, engineering, permitting and construction fees and expenses) Tenant incurs to accommodate such modification of the Development.

(b) Common Area. Throughout the Demised Term, Tenant and Tenant's Invitees shall have the non-exclusive right to use the Common Area in common with Landlord and other tenants of the Development. Landlord shall not grant the right to use the Common Area to any party other than tenants of the Development, their customers, employees, business invitees and suppliers, except that Landlord may grant the owners, tenants and occupants of Outlots C and D, and their respective customers, employees, business invitees and suppliers, a right of vehicular and pedestrian access across the Common Area for purposes of access to adjacent public streets as well as rights for drainage and to use any facilities for utilities, water, sewer and storm water, located in, under, over or upon the Common Area. Landlord may not grant the owners, tenants and occupants of Outlots C and D any right to park in the Common Area.

(c) No Build Area; Building Sites - General. All portions of the Development located outside of the building envelopes depicted on the Site Plan are referred to herein as the "No Build Area". Any portions of the Development located within the building envelopes depicted on the Site Plan on which buildings are not initially constructed are referred to herein as "Building Sites", with the understanding that the size and placement of the buildings on the Site Plan may change, as a consequence, as the same may be set forth in the PDP.

(d) No Build Area; Building Sites; Height Restrictions - Outlot C and Outlot D.

(i) No buildings constructed on Outlots C or D identified on the Site Plan may exceed twenty-five feet (25') in height, inclusive of architectural features.

(ii) Outlot C shall not be considered a No Build Area; provided further, however, that (A) once a building envelope has been depicted on Outlot C, the area outside of the building envelope shall be a No Build Area, (B) no building constructed on Outlot C may exceed 3,000 square feet, (iii) if the building constructed on Outlot C is used as a restaurant or other food use, Outlot C must have sufficient parking to provide a parking ratio of not fewer than five (5) parking spaces for each 1,000 square feet of the building constructed on Outlot C, and (iv) if the building constructed on Outlot C is used for any purpose other than as a restaurant or other food use, Outlot C must have sufficient parking to provide a parking ratio of not fewer than four (4) parking spaces for each 1,000 square feet of the building constructed on Outlot C. That portion of Outlot C located within the building envelope established for Outlot C on which a building is not initially constructed is referred to herein as a "Building Site".

(iii) Outlot D shall not be considered a No Build Area; provided further, however, that (A) once the building envelope has been depicted on Outlot D, the area outside of the building envelope shall be a No Build Area, (B) no building constructed on Outlot D may exceed 5,000 square feet, (iii) if the building constructed on Outlot D is used as a restaurant or other food use, Outlot D must have sufficient parking to provide a parking ratio of not fewer than five (5) parking spaces for each 1,000 square feet of the building constructed on Outlot D, and (iv) if the building constructed on Outlot D is used for any purpose other than as a restaurant or other food use, Outlot D must have sufficient parking to provide a parking ratio of not fewer than four (4) parking spaces for each 1,000 square feet of the building constructed on

Outlot D. That portion of Outlot D located within the building envelope established for Outlot D on which a building is not initially constructed is referred to herein as a “Building Site”.

(iv) For purposes of this Section 2.2(d) and Sections 7.1(b) through 7.1(d) below, the term “food use” means any use involving the sale of food or beverages for on or off premises consumption.

(e) No Build Area and Building Sites – Use Restrictions.

(i) The Building Sites shall either be landscaped, paved for parking use or have buildings constructed on them. Landlord shall not authorize or permit the erection or placement of any buildings, structures, kiosks, food facilities, signs (other than necessary traffic and directional signs), or other improvements, except as depicted on the Site Plan or as permitted by the PDP, in the No Build Area located in the Development (but not including the No Build Area located on Outlot C or Outlot D). Landlord shall not authorize or permit the erection or placement of any buildings or structures, other than those structures such as signage, drive-through, enclosed refuse area, play lot, patios and other typical site improvements, as well as structures common to a McDonald’s or similar fast food operation stores located on shopping center outlots and similar structures that might be appurtenant to the building to be located on Outlot C and any structures permitted by the PDP (collectively, the “Permitted Outlot Structures”), in the No Build Area located on Outlot C or Outlot D.

(ii) Except as depicted on the Site Plan or as permitted by the PDP, Landlord shall not permit the No Build Area located in the Development (but not including the No Build Area located on Outlot C or Outlot D) or any Building Sites located in the Development (but not including the Building Sites located on Outlot C or Outlot D) to be used for (i) valet parking, (ii) parking of commercial vehicles (except within designated loading docks and/or receiving areas), (iii) except as permitted by Section 2.3 below, storage of any vehicles, equipment or materials, (iv) except for Tenant’s use of the Sidewalk Area permitted under Section 2.7 below, for Sponsored Events permitted under Section 2.8 below, and for Tenant’s Food Truck described in Section 2.9 below, promotions, sales of merchandise or services, exhibits, carnivals, shows, rides, displays, or the like; or (v) any other use that would (A) adversely affect in any material respect the use of the Demised Premises or the rest of the Development (including, without limitation, the Common Area) by Tenant or Tenant’s Invitees, vehicular and/or pedestrian access to the Demised Premises, or the visibility of Tenant’s storefront, (B) be inconsistent with the rights and obligations of Landlord and Tenant under this Lease, (C) increase the cost of Tenant’s Work (as that term is defined in Exhibit E attached hereto), (D) increase Tenant’s costs of operating its business in the Demised Premises, or (E) reduce Tenant’s Gross Sales.

(iii) With the exceptions of the Permitted Outlot Structures set forth in Section 2.2(e)(i) above, Landlord shall not permit the No Build Area located on Outlot C or Outlot D to be used for any use that would (A) adversely affect in any material respect the use of the Demised Premises or the rest of the Development (including, without limitation, the Common Area) by Tenant or Tenant’s Invitees, vehicular and/or pedestrian access to the Demised Premises, or the visibility of Tenant’s storefront, (B) be inconsistent with the rights and obligations of Landlord and Tenant under this Lease, (C) increase the cost of Tenant’s Work (as

that term is defined in Exhibit E attached hereto), (D) increase Tenant's costs of operating its business in the Demised Premises, or (E) reduce Tenant's Gross Sales.

(f) Parking Requirements. Landlord covenants to Tenant that throughout the Demised Term the Development shall contain the greater of:

- (i) the number of parking spaces set forth in Section 1.1(b) hereof, or
- (ii) the number of parking spaces required by applicable Laws,

at least seventy-five percent (75%) of which shall be at least nine (9) feet in width (i.e., 25% of the parking spaces in the Development may be compact spaces that are eight feet six inches (8'6" in width) and shall be surface parking spaces on a hard paved surface, fully lighted and in compliance with applicable Laws.

(g) Development Parking Areas. The location and configuration of the parking spaces in the Development shall be as shown on the Site Plan. No charge shall be made for the parking of vehicles in the Development.

(h) Adjacent Parking Area. That portion of the Common Area labeled on the Site Plan as the "Adjacent Parking Area" is referred to herein as the "Adjacent Parking Area". That portion of the Adjacent Parking Area located within the Adjacent Parking Area and labeled on the Site Plan as "WFM Exclusive Parking" is referred to herein as the "WFM Reserved Parking Area".

(i) Shopping Cart Corrals. Tenant may install, at Tenant's sole cost and expense, a shopping cart corral system selected or designed by Tenant within the Adjacent Parking Area in locations selected by Tenant. Tenant also shall be allowed to store carts outside the Demised Premises in an area designated by Tenant. Any parking spaces used for cart corrals shall be counted for purposes of the required parking in the Development, the Adjacent Parking Area and the WFM Reserved Parking Area; provided, however, that Tenant shall not create cart corrals using parking spaces if doing so would violate any parking space covenant in the PDP or the Redevelopment Agreement for the Development (the "RDA"), nor shall the creation of corrals increase the number of parking spaces Landlord is to provide in the Adjacent Parking Area, which shall be ninety (90).

(ii) Parking Time Limit. Tenant shall have the right at any time and from time to time, at Tenant's sole cost and expense, to limit parking in the Adjacent Parking Area to a maximum period of time per day designated by Tenant from time to time, to provide appropriate signage in the Adjacent Parking Area indicating the maximum period of time that parking is allowed and to monitor and enforce any such limit on parking. Tenant shall have the right, at Tenant's cost and expense, to monitor and enforce such limit on parking in the Adjacent Parking Area, including without limitation, the right to have violating cars towed. Tenant shall indemnify, defend, protect and hold harmless Landlord from any damages, claims, liabilities, costs and expenses (including attorneys' fees) arising from Tenant's exercise of its right to tow cars.

(iii) Reserved Parking. The WFM Reserved Parking Area shall be reserved for the exclusive use of Tenant and Tenant's Invitees. Landlord, at its cost as part of Landlord's Work (as that term is defined in Exhibit E), shall install and maintain signage in the WFM Reserved Parking Area indicating that parking in the WFM Reserved Parking Area is reserved for the exclusive use of Tenant and Tenant's Invitees. Tenant shall have the right, at Tenant's cost and expense, to monitor and enforce Tenant's exclusive use of the WFM Reserved Parking Area, including without limitation, the right to have violating cars towed. Tenant shall indemnify, defend, protect and hold harmless Landlord from any damages, claims, liabilities, costs and expenses (including attorneys' fees) arising from Tenant's exercise of its right to tow cars.

(iv) Green Mission Related Parking. Tenant, at Tenant's sole cost and expense, may designate (A) up to eight (8) parking spaces within the WFM Reserved Parking Area as "Car and Van Pool Parking" reserved parking for vehicles participating in car and van pooling, (B) up to nine (9) parking spaces within the WFM Reserved Parking Area as "LEV Parking" reserved parking for low emission vehicles, and (C) up to two (2) parking spaces within the WFM Reserved Parking Area as "Electric Car Charging Stations" for use as electric car charging stations. Any parking spaces used for the purposes described in this Section 2.2(h)(iv) shall be counted for purposes of the required parking in the Development, the Adjacent Parking Area and the WFM Reserved Parking Area and shall not increase the number of parking spaces Landlord is to provide in the Adjacent Parking Area, which shall be ninety (90).

(v) No Preferential Parking. Except for handicapped parking spaces required by applicable Laws and for the designation of Tenant's green mission related parking spaces, Landlord shall not be permitted to further designate any additional parking spaces within the Development as reserved, allocated or preferred for any category of person or vehicle.

(i) Employee Parking. Landlord shall include in the lease of each other tenant in the Shopping Center a prohibition on such tenant's employees' parking in the Adjacent Parking Area. If within one (1) week after Tenant provides written notice to Landlord that employees of other tenants in the Shopping Center are parking in the Adjacent Parking Area, Landlord fails to enforce such prohibition, Tenant shall have the right, at Landlord's cost and expense, to monitor and enforce such prohibition, including without limitation, the right to have violating cars towed. Tenant shall indemnify, defend, protect and hold harmless Landlord from any damages, claims, liabilities, costs and expenses (including attorneys' fees) arising from Tenant's exercise of its right to tow cars. Tenant's employees shall be permitted to park in the Development free of charge.

2.3 Loading Facilities. Tenant shall have the exclusive right to utilize the loading facilities serving the Demised Premises (shown on the Site Plan) on a "24 hour a day", "365 days a year" basis. In addition, Tenant shall have the right to park one (1) 53 foot storage trailer in the location identified on the Site Plan as "Trailer Parking" without charge for use by Tenant as additional storage. Any parking spaces used for the purposes described in this Section 2.3 shall be counted for purposes of the required parking in the Development, the Adjacent Parking Area and the WFM Reserved Parking Area and shall not increase the number of parking spaces Landlord is to provide in the Adjacent Parking Area, which shall be ninety (90).

2.4 Roof. Subject to Tenant's compliance with applicable Laws, Tenant shall have the exclusive right to utilize the roof of the Demised Premises and shall have access to the roof on a 24 hour a day, 7 days a week basis. Such use may include, without limitation, the installation on the roof of such equipment, satellite dishes, solar panels (or other alternative energy systems), and the like as Tenant deems necessary or desirable to install on the roof. Landlord shall not place any signs, antennae or other structures or equipment on the roof of the Demised Premises. Tenant shall be responsible for (i) the cost of any repair of any damage caused to the roof of the Demised Premises caused by the installation, maintenance, repair or operation of Tenant's equipment on the roof of the Demised Premises and Tenant's and/or Tenant's employees', agents' or contractors' access to the roof, and (ii) and the cost of restoration of the roof to the condition in which it existed immediately prior to the occurrence of such damage (which repair and restoration Tenant shall cause to be performed by Landlord's roofing contractor to avoid the voiding of Landlord's roof warranty).

2.5 Temporary Office Trailer. For the period commencing six (6) months prior to the date Tenant anticipates opening for business in the Demised Premises (as determined by Tenant) and ending when Tenant opens for business in the Demised Premises, Tenant shall have the right to park a trailer in the location shown on the Site Plan (or to the extent such location is not shown on the Site Plan, in a location which is reasonably acceptable to Landlord and Tenant) and to use adequate parking in the Development for Tenant's employees working in such trailer without charge for use by Tenant in the conduct of its pre-opening operations.

2.6 Limitations on Access to Development. In order to preserve the business environment that Tenant desires and the shopping experience that Tenant's customers demand, Tenant must ensure its ability to avoid trespassers on, and to ensure the peaceful nature of, the Common Area of the Development. To that end, Landlord hereby appoints Tenant as its lawful agent and authorizes Tenant to act with full authority on behalf of Landlord to take any and all lawful actions to remove from the Common Area of the Development any person or group of persons who is engaged in any activity (including, but not limited to, picketing, leafleting, handbilling or soliciting) that is taking place within the Development (rather than on public property, such as public sidewalks and streets) that Tenant determines to be interfering with, obstructing, disrupting, or otherwise limiting Tenant's store operations or access to the Demised Premises or the Common Area of the Development. Tenant agrees to indemnify, hold harmless and defend Landlord from and against any and all claims, lawsuits or other legal actions brought against Landlord that arise out of any actions taken by Tenant pursuant to the authority granted to it by Landlord in this paragraph.

2.7 Sidewalk Use. Subject to Tenant's compliance with applicable Laws, Tenant shall have the right to use the portions of the sidewalks adjacent to the Demised Premises as depicted on the Site Plan (the "Sidewalk Area") for free standing signs, the display of merchandise, food presentations, special events, marketing, and the provision of outdoor seating (with tables); provided, however, (a) such use shall be subject to all applicable Laws, (b) Tenant shall keep the Sidewalk Area passable for pedestrians, (c) Tenant shall keep the Sidewalk Area clean and free from litter, (d) all displays shall be maintained in a neat, clean and orderly condition; and (e) at the close of each day, Tenant will remove from the Sidewalk Area all refuse, trash, and rubbish. Tenant agrees that the liability insurance and indemnity provisions of

this Lease shall apply with the same force and effect to the Sidewalk Area as they apply to the Demised Premises and the conduct of Tenant's business therein.

2.8 Farmers Markets, Festivals and Events. Subject to Tenant's compliance with applicable Laws, Tenant shall have the right to use the WFM Reserved Parking Area for farmers markets, charitable events, and/or other festivals and events sponsored by Tenant (such as, without limitation, health fairs and customer appreciation events) (individually and collectively, "Sponsored Events"). Tenant agrees that during any Sponsored Event, the liability insurance and indemnity provisions of this Lease shall apply with the same force and effect to the Permitted Event Area and the Sponsored Event as they apply to the Demised Premises and the conduct of Tenant's business therein.

2.9 Food and Beverage Truck. Subject to applicable Laws, Tenant shall have the right to park a food and beverage truck in the WFM Reserved Parking Area and to sell food and beverages (including, without limitation, tacos, hamburgers, and barbecue) out of such truck. All sales by Tenant from such food truck shall be included in Gross Sales for all purposes of this Lease.

2.10 Minimize Impact on Other Tenants. Tenant acknowledges and agrees that in engaging in any activity provided for in Sections 2.7, 2.8, and 2.9, above, Tenant will take commercially reasonable steps to minimize any interference with other tenants' operations at the Shopping Center.

2.11 Solar Photovoltaic System. Subject to applicable Laws and the requirements of Exhibit E attached hereto, throughout the Demised Term Tenant and Tenant's solar contractors or agents ("Solar Agents") shall have a right to access and to operate, including by way of description and not by way of limitation, connect, install, maintain, repair, renovate and remove ("operate" or "operation" as context requires) a solar photovoltaic or similar solar energy system and related equipment, appurtenances and wiring (the "Solar System") on the roof of the Building, and if required, a space on the ground adjacent to the Building. The Solar System will be connected to the electrical/mechanical system of the Building as a supplemental source of electrical power to the Demised Premises. Tenant or its Solar Agents may remove the Solar System upon the expiration or any earlier termination of this Lease, and Tenant or its Solar Agents shall repair all damage caused by such removal. Tenant or its Solar Agents shall (i) obtain all permits and approvals necessary to operate the Solar System from the applicable governmental authorities, (ii) operate the same in accordance with all applicable Laws and regulations, and (iii) pay all costs (including taxes, fees and utility charges) in connection with such permits and approvals and the operation of the Solar System. Tenant shall defend, indemnify and save harmless Landlord, its agents and employees, from and against all costs for property damage arising solely out of the operation of the Solar System. Landlord acknowledges that Solar Agents' lender(s) or Solar System lessor ("Solar Lender") may provide funds to the Solar Agent to finance the operation of the Solar System, and the Solar System, however attached to or incorporated in the Building, shall remain the property of the Solar Agent. Part of the collateral securing such financing is the granting of a first priority security interest (the "Security Interest") in the Solar System to Solar Lender, to be perfected by the filing of a Financing Statement (Form UCC-1) under the Uniform Commercial Code. The Security Interest will cover the Solar System as personal property only, and not as a fixture upon the Building or

the Development. Landlord hereby acknowledges and confirms that the Solar System shall be and remain at all times Solar Agent's personal property for which Landlord disclaims and releases any lien of Landlord in or to the Solar System as a fixture or otherwise, and Landlord understands and accepts that Solar Lender has a Security Interest as collateral for its financing of the Solar System. Landlord disclaims any right to receive any and all savings, subsidies, credits, renewable energy credits, allowances, rebates, rent increases or other incentives based upon the operation of the Solar System.

ARTICLE 3. TERMS AND EXTENSIONS

3.1 Original Term. The "Original Term" of this Lease shall begin on the Rent Commencement Date (as defined in Section 5.1) and extend the number of Lease Years set forth in Section 1.1(c) hereof.

3.2 Extensions.

(a) Extension Options. Landlord grants to Tenant options ("Extension Option(s)") to extend the Original Term for the number of additional extension terms ("Extension Term(s)") and years as set forth in Section 1.1(d) hereof, on the same terms and conditions as herein set forth (including, without limitation, Section 4.2 with respect to Base Rent) except that there shall be no further Extension Option to extend beyond the last Extension Term. Notwithstanding anything herein to the contrary, Tenant's right to exercise any Extension Option is conditioned on there not being an outstanding Event of Default (as defined in Section 10.1 below) at the time that Tenant exercises such Extension Option. The terms and conditions of this Lease shall remain unchanged during all Extension Terms, except that the Base Rent payable during each Extension Term shall be as specified in Section 4.2 below and Tenant's Fixed Reimbursement amount shall be as specified in Section 6.4(e) below.

(b) Exercise of Extension Options. Should Tenant elect to exercise any Extension Option, it shall do so by written notice to Landlord given by the later to occur of (i) the date that is twelve (12) months before the expiration of the Original Term or Extension Term then in effect, as applicable (the "Initial Exercise Deadline"), or (ii) if Tenant has not exercised its Extension Option by the Initial Exercise Deadline, the date (the "Final Exercise Deadline") that is one (1) month following written notice from Landlord to Tenant (the "Extension Reminder Notice") stating that if Tenant fails to renew within one (1) month of such notice, then such failure shall be deemed to waive Tenant's Extension Options. Tenant shall be deemed to have waived its Extension Option only if Tenant fails to exercise such Extension Option by the later of the Initial Exercise Deadline and the Final Exercise Deadline. Anything in this Lease to the contrary notwithstanding, if Tenant fails to exercise an Extension Option by the Initial Exercise Deadline, and if Landlord fails to give Tenant the Extension Reminder Notice by the date that is one (1) month before the expiration of the Original Term or Extension Term then in effect, as applicable, then the Original Term or Extension Term then in effect, as applicable, shall be automatically extended until the date that is one (1) month after the date on which Landlord gives Tenant the Extension Reminder Notice. In no event shall Landlord be liable to Tenant for any damages, costs or expenses incurred by Tenant for any failure by Landlord to provide notice as provided for herein.

3.3 Demised Term. The Original Term and any Extension Terms for which an Extension Option is exercised by Tenant are collectively referred to in this Lease as the "Demised Term".

3.4 Holding Over. If Tenant remains in possession of the Demised Premises after the expiration of the Demised Term, it shall be deemed to be occupying the Demised Premises as a tenant from month to month at 125% of the Base Rent payable during the last month of the Demised Term and 100% of the Additional Rent payable hereunder during the hold over period (prorated and paid on a monthly basis), subject to all conditions, provisions and obligations of this Lease insofar as the same are applicable to a month-to-month tenancy.

3.5 Lease Year. The term "Lease Year" shall mean a period of twelve (12) consecutive calendar months, the first Lease Year to commence on (i) the Rent Commencement Date, if the Rent Commencement Date is the first day of a calendar month, or (ii) the first day of the calendar month following the Rent Commencement Date, if the Rent Commencement Date is not the first day of a calendar month. The portion of the Original Term following the Rent Commencement Date and prior to the first Lease Year shall be treated for all purposes hereunder as part of the first Lease Year.

ARTICLE 4. RENT

4.1 Base Rent.

(a) General. Commencing on the Rent Commencement Date, Tenant shall pay to Landlord, without any prior demand therefor and, except as may be otherwise expressly set forth herein, without offset or abatement, throughout the Demised Term, the amount set forth in Sections 1.1(e) and 4.2 hereof (the "Base Rent"), payable in advance in equal monthly installments on the first day of each full month of the Demised Term. If the Rent Commencement Date is not the first day of a calendar month, Tenant shall, on the first day of the calendar month immediately following the Rent Commencement Date, pay Landlord with the first full monthly payment an amount equal to the pro rata portion of Base Rent for the number of days from the Rent Commencement Date to the end of such fractional month. Base Rent for any fractional month at the end of the Demised Term shall also be prorated. Prorations for any fractional month shall be made on the basis of a 365-day year and the actual number of days in such fractional month.

(b) On-Going Co-Tenancy Requirement. Notwithstanding any provision to the contrary contained in this Lease, if one (1) year after the Rent Commencement Date or at any time thereafter during the Original Term more than forty percent (40%) of the Rentable Area of the Development (as shown on the Site Plan) (excluding the Demised Premises) is not constructed, leased and open for business by retail tenants for a period of twelve (12) consecutive months (a "Low Occupancy Period"), then from and after the expiration of such twelve (12) consecutive month period until such time that at least forty percent (40%) of the Development (excluding the Demised Premises) is constructed and leased, occupied and open for business by retail tenants, the Base Rent payable by Tenant under this Lease shall equal the lesser of (i) fifty percent (50%) of Base Rent, or (ii) one percent (1%) of Gross Sales, and during such period Tenant shall not be obligated to pay Percentage Rent. Anything in this Lease to the contrary

notwithstanding, neither the Applicable Grace Period under Section 10.3 hereof nor any other provision of this Lease shall apply to extend any of the time periods provided for in this Section 4.1(b). Notwithstanding anything herein to the contrary, the provisions of this Section 4.1(b) shall not apply during any Extension Term.

(c) Retail Tenant.

(i) For purposes of Section 4.1(b) above and Section 5.2(a)(ii) below, the term "retail tenant" shall include restaurants and banks.

(ii) In addition, for purposes of Section 4.1(b) above and Section 5.2(a)(ii) below, the term "retail tenant" shall also include office uses, insurance companies, travel agents, brokerage firms, medical clinics and other similar service businesses occupying premises within the Development; provided, however, the Rentable Area occupied by a single medical clinic of up to 12,500 square feet may be counted as being occupied by a "retail tenant". To the extent the Rentable Area occupied by such medical clinic exceeds 12,500 square feet of Rentable Area, such excess Rentable Area shall not be counted as occupied by a "retail tenant" for purposes of Section 4.1(b) above and Section 5.2(a)(ii) below.

4.2 Base Rent Adjustments. The Base Rent shall be increased, but not decreased, during the Demised Term in accordance with the following schedule:

(a) During Lease Years 6 through 10, the annual Base Rent shall be \$5.25, multiplied by the Rentable Area of the Demised Premises.

(b) During Lease Years 11 through 15, the annual Base Rent shall be \$5.78, multiplied by the Rentable Area of the Demised Premises.

(c) During the First Extension Term, the annual Base Rent shall be \$6.35, multiplied by the Rentable Area of the Demised Premises.

(d) During the Second Extension Term, the annual Base Rent shall be \$6.99, multiplied by the Rentable Area of the Demised Premises.

(e) During the Third Extension Term, the annual Base Rent shall be \$7.69, multiplied by the Rentable Area of the Demised Premises.

4.3 Rent Abatement Due to Interference with Tenant.

(a) If (i) an interruption of any utility service to the Demised Premises occurs, or (ii) access to or use of the Demised Premises (including access to and/or use of the service areas serving the Demised Premises) is impaired in any material respect, or (iii) access to or use of the Development (including the Common Area or any portion of the Adjacent Parking Area) is impaired in any material respect (each, an "Interfering Condition"), and in any of such cases the Interfering Condition is caused by Landlord or persons directly subject to Landlord's control, then Tenant shall have the rights set forth below.

(b) Interfering Conditions Caused by Landlord. If the Interfering Condition was caused by Landlord or persons directly subject to Landlord's control and such Interfering Condition persists for more than forty-eight (48) hours after Tenant gives Landlord notice (notice by telephone shall be sufficient for this purpose) of such Interfering Condition, then in addition to Tenant's other rights under this Lease (including, without limitation, Tenant's right to damages and to exercise its self help remedies under Section 10.4 below), Tenant shall have the right, upon written notice to Landlord, to abate Base Rent in the manner hereinafter provided:

(A) If Tenant continues operating in the Demised Premises while such Interfering Condition persists, Tenant shall have the right to abate Base Rent hereunder to fifty percent (50%) of Base Rent otherwise payable hereunder during the period such Interfering Condition persists.

(B) If Tenant does not continue operating in the Demised Premises while such Interfering Condition persists, Tenant shall have the right to abate Base Rent entirely during the period such Interfering Condition persists; provided, however, notwithstanding the foregoing, if Tenant reasonably could have continued operating in the Demised Premises notwithstanding the existence of such Interfering Condition, then Tenant shall only have the right to abate its Base Rent to an amount equal to fifty percent (50%) of the Base Rent otherwise payable hereunder.

(c) Tenant Right to Terminate Lease. If the Interfering Condition is caused by Landlord or persons subject to Landlord's control, such Interfering Condition continues for more than four (4) months, and during such four (4) month period Tenant is not operating in a material portion of the Demised Premises, Tenant may elect, by written notice to Landlord, to terminate this Lease.

(d) No Extension of Time Periods. Anything in this Lease to the contrary notwithstanding, neither the Applicable Grace Period under Section 10.3 hereof nor any other provision of this Lease shall apply to extend any of the time periods provided for in Section 4.3(c).

4.4 Percentage Rent. Tenant shall pay to Landlord, without any prior demand therefor and, except as may be otherwise expressly set forth herein, without offset or abatement, percentage rental (the "Percentage Rent"), if any, that may accrue during the Demised Term. The Percentage Rent payable shall be the amount determined in accordance with Section 1.1(f) hereof. Within two (2) months after the end of each calendar year (or where applicable, portion of such year), Tenant shall furnish Landlord a report of Gross Sales for such year (the "Annual Report"), certified by Tenant, and accompanied by the annual payment of any Percentage Rent due for such year (or where applicable, portion of such year). Tenant has not and does not make any representation or warranty as to the amount of Gross Sales which are anticipated from the Demised Premises. Landlord covenants that it will keep confidential any information concerning Tenant's business and affairs that Landlord may receive pursuant to this Lease and will not disclose any such information to the public or any competitor of Tenant; provided, however, Landlord may disclose such information as necessary in litigation between Landlord and Tenant or as required by Law or to Landlord's attorneys, accountants, existing or prospective bona fide

lenders, and prospective bona fide purchasers of the Development. Any unauthorized use or disclosure of such information will cause serious injury and harm and is strictly prohibited.

4.5 Gross Sales. The term "Gross Sales" as used herein shall mean the entire amount of the actual receipts, whether cash or otherwise, from the Permitted Use, which shall include, but not be limited to, those items set forth in Section 7.1(a)(i) and (ii), and all sales of food, beverages, merchandise, or services made from the Demised Premises and/or from the food truck referenced in Section 2.9 above. Notwithstanding the foregoing, Gross Sales shall not include (or if included there shall be deducted, but only to the extent previously included) the amount of (i) customer and employee discounts; (ii) bottle refunds, trading stamps and all trade or discount coupons; (iii) returns to shippers, suppliers, purveyors or manufacturers; (iv) any cash or credit refunds, uncollectible credit card charges, bank charge backs for counterfeit currency or nonnegotiable checks, or any sale made where the merchandise sold or some part thereof is thereafter returned by the purchaser and accepted by Tenant; (v) automated teller machine proceeds and receipts for the cashing of checks or negotiable instruments; (vi) sale of incidental services (e.g. massages and facials) provided to customers by unaffiliated licensees or concessionaires of Tenant but only to the extent that such licensees or concessionaires retain the proceeds of such sale; (vii) sales of Tenant's furniture or trade fixtures not in the ordinary course of business; (viii) any interest, delivery or service charges received with respect to sales of merchandise or service; (ix) sales taxes, based upon present or future Laws, collected directly from customers by Tenant, and any other tax, excise or duty which is levied or assessed against Tenant by any governmental authority based on sales of specific merchandise sold on, or the privilege or license to sell or distribute specific merchandise from the Demised Premises, whether or not the amount thereof is passed on to or collected by Tenant from any purchaser thereof; (x) lottery ticket sales and other ticket sales, except to the extent of the amount of commissions received thereon; (xi) receipts from ATMs, vending machines and public telephones; (xii) direct expenses of credit card and debit card sales paid by Tenant to the issuers of such cards; (xiii) sales discounts or donations to nonprofit, charitable or religious organizations; (xiv) wholesale and/or bulk sales of food or services to other grocery stores operated by Tenant or an affiliate of Tenant; (xv) transfers by Tenant from the Demised Premises to another place of business owned or operated by Tenant (where such transfers are made solely for the convenient operation of Tenant's business and not for the purpose of consummating a sale which has theretofore been made in, on or from the Demised Premises or for the purpose of depriving Landlord of the benefit of a sale which otherwise would be made in, on or from the Demised Premises); (xvi) refundable deposits made by customers upon returnable containers; or (xvii) sale of banana boxes, merchandise crates and containers and waste suet, bones, fat, meat scraps and meat and produce offal and other similar items, where such sales are made to commercial users, as distinguished from retail customers. Each charge or sale upon installment or credit shall be treated as a sale for the full price in the month during which such charge or sale shall be made (and the direct expenses of such credit card sales shall be deducted in such month), regardless of the time when Tenant shall receive payment (whether full or partial) therefor. As used in this Section, the term "Tenant" shall include any subsidiary, subtenant, concessionaire or licensee of Tenant conducting business at the Demised Premises with Tenant's approval.

4.6 Statements of and Accounting for Gross Sales. For a period of two (2) years after the applicable Annual Report is submitted to Landlord, Tenant shall make available at its principal corporate headquarters located in the Chicago metropolitan area, true and accurate

records of Tenant's Gross Sales for the period covered by such Annual Report. Tenant's records shall be sufficient to permit an audit of Tenant's Gross Sales to be conducted in accordance with generally accepted accounting principles and auditing practices. Tenant shall not, however, be required to retain cash register tapes or other evidence of individual sales.

4.7 Audit. During the two (2) years after an Annual Report is submitted to Landlord, Landlord may, upon ten (10) days' prior written notice to Tenant, audit Tenant's records of Gross Sales on one (1) occasion for the period covered by such Annual Report. If the audit shows that Tenant paid less Percentage Rent than was actually due, Tenant shall pay the amount of the deficiency to Landlord within one (1) month after Tenant's receipt of such audit. If the audit shows that Tenant paid more Percentage Rent than was actually due, Landlord shall, at Tenant's election, pay said excess to Tenant within one (1) month after completion of such audit or Tenant may deduct such excess from the next due payment(s) of rent. If such audit shows that such Annual Report contains an understatement of Gross Sales made during the period covered by such Annual Report resulting in an underpayment of Percentage Rent in excess of three percent (3%), then the reasonable third party fees and expenses actually incurred by Landlord in conducting such audit shall be paid by Tenant; otherwise, such fees and expenses shall be paid by Landlord. If Tenant protests the conclusions of such audit, Tenant may contest Landlord's determination by giving Landlord written notice within one (1) month following Tenant's receipt of the audit report.

4.8 Payments. Tenant shall pay Base Rent, Percentage Rent, and Additional Rent (collectively, "Rent") electronically by ACH or wire transfer. Landlord shall provide Tenant with Landlord's bank account and other information required by Tenant in order for Tenant to pay Rent electronically.

4.9 Additional Rent. All charges payable hereunder by Tenant on account of Real Estate Taxes, Tenant's Fixed Reimbursement Amount, Non-Capped Common Area Expenses, or otherwise (collectively, "Additional Rent"), whether or not denominated herein as rent or as additional rent, shall be considered to be rent for all purposes under this Lease.

4.10 No Other Amounts Due. No rent or other charges shall be payable by Tenant under this Lease unless such rent or other charges are expressly provided for in this Lease.

ARTICLE 5. RENT COMMENCEMENT DATE

5.1 Rent Commencement Date.

(a) Determination of Rent Commencement Date. Subject to the terms and conditions contained herein, this Lease shall be effective on the date hereof, but the Demised Term shall not commence until the earlier of the following dates (the "Rent Commencement Date"):

(i) the date on which Tenant opens the Demised Premises for business with the public; or

(ii) the date (the "Calculated Date") which is the number of months in Tenant's Buildout Period (as set forth in Section 1.1(g) above) following the later to occur of the following dates:

- (A) the Landlord Work Completion Date (as defined in Section 5.2(c) below), and
- (B) the Earliest Possible Landlord Work Completion Date (as defined in Section 1.1(h) above).

Notwithstanding the foregoing, however, if the Calculated Date falls on or after November 15 and on or before January 15 of any year, then the Calculated Date shall be deemed to be the next ensuing January 16.

(b) Extension of Tenant's Buildout Period.

(i) Force Majeure Events; Landlord Delay. Tenant's Buildout Period shall be extended one (1) calendar day for each calendar day of delay caused by Force Majeure Events (as that term is defined in Section 17.9 of this Lease) and one (1) calendar day for each calendar day of Landlord Delay (as defined in Section 5.2(m) below).

(ii) Holiday Period. If any portion of Tenant's Buildout Period falls within the Holiday Period (as hereinafter defined), then Tenant's Buildout Period shall be extended one (1) calendar day for each calendar day in Tenant's Buildout Period that falls within the Holiday Period and on which Tenant is unable to conduct Tenant's Work; provided, however, in no event shall the extension of Tenant's Buildout Period due to Tenant's Buildout Period falling within the Holiday Period exceed twenty-one (21) calendar days. For purposes hereof, the term "Holiday Period" means the period commencing on (and including) the Monday immediately preceding Thanksgiving Day of any year and ending on (and including) the first business day following the subsequent New Year's Day.

(c) Delay of Rent Commencement Date. Notwithstanding anything to the contrary contained herein, the Rent Commencement Date shall not occur (notwithstanding that Tenant may have opened for business), Gross Sales shall not be accounted, and Tenant shall not be required to pay any Base Rent or Additional Rent (nor shall the same accrue) until Landlord's Common Area improvements are substantially completed and are available for use by Tenant and Tenant's Invitees.

5.2 Tender Provisions.

(a) Initial Co-Tenancy Satisfaction Date. As used in this Lease the term "Initial Co-Tenancy Satisfaction Date" means the date on which each of the following conditions has been met:

(i) Construction of Building E shown on the Site Plan is underway with a projected completion date that is not later than four (4) months after the Landlord Work Completion Date; and

(ii) Landlord certifies to Tenant in writing that Landlord has entered into signed leases with third party, retail tenants (as that term is defined in Section 4.1(c) above) for at least forty percent (40%) of the total Rentable Area of Building E, which leases obligate such tenants to open within twelve (12) months after Tenant opens for business in the Demised Premises.

(b) Landlord Work Completion Date. The "Landlord Work Completion Date" shall be deemed to be the day following the day on which all of the following conditions (the "Landlord Work Completion Date Conditions") shall have occurred:

(i) The Initial Co-Tenancy Satisfaction Date has occurred.

(ii) Landlord has given Tenant a valid Estimated Landlord Work Completion Date Notice (as that term is defined in Section 5.2(c) below) that establishes an Estimated Landlord Work Completion Date that complies with the time and other requirements of Section 5.2(c), and the Estimated Landlord Work Completion Date specified in the Estimated Landlord Work Completion Date Notice has occurred (or will occur concurrently with the Landlord Work Completion Date).

(iii) In addition to a valid Estimated Landlord Work Completion Date Notice that complies with the time and other requirements of Section 5.2(c), Landlord has given Tenant a Final Landlord Work Completion Date Notice (as that term is defined in Section 5.2(d) below) that complies with the time and other requirements of Section 5.2(d).

(iv) The Demised Premises shall be water-tight, free of Hazardous Substances, free and clear of all prior tenancies, tenants and occupants, and in a good, structurally sound condition, with all of Landlord's Work (as that term is defined in Exhibit E attached hereto) pertaining to the Building Shell (as that term is defined in Exhibit E attached hereto) completed in accordance with Exhibit E (except for minor punch list items that do not affect Tenant's Work), which completion shall be evidenced by a written certification by Landlord's architect to Tenant.

(v) Landlord shall have obtained (and delivered copies thereof to Tenant, upon request) all Landlord's Permits (as hereinafter defined). For purposes hereof, the term "Landlord's Permits" means all permits and approvals required from all applicable governmental authorities to enable Landlord to complete Landlord's Work, including, without limitation, zoning and building code approvals, environmental approvals, and a temporary certificate of completion or occupancy (or other comparable governmental approval) for the Demised Premises that allows Tenant to enter the Demised Premises for the purpose of performing Tenant's Work, exclusive of Tenant's Permits (as hereinafter defined). For purposes hereof, the term "Tenant's Permits" means building permits which may be necessary for the performance of Tenant's Work (as that term is defined in Exhibit E attached hereto) and any business licenses which Tenant may be required to obtain in order to open and operate for the Permitted Use.

(vi) The Common Area, and all of the improvements thereto shown on the Site Plan, shall have been completed and operational to the extent required for Tenant to be

able to access the Demised Premises (including heavy truck access) and commence its construction therein without interference from the ongoing nature of Landlord's Work in the Common Area; all off-site improvements (including, without limitation, street, storm drainage, and traffic signalization improvements) required for the Development to open for business and for Tenant to receive a permanent certificate of occupancy shall have been substantially completed; and Landlord, at its sole cost and expense, shall have obtained (and delivered copies thereof to Tenant, upon request) all permits and approvals required from applicable governmental authorities to enable the Common Area to be developed in conformity with the Site Plan and to be operated and used for the purposes herein contemplated, which permits and approvals shall include, without limitation, zoning, building code, environmental approvals, curb cut and Site Plan approvals, all permits pertaining to pylon and/or monument signage (and Tenant's panel(s) thereon), construction, and development and use permits.

(vii) There shall exist valid access and exit points (with in and out access as shown on the Site Plan) and curb cuts to and from the Development and the Demised Premises to and from West 63rd Street and South Halsted Street. The curb cuts shall be located as set forth on the Site Plan and shall have been approved by all governmental bodies having jurisdiction thereover so that such may be used without restriction by Tenant and Tenant's Invitees for in and out access as shown on the Site Plan.

(viii) The representations and warranties of Landlord set forth in subparagraphs (a) through (h) of Section 13.1 below shall then be true and in effect.

(ix) All of the conditions to the Lease set forth in Section 16.1 have been either satisfied or waived by Tenant.

(x) Tenant shall have received from Landlord the Landlord Work Completion Certification in accordance with the provisions of Section 5.2(e) below, which shall constitute Landlord's written certification that all of the preceding items (i)-(ix) shall have occurred.

(c) Estimated Landlord Work Completion Date.

(i) Landlord shall provide Tenant with written notice, using the form of Estimated Landlord Work Completion Date Notice attached hereto as Exhibit G, of the date that Landlord anticipates will be the Landlord Work Completion Date. The date so specified by Landlord in such written notice (the "Estimated Landlord Work Completion Date Notice") is hereinafter referred to as the "Estimated Landlord Work Completion Date". Notwithstanding the foregoing, however, Tenant shall have the right to change the Estimated Landlord Work Completion Date as established in the Estimated Landlord Work Completion Date Notice given pursuant to this Section 5.2(c)(i) by giving Landlord written notice thereof not later than the date that is one (1) month after Tenant's receipt of the Estimated Landlord Work Completion Date Notice given pursuant to this Section 5.2(c)(i); provided, however, in no event may the amended Estimated Landlord Work Completion Date be earlier than the Estimated Landlord Work Completion Date as established in the Estimated Landlord Work Completion Date Notice given pursuant to this Section 5.2(c)(i) or later than the date that is two (2) months after the Estimated Landlord Work Completion Date as established in the Estimated Landlord Work Completion

Date Notice given pursuant to this Section 5.2(c)(i) Landlord's delivery of the Estimated Landlord Work Completion Date Notice shall be a condition precedent to the Landlord Work Completion Date. The Estimated Landlord Work Completion Date Notice may not be given earlier than the date all of the conditions to the Lease set forth in Section 16.1 have been either satisfied or waived by Tenant, and the Estimated Landlord Work Completion Date may not be earlier than the later of (A) the Earliest Possible Landlord Work Completion Date, and (B) the date that is six (6) months after the date Landlord gives Tenant the Estimated Landlord Work Completion Date Notice. Landlord shall use commercially reasonable efforts to cause the Landlord Work Completion Date to occur on or before the Estimated Landlord Work Completion Date.

(ii) Notwithstanding any provision of this Lease to the contrary, Landlord shall have the one-time right to change the Estimated Landlord Work Completion Date as established pursuant to Section 5.2(c)(i) above by giving Tenant an amended Estimated Landlord Work Completion Date Notice not later than the date that is four (4) months prior to the Estimated Landlord Work Completion Date as established pursuant to Section 5.2(c)(i) above; provided, however, in no event may the amended Estimated Landlord Work Completion Date be earlier than the Estimated Landlord Work Completion Date as established pursuant to Section 5.2(c)(i) above or later than the date that is two (2) months after the Estimated Landlord Work Completion Date as established pursuant to Section 5.2(c)(i) above. Notwithstanding the foregoing, however, Tenant shall have the right to change the Estimated Landlord Work Completion Date as established in the amended Estimated Landlord Work Completion Date Notice given pursuant to this Section 5.2(c)(ii) by giving Landlord written notice thereof not later than the date that is one (1) month after Tenant's receipt of the amended Estimated Landlord Work Completion Date Notice given pursuant to this Section 5.2(c)(ii); provided, however, in no event may the amended Estimated Landlord Work Completion Date be earlier than the Estimated Landlord Work Completion Date as established in the amended Estimated Landlord Work Completion Date Notice given pursuant to this Section 5.2(c)(ii) or later than the date that is two (2) months after the Estimated Landlord Work Completion Date as established in the amended Estimated Landlord Work Completion Date Notice given pursuant to this Section 5.2(c)(ii).

(d) Final Landlord Work Completion Date Notice. Landlord shall give Tenant at least one (1) month's prior notice of the Landlord Work Completion Date (the "Final Landlord Work Completion Date Notice"), using the form of Final Landlord Work Completion Date Notice attached hereto as Exhibit H. The Landlord Work Completion Date specified in the Final Landlord Work Completion Date Notice may not be earlier than the Estimated Landlord Work Completion Date (as the same may be extended pursuant to Section 5.2(c)(ii) above).

(e) Landlord Work Completion Certification. Upon the satisfaction of all of the Landlord Work Completion Date Conditions, Landlord shall so certify to Tenant, using the form of Landlord Work Completion Certification attached hereto as Exhibit I.

(f) Possession Date; Tender Date. For purposes of this Lease, the "Possession Date" shall be the date Tenant specifies by notice in writing to Landlord as the date that Tenant will accept physical possession of the Demised Premises from Landlord; provided, however, in no event may the Possession Date be earlier than the Landlord Work Completion

Date specified in the Final Landlord Work Completion Date Notice. For purposes of this Lease, the "Tender Date" shall be the date Landlord actually tenders physical possession of the Demised Premises to Tenant with all Landlord Work Completion Date Conditions satisfied; provided, however, in no event may the Tender Date be earlier than the Possession Date. The provisions of this Section 5.2(f) shall have no effect on the determination of the Rent Commencement Date.

(g) No Waiver. Neither Tenant's acceptance of physical possession of the Demised Premises nor Tenant's opening of the Demised Premises for business to the public shall: (i) be deemed a waiver by Tenant of any of the Landlord Work Completion Date Conditions, or (ii) relieve Landlord of any obligation under this Lease, unless such condition or obligation is expressly waived in writing by Tenant. Notwithstanding the foregoing, (i) if Tenant has not notified Landlord in writing within one (1) year after the Landlord Work Completion Date of any discoverable Landlord Work Completion Date Conditions that have not been satisfied by Landlord, Tenant shall be deemed to have waived all Landlord Work Completion Date Conditions that were discoverable, and (2) if Tenant has not notified Landlord in writing of any latent defect associated with Landlord's Work within one (1) year after Tenant's discovery of such latent defect, Tenant shall be deemed to have waived Landlord's obligation to correct such latent defect.

(h) Entry Prior to Tender Date. Notwithstanding the foregoing, Tenant shall be entitled to enter the Demised Premises prior to the Tender Date for the purposes of inspecting Landlord's Work, taking measurements, making plans, erecting temporary or permanent signs, commencing Tenant's Work, and doing such other work as may be appropriate or desirable (without such entry being deemed to constitute the Tender Date and without triggering the commencement of Tenant's Buildout Period), but only if and to the extent such activities do not interfere with the conduct by Landlord of Landlord's Work.

(i) Free Rent for Delay in Landlord Work Completion Date. If all of the Landlord Work Completion Date Conditions have not been satisfied on or before the Estimated Landlord Work Completion Date (as the same may be extended pursuant to Section 5.2(c)(ii) above), plus (1) the number of days of delay in the performance of Landlord's Work caused by Force Majeure Events occurring after Landlord gives the Estimated Landlord Work Completion Date Notice, and (2) the number of days of Tenant Delay (as defined in Section 5.2(n) below) that actually delay completion of Landlord's Work (as defined in Exhibit E) (the "Free Rent Deadline"), then in addition to any extensions of Tenant's Buildout Period to which Tenant may be entitled pursuant to Sections 5.1(b)(i) and 5.1(b)(ii) above, Tenant shall be entitled, as liquidated damages, to one and one-half (1.5) days of free Base Rent from and after the Rent Commencement Date for each day after the Free Rent Deadline until all of the Landlord Work Completion Date Conditions have been satisfied, it being agreed by the parties (A) that Tenant would be damaged by a delay in satisfaction all of the Landlord Work Completion Date Conditions, (B) that the actual damages that might be sustained by Tenant by reason of a delay in satisfaction of all of the Landlord Work Completion Date Conditions are uncertain and extremely difficult to ascertain and (C) that after negotiation Landlord and Tenant have made their best reasonable estimate of such damage and have agreed that the foregoing amount is a reasonable estimate of the amount of Tenant's damages, the precise amount not being susceptible to exact proof. Landlord further agrees that it shall not assert as a defense to the delay or to

Tenant taking the free Base Rent provided for herein that the liquidated damages herein are not a reasonable estimate.

(j) Free Rent for Landlord Delay After Landlord Work Completion Date. If the balance of Landlord's Work, including the Common Area (i.e., all of Landlord's Work other than improvements related to the Building Shell), has not been completed in accordance with Exhibit E, including Section 4.3 therein, in the time frame provided in Exhibit E and this Lease, then in addition to any extensions of Tenant's Buildout Period to which Tenant may be entitled pursuant to Sections 5.1(b)(i) and 5.1(b)(ii) above,, Tenant shall be entitled, as liquidated damages, to one and one-half (1.5) days of free Base Rent from and after the Rent Commencement Date for each day the applicable portion of Landlord's Work has not been completed beyond the required time frame, it being agreed by the parties (A) that Tenant would be damaged by a delay in the completion of Landlord's Work, (B) that the actual damages that might be sustained by Tenant by reason of a delay in the completion of Landlord's Work are uncertain and extremely difficult to ascertain and (C) that after negotiation Landlord and Tenant have made their best reasonable estimate of such damage and have agreed that the foregoing amount is a reasonable estimate of the amount of Tenant's damages, the precise amount not being susceptible to exact proof. Landlord further agrees that it shall not assert as a defense to the delay or to Tenant taking the free Base Rent provided for herein that the liquidated damages herein are not a reasonable estimate.

(k) Free Rent for Landlord Delay After Calculated Date. In the event Tenant performs any portion of Tenant's Work after the Calculated Date, Tenant shall be entitled to one and one-half (1.5) days of free Base Rent for each day of Landlord Delay that actually delays completion of Tenant's Work beyond the date when completion would have otherwise occurred, it being agreed by the parties (A) that Tenant would be damaged by a Landlord Delay, (B) that the actual damages that might be sustained by Tenant by reason of a Landlord Delay are uncertain and extremely difficult to ascertain and (C) that after negotiation Landlord and Tenant have made their best reasonable estimate of such damage and have agreed that the foregoing amount is a reasonable estimate of the amount of Tenant's damages, the precise amount not being susceptible to exact proof. Landlord further agrees that it shall not assert as a defense to the delay or to Tenant taking the free Base Rent provided for herein that the liquidated damages herein are not a reasonable estimate.

(l) Termination for Late Delivery. If any of the following circumstances occur:

(i) all required demolition work has not been completed on or before July 1, 2014, plus the number of days of Tenant Delay (but regardless of any delay caused by Force Majeure Events) (the "Demolition Work Completion Deadline"), or

(ii) construction of the site improvements in the Development has not commenced on or before July 1, 2014, plus the number of days of Tenant Delay (but regardless of any delay caused by Force Majeure Events) (the "Site Work Commencement Deadline"), or

(iii) Landlord's Work pertaining to the Building Shell (as that term is defined in Exhibit E) has not commenced on or before July 15, 2015, plus the number of days of

Tenant Delay (but regardless of any delay caused by Force Majeure Events) (the "Demised Premises Work Commencement Deadline"), or

(iv) all of the Landlord Work Completion Date Conditions have not been satisfied on or before January 15, 2016, plus the number of days of Tenant Delay (but regardless of any delay caused by Force Majeure Events) (the "Landlord Work Completion Deadline"),

then in any of such events Tenant may terminate this Lease by giving written notice of termination to Landlord (the "Termination Notice") immediately upon

(A) the occurrence of the Demolition Work Completion Deadline without all required demolition having been completed, or

(B) the occurrence of the Site Work Commencement Deadline without construction of the site improvements in the Development having commenced, or

(C) the occurrence of the Demised Premises Work Commencement Deadline without Landlord's Work pertaining to the Building Shell having commenced (and thereafter be continuing), or

(D) the occurrence of the Landlord Work Completion Deadline without all of the Landlord Work Completion Date Conditions having been satisfied, as applicable.

Tenant shall also have the right to terminate this Lease under the preceding clauses (B) and (C) if, following commencement of the site improvements in the Development or Landlord's Work pertaining to the Building Shell, as applicable, Landlord stops work on the site improvements in the Development or Landlord's Work pertaining to the Building Shell, as applicable, for a period in excess of two (2) months and such stoppage is not due to Force Majeure Events. In either of such cases, Tenant may terminate this Lease by giving written notice of termination to Landlord immediately upon the expiration of such two (2) month period (and at any time thereafter prior to the time Landlord re-commences work on the improvements in the Development or Landlord's Work pertaining to the Building Shell, as applicable).

In the event Tenant terminates this Lease pursuant to this Section 5.2(l) subsequent to the date that Landlord has given Tenant the Estimated Landlord Work Completion Date Notice, Landlord shall reimburse Tenant on demand for Tenant's actual, out of pocket documented development costs incurred or sustained in connection with this Lease, including, without limitation, real estate, legal, architectural, engineering and permitting fees and expenses; provided, however, Landlord's reimbursement obligation shall not exceed \$250,000.00.

Anything in this Lease to the contrary notwithstanding, neither the Applicable Grace Period under Section 10.3 hereof nor any other provision of this Lease shall apply to extend any of the time periods provided for in this Section 5.2(l).

(m) Landlord Delay. As used in this Lease the term "Landlord Delay" means (A) a failure by Landlord to meet an express deadline imposed upon Landlord by this Lease (other than by reason of a Tenant Delay), and/or (B) any delay in the performance of Tenant's

Work caused by Landlord, Landlord's contractor or subcontractors or others acting for or on behalf of Landlord. In the case of Landlord Delay described in the preceding clause (A), the days of delay attributable to such Landlord Delay shall be the number of days in the period commencing on the date of the deadline in question and ending on the date Landlord completes the action to which the deadline in question applied. In the case of Landlord Delay described in the preceding clause (B), the days of delay attributable to such Landlord Delay shall be the number of days of delay in the performance of Tenant's Work caused by Landlord, Landlord's contractor or subcontractors or others acting for or on behalf of Landlord. Notwithstanding the foregoing, however, Tenant shall be entitled to claim Landlord Delay only to the extent that such circumstance falling within either clause (A) or (B) either (1) actually delays completion of Tenant's Work beyond the date when completion would have otherwise occurred, or (2) requires Tenant to incur additional third party expenses (such as, for example, paying overtime) in order to mitigate delays in the completion of Tenant's Work. Notwithstanding the foregoing, if Tenant fails to notify Landlord of a claim of Landlord Delay that arises due to a circumstance falling within clause (B) of this Section 5.2(m) within ten (10) days after Tenant has actual knowledge of the circumstance falling within such clause (B), then Tenant shall only be entitled to claim Landlord Delay with respect to any days of Landlord Delay that occur after Tenant notifies Landlord of the circumstance falling within such clause (B).

(n) Tenant Delay. As used in this Lease the term "Tenant Delay" means (A) a failure by Tenant to meet an express deadline imposed upon Tenant by this Lease (other than by reason of a Landlord Delay), and/or (B) any delay in the performance of Landlord's Work caused by Tenant, Tenant's contractor or subcontractors or others acting for or on behalf of Tenant. In the case of Tenant Delay described in the preceding clause (A), the days of delay attributable to such Tenant Delay shall be the number of days in the period commencing on the date of the deadline in question and ending on the date Tenant completes the action to which the deadline in question applied. In the case of Tenant Delay described in the preceding clause (B), the days of delay attributable to such Tenant Delay shall be the number of days of delay in the performance of Landlord's Work caused by Tenant, Tenant's contractor or subcontractors or others acting for or on behalf of Tenant. Notwithstanding the foregoing, however, Landlord shall be entitled to claim Tenant Delay only to the extent that such circumstance falling within either clause (A) or (B) either (1) actually delays completion of Landlord's Work beyond the date when completion would have otherwise occurred, or (2) requires Landlord to incur additional third party expenses (such as, for example, paying overtime) in order to mitigate delays in the completion of Landlord's Work. Notwithstanding the foregoing, if Landlord fails to notify Tenant of a claim of Tenant Delay that arises due to a circumstance falling within clause (B) of this Section 5.2(n) within ten (10) days after Landlord has actual knowledge of the circumstance falling within such clause (B), then Landlord shall only be entitled to claim Tenant Delay with respect to any days of Tenant Delay that occur after Landlord notifies Tenant of the circumstance falling within such clause (B).

5.3 Certification of Rentable Area of the Demised Premises and the Rent Commencement Date.

(a) Within one (1) month following the date on which Tenant completes construction of the leasehold improvements located within the Demised Premises, Tenant's architect shall determine the Rentable Area of the Demised Premises. For purposes of this Lease

the "Rentable Area" of the Demised Premises shall be the actual, as-built number of square feet of rentable area within the Demised Premises including, if applicable, the area occupied by walls, columns, elevators, dumb waiters, stairs, escalators, conveyors or other interior construction and equipment measured from the exterior face of the exterior demising walls of the Demised Premises and from the center line of the interior demising walls (i.e. the common, party walls) of the Demised Premises; provided, however, in no event shall the Rentable Area of the Demised Premises exceed 18,900 square feet unless Tenant elects to use any mezzanine area within the Demised Premises for Retail Purposes without Tenant's written consent, which consent may be given or withheld in Tenant's sole and absolute discretion. If the actual area of the Demised Premises exceeds 18,900 square feet unless Tenant elects to use any mezzanine area within the Demised Premises for Retail Purposes without Tenant's written consent, then the Rentable Area of the Demised Premises shall be deemed to be 18,900 square feet even though the area of the Demised Premises exceeds 18,900 square feet.

(b) Further, notwithstanding the foregoing, the Rentable Area of the Demised Premises shall exclude (i) the Sidewalk Area, (ii) the loading dock, (iii) the exterior portions of the receiving area, (iv) any trash compactor areas, (v) any elevator or escalator lobbies for elevators or escalators that connect to the Demised Premises, (vi) such items as fire pump facilities, heating and ventilation facilities and telephone and electric rooms not exclusively serving the Demised Premises, and (vii) adjacent corridors, stairwells, common ducts, common shafts, elevators, escalators, and the like. For purposes hereof, the term "Retail Purposes" means the display and/or sale of all or any of the products, foods, merchandise, and items and/or the provision of all or any of the services described in Section 7.1(a)(i) below. However, without limitation, Retail Purposes shall not include storage or office use, use for seating, use as a cooking school and/or wine school and/or wine tasting area, and/or use as a community meeting room.

(c) If Landlord's architect disagrees with the determination of the Rentable Area of the Demised Premises made by Tenant's architect, Landlord may contest such determination by giving Tenant written notice within one (1) month following Landlord's receipt of such determination by Tenant's architect. If Landlord and Tenant cannot reach agreement on the Rentable Area of the Demised Premises, then Landlord's architect and Tenant's architect shall appoint a third party architect to measure the Demised Premises, and such measurement shall be final. Promptly after the determination of the Rentable Area of the Demised Premises is made, Tenant and Landlord shall execute, acknowledge and deliver a Commencement and Termination Date Agreement in the form attached hereto as Exhibit D certifying the Rentable Area of the Demised Premises, the Rent Commencement Date, the Original Term, and the commencement and termination dates of the Extension Terms if such are exercised.

(d) Notwithstanding any provision to the contrary contained in this Lease, all references in this Lease to the Rentable Area of the Demised Premises shall mean the rentable area of the Demised Premises, as determined in accordance with (and limited by) the provisions of Sections 5.3(a) and 5.3(b) above, and the determinations of the Rentable Area of all building located within the Development and on Outlot C and Outlot D shall be made in an identical manner as the determination of the Rentable Area of the Demised Premises. Until the determination of the actual Rentable Area of the Demised Premises has been so made, Tenant and Landlord shall perform their respective obligations under this Lease based upon the estimate

of the Rentable Area of the Demised Premises set forth in Section 1.1(a)(i) above, and within ten (10) business days after such determination is made, Tenant and Landlord shall adjust and reconcile any payments and/or obligations which were theretofore made or performed based upon such estimate.

ARTICLE 6. CONSTRUCTION, MAINTENANCE AND EQUIPMENT

6.1 Construction of the Demised Premises.

(a) No Changes to Landlord's Work without Tenant's Written Consent. Improvements within the Demised Premises shall be constructed as set forth in Exhibit E. No modification to the specifications for Landlord's Work set forth in Exhibit E shall be effective unless Tenant's approval of such modification (i) is set forth in writing, (ii) expressly acknowledges that a specification for Landlord's Work set forth in Exhibit E is being modified by such approval, and (iii) is signed by the Regional President or any Regional Vice President of Tenant for the Midwest Region, by any other officer of Tenant, or Tenant's construction manager designated on page 2 of this Lease. By way of example only, Tenant's approval of any plans described in Exhibit E, including without limitation, Landlord's Shell Plans (as that term is defined in Exhibit E) shall not constitute Tenant's approval of (i) any material modification to the approximate square footage of the Demised Premises set forth in Section 1.1(a)(i) above, (ii) any modifications to the specifications for Landlord's Work set forth in Exhibit E, or (iii) any modifications of the other provisions of this Lease, unless Tenant's written approval expressly acknowledges that the square footage of the Demised Premises, a specification for Landlord's Work set forth in Exhibit E or another provision of this Lease is being modified by such approval.

(b) Landlord Duty to Cooperate. Landlord shall cooperate with Tenant in the performance of Tenant's Work and shall not take any action or impose any rules or regulations that interfere with the efficient and expeditious conduct of Tenant's Work. In the event Landlord imposes any rules or regulations that interfere with the efficient and expeditious conduct of Tenant's Work, Tenant have no obligation to follow them. Without limiting the foregoing, Landlord shall, within the time periods set forth below, sign and execute such documents or otherwise evidence its approval, consent or grant of authority, as required by any public authorities having jurisdiction thereover, to facilitate issuance to Tenant of necessary licenses or permits to make or perform Tenant's Work. In the event Landlord fails to so sign and execute such documents or otherwise evidence its approval, consent or grant of authority within ten (10) business days following Landlord's receipt thereof from Tenant (or fails within such ten (10) business day period to provide reasons why Landlord is not willing to sign or execute such documents or otherwise evidence its approval, consent or grant of authority) and fails to execute same (or to provide reasons why Landlord is not willing to sign or execute such documents or otherwise evidence its approval, consent or grant of authority) within five (5) business days after a second written request, delivered in the manner aforesaid, which states in bold lettering that Landlord's failure to respond shall entitle Tenant to free Base Rent, then (i) such delay shall constitute Landlord Delay, and (ii) in addition to any extensions of Tenant's Buildout Period to which Tenant may be entitled pursuant to Sections 5.1(b)(i) and 5.1(b)(ii) above, Tenant shall be entitled to two (2) days of free Base Rent from and after the Rent Commencement Date for each

day starting on the expiration of such five (5) business day period until Landlord signs and executes such documents or otherwise evidences its approval, consent or grant of authority.

6.2 Ownership and Depreciation of Improvements and Fixtures.

(a) Fixtures and Equipment. The term "Tenant's Fixtures and Equipment" shall mean any and all movable or removable fixtures, equipment and personalty purchased by, belonging to or leased from third parties by Tenant and installed within the Demised Premises (whether or not affixed), and shall include, without limitation, the items set forth on Exhibit F. Tenant shall own all Tenant's Fixtures and Equipment to the exclusion of Landlord. Upon the expiration or earlier termination of this Lease, Tenant shall remove all of Tenant's Fixtures and Equipment from the Demised Premises. Tenant shall repair any damage to exterior windows and any structural damage to the structural elements of the Demised Premises caused by such removal.

(b) Improvements. The leasehold improvements (as distinguished from Tenant's Fixtures and Equipment) in the Demised Premises which are paid for or funded by Landlord are the property of Landlord, and the leasehold improvements installed in the Demised Premises which are constructed and funded by Tenant (and not reimbursed by Landlord) are the property of Tenant. Accordingly, in recognition of which party bears the economic burden of the improvements constructed on the Demised Premises, it is agreed and understood that for the leasehold improvements paid for or funded by Landlord, Landlord retains the right to the depreciation deductions of all such alterations, additions, and improvements made at Landlord's expense. Tenant likewise retains the right to the depreciation deductions of all such alterations, additions, and leasehold improvements made at Tenant's expense and not reimbursed by Landlord.

6.3 Maintenance - General.

(a) Landlord's Obligation. Landlord, at its sole cost and expense, shall punctually maintain, repair and replace (or cause to be punctually maintained, repaired and replaced):

(i) the exterior of the buildings of the Shopping Center (including, without limitation, repainting the exterior walls of the buildings of the Shopping Center (including, without limitation, the Building));

(ii) the structural elements of the buildings of the Shopping Center, the Demised Premises, and the Building, which shall be deemed to include, without limitation, the roof joists, columns, footings, foundations, exterior walls (but excluding plate glass, storefront windows, doors, door closure devices, window and door frames, molding, locks and hardware), and demising walls (but excluding painting or other treatment of interior walls);

(iii) the roofs of the Building and the other buildings of the Shopping Center, including but not limited to the roof membranes, gutters, flashings, downspouts and scuppers; and

(iv) the electric, gas, water, sanitary sewer, and other public utility lines that serve the Demised Premises exclusively, to their point of connection to the Demised Premises, and all other electric, gas, water, sanitary sewer, and other public utility lines and ducts which are located outside the Demised Premises,

so that the foregoing components and items shall be in good condition and repair throughout the Demised Term, and shall comply with any applicable Laws relating thereto. Notwithstanding the foregoing, Tenant shall be obligated to reimburse Landlord for the reasonable cost to repair or replace any loss or damage to property to the extent (1) the loss or damage to property occurred as a result of the negligence or willful misconduct of Tenant or its employees, agents or contractors, and (2) Landlord has not waived its right to recover the cost of such loss or damage to property from Tenant by virtue of Landlord's waiver of claims under Section 9.3(a) below, with any such reimbursement to be made within one (1) month following Landlord's submission to Tenant of invoices or other reasonable evidence of costs incurred. Any such maintenance, repair or replacement shall be performed in such manner as will minimize interference with Tenant's normal business operations. Further, except in the event of an emergency or as may be required by applicable Laws, any maintenance, repair and/or replacement work within or impacting the Demised Premises or Tenant's operations in the Demised Premises (x) if possible shall be done only during times when Tenant is not open for business, or if such work cannot be performed during times when Tenant is not open for business, then it shall be done during hours that Tenant is open for business, but only so long as Landlord provides reasonable notice and Landlord does not create an Interfering Condition (as that term is defined in Section 4.3(a) above), and (y) shall not be done during the months of November or December of any year.

(b) Tenant's Obligation. Throughout the Demised Term Tenant, at its sole cost and expense, shall be responsible for the maintenance, repair and replacement of the remainder of the Demised Premises, including the floor slab and floor coverings (provided, however Landlord shall be responsible for the cost of any required maintenance, repair and/or replacement of the floor slab and floor coverings if the same are damaged as a result of settling of the foundation installed by Landlord as part of Landlord's Work), the HVAC system serving the Demised Premises, storefront glass, equipment, exterior doors, and those portions of all electric, gas, water, sanitary sewer, and other public utility lines which are located within and exclusively serve the Demised Premises. However, Landlord expressly agrees that Tenant shall have no obligation to replace the HVAC system serving the Demised Premises (or any other system or mechanical equipment located in or serving the Demised Premises) upon the expiration or any earlier termination of this Lease or to otherwise deliver the HVAC system (or any other system or mechanical equipment located in or serving the Demised Premises) in working order. Notwithstanding the foregoing, Landlord shall be obligated to reimburse Tenant for the reasonable cost to repair or replace any loss or damage to property to the extent (1) the loss or damage to property occurred as a result of the negligence or willful misconduct of Landlord or its employees, agents or contractors, and (2) Tenant has not waived its right to recover the cost of such loss or damage to property from Landlord by virtue of Tenant's waiver of claims under Section 9.3(b) below, with any such reimbursement to be made within one (1) month following Tenant's submission to Landlord of invoices or other reasonable evidence of costs incurred.

(c) Construction Warranties. Landlord shall obtain from Landlord's contractors customary warranties and guaranties on all construction work performed by Landlord in or on the Demised Premises, and Landlord shall transfer to Tenant all of such warranties and guaranties which relate to those items which Tenant is responsible to repair and maintain during the Demised Term.

6.4 Common Area Maintenance.

(a) Definition of Common Area. The "Common Area" shall include (1) the vehicle parking and other areas of the Development generally available for the use of all tenants in the Development, including, without limitation, any common roadways, service areas, driveways, areas of ingress and egress, sidewalks and other pedestrian ways, landscaped areas, pylon, monument, directional and/or traffic sign structures, (2) any enclosed malls or other similar interior areas of the Development that are not reserved for the exclusive use of any single tenant or occupant, (3) storm water facilities serving the Development, and (4) utility systems serving the Common Area, and the like, but shall not include the Demised Premises or any other Rentable Areas of the Development. Outlot C and Outlot D are not part of the Development or the Common Area. However, Landlord shall cause the parking areas within Outlot C and Outlot D to be maintained to the same standard required of Landlord with respect to the Common Area under this Lease. Further, if Landlord ground leases or sells Outlot C or Outlot D to a third party, then in connection with any such sale or ground lease: (A) Landlord shall encumber the Outlot being sold or ground leased with an obligation to maintain the parking areas within such Outlot to the same standard required of Landlord with respect to the Common Area under this Lease, and (B) Landlord shall encumber the Outlot being sold with a reciprocal easement agreement that grants cross access rights (but not cross parking rights) between the Outlot being sold or ground leased and the Development, and Landlord shall encumber the Outlot being sold and/or the Development with easements for utilities, water, sewer, storm water drainage and other drainage in, over, under or upon the Development and/or the Outlot being sold, as Landlord deems necessary in its reasonable judgment.

(b) Landlord's Obligations. Landlord, at its sole cost and expense (but subject to reimbursement if, and to the extent, provided in this Section 6.4), shall be responsible for installing, improving, replacing, maintaining, repairing and keeping the Common Area in a neat, clean, safe, good, and orderly condition and repair in an economical and efficient manner according to the highest reasonable standard for first-class shopping centers in the metropolitan area where the Demised Premises are located, properly lighted until one (1) hour after Tenant's normal close of business, landscaped (which shall include, without limitation, trimming and pruning trees to avoid interference with the use or visibility of canopies or signs on the exterior of the Demised Premises) and adequately insured with commercial general liability and special form property damage insurance, and otherwise to the standard by which the common areas of first-class shopping centers in the metropolitan area where the Demised Premises are located are operated and maintained. Landlord shall provide lighting in the Development in compliance with all applicable Laws and Exhibit E attached hereto. Landlord's obligations under this paragraph shall include, without limitation, resurfacing, painting, re-striping (as reasonably required), cleaning, sweeping, removing snow and ice, providing janitorial services, and maintaining (and providing the utilities necessary to illuminate) all free-standing signs within the Development. Landlord shall install, maintain and repair (i) irrigation, fire protection (to the

extent required by applicable code), lighting, drainage and other utility systems, (ii) directional signs, markers, curbs and bumpers, and (iii) plants and other landscaping in the Common Area. Landlord shall repair any damage to the facilities in the Common Area. Landlord may cause any or all of such services to be performed by an independent contractor(s) or by employees or affiliates of Landlord; provided that the charges for such services shall be at reasonable and competitive rates. Landlord shall currently pay all Common Area expenses and any and all amounts due to governmental bodies in connection with the Common Area, including, without limitation, any taxes and assessments with respect thereto. Notwithstanding the foregoing, except in the event of an emergency or as may be required by applicable Laws, (x) any construction or repair by Landlord undertaken in the Common Area (1) if possible shall be done only during times when Tenant is not open for business, or (2) if such work cannot be performed during times when Tenant is not open for business, then it shall be done during hours that Tenant is open for business, but only so long as Landlord provides reasonable notice and Landlord does not create an Interfering Condition (as that term is defined in Section 4.3(a) above), and (y) shall not be done during the months of November or December of any year.

(c) Common Area Expenses. The term "Common Area Expenses" as used herein shall mean the amounts reasonably and directly expended by Landlord in performing its obligations under Section 6.4(b) above (including the premium costs of insurance required to be maintained by Landlord), and may include a management or administration fee.

(i) Capped Common Area Expenses. The term "Capped Common Area Expenses" as used herein shall mean all Common Area Expenses other than Non-Capped Common Area Expenses (as defined below).

(ii) Non-Capped Common Area Expenses. The term "Non-Capped Common Area Expenses" as used herein shall mean (A) the increase in the cost of Common Area utilities over the cost of such utilities during Lease Year 1, Landlord and Tenant acknowledging and agreeing that Tenant's Fixed Reimbursement Amount (as that term is defined below) includes the cost of Common Area utilities for Lease Year 1, (B) the cost of snow and ice removal from the Common Area, (C) the cost of providing security for the Development, and (D) Reimbursable Landlord Insurance Costs. Landlord may add a three percent (3%) management or administration fee to Landlord's actual out of pocket cost of snow and ice removal from the Common Area and Landlord's actual out of pocket cost of providing security for the Development (provided, however, any such management fee or administration fee may in no event exceed three percent (3%) of Landlord's actual out of pocket cost of snow and ice removal and Landlord's actual out of pocket cost of providing security for the Development), but no management or administration fee may be added to the cost of Common Area utilities or to Reimbursable Landlord Insurance Costs.

(d) Reimbursable Landlord Insurance Costs. The term "Reimbursable Landlord Insurance Costs" as used herein shall mean the premium costs of the commercial general liability insurance required to be maintained by Landlord pursuant to Section 9.1(a)(ii) hereof.

(e) Tenant's Fixed Reimbursement Amount. Commencing on the Rent Commencement Date, Tenant shall pay Landlord a fixed annual fee of \$2.50 per square foot of

Rentable Area in the Demised Premises as Tenant's contribution to Common Area Expenses, which amount (hereinafter referred to as "Tenant's Fixed Reimbursement Amount") shall be paid in equal monthly installments on the first (1st) day of each calendar month during the Demised Term without abatement, deduction or set-off, except as otherwise expressly provided in this Lease. On each anniversary of the Rent Commencement Date Tenant's Fixed Reimbursement Amount shall be increased by three percent (3%).

(f) Tenant's Obligation - Non-Capped Common Area Expenses. In addition to Tenant's Fixed Reimbursement Amount, Tenant shall reimburse Landlord Tenant's pro rata share of Non-Capped Common Area Expenses that are incurred during the Demised Term, which pro rata share shall be determined by multiplying the Non-Capped Common Area Expenses by a fraction, the numerator of which shall be the Rentable Area of the Demised Premises and the denominator of which shall be the total Rentable Area in the Development. In no event shall Landlord collect more Non-Capped Common Area Expenses than actually incurred by Landlord.

(g) Estimation of Tenant's Share of Non-Capped Common Area Expenses. At least one (1) month prior to the Rent Commencement Date and thereafter at least one (1) month prior to the commencement of each calendar year, Landlord shall furnish Tenant with a budget detailing the estimated Non-Capped Common Area Expenses for the upcoming year and setting forth Landlord's reasonable estimate of Tenant's pro rata share of Non-Capped Common Area Expenses for such year. From and after the Rent Commencement Date, Tenant shall pay Tenant's pro rata share of Landlord's estimate of Non-Capped Common Area Expenses, estimated as aforesaid, in equal monthly installments on the first day of each calendar month during the Demised Term.

(h) Non-Capped Common Area Expenses Accounting.

(i) Within two (2) months following the end of each calendar year, Landlord shall furnish Tenant a statement (hereinafter referred to as the "Certified Non-Capped Common Area Expenses Statement") covering the calendar year just expired, certified to be correct by Landlord, showing a detailed breakdown of Non-Capped Common Area Expenses by category (i.e., Common Area utilities, commercial general liability insurance and special form property damage insurance), the total number of square feet of Rentable Area in the Development during the period covered, and the computation of Tenant's pro rata share of Non-Capped Common Area Expenses for such period as set forth above. To be valid, a Certified Non-Capped Common Area Expenses Statement must be accompanied by copies of the actual invoices substantiating each component of Non-Capped Common Area Expenses shown on the Certified Non-Capped Common Area Expenses Statement.

(ii) If Landlord fails to prepare and deliver a Certified Non-Capped Common Area Expenses Statement containing all of the information required above within two (2) months following the end of each calendar year during which Tenant paid Non-Capped Common Area Expenses, and such failure continues for an additional one (1) month after Tenant notifies Landlord in writing of Tenant's non-receipt of a Certified Non-Capped Common Area Expenses Statement for such calendar year, Tenant shall be entitled to postpone (but shall not be released from) making any installment payments of Tenant's pro rata share of Non-Capped

Common Area Expenses until a Certified Non-Capped Common Area Expenses Statement containing all of the information required above is received by Tenant. If, pursuant to the preceding sentence, Tenant is entitled to postpone making payment(s), all such payments which would otherwise have been due and payable by Tenant to Landlord shall be due and payable within one (1) month after Tenant's receipt of a Certified Non-Capped Common Area Expenses Statement that contains all of the information required above.

(iii) If the Certified Non-Capped Common Area Expenses Statement shows that Tenant's pro rata share of Non-Capped Common Area Expenses for the period covered exceeds the total of Tenant's estimated monthly payments made for such period, Tenant shall pay Landlord the deficiency within two (2) months after receipt of the Certified Non-Capped Common Area Expenses Statement. If Tenant's payments for such period exceed Tenant's pro rata share of Non-Capped Common Area Expenses for such period, Landlord shall return the overpayment to Tenant within one (1) month or, if requested by Tenant, credit such overpayment against the next payment(s) of rent due hereunder.

(iv) Landlord shall maintain accurate, detailed records of Non-Capped Common Area Expenses at Landlord's office identified on page 1 of this Lease for at least two (2) years after delivery of the Certified Non-Capped Common Area Expenses Statement to Tenant. Landlord's records shall be sufficient to permit an audit of Non-Capped Common Area Expenses to be conducted in accordance with generally accepted accounting principles and auditing practices. During the two (2) years after a Certified Non-Capped Common Area Expenses Statement is submitted to Tenant, Tenant may, upon ten (10) days' prior written notice to Landlord, inspect and/or audit Landlord's records of Non-Capped Common Area Expenses on one (1) occasion for the period covered by such Certified Non-Capped Common Area Expenses Statement. If the audit shows that Tenant paid less of Tenant's pro rata share of Non-Capped Common Area Expenses than was actually due, Tenant shall pay the amount of the deficiency to Landlord within one (1) month after Tenant's receipt of such audit. If the audit shows that Tenant paid more of Tenant's pro rata share of Non-Capped Common Area Expenses than was actually due, then at Tenant's election Landlord shall pay said excess to Tenant within one (1) month after completion of such audit or Tenant may deduct such excess from the next due payment(s) of rent. If such audit shows that such Certified Non-Capped Common Area Expenses Statement contains an overstatement of Non-Capped Common Area Expenses exceeding three percent (3%) of the actual Non-Capped Common Area Expenses for the period covered by such Certified Non-Capped Common Area Expenses Statement, then the reasonable third party fees and expenses actually incurred by Tenant in conducting such audit shall be paid by Landlord; otherwise, such fees and expenses shall be paid by Tenant. If Landlord protests the conclusions of such audit, Landlord may contest Tenant's determination by giving Tenant written notice within one (1) month following Landlord's receipt of the audit report.

6.5 Alterations by Tenant. Except as otherwise provided in this Lease, any alterations and additions to the Demised Premises that Tenant may deem necessary during the Demised Term may be made by Tenant, at Tenant's sole cost and expense, but Landlord's prior written consent shall be required for any structural or exterior alterations or additions. Landlord shall, within the time periods provided below, sign and execute such documents or otherwise evidence its approval, consent or grant of authority (or provide Tenant with written notice as to any objections Landlord may have to Tenant's request), as required by any public authorities having

jurisdiction thereover, to facilitate issuance to Tenant of necessary licenses or permits to make or perform any permissible alteration or addition. In the event Landlord fails to so sign and execute such documents or otherwise evidence its approval, consent or grant of authority within ten (10) business days following Landlord's receipt thereof from Tenant (or fails within such ten (10) business day period to provide reasons why Landlord is not willing to sign or execute such documents or otherwise evidence its approval, consent or grant of authority) and fails to execute same (or to provide reasons why Landlord is not willing to sign or execute such documents or otherwise evidence its approval, consent or grant of authority) within five (5) business days after a second written request, delivered in the manner aforesaid, which states in bold lettering that Landlord's failure to respond shall entitle Tenant to suspend the payment of Base Rent, then payment of the Base Rent otherwise payable by Tenant hereunder shall be suspended until Landlord signs and executes such documents or otherwise evidences its approval, consent or grant of authority.

Without limiting the foregoing, Landlord shall promptly sign and execute such documents or otherwise evidence its approval, consent or grant of authority (or provide Tenant with written notice as to any objections Landlord may have to Tenant's request), as required by any public authorities having jurisdiction thereover, to facilitate issuance to Tenant of necessary licenses or permits to make or perform Tenant's Work. Tenant shall be entitled to two (2) days of free Base Rent from and after the Rent Commencement Date for each day starting on the expiration of such five (5) business day period until Landlord signs and executes such documents or otherwise evidences its approval, consent or grant of authority

6.6 Entry by Landlord. Landlord may enter the Demised Premises during Tenant's normal business hours to inspect same and, beginning six (6) months before the end of the Demised Term, to exhibit same to prospective tenants, so long any such entry does not interfere with Tenant's business activities. Landlord shall not display "For Rent," "For Sale" or other similar signs or notices on, about or with reference to the Demised Premises.

6.7 Signage.

(a) Permanent Building Signage. Landlord shall cooperate with Tenant, at no cost to Landlord, in obtaining any approval for Tenant's permanent exterior signage (and any alterations or substitutions thereto) that may be required by any governmental authority or other entity having any right of approval. Subject to applicable Laws, Tenant shall be permitted to utilize permanent signage on all of the exterior walls of the Demised Premises that is typical of or similar to that used by Tenant's other stores operated under the same trade name and shall have the right, from time to time, without Landlord's approval, to change its signs on the store front and exterior of the Demised Premises. Landlord shall not (i) permit any signage to be placed on the roof of the Building, (ii) permit any signage other than Tenant's signage to be placed on the exterior walls of the Demised Premises, or (iii) permit any obstructions not required by the City of Chicago and/or the PDP (including, without limitation, trees, bushes or other landscaping, scaffolding or architectural details) to obscure Tenant's storefront, storefront signs or other exterior wall signs or any pylons, monuments or other free-standing signs.

(b) Pylon/Monument Signage. Landlord, at its expense, shall erect one (1) free standing pylon sign at the location within the Development designated on the Site Plan.

Tenant shall be entitled to place its sign panels in the top position on such free-standing pylon sign and shall have the right, from time to time, without Landlord's approval, to change its sign panels on such free-standing pylon sign. Tenant's sign panels shall be of such size as Tenant shall reasonably determine; provided, however, (a) Tenant shall be entitled to the maximum signage permitted by applicable Law (or variance thereof), (b) Tenant's sign panels shall not occupy more than 30% of the pylon sign face, and (c) in no event shall Tenant's sign panels be smaller than the largest sign panels on such free-standing signs utilized by any other tenant in the Development. In addition, if Landlord constructs or makes available to any other tenant or tenants in the Shopping Center any other signage located in the Common Area, such signage shall also include Tenant's sign panels, which shall be placed in the top position on such signage and shall be no smaller than the largest sign panels on such signage utilized by any other tenant in the Shopping Center. Landlord shall not change or alter the location, structure, height or general appearance of the free-standing pylon signs in the Development without Tenant's prior written consent. Landlord shall be responsible for maintaining and providing the utilities necessary to illuminate all free-standing signs within the Development, and Tenant shall be responsible for the cost of the design, materials, and installation (other than with respect to the free-standing signs) for all of Tenant's signage.

(c) Temporary Signage. Subject to applicable Laws, Tenant may install temporary advertising signs (including, without limitation, signs announcing the future opening of Tenant's store in the Demised Premises) within the Development in one or more locations in reasonable proximity to the Demised Premises and on the exterior of the Demised Premises prior to the commencement of and during the course of Tenant's Work and shall remove them within a reasonable time after the installation of Tenant's permanent signs; provided, however, notwithstanding the foregoing, Tenant shall have the right to maintain a temporary sign on the exterior of the Demised Premises indicating that Tenant's store in the Demised Premises is open for business for a period of three (3) months after the date Tenant opens for business in the Demised Premises. Subject to applicable Laws, during the Demised Term Tenant may also install temporary sign banners on the exterior of the Demised Premises to advertise holidays, sales/services, special promotions and events and other matters.

ARTICLE 7. USE; CONDUCT OF BUSINESS

7.1 Use.

(a) Tenant's Use.

(i) The Demised Premises shall be used only for the purpose of the operation of a grocery store and/or supermarket under the trade name Whole Foods Market (or such other trade name used by Tenant in a majority of its other stores) merchandising at least 5,000 items (the "Permitted Use"). The Permitted Use may include, without limitation, (A) the sale of products, foods, merchandise, services and items generally sold in supermarkets or grocery stores including, without limitation, produce, meat, poultry, seafood, dairy, cereals, grains, fruits and vegetables, frozen foods, grocery products, household items, bulk foods, gourmet foods, bakery goods, prepared foods, alcoholic beverages (including wine, beer and package (i.e., "hard") liquor products and including for on or off premises consumption), vitamins, body care products, cosmetics, health care items, beauty aids, plants, flowers, books,

magazines, bed sheets, towels and other household linens, clothing, medicinal herbs, naturopathic and homeopathic remedies, nutritional supplements, smoothies and/or fresh fruit drinks, and any other product, food, merchandise, services, or item sold in other supermarkets or grocery stores operated by Whole Foods Market, Inc. or by entities owned or controlled by Whole Foods Market, Inc., (B) the operation of an in-store bakery, brew pub, bar, cafe and/or a delicatessen style or sit down style restaurant, including the cooking required therefor, coffee bar and/or juice bar (Tenant may have such number of seats for Tenant's customers as Tenant deems necessary or desirable and, if required by applicable Law with respect to an in store brew pub or bar, a separate entrance to the brew pub or bar; provided that Tenant shall bear all costs for construction of a separate entrance), (C) providing services ancillary or complementary to the foregoing including, without limitation, an ATM (but no branch bank), cooking demonstrations and cooking classes, and, subject to Tenant's compliance with applicable Laws, the PDP and the RDA, providing chair massages by a licensed massage therapist, pedicures and other spa type services, and (D) the sale of any other products, foods, merchandise, and items and/or the provision of any other services or the conduct of any other activity that Tenant may from time to time deem to be desirable, including those that may arise from future innovations to or changes in Tenant's business. Tenant shall give any bank leasing premises in the Shopping Center the first right to install its ATM in the Demised Premises if Tenant elects to have an ATM in the Demised Premises. The Permitted Use shall be subject to the limitations and restrictions set forth in Section 7.1(a)(vi) below.

(ii) Tenant also shall have the right at any time and from time to time to use any mezzanine area constructed within the Demised Premises for Retail Purposes (as that term is defined in Section 5.3 above); provided that any area of the mezzanine area used for Retail Purposes shall be added to the Rentable Area of the Demised Premises.

(iii) Landlord shall not be permitted to grant any tenant in the Shopping Center any exclusive use protection that is binding on Tenant (or any successor, assign or subtenant of Tenant), and neither Tenant nor any successors, assigns or subtenants of Tenant shall be bound by any exclusives of other tenants including, without limitation, future exclusives granted to other tenants in the Shopping Center.

(iv) Tenant, at Tenant's sole cost and expense, shall be responsible for (1) obtaining any required licenses and permits issuable by applicable governmental authorities for Tenant's operations in the Demised Premises, and (2) complying with all Laws concerning the cleanliness, safety and operation of the Demised Premises.

(v) Notwithstanding any provision of this Lease to the contrary, Tenant shall not use, or allow the use of, the Demised Premises for, and Landlord shall not use, or allow the use of, the Shopping Center for, any of the Prohibited Uses (herein so called) set forth on Exhibit L attached hereto.

(vi) Notwithstanding anything to the contrary, Tenant (and any subtenant) is expressly prohibited from conducting (or allowing the conduct of) any trade or business at the Demised Premises consisting of (i) rental to others of residential rental property (as defined in Section 168(e)(2)(A) of the Internal Revenue Code); (ii) the operation of (A) a private or commercial golf course, (B) a country club, (C) a massage parlor, hot tub facility, or

suntan facility, (D) a racetrack or other facility used for gambling, or (E) any store the principal business of which is the sale of alcoholic beverages for consumption off premises; (iii) the development or holding of intangibles for sale or license; or (iv) farming (within the meaning of Section 2032A(e)(5)(A) or (B) of the Internal Revenue Code. For purposes of this paragraph, the phrase "any store the principal business of which is the sale of alcoholic beverages for consumption off premises" shall be deemed to be any store for which (i) revenues from off premises consumption alcohol sales exceed 20% of the store's total gross revenue derived on an annual basis; (ii) the usable square footage of the store used for off premises consumption alcohol sales, "including, without limitation, the marketing and display thereof," exceeds more than twenty percent 20% of total useable square footage of the store; and (iii) product inventory related to off premises consumption alcohol sales exceed 20% of the total, aggregate value of all of the store's inventory of goods and products for sale. Tenant (and any subtenant) shall provide such information as is reasonably requested by the Landlord and is reasonable necessary to confirm that the use of the Demised Premises has not been in violation of the foregoing in order to comply with any third party reporting requirements to which Landlord is subject.

(b) Prohibited Parking Intensive Uses. Except as prohibited by applicable Laws, Landlord shall not permit in any other portion of the Shopping Center any of the following:

(i) Any restaurant located within one hundred feet (100') of the Demised Premises. Further, restaurant uses within the Development shall not exceed 7,500 gross square feet in aggregate.

(ii) Any bar or cocktail lounge not connected with a restaurant.

(iii) Any health club, health spa, fitness center, yoga or pilates center, weight room, gymnasium or the like in excess of 5,000 gross square feet.

(iv) Any day spa or salon (or other business) in excess of 2,000 gross square feet that provides hair treatments (haircuts, hair coloring, permanents, etc.), manicures, facials, massages or similar services.

(c) Restrictive Covenant. Except as prohibited by applicable Laws or allowed in accordance with the terms and conditions of other provisions in this Lease, Landlord shall not permit (A) in any other portion of the Shopping Center, or (B) on any land contiguous or adjacent to the Shopping Center (including, without limitation, any land that would be contiguous or adjacent to the Shopping Center but for any intervening road, street, alley or highway) ("Related Land") now or hereafter owned by Landlord or its affiliates, any of the following:

(i) Any quick serve restaurant, which shall not include a "sit down" restaurant that provides table service, offering a salad bar, delicatessen, or any other business that sells any prepared foods (including, without limitation, pizza by the slice, salad, sandwiches or soups) for on or off premises consumption.

(ii) Lyfe Kitchen, Veggie Grill, The Plant or any similar business.

(iii) Any juice and/or smoothie bar.

(iv) The sale of produce, meat, poultry, seafood, dairy, cheese, cereals, grains, fruits and vegetables, frozen foods, grocery products, bulk foods, gourmet foods, bakery goods, alcoholic beverages (including beer and wine), body care products, cosmetics, health care items, beauty aids, plants, flowers, vitamins, medicinal herbs, naturopathic or homeopathic remedies, nutritional supplements, coffee beans, smoothies and/or fresh fruit drinks, ice cream, frozen yogurt and/or gelato.

(v) Any use that would impair Tenant's ability to obtain and/or maintain a license to sell alcoholic beverages (including wine and beer) for on- or off-premises consumption from the Demised Premises.

(d) Exceptions to Restrictive Covenant. Notwithstanding the foregoing, the provisions of Sections 2.2(e), 7.1(a)(v), 7.1(b) and 7.1(c) shall not:

(i) Prohibit Landlord from leasing premises in the Shopping Center or on Related Land to a conventional drug store such as CVS or Walgreens.

(ii) Prohibit Landlord from leasing premises in the Shopping Center or on Related Land to restaurants whose primary business is the sale of pizza such as Giordano's, Beggar's or Connie's, or hamburgers such as McDonald's,

(iii) Prohibit Landlord from leasing premises in the Shopping Center or on Related Land to sandwich shops such as Potbelly's, Subway or Quizno's. For the avoidance of doubt, however, Panera Bread is expressly prohibited.

(iv) Prohibit Landlord from leasing premises in the Shopping Center or on Related Land to cosmetic or beauty supply stores such as Ulta Beauty, Chatham Beauty Supply, Bath & Body Works, Origins, Aveda or Sally's Beauty Supply.

(v) Prohibit Landlord from leasing premises in the Shopping Center or on Related Land to Starbuck's or a similar coffee bar.

(vi) If, but only if, Tenant does not sell smoothies and/or fresh fruit drinks at the Demised Premises at the time that Landlord enters into such lease, prohibit Landlord from leasing premises in the Shopping Center or on Related Land to Jamba Juice or similar business that sells smoothies and fresh fruit drinks.

(vii) Prohibit any bookstore located in the Shopping Center or on Related Land from having a coffee bar and/or café, so long as the primary business of such tenant is a bookstore.

(viii) Prohibit any restaurant permitted hereby from having a bar so long as the primary business of such tenant is as a restaurant and such tenant does not sell alcoholic beverages (including beer and wine) for off premises consumption.

(ix) Prohibit Landlord from leasing premises in the Shopping Center or on Related Land to an ice cream or frozen yogurt parlor (e.g., Maggie Moos, Cold Stone Creamery, Baskin Robbins, Ben & Jerry's, Haagen Dazs, and the like).

(x) Prohibit Landlord from leasing premises in the Shopping Center or on Related Land to Sur La Table or Williams Sonoma; provided, however, (1) neither Sur La Table nor Williams Sonoma may devote more than 450 square feet (in the aggregate) of their premises to the sale of any of the prohibited items (other than vitamins, medicinal herbs, naturopathic or homeopathic remedies, and nutritional supplements) described in Section 7.1(c)(iv) above, and (2) neither Sur La Table nor Williams Sonoma may sell vitamins, naturopathic or homeopathic remedies and/or nutritional supplements.

(xi) Prohibit Landlord from leasing premises in the Shopping Center or on Related Land to a retailer that specializes in the sale of gourmet popcorn.

(xii) Prohibit "incidental sales" of any of the prohibited items described in Section 7.1(c)(iv) by any tenant or occupant in the Shopping Center or on Related Land. For purposes of the foregoing, a tenant or occupant shall be deemed to be conducting "incidental sales" of such prohibited items only if the aggregate floor area in such tenant's or occupant's premises devoted to the display of such items (other than those items the sale of which is completely prohibited as provided below) does not exceed the lesser of (1) three percent (3%) of the Rentable Area of such tenant's or occupant's premises, or (2) 100 square feet. Notwithstanding the foregoing, however, (A) the sale of the following (even if such sales be considered only "incidental sales") by any tenant or occupant in the Shopping Center or on Related Land is expressly prohibited (1) wine and/or beer for off premises consumption, (2) meat, poultry and/or seafood for off premises consumption, and (3) cheese for off premises consumption, and (B) except for a conventional drug store, which shall be permitted to sell the following items, the sale of the following (even if such sales be considered only "incidental sales") by any tenant or occupant in the Shopping Center or on Related Land is expressly prohibited (1) vitamins for off premises consumption, (2) naturopathic and/or homeopathic remedies for off premises consumption, and (3) nutritional supplements for off premises consumption.

(e) Remedies for Breach of Restrictive Covenant. The restrictions set forth in Sections 7.1(a)(v), 7.1(b) and 7.1(c) above were a material inducement to Tenant to enter into this Lease, and any breach of such restrictions will cause Tenant irreparable harm.

(i) Unilateral Action of Another Tenant. If a violation of the restrictions set forth in Sections 7.1(a)(v), 7.1(b) and/or 7.1(c) above occurs (a "Violation") and Tenant provides written notice of such Violation to Landlord (a "Violation Notice"), the Violation is the result of the unilateral action of another tenant or occupant of the Shopping Center or Related Land (other than a tenant pursuant to a lease pre-dating this Lease, which lease grants the tenant such right), and no voluntary resolution is reached within six (6) months after Tenant gives Landlord the Violation Notice, Landlord agrees to promptly file suit against the violating party and use commercially reasonable, good faith efforts to resolve the Violation (including appealing any judgment adverse to enforcement of the applicable restriction). Tenant also shall be entitled to exercise any remedies Tenant may have against the violating party at law

or in equity, including injunctive relief, against the violating party to enforce the restrictions set forth in Sections 7.1(a)(v), 7.1(b) and/or 7.1(c) above. Tenant shall have no right to terminate this Lease due to a Violation that is the result of the unilateral action of another tenant or occupant of the Development or Related Land.

(ii) Breach by Landlord. If a Violation occurs and Tenant provides a Violation Notice to Landlord, and if the Violation results from Landlord (A) having leased premises in the Shopping Center or on Related Land in violation of the restrictions set forth in Sections 7.1(a)(v), 7.1(b) and/or 7.1(c) above, (B) having expressly consented to the Violation, or (C) having taken affirmative action to allow the Violation, as opposed to the unilateral action of another tenant or occupant of the Shopping Center or Related Land, then Landlord agrees to use its best efforts to resolve the Violation, and Tenant shall be entitled to an immediate and total abatement of Base Rent until such time as the Violation ceases. If the Violation does not cease by the date that is six (6) months after Tenant gives Landlord the Violation Notice, Tenant may (but shall not be obligated to) elect to terminate this Lease without providing any additional cure period to Landlord. Tenant's right to abate payment of Base Rent and to terminate this Lease is in addition to any other remedies Tenant may have at law or in equity, including injunctive relief, to enforce the restrictions set forth in Sections 7.1(a)(v), 7.1(b) and 7.1(c) above and Exhibit L. Tenant shall also have the right to recover from Landlord any lost or reduced revenues caused by Landlord's breach of Sections 7.1(a)(v), 7.1(b) and/or 7.1(c) above.

(iii) Liquidated Damages. Landlord and Tenant agree that the actual damages that might be sustained by Tenant by reason of a Violation are uncertain and difficult to ascertain, and that after negotiation Landlord and Tenant have made their best reasonable estimate of such damage and have agreed that the abatement in Base Rent described in Section 7.1(e)(ii) above is a reasonable estimate of such damage. Landlord further agrees that it shall not assert as a defense to a Violation or to Tenant taking the abatement in Base Rent provided for herein that the liquidated damages herein are not a reasonable estimate. Notwithstanding the foregoing, Landlord and Tenant agree that the liquidated damages herein may not provide Tenant with an adequate remedy at law. Therefore, in addition to, and without limiting, Tenant's right to receive the liquidated damages described herein, Tenant shall have the right to prevent a Violation through injunctive relief and such other remedies as may be available to Tenant in equity.

(iv) No Extension of Time Periods. Anything in this Lease to the contrary notwithstanding, neither the Applicable Grace Period under Section 10.3 hereof nor any other provision of this Lease shall apply to extend any of the time periods provided for in this Section 7.1(e).

7.2 Conduct of Business.

(a) Right Not to Operate. Except as hereinafter provided, Tenant shall have no obligation to open for business in the Demised Premises. If Tenant does open for business in the Demised Premises, Tenant shall have the right at any time and from time to time thereafter to cease conducting business in the Demised Premises upon not less than six (6) months' prior written notice to Landlord, provided that Tenant shall remain obligated for all rental payments in this Lease.

(b) Notwithstanding the foregoing, and in no way limiting Tenant's obligation with respect to all rental payments in this Lease, Tenant agrees to open the Demised Premises for business with the public for at least one day during the Demised Term as a fully stocked and staffed Whole Foods Market.

(c) Landlord Recapture Right. Notwithstanding the foregoing, if after opening for business in the Demised Premises Tenant discontinues operation of its business in the Demised Premises for a period of three (3) consecutive months (excluding any temporary period during which Tenant is closed for rehabilitation, modernization or improvement of the Demised Premises, for rebuilding or repairs following a casualty or condemnation or by reason of any Force Majeure Events), Landlord thereafter shall have the right, at its sole option, to terminate this Lease upon advance written notice to Tenant ("Landlord's Termination Notice") given at any time prior to the date Tenant either (A) notifies Landlord in writing that it covenants to re-commence operation of its business in the Demised Premises within two (2) months, or (B) enters into a binding lease assignment or sublease with an assignee or subtenant in accordance with this Lease who has covenanted to open for business in the Demised Premises within a reasonable period of time consistent with such assignee's or subtenant's need to remodel and stock the Demised Premises for its particular use. This Lease shall terminate three (3) months after Landlord gives Tenant Landlord's Termination Notice (or at such earlier time as Tenant elects).

(d) No Waste. Tenant shall not cause injury or waste to the Demised Premises, reasonable wear and tear excepted. Tenant shall keep the Demised Premises clean and free from pests, insects, rubbish, trash and garbage, and, at its own expense, arrange for removal of same. Tenant shall store all such rubbish, trash and garbage within the Demised Premises or Tenant's loading dock or receiving area.

7.3 Renovation. The Demised Premises may occasionally require rehabilitation, modernization or improvement. Tenant may, from time to time, close the Demised Premises to the public for the purpose of rehabilitating, modernizing or improving same.

ARTICLE 8. UTILITY SERVICES

Throughout the Demised Term, Tenant shall directly contract with utility providers for the supply of utility services to the Demised Premises. If Tenant desires to obtain its utilities through an alternate service provider or to seek to generate its own power, such as by means of solar power, Tenant shall be entitled to do so, and Landlord shall cooperate with Tenant in giving all necessary authorizations that may be required to commence such alternate service or power generation. Tenant shall pay for all utility usage by Tenant at the Demised Premises during the Demised Term. Tenant shall have the right to install penetrations through the floor and roof slabs of the Demised Premises for mechanical, electrical and plumbing lines. In addition, Tenant shall have the right to install mechanical, electrical and plumbing lines below or within the floor slab if the store is located on grade.

ARTICLE 9. INSURANCE, LIABILITY AND TAXES

9.1 Insurance.

(a) Liability Insurance.

(i) From and after the Tender Date Tenant shall maintain a policy of commercial general liability insurance on the Demised Premises and all buildings and improvements located thereon, protecting Landlord and Tenant against loss, cost or expense by reason of injury to or death of persons or damage to or destruction of property by reason of the use and occupancy of the Demised Premises by Tenant and Tenant's Invitees. Such insurance shall have limits of at least \$2,000,000.00 for each occurrence, bodily injury and property damage combined, subject to Tenant's deductible.

(ii) From and after the date of this Lease Landlord shall maintain a policy of commercial general liability insurance on the Development and all buildings and improvements located thereon, protecting Landlord and Tenant against loss, cost or expense by reason of injury to or death of persons or damage to or destruction of property. Such insurance shall have limits of at least \$2,000,000.00 for each occurrence, bodily injury and property damage combined, subject to Landlord's deductible.

(iii) From and after the Tender Date Tenant shall maintain a policy of Workers' Compensation Insurance covering all costs, statutory benefits and liabilities under state workers' compensation and similar laws for employees of Tenant and Employer's Liability Insurance with limits of not less than \$500,000 per accident or disease and \$500,000 aggregate by disease.

(b) Property Insurance - Improvements.

(i) From and after the Tender Date, Tenant shall maintain Causes of Loss – Special Form property damage insurance on the Building and on all other improvements constructed within the Demised Premises (excluding footings, foundations and paved areas), on all leasehold improvements constructed by Tenant within the Building, and on Tenant's Fixtures and Equipment in amounts equal to one hundred percent (100%) of their full replacement cost, subject to Tenant's deductible.

(ii) In the event the property damage insurance known as of the date of this Lease as “Causes of Loss – Special Form” ceases to exist in the future, Tenant shall maintain that form of property damage insurance that provides coverage against the same causes of loss as “Causes of Loss – Special Form” property damage insurance does as of the date of this Lease.

(c) Certificates of Insurance. All insurance required to be carried by Landlord and Tenant pursuant to this Lease shall be carried with reputable companies licensed to do business in the State in which the Demised Premises are located and having an A.M. Best Rating of not less than A:XI. Landlord and Tenant shall, upon written request by the other, furnish a certificate from such party's insurance carrier certifying that the insurance coverage that such party is required to maintain is in force. If available at no additional cost to the party providing the certificate, each certificate shall provide that such insurance shall not be canceled unless

thirty (30) days prior written notice of such cancellation is given to the party designated on such certificate as the holder thereof. Tenant may satisfy the requirement to provide a certificate of insurance with respect to Tenant's commercial general liability insurance and/or property insurance by providing Landlord with a web site link to a Memorandum of Insurance (located on the web site of the issuer of Tenant's commercial general liability insurance and/or property insurance) evidencing that the commercial general liability insurance and/or property insurance coverage that Tenant is required to maintain is in force.

(d) Blanket Policies. The insurance required to be carried pursuant to this Lease may be carried under policies of blanket insurance that may cover other liabilities and locations; provided, however, in all other respects each of such policies shall comply with the provisions of this Section 9.1.

(e) Self Insurance. In addition to and notwithstanding the foregoing, for so long as Whole Foods Market, Inc. is the guarantor of Tenant's obligations under this Lease and maintains a net worth (calculated pursuant to generally accepted accounting principles) of not less than \$50,000,000, Tenant may self-insure such risks, and in such event, Tenant shall have no obligation to maintain the insurance set forth herein. In the event Whole Foods Market, Inc. ceases to be a publicly traded company, then upon request from Landlord from time to time, but in no event more frequently than once per year, Tenant shall certify in writing or shall provide access to public records to provide such facts that Whole Foods Market, Inc. maintains a net worth equal to or greater than \$50,000,000 if Tenant elects to self-insure pursuant to this paragraph. Tenant may satisfy the requirement to certify the net worth of Whole Foods Market, Inc. by providing Landlord with a web site link to the financial statements of Whole Foods Market, Inc. that are filed with the United States Securities and Exchange Commission.

9.2 Indemnification.

(a) TENANT. TENANT COVENANTS TO DEFEND AND SAVE LANDLORD HARMLESS FROM ANY AND ALL LOSSES WHICH MAY OCCUR WITH RESPECT TO ANY PERSON OR PERSONS, CORPORATION, PROPERTY OR CHATTELS ON THE DEMISED PREMISES OR WITHIN THE COMMON AREA RESULTING FROM TENANT'S ACTS OR OMISSIONS, EXCEPT

(I) TO THE EXTENT SUCH LOSS RESULTS FROM A DEFAULT BY LANDLORD UNDER THIS LEASE OR THE WILLFUL MISCONDUCT OR NEGLIGENT ACT OR OMISSION OF LANDLORD, ITS AGENTS, EMPLOYEES, OR INDEPENDENT CONTRACTORS, OR

(II) TO THE EXTENT OF ANY INSURANCE PROCEEDS RECEIVED (OR RECEIVABLE) BY LANDLORD OR PAYABLE UNDER LANDLORD'S INSURANCE (OR WHICH WOULD HAVE BEEN RECEIVED OR RECEIVABLE HAD LANDLORD MAINTAINED THE INSURANCE REQUIRED TO BE CARRIED BY LANDLORD UNDER THIS LEASE) AS A RESULT OF LANDLORD'S CONTRIBUTORY CULPABILITY, OR

(III) TO THE EXTENT THE LOSS OR DAMAGE IS TO PROPERTY AND LANDLORD HAS WAIVED ITS RIGHT TO RECOVER THE COST OF SUCH LOSS OR DAMAGE TO PROPERTY FROM TENANT BY VIRTUE OF LANDLORD'S WAIVER OF CLAIMS UNDER SECTION 9.3(a) BELOW.

WITH RESPECT TO ANY LOSS FROM WHICH LANDLORD CLAIMS TENANT IS REQUIRED TO HOLD LANDLORD HARMLESS, LANDLORD SHALL PROMPTLY NOTIFY TENANT OF (A) ANY ACTS OR OMISSIONS CAUSING SUCH LOSS, AND (B) ANY PROCEEDINGS INITIATED IN CONNECTION WITH SUCH ACTS OR OMISSIONS. TENANT'S OBLIGATIONS UNDER THIS SECTION SHALL BE REDUCED TO THE EXTENT THAT TENANT IS NOT PROMPTLY NOTIFIED AS AFORESAID AND SUCH FAILURE PREJUDICES TENANT.

(b) LANDLORD. LANDLORD COVENANTS TO DEFEND AND SAVE TENANT HARMLESS FROM ANY AND ALL LOSSES WHICH MAY OCCUR WITH RESPECT TO ANY PERSON OR PERSONS, CORPORATION, PROPERTY OR CHATTELS ON THE DEMISED PREMISES OR WITHIN THE COMMON AREA RESULTING FROM LANDLORD'S ACTS OR OMISSIONS, EXCEPT

(I) TO THE EXTENT SUCH LOSS RESULTS FROM A DEFAULT BY TENANT UNDER THIS LEASE OR THE WILLFUL MISCONDUCT OR NEGLIGENT ACT OR OMISSION OF TENANT, ITS AGENTS, EMPLOYEES, OR INDEPENDENT CONTRACTORS, OR

(II) TO THE EXTENT OF ANY INSURANCE PROCEEDS RECEIVED (OR RECEIVABLE) BY TENANT OR PAYABLE UNDER TENANT'S INSURANCE (OR WHICH WOULD HAVE BEEN RECEIVED OR RECEIVABLE HAD TENANT MAINTAINED THE INSURANCE REQUIRED TO BE CARRIED BY TENANT UNDER THIS LEASE) AS A RESULT OF TENANT'S CONTRIBUTORY CULPABILITY, OR

(III) TO THE EXTENT THE LOSS OR DAMAGE IS TO PROPERTY AND TENANT HAS WAIVED ITS RIGHT TO RECOVER THE COST OF SUCH LOSS OR DAMAGE TO PROPERTY FROM LANDLORD BY VIRTUE OF TENANT'S WAIVER OF CLAIMS UNDER SECTION 9.3(b) BELOW.

WITH RESPECT TO ANY LOSS FROM WHICH TENANT CLAIMS LANDLORD IS REQUIRED TO HOLD TENANT HARMLESS, TENANT SHALL PROMPTLY NOTIFY LANDLORD OF (A) ANY ACTS OR OMISSIONS CAUSING SUCH LOSS, AND (B) ANY PROCEEDINGS INITIATED IN CONNECTION WITH SUCH ACTS OR OMISSIONS. LANDLORD'S OBLIGATIONS UNDER THIS SECTION SHALL BE REDUCED TO THE EXTENT THAT LANDLORD IS NOT PROMPTLY NOTIFIED AS AFORESAID AND SUCH FAILURE PREJUDICES LANDLORD.

9.3 Mutual Waiver of Claims and Subrogation.

(a) WAIVER OF CLAIMS - LANDLORD. NOTWITHSTANDING ANYTHING IN THIS LEASE TO THE CONTRARY, LANDLORD HEREBY WAIVES ANY

CLAIM IT MAY HAVE AGAINST TENANT, ITS AGENTS OR EMPLOYEES FOR LOSS OR DAMAGE TO PROPERTY TO THE EXTENT (I) SUCH LOSS OR DAMAGE TO PROPERTY RESULTED FROM A CAUSE OF LOSS THAT IS COVERED BY ANY PROPERTY DAMAGE INSURANCE CARRIED BY LANDLORD, AND (II) THE AMOUNT OF SUCH LOSS OR DAMAGE TO PROPERTY EXCEEDS THE LESSER OF (A) THE DEDUCTIBLE AMOUNT UNDER LANDLORD'S PROPERTY DAMAGE INSURANCE POLICY, AND (B) FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00).

(b) WAIVER OF CLAIMS - TENANT. NOTWITHSTANDING ANYTHING IN THIS LEASE TO THE CONTRARY, TENANT HEREBY WAIVES ANY CLAIM IT MAY HAVE AGAINST LANDLORD, ITS AGENTS OR EMPLOYEES FOR LOSS OR DAMAGE TO PROPERTY TO THE EXTENT (I) SUCH LOSS OR DAMAGE TO PROPERTY RESULTED FROM A CAUSE OF LOSS THAT IS COVERED BY THE PROPERTY DAMAGE INSURANCE CARRIED BY TENANT HEREUNDER (OR A CAUSE OF LOSS WHICH WOULD HAVE BEEN COVERED HAD TENANT MAINTAINED THE PROPERTY DAMAGE INSURANCE REQUIRED UNDER SECTION 9.1(b)(i) ABOVE), AND (II) THE AMOUNT OF SUCH LOSS OR DAMAGE TO PROPERTY EXCEEDS THE LESSER OF (A) THE DEDUCTIBLE AMOUNT UNDER TENANT'S PROPERTY DAMAGE INSURANCE POLICY, AND (B) FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00).

(c) Waiver of Subrogation. Landlord and Tenant shall cause each property damage insurance policy carried by either of them insuring the Demised Premises, the contents thereof, or all or part of the Development to provide that the insurer waives all rights of recovery by way of subrogation or otherwise against the other party hereto (and all of such other party's affiliates) in connection with any loss or damage which is covered by such policy or that such policy shall otherwise permit, and shall not be voided by the waivers provided above. Notwithstanding the foregoing, if a waiver of an insurer's right of subrogation is not permitted by the Laws of the state in which the Demised Premises is located, the parties shall only waive their claims and their insurers' rights of subrogation to the extent allowed by Law.

9.4 Real Estate Taxes.

(a) Definition. As used herein, the term "Real Estate Taxes" shall mean all general, *ad valorem* real estate taxes, and assessments (general or special) for betterments and improvements that are levied or assessed on the Development by any lawful authority, including any substitution therefor, in whole or in part, due to a future change in the method of taxation. Real Estate Taxes shall be reduced by (i) any deferral, abatement, exemption, or other tax-lowering adjustment received by Landlord from the taxing authorities, and (ii) any amounts paid toward Real Estate Taxes by any third parties (excluding tenants) who may use all or any portion of the Development. For purposes of computing Tenant's pro rata share of Real Estate Taxes, Real Estate Taxes shall not include any: (1) income, excise, profits, estate, inheritance, succession, gift, transfer, franchise, capital, or other tax or assessment upon Landlord or upon the rentals payable under this Lease; (2) taxes on rents, gross receipts or revenues of Landlord from the Demised Premises; (3) any fine, penalty, cost or interest for any tax or assessment, or part thereof, which Landlord or its lender failed to timely pay (except if same are caused by an Event of Default); (4) any assessment for any off-site public improvements arising from the initial

construction or expansion of the Development or the Demised Premises; or (5) fees imposed upon Landlord in connection with Landlord's development of the Development (including, without limitation, trip generation fees). Notwithstanding anything contained herein to the contrary, nothing in this Lease shall be construed to exclude from Real Estate Taxes all increases in assessments or valuations of the Development due to the initial construction and improvements within the Development.

(b) Tenant's Obligation. Tenant shall be obligated to pay Tenant's pro rata share of the Real Estate Taxes that accrue on the Development during the Demised Term. Tenant shall pay the product of (i) the amount of Real Estate Taxes assessed against the Development, multiplied by (ii) a fraction, the numerator of which shall be the Rentable Area of the Demised Premises and the denominator of which shall be the total Rentable Area in the Development. Tenant shall in no event be liable for any Real Estate Taxes on any property outside of the Development. Landlord and Tenant agree that all assessments imposed during the Demised Term which are permitted to be included within Real Estate Taxes hereunder shall, for the purposes of computing Tenant's pro rata share thereof, be deemed to have been paid in the maximum number of installments permitted by the applicable taxing authority.

(c) Landlord's Obligation. Landlord shall be responsible for the payment of all Real Estate Taxes and the like as may be imposed or become a lien on any portion of the Development, whether Common Area or otherwise. Nothing contained in this Section 9.4 shall be construed so as to require Tenant to pay or be liable for any gift, inheritance, estate, franchise, succession, transfer, income, profits, capital or similar tax, or any tax in lieu of any of the foregoing, imposed upon Landlord or the successors or assigns of Landlord. Landlord represents and warrants that, as of the date hereof, there are no special assessments that are proposed, pending, laid, levied, assessed, imposed or due on the Development.

(d) Timing.

(i) Payment of Real Estate Taxes and the like as required hereunder shall be deemed to be timely if made within the period in which payment is permitted without penalty (whether or not interest accrues on the unpaid balance). Landlord or Tenant shall, within one (1) month after written request from the other, provide satisfactory evidence of such payment. Landlord and Tenant may take the benefit of any Law allowing Real Estate Taxes to be paid in installments.

(ii) Tenant shall pay its pro rata share of Real Estate Taxes to Landlord electronically by ACH or wire transfer within two (2) weeks after delivery to Tenant by Landlord of the actual tax bill for which payment is being requested and a statement indicating Tenant's pro rata share of the Real Estate Taxes reflected on such tax bill. Tenant acknowledges that Landlord is required to pay Real Estate Taxes semi-annually.

(iii) However, if Landlord is required by the holder of any fee mortgage secured by the Development to escrow any amounts for Real Estate Taxes, then so long as such escrow shall be so required and all other tenants and occupants of the Development are similarly required to make monthly payments to Landlord with respect to Real Estate Taxes, upon written notice from Landlord to Tenant, Tenant agrees that in addition to the monthly payment of Base

Rent hereunder, Tenant shall pay to Landlord with such monthly Base Rent payment an amount equal to Tenant's pro rata share of the monthly tax escrow amount required to be paid by Landlord. Upon Landlord's receipt of the actual tax bills for the Development, Landlord will deliver a copy of same to Tenant, and thereupon there shall be adjustment between Landlord and Tenant to the end that Landlord shall receive from Tenant only Tenant's pro rata share of the actual Real Estate Taxes. If the tax bills show that Tenant's pro rata share of Real Estate Taxes for the period covered exceeds the total of Tenant's estimated monthly payments made for such period, Tenant shall pay Landlord the deficiency within two (2) months after Tenant's receipt of the tax bills. If Tenant's payments for the period in question exceed Tenant's pro rata share of Real Estate Taxes for such period, Landlord shall return the overpayment to Tenant within one (1) month or, if Tenant so elects, Tenant may take a credit for such overpayment against the next payment(s) of rent due hereunder.

(e) Proration; Reimbursement. Real Estate Taxes for which Tenant is responsible shall be prorated between Landlord and Tenant as of the Rent Commencement Date and the end of the Demised Term. For the calendar year in which the Demised Term ends, Real Estate Taxes shall be prorated on the basis of one hundred three percent (103%) of the previous calendar year's Real Estate Taxes. Upon final assessment of Real Estate Taxes for the year of termination, the tax proration will be adjusted to reflect the tax obligation of Tenant. If an assessment that is payable in periodic installments is levied on the Demised Premises, Tenant shall pay only those installments that are attributable to the Demised Term. If the Lease terminates prior to its normal expiration and Tenant has prepaid any Real Estate Taxes, Landlord shall reimburse Tenant, on demand, for the portion for which Tenant is not responsible hereunder.

(f) Right to Contest.

(i) Notices of Assessment/Valuation. Landlord shall provide Tenant with copies of all notices of assessment and/or valuation received by Landlord with respect to the Development within fifteen (15) business days following Landlord's receipt of same. Landlord shall include with such copies of assessment and/or valuation a statement as to whether Landlord intends to contest the assessment or valuation, as applicable.

(ii) Contest of Real Estate Taxes. At Tenant's request and at Tenant's sole cost and expense, but subject to any limitations placed upon the right to contest Real Estate Taxes by the PDP or the RDA, Landlord shall contest the amount or validity of any assessment, valuation and/or Real Estate Taxes, by appropriate proceedings conducted in good faith. If, as a result of any contest or otherwise, any rebate or refund of Real Estate Taxes is received, Tenant shall be entitled to Tenant's pro rata share thereof (after reasonable and customary expenses incurred and paid by Tenant in connection with such contest are paid to Tenant for having incurred such expense).

9.5 Liens.

(a) If any lien is filed against the Demised Premises or the Development on account of labor or materials furnished in connection with any construction, maintenance, repairs or alterations either Landlord or Tenant shall undertake, the party contracting for such work (the

"Contracting Party") shall cause such lien to be released within one (1) month after actual notice of the filing thereof or shall furnish to the other party a bond or other security reasonably satisfactory to the other, conditioned to indemnify the other against the foreclosure of such lien. The Contracting Party shall have the right, after notice to the other, to contest in good faith and with all due diligence any such lien and shall not be required to pay any claim secured by such lien; provided that (i) such lien would not impair the rights or be satisfied out of the interest of the other in the Demised Premises and/or the Development by reason of such delay, and (ii) the Contracting Party will at its expense defend the other and pay all costs reasonably incurred by the other relating to the contest if the other is joined in any suit pertaining thereto or if any such lien is placed upon the other's interest in the Demised Premises and/or the Development.

(b) Notwithstanding the foregoing, the contractors, subcontractors, materialman and other providing services or material to Tenant, shall not be entitled to file a lien against Landlord's fee simple title to the Development or Demised Premises, and any contract that Tenant shall execute for Tenants shall contain a provision whereby the contracting party agrees to the foregoing restriction upon its ability to file a claim of lien against Landlord's fee simple title.

ARTICLE 10. DEFAULT AND REMEDIES

10.1 Default by Tenant.

(a) Event of Default. If (i) default shall be made in the payment of any Base Rent, Percentage Rent or any Additional Rent or any installment thereof or in the payment of any other sum required to be paid by Tenant under this Lease, or if default shall be made in the observance or performance of any of the other agreements, covenants or conditions in this Lease which Tenant is required to observe and perform, (ii) Tenant shall fail to cure such default within the Applicable Grace Period (as defined in Section 10.3), and (iii) Tenant's failure to cure such default continues for more than ten (10) additional days after Landlord delivers to Tenant an additional written notice (the "Additional Notice") of Tenant's default, Landlord may treat the occurrence of any one or more of the foregoing events as a breach of this Lease (an "Event of Default").

(b) Landlord's Remedies. Upon the occurrence of an Event of Default Landlord, at its option may, without any additional notice or demand of any kind to Tenant or any other person, have its rights and remedies at law or in equity, including, but not limited to, the remedies set forth below, subject only to the limitations thereon set forth in Section 10.1(c) below

(i) Termination Upon Default. Upon the occurrence of any Event of Default, Landlord may, in addition to all other rights and remedies it may have, terminate this Lease by giving written notice to Tenant. After such termination of this Lease, Landlord may re-enter the Demised Premises (but only as provided by Law) to remove all persons, fixtures and chattels therefrom and, at Landlord's option, to store the same at Tenant's expense. Tenant shall pay to Landlord on demand, as damages and not as a penalty, the sum of (i) any and all rents and other charges due and payable by Tenant as of the date of termination, plus (ii) a sum of money equal to the then present value using an annual discount rate equal to the Interest Rate (as

hereinafter defined) as of the date the Lease is terminated less two percent (2%) of the annual Base Rent for the remainder of the Demised Term (exclusive of any unexercised Extension Options), Tenant's Fixed Reimbursement Amount, Tenant's pro rata share of Non-Capped Common Area Expenses, Tenant's pro rata share of Real Estate Taxes and all other charges provided herein to be paid by Tenant to Landlord for the remainder of the Demised Term, plus (iii) any other damages sustained by Landlord due to any Event of Default, including, but not limited to, reasonable attorneys' fees and court costs.

(ii) Repossession Upon Default. Upon the occurrence of any Event of Default, Landlord may repossess the Demised Premises without further notice by forcible entry and detainer suit (but only as provided by Law) and without terminating this Lease, in which event Landlord shall use commercially reasonable efforts to relet all or any part of the Demised Premises for such rent and upon such terms as shall be reasonably satisfactory to Landlord (which may include reletting the Demised Premises for a term greater or lesser than that remaining under the Term, reletting the Demised Premises as a part of a larger area, and changing the character or use made of the Demised Premises); provided that, if other space in the Development is then available or is expected to become available, Landlord may endeavor to lease such other space to prospective tenants rather than the Demised Premises and provided further that in no event shall Landlord be required to (1) agree to any lease terms that it deems to be unacceptable, (2) relet the Demised Premises for less than market rent, (3) relet to a tenant (or for a use) which is not in keeping with the character of the Development, (4) relet for a use other than the Permitted Use or another use reasonably acceptable to Landlord, or (5) expend any monies to refurbish, renovate or build-out the space, as may be requested by a prospective tenant, unless Landlord, in its sole discretion, approves both the lease terms and the character and credit of such prospective tenant. Nothing contained in this section shall be deemed to limit, prevent or preclude Landlord from recovering from Tenant the maximum amount to which Landlord is entitled as damages by any statute or rule of law or of any sums or damages to which Landlord may be entitled in addition to the damages set forth in this section. For the purpose of such reletting, Landlord may make any repairs in or to the Demised Premises that may be reasonably necessary and charge Tenant therefor. Tenant shall be liable for and shall pay from time to time upon demand from Landlord the difference between (i) the Base Rent or any portion thereof, Tenant's Fixed Reimbursement Amount, Tenant's pro rata share of Non-Capped Common Area Expenses, Tenant's pro rata share of Real Estate Taxes and all other charges provided herein to be paid by Tenant for the remainder of the Demised Term, and (ii) the net avails of any reletting, if any, during the Term, and Tenant agrees that Landlord need not wait until the termination of this Lease to recover any sums falling due under the terms of this Section. In no event shall Tenant be entitled to any sums in excess of Rents reserved hereunder if the Demised Premises are re-let by Landlord. No such re-entry or reletting by Landlord shall constitute an election to terminate this Lease unless and until Landlord gives Tenant written notice of Landlord's election to terminate, nor shall it relieve Tenant of its obligations under this Lease, all of which shall survive such repossession, reletting or both.

(iii) No Other Limitations. Nothing in this Section 10.1 shall be deemed to limit any additional remedies for a Tenant default set forth elsewhere in this Lease, nor shall any such additional remedies be deemed to limit any remedies for a Tenant default set forth in this Section 10.1.

(c) Limitations on Landlord's Remedies. Anything in Sections 10.1(a) or 10.1(b) above to the contrary notwithstanding, Landlord's exercise of its rights and remedies at law or in equity upon the occurrence of an Event of Default shall be subject to the following limitations:

(i) No Acceleration of Rent. Landlord shall not be entitled to an acceleration of the Base Rent and/or any other rent due hereunder for the balance of the Demised Term unless there is offset against such accelerated amount the fair market rental value of the Demised Premises for the same period which offset must take into consideration all of the costs, fees and expenses, incurred or to be incurred by Landlord which shall include, but not be limited to, fees for brokers, attorneys and other professionals. Any setoff must also take into consideration the absorption factor for similar vacant space in the immediate geographic area thereby allowing for the period of time that the space may remain vacant.

(ii) Duty to Mitigate. Landlord shall exercise commercially reasonable efforts to mitigate its damages resulting from Tenant's default; provided, however, so long as Landlord has exercised commercially reasonable efforts to mitigate its damages, Landlord shall not be liable to Tenant for, nor shall Tenant's liability to Landlord be diminished by, Landlord's inability to relet the Demised Premises.

(iii) Redecorating Costs. Tenant shall have no liability to Landlord for any costs or expenses incurred by Landlord in connection with refurbishing, renovating, retrofitting, subdividing or building out the Demised Premises in connection with a reletting thereof, but Landlord shall be entitled to recover from Tenant any costs incurred by Landlord to repair damage to the Demised Premises that was caused by Tenant (normal wear and tear excepted).

(iv) Percentage Rent. Tenant shall have no liability to Landlord for any Percentage Rent that would have accrued subsequent to the date that Tenant ceases operating its business at the Demised Premises; provided, however, the foregoing shall not relieve Tenant of any obligation to pay Percentage Rent that had accrued prior to the date that Tenant ceased operating its business at the Demised Premises.

(v) No Consequential Damages. In no event shall Tenant be liable to Landlord for any indirect or consequential damages including but not limited to, lost rent, revenue, or other payments from other tenants, loss in value of the Development, and/or lost profits.

(d) No Other Limitations. Subject to the limitations set forth in Section 10.1(c) above, nothing in this Section 10.1 shall be deemed to limit any additional remedies for a Tenant default set forth elsewhere in this Lease, nor shall any such additional remedies be deemed to limit any remedies for a Tenant default set forth in this Section 10.1.

10.2 Default by Landlord.

(a) Tenant's Remedies. If (i) Landlord shall fail to perform any of its obligations as required by this Lease or if Landlord fails to pay to Tenant any amounts owed by Landlord to Tenant, (ii) if Landlord shall fail to cure such failure within the Applicable Grace

Period (or such other applicable grace period expressly provided herein), and (iii) Landlord's failure to cure such default continues for more than ten (10) additional days after Tenant delivers to Landlord an Additional Notice of Landlord's default, then Tenant shall have its rights and remedies at law or in equity and Tenant may also elect to: (i) take such steps as may be reasonably necessary to cure Landlord's default, in which event Tenant shall be entitled to recover from Landlord all amounts expended by Tenant for said purposes, together with attorneys' fees and interest thereon from the date expended by Tenant until the date paid at the Interest Rate specified in Section 10.6 hereof, and if Landlord fails to pay to Tenant such amounts within one (1) month after written demand therefor, then Tenant shall be entitled to deduct such amounts from any amounts owed by Tenant to Landlord, (ii) deduct any amounts due by Landlord to Tenant, together with attorneys' fees and interest thereon from the date due until the date paid at the Interest Rate specified in Section 10.6 hereof, from any amounts owed by Tenant to Landlord, and/or (iii) terminate this Lease; provided, however, that Tenant shall not exercise its right to terminate this Lease until (A) Tenant has provided Landlord with an additional written notice of Landlord's default and Landlord has failed to remedy such default within one (1) month following Landlord's receipt of such additional written notice ("Landlord's Second Cure Period"); provided, however, if such default is of such a nature that it cannot reasonably be cured by Landlord within Landlord's Second Cure Period, then provided Landlord has commenced to cure within Landlord's Second Cure Period and thereafter diligently and in good faith pursues such cure to completion, Landlord shall have such additional time as may be reasonably necessary to cure such default and Tenant shall not terminate this Lease while Landlord is diligently pursuing the cure of such default, (B) Tenant has given written notice of Landlord's default to any mortgagee of Landlord of whom Tenant has been notified in writing at the last address of such mortgagee furnished to Tenant in writing, and (C) such mortgagee has had an additional one (1) month following the expiration of Landlord's Second Cure Period ("Mortgagee's Extended Cure Period") to remedy such default; provided, however, if such default is of such a nature that it cannot reasonably be cured by the mortgagee within Mortgagee's Extended Cure Period, then provided such mortgagee has commenced to cure within Mortgagee's Extended Cure Period and thereafter diligently and in good faith pursues such cure to completion, such mortgagee shall have such additional time as may be reasonably necessary to cure such default and Tenant shall not terminate this Lease while such mortgagee is diligently pursuing the cure of such default. Notwithstanding the foregoing, nothing herein shall be deemed to require Tenant to give any mortgagee notice of the non-satisfaction of any condition to this Lease or the opportunity to cure the non-satisfaction of any condition to this Lease. Tenant's self help rights under this Section 10.2(a) are in addition to, and not in lieu of, Tenant's self help rights under Section 10.4 below.

(b) Limitations on Tenant's Remedies. Anything in Section 10.2(a) above to the contrary notwithstanding, Tenant's exercise of its rights and remedies at law or in equity upon the occurrence of a Landlord default shall be subject to the following limitations:

(i) Duty to Mitigate. Tenant shall exercise commercially reasonable efforts to mitigate its damages resulting from Landlord's default.

(ii) No Consequential Damages. Except as expressly provided in Section 7.1(d) above, in no event shall Landlord be liable to Tenant for any indirect or consequential damages.

(iii) Limitation of Landlord Liability. If Tenant obtains a money judgment against Landlord or its successors or assigns under any provision of or with respect to this Lease or on account of any matter, condition or circumstances arising out of the relationship of the parties under this Lease, Tenant's occupancy of the Demised Premises or Landlord's ownership of the Demised Premises and/or the Shopping Center, the execution of such judgment shall be limited only to Landlord's interest in the Shopping Center, including the rents, profits, income or proceeds therefrom, and not out of any other assets of Landlord or its members, partners, shareholders, heirs, successors or assigns. In such event, Landlord shall be entitled to have any such judgment so qualified as to constitute a lien only on the Shopping Center, including the rents, profits, income or proceeds therefrom, subject to any liens antedating such judgment. The foregoing exculpation shall not be applicable in the event of fraud or misappropriation of payment made by Tenant to Landlord. Further, the foregoing shall not be deemed to limit Tenant's right to obtain injunctive relief including, without limitation, specific performance or to avail itself of any other right or remedy which may be available to Tenant by law or in equity, or under the terms of this Lease.

(c) No Other Limitations. Subject to the limitations set forth in Section 10.2(b) above, nothing in this Section 10.2 shall be deemed to limit any additional remedies for a Landlord default set forth elsewhere in this Lease, nor shall any such additional remedies be deemed to limit any remedies for a Landlord default set forth in this Section 10.2.

10.3 Applicable Grace Period. As used in this Lease, the term "Applicable Grace Period" shall be one of the following time periods:

(a) for Tenant's failure to pay Base Rent, five (5) days after Tenant's receipt of written notice from Landlord of such failure;

(b) for (i) failure of either party to perform any covenant to pay money (other than Tenant's payment of Base Rent), or (ii) any breach of a non-monetary obligation by Landlord that adversely affects the normal operation of Tenant's business at the Demised Premises, ten (10) days after the non-performing party's receipt of notice from the other party specifying such non-performance or breach; provided, however, any breach of a non-monetary obligation by Landlord which may not reasonably be cured within ten (10) days shall not be considered a default if Landlord, within said ten (10) day period, institutes efforts to cure said breach and thereafter diligently and in good faith prosecutes said efforts to completion, and

(c) for failure to perform any other obligation under this Lease, one (1) month after the non-performing party's receipt of notice specifying such non-performance; provided, however, failure to perform any such obligation which may not reasonably be cured within one (1) month shall not be considered a default if the non-performing party, within said one (1) month period, institutes efforts to cure said non-performance and thereafter diligently and in good faith prosecutes said efforts to completion.

10.4 Self Help. Notwithstanding anything in this Lease to the contrary, and in addition to the other rights and remedies of Landlord and Tenant set forth in this Lease:

(a) Tenant shall have the right, but not the obligation, to take such actions as are reasonably necessary to cure any utility interruption that is directly caused by an act of, or failure to act by, Landlord or subject to Landlord's direct control, but only if Landlord does not promptly cure such utility interruption, and

(b) Landlord and Tenant shall each have the right, but not the obligation, to take such actions as are reasonably necessary to prevent or mitigate damages or injury to persons or property arising out of the need for repairs or maintenance of the portions of the Development or Demised Premises that are the responsibility of the other party, and at the cost and expense of the party so responsible, but only where (i) an emergency exists, or (ii) any delay or further delay in taking action would likely result in an adverse impact on Tenant's business in the Demised Premises, irreparable harm and/or cause, increase or compound damages or injury to persons or property.

The party taking any action pursuant to either of Section 10.4(a) or 10.4(b) above shall promptly give notice to the other party of its exercise of the foregoing right (notice by telephone shall be sufficient for this purpose), and where reasonably practical, the party taking such action shall give such notice to the other party prior to taking such action. The responsible party shall reimburse the acting party the reasonable costs and expenses incurred in taking such actions, together with interest thereon at the Interest Rate from the date such costs and expenses were incurred, within one (1) month after receipt of a statement therefor.

10.5 Attorneys' Fees. Should any litigation be commenced between the parties to this Lease concerning the Demised Premises, this Lease, or the rights and duties of either in relation thereto, the party prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for its attorneys' fees actually incurred and paid, which shall be determined by the court in such litigation, or in a separate action brought for that purpose.

10.6 Interest. Except where a different rate of interest is expressly provided for elsewhere in this Lease, whenever any interest is payable by Tenant to Landlord or Landlord to Tenant under this Lease, such interest shall be paid at an annual rate (the "Interest Rate") equal to the lesser of (i) the prime interest rate from time to time contained in *The Wall Street Journal* (or its successor or reasonable equivalent) plus five percent (5%), or (ii) the highest interest rate permitted by applicable Law. All monetary obligations owed by Tenant to Landlord or Landlord to Tenant shall bear interest at the Interest Rate (except where a different rate of interest is expressly provided for elsewhere in this Lease) from the date due until paid. The payment of interest on such amounts shall not excuse or cure any default by Landlord or Tenant under this Lease.

ARTICLE 11. CASUALTY DAMAGE

11.1 Obligation to Restore.

(a) If the whole or any part of the Demised Premises (including the Building Shell and the leasehold improvements) is damaged or destroyed during the Demised Term by any cause whatsoever, then, except as otherwise provided in Section 11.1(c) below, Tenant, at its

sole cost and expense, shall repair, restore or rebuild the Building and the leasehold improvements within the Demised Premises to substantially the condition they were in immediately prior to such damage or destruction ("Tenant's Restoration"). Tenant's Restoration shall be promptly commenced and performed with due diligence in a good and workmanlike manner and in accordance with applicable Law and plans and specifications for such work reasonably approved by Landlord.

(b) If by a casualty caused by an act of Landlord (i) any portion of the Demised Premises is damaged so as to render the Demised Premises untenantable, in whole or in part, or (ii) Gross Sales decrease by five percent (5%) or more as a result thereof for a period of ten (10) days or more, Tenant's obligations to pay Base Rent and Additional Rent shall abate in a just proportion to the duration and extent of such interference with Tenant's operations in the Demised Premises, and such abatement shall continue until the earlier of the Tenant's Restoration is completed or this Lease terminates. If the Demised Premises (including the Building shell and the leasehold improvements) is rendered unusable, all time periods under this Lease shall be tolled during any period of damage and destruction, until completion of Tenant's Restoration; provided, however, that Tenant shall remain obligated for the payment of Base Rent, unless the damage and destruction was caused by Landlord.

(c) Notwithstanding the foregoing:

(i) if such damage or destruction to the Demised Premises shall occur during the last three (3) years of the Original Term or during the last three (3) years of an Extension Term, and the cost of Tenant's Restoration equals or exceeds twenty-five percent (25%) of the total replacement cost of the Building and the improvements constructed by Tenant within the Demised Premises from time to time (including any additions, replacements or renovations thereto), then this Lease may be terminated at Tenant's election, provided that Tenant gives Landlord written notice of such election within two (2) months after the occurrence of such damage or destruction.; and

(ii) if such damage or destruction to the Development or the Demised Premises shall occur during the last six (6) months of the Original Term or an Extension Term, then this Lease may be terminated by Landlord, provided that Landlord gives Tenant written notice of such election within two (2) months after the occurrence of such damage or destruction. However, if Landlord shall exercise said right of termination and at that time Tenant has an unexercised Extension Option, Tenant may render Landlord's notice of termination null and void, provided that Tenant, within one (1) month after its receipt of Landlord's termination notice, shall exercise its next available Extension Option.

11.2 Disbursement of Insurance Proceeds. All proceeds of property insurance collected as a result of any casualty damage to the Demised Premises (including the Building shell and the leasehold improvements) shall be held in accordance with the requirements of Landlord's lender and disbursed in progress payments to Tenant for the restoration of the Building shell and the leasehold improvements in the Demised Premises. For the avoidance of doubt, the provisions of this Lease relating to insurance proceeds and rebuilding after a casualty shall prevail over any conflicting provisions in any deed of trust or mortgage encumbering the Development. Notwithstanding the foregoing, any such proceeds payable for loss of or damage

to Tenant's personal property, furniture, trade fixtures, machinery and equipment shall be payable directly to Tenant, and neither Landlord nor any lender shall have any claim therefor.

11.3 Disposition of Insurance Proceeds on Termination. In the event this Lease terminates pursuant to Section 11.1(c) above, (a) Tenant shall be entitled to retain all insurance proceeds payable under the property insurance policy maintained by Tenant with respect to the leasehold improvements constructed by Tenant within the Demised Premises from time to time (including any additions, replacements or renovations thereto), Tenant's personal property, and Tenant's Fixtures and Equipment, (b) Landlord shall be entitled to receive all insurance proceeds payable under the property insurance policy maintained by Tenant with respect to the Building shell (including, if Tenant self-insures, amounts that would have been payable under insurance required to be carried hereunder if Tenant did not self-insure), (c) and the parties shall be released hereunder, each to the other, from all liability and obligations thereafter arising.

ARTICLE 12. EMINENT DOMAIN

12.1 The Taking. If Landlord or Tenant receives any notice of the intention of any Authority to appropriate, take or condemn any portion of the Demised Premises or the Development for public or quasi-public use under any right of eminent domain (collectively, "Taking"), the party receiving such notice shall promptly notify the other party thereof. In the event of any such Taking or conveyance in lieu of a formal taking under the threat or proposal of a Taking, then any award, settlement or proceeds shall be distributed to the parties in proportion to the value of their respective interests in the Demised Premises as set forth below. If the whole of the Demised Premises shall be taken by any Authority under the power of eminent domain, the Demised Term shall cease as of the day possession shall be taken by such Authority, and Tenant shall pay rent up to that date with an appropriate refund by Landlord of such rent as may have been paid in advance for any period subsequent to the date possession is taken. All compensation awarded for any taking under the power of eminent domain, whether for the whole or a part of the Demised Premises, shall be the property of Landlord, whether such damages shall be awarded as compensation for diminution in the value of the leasehold or to the fee of the Demised Premises or otherwise provided, however, that Landlord shall not be entitled to any award specifically made to Tenant for the taking of Tenant's trade fixtures, furniture or leasehold improvements to the extent of the cost to Tenant of said improvements (exclusive of Landlord's contribution), less depreciation computed from the date of said improvements to the expiration of the original term of this Lease plus, to the extent moving costs are compensable and recovered from the condemning authority, Tenant's moving costs incurred as a result of vacating the Demised Premises. In the event of such Taking or like proceeding, the parties shall represent their own interests and shall present and prosecute their own claims for compensation insofar as possible. If the parties are not permitted to proceed as separate parties, they shall jointly select counsel to present and prosecute their respective claims, and all costs thereof shall be paid by the parties in proportion to the amount of the award, settlement or sale proceeds that each is entitled to receive.

12.2 Apportionment. Any apportionment of the final award or settlement of compensation jointly entered into by Landlord and Tenant with the authority over a Taking shall be binding upon the parties. If the parties are unable to agree on the value of their respective

interests and distribution of the final award or settlement of compensation, the matter of apportionment shall be determined in accordance with the laws of the State of Illinois.

12.3 Tenant's Option to Terminate Lease and Receive Compensation. Tenant shall have the right to claim compensation as aforesaid and the option to terminate this Lease upon three (3) months' notice to Landlord if such Taking or sale results in (i) loss of all of the Demised Premises or an exterior wall thereof, (ii) loss of access to the Development from either West 63rd Street or South Halsted Street (or loss of all or any portion of the in and out access to those streets as shown on the Site Plan), (iii) limitation of access to the Demised Premises or the Development preventing or substantially affecting operation of Tenant's business in the Demised Premises, (iv) loss of all or a portion of the Adjacent Parking Area, (v) loss of all or a portion of the other parking area of the Development, which loss prevents or substantially affects the operation of Tenant's business in the Demised Premises, or (vi) the Demised Premises being, in Tenant's reasonable judgment, unprofitable or unusable by Tenant in the operation of its business. Any such Taking is referred to herein as a "Taking Impacting Tenant". If a Taking Impacting Tenant occurs and if Tenant shall exercise its option to terminate this Lease, then this Lease and Tenant's obligation to pay rent and other charges shall terminate as of the earlier of the date set forth in Tenant's termination notice or the date of such taking, condemnation or sale (with the unearned portion of the rent and other charges theretofore paid being returned to Tenant), except that such action shall not be deemed to terminate this Lease for purposes of Tenant's prosecuting and receiving an award or settlement for compensation.

12.4 Partial Taking. If any such Taking is not a Taking Impacting Tenant or if Tenant does not elect to terminate this Lease in accordance with Section 12.3 hereof, (i) this Lease shall continue, (ii) Tenant, at its sole cost and expense, shall repair, restore or rebuild the leasehold improvements constructed by Tenant within the Demised Premises, and (iii) Landlord shall repair, restore or rebuild the remaining portion of the Demised Premises and the remainder of the Development to substantially the condition they were in immediately prior to the Taking provided it is able to reasonably do so in its reasonable discretion and then, only to the extent of the compensation awarded for the taking and received for such purposes. Subject to the foregoing, all proceeds from the award, settlement or conveyance (including any proceeds payable to Landlord) shall first be applied to the repair or restoration of the Demised Premises, thereafter to the repair or restoration of any Common Areas and thereafter as described in Section 12.1 (if, for any reason, such Landlord's repair or restoration is not performed or the proceeds for Tenant's repair or restoration are not made available to Tenant by Authority, Tenant shall have the right to terminate this Lease without further obligation). Rent shall be abated during any period in which the business operations in the Demised Premises are ceased for repair or restoration and thereafter equitably adjusted based on any reduction in the ground floor area of the Demised Premises as a result of such Taking, and any unearned rent and other charges theretofore paid shall be proportionately returned to Tenant.

ARTICLE 13. TITLE TO PREMISES

13.1 Representations, Warranties and Covenants. In order to induce Tenant to enter into this Lease, Landlord represents and warrants to and covenants with Tenant as follows, all of which shall be subject to the current status of the Shopping Center and the Demised Premises; namely that the current zoning and allowed use of the same does not allow for the Tenant's use

and that the ability to so use the Shopping Center and the Demised Premises is subject to the actions being presently taken by the City of Chicago to cause the development of the same in accordance with the Site Plan:

(a) On the Landlord Work Completion Date Landlord will own the Demised Premises and the Shopping Center in fee simple absolute, free and clear of all encumbrances except for the matters set forth on Exhibit J, the lien of any mortgage, and all documents placed of record for the PDP of the City of Chicago. ("Permitted Title Exceptions").

(b) To the best of Landlord's knowledge and subject to the introductory caveat, there will not be any legal impediment to Tenant's contemplated construction and/or use of the Demised Premises and Common Area as set forth in this Lease.

(c) Assuming a favorable result from the efforts of the City of Chicago, the Demised Premises as of the Tender Date and the Rent Commencement Date should not be subject to any zoning ordinances or similar governmental regulations which in any manner would prevent or interfere with Tenant's contemplated construction and/or use of the Demised Premises..

(d) In the event the legal description of the Development set forth in Exhibit C-2 hereto indicates that the Development is composed of more than one parcel or lot, Landlord represents that there will not exist any strips or gores between such parcels or lots which are not owned by Landlord.

(e) To the best of Landlord's knowledge and subject to the introductory caveat, third party consents or approvals are required for the performance of Landlord's Work and Tenant's Work (excluding, as of the date hereof, governmental permits and approvals).

(f) Tenant's use of the Demised Premises for the Permitted Use will not violate any exclusive provision or prohibited use restriction granted to any other tenant or occupant in the Development.

(g) This Lease does not violate the provisions of any instrument heretofore executed and/or binding on Landlord, or presently existing and affecting or encumbering the Shopping Center, or the Demised Premises, and no rights granted by Landlord to Tenant under the terms of this Lease conflict with any rights granted by Landlord to any other tenant or occupant in the Shopping Center.

(h) To the Landlord's knowledge in accordance with the introductory caveat, as of the date of this Lease, there are restrictions or other legal impediments imposed by public or private instrument which would prevent: (i) the use of the Demised Premises for the Permitted Use; (ii) the use of the parking facilities, access roads, and other Common Area in the manner contemplated by this Lease; or (iii) the performance of Tenant's Work.

(i) Landlord shall promptly forward to Tenant any notice or other communication received by Landlord from any owner of property adjoining or adjacent to the Development or from any municipal or other governmental authority or from any other party, in connection with any hearing or other administrative proceeding relating to any proposed zoning,

building code, signage, or related variance affecting the Development or any adjoining or adjacent property, which, if granted, could affect Tenant's use or occupancy of the Demised Premises, the conduct of Tenant's business therein, or Tenant's rights and benefits under this Lease.

(j) Assuming satisfactory completion of the introductory caveat by the City of Chicago and the conveyance to Landlord, Landlord will warrant unto Tenant and defend the Demised Premises and the Development against the claim of all persons claiming by or through Landlord, and if Tenant shall discharge the obligations herein set forth to be performed by Tenant, Tenant shall, during the Demised Term in which Landlord shall own the Demised Premises, have lawful, quiet and peaceful possession and occupation of the Demised Premises and the other rights with regard to the Development contained in this Lease.

ARTICLE 14. ASSIGNMENT AND SUBLETTING

14.1 Assignment or Subletting by Tenant.

(a) No Assignment Without Landlord's Consent. Except as otherwise expressly provided below to the contrary, Tenant covenants and agrees not to assign this Lease or to sublease the whole or any part of the Demised Premises or to permit any other persons to occupy same without the prior written consent of Landlord, such consent not to be unreasonably withheld, conditioned or delayed, references elsewhere herein to assignees or subtenants notwithstanding. In general, by way of illustration and not limitation, where Landlord's consent is required, Landlord may withhold its consent where (i) Tenant is in default of any of its obligations under this Lease beyond any applicable notice and cure period specified herein; (ii) Landlord is already in negotiations or has been in negotiations in the prior twelve (12) months with the proposed assignee or sublessee, or such assignee or sublessee is already a tenant or occupant at the Shopping Center; (iii) the proposed use of the Demised Premises will violate any Law; (iv) the proposed use of the Demised Premises will violate the exclusive right of any other tenant at the Shopping Center or is not permitted under this Lease; and/or (v) the proposed assignee or subtenant is not a reputable party of good character and with sufficient financial worth considering the responsibility involved.

(b) Permitted Transfers - General. Notwithstanding the foregoing, however:

(i) Tenant may assign this Lease or sublease the Demised Premises without Landlord's consent to Tenant's parent company or to a subsidiary of Tenant or to an entity which controls, is controlled by, or is under the common control with Tenant, (collectively, an "Affiliated Transferee"), provided that the Guaranty remains in full force and effect.

(ii) Tenant may from time to time, without Landlord's consent, sublease, license or grant concessions to a party or parties other than an Affiliated Transferee for portions of the Demised Premises (but only so long as such portions of the Demised Premises do not have a separate entrance from the remainder of the Demised Premises and only so long as such portions of the Demised Premises are used as an integral part of the operation of Tenant's business in the Demised Premises),

(iii) Tenant may collaterally assign, pledge, mortgage, hypothecate or otherwise encumber its leasehold estate in the Demised Premises and/or its interest in this Lease, without Landlord's consent, as part of a bona fide financing pursuant to which all or substantially all of Tenant's assets are pledged as security for such financing, and

(iv) Tenant may assign this Lease or sublease the Demised Premises without Landlord's consent to a grocery user such as Saver's Fresh Market, LC3 (a licensed Sav-A-Lot retailer).

(c) Permitted Transfers – Tenant Safe Harbor. If Tenant decides to assign this Lease or sublet the Demised Premises (other than under Sections 14.1(b)(i), 14.1(b)(ii), or 14.1(b)(iii) above), Tenant agrees that it (i) will give Landlord three (3) months' prior written notice thereof, and (ii) will in good faith first attempt to find a grocery user to take the Demised Premises and that it will give Saver's Fresh Market, LC3 (a licensed Sav-A-Lot retailer) a right of first offer to take an assignment of this Lease or to sublet the Demised Premises. However, if Tenant is not successful finding a grocery user to take the Demised Premises within three (3) months after Tenant's notice to Landlord of its decision to assign the Lease or sublet the Demised Premises, then Tenant may assign this Lease or sublease the entire Demised Premises without Landlord's consent to any retail user

(i) that has a net worth (calculated in accordance with generally accepted accounting principles) of at least \$10,000,000,

(ii) that is experienced in operating the type of retail business it will operate at the Demised Premises, and

(iii) whose proposed use of the Demised Premises (1) is of a type and quality customarily located in shopping centers of comparable size and quality to the Development, (2) is not a Prohibited Use identified on Exhibit L attached hereto, and (3) is not prohibited under Section 7.1(a)(vi) of the Lease.

(d) Change of Use. Upon any assignment of this Lease or sublease of the entire Demised Premises to a retail user in accordance with Section 14.1(c) above or pursuant to Landlord's consent where such consent is required, Section 7.1(a) of this Lease shall be automatically amended to permit Tenant's assignee or subtenant to use the Demised Premises for the subject assignee's or subtenant's proposed retail use and to operate under the assignee's or subtenant's trade name, provided such use meets the requirements of Section 14.1(c)(iii) above, and to operate under the assignee's or subtenant's trade name.

(e) No Release from Liability. Neither Tenant nor Guarantor shall be released from any liability or obligation under this Lease notwithstanding such assignment, subletting, licensing or other transfer. Landlord's consent to any assignment or subletting (where such consent is required) shall not constitute a waiver of the necessity for such consent to any subsequent assignment or subletting. The acceptance of rent from any other person shall not be deemed to be a waiver of any of the provisions of this Lease or to be a consent to the assignment of this Lease or subletting of the Demised Premises.

(f) Excluded Transactions. Any transfer of an ownership interest in Tenant by merger, consolidation, sale of stock or liquidation shall not constitute an assignment for the purpose of this Lease and shall not require the consent of Landlord, provided that with respect to any merger or consolidation, the surviving entity shall assume, either in writing or by operation of Law, Tenant's obligations under this Lease. Further, any transfer of this Lease in connection with either (i) the sale of all or substantially all of Tenant's assets, or (ii) the sale of Tenant's interest in five (5) or more of the stores owned or operated by Tenant in Tenant's Midwest Region shall not constitute an assignment for the purpose of this Lease and shall not require the consent of Landlord, provided that the purchaser shall assume, either in writing or by operation of Law, Tenant's obligations under this Lease.

(g) Subtenant Non-Disturbance Protection. If Tenant enters into a permitted sublease of the entire Demised Premises under this Section 14.1, Landlord agrees that, subject to this Section 14.1(g), in the event this Lease is terminated for any reason (including, without limitation, a default by either Landlord or Tenant hereunder), Landlord shall enter into a direct lease with the subtenant (the "New Lease") for the balance of the Demised Term (including any Extension Terms available to Tenant hereunder) and otherwise on the same terms and conditions set forth in this Lease excluding therefrom any obligations of Landlord to lend money for any construction, Tenant improvement or other allowances, and neither Landlord, nor anyone claiming by or through Landlord, will disturb such subtenant's use, possession and enjoyment of the Demised Premises so long as the subtenant is not in default, beyond notice and any applicable cure period, under the New Lease.

(h) Landlord Recapture Right. Anything in this Section 14.1 to the contrary notwithstanding, in the event Tenant proposes to assign this Lease or sublet all or any portion of the Demised Premises (other than under Sections 14.1(b)(i), 14.1(b)(ii), 14.1(b)(iii), or 14.1(b)(iv) above), Tenant shall provide Landlord written notice thereof and Landlord may within one (1) month following its receipt of (i) written notice of such proposed assignment or subletting, and (ii) a copy of a signed letter of intent setting forth the terms of such proposed assignment or subletting, elect to terminate this Lease (A) with respect to the entire Demised Premises in the case of a proposed assignment of the Lease or proposed sublet of the entire Demised Premises, and (B) with respect to the portion of the Demised Premises proposed to be sublet, with respect to a proposed sublet of less than the entire Demised Premises. If Landlord elects to terminate this Lease as aforesaid, such termination shall be effective on the date on which Tenant proposed to assign this Lease or sublet the Demised Premises. In the event Landlord terminates this Lease, Landlord shall have the right (free of any claim by Tenant) to negotiate a new lease with Tenant's proposed assignee or subtenant.

(i) Profit Sharing. Upon any assignment of this Lease or subletting of the Demised Premises (other than under Sections 14.1(b)(i), 14.1(b)(ii), or 14.1(b)(iii) above), one hundred percent (100%) of any sums or economic consideration received by Tenant as a result of the assignment or subletting shall be paid to Landlord after first deducting (x) in the case of a sublease, the Base Rent, Percentage Rent and other charges due under this Lease, prorated to reflect only Base Rent, Percentage Rent and other charges allocable to the subleased portion of the Demised Premises, (y) any tenant improvements paid for by Tenant in connection with the assignment or sublease, and (z) the cost of any real estate commissions, reasonable attorneys' fees, or other third party professional services paid by Tenant in connection with the assignment

or subletting. Landlord and Tenant further agree, however, that if the assignee or subtenant shall purchase any of Tenant's personal property, trade fixtures or improvements, any payments made by the assignee or subtenant to purchase any of Tenant's personal property, trade fixtures or improvements not paid for by Landlord and which do not become Landlord's property at the end of the Demised Term shall not be deemed to be part of the economic consideration received by Tenant as a result of the assignment or subletting, and Tenant shall have no obligation to share any portion of such payments with Landlord.

(j) Percentage Rent Caveat. If, at the time of an assignment of this Lease, Tenant is paying, or is obligated to pay, Percentage Rent, then the terms of any such assignment shall provide that the Percentage Rent payable by the assignee shall in no event be less than the Percentage Rent Tenant is paying, or is obligated to pay, at the time of the assignment. If, at the time of a sublease of the entire Demised Premises, Tenant is paying, or is obligated to pay, Percentage Rent, then the Percentage Rent thereafter payable by Tenant shall in no event be less than the Percentage Rent Tenant is paying, or is obligated to pay, at the time of the sublease. In no event, however, shall the assignee or Tenant be obligated to pay more than \$2.00 per square foot of Rentable Area in the Demised Premises in Percentage Rent in any single calendar year. The following examples illustrate the operation of the foregoing provisions of this Section 14.1(j).

Example 1: Assume that at the time of an assignment of the Lease, Tenant is paying \$6.35/SF in Base Rent and is also paying (or obligated to pay) Percentage Rent in the amount of \$1.00/SF. From and after the assignment, the assignee will be obligated to pay the following:

Annual Base Rent	\$6.35/SF, escalated in accordance with the provisions of Section 4.2.
Annual Percentage Rent	2% of the assignee's Gross Sales in excess of \$10,000,000; provided, however, (a) in all events the assignee must pay Percentage Rent of \$1.00/SF, and (b) in no event will the assignee be obligated to pay Percentage Rent that is more than \$2.00/SF.

Accordingly, on this example, the minimum amount that the assignee would be obligated to pay following the assignment would be \$7.35/SF.

Example 2: Assume that at the time of a sublease of the entire Demised Premises, Tenant is paying \$6.35/SF in Base Rent and is also paying (or obligated to pay) Percentage Rent in the amount of \$1.00/SF. From and after the assignment, Tenant will be obligated to pay the following:

Annual Base Rent	\$6.35/SF, escalated in accordance with the provisions of Section 4.2.
Annual Percentage Rent	2% of Tenant's Gross Sales in excess of \$10,000,000; provided, however, (a) in all events Tenant must pay Percentage Rent of \$1.00/SF, and (b) in no event will Tenant be obligated to pay Percentage Rent that is more than \$2.00/SF.

Accordingly, on this example, the minimum amount that Tenant would be obligated to pay following the sublease would be \$7.35/SF.

14.2 Assignment by Landlord.

(a) Landlord shall have the right to sell (or otherwise transfer title to) all or any portion of the entire Shopping Center without the consent of Tenant but shall give or cause the transferee to give Tenant prompt written notice of any such sale or transfer, including the identity of the transferee and any change in the address for giving notices or paying rent hereunder. If Landlord intends to sell or otherwise transfer title to less than the entire Shopping Center, Landlord shall, in addition to the foregoing, before entering into such transaction, subject the portion of the Shopping Center to be transferred to a declaration, indenture or other instrument in form and substance reasonably satisfactory to Tenant which (i) runs with the land but only for the duration of this Lease and is binding and enforceable to the extent of the provisions of this Lease by, against and upon such portions of the Shopping Center to be transferred and all tenants or occupants thereof and other persons acquiring any interest therein at any time, (ii) preserves all of the rights of Tenant under this Lease with respect to the portion of the Shopping Center to be transferred if Tenant has any such rights under the Lease, including any portion thereof which is not owned by Landlord, including, without limitation, the No Build Area, any applicable height restrictions on buildings constructed within the Shopping Center, and the exclusives and prohibited uses set forth herein, and (iii) cannot be terminated or amended during the Demised Term of this Lease in any manner which is inconsistent with the rights of Tenant hereunder.

(b) In the event Landlord sells (or otherwise transfers title to) the Development to another party, then in connection with such sale or other transfer of title, Landlord shall be entitled to assign its interest in this Lease to the party acquiring title to the Development. Except for a collateral assignment of this Lease to a party providing financing to Landlord that will be secured by a mortgage, deed of trust or similar encumbrance on the Development, or a security agreement or a lien upon the partnership interests of Landlord. Landlord shall not be permitted to assign this Lease or Landlord's interest in this Lease to any party who, subsequent to such assignment, does not own fee simple title to the Development. Further, any purported assignment of this Lease or Landlord's interest in this Lease to any party who, subsequent to such assignment, does not own fee simple title to the Development shall be null and void and of no force or effect whatsoever. In the event of a permitted transfer and assignment by Landlord of its interest in this Lease and in the Development to a person or other entity expressly assuming all of Landlord's obligations and liabilities under this Lease, Landlord shall thereby be released from any liability hereunder which thereafter accrues, and Tenant agrees to look solely to such successor in interest of Landlord for performance of such subsequently accruing obligations. Any security given by Tenant to Landlord to secure performance of Tenant's obligation hereunder may be assigned and transferred by Landlord to such successor in interest of Landlord, and upon acknowledgment by such successor of receipt of such security and its express assumption of the obligation to account to Tenant for such security in accordance with the terms of this Lease, Landlord shall thereby be discharged of any subsequent obligation relating thereto.

14.3 Cure Rights of Original Tenant.

(a) Notice of Default. If Tenant assigns Tenant's interest in this Lease or sublets the Demised Premises, then Landlord, when giving notice to said assignee or subtenant or any future assignee or subtenant in respect of any default, shall also give a copy of such notice to the original Tenant hereunder ("Original Tenant"), and no notice of default shall be effective until a copy thereof is so given to Original Tenant.

(b) Right to Cure. Original Tenant shall have the same period after receipt of a copy of any default notice provided pursuant to Section 14.3(a) above to cure such default as is given to Tenant therefor under this Lease. If Original Tenant cures such default, Original Tenant shall have the right to resume its position as Tenant under this Lease.

ARTICLE 15. SUBORDINATION, NON-DISTURBANCE AND
ATTORNMENT

15.1 Non-Disturbance Agreement. Landlord shall use reasonable, good faith efforts to cause any party holding a mortgage or deed of trust on any portion of the Demised Premises to execute and deliver to Tenant a subordination, non-disturbance and attornment agreement ("SNDA") substantially in the form attached hereto as Exhibit K (or on such other form as may be reasonably acceptable to Landlord's lender and Tenant) within one (1) month prior to the execution of such mortgage or deed of trust.

15.2 Subordination. If Landlord is not in default under the terms of this Lease, Tenant shall subordinate this Lease to the lien of an existing or future first deed of trust or mortgage covering the Demised Premises by executing and delivering an SNDA substantially in the form attached hereto as Exhibit K (or on such other form as may be reasonably acceptable to Landlord's lender and Tenant) within twenty (20) days of Tenant's receipt of a copy of such SNDA duly executed and acknowledged by Landlord and Landlord's lender with respect to the mortgage or deed of trust to which this Lease is to be subordinate. Landlord shall reimburse Tenant's actual, out of pocket documented costs (including attorneys' fees) incurred in processing any SNDA requested more frequently than once every five (5) years; provided, however, Landlord shall not be required to reimburse Tenant's costs in connection with the SNDA(s) required in connection with Landlord's initial financing for the Shopping Center. Except as set forth in this Section, this Lease shall at all times be and remain prior and paramount to the lien and charge of all leases and deeds of trust or mortgages.

15.3 Attornment. Tenant agrees that if the mortgagee, beneficiary or any other person claiming under a mortgage or deed of trust to which Tenant has subordinated shall succeed to Landlord's interest in this Lease, Tenant will attorn to and recognize said mortgagee, beneficiary or person as its Landlord under the provisions of this Lease, provided that said mortgagee, beneficiary or other person, during the period in which it shall be in possession of the Demised Premises, and thereafter its successor in interest, shall assume all of the obligations of Landlord hereunder and shall have executed and delivered an SNDA substantially in the form attached hereto as Exhibit K (or on such other form as may be reasonably acceptable to Landlord's lender and Tenant). Any purchaser taking title to the property by reason of such foreclosure or sale shall take title subject to this provision and shall be bound by any approvals or consents made or

given by Landlord pursuant to this Lease prior to the date on which title to the Demised Premises was transferred.

15.4 SNDA Form. Any SNDA not in the form attached hereto as Exhibit K shall at a minimum provide (a) that as long as Tenant performs its obligations under this Lease, no foreclosure of, deed given in lieu of foreclosure, or sale under the deed of trust or mortgage, and no steps or procedures taken under the deed of trust or mortgage shall affect Tenant's rights under this Lease, including its rights of offset and quiet enjoyment, and (b) that the provisions of this Lease relating to insurance proceeds, rebuilding after a casualty, condemnation and lien priorities, shall prevail over any conflicting provisions in the deed of trust or mortgage.

ARTICLE 16. CONDITIONS TO LEASE

16.1 Tenant's Conditions. Tenant's obligations under this Lease shall be subject to the satisfaction of each of the following conditions:

(a) Landlord providing Tenant with evidence reasonably satisfactory to Tenant that Landlord will have the financial ability to pay the Landlord's Allowance (as that term is defined in Exhibit E attached hereto) when the same is due and payable as provided in Exhibit E; provided that Landlord shall be deemed to have satisfied the foregoing condition by providing evidence to Tenant that Landlord shall have secured a New Markets Tax Credit allocation in an amount sufficient to pay the Landlord's Allowance, provided that such evidence may, but shall not be required to be, in the form of a commitment letter, informal support letter, or agreement. The deadline for satisfaction of this condition shall be June 15, 2014.

(b) The City of Chicago having approved, passed and promulgated the Planned Development Plan for the Shopping Center (the "PDP") and Tenant (in its sole and absolute discretion) having approved the PDP. The deadline for satisfaction of this condition shall be June 15, 2014.

(c) Existence of final, un-appealed and non-appealable (if allowed by law) zoning, in form and substance acceptable to Tenant, in Tenant's sole and absolute discretion, permitting the construction and operation of a store which will operate for the Permitted Use. The deadline for satisfaction of this condition shall be June 15, 2014.

(d) Landlord and Tenant having executed an amendment to this Lease setting forth their agreement (the same not to be unreasonably withheld or delayed) on Exhibit C-1 to this Lease (Legal Description of Shopping Center), Exhibit C-2 to this Lease (Legal Description of Development), and Exhibit J to this Lease (Permitted Title Exceptions). The deadline for satisfaction of this condition shall be June 15, 2014.

(e) Landlord and Tenant having executed an amendment (or series of amendments) to this Lease which shall amend the Lease:

(i) to conform the Lease, in Tenant's sole discretion, to the terms and provisions of any and all Governmental Agreements (as defined in Section 16.4(e) below), including, but not limited to, any limitations, covenants, or prohibitions relating to the uses or improvements at the Shopping Center contained in said Governmental

Agreements, and to modify any of the terms and provisions contained in the Lease which are inconsistent with said Governmental Agreements so that such inconsistent terms and provisions become consistent with said Governmental Agreements;

(ii) to conform the Lease, in Tenant's sole discretion, to the terms and provisions of any and all Third Party Governmental Agreements (as defined in Section 16.4(f) below), including, but not limited to, any limitations, covenants, or prohibitions relating to the uses or improvements at the Shopping Center contained in said Third Party Governmental Agreements, and to modify any of the terms and provisions contained in the Lease which are inconsistent with said Third Party Governmental Agreements so that such inconsistent terms and provisions become consistent with said Third Party Governmental Agreements;

(iii) to conform the Lease, in Tenant's sole discretion, to the terms and provisions of the Approvals (as defined in Section 16.4(d) below), and to modify any of the terms and provisions contained in the Lease which are inconsistent with the Approvals so that such inconsistent terms and provisions become consistent with the Approvals;

(iv) to conform the Lease, in Tenant's sole discretion, to the terms and provisions of the PDP, including, but not limited to, any limitations, covenants, or prohibitions relating to the uses or improvements at the Shopping Center contained in the PDP, and to modify any of the terms and provisions contained in the Lease which are inconsistent with the PDP so that such inconsistent terms and provisions become consistent with the PDP; and

(v) to satisfy, in Tenant's sole discretion, any requirements in order for Landlord to secure and enter into its New Markets Tax Credit allocation agreement with a Community Development Entity for the Shopping Center, and to otherwise conform the Lease, in Tenant's sole discretion, to the requirements for such New Markets Tax Credit allocation.

The deadline for satisfaction of this condition shall be June 15, 2014.

(f) Tenant being satisfied as to Tenant's ability to obtain (i) any applicable use permits in connection with the Permitted Use for the Demised Premises, (ii) a building permit for the performance of Tenant's Work at the Demised Premises, and (iii) any other required agency approvals, in each case permitting the construction and operation of a store which will operate for the Permitted Use. The deadline for satisfaction of this condition shall be June 15, 2014.

(g) Tenant having approved Landlord's Plans (as that term is defined in Exhibit E attached hereto). The deadline for satisfaction of this condition shall be July 1, 2015.

(h) Landlord acquiring fee simple title to the Shopping Center. The deadline for satisfaction of this condition shall be July 1, 2015.

(i) Execution and delivery of an SNDA between Tenant and any party holding a mortgage or deed of trust or providing a loan, construction or otherwise, or any other party holding lien rights which are contemplated to be superior to Tenant's rights pursuant to this Lease, at the time Landlord acquires its interest in the Shopping Center and the Demised Premises, or if the acquisition and closing of the loan or mortgage does not occur simultaneously then at the time of the loan or mortgage closing. The deadline for satisfaction of this condition shall be the date that is thirty (30) days prior to the closing of any loans or New Markets Tax Credit allocation that will encumber, as a mortgage lien, title to the Shopping Center and the Demised Premises.

(j) There not having come into effect at any time subsequent to the date of this Lease any moratorium on the issuance by any applicable governmental authority of any licenses, permits or other governmental approvals required by Landlord or Tenant to perform Landlord's Work, which moratorium will not expire prior to the dates upon which either Landlord shall be required to commence Landlord's Work or Tenant shall be required to commence Tenant's Work.

16.2 Satisfaction of Conditions. Landlord shall use commercially reasonable efforts to satisfy those conditions set forth in Sections 16.1(a), 16.1(d), 16.1(e), 16.1(g), and 16.1(h) above. Tenant shall use commercially reasonable efforts to satisfy those conditions set forth in Sections 16.1(d), 16.1(e), 16.1(f), 16.1(g), and 16.1(i) above. Each party shall reasonably cooperate with the other party, at no cost to the cooperating party, in satisfying all of the conditions set forth above. Following execution of this Lease, Tenant shall promptly commence and diligently pursue (at Tenant's cost and expense) the satisfaction of such conditions, and undertaking all necessary action, to secure the permits required under Section 16.1(f) above; provided, Landlord shall reasonably cooperate with Tenant in all such necessary action, at no cost to Landlord, and Landlord shall not be responsible for the payment of any fees required to be paid for issuance to Tenant of (i) any licenses or permits required for the sale of alcoholic beverages at the Demised Premises, or (ii) a building permit for the construction of Tenant's improvements at the Demised Premises. Notwithstanding the foregoing, the parties agree and acknowledge that Chicago Neighborhood Initiative ("CNI") shall be responsible for satisfying the conditions set forth in Sections 16.1(b) and 16.1(c) above, and that Landlord shall have no obligation to satisfy said conditions, except that the parties shall reasonably cooperate with CNI in its efforts to satisfy such conditions, at no cost to Landlord or Tenant.

16.3 Tenant's Right to Terminate.

(a) Notice by Applicable Deadline. Tenant shall have the right to terminate this Lease based upon non-satisfaction of any one or more of the conditions described in Section 16.1 above.

(i) Such termination may be exercised by Tenant with respect to any one or more of the conditions described in Sections 16.1(a) through 16.1(g) above by written notice to Landlord given at any time after June 15, 2014 and prior to the earlier to occur of (i) July 1, 2014, and (ii) the date such condition is satisfied.

(ii) Such termination may be exercised by Tenant with respect to the condition described in Section 16.1(h) above by written notice to Landlord given at any time after July 1, 2015 and prior to the earlier to occur of (i) July 15, 2015, and (ii) the date such condition is satisfied.

(iii) Such termination may be exercised by Tenant with respect to the condition described in Section 16.1(i) above by written notice to Landlord given at any time the deadline date for satisfaction of such condition and prior to the earlier to occur of (i) the date that is two (2) weeks after the deadline date for satisfaction of such condition, and (ii) the date such condition is satisfied.

(iv) If any moratorium of the type described in Section 16.1(j) above shall come into effect and shall remain in effect for a period in excess of forty-five (45) days, Tenant shall have the right to terminate this Lease based upon the existence of such moratorium at any time thereafter until such moratorium ceases to be in effect.

(b) Waiver of Termination Right. If Tenant fails to provide Landlord with written notice of its election to terminate the Lease based upon the non-satisfaction of any one or more of the conditions described in Section 16.1 above by the deadline for such termination, then Tenant will be deemed to have waived its right to terminate based upon the non-satisfaction of the condition in question. Tenant may otherwise waive any condition at any time in its sole discretion, but any such waiver must be set forth in writing and signed by the Regional President or any Regional Vice President of Tenant for the Midwest Region or by any other officer of Tenant in order to be effective. Landlord shall have the right to send written notice to Tenant (a "Tenant Condition Status Request") requesting that Tenant confirm in writing that one or more of the conditions contained in Section 16.1 have been satisfied, or waived by Tenant. Notwithstanding anything contained in this Lease to the contrary, in the event Tenant does not deliver a written response to Landlord within fifteen (15) days after the delivery of the Tenant Condition Status Request to Tenant stating that the conditions identified in the Tenant Condition Status Request have not been satisfied, or waived by Tenant, together with a detailed explanation of the items remaining in order for such conditions to be satisfied, and such failure continues for ten (10) days after Landlord sends Tenant a written reminder notice which states in **BOLD AND ALL CAPITAL** letters (14 point type minimum) that the consequence of failing to respond will be a waiver by Tenant of the conditions identified in the Tenant Condition Status Request, then the conditions identified in the Tenant Condition Status Request shall be deemed satisfied under this Lease. Except as provided above, none of the foregoing conditions shall be deemed to be satisfied unless satisfaction of a condition is either acknowledged by Tenant or in fact occurs.

(c) No Extension of Time Periods. Anything in this Lease to the contrary notwithstanding, neither the Applicable Grace Period under Section 10.3 hereof nor any other provision of this Lease shall apply to extend any of the time periods provided for in Section 16.1 above or this Section 16.3.

16.4 Landlord's Conditions. Landlord's obligations under this Lease shall be subject to the satisfaction of each of the following conditions:

(a) Tenant (or an affiliate of Tenant) shall have provided a loan in the amount of Three Million Five Hundred Thousand and No/100 Dollars (\$3,500,000.00) to a legal entity designated by Landlord in its commercially reasonable discretion based upon the requirements of a New Markets Tax Credit enhanced leveraged financing structure. The deadline for satisfaction of this condition shall be June 15, 2014.

(b) The City of Chicago having approved, passed and promulgated the Planned Development plan for the Shopping Center and Landlord (in its sole and absolute discretion) having approved such Planned Development plan. The deadline for satisfaction of this condition shall be June 15, 2014.

(c) Existence of final, un-appealed and non-appealable zoning, in form and substance acceptable to Landlord, in Landlord's sole and absolute discretion, permitting: (i) the development of the Shopping Center, (ii) the construction and operation of the Demised Premises which will operate for the Permitted Use, and (iii) Landlord to perform its obligations under this Lease and to satisfy the conditions under this Lease. The deadline for satisfaction of this condition shall be June 15, 2014.

(d) Existence of any and all approvals, entitlements, and permits, including, but not limited to, any zoning approvals, subdivision approvals, building code approvals, environmental approvals, and certificates of occupancy (permanent or temporary) and utility approvals, which Landlord, in Landlord's sole and absolute discretion, deems necessary in connection with the Shopping Center, Landlord's Work, or the Demised Premises, or to permit Landlord to perform its obligations under this Lease or to satisfy the conditions under the Lease, and which approvals, entitlements, and permits are approved by Landlord, in Landlord's sole and absolute discretion (collectively, the "Approvals"). The deadline for satisfaction of this condition shall be June 15, 2014.

(e) Landlord having entered into any and all agreements or other instruments with the City of Chicago or any other governmental body or quasi-governmental body, including, but not limited to, any development or redevelopment agreements, which Landlord, in Landlord's sole and absolute discretion, deems necessary in connection with the Shopping Center, Landlord's Work, Tenant's Work, or the Demised Premises, or to enable Tenant to occupy and use the Demised Premises for the Permitted Use, or to permit Landlord to perform its obligations under this Lease or to satisfy the conditions under this Lease, and which agreements or other instruments including, but not limited to, any development or redevelopment agreements, are approved by Landlord, in Landlord's sole and absolute discretion (collectively, the "Governmental Agreements"). The deadline for satisfaction of this condition shall be June 15, 2014.

(f) Existence of any and all agreements or other instruments with the City of Chicago or any other governmental body or quasi-governmental body having been entered into by any other parties, (including, but not limited, to CNI), including, but not limited to, any development or redevelopment agreements, which Landlord, in Landlord's sole and absolute discretion, deems necessary in connection with the Shopping Center, Landlord's Work, Tenant's Work, or the Demised Premises, or to enable Tenant to occupy and use the Demised Premises for the Permitted Use, or to permit Landlord to perform its obligations under this Lease or to satisfy

the conditions under this Lease, and which agreements or other instruments, including, but not limited to, any development or redevelopment agreements, are approved by Landlord, in Landlord's sole and absolute discretion (collectively, the "Third Party Governmental Agreements"). The deadline for satisfaction of this condition shall be June 15, 2014.

(g) Landlord having secured and entered into a New Markets Tax Credit allocation agreement with a Community Development Entity upon terms which are acceptable to Landlord, in Landlord's sole and absolute discretion, and in a form, substance and amount of allocation which are acceptable to Landlord, in Landlord's sole and absolute discretion, and Landlord is satisfied that, in Landlord's sole and absolute discretion, such allocation shall be funded ("NMTC Allocation"). The deadline for satisfaction of this condition shall be June 15, 2014.

(h) Landlord and Tenant having executed an amendment (or series of amendments) to this Lease which shall amend the Lease:

(i) to conform the Lease, in Landlord's sole discretion, to the terms and provisions of any and all Governmental Agreements, including, but not limited to, any limitations, covenants, or prohibitions relating to the uses or improvements at the Shopping Center contained in said Governmental Agreements, and to modify any of the terms and provisions contained in the Lease which are inconsistent with said Governmental Agreements so that such inconsistent terms and provisions become consistent with said Governmental Agreements;

(ii) to conform the Lease, in Landlord's sole discretion, to the terms and provisions of any and all Third Party Governmental Agreements, including, but not limited to, any limitations, covenants, or prohibitions relating to the uses or improvements at the Shopping Center contained in said Third Party Governmental Agreements, and to modify any of the terms and provisions contained in the Lease which are inconsistent with said Third Party Governmental Agreements so that such inconsistent terms and provisions become consistent with said Third Party Governmental Agreements;

(iii) to conform the Lease, in Landlord's sole discretion, to the terms and provisions of the Approvals, and to modify any of the terms and provisions contained in the Lease which are inconsistent with the Approvals so that such inconsistent terms and provisions become consistent with the Approvals;

(iv) to conform the Lease, in Landlord's sole discretion, to the terms and provisions of the PDP, including, but not limited to, any limitations, covenants, or prohibitions relating to the uses or improvements at the Shopping Center contained in the PDP, and to modify any of the terms and provisions contained in the Lease which are inconsistent with the PDP so that such inconsistent terms and provisions become consistent with the PDP; and

(v) to satisfy, in Landlord's sole discretion, any requirements in order for Landlord to secure and enter into its New Markets Tax Credit allocation agreement

with a Community Development Entity for the Shopping Center, and to otherwise conform the Lease, in Landlord's sole discretion, to the requirements for such New Markets Tax Credit allocation.

The deadline for satisfaction of this condition shall be June 15, 2014.

(i) Landlord and Tenant having executed an amendment to this Lease setting forth their agreement (the same not to be unreasonably withheld or delayed) on Exhibit C-1 to this Lease (Legal Description of Shopping Center), Exhibit C-2 to this Lease (Legal Description of Development), and Exhibit J to this Lease (Permitted Title Exceptions). The deadline for satisfaction of this condition shall be June 15, 2014.

(j) Landlord having secured a loan (mortgage or otherwise) upon terms which are acceptable to Landlord, in Landlord's sole and absolute discretion, and in a form, substance and amount which are acceptable to Landlord, in Landlord's sole and absolute discretion, and Landlord is satisfied, in Landlord's sole and absolute discretion, that such loan shall be funded ("Loan"). The deadline for satisfaction of this condition shall be June 1, 2015.

(k) Landlord is satisfied, in its sole and absolute discretion, that: (i) all of the obligations, covenants and conditions contained within the Governmental Agreements and Third Party Governmental Agreements have been performed and satisfied, including, but not limited to, any obligation on the part of the City of Chicago or CNI to perform and complete any and all work in connection with the Shopping Center, including, but not limited to, any site work, environmental work or remediation, curbing, and the installation of any drives, parking lots, curbing, landscaping, utilities, and curb cuts, and any of the work which is encompassed by Landlord's Work, and curing any title and survey defects; (ii) Landlord shall be able to perform all of its obligations and covenants contained in this Lease, including, but not limited to, the performance of Landlord's Work, and to satisfy the applicable conditions contained in this Lease; and (iii) all of the amounts to be funded pursuant to the NMTC Allocation and Loan have been funded and closed. The deadline for satisfaction of this condition shall be July 1, 2015.

(l) Landlord acquiring fee simple title to the Shopping Center. The deadline for satisfaction of this condition shall be July 1, 2015.

(m) Execution and delivery of an SNDA between Tenant and any party holding a mortgage or deed of trust or providing a loan, construction or otherwise, or any other party holding lien rights which are contemplated to be superior to Tenant's rights pursuant to this Lease, at the time Landlord acquires its interest in the Shopping Center and the Demised Premises, or if the acquisition and closing of the loan or mortgage does not occur simultaneously then at the time of the loan or mortgage closing. The deadline for satisfaction of this condition shall be the date that is thirty (30) days prior to the closing of any loans or New Markets Tax Credit allocation that will encumber, as a mortgage lien, title to the Shopping Center and the Demised Premises.

(n) There not having come into effect at any time subsequent to the date of this Lease any moratorium on the issuance by any applicable governmental authority of any licenses, permits or other governmental approvals required by Landlord or Tenant to perform

Landlord's Work or Tenant's Work, which moratorium will not expire prior to the dates upon which either Landlord shall be required to commence Landlord's Work or Tenant shall be required to commence Tenant's Work.

16.5 Satisfaction of Conditions. Landlord shall use commercially reasonable efforts to satisfy those conditions set forth in Sections 16.4(e), 16.4(g), 16.4(h), 16.4(i), 16.4(j), 16.4(k), and 16.4(l) above. Tenant shall use commercially reasonable efforts to satisfy the conditions set forth in Sections 16.4(a), 16.4(h), 16.4(i), and 16.4(m) above. Each party shall reasonably cooperate with the other party, at no cost to the cooperating party, in satisfying all of the conditions set forth above. Notwithstanding the foregoing, the parties agree and acknowledge that CNI shall be responsible for satisfying the conditions set forth in Sections 16.4(b), 16.4(c), 16.4(d), and 16.4(f) above, and that Landlord shall have no obligation to satisfy said conditions, except that the parties shall reasonably cooperate with CNI in its efforts to satisfy the conditions set forth in Sections 16.4(b), 16.4(c), 16.4(d), and 16.4(f) above, at no cost to Landlord or Tenant..

16.6 Landlord's Right to Terminate.

(a) Notice by Applicable Deadline. Landlord shall have the right to terminate this Lease based upon non-satisfaction of any one or more of the conditions described in Section 16.4 above.

(i) Such termination may be exercised with respect to any one or more of the conditions described in Sections 16.4(a) through 16.4(i) above by written notice to Tenant given at any time after June 15, 2014 and prior to the earlier to occur of (i) July 1, 2014, and (ii) the date such condition is satisfied.

(ii) Such termination may be exercised by Landlord with respect to the condition described in Section 16.4(j) above by written notice to Tenant given at any time after June 1, 2015 and prior to the earlier to occur of (i) June 15, 2015, and (ii) the date such condition is satisfied.

(iii) Such termination may be exercised by Landlord with respect to either the conditions described in Sections 16.4(k) and 16.4(l) above by written notice to Tenant given at any time after July 1, 2015 and prior to the earlier to occur of (i) July 15, 2015, and (ii) the date such condition is satisfied.

(iv) Such termination may be exercised by Landlord with respect to the condition described in Section 16.4(m) above by written notice to Tenant given at any time the deadline date for satisfaction of such condition and prior to the earlier to occur of (i) the date that is two (2) weeks after the deadline date for satisfaction of such condition, and (ii) the date such condition is satisfied.

(v) If any moratorium of the type described in Section 16.4(n) above shall come into effect and shall remain in effect for a period in excess of forty-five (45) days, Landlord shall have the right to terminate this Lease based upon the existence of such moratorium at any time thereafter until such moratorium ceases to be in effect.

(b) Waiver of Termination Right. If Landlord fails to provide Tenant with written notice of its election to terminate the Lease based upon the non-satisfaction of any one or more of the conditions described in Section 16.4 above by the deadline for such termination, then Landlord will be deemed to have waived its right to terminate based upon the non-satisfaction of the condition in question. Landlord may otherwise waive any condition at any time in its sole discretion, but any such waiver must be set forth in writing and signed by an authorized representative of Landlord in order to be effective. Tenant shall have the right to send written notice to Landlord (a "Landlord Condition Status Request") requesting that Landlord confirm in writing that one or more of the conditions contained in Section 16.4 have been satisfied, or waived by Landlord. Notwithstanding anything contained in this Lease to the contrary, in the event Landlord does not deliver a written response to Tenant within fifteen (15) days after the delivery of the Landlord Condition Status Request to Landlord stating that the conditions identified in the Landlord Condition Status Request have not been satisfied, or waived by Tenant, together with a detailed explanation of the items remaining in order for such conditions to be satisfied, and such failure continues for ten (10) days after Tenant sends Landlord a written reminder notice which states in **BOLD AND ALL CAPITAL** letters (14 point type minimum) that the consequence of failing to respond will be a waiver by Landlord of the conditions identified in the Landlord Condition Status Request, then the conditions identified in the Landlord Condition Status Request shall be deemed satisfied under this Lease. None of the foregoing conditions shall be deemed to be satisfied unless satisfaction of a condition is either acknowledged by Landlord or in fact occurs.

(c) No Extension of Time Periods. Anything in this Lease to the contrary notwithstanding, neither the Applicable Grace Period under Section 10.3 hereof nor any other provision of this Lease shall apply to extend any of the time periods provided for in Section 16.4 above or this Section 16.6.

ARTICLE 17. MISCELLANEOUS

17.1 Waivers.

(a) Except as expressly set forth to the contrary in this Lease, no waiver of any condition or covenant in this Lease by either party shall be effective unless it is in writing and signed by the party waiving its rights, nor shall any waiver of any condition or covenant in this Lease by either party be deemed to imply or constitute a future waiver of the same or any other condition or covenant of this Lease. Failure by either party to complain of any action, nonaction or default of the other party shall not constitute a waiver of any of Tenant's or Landlord's rights hereunder.

(b) Notwithstanding the foregoing, Landlord and Tenant agree that any rental payments or other payment becoming due from Landlord or Tenant to the other (the "Payee Party") pursuant to the provisions of this Lease which remain unpaid and for which no claim has been made in writing by the Payee Party within two (2) years after the date when such payment is due, shall be deemed and hereby is waived by the Payee Party.

(c) LANDLORD HEREBY WAIVES ALL RIGHTS TO ANY LIENS (COMMON LAW AND STATUTORY) THAT COULD EXIST OR MAY BE DEEMED TO

BE CREATED ON TENANT'S EQUIPMENT, TRADE FIXTURES AND INVENTORY, AND AGREES THAT LANDLORD SHALL HAVE NO RIGHTS TO ANY OF TENANT'S FURNITURE, FIXTURES, INVENTORY, EQUIPMENT OR PERSONAL PROPERTY EVEN IF TENANT IS IN DEFAULT HEREUNDER.

17.2 Notices. Unless expressly otherwise provided in this Lease, all notices required under this Lease to Landlord or Tenant shall be in writing and shall be addressed to the addresses and parties indicated in the preamble of this Lease on page 1 hereof or to any subsequent address or party which Landlord or Tenant may designate in writing delivered at least one (1) month in advance to the other party for such purpose. Any notice given by counsel to either Landlord or Tenant on behalf of Landlord or Tenant, as applicable, shall be deemed to have been given by Landlord or Tenant, as applicable, for all purposes of this Lease. All notices shall be deemed to be properly served if delivered to the appropriate address and party by hand delivery, registered or certified mail (with postage prepaid and return receipt requested), or nationally recognized overnight courier. The date of delivery of a notice served in accordance with this Section shall be (a) the date of receipt or refusal of receipt if delivered by hand, (b) the date of receipt or refusal of receipt, whichever is earlier, if delivered by registered or certified mail (with postage prepaid and return receipt requested), and (c) one (1) business day after deposit with a nationally recognized overnight courier or the date of refusal of receipt, whichever is earlier, if delivered by a nationally recognized overnight courier. In addition, until Tenant has opened the Demised Premises for business with the public, copies of any notices pertaining to construction matters governed by Exhibit E hereto shall also be given to Tenant's construction manager at the address listed on page 2 of this Lease.

17.3 Relationship of Parties. Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent, partnership, joint venture, or any relationship between the parties hereto other than that of landlord and tenant.

17.4 Construction. Whenever a word appears herein in its singular form, such word shall include the plural; and the masculine gender shall include the feminine and neuter genders. This Lease shall be construed without reference to titles of Articles, Sections or Clauses, which titles are inserted for convenient reference only. This Lease shall be construed without regard to any presumption or other rule permitting construction against the party causing this Lease to be drafted and shall not be construed more strictly in favor of or against either of the parties hereto.

17.5 Consent. Except as otherwise expressly provided to the contrary elsewhere in this Lease, whenever it is necessary under the terms of this Lease for either party to obtain the consent or approval of the other party, such consent or approval shall not be unreasonably withheld or delayed, and all such determinations shall be made on a reasonable basis and in a reasonable manner.

17.6 Estoppel Certificate. At any time, either party shall, within twenty (20) days after receipt of a written request from the other, execute, acknowledge and deliver a statement in writing certifying whether this Lease is unmodified and in full force and effect (or if modified, whether the same is in full force and effect as so modified), whether any conditions to the full enforceability of this Lease remain unsatisfied, the Base Rent then payable under this Lease, the

dates to which rent, charges or other performances have been paid or completed, and, if applicable, the nature of any claim of default on the part of the other. Any estoppel certificate provided by Tenant shall not be binding upon or effect an estoppel against Tenant unless and until Landlord has countersigned the same to acknowledge its agreement with the contents thereof and provided a copy of such countersigned certificate to Tenant.

17.7 Governing Law; Compliance with Law. This Lease shall be construed and enforced in accordance with the laws of the State in which the Demised Premises is located. Landlord represents and covenants that, as of the Rent Commencement Date and throughout the Demised Term, the Demised Premises (and the Building but not the Demised Premises for which Tenant shall be responsible), and the Development will comply with any and all applicable present or future federal, state or municipal laws, rules, orders or regulations (individually, a "Law", and collectively "Laws"). Tenant shall observe and comply with all Laws relating to or affecting the Demised Premises and shall not use, occupy, suffer or permit the Demised Premises, or any part thereof, to be used or occupied in violation of any Laws.

17.8 Invalidity or Inapplicability of Clause. If any term or provision of this Lease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such 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 enforceable to the fullest extent permitted by Law.

17.9 Force Majeure. Except for the payment of sums of money due from one party to the other, if either party hereto shall be delayed or prevented from the performance of any act required hereunder by reason of acts of God, acts of war, terrorism or bioterrorism, terrorist activities, strikes, lockouts, labor troubles, civil commotions, governmental actions, plan approval delay, delays in obtaining governmental permits or approvals, inability to procure materials, restrictive Laws or regulations, any moratorium of the type described in Section 16.1(j) hereof, adverse weather, unusual delay in transportation, delay by the other party hereto or other cause without fault and beyond the control of the party obligated to perform (financial inability excepted) ("Force Majeure Events"), the performance of such act shall be excused for the period of the delay and the period for the performance of such act shall be extended for a period equal to the period of such delay; provided, however, the party so delayed or prevented from performing shall exercise good faith efforts to remedy any such cause of delay or cause preventing performance. Notwithstanding the foregoing, if Landlord or Tenant fails to notify the other of the occurrence of a Force Majeure Event that would entitle it to relief of some nature under this Lease within ten (10) days after Landlord or Tenant, as applicable, has actual knowledge of the occurrence of such Force Majeure Event, then Landlord or Tenant, as applicable, shall only be entitled to claim the benefit of such Force Majeure Event with respect to any days that occur after Landlord or Tenant, as applicable, notifies the other of the occurrence of such Force Majeure Event.

17.10 Successors or Assigns. Except as otherwise specified in this Lease, the provisions contained in this Lease (including without limitation those applicable to the Demised Premises and the Shopping Center) shall run with the land for the Demised Term and bind and inure to the benefit of Landlord and Tenant and their respective successors and assigns. Any references in

this Lease to Landlord and Tenant shall be deemed to include their respective successors and assigns.

17.11 Disputes. If at any time a dispute shall arise as to any amount or sum of money to be paid by one party to the other or any work to be performed by either of them under the provisions hereof, the party against whom the obligation to pay or to perform is asserted shall have the right to make payment or perform such work and pay the cost thereof "under protest," and such payment or performance shall not be regarded as a voluntary payment or performance and the right of said party to institute suit to recover the amount paid "under protest" shall survive. If it shall be adjudged or mutually agreed by Landlord and Tenant that there was no legal obligation on the part of said party to pay such sum or any part thereof or that said party was not legally obligated to perform, said party shall be entitled to recover the amount paid "under protest" or so much thereof as it was not legally required to pay under the provisions of this Lease, plus interest thereon at the Interest Rate specified in Section 10.6 hereof, from the date on which such payment was made until the date on which reimbursement is received.

17.12 Entire Agreement; Representations. This Lease embodies the entire agreement between Landlord and Tenant with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether written or oral. Landlord and Tenant have neither made nor relied upon any promises, representations or warranties in connection with this Lease that are not expressly set forth in this Lease. In entering into this Lease, Landlord and Tenant have relied on the representations and warranties contained in this Lease.

17.13 Modification. Neither this Lease nor any of the Exhibits attached hereto (including, without limitation, the Site Plan insofar as it relates to the Development) may be modified except by a written agreement signed by all of the parties. So long as Tenant is an affiliate of Whole Foods Market, Inc., only the Regional President or any Regional Vice President of Tenant for the Midwest Region or any other officer of Tenant is authorized to sign any modification to this Lease on behalf of Tenant.

17.14 No Broker. Landlord and Tenant represent and warrant that they have not dealt with any real estate agent or broker in connection with this transaction other than Midwest Commercial Realty (whose commission shall be paid by Tenant pursuant to a separate written instrument), and each agrees to indemnify and save the other harmless from and against all liability, damage, loss, cost and expense incurred by reason of the indemnitor's breach of said representation, warranty and covenant.

17.15 Proprietary Information. Landlord acknowledges that any proprietary material provided by Tenant and Tenant's trademarks and service marks are the sole property of Tenant, and Landlord shall have no rights thereto.

17.16 Liquor License. Landlord and Tenant shall cooperate in obtaining and renewing Tenant's liquor license.

17.17 Hazardous Substances.

(a) Definition. "Hazardous Substance" is any petroleum product, asbestos product, lead, lead paint, mold or mold conditions, or any other material, substance or waste that

is recognized (either currently or in the future) as being hazardous or dangerous to health or the environment by any federal, state or local agency having environmental protection jurisdiction over the Demised Premises.

(b) LANDLORD INDEMNITY.

(i) LANDLORD REPRESENTS AND WARRANTS THAT IT HAS NEVER PLACED, GENERATED, STORED, HANDLED OR DISPOSED OF ANY HAZARDOUS SUBSTANCE IN OR ABOUT THE DEMISED PREMISES. LANDLORD FURTHER REPRESENTS, THAT, EXCEPT AS NOTED IN THAT CERTAIN SUBSURFACE INVESTIGATION REPORT, MULTIPLE PARCELS, NORTHWEST CORNER OF WEST 63RD STREET AND SOUTH HALSTED STREET, CHICAGO, ILLINOIS, DATED FEBRUARY 11, 2013, PREPARED BY PIONEER ENVIRONMENTAL SERVICES, LLC FOR CHICAGO NEIGHBORHOOD INITIATIVES (PROJECT NUMBER 12-0646-101), LANDLORD HAS NO ACTUAL KNOWLEDGE OF THE EXISTENCE, GENERATION, STORAGE, HANDLING OR DISPOSAL OF ANY HAZARDOUS SUBSTANCE IN OR UPON THE DEMISED PREMISES AT ANY TIME PRIOR TO THE DATE OF THIS LEASE IN VIOLATION OF APPLICABLE LAWS.

(ii) LANDLORD SHALL INDEMNIFY AND HOLD TENANT HARMLESS FROM AND AGAINST ANY AND ALL THIRD PARTY DEMANDS, CLAIMS, ENFORCEMENT ACTIONS, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, ARISING OUT OF ANY RELEASE BY LANDLORD OF HAZARDOUS SUBSTANCES IN OR UPON THE DEMISED PREMISES IN VIOLATION OF APPLICABLE LAWS.

(iii) IN ADDITION, LANDLORD HEREBY COVENANTS AND AGREES THAT IN THE EVENT ANY HAZARDOUS SUBSTANCE IS CURRENTLY OR IN THE FUTURE LOCATED IN, ON OR UPON THE DEMISED PREMISES AND SUCH HAZARDOUS SUBSTANCE WAS NOT INTRODUCED BY TENANT OR TENANT'S AGENTS, EMPLOYEES OR INVITEES, LANDLORD SHALL PROMPTLY REMOVE AND/OR REMEDIATE SUCH HAZARDOUS SUBSTANCE TO THE FULL EXTENT REQUIRED BY APPLICABLE LAW.

(c) TENANT INDEMNITY. TENANT AGREES NOT TO GENERATE, STORE, HANDLE OR DISPOSE OF ANY HAZARDOUS SUBSTANCE IN OR UPON THE DEMISED PREMISES OR THE DEVELOPMENT DURING THE DEMISED TERM OF THE LEASE, EXCEPT IN A MANNER CONSISTENT WITH ALL STANDARDS AND REGULATIONS FOR THE SAFE USE OF SUCH HAZARDOUS SUBSTANCE PROMULGATED BY GOVERNMENTAL AGENCIES HAVING JURISDICTION. TENANT SHALL INDEMNIFY AND HOLD LANDLORD HARMLESS FROM AND AGAINST ANY AND ALL DEMANDS, CLAIMS, ENFORCEMENT ACTIONS, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, ARISING OUT OF THE BREACH OF THIS SECTION 17.17 BY TENANT.

17.18 Date of Lease. All references to the "date of this Lease," the "date hereof," the "date upon which this Lease is fully executed" and the like shall be deemed to be the effective date of this Lease specified on page 1 hereof.

17.19 No Offer. The mailing, delivery or negotiation of this Lease shall not be deemed an offer to enter into any transaction or to enter into any relationship, whether on the terms contained herein or on any other terms. Neither party will be bound by this Lease nor shall either party have any obligations or liabilities or any rights hereunder or with respect to the Demised Premises unless and until both Landlord and Tenant have duly executed and delivered at least facsimile counterparts (e.g., pdf copies delivered by e-mail) of original signature versions of this Lease to each other in compliance with Section 17.27 below.

17.20 Time of Essence. Time is of the essence of this Lease and the performance of the respective obligations of Landlord and Tenant hereunder including, without limitation, the delivery of notices hereunder.

17.21 Tenant's Representations. In order to induce Landlord to enter into this Lease, Tenant represents and warrants that Tenant has full right, power and lawful authority to execute, deliver and perform its obligations under this Lease, in the manner and upon the terms contained herein, with no other person needing to join in the execution hereof in order for this Lease to be binding on Tenant.

17.22 Landlord's Representations. In order to induce Tenant to enter into this Lease, Landlord represents and warrants that Landlord has full right, power and lawful authority to execute, deliver and perform its obligations under this Lease, in the manner and upon the terms contained herein, with no other person needing to join in the execution hereof in order for this Lease to be binding on Landlord.

17.23 No Public Disclosure. Until such time as Tenant has made public the existence of this Lease as part of its quarterly announcements to investors, Landlord shall not disclose the existence of this Lease to any third parties other than Landlord's attorneys, accountants, brokers, and other bona fide consultants or advisers and prospective bona fide lenders on the Shopping Center. Further, in no event (whether before or after Tenant discloses the existence of this Lease) shall Landlord disclose any terms or conditions of this Lease or give a copy of this Lease to any third party, or release to any third party any nonpublic financial information or nonpublic information about this Lease or Tenant's ownership structure that Tenant gives Landlord, except: (a) Landlord may provide a copy of Sections 7.1(b) and 7.1(c) of this Lease to other tenants in the Shopping Center, (b) if required by Law or in any judicial proceeding, provided that Landlord has given Tenant reasonable notice of such requirement, if feasible; or (c) to Landlord's attorneys, accountants, brokers, and other bona fide consultants or advisers and prospective bona fide lenders on the Shopping Center and potential purchasers of and/or investors in the Demised Premises or any additional property of which the Demised Premises is a part. Landlord shall require any party to which Landlord provides information regarding this Lease as permitted by this Section 17.23 to maintain the confidentiality of such information as required by this Section 17.23. Notwithstanding the foregoing, any disclosure of this Lease, including any terms hereof, by the City of Chicago or any other governmental or quasi-governmental authority and any disclosure made by Landlord in conjunction with such a

disclosure by the City of Chicago or any other governmental or quasi-governmental authority shall not constitute a violation of this Section 17.23.

17.24 Survival of Obligations. The obligation to pay any sums due to either party from the other that by the terms herein would not be payable, or are incapable of calculation, until after the expiration or sooner termination of this Lease shall survive and remain a continuing obligation until paid. All indemnity obligations under this Lease shall survive the expiration or earlier termination of this Lease. If any offset or credit against Rent to which Tenant is entitled hereunder is insufficient to reimburse Tenant in full, taking into account the then remaining number of installments of Rent due and payable by Tenant hereunder, then within one (1) month after the expiration or termination of the Demised Term, Landlord shall pay Tenant for such deficiency, subject to any outstanding monetary obligations of Tenant. Such obligation shall survive the expiration or sooner termination of this Lease.

17.25 Definition of "Month". Whenever in this Lease a deadline or other period of time is determined by measuring one or more months from a particular date (the "Reference Date"), the applicable deadline or ending of such other period of time shall be the date in the ending month that corresponds to the Reference Date. For example, if a deadline is to be two (2) months from a particular Reference Date and the Reference Date is August 6, the deadline would be October 6. If the ending month does not have such a corresponding date, the deadline for ending of the period shall be the date in the ending month that is the last day of the ending month (for example, if the deadline is one month from a Reference Date of May 31, such deadline will be June 30).

17.26 Waiver of Jury Trial. LANDLORD AND TENANT WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY LANDLORD OR TENANT AGAINST THE OTHER WITH RESPECT TO ANY MATTER ARISING OUT OF OR RELATED TO THIS LEASE OR THE DEMISED PREMISES.

17.27 Counterpart Execution. This Lease may be executed in duplicate counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument. Any PDF or facsimile transmittal of original signature versions of this Lease shall be considered to have the same legal effect as execution and delivery of the original document and shall be treated in all manner and respects as the original document. The parties also agree to promptly exchange counterparts with original signatures.

17.28 Guarantee of Tenant's Obligations. The obligations of Tenant hereunder shall be unconditionally guaranteed by Tenant's parent company, Whole Foods Market, Inc. ("Guarantor"), as more particularly described in the Guaranty attached hereto as Exhibit B.

[Signatures on following pages]

LANDLORD
SIGNATURE PAGE TO LEASE BETWEEN
ENGLEWOOD SQUARE, LP
AND
WHOLE FOODS MARKET GROUP, INC.


(Chicago, Illinois – Englewood Square)

LANDLORD:

ENGLEWOOD SQUARE, LP, an Illinois
limited partnership

By: Fresh Property Management, LLC, an
Illinois limited liability company, its
sole General Partner

By:



Leon I. Walker, its Manager

[Landlord Signature Page to Lease]

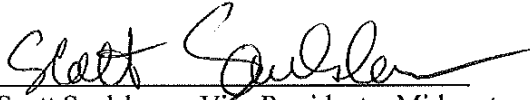
TENANT
SIGNATURE PAGE TO LEASE BETWEEN
ENGLEWOOD SQUARE, LP
AND
WHOLE FOODS MARKET GROUP, INC.

(Chicago, Illinois – Englewood Square)

TENANT:

WHOLE FOODS MARKET GROUP, INC.

By:


Scott Saulsberry, Vice President – Midwest
Region

[Tenant Signature Page to Lease]

**Final
Chicago, IL (Englewood Square)**

EXHIBIT A

SITE PLAN

[attached]

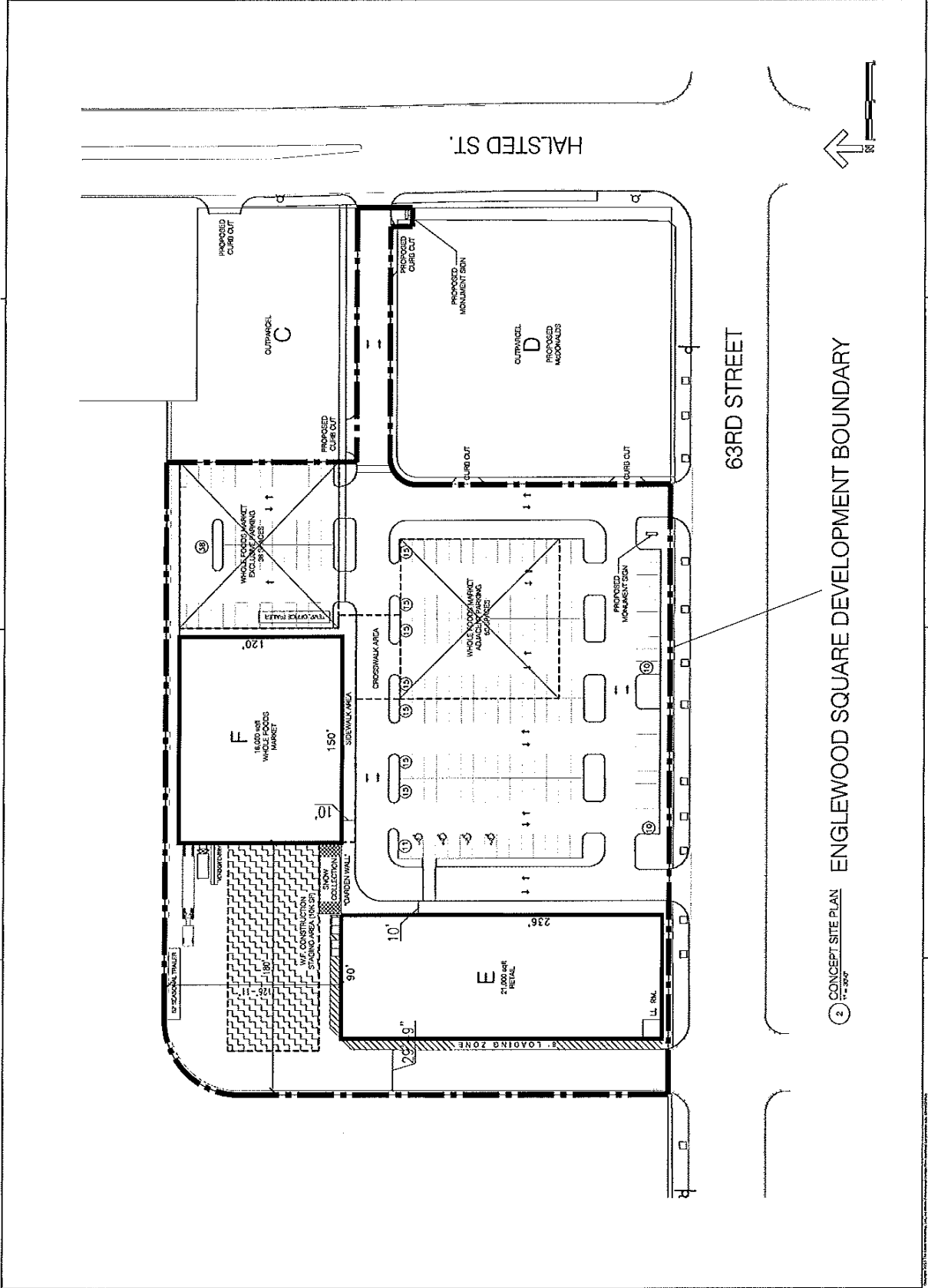


EXHIBIT B

GUARANTY

(Chicago, Illinois – Englewood Square)

IN ORDER TO INDUCE ENGLEWOOD SQUARE, LP, an Illinois limited partnership ("Landlord"), to enter into that certain Lease (the "Lease") dated as of August 30, 2013 with WHOLE FOODS MARKET GROUP, INC., a Delaware corporation ("Tenant"), covering approximately 18,000 rentable square feet of space in the improvements commonly known as Englewood Square, located in Chicago, Illinois, the undersigned, WHOLE FOODS MARKET, INC., a Texas corporation ("Guarantor"), hereby guarantees the payment and performance of and agrees to pay and perform as a primary obligor all liabilities, obligations and duties (including, but not limited to, payment of rent) imposed upon Tenant under the terms of the Lease, as if Guarantor had executed the Lease as Tenant thereunder, subject to, and in accordance with, the terms and limitations set forth below.

Guarantor hereby waives notice of acceptance of this Guaranty and all other notices in connection herewith or in connection with the liabilities, obligations and duties guaranteed hereby, including notices of default by Tenant under the Lease (except as provided to the contrary in the Lease), and waives diligence, presentment and suit on the part of Landlord in the enforcement of any liability, obligation or duty guaranteed hereby.

Guarantor further agrees that Landlord shall not be first required to enforce against Tenant or any other person any liability, obligation or duty guaranteed hereby before seeking enforcement thereof against Guarantor. Suit may be brought and maintained against Guarantor by Landlord to enforce any liability, obligation or duty guaranteed hereby without joinder of Tenant or any other person. The liability of Guarantor shall not be affected by any termination of the Lease by Landlord to the extent that Tenant thereafter continues to be liable thereunder. Landlord and Tenant, without notice to or consent by Guarantor, may at any time and from time to time enter into such modifications, extensions, amendments, indulgences, compromises, settlements or other covenants respecting the Lease as they may deem appropriate and Guarantor shall not be released thereby; provided, however, no amendment or modification of the Lease that would increase the obligations of Guarantor under this Guaranty shall be effective as against Guarantor unless Guarantor has consented thereto in writing. Except as provided in the preceding sentence, Guarantor shall continue to be fully liable for the payment and performance of all liabilities, obligations and duties of Tenant under the Lease to the extent that Tenant thereafter continues to be liable thereunder.

All sums payable by Guarantor under this Guaranty shall be payable at the principal address of Landlord in Chicago, Illinois. Guarantor specifically agrees that any action under this Guaranty may be maintained in Cook County, Illinois, and Guarantor specifically submits to the jurisdiction and venue of such courts with respect to any such action.

Guarantor agrees that if Landlord shall employ counsel to present, enforce or defend any or all of Landlord's rights or remedies hereunder, or defend any action brought by any guarantor,

then, in any such event, Guarantor shall pay any attorneys' fees and expenses incurred by Landlord.

Guarantor agrees that the Lease and this Guaranty may be assigned by Landlord. No such assignment nor any assignment or sublease by Tenant, with or without the consent of Landlord, shall operate to extinguish or diminish the liability of Guarantor. This Guaranty shall be binding upon and inure to the benefit of Landlord and Guarantor and their respective heirs, successors and assigns.

Guarantor acknowledges and agrees that any anti-deficiency statute, election of remedies law, or other law, rule or regulation, now or hereafter in effect, which denies, restricts or otherwise impairs or purports to deny, restrict or otherwise impair Landlord's right to seek a judgment against Tenant shall not deny, restrict or otherwise impair Landlord's rights and remedies under this Guaranty, and Guarantor hereby knowingly, voluntarily and intentionally waives any and all right to assert, or otherwise claim the benefits under any such law, rule or regulation, as now or hereafter in effect, and any other or successor law thereto.

EXECUTED as of August 30, 2013, to be effective as of the date of the Lease.

WHOLE FOODS MARKET, INC.,
a Texas corporation

By _____
Jim Sud, Executive Vice President

EXHIBIT C-1

LEGAL DESCRIPTION OF SHOPPING CENTER

[to be inserted via lease amendment upon approval]

EXHIBIT C-2

LEGAL DESCRIPTION OF DEVELOPMENT

[to be inserted via lease amendment upon approval]

EXHIBIT D

COMMENCEMENT AND TERMINATION DATE AGREEMENT

(Chicago, Illinois -- Englewood Square)

THIS COMMENCEMENT AND TERMINATION DATE AGREEMENT, made as of _____, 20__, is by and between ENGLEWOOD SQUARE, LP, an Illinois limited partnership ("Landlord"), and WHOLE FOODS MARKET GROUP, INC., a Delaware corporation ("Tenant").

WITNESSETH:

WHEREAS, Landlord is the owner of a shopping center known as Englewood Square located in Chicago, Illinois (the "Shopping Center");

WHEREAS, by that certain Lease dated August 30, 2013 (the "Lease"), Landlord leased a portion of the Shopping Center (the "Demised Premises") to Tenant;

WHEREAS, Tenant is in possession of the Demised Premises and the Demised Term of the Lease has commenced; and

WHEREAS, under Section 5.3 of the Lease, Landlord and Tenant agreed to enter into an agreement setting forth certain information in respect of the Demised Premises and the Lease.

NOW, THEREFORE, Landlord and Tenant agree as follows:

1. Capitalized terms used, but not defined, herein shall have the same meanings given to them in the Lease.

2. The Rent Commencement Date occurred on _____, 20__.

3. The Original Term of the Lease shall expire on _____, 20__, unless Tenant exercises any option to extend the Demised Term of the Lease or unless the Lease terminates earlier as provided in the Lease.

4. The date of commencement of the first Extension Term shall be _____, 20__, if Tenant effectively exercises its option in respect thereof, and if Tenant does so, the Demised Term of the Lease shall expire on _____, 20__, unless Tenant exercises any option to further extend the Demised Term of the Lease or unless the Lease terminates earlier as provided in the Lease.

5. The date of commencement of the second Extension Term shall be _____, 20__, if Tenant effectively exercises its option in respect thereof, and if Tenant does so, the Demised Term of the Lease shall expire on _____, 20__, unless Tenant exercises any option to further extend the Demised Term of the Lease or unless the Lease terminates earlier as provided in the Lease.

6. The date of commencement of the third Extension Term shall be _____, 20____, if Tenant effectively exercises its option in respect thereof, and if Tenant does so, the Demised Term of the Lease shall expire on _____, 20____, unless the Lease terminates earlier as provided in the Lease.

7. The date of commencement of the fourth Extension Term shall be _____, 20____, if Tenant effectively exercises its option in respect thereof, and if Tenant does so, the Demised Term of the Lease shall expire on _____, 20____, unless the Lease terminates earlier as provided in the Lease.

8. The Rentable Area of the Demised Premises is _____ square feet, the Rentable Area of the Shopping Center is currently _____ square feet, and Tenant's pro rata share is currently _____.

IN WITNESS WHEREOF, the parties hereto have caused this Commencement and Termination Date Agreement to be executed as of the date first above written.

LANDLORD:

ENGLEWOOD SQUARE, LP

By: _____
Name: _____
Title: _____

TENANT:

WHOLE FOODS MARKET GROUP, INC.

By: _____
Name: _____
Title: _____

Final

EXHIBIT E
CONSTRUCTION

(Chicago, Illinois – Englewood Square)

1. GENERAL.

1.1 Defined Terms. Capitalized terms used in this Exhibit E and not otherwise defined shall have the same meanings given to such terms in the Lease. As used herein, the term “Building Code” means, individually and collectively, (a) all applicable local, state and national laws, rules, regulations and codes including, without limitation, the City of Chicago Building Code and those applicable local, state and national laws, rules, regulations and codes which address egress, ingress, fire safety, accessibility for persons with disabilities, and structural safety, and (b) if applicable, the latest ASHRAE energy code requirements.

1.2 Landlord Construction.

a. Landlord, at its sole cost and expense, shall construct and install the (i) foundation, (ii) non-combustible structural shell (including all necessary columns, beams, joists, girders, roof decking, skylights, façade, parapets, insulation, fireproofing and roofing), (iii) demising walls (including demised area exterior finish treatments and storefront windows), (iv) utility services to the Demised Premises (at points and elevations designated by Tenant), (v) loading dock and receiving area, truck bays and concrete truck pads, (vi) HVAC system as set forth below, as directed by Tenant and (vii) main and alternate entry/exit door systems and any associated or required access stairways, all in accordance with Landlord’s Plans prepared by Landlord and approved by Tenant pursuant to the provisions of Section 3.1 hereof (all of such improvements being hereinafter collectively referred to as the “Building Shell”).

b. Landlord may accept construction of the Common Area in the Development from the City of Chicago pursuant to the RDA and the PDP (together the “Government Approvals”), but it shall be Landlord’s obligation to assure that all Common Area in the Development complies with the requirements of this Exhibit E. Landlord’s obligations to include, without limitation (i) the preparation (either by Landlord or the City of Chicago) of all site development documents necessary for shoring, excavation, grading, utility extension, paving, striping, directional signage, landscaping, irrigation, installation of concrete curbs, islands, wheel stops, required stair and ramp access to satisfy the Building Code, all required curb cuts, median cuts, public road modifications, traffic control devices as required by local governing municipalities, parking lot charging station power and all site lighting, and pylon and/or monument signage and (ii) the construction and completion of the site development work in accordance with such documents.

c. To the extent not covered or waived by the City of Chicago, Landlord shall be responsible for the payment of any and all impact fees, tap-in fees, hook-up fees, and connection fees relating to the Demised Premises and the rest of the Development.

d. Any environmental remediation required as a result of existing conditions shall be performed by the City of Chicago pursuant to the Governmental Approvals, but Landlord shall remain obligated to assure that such remediation is completed.

e. All of the foregoing work is referred to herein as "Landlord's Work". Landlord shall construct and design all of the improvements which are the responsibility of Landlord in full conformity with the Building Code.

f. No modification to the specifications for Landlord's Work set forth in this Exhibit E shall be effective unless Tenant's approval of such modification (i) is set forth in writing, (ii) expressly acknowledges that a specification for Landlord's Work set forth in this Exhibit E is being modified by such approval, and (iii) is signed by the Regional President or any Regional Vice President of Tenant for the Midwest Region, any other officer of Tenant, or Tenant's Executive Construction Coordinator designated on page 2 of the Lease. By way of example, Tenant's approval of Landlord's Plans (as that term is defined in this Exhibit E) shall not constitute Tenant's approval of any modifications to the specifications for Landlord's Work set forth in this Exhibit E unless Tenant's written approval expressly acknowledges that a specification for Landlord's Work set forth in this Exhibit E is being modified by such approval. Notwithstanding the foregoing, Tenant's acceptance of the Government Approvals, described in Article 16 of the Lease, shall constitute approval of any modification or change to the specifications for Landlord's Work set forth in this Exhibit E that is set forth in the Governmental Approvals.

g. Landlord shall be solely and exclusively liable for any issues, defects or problems arising from any of Landlord's Work.

1.3 Tenant Construction.

a. General. Tenant shall be responsible for constructing the leasehold improvements within the Building Shell as shown on the detailed plans and specifications prepared by Tenant and approved by Landlord as specified in this Exhibit E. All of the foregoing work is referred to herein as "Tenant's Work". Tenant's Work shall include all interior finish work and other improvements on or within the Demised Premises (other than the Building Shell) necessary for Tenant to utilize the Demised Premises for the Permitted Use. Tenant shall be responsible for the cost of Tenant's Work. Tenant shall construct and design all of the improvements which are the responsibility of Tenant in full conformity with the Building Code.

b. Floor Slab. Landlord shall design or have the floor slab designed for the Demised Premises in compliance with the requirements set forth below and shall include the floor slab as part of Landlord's Plans (as defined in Section 3.1.d below). As part of Tenant's Work, Tenant shall construct and install the floor slab in accordance with Landlord's Plans for the floor slab.

i. Slab-on-grade is to be a reinforced concrete floor which can support a live load of 125 pounds per square foot in the retail area. Back room

and stock room areas must be capable of supporting 150 pounds per square foot and 250 pounds per square foot live load immediately around loading dock levelers. Concrete mix design, reinforcing, and control joint details and layout to be determined by Tenant in connection with Tenant's approval of Landlord's Plans for the floor slab. Floor slab is to pitch 1/8" maximum per foot to floor drains. Areas of the floor are to be depressed, in locations as directed by Tenant in connection with Tenant's approval of Landlord's Plans for the floor slab, a minimum of fourteen inches (14") to receive Tenant's insulated freezers and two inches (2") for Tenant's tile pavers and mud bed if Tenant elects to utilize tile for finished floor. Exact locations of floor drains and limits of the depressed floor areas are to be determined by Tenant in connection with Tenant's approval of Landlord's Plans for the floor slab.

ii. Tenant shall furnish and install Ashford Formula concrete hardener and sealer for all exposed concrete floor areas as designated by Tenant which do not receive a finish. Tenant to make sure that Tenant's contractor pours a level, smooth floor with no divots or swells on it. Floor finish surfaces shall conform to tolerances of F(F) 30 (floor flatness) and F(L) 20 (floor levelness) measured according to ASTM E 1155. Tenant's contractor to cover finished topping slab with Ram board after it has been poured to protect surface from damage.

iii. Tenant shall have the right to install additional penetrations through the slab for mechanical, electrical and plumbing lines.

iv. With the exception of any issues, defects or problems arising as a consequence of the design of the floor slab, Tenant shall be solely and exclusively liable for any issues, defects or problems arising from the installation of the floor slab and/or any of Tenant's Work.

1.4 Conformance to Building Code. All of Landlord's Work and Tenant's Work must conform to the Building Code, and neither Landlord nor Tenant shall have the right to object to or request any changes to any work to be undertaken by the other hereunder if such request would result in any portion of Landlord's Work or Tenant's Work failing to so conform to the Building Code.

2. SITE AND BUILDING SHELL INFORMATION.

2.1 Survey. Within one (1) month after the same is available from the City of Chicago or the Chicago Neighborhood Initiative, but in no event later than the date Landlord initially submits Landlord's Design Development Plans to Tenant for review, Landlord shall furnish Tenant an ALTA survey of the Development (including the Demised Premises), prepared by a duly licensed surveyor, certifying the items set forth below. If an ALTA survey is not available from either the City of Chicago or the Chicago Neighborhood Initiative, then Landlord, at its sole cost and expense, shall, concurrently with Landlord's initial submission to Tenant of Landlord's Design Development Plans, furnish Tenant an ALTA survey, certifying to Tenant and the Title Company, if any, the items set forth below.

- a. the boundary lines and area of the Demised Premises and the Development, both graphically and by metes and bounds (beginning points should be fixed monuments such as a street intersection);
- b. any recorded easements (including utility easements), rights-of-way and encroachments, setting forth the book and page number of any recorded instruments creating same and any visible unrecorded easements or encroachments;
- c. existing topographical grades at a maximum of one foot (1') contours (showing the benchmark, which benchmark shall remain in place during the performance of Tenant's Work) extending a minimum of twenty feet (20') in each direction from the boundaries of the Demised Premises;
- d. the size, elevation, and location of electric, water, gas, sewage, telephone and any other utilities on, under, over, adjacent to or abutting the Demised Premises or Development and the nature of any easements encompassing such utilities;
- e. all points of access to public streets or roads adjacent to the Development;
and
- f. that the survey was made on the ground and that there are no conflicts, encroachments or the like except as shown on the survey.

In addition, Landlord shall furnish, and Tenant shall have an opportunity to reasonably approve, verifiable documentation confirming the state of the following conditions:

- g. that the Demised Premises is not located within the minimum allowable distance from a church or school (or an identification of any church or school located within such distance) as mandated by applicable Laws regulating alcohol sales; and
- h. that no portion of the Demised Premises is located within an area lower than 5' above a 100 year flood plain established by FEMA.

2.2 Geotechnical Information. Within one (1) month after the date of the Lease, Landlord shall provide Tenant with all preliminary geotechnical reports currently in Landlord's possession. On or before the date Landlord initially submits Landlord's Design Development Plans to Tenant for review, Landlord shall provide Tenant, at Landlord's expense, a final geotechnical report prepared by a duly licensed geotechnical engineer, as approved by Tenant, setting forth the water conditions, bearing capacity and compactability of the soil (the "Geotechnical Report"). The Geotechnical Report must be less than one year old. Tenant shall have the right to review the Geotechnical Report and comment with objections. The Geotechnical Report shall be prepared utilizing the following criteria and requirements:

- a. Borings shall be completed in the building and parking areas as defined below. Depths and quantities may be adjusted to specific site conditions as defined by Tenant's requirements and/or the recommendation of the geotechnical engineer. All samplings shall be in accordance with applicable ASTM standards unless otherwise specified:

i. Building Shell Area:

- A. All borings shall extend to an appropriate depth as determined by Tenant's engineer to evaluate foundation requirements and performance of the structure. Six (6) borings shall be drilled to a minimum depth of twenty feet (20') below existing grade or proposed finished floor, whichever is greater. Borings shall be drilled at the corners of the Building Shell and the remainder spaced as directed by Tenant or Tenant's engineer. Test borings may be supplemented and/or replaced with test pits with the approval of Tenant's engineer.
- B. Borings shall extend at least fifteen feet (15') below existing fills. If unsuitable soils are encountered to a depth of fifteen feet (15') or more, 50% of borings shall be extended to a depth of at least twenty-five feet (25') below potential foundation depths. If recommended by Landlord's geotechnical engineer, Landlord's geotechnical engineer shall also advance borings to depths sufficient to provide seismic design recommendations (e.g., boring(s) to one hundred feet (100') to define seismic Site Class, and boring(s) to fifty feet (50') to assess liquefaction). Alternatively, if recommended by Landlord's geotechnical engineer, Landlord's geotechnical engineer may provide a Refraction Microtremor (ReMi) geophysical survey to determine in situ measurements of shear wave velocities Vs.
- C. Undisturbed ("thin walled) samples shall be obtained where cohesive soils are encountered and shall be taken in accordance with applicable ASTM standards. The number of samples obtained shall be proposed by Landlord's engineer and approved by Tenant's engineer, and shall be sufficient in count and quality to adequately address associated engineering issues.
- D. Split spoon samples shall be obtained continuously from ground surface to the top of naturally deposited, inorganic soils and at five foot (5') intervals thereafter. These shall be taken in accordance with applicable ASTM standards.
- E. If recommended by Landlord's geotechnical engineer, install a minimum of three standpipe observation wells to the maximum depth drilled across combined Building Shell and Adjacent Parking Area footprint, and obtain a minimum of three groundwater level readings over a two-week period following installation.

ii. General Parking and Drive Areas:

- A. Soil borings shall be drilled in general at one hundred foot (100') spacings throughout the entire parking and drive areas, and at major entryways and heavy duty paving areas as defined by Tenant.
- B. Borings shall extend to a minimum depth of ten feet (10') below proposed finish grades. Deeper borings may be required where compressible soils are anticipated and/or site grade raises are planned. Landlord's engineer shall consult with Tenant's engineer where such soil conditions are anticipated and/or where such construction is planned.

iii. Additional Testing and Exploration Requirements:

- A. Additional borings may be required to further define the extent of unsuitable soils, abandoned sub-grade structures, foundations or tanks, required rock excavation, boulder removal and other applicable subsurface conditions that may impact design and construction. Such additional borings shall be coordinated with Tenant's engineer.
- B. If recommended by Landlord's geotechnical engineer, piezometers may need to be installed to accurately determine groundwater elevations.

b. The Geotechnical Report shall include the following geotechnical laboratory testing, as applicable to the site:

- i. Dry Density
- ii. Moisture content
- iii. Atterberg Limits
- iv. Gradation
- v. Unconfined compression or triaxial undrained shear strength
- vi. Consolidation or Swell with time curves if appropriate
- vii. Sulfate content where appropriate
- viii. CBR, Resilient Modulus, or R Value as appropriate
- ix. Corrositivity Tests
- x. Seismic soil profile as determined by ReMi or field density / stiffness measurements

c. The Geotechnical Report shall include the following as applicable to the site:

- i. Descriptions of the following:

- A. existing conditions and proposed construction (and historic conditions that may impact design and/or construction such as previous construction)
 - B. sub surface exploration program (including a plan showing locations of explorations relative to existing site conditions and proposed construction)
 - C. field and/or laboratory testing programs (including results of all testing)
 - D. sub surface soil and groundwater conditions (including logs of explorations, and observation well installation and monitoring reports).
- ii. Design recommendations for the following:
- A. Foundation system(s). Landlord's engineer shall note the following: 1) Tenant desires shallow foundation systems whenever feasible; 2) allowable differential settlement shall not exceed ½" in 30 feet (30'); and 3) total differential settlement shall not exceed 1" over the entire building.
 - B. Ground floor slab (including waterproofing, damp proofing, vapor barrier installation or under slab drainage recommendations)
 - C. Seismic design criteria
 - D. Foundation walls and site retaining walls (including waterproofing, damp proofing, or perimeter drainage recommendations)
 - E. Flexible and rigid pavement sections for light and heavy duty traffic conditions, truck pads, loading docks, compactor/composter pads, and sidewalks
 - F. Sub slab and site utilities
 - G. Other site-specific elements identified by Tenant
- iii. Comments on the geotechnical aspects of the following construction considerations, as applicable:
- A. Excavation of soil and/or bedrock
 - B. Temporary construction dewatering
 - C. Temporary excavation support
 - D. Controlled blasting
 - E. Soil and rock slopes
 - F. Sub grade preparation
 - G. Fill and backfill materials
 - H. Other considerations applicable to the site

2.3 Environmental Report. Within one (1) month after the same is available from the City of Chicago or the Chicago Neighborhood Initiative, but in no event later than the date Landlord initially submits Landlord's Design Development Plans to Tenant for review, Landlord shall furnish Tenant a current Phase I environmental report indicating all existing environmental issues within the Development. If a current Phase I environmental report is not available from

either the City of Chicago or the Chicago Neighborhood Initiative, then Landlord, at its sole cost and expense, shall, concurrently with Landlord's initial submission to Tenant of Landlord's Design Development Plans, furnish Tenant a current Phase I environmental report indicating all existing environmental issues within the Development. If a Phase II environmental report is required as a result of the findings of the Phase I environmental report, Landlord shall provide Tenant with a certified Phase II environmental report. Reports should address whether a vapor barrier or sub-slab venting system should be installed. Tenant reserves the right to review and request additional information if necessary to complete its due diligence process.

2.4 Age of Reports. Survey, the Geotechnical Report, and the Phase I and Phase II environmental reports ("Environmental Reports") are to be less than one year old and shall depict all information as described above. In the event the Survey, Geotechnical Report, or the Environmental Reports, are not to the specifications above, Tenant shall have the right to procure a new Survey, Geotechnical Report, and/or Environmental Reports, and cost of the new Survey, Geotechnical Report, and/or Environmental Reports shall be reimbursed at full cost by Landlord.

3. DESIGN.

3.1 Landlord's Plans and Specifications.

a. Design Consultants. Landlord shall be required to utilize an architect as reasonably approved by Tenant for Building Shell design. Tenant will instruct its architect and consultants to work diligently with Landlord and Landlord's architect and consultants to facilitate drawings and design as described below.

b. Design Development Plans. Landlord shall prepare and submit for Tenant's review and approval Design Development Plans for the Common Area and Building Shell including elevations and material selections. Landlord's Design Development Plans shall include, but not be limited to: plans, sections, interior and exterior elevations, utility drawings, loading dock plans, dimensioned site and surfacing plan, concept grading plan, concept utility plan, concept landscaping and irrigation plan, exterior signage plan, and proposed site lighting plan with photometric layout. Landlord is to provide color elevations and/or three dimensional representations of the Demised Premises as requested by Tenant to adequately depict Landlord's intentions of design and selection of materials. Within twenty (20) business days after Tenant's receipt of Landlord's Design Development Plans, Tenant shall approve or disapprove same, and within twenty (20) business days after Landlord's receipt of Tenant's review comments on Landlord's Design Development Plans, Landlord shall prepare revised Landlord's Design Development Plans and resubmit them to Tenant for review. In the event Tenant has additional comments on Landlord's Design Development Plans, they are to be submitted to Landlord within fifteen (15) business days after Tenant's receipt of the revised Landlord's Design Development Plans. Landlord shall, within twenty (20) business days after such comments are made, resubmit revised Landlord's Design Development Plans to Tenant for review. However, if such objections are not cured by Landlord or waived in writing by Tenant within such period, Tenant may terminate the Lease.

c. Exterior Design Approval. Tenant shall have the right to review and approve Landlord's Design Development Plans for the exterior façade of the Building Shell. Tenant shall have input on overall design intent of the Building Shell as well as finishes to be utilized as it relates to the Demised Premises. Tenant requires Landlord to utilize architectural elements that are consistent with surrounding architectural design of current buildings in the immediate area. In addition, architecture shall be conducive to historical elements in the surrounding community and reflect consistency with the history of the community. Landlord shall work diligently and cooperatively with Tenant's architect and design consultants to accommodate the design intent above. Notwithstanding the foregoing, the final exterior design of the façade will be subject to the Government Approvals.

d. Landlord Plans and Specifications. Landlord intends to submit detailed plans and specifications to the City of Chicago for the purposes of obtaining a building permit on or before July 1, 2015. Within two (2) months after Tenant delivers to Landlord the preliminary fixture and interior demising plan contemplated by Section 3.2 below, Landlord shall prepare and submit for Tenant's review detailed plans and specifications for the Building Shell, the floor slab for the Demised Premises, and site development, and all retail shop buildings, office spaces, and other structures to be built concurrently with Landlord's site construction and/or that are contiguous to the Demised Premises, which shall incorporate the Building Shell requirements set forth in Section 4.1 hereof ("Landlord's Plans"). Within twenty (20) business days after written request by Landlord, Tenant shall provide such information as is necessary for Landlord to prepare Landlord's Plans; provided, however, that (1) if Tenant, despite its reasonable efforts, in good faith cannot produce such information in twenty (20) business days it shall have up to an additional twenty (20) business days in which to provide such information, and (2) Landlord acknowledges that some information provided by Tenant shall be preliminary and it will work in good faith with Tenant to review Tenant's Plans (as hereinafter defined) and minimize the costs to Tenant for any required changes in Landlord's Plans as a result of a change in Tenant's Plans. Landlord and Tenant acknowledge that certain decisions as to such elements may not be final until Tenant has completed Tenant's Plans and that, as a result such information is subject to change and Landlord and Tenant will work together in good faith to address any such required changes. Landlord's Plans are to be in conformance with Landlord's Design Development Plans which have previously been approved by Tenant and the PDP and shall include, without limitation, a complete package of architectural, structural, mechanical, electrical, and plumbing engineering plans, photometric plan for site, landscaping and irrigation plans, and specifications including civil engineering plans for the Development, for: (i) the Building Shell; (ii) the floor slab for the Demised Premises; (iii) the loading dock and receiving area; and (iv) all Common Area. Tenant will have twenty (20) business days following its receipt of Landlord's Plans in which to review the same and to provide Landlord with any written objections Tenant may have. Within twenty (20) business days after Landlord's receipt of Tenant's review comments on Landlord's Plans, Landlord shall prepare revised Landlord's Plans and submit them to Tenant for review. In the event Tenant has any additional comments, they are to be submitted to Landlord within fifteen (15) business days after Tenant's receipt of the revised Landlord's Plans. Landlord shall, within fifteen (15) business days after such comments are made, resubmit revised Landlord's Plans for Tenant's review.

Unless otherwise indicated, references herein to Landlord's Plans shall be deemed to refer respectively to the last set of Landlord's Plans (including revisions thereto) approved as provided herein. The right of Tenant to approve, review and comment on Landlord's Plans shall not relieve Landlord from any liability concerning the completeness, accuracy or integrity of such plans and specifications or their compliance with the Building Code.

e. Requirements for Landlord's Plans. Landlord's Plans shall include, but not limited to, the following information:

- i. the configuration, dimensions and boundaries of the Demised Premises; and the parcels forming the Development;
- ii. the location of any and all traffic signals that impact the site and any restrictions that may be imposed on access points, (such as restricted turns or limited access to roadways as a result of medians);
- iii. a plan that reflects the route of heavy duty paving throughout the site;
- iv. the proposed location and orientation of the Building Shell, and the location and orientation of the Building Shell relative to the remainder of the Development;
- v. any existing and proposed new easements and improvements (such as buildings, power lines, fences, etc.) in the Development that may affect Tenant's construction and/or operation of its business on the Demised Premises;
- vi. any existing and proposed access ways, parking islands, signs, sidewalks, curbs, light standards, landscaping and other improvements within the Common Area;
- vii. existing and proposed grades, locations, sizes, elevations, flow lines and pressures, as applicable, for all utility mains and services that are to serve the Demised Premises;
- viii. proposed finish contours and spot grades on the Demised Premises, curb elevations, spot elevations at entrances, exits, loading dock, truck pads, compactor and composter bay pads;
- ix. all drives, parking stalls, access points, sidewalks, easements, buildings or site obstructions to be fully dimensioned, including entry vestibules, doorways, stairs, and elevators serving the Demised Premises;
- x. if available, the street address of the Demised Premises;
- xi. a narrative advising Tenant of any item on such plan that Landlord anticipates being removed on or before the Rent Commencement Date and any other information pertinent to the performance of Tenant's Work; and

xii. Truck templates are to be shown depicting anticipated truck routes for ingress and egress. Templates are to be shown utilizing full size eighteen wheel trucks with 53' trailers and an overall length of 75'. Template should also depict truck and trailer in place at loading dock, ingress and egress to ensure clearances and usability.

f. LEED Certification. Tenant's requirements for green building are detailed below in construction requirements. Nothing herein shall require that Landlord pursue LEED certification unless required as a condition to approval of the project. If so required, obtaining LEED certification shall be at Landlord's sole cost and expense.

3.2 Tenant's Preliminary Fixture and Interior Demising Plan. Within six (6) weeks after Tenant has approved Landlord's Design Development Plans, Tenant shall prepare and deliver to Landlord a preliminary fixture and interior demising plan based on Landlord's Design Development Plans.

3.3 Tenant's Plans and Specifications. Tenant shall deliver detailed plans and specifications for Tenant's Work ("Tenant's Plans") and Landlord shall have fifteen (15) business days after receipt thereof to notify Tenant in writing of any objections that Landlord may have thereto. Within twenty (20) business days after the later of the expiration of such fifteen (15) business day period or Tenant's receipt of such objections, Tenant shall prepare revised Tenant's Plans and submit them to Landlord, and Landlord shall have fifteen (15) business days after receipt thereof to notify Tenant in writing of any further objections that Landlord may have thereto. If Landlord so objects, Tenant shall have twenty (20) business days to prepare and submit revised Tenant's Plans to Landlord. Notwithstanding any provision to the contrary contained in this Lease, Landlord's right to approve Tenant's Plans shall be limited only to those matters which materially and adversely impact the structural components of the Building Shell, the utility systems serving the Development, or the aesthetic compatibility of the exterior of the Demised Premises with the remainder of the Development. Tenant's Plans shall be deemed approved for all purposes if Tenant does not receive Landlord's written objections to same within the period specified above. Tenant may release Tenant's Plans for competitive bids and submit them for governmental review prior to receipt of Landlord's approval thereof. Unless otherwise indicated, references herein to Tenant's Plans shall be deemed to refer respectively to the last set of Tenant's Plans (including revisions thereto) approved as provided herein. The right of Landlord to approve, review and comment on Tenant's Plans shall not relieve Tenant from any liability concerning the completeness, accuracy or integrity of such plans and specifications or their compliance with the Building Code.

3.4 Permits; Compliance; Coordination. Landlord shall apply to the appropriate governmental authorities, public utilities, or other entities for all permits and approvals necessary for Landlord's construction of the Building Shell and all retail shop buildings, offices, or other structures to be built concurrently with development of the site and/or that are contiguous to the Demised Premises and the remainder of the Development. In addition, Landlord will be required to apply to the City of Chicago for any permits that may be required by the City for such items as outdoor seating, outdoor merchandising, shopping carts, bike racks, and the like. All such applications shall be made in a timely manner so that the necessary permits and approvals may be obtained prior to the deadlines set forth in this Exhibit E and the Lease. Tenant shall apply to

the appropriate governmental authorities for all permits and approvals necessary for the performance of Tenant's Work. If so requested by Tenant, Landlord (and Landlord's architect) shall not take primary responsibility but will reasonably support Tenant in obtaining Tenant's building permits; provided, however, Landlord shall not be required to undertake any extra financial obligations (other than Landlord's architect's fees for which Tenant shall reimburse Landlord) in so assisting Tenant.

3.5 Approval of Plans. Landlord will cause Landlord's Plans to conform to Landlord's Design Development Plans. If Landlord's Plans materially vary from Landlord's Design Development Plans and if Tenant does not approve Landlord's Plans as a result of such material difference or if Landlord does not approve Tenant's Plans and Tenant is unwilling or unable to accommodate Landlord's proposed changes to Tenant's Plans, then Tenant shall have the right to terminate the Lease without further liability.

3.6 Information to Tenant and Landlord. Landlord and Tenant shall each instruct their respective architects, consultants, and engineers to cooperate with the other party's architects, consultants, and engineers in providing all necessary information regarding (a) the Development; (b) the location, size, quantity and availability of utilities; and (c) such other information as may from time to time be reasonably requested. Landlord and Tenant acknowledge and agree that the preparation of plans and specifications by each party as set forth herein are interrelated and dependent upon the other party's submittals and cooperation. Accordingly, Landlord and Tenant agree that they shall mutually work in good faith to prepare the criteria for the plans and specifications which will permit their respective architects to proceed without delay.

4. CONSTRUCTION REQUIREMENTS.

4.1 General. Promptly after Landlord's receipt of the necessary building permits, Landlord shall commence Landlord's Work and shall thereafter diligently and continuously prosecute said construction to its completion in accordance with the Master Schedule (as defined in Section 4.5 below). Landlord's construction of the Common Area adjacent to and contiguous to the Building Shell will be coordinated with Tenant's Work. Landlord's Work shall be performed in accordance with Landlord's Plans and shall comply with the following requirements which are minimum requirements and are not intended to overrule the Building Code. Landlord shall provide a minimum one (1) year warranty (commencing on the Tender Date) on all new equipment installed by Landlord as part of Landlord's Work.

4.2 Completed Pad.

a. Landlord will provide a building pad (a "Completed Pad") that is designed in conformance with recommendations of Landlord's geotechnical engineer and structural engineer, as approved by Tenant's geotechnical engineer and structural engineer in connection with Tenant's review and approval of Landlord's Plans, to insure compatibility with Landlord's structural design for the Building Shell. If so requested by Tenant and Tenant's structural engineer in connection with Tenant's review and approval of Landlord's Plans, Landlord will provide additional stabilization to the Completed Pad

up to and including lime stabilization per Landlord's geotechnical engineer's recommendations.

b. The Completed Pad is to be compacted to a minimum ninety-five percent (95%) standard proctor density at or about optimum moisture content. The Completed Pad shall be constructed of structural fill placed in compacted lifts over naturally deposited, inorganic (bearing) soils following excavation and removal of unsuitable materials below the ground floor slab (unless otherwise recommended by Landlord's engineer and approved by Tenant's engineer in connection with Tenant's review and approval of Landlord's Plans) and within a roughly triangular area within the limits of a 1:1 projection down and out from the edges of the foundation. Structural fill under slab is required to a minimum depth of four (4) feet, or as directed by Landlord's geotechnical engineer to accommodate deeper frost lines if required, and is to be clean, select fill free of foreign matter placed in uniform, loose horizontal layers eight (8) inches in depth and compacted to a minimum ninety-five percent (95%) standard proctor density at or about optimum moisture content, or as recommended by Landlord's geotechnical engineer, whichever is greater. Structural fill shall extend a minimum of five (5) feet beyond the outside face of the Building Shell. Gradation of structural fill shall be proposed by Landlord's engineer and approved by Tenant's engineer in connection with Tenant's review and approval of Landlord's Plans, but in no case shall it contain materials larger than three (3) inches in size. The gradation of the structural fill used to construct the Completed Pad shall consist of uncontaminated natural bank-run sand and gravel, free of organic material, snow, ice, debris, or other unsuitable materials, and shall be well graded. Landlord is responsible for import of any additional fill required to bring compacted sub slab up to required grade. Notwithstanding the foregoing, Landlord may propose alternatives to the foregoing requirements, and Tenant agrees to act reasonably in evaluating any alternatives so proposed by Landlord.

c. All abandoned footings, foundations, etc. in the area below the Building Shell to be removed by Landlord to a depth of six (6) feet below grade prior to and as a condition to the occurrence of the Landlord Work Completion Date.

d. Landlord is to provide Tenant with a pad certification from Landlord's geotechnical engineer and civil engineer, as approved by Tenant, certifying to Tenant (i) Completed Pad preparation for compaction, stabilization, and moisture content as recommended by the Geotechnical Report, (ii) that the soil conditions beneath the Building Shell are satisfactory to properly support the proposed improvements on Landlord's foundation design, and (iii) compliance with above requirements and verifying elevations as designed by Landlord's civil engineer and approved by Tenant in connection with Tenant's review and approval of Landlord's Plans.

4.3 Building Shell.

a. Roof and Structure. Landlord shall construct and install a roof in compliance with the following requirements:

i. The bottom of the roof steel, including bar joists, girders, beams and all other roof steel structural assemblies, shall be a minimum of seventeen feet (17') clear above the finished first floor and shall be free from any obstructions.

ii. Landlord is to furnish and install an insulated roof with an R Factor of R-30, with a twenty (20) year full system warranty on the roofing, and a five (5) year warranty on the metal flashings. Roofing type to be EPA Energy Star single ply white reflective roof membrane with Dens Deck board as approved by Tenant. System must be Class A fire and meet ASCE-7 wind uplift requirements and provide a minimum ¼" per foot positive drainage. Landlord's roofing contractor shall furnish and install a continuous path of walkway treads from the roof hatch to all the major roof top equipment and between all major rooftop equipment.. Solar reflective index (SRI) of a minimum of 78 required. Initial reflectivity of roof to be at least 80%. Notwithstanding the foregoing, roofing requirements will be subject to the provisions of the Government Approvals.

iii. Landlord shall be responsible to lift and set all of Tenant's rooftop equipment.

iv. Landlord's roof contractor shall furnish and install grease protector pads as required or recommended by the roofing manufacturer at each grease bearing exhaust outlet.

v. Landlord shall furnish a designated area on the roof for Tenant's condensers, HVAC equipment exhaust fans, transformer, generator, satellite dish, and pumps. Adequate clearance will be provided for Tenant's system as determined by Tenant's engineers. Exhaust ventilation shafts shall be placed appropriately to accommodate vertical discharge of various kitchen exhaust ventilators. Landlord shall be responsible for design of ventilation system for exiting building. Landlord to furnish and install, at Landlord's cost, vertical or horizontal shafts to exterior of building with black iron ductwork and cleanouts as required by the Building Code. Shafts to be fire rated per Building Code requirements. Conflicts with structures above are the responsibility of Landlord to resolve and engineer. If structures are required over and above Tenant's requirements, Landlord shall design and construct at its sole cost and expense.

vi. The roof shall be designed structurally to adequately support Tenant's above roof compressor racks, HVAC equipment, suspended hoods, exhaust fans, suspended walls and soffits, satellite dish, emergency generator, solar panels, décor suspended hanging elements, and other items deemed necessary by Tenant and shall also be designed structurally to adequately support live and snow loads in accordance with the Building Code. Tenant shall provide specifications for roof top equipment as outlined in Section 3.1.d above. The roof shall include, at Landlord's expense, all necessary roof penetrations to accommodate the HVAC system for the Demised Premises, and, in addition, above and beyond the HVAC equipment, minimum of twenty (20) roof

penetrations for flues, fans and hoods, as located and designated by Tenant in connection with Tenant's review and approval of Landlord's Plans. In addition, Landlord shall furnish and install a 3'0" x 2'6" lockable roof hatch with OSHA approved hatch, ladder and/or cage.

vii. Landlord shall be responsible for designing, furnishing, and installing any and all necessary vertical and horizontal screening as required the Building Code or any architectural review boards with jurisdiction to conceal Tenant's rooftop equipment. Finishes on screening to be reviewed and approved by Tenant in connection with Tenant's review and approval of Landlord's Plans. Landlord shall be responsible for any and all sound attenuation as required by the Building Code or any architectural review boards with jurisdiction.

viii. Landlord shall furnish and install all required structural steel roof framing and dunnage for any and all Tenant roof top equipment.

ix. In the event roof drains penetrate the roof within the interior of the Demised Premises, Landlord to coordinate their size and location and all piping runs with Tenant in connection with Tenant's review and approval of Landlord's Plans.

x. Landlord shall provide a minimum of twelve (12) roof openings and flashings for skylights or as required by 2012 IECC and approved by Tenant.

xi. Tenant shall have the right to install additional penetrations through the ceiling or roof for future mechanical, electrical and plumbing lines. Tenant shall engage Landlord's roofing contractor to install additional penetrations through the ceiling or roof for future mechanical, electrical and plumbing lines, and shall follow such directives so as to not revoke or otherwise impair the roofing manufacturer's warranty.

b. Exterior Walls. Landlord shall construct and install the exterior walls, including store front glazing and glass systems, in compliance with the following requirements:

i. Exterior walls shall be insulated with an insulating R Factor of R-20, or as required in accordance with the Building Code, whichever is greater, and shall be damp-proofed. Landlord will install a minimum of 6" furring and insulation on exterior walls. Landlord shall meet all Building Code requirements for fire proofing all exterior walls. Tenant will be responsible for installation of drywall, tape and float of the furring on exterior walls. All exterior walls shall be waterproofed with approved exterior sealers.

ii. Exterior storefront glazing and glass door systems shall be double paned insulated glass. Exterior windows and storefront systems shall be double paned, low E insulated glass at a minimum. Specification to be a minimum of U value of less than .75, SHGC less than .4, visible transmission greater than .5 and

air leakage of less than .4cfm/SF. If local energy codes are greater than specifications as indicated above, local energy codes shall govern.

iii. Preferred color of aluminum storefront is clear anodized. Changes in this specification must be agreed upon by Landlord and Tenant in connection with Tenant's review and approval of Landlord's Plans.

c. Doors. Landlord shall provide and install doors for the Building Shell in compliance with the following requirements:

i. Landlord shall furnish and install one 8' wide x 10' high roll-up, insulated, overhead service door with electric operator, manual override, and vision panel in the loading/receiving area.

ii. Landlord shall furnish and install one 4'0" wide x 7'0" high insulated, flush, hollow metal exterior door at the loading dock/receiving area. Landlord shall furnish and install one 4' wide x 4' high fire rated, hollow metal door 3'-6" AFF for both Tenant's compactor and composter. All doors are to be installed in steel channel frames.

iii. Landlord shall furnish and install flush, hollow metal insulated doors as required by the Building Code for egress, including all associated and required hardware and alarming devices. All doors to be equipped with 7 pin Best lock system and to have a minimum of fifteen second delay Detex type alarm devices to be wired into the building security system as required by the Building Code and/or Tenant in connection with Tenant's review and approval of Landlord's Plans, whichever is greater.

d. Entrance. Landlord shall cause the main entrance for the Demised Premises to comply with the following requirements:

i. Landlord shall provide two (2) 14' wide x 8' high automatic sliding doors with bumpers and breakaway side light panels and transoms. Manufacturer to be Horton, Gyrotech-Nabco, Besam or approved equal. Location of doors to be as directed and approved by Tenant. Tenant reserves the right to configure and approve sensors and controllers for door selection. Tenant reserves the right to select bi-parting or single-slide model doors in connection with Tenant's review and approval of Landlord's Plans.

e. Loading Dock and Receiving Area. Landlord shall construct and install a loading dock in compliance with the following requirements:

i. The loading dock and receiving area shall be designed to be single welled and to have space for one truck with 53' trailer and an overall length of 75', one compactor, and one composter. The loading dock area shall not exceed a maximum slope of 2%. Landlord shall furnish and install trench drains for proper drainage of the truck well, compactor and composter pad. Loading dock height to be 4'0" above finished grade at truck wells. If elevation requires the

storm sewer to be pumped, Landlord shall provide and install all necessary pumps and associated apparatus as required by the Building Code. Grades over and above required 2% will only be considered under extreme circumstances but will require Tenant's approval in connection with Tenant's review and approval of Landlord's Plans. Truck ingress and egress must be designed to accommodate truck with 53' trailer and an overall length of 75', and a minimum clear height of 14'-6". One way access shall have a minimum turning radius of 120'. Access shall be to the side of Building or at the rear of the Building. Access to the loading dock shall be shown on the Site Plan. Access to the loading dock from the front of the Building is prohibited in all cases. Proof of usability must be indicated with truck templates on site plan and usability must be approved by Tenant prior to final approval of Landlord's Plans.

ii. Landlord shall furnish and install mechanical dock leveler with 30,000 lb. capacity, per manufacturer's specifications, with dock seals and bumpers at 8' x 10' motorized roll-up receiving door. The size of the leveler platform is to be determined by specific project requirements. However, the minimum size of Dock leveler to be Kelly model aFX6x8 with Hidden Hook trailer restraint, or approved equal. Leveler to be complete with steel imbeds for installation and attachment and all necessary conduit, wiring, lights and controls for operations. Controls to also be integrated to operate roll-up receiving door. Dock leveler to be operational on Tender Date.

iii. Landlord shall furnish and install 8" deep, 12' wide x 40' long, reinforced concrete pads with wash-down drains hooked to the sewer system per the Building Code for Tenant's compactor and composter and an 8" deep, 15' wide x 80' long reinforced concrete pad for Tenant's trucks and trailers. Locations to be approved by Tenant.

iv. Landlord shall install 6" diameter concrete filled bollards as directed by Tenant in the receiving area for protection of compactor, composter, transformer, and any other Tenant equipment. Location and quantity of bollards to be reasonably determined by Tenant pursuant to Tenant's approval of Landlord's Plans, subject to final and approved plans submitted for PDP approval.

v. Landlord will be responsible for any required screening walls at loading dock/receiving area as may be requested by local governing agencies. Finishes and design of same subject to Tenant's review and approval during Tenant's approval of Landlord's Plans.

vi. Landlord shall provide a 6'-0" wide concrete ramp from loading dock up to personnel receiving door at a slope not to exceed 1:20.

f. Utilities. Landlord shall install into the Demised Premises, at the points and elevations designated by Tenant during Tenant's approval of Landlord's Plans, all utilities necessary for the operation of Tenant's business operations. Locations designated by Tenant may not be modified by Landlord to minimize lengths of pipe or

wire unless otherwise approved in writing by Tenant. Landlord is to preserve throughout the Demised Term all utilities necessary for the operation of Tenant's business operations. Should the Geotechnical Report indicate that special measures are required to protect underground utilities from corrosion, the expense of providing such protection shall be borne by Landlord. All utilities shall, to extent permitted by local authorities and utility providers, be separately metered to Tenant and shall include, without limitation, the following utilities in the amounts, sizes and pressures indicated.

Electricity

Landlord shall furnish and install a Kirk Key system adjacent to the Building for Tenant's backup generator for switch over during extended power outages (to be specified and located by Tenant's engineers).

Landlord to provide at Tenant's election during Tenant's review and approval of Landlord's Plans, either sixteen hundred (1,600) AMP, 120/208V three (3) phase, four (4) wire, or eight hundred (800) AMP, 277/480 volts, three (3) phase, four (4) wire to the primary transformer and to the Kirk Key system. Final size to be determined in accordance with the calculated electrical loads, if higher/lower than as specified above. The service will be sized for Tenant's needs and will be provided adequate buss bar space and two spare 200 AMP fused switches or circuit breakers. Landlord to provide primary electrical from electrical provider to primary transformer. Landlord shall terminate the electric service with a utility company CT (and metering) and service rated switch that is rated greater than the Fault Current (AIC) provided by the power company. Landlord shall cause the power company to furnish and install the electrical transformer in a location to be determined by Tenant, subject to Landlord's reasonable approval and City of Chicago requirements. Landlord shall make all arrangements with the electric utility, and perform all required work and pay all cost to provide the above indicated electrical service to the primary transformer. Landlord shall terminate the electric service with utility company CT's, metering requirements and service entrance disconnect switch. In the event Landlord cannot have permanent power energized to the Primary Transformer by the Landlord Work Completion Date, Landlord will provide temporary power to the Demised Premises and to Tenant's general contractor's trailer as specified by Tenant. Minimum requirements are 400 amp, 120/208v, three phase, four wire to the locations indicated above.

Natural Gas

Landlord shall be responsible for paying all back charges, if any, to the gas company for installing the gas line from

the gas main to the gas meter, as engineered by the gas company. Typical gas consumption is 4,000-6,000 CFH with a minimum delivery pressure after the meter, of up to 2 psi. If inadequate supply pressure is available, Landlord shall provide and install a gas booster system. Landlord is responsible for meter and all associated piping to the Demised Premises in a location directed by Tenant during Tenant's review and approval of Landlord's Plans.

Water (potable)

Three inch (3") diameter site domestic water feed (terminated inside the Demised Premises in a location determined by Tenant and located on Tenant's fixture plan, with a flanged fitting). Should available water pressure be less than 60 psi, and minimum 140 gpm, then Landlord shall be responsible for providing a water booster system. Landlord also to provide a back up pump should the initial water booster system fail. Should available water pressure be greater than 80 psi, then Landlord shall be responsible for providing a pressure reducing valve. Landlord shall furnish a water analysis and shall provide and install a water conditioning system if the water analysis reveals unsatisfactory water quality. Landlord shall provide and install backflow prevention devices. Pressures should be taken after back flow preventers. If a sub meter is required, Landlord to furnish and install at Landlord's expense.

Water
(fire protection)

Landlord shall design, provide and install a complete fire protection service with Building Code compliant backflow prevention devices, risers, flow/alarm devices, fire department connections, test drains and distribution piping for a complete and working system. System shall be hydraulically calculated to include a minimum six inch (6") sprinkler main with distribution (secondary branch lines) in the entire Demised Premises and mezzanine area with sufficient pressure to meet the requirements of the Building Code and Tenant's insurance underwriter. Modifications requested by insurance underwriter shall be incorporated by Landlord at no expense to Tenant. Landlord to provide standard retail coverage of one sprinkler head per every one hundred thirty (130) square feet of area in the Demised Premises, or per Building Code, whichever is more stringent. Tenant shall approve the sprinkler layout for the Demised Premises in connection with Tenant's review and approval of Landlord's Plans and will be responsible for sprinkler line

drops from the secondary branch lines. Landlord shall be responsible for satisfaction of any applicable Building Code requirements, including, without limitation, testing and approval by the local fire department or municipality and obtaining a test (pressure) certificate. Landlord shall provide a hydrant flow test to demonstrate a minimum residual pressure of 60 psi with 120 gpm of flow at the service. If the existing water pressure is insufficient, Landlord will install a fire pump to obtain the required pressure for insurance and Building Code approval. Should available water pressure be greater than 80 psi, then Landlord shall be responsible for providing a pressure reducing valve. Landlord shall furnish and install the backflow preventer within the Demised Premises. Landlord will submit fire protection drawings to Tenant for approval prior to commencement of installation.

Sanitary sewer

Six inch (6") sanitary line, terminated five feet (5') inside the Demised Premises, shall be in a location and at an invert elevation to be determined by Tenant and located on Tenant's fixture plan. In addition, Landlord shall furnish and install a six inch (6") diameter grease sanitary line terminated five feet (5') inside the Demised Premises in a location, including invert, as determined by Tenant. If flow line depths or capacities require a lift station to be installed, Landlord shall install such lift station at its sole cost and expense. In locating sanitary drain locations for Tenant's connection, Landlord shall consider obstructions to gravity drainage by building structural elements and adjacent tenant construction, to allow Tenant to install its sanitary piping at a minimum pitch of 1/4" per foot slope, in a reasonable manner without interfering with adjacent tenants' premises. Location of all points of connection shall be determined by Tenant in connection with Tenant's review and approval of Landlord's Plans and approved by Landlord. Landlord shall furnish and install a minimum 2,000 gallon exterior underground grease trap interceptors, or as required by the Building Code after review of Tenant's interior plans and specifications, whichever is greater. Grease interceptor to comply with Tenant's requirements and shall be inverted a minimum of five feet below finished floor and Landlord shall confirm that the invert elevation is capable of draining Tenant's most remote fixture by gravity at a pitch of 1/4" per foot or as directed by the Building Code and approved by Tenant in

connection with Tenant's review and approval of Landlord's Plans. Landlord shall locate the grease interceptor as directed by Tenant or as mutually agreed upon by both parties. Landlord to provide two independent four inch (4") plumbing vent lines, one for each the sanitary and indirect waste systems. Vents to terminate in a Building Code compliant location and shall be brought to the Demised Premises at a location(s) determined by Tenant in connection with Tenant's review and approval of Landlord's Plans.

Storm Sewer

Storm sewer to be provided by Landlord at Landlord's cost in conformance with the Building Code, storm water quality requirements and the requirements of applicable government agencies. Landlord shall provide storm line and roof drains as determined by Tenant's MEP consultant at locations as directed by Tenant in connection with Tenant's review and approval of Landlord's Plans to accommodate drainage of Tenant's loading dock area.

Landlord should be fully aware of the general requirements that arise under environmental standards governing storm water from construction sites, so that those portions of Landlord's Work associated with the development of Tenant's facilities will occur in compliance with those requirements. Landlord shall adhere to a Storm Water Pollution Prevention Plan (SWPPP) for a construction site which meets the usual requirements of the federal general storm water permit. Landlord shall be responsible for assuring that the City of Chicago's contractor performing the site work contacts the applicable authority to determine current regulatory and permitting requirements. Landlord shall be responsible for assuring that the City of Chicago's contractor performing the site work evaluates the site, chooses the best management practices (BMPs) for the site, incorporates those BMPs into the SWPPP prepared for the site, and explains the site features addressed and the BMPs incorporated in the SWPPP at the pre-construction meeting with Tenant.

Telephone/Cable TV

Two (2) four inch (4") conduits with pull strings from telephone company facilities to a four foot (4') x eight foot (8') backboard in the mechanical/electrical room or Tenant's telephone room, the exact location of which to be determined by Tenant in connection with Tenant's review and approval of Landlord's Plans. In addition, Landlord is

to provide cable TV service to Demised Premises if Tenant so desires. Landlord is to provide a 1 ½" conduit from roof to Tenant's designated equipment room. Location of roof penetration as designated by Tenant and located on Tenant's fixture plan.

Landlord shall also install all piping, conduits, conductors, hydrants, valves, meters, required backflow preventers, electric transformers, check boxes and the like necessary for the above-referenced utilities required to deliver them into the Demised Premises. Landlord's foregoing obligations in this Section and any and all impact fees, tap-in fees, hook-up fees, connection fees relating to the Demised Premises and the rest of the Development shall be at Landlord's sole cost and expense; provided, however, that Tenant shall pay all usage charges and/or deposits for such utilities, with the exception of temporary utilities. Tenant shall assume responsibility for utilities on the Tender Date. In addition, utilities which do not exclusively serve the Demised Premises shall not be permitted to run through any portion of the Demised Premises (or under the floor, in the walls or above the ceiling of the Demised Premises).

Upon completion of Landlord's Work with respect to extending utilities as aforesaid, Landlord shall have its work inspected by the appropriate Building Code enforcement officials and when delivering the Building Shell to Tenant shall deliver to Tenant copies of Building Code administration inspection tags approving such work.

g. HVAC System. Landlord shall furnish and install a heating, ventilation and air conditioning system in compliance with the following requirements, subject to final engineered design and approval for the Demised Premises:

i. Landlord shall furnish and install HVAC equipment based on the range of one ton of air conditioning per three hundred (300) square feet of area in the Demised Premises. The number of HVAC units shall be determined by Tenant subject to final design. The HVAC equipment shall be designed to cope with large volumes of fresh air, and to maintain depressed moisture conditions as detailed below. Approved manufacturers for main sales floor area shall be Munters or CES. Other miscellaneous units shall be manufactured by York, Carrier, Trane, or Lennox, or specifically approved alternate as specified by Tenant. Complete installation of all required HVAC units to include necessary natural gas piping for heating plus electrical conduit, wire and disconnects for full service operation of equipment.

ii. Landlord shall furnish and install a separate roof top cooling and heating unit for the entrance vestibule as specified by Landlord's HVAC mechanical engineer and approved by Tenant.

iii. Landlord provided rooftop HVAC units to include manufacturer supplied hail guards to protect all exposed condensers. Orientation of rooftop units to be approved by Tenant.

iv. Tenant shall be provided with the proper air-conditioning equipment, controls and installation to maintain maximum conditions of 74 degrees Fahrenheit dry bulb, and 61 degrees Fahrenheit wet bulb (53 degree Fahrenheit dew point) within the Demised Premises during all hours. During the winter months, the temperature shall be maintained at 72 degrees Fahrenheit.

v. The foregoing air-conditioning and heating equipment sizing shall be based on air-conditioning load calculations as outlined in the latest ASHRAE Handbook - Fundamentals. Air-conditioning and heating load calculations shall be submitted to Tenant for its review and approval during Tenant's approval of Landlord's Plans.

vi. The foregoing air-conditioning loads shall include external heat gains through the roof, exterior walls, glass, and outside air and internal heat gains from people, lights, motors, and heat-producing equipment. A portion of the heat removed by the refrigerated display equipment in the store must be subtracted from the gross air-conditioning loads. Heating calculations shall include heat losses through the walls, roofs, glass and outside air, and shall include the store's refrigeration cooling load.

vii. The heat load calculations for the foregoing air-conditioning and heating equipment shall be based on one (1) percent summer design dry-bulb and mean coincident wet-bulb temperatures, as shown in the latest ASHRAE Handbook - Fundamentals, Chapter 24. The heating calculations shall be based on the 99 percent design dry-bulb.

viii. Due to the large amount of sensible heat removed by the refrigerated display cases, the air-conditioning sensible heat ratio will decrease sharply (increased percent latent load) and thus may require some means of humidity control (reheat or chemical desiccant). Dehumidification will be required when the relative humidity is expected to be above 50%.

ix. Dehumidification shall be based on the application of desiccant technology or air-conditioning compressors, with reheat as necessary derived from the HVAC and/or refrigeration compressor discharge gas via reclaim coils located downstream of the evaporator coils. If desiccant type dehumidifiers are used, the desiccant material shall be reactivated utilizing its own compressor heat rejection in areas with several refrigerated cases.

x. Return air shall be routed from the sales area via a plenum system located behind the multi-deck refrigeration cases as approved by Tenant.

xi. Minimum Energy Efficiency Ratios (EERs) for all rooftop units shall be 12, integrated Part Load Value – IPLV of 11. The maximum compressor(s) KW input per ton of cooling for the sales area unit shall be 1.3.

xii. All HVAC air distribution within the Demised Premises shall be constructed and installed by Tenant at Tenant's expense.

xiii. Filters in all HVAC units shall be a minimum of four (4") inches thick. Specification to be Camfil Farr UL Class 1 30/30 or equivalent. Substitutions to be reasonably approved by Tenant.

xiv. Landlord shall provide factory installed controllers on all HVAC systems that are consistent with Tenant's control system as reasonably specified by Tenant as part of the approval process for Landlord's Plans set forth herein. No substitutions will be allowed.

xv. Tenant shall secure the services of an independent test and balance firm to test all HVAC systems and balance distribution. Landlord shall be responsible for corrections made as a result of Test and Balance inspection for items installed by Landlord. Landlord will have no more than ten (10) business days after issuance of report to complete corrections to Tenant's satisfaction. In the event, Landlord does not correct all items as defined by inspection, Tenant shall have the right to engage its own mechanical contractor to complete all corrections and/or modifications and Landlord shall reimburse Tenant the actual out of pocket cost of such work.

xvi. Landlord shall work closely with Tenant's mechanical engineer to ensure design is per specifications as indicated above. Tenant reserves the right to audit Landlord's design with Tenant's consultant, and Landlord will accommodate changes as required to be consistent with Tenant's criteria and those to be considered to grocery store industry standards.

xvii. Landlord shall secure the services of a certified cleaning and sanitation company to fully clean chiller, condensers, and all HVAC equipment and replace filters prior to delivery of the Building Shell to Tenant. Landlord to provide Tenant with a certificate of completion for the above services.

xviii. In addition, the Demised Premises and associated parking and mechanical rooms shall be designed with the following criteria:

A. Mechanical room to accommodate one (1) intake louver and one (1) exhaust louver, each equal to one (1) square foot for every three hundred thirty (330) square feet of Rentable Area in the Demised Premises. Louvers to be installed by Landlord a minimum of fifteen (15) feet apart.

B. Landlord to furnish and install a sixty (60) square foot exterior wall opening and louver for refrigeration rack outdoor air intake ventilation, located in compliance with the Building Code. Landlord to furnish and install a sixty (60) square foot (minimum) exterior wall opening and louver for refrigeration rack room exhaust air, located in compliance with the Building Code.

C. If loading dock is an enclosed space then Landlord to furnish and install a loading dock area exhaust system that provides exhaust at Building Code required CFM/SF with CO detection.

D. To the extent required by the City of Chicago, Landlord to furnish and install a Building Code compliant smoke evacuation system to adequately remove smoke from the Demised Premises. The location and size of the components of these systems must be coordinated with Tenant.

h. Fire Alarm System. Landlord shall design and provide a fire alarm system for the Development if so required by the Building Code. System shall be designed to meet the requirements of the Building Code. Landlord will provide a fire alarm system which satisfies a "Building Shell" condition with provision for expansion for additional Tenant devices to be added by Tenant as part of Tenant's Work. Any subsequent modifications required to accommodate Tenant's interior floor fixture plan will be by Tenant. Tenant's fire alarm system for the Demised Premises shall be tied into the Development fire panel with all of the communication requirements, and shall be in accordance with Tenant's underwriter's requirements

4.4 Common Area. Landlord, at its sole cost and expense, shall be responsible for construction of the improvements for the site and all Common Area as shown on the PDP (including, without limitation, the parking areas, entrances and access ways, all required utilities, lighting, directional signage, and landscaping), as shown in the Site Plan, and in compliance with the Building Code. Landlord shall coordinate the installation of any sidewalks, curbs and landscaping within twenty feet (20') of the Demised Premises with Tenant's general contractor to ensure that they are not damaged during the course of Tenant's construction. Such Common Area improvements shall be substantially completed and available for use by Tenant and Tenant's Invitees no later than two (2) months prior to Tenant's scheduled opening for business.

All Common Area and parking construction shall be as specified below.

a. Surface Parking Areas.

i. Pavement is to consist of an asphalt finish pavement or concrete on compacted base to meet a minimum Pavement Traffic Index of (a) five (5) in all parking areas and traffic aisles, and (b) six (6) in all truck delivery areas and their driveways. If concrete is used, all parking fields are to consist of a minimum of 5" of concrete at 3500 psi. and a minimum of 8" concrete at 4000 psi in all truck delivery areas, heavy equipment traffic areas and driveways. Location of heavy duty paving to be installed pursuant to the PDP. Parking stalls shall be a minimum of 9' x 18' except as dictated by the PDP or accessibility standards. Striping is to be heavy duty DOT specification durable white only, unless otherwise approved in writing by Tenant.

ii. Parking layout to be as shown on the PDP. Alterations to this layout must be approved in writing by Tenant.

iii. The grading of the surface parking lot shall have a minimum slope of 1% and a maximum slope of 3%, or as otherwise approved by Tenant in writing. Landlord should strive to achieve a uniform slope of 2%. Grades other than those specified require prior written approval by Tenant. Grades within accessible paths and designated parking spaces shall not exceed 2% or as defined by ADAAG and/or the Building Code.

iv. Tenant reserves the right to have specified and reserved parking stalls designated for vanpool, alternate fuel vehicles and similar concepts that are in alignment with the green mission of Tenant.

v. In addition, Landlord will provide conduit to two specified parking stalls as directed by Tenant in connection with Tenant's review and approval of Landlord's Plans for future installation of electrical boxes to be utilized for charging outlets for electrical cars.

vi. The main entrance driveway shall be designed as shown on the Design Development Plan. The minimum width of the driveway to service Tenant's trucks and customer parking access shall be 30' with proper radius to accommodate trucks with a 53' trailer and an overall length of 75'. Landlord to provide concrete aprons at all driveway entrances into and exits from the site.

vii. Tenant reserves the right to install additional directional and specialty signage in the Development, subject to Landlord's reasonable approval and restrictions contained in the PDP.

viii. Both Tenant and Landlord acknowledge that Tenant will have a trailer in the parking area during the course of Tenant's Work. Tenant agrees to move the trailer twice during the construction sequence when Landlord is working on the parking area in order that Landlord may timely and properly perform its paving work.

ix. All drive areas, Common Area and parking areas to conform to the Building Code and any governing authorities requirements of the Development.

x. In the event traffic control devices are required by local governing authorities or as a result of traffic studies, they will be designed and installed at Landlord's sole cost and expense, and reasonably approved by Tenant.

b. Landlord's Lighting. Landlord shall install all exterior lighting in the Development. Lighting shall be installed per the following specifications and requirements:

i. Lighting shall comply with all applicable Building Code requirements and shall provide the exterior areas illumination no less than an average maintained of five (5) foot-candles measured at ground level equal distance between poles; utilizing fixtures as specified by Tenant and approved by Landlord. The lighting levels in Tenant's loading area, back of Building,

driveways, side access ways, etc. may exceed the levels specified by the Building Code, and Tenant agrees to cooperate with Landlord to achieve an appropriate amount of lighting in critical areas of the parking lot and loading areas. Landlord shall provide a photometric light study to Tenant for approval within two (2) months following Lease execution. Fixtures are to be energy efficient and meet all Building Code standards and Energy Star requirements. Height of site light poles to be at least 30' high or the highest height allowable per the Building Code, subject to any restrictions imposed by the PDP. Landlord shall wire exterior parking lot lighting so that each pole is reduced to 50% between 11 pm and dawn.

ii. Site lighting fixtures shall be pulse start metal halide with a vertical lamp position. For calculation purposes with metal halide a maintenance factor of .65 shall be used.

iii. Where applicable, front of Building to be illuminated in a manner that is integrated with the street lighting and overall lighting concept for the Development, and subject to any restrictions imposed by the PDP. Flood lights as specified by Tenant in connection with Tenant's review and approval of Landlord's Plans and approved by Landlord are to be installed on each light pole directly adjacent to the front of the Building. Size and exact location of flood lights to be determined by Tenant in connection with Tenant's review and approval of Landlord's Plans. Building illumination shall be directed such that no light projects beyond the edge of the Building.

c. Landscaping and Irrigation. Landlord shall be responsible for design and installation of landscaping and irrigation as required by the Building Code and/or any architectural review board (or other governing authority) with jurisdiction. Landlord shall work diligently to design landscaping in such a manner that native landscape species and materials are utilized and low maintenance trees and shrubs are utilized as much as possible. All landscaping shall be irrigated.

d. General Site Requirements. Landlord shall be responsible for design and installation of the following site related items.

i. Sidewalks and/or pathways to and from all public transportation systems to encourage pedestrian traffic. Sidewalks to be landscaped consistent with the remainder of the site landscaping and properly lighted to create safe pedestrian environment.

ii. Bicycle racks to accommodate bicycle parking. Racks to be as specified by Tenant and/or local jurisdiction at locations as directed by Tenant in connection with Tenant's review and approval of Landlord's Plans. Typical installation will include two per entry to the Demised Premises and one at side or rear elevation for team member use.

e. Self Help Right. If Landlord fails to substantially complete any Common Area improvements by the date that is two (2) months prior to Tenant's scheduled

opening for business (or if Landlord fails to commence the installation of such improvements so as to permit them to be substantially completed by such date), then Tenant shall have the immediate right (without the application of any grace period) to complete any of such improvements on Landlord's behalf and at Landlord's expense (which shall be due and payable by Landlord to Tenant within one (1) month after Landlord's receipt of Tenant's statement therefor detailing Tenant's actual out of pocket costs and shall accrue interest at the Interest Rate specified in Section 10.6 of the Lease, from the date due until the date on which payment is received by Tenant). If Landlord fails to pay any such amount within the aforesaid time period, Tenant shall have the right to deduct same from the rent payments due under the Lease until full payment has been made.

4.5 Access, Schedule, Storage and Staging Area.

a. Access. Landlord shall provide and maintain throughout the course of Tenant's construction, a minimum twenty-four (24) foot wide "all weather" access from public street or roads to designated Staging Area (as defined below), and provide a twenty-four (24) foot wide "all weather" construction surface five (5) feet from the Building footprint, around the Demised Premises. It is expressly understood that the site work to be substantially completed by Landlord and the City of Chicago at the time of completion of the Building Shell shall be sufficient as to permit Tenant to have access to the Demised Premises to perform its work unhindered. This shall consist of: a binder course of asphalt in the parking area and loading dock area as will allow Tenant's contractors' trucks to enter the Development and park their vehicles by the Demised Premises; concrete sidewalk in front of the Demised Premises; and erection of the loading dock and the loading dock ramp.

b. Schedule.

i. Landlord shall prepare and deliver to Tenant within ninety (90) days after the signing of the Lease a preliminary construction schedule (the "Preliminary Master Schedule") setting forth the projected start and completion dates of milestone events for planning, design, installation and construction element activities adjacent to the Demised Premises or having an effect on the construction on the Demised Premises or operation of Tenant's business in the Demised Premises so that Tenant can create a project site on USGlobalNet (Tenant's document storage and management database) for this project. Such project site on USGlobalNet shall act as a document host for the respective architects, engineers and contractors of Landlord and Tenant. Landlord shall update the Preliminary Master Schedule not less frequently than every three months until Landlord issues the Final Master Schedule (defined below).

ii. Not later than ninety (90) days prior to the scheduled start of site work in the Development, Landlord shall deliver to Tenant a final construction schedule (the "Final Master Schedule") setting forth the projected start and completion dates of milestone events for planning, design, installation and construction element activities adjacent to the Demised Premises or having an effect on the construction on the Demised Premises or operation of Tenant's business in the Demised Premises. The Final Master

Schedule shall be subject to Tenant's reasonable approval. Following Tenant's initial approval of the Final Master Schedule, Landlord may make changes to the Final Master Schedule as reasonably required to reflect updates in Landlord's planning, design, installation and construction activities. The Final Master Schedule is to be kept current throughout the performance of Landlord's Work, and revised copies are to be sent to Tenant and Tenant's architect no less frequently than monthly. Landlord and Tenant shall each use all reasonable efforts to comply with the Final Master Schedule. Landlord will provide Tenant with monthly updates on construction progress during construction of the Development. Landlord shall be responsible for digital progress photos of areas of construction as agreed upon by both parties. Photographs shall be sent to Tenant at a minimum of monthly. Landlord and Tenant shall agree on location and quantity of photographs to be taken.

c. Storage and Staging Area. Landlord shall provide and maintain throughout Tenant's construction, a minimum of 10,000 square feet of all weather access (e.g., gravel or other weather resistant surface) adjacent to the Demised Premises for use by Tenant and its contractors as a storage and staging area during the performance of Tenant's Work in the location shown on the Site Plan (such area being hereinafter identified as the "Staging Area"). Landlord, at Landlord's sole cost and expense, shall prepare the Staging Area to allow site drainage, on-grade storage and immediate access to and from the Demised Premises. Tenant and its contractors shall have twenty-four (24) hour access to the Staging Area and the right to secure all or part of the Staging Area. Tenant's and its contractors' equipment, construction trailers, trash dumpsters, storage containers and the like may be stored within the Staging Area until Tenant's Work is completed. Landlord shall be responsible for maintaining the Staging Area during the entire duration of Tenant's Work. Tenant acknowledges that Landlord's general contractor will be responsible for coordination of location of the Staging Area and ingress and egress for building materials and store equipment until such time all paving and loading dock are substantially complete and operational. All items above are required as a condition to the Landlord Work Completion Date.

4.6 Acceptance of Building Shell. Landlord shall provide Tenant with the Final Landlord Work Completion Date Notice as required by the Lease. Immediately upon the actual completion (subject only to minor punch list items that that do not affect Tenant's Work) of the Building Shell as required hereunder, (i) Landlord shall notify Tenant that the Building Shell is completed (subject only to minor punch list items that that do not affect Tenant's Work) and ready for the construction of Tenant's leasehold improvements therein, (ii) Landlord shall deliver to Tenant certificates from Landlord's architect and Landlord's engineer and general contractor certifying to Tenant that Landlord's Work has been constructed in accordance with Landlord's Plans and the Building Code, and (iii) Landlord shall deliver to Tenant the warranties and guaranties referenced in Section 6.3 of the Lease. Tenant shall then have the right to observe and/or inspect the Building Shell to verify that the Building Shell has been completed (subject only to minor punch list items that that do not affect Tenant's Work) in accordance with the approved Landlord's Plans. Upon completion of said inspection, Tenant shall in writing either inform Landlord that Tenant is accepting the Building Shell or specify any items that must be completed and/or corrected by Landlord before Tenant will accept the Building Shell. If the Building Shell is not accepted by Tenant, Landlord shall promptly and diligently prosecute the

completion and/or correction of the items specified by Tenant and shall notify Tenant immediately upon the completion or correction of such items. Tenant shall then have the right to observe and/or inspect the Building Shell to verify that the Building Shell has been properly completed (and if the Building Shell is still not so completed, the right to specify remaining defects and, in each instance where defects are specified, the further right to inspect the Building Shell to verify the correction of said defects prior to Tenant's acceptance of the Building Shell). If the Building Shell has been properly completed, Tenant shall, promptly after its final inspection of the Building Shell, inform Landlord in writing of Tenant's acceptance of the Building Shell. Upon acceptance of the Building Shell by Tenant, (i) Landlord shall deliver possession of the Demised Premises to Tenant for the purpose stated in Section 1.2 hereof, and (ii) Landlord, its contractor and subcontractors (other than personnel who may be designated, with Tenant's approval, to correct minor construction deficiencies and whose work shall not interfere with Tenant's contractor(s)) shall vacate the Demised Premises so Tenant's Work can commence. Tenant shall be responsible for the costs of the first inspection made by Tenant pursuant to this Section 4.6. Landlord shall be responsible for the costs associated with any subsequent third party inspections required to insure conformity to the requirements of this Exhibit E (including any modifications to the requirements of this Exhibit E expressly approved by Tenant in accordance with Section 1.2.f. of this Exhibit E).

4.7 Incomplete or Nonconforming Work. If at any time after Tenant enters the Demised Premises for the purpose of commencing Tenant's Work therein, Tenant or its contractor shall discover (i) that there is a material variance in the condition or state of the work or of the Demised Premises from that represented by Landlord, its agents or contractors, or (ii) that Landlord's Work does not conform in any material respect to the requirements of this Exhibit E (including any modifications to the requirements of this Exhibit E expressly approved by Tenant in accordance with Section 1.2.f. of this Exhibit E), then in such event, unless Landlord shall, within five (5) business days after demand by Tenant, commence the work necessary to conform Landlord's Work to the requirements of this Exhibit E and thereafter diligently prosecute such work to its completion, Tenant shall have the immediate right (without the application of any further grace period), at Landlord's sole cost and expense, to correct, remedy or remove any condition or state of the Demised Premises at material variance with that represented by Landlord, correct any material nonconformity in Landlord's Work, and/or modify Tenant's Work to accommodate any such variance or nonconformity; and Tenant shall have the right to delay the Rent Commencement Date of the Lease for a period equal to the actual delay in Tenant's design and construction schedule due to any of the foregoing problems. Landlord shall reimburse Tenant all actual out of pocket costs and expenses incurred by Tenant in taking any of the foregoing actions or in performing any of Landlord's Work. Such reimbursement shall be due and payable by Landlord to Tenant within one (1) month after Landlord's receipt of Tenant's statement therefor detailing Tenant's actual out of pocket costs and shall bear interest at the Interest Rate specified in Section 10.6 of the Lease, from the date due until the date payment is received by Tenant. If Landlord fails to pay such amounts when due, then Tenant shall have the right to deduct same from the rent payments due under the Lease until full payment has been made.

4.8 Construction Observation and/or Inspection. Tenant's architect, consultants, and construction manager shall have the right to enter the Demised Premises during the performance of Landlord's Work to confirm that the Building Shell is being constructed in accordance with the approved Landlord's Plans and for the purpose of making engineering studies and reviewing

as built dimensions. Landlord's architect, consultants, and construction manager shall have the right to enter the Demised Premises during the performance of Tenant's Work to confirm that it is being performed in accordance with Tenant's Plans.

5. COST OF CONSTRUCTION.

5.1 Landlord's Costs. The costs of the following items (whether already incurred by Landlord or incurred after the date hereof) shall be the sole cost and expense of Landlord: (i) acquisition and preparation of land, (ii) any brokers' fees and commissions, (iii) Landlord's interim and permanent interest, loan fees and finder's fees (including without limitation service charges, financing points, title insurance premiums, escrow costs, legal fees and the like), (iv) Landlord's site plans, (v) surveys and geotechnical reports, (vi) the cost of meeting Landlord's obligations under this Exhibit E, (vii) the cost of eliminating, correcting or compensating for any variances of boundaries, site grades, utilities, easements, and the like as described in the final plans and specifications from those grades, boundaries, utilities, easements and the like actually existing on Tenant's start of construction, (viii) recording fees, (ix) work off the Demised Premises (including without limitation the cost of installing Landlord's landscaping and constructing the Common Area improvements), (x) Landlord's professional fees and expenses, and (xi) any other costs or charges associated with the Development, except for those for which Tenant is responsible under the express terms of the Lease.

5.2 Landlord's Payment. In addition to bearing the cost of meeting Landlord's obligations under this Exhibit E, Landlord shall bear the cost of Tenant's Work in the amount of \$32.50 per square foot of Rentable Area in the Demised Premises (the "Landlord's Allowance"). Payment of the Landlord's Allowance shall be disbursed in accordance with the provisions set forth below. Tenant shall be responsible for the cost of Tenant's Work to the extent it exceeds the Landlord's Allowance. Landlord's payment of the Landlord's Allowance shall be made by Landlord to Tenant in one (1) installments, as follows:

a. The Landlord's Allowance to be paid within one (1) month after the delivery to Landlord of (1) a certification from Tenant's architect that Tenant's Work has been completed in substantial compliance with Tenant's Plans, and unconditional releases or unconditional lien waivers from all parties who have furnished materials or services having a value in excess of \$5,000 or performed labor in connection with Tenant's Work having a value in excess of \$5,000.

b. If Landlord fails to object in writing to the deliveries made by Tenant pursuant to Section 5.2a above within two (2) weeks after Landlord's receipt thereof, Landlord shall be deemed to have accepted the same and may not thereafter interpose any objections to such deliveries as a basis for withholding the Landlord's Allowance. Further, to be effective, any objection by Landlord to the deliveries made by Tenant pursuant to Section 5.2a above must set forth in reasonable detail the basis for Landlord's objection. So long as Tenant has performed Tenant's Work in substantial compliance with Tenant's Plans, Landlord may not object to the deliveries made by Tenant pursuant to Section 5.2a above on the basis of the materials, methods and the like that Tenant may have used in the performance of Tenant's Work.

c. If Landlord fails to make timely payment to Tenant as required herein, Landlord shall be obligated to pay Tenant interest on any portion of its payment set forth herein (including interest accrued thereon) that is not paid when due at the Interest Rate specified in Section 10.6 of the Lease, from the date due until the date on which payment is received by Tenant. Further, if Landlord fails to make the payments set forth herein, or pay the required interest thereon, within forty-five (45) days after Landlord's receipt of Tenant's deliveries made pursuant to Section 5.2a above, Tenant shall have the right to deduct the amounts due from the rent payments due under the Lease until full payment has been made.

5.3 Tenant Input on Contractors. Tenant shall have the right to provide input as to the selection of the general contractor and shall have the reasonable right to approve the selected contractor. Tenant also shall have the right to provide input as to the selection of the sub-contractors and shall have the reasonable right to approve the selected sub-contractors.

6. TENANT REQUEST FOR FIELD CHANGES.

If Tenant requests any changes in Landlord's Plans after Landlord's Plans have been approved by Tenant and submitted by Landlord to the City for Plan Check Review, Landlord's architect shall, as soon as reasonably possible thereafter, prepare a proposed change estimate ("CE") which shall set forth the estimated Tenant Delay, if any, and the estimated cost of the changes, including construction costs, architectural fees, and related consultant's fees or costs, permits or other fees. Landlord's architectural fees, any related consultant fees or costs and permit or other fees shall be paid by Tenant to Landlord at the time Tenant approves the CE in writing. In addition, Tenant shall reimburse Landlord's actual hard construction costs for the work covered by a CE as follows: (i) 50% upon completion of the work; and (ii) 50% within twenty (20) days following the later to occur of (a) completion of the work covered by the CE, and (b) the date on which Landlord provides Tenant with reasonable documentation of the actual hard construction costs Landlord incurred in performing such work. Landlord shall have seven (7) days following Landlord's receipt of the CE form Landlord's architect to approve the same by notice in writing to Tenant (such approval not to be reasonably withheld or conditions). Tenant has seven (7) days after its receipt of Landlord's approval of the CE to approve the CE in writing. A proposed CE shall be effective any when approved in writing by both Landlord and Tenant. Landlord shall not be obligated to proceed with any work which would be affected by a proposed CE until it is approved by Tenant. In the event Tenant withdraws a CE request, the first two are at no charge. Thereafter, Tenant shall pay to Landlord all reasonable costs incurred by Landlord in preparing such request estimates.

7. LANDLORD'S INDEMNIFICATION.

Notwithstanding anything to the contrary, Landlord shall indemnify and hold Tenant harmless against all third party claims, liabilities, loss, cost or expense (including reasonable attorney's fees and costs of court) arising out of any defects in the Building Shell and the other improvements constructed by Landlord.

8. TENANT'S INDEMNIFICATION.

Notwithstanding anything to the contrary, Tenant shall indemnify and hold Landlord harmless against all third party claims, liabilities, loss, cost or expense (including reasonable attorney's fees and costs of court) arising out of any defects in the leasehold improvements and the other improvements constructed by Tenant.

9. SIGNAGE.

Landlord shall be responsible for providing and installing blocking for exterior building signs as directed by Tenant in locations approved by Tenant during Tenant's approval of Landlord's Plans. In addition, Landlord shall be responsible for installation of conduit to each exterior sign location for future wiring by Tenant. Landlord shall be responsible for construction of all pylon signs and/or monuments signs required by the PDP, including conduit and wiring for the same.

EXHIBIT F

TENANT'S FIXTURES AND EQUIPMENT

Floor Safe	Scale/Printers	Bread Slicers
Calculators	Scale Controllers for	Dough Dividers
Filing Cabinets	Scale/Printers	Dough Moulders
Desks	Wrapping Machines	Display Cases
Telephone Systems	Food Cutters	Pay Phones
Telephone Answering	Meat Saws	File Cabinets
Machines	Meat Slicers	Laminating Machines
Chairs	Meat Tenderizers	Compactors
Tables	Meat Choppers	Walk-in Freezers
Files	Custom Wood Fixtures	Compressors
Locks	Coolers	Neon Signs
Awnings	Walk-in Coolers	Hoods
Alarm System	Cooler Cases	All Kitchen Ovens &
Signs (Whole Foods Market	Marine Live Tanks	Cooking Equipment
letters)	Freezers	All Material Handling
Antique Case	Ice Machines	Equipment
Bulk Bins	Mechanical Systems	All Self-Serve Machines &
Carts	Machine Stands	Equipment
Pasta Drawers	Lowerator for Trays	Time Clocks
Shelving	Soup Kettles	Salad Bars
Department Signs	Coffee Makers	Safes
Coffee Grinders	Warmer Plates	Cappuccino Machines
Peanut Butter Machines	Marker Board	Rotisseries
Kitchen Compactors	Food Processors	Bulk Herbs Bins &
Pasta Machines	Sinks	Equipment
Juice Machines	Hot Plates	All "Special" Light
Ceiling Fans	3-Bar Tray Rails	Fixtures, i.e.: Track
Pallet Jacks	Cash Registers	Lights/Spotlights, etc.
Ovens	Vacuum Cleaners	Mirrors
Baling Presses	Produce Case Dividers	Balers
Stonemills	Landscape Boxes	Produce Tables
Honey Storage Tanks	Floor Racks	Flower Cases & Equipment
Check Stands	Cabinets	
Computer Systems	Hand Trucks	
Computer Printers	Dollies	
Computer Printer Stands	Mats	
Carts	Oven Proof Boxes	
Marking Trucks with	Mixers	
Shelves	Kneaders	
Stained Glass Panels	Sourdough Fermentation	
Murals	Tank	
Cheese Graters	Refrigerators	
Meat Slicers	Dough Sheeters	

EXHIBIT G

ESTIMATED LANDLORD WORK COMPLETION DATE NOTICE

[Letterhead of Landlord]

_____, 20__

[via Federal Express or other
recognized overnight delivery
service]

Whole Foods Market Group, Inc.
640 N. LaSalle Street, Suite 300
Chicago, Illinois 60654
Attention: Regional President

Re: Lease, dated August 30, 2013 (the "Lease"), between Englewood Square, LP, as landlord ("Landlord"), and Whole Foods Market Group, Inc., as tenant ("Tenant"), with respect to certain retail premises (the "Demised Premises") located in Englewood Square, Chicago, Illinois

Ladies and Gentlemen:

In accordance with the provisions of Section 5.2 of the Lease, Landlord hereby informs Tenant that the Estimated Landlord Work Completion Date is _____, 20__. This notice shall constitute the Estimated Landlord Work Completion Date Notice referred to in Section 5.2 of the Lease.

ENGLEWOOD SQUARE, LP

By: _____
Name: _____
Title: _____

EXHIBIT H

FINAL LANDLORD WORK COMPLETION DATE NOTICE

[Letterhead of Landlord]

_____, 20__

[via Federal Express or other
recognized overnight delivery
service]

Whole Foods Market Group, Inc.
640 N. LaSalle Street, Suite 300
Chicago, Illinois 60654
Attention: Regional President

Re: Lease, dated August 30, 2013 (the "Lease"), between Englewood Square, LP, as landlord ("Landlord"), and Whole Foods Market Group, Inc., as tenant ("Tenant"), with respect to certain retail premises (the "Demised Premises") located in Englewood Square, Chicago, Illinois

Ladies and Gentlemen:

In accordance with the provisions of Section 5.2 of the Lease, Landlord hereby informs Tenant that the Landlord Work Completion Date shall take place at 8:00 A.M. on _____, 20__. This notice shall constitute the Final Landlord Work Completion Date Notice referred to in Section 5.2 of the Lease.

Landlord hereby reminds Tenant that tender of the Demised Premises to Tenant shall not occur until Tenant notifies Landlord of the Possession Date pursuant to Section 5.2 of the Lease and that if Tenant wishes for tender to occur on the Landlord Work Completion Date, Tenant needs to so notify Landlord prior to the Landlord Work Completion Date.

ENGLEWOOD SQUARE, LP

By: _____
Name: _____
Title: _____

EXHIBIT I

LANDLORD WORK COMPLETION CERTIFICATION

[Letterhead of Landlord]

_____, 20__

[via Federal Express or other
recognized overnight delivery
service]

Whole Foods Market Group, Inc.
640 N. LaSalle Street, Suite 300
Chicago, Illinois 60654
Attention: Regional President

Re: Lease, dated August 30, 2013 (the "Lease"), between Englewood Square, LP, as landlord ("Landlord"), and Whole Foods Market Group, Inc., as tenant ("Tenant"), with respect to certain retail premises (the "Demised Premises") located in Englewood Square, Chicago, Illinois

Ladies and Gentlemen:

In accordance with the provisions of Section 5.2 of the Lease, Landlord hereby certifies to Tenant that, as of the date of this certification, all of the Landlord Work Completion Date Conditions (as defined in the Lease) have been satisfied, and that, as a result, the Landlord Work Completion Date (as such term is defined in the Lease) will be deemed to be _____, 20__. This notice shall constitute the Landlord Work Completion Certification referred to in Section 5.2 of the Lease.

ENGLEWOOD SQUARE, LP

By: _____
Name: _____
Title: _____

Accepted and Agreed:

WHOLE FOODS MARKET GROUP, INC.

By: _____
Name: _____
Title: _____

EXHIBIT J

PERMITTED TITLE EXCEPTIONS

[to be inserted via lease amendment upon approval]

EXHIBIT K

SUBORDINATION, NONDISTURBANCE AND ATTORNMENT AGREEMENT

(Chicago, Illinois – Englewood Square)

THIS AGREEMENT made as of the _____ day of _____, 20____, by and between _____, a _____ ("Mortgagee"), _____, a _____ ("Landlord"), and _____, a _____ ("Tenant").

WITNESSETH:

WHEREAS, Mortgagee has made or proposes to make a loan to Landlord in the face amount of _____ DOLLARS (\$_____), secured or to be secured by, among other things, a mortgage or deed of trust dated or to be dated _____ (the "Mortgage"), which Mortgage created or will create a first lien against the lands and premises described on Attachment A attached hereto and made a part hereof (the "Property"), and

WHEREAS, Landlord, as lessor, and Tenant, as lessee, have entered into a certain Lease dated as of _____ (the "Lease"), covering the Property (such leased area and any improvements located thereon being hereinafter referred to as the "Demised Premises").

NOW, THEREFORE, in consideration of the mutual covenants, conditions and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Subordination. Subject to the provisions of this Agreement, the Lease is subject and subordinate to the lien of the Mortgage and to the lien of all renewals, modifications, consolidations, and extensions thereof, and to the lien of each advance made or hereafter to be made thereunder.

2. Attornment. In the event of any foreclosure under the Mortgage, deed in lieu thereof or otherwise, and the resulting succession to the interests of Landlord by Mortgagee or by any purchaser of said interests through foreclosure sale pursuant to the Mortgage or deed in lieu thereof (which Mortgagee or purchaser shall hereinafter be referred to as the "Successor Landlord"), the Successor Landlord shall be bound to Tenant under the terms and conditions of the Lease, and Tenant shall attorn to and shall be bound to Successor Landlord under all of the terms and conditions in the Lease, for the balance of the term plus any extension or extensions thereof; said attornment to be effective and self-operative without the execution of any further instruments on the part of any of the parties hereto immediately upon Successor Landlord succeeding to the interest of the lessor under the Lease; provided, however, that Tenant shall be under no obligation to pay rent to Successor Landlord until Tenant receives written notice from Successor Landlord that it has succeeded to the interest of the lessor under the Lease. Any purchaser taking title to the Demised Premises by reason of foreclosure pursuant to the Mortgage, or deed in lieu thereof, shall take title subject to the provisions of this Agreement.

3. Non-Disturbance. In the event of any foreclosure under the Mortgage, deed in lieu thereof or other action thereunder, if Landlord shall not have declared a default which is then

continuing beyond the period allowed Tenant for cure under the Lease: (a) any Successor Landlord shall acquire and accept the Demised Premises subject to the Lease; (b) the Lease and the rights of Tenant thereunder shall not be affected or disturbed, but shall continue in full force and effect as a direct lease between the Successor Landlord and Tenant; (c) Tenant shall be entitled to lawful, quiet and peaceful possession and occupation of the Demised Premises and shall enjoy, subject to the provisions of the Lease, all of the rights therein granted without any hindrance, ejection, molestation or interference by any person; and (d) Tenant shall not be named as a party in any proceedings which may be instituted in connection with the Mortgage.

4. Liability. Upon Successor Landlord's succession to the interest of the lessor under the Lease, Tenant shall thereafter have the same remedies against Successor Landlord for breach of the Lease that Tenant might have had against Landlord if Successor Landlord had not succeeded to the interest of lessor including, without limitation, any rights of offset which may have then accrued under the Lease; provided, however, in no event shall Successor Landlord (a) be personally liable to Tenant for any damages arising against Landlord, or (b) be bound by any rent which Tenant might have paid to Landlord for more than the current month, or (c) be bound by any substantive amendment or modification of the Lease made after the date hereof without Mortgagee's consent (which consent shall not be unreasonably withheld or delayed).

5. Tenant's Fixtures. The Mortgage shall not cover, nor shall the lien thereof extend to Tenant's leasehold interest in the Lease or Tenant's Fixtures and Equipment (as defined in the Lease).

6. Restoration Proceeds. The holder of the Mortgage shall permit proceeds received by Tenant or Landlord from insurance, eminent domain, condemnation and the like and relating to the Demised Premises to be used as required by the provisions of the Lease.

7. Amendment. No amendment or modification of this Agreement shall be valid or binding unless in writing and signed by all of the parties hereto.

8. Notice. Whenever and wherever in this Agreement, the Lease, the Mortgage or in any proceedings involving the foreclosure or attempt to foreclose pursuant to the Mortgage, it shall be required or permitted that notice, request or demand be given or served by any party, such notice, request or demand shall be in writing and be deemed to have been given or served upon receipt or refusal of receipt after being mailed, postage prepaid, by certified, registered or express mail, return receipt requested, or when delivered in person and addressed as follows:

To Landlord:

With copies of all notices to:

To Tenant:

With copies of all notices to:

To Mortgagee:

or to such other addresses as may hereafter be designated by any party not less than thirty (30) days in advance by proper notice to the others.

9. Successors. This Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto.

10. Construction. This Agreement shall be construed without reference to titles of paragraphs, which titles are inserted for convenient reference only.

LANDLORD:

By: _____
Name: _____
Title: _____

TENANT:

By: _____
Name: _____
Title: _____

MORTGAGEE:

By: _____
Name: _____
Title: _____

STATE OF _____)
) ss.
COUNTY OF _____)

Before me, the undersigned, a Notary Public in and for said State, personally appeared _____, known to me and known by me to be the _____ of _____, a _____ and acknowledged the execution of the foregoing Subordination, Nondisturbance and Attornment Agreement for and on behalf of said _____.

Given under my hand and seal of office this ____ day of _____, 20__.

Notary Public

My commission expires:

Notary's Name (printed):

EXHIBIT L

PROHIBITED USES

1. Any movie theater, bowling alley, dance hall or discotheque;
2. Schools of any nature (including, without limitation any cooking school or cooking classes (except as such may be run by Tenant), beauty school, barber college, reading room, place of instruction, or any other operation serving primarily students or trainees rather than retail customers) in excess of 3,000 gross square feet, except school and/or training facilities in conformance with the Halsted Parkway Planned Development; provided, however, in no event shall any school otherwise permitted by the foregoing be allowed if the presence of such school in the Development would impair Tenant's ability to obtain and/or maintain a license to sell alcoholic beverages (including wine and beer) for on- or off-premises consumption from the Demised Premises.
3. Any church, synagogue or other religious facility.
4. Any gasoline or service station, automotive service or repair business.
5. Any facility for the sale, lease or rental of automobiles, trucks, motorcycles, recreational vehicles, boats or other vehicles.
6. Except for any use associated with the operation of a Whole Foods Market grocery store, any manufacturing facility.
7. Any retail operation in which more than twenty-five percent (25%) of the sales area of such operation is used for the display and/or sale of clothing or goods commonly referred to as close outs, manufacturer's overruns, or excess inventory or manufacturer's seconds or imperfect merchandise.
8. Any "second hand" store, used clothing or thrift store, pawn shop, salvation army type store, "surplus" store or liquidation outlet, excluding Goodwill, which is expressly permitted.
9. Any mortuary or funeral parlor.
10. Any coin operated laundry.
11. Any children's recreational, educational or day-care facility.
12. Any massage parlor (except that a therapeutic massage facility such as "Massage Envy" shall be allowed).
13. Any medical marijuana dispensary.
14. Any use inconsistent with the customary character of a first-class retail shopping center (such as, without limitation, any "head" shop, adult book shop or adult movie house, or tattoo or piercing parlor).
15. Any rental to others of residential real property.
16. Any private or commercial golf course, or country club.
17. Any massage parlor, hot tub facility, or suntan facility.
18. Any race track or other facility used for gambling.
19. Any store the principal business of which is the sale of alcoholic beverages for consumption off premises.