

**CIRCUIT COURT OF COOK COUNTY, ILLINOIS
MUNICIPAL DEPARTMENT, FIRST DISTRICT**

Loyola University of Chicago,

Plaintiff,

v.

Onward MSO, LLC and Unknown Occupants,

Defendants.

No. 2021 M1 701604

Courtroom 1505
Hon. Judge Robert Harris

13895416

PLAINTIFF’S FIRST AMENDED EVICTION COMPLAINT

Plaintiff, Loyola University of Chicago, by its attorneys at Sanford Kahn, LLP, complains against Defendants, Onward MSO, LLC and Unknown Occupants, as follows:

EXHIBITS

- Exhibit A: “Appendix A” Required by Ill. Sup. Ct. Order M.R. 30370.
- Exhibit B: Notice of Default Under Lease.
- Exhibit C: Original Lease.
- Exhibit D: First Amendment to Lease.
- Exhibit E: Second Amendment to Lease.

COUNT I
EVICTION ACTION BASED ON DEFENDANT’S FAILURE TO PAY RENT

1. Plaintiff is the lessor and landlord for the commercial premises located at the address commonly known as 6580 N. Sheridan Rd., Chicago, IL, 60626, as more fully described in Exhibits C, D, and E (“Premises”).
2. Defendant Onward MSO, LLC occupies or is otherwise in possession of the Premises.
3. Defendant’s occupancy of the Premises was pursuant to a written lease comprised of Exhibits C, D, and E.
4. Defendant’s monthly rent for the Premises is \$10,000.00.
5. Defendant failed to pay rent that accrued from September 1, 2019, through June 30,

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2021, and owes Plaintiff \$268,014.02 in unpaid rent through June 30, 2021.

6. Plaintiff is entitled to monthly rent accruing on and after July 1, 2021.

7. Plaintiff served Defendant a lease default notice dated April 13, 2021, affording Defendant 10 days to pay the then-outstanding balance due to Plaintiff. Ex. B.

8. Defendant did not pay the sum demanded in Ex. B.

9. Plaintiff is entitled to possession of the Premises.

10. Defendants unlawfully withhold possession of the Premises from Plaintiff.

11. Exhibits attached hereto as Exhibits A, B, C, D, and E are true and accurate copies and are hereby incorporated into this complaint.

WHEREFORE, Plaintiff respectfully requests that this Court:

- A. Enter an eviction order in Plaintiff’s favor against Defendants enforceable *instanter*;
- B. Enter a money judgment in Plaintiff’s favor against Defendants of \$268,014.02, plus an amount for all rent that accrues on and after July 1, 2021, through the enforcement stay-date in the eviction order pursuant to 735 ILCS 5/9-209;
- C. Award court costs, attorney’s fees, and legal expenses to Plaintiff against Defendants; and
- D. Grant such other and further relief as the Court deems just and equitable.

Respectfully submitted,
Loyola University of Chicago

By: /s/ Michael Griffin
One of Plaintiff’s Attorneys

Michael Griffin (ARDC No. 6317391)
Sanford Kahn, LLP (Firm No. 25167)
180 N. LaSalle St., Ste. 2025
Chicago, IL 60601
Tel.: 312-263-6778
michael@sanfordkahnllp.com
Attorney for Plaintiff

EXHIBIT A

EXHIBIT A

EXHIBIT A

APPENDIX A

IN THE CIRCUIT COURT OF Cook COUNTY

Loyola University of Chicago

Plaintiff(s)

v.

Onward MSO, LLC

Defendant(s)

Case No.

Plaintiff's Certification of Compliance with the Governor's Executive Order on Evictions

I, David Beall, hereby state as follows: (check all applicable box(es))

1. I am: [] The named plaintiff; or [X] An Agent of the named plaintiff.

2. The filing of this eviction case does not violate Executive Order 2020-72 issued by the Governor, and any subsequent Executive Order extending or reissuing Executive Order 2020-72 (together, the "Executive Order"), because: (a. or b. must apply)

a. One or more of the following applies:

[] The defendant(s) poses a direct threat to the health and safety of other tenants; and/or

[] The defendant(s) poses an immediate and severe risk to property; and/or

[X] The property at issue is non-residential;

OR

b. Prior to commencing the action:

[] The defendant(s) owes rent; and

[] I caused to be served each defendant with a form declaration made available by the Illinois Housing Development Authority (or a similar declaration under penalty of perjury) on ; and

[] I did not receive a qualifying declaration from any of the defendant(s) that they qualify as a "Covered Person" under the Executive Order before filing this action; or

~~[] I received a declaration but have a good faith belief it is not a valid declaration under the terms of the Executive Order and want to challenge it in Court.~~

I certify that everything in this certification is true and correct. I understand that making a false statement is perjury and has penalties provided by law under 735 ILCS 5/1-109.

Sworn:

Date 5/3/2021

David Beall

Plaintiff (or Agent) (spell name)

David Beall Plaintiff (or Agent) (signature)

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EXHIBIT B

EXHIBIT B

EXHIBIT B

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FILED DATE: 5/4/2021 8:43 AM 20211701604

NOTICE OF DEFAULT UNDER LEASE

STATE OF ILLINOIS)
)
COUNTY OF COOK)

April 13, 2021

BY UPS OVERNIGHT MAIL AND BY EMAIL

Onward MSO, LLC
c/o Area Wide Realty and Mortgage
1545 61st Court
Cicero, IL 60804
Attention: Michael Olszewski
msolszewsk@aol.com

BY UPS OVERNIGHT MAIL AND BY EMAIL

Andrew Kamensky
Kelley Kronenberg
10360 W. State Road 84
Davie, FL 33324
akamensky@kellykronenberg.com

**Re: Notice of Default
6850 N. Sheridan Road, Chicago, Illinois**

Michael and Andrew:

Onward MSO, LLC, an Illinois limited liability company (“Tenant”) and Loyola University of Chicago, an Illinois not for profit corporation (“Landlord”), are parties to that certain Lease having an Execution Date of March 22, 2017 and an Effective Date of March 31, 2017 (as such terms are defined in the Lease), as amended by the First Amendment to Lease dated as April 5, 2017 but effective as of March 31, 2017, and as further amended by the Second Amendment to Lease dated as of May 1, 2018 (collectively, the “Lease”). The Lease pertains to the premises located in the City of Chicago, County of Cook, State of Illinois, and commonly known as 6580 North Sheridan Road (as more particularly described in the Lease, the “Premises”).

Tenant is hereby notified that it is in default of its obligation to pay Base Rent pursuant to Sections 1.1K and 4.1 of the Lease for the months of November 2019 through March 2021, which Base Rent payment default totals, in aggregate, **One Hundred Sixty-Nine Thousand Eight Hundred Eighty-Nine and 84/100 Dollars (\$169,889.84)** (the “Base Rent Payment”).

Default Amount”). A credit of \$110.16 was provided against the January 2019 Monthly Base Rent of \$10,000 to account for a water bill reconciliation adjustment.

Tenant’s Base Rent obligations and payments are set forth in detail on the Lease Statement attached as Schedule 1 to this letter (“Schedule 1”).

Tenant’s failure to pay the Base Rent Payment Default Amount is not excused under Section 11.2 of the Lease, the Force Majeure provision in the Lease, which provides (emphasis added):

“Except for the payment of Rent, if either party shall be delayed or prevented from the performance of any act required under this Lease by reason of labor troubles of a third party, an act of God, inability to obtain materials, failure of power, riots or war (each, a “Force Majeure Event”), the period for the performance of any such act shall be extended for a period equivalent to the period of such delay...”

Landlord expressly reserves all rights to declare additional defaults under the Lease for amounts becoming due and payable under the Lease after the date of this notice.

Tenant is hereby notified that as a result of the default described above, Landlord has elected to terminate Tenant’s right of possession and occupancy of the Premises, unless such payment default is cured by Tenant’s payment to Landlord of **One Hundred Sixty-Nine Thousand Eight Hundred Eighty-Nine and 84/100 Dollars (\$169,889.84)** within ten (10) days of the date of this letter.

If no such cure is tendered, you are hereby notified that Tenant’s right to possession and occupancy of the Premises shall cease on April 30, 2021 and Tenant must vacate and deliver up possession and occupancy of the Premises to Landlord on such date in accordance with the Lease and applicable law. No further demand shall be necessary before bringing legal proceedings to recover possession.

Only FULL PAYMENT of all rental amounts demanded in this notice will waive the Landlord’s right to terminate the Tenant’s right of possession under the Lease.

This notice shall only terminate Tenant’s right of possession and occupancy under the Lease and shall not terminate the Lease. Tenant shall continue to remain responsible for payment of amounts due under the Lease.

[Signature Appears On Next Page]

[Signature Page to Notice of Default Under Lease to Onward MSO, LLC]

Dated this 13th day of April, 2021.

LOYOLA UNIVERSITY OF CHICAGO,
an Illinois not-for-profit corporation,
as Landlord

By: David Beall
David Beall
Associate V.P. for Business Operations

cc: Steve Holler
Irma Papabathini

CERTIFICATE OF SERVICE

I, David Beall, certify and state that on the 13th day of April, 2021, I served the attached Notice of Payment Defaults Under Lease on Onward MSO LLC, the Tenant named therein, as follows:

By sending a copy to Tenant via UPS overnight delivery to the following address:

Onward MSO, LLC
c/o Area Wide Realty and Mortgage
1545 61st Court
Cicero, IL 60804
Attention: Michael Olszewski

A copy was also sent to Tenant by email at msolszewski@aol.com

A copy was also sent to Tenant's attorney via UPS overnight delivery to the following address:

Andrew Kamensky
Kelley Kronenberg
10360 W. State Road 84
Davie, FL 33324

A copy was also sent to Tenant's attorney by email at akamensky@kellykronenberg.com

Under penalties as provided by law pursuant to Section 1-109 of the Code of Civil Procedure, the undersigned certifies that the statements set forth in this Certificate of Service are true and correct.

David Beall

Associate V.P. for Business Operations

LOYOLA UNIVERSITY OF CHICAGO
6330 N. Sheridan Road
Chicago, IL 60660
Telephone: (312) 508-2391
Facsimile: (312) 915-6208

EXHIBIT C

EXHIBIT C

EXHIBIT C

LEASE

Retail Spaces #A and #B, 6566-90 N. Sheridan Road, Chicago, Illinois

TENANT:

ONWARD MSO, LLC,
an Illinois limited liability company

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LEASE

THIS LEASE (“**Lease**”), made as of the Execution Date, by and between LOYOLA UNIVERSITY OF CHICAGO, an Illinois not-for-profit corporation (hereinafter referred to as “**Landlord**”), and ONWARD MSO, LLC, an Illinois limited liability company (hereinafter referred to as “**Tenant**”).

RECITALS

A. Prior to the Execution Date, Landlord and Albion Hotel, LLC, an Illinois limited liability company (the “**Hotel Owner**”), have cooperated in the development of a six-story, multi-use building (the “**Building**”) on the real property legally described as

LOTS 1, 2 AND 3 IN HORACE A. GOODRICH'S SUBDIVISION OF BLOCK 9 IN THE NORTH SHORE BOULEVARD SUBDIVISION, BEING A SUBDIVISION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 (EXCEPT THE SOUTH 30 ACRES THEREOF) OF SECTION 32, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, AS SHOWN ON THE PLAT OF SAID GOODRICH'S SUBDIVISION RECORDED MARCH 13, 1891 AS DOCUMENT NUMBER 1432972 (the “**Original Property**”)

and commonly known as 6566-90 N. Sheridan Road/1209 W. Albion Avenue, Chicago, Illinois.

B. Prior to constructing the Building, and in order to facilitate the separate ownership and operation of the portions of the Building to be owned by Landlord and the Hotel Owner, respectively, Landlord and the Hotel Owner arranged for a vertical subdivision of the Original Property into the four parcels legally described on **Exhibit A** to this Lease.

C. For purposes of this Lease: (i) Loyola Parcel 1 on **Exhibit A**, together with all Landlord-owned improvements thereon, is referred to herein as the “**Loyola Land Parcel;**”); (ii) Loyola Parcel 2 on **Exhibit A**, together with all Landlord-owned improvements thereon, is referred to herein as the “**Loyola Retail Improvements,**” and such parcels are referred to herein collectively as the “**Loyola Property.**”

D. For purposes of this Lease, Hotel Parcel 1 and Hotel Parcel 2 on **Exhibit A**, together with all improvements thereon, are referred to herein collectively as the “**Hotel Property.**”

E. To facilitate the integrated operation of the Loyola Property and the Hotel Property, Landlord and the Hotel Owner have entered into that certain Declaration of Covenants, Conditions, and Restrictions and Reciprocal Easement Agreement dated as of September 22, 2015, and recorded in the Recorder’s Office of Cook County on September 24, 2015 as document no. 1526719120 (as the same may be amended in accordance with its terms, the “**Declaration**”). A copy of the Declaration, which, among other things, designates certain common areas and common improvements and imposes certain cost-sharing requirements and

use restrictions binding upon Landlord and the Hotel Owner (and each such party's successors and assigns, and each such party's tenants, licensees, and occupants) and running with the Loyola Property and the Hotel Property, has been provided to the Tenant. Excerpts of certain provisions from the Declaration material to the Tenant's rights and obligations under this Lease are attached to this Agreement as **Exhibit H**.

F. Pursuant to this Lease, the Landlord has agreed to and hereby leases to Tenant, and the Tenant has agreed to and hereby leases from the Landlord, the Premises (hereinafter defined), subject to the covenants and conditions set forth in this Lease.

NOW, THEREFORE, in consideration of the mutual undertakings included in this Lease, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

**ARTICLE I. BASIC LEASE PROVISIONS AND
ENUMERATION OF EXHIBITS AND RIDER**

Section 1.1 Basic Lease Provisions

1.1A Execution Date: March 22, 2017

1.1B Address of Landlord:

Loyola University of Chicago
820 N. Michigan Ave., Suite 1506
Chicago, Illinois 60611
Attention: Wayne Magdziarz

or such other address as may from time to time be designated by Landlord or Landlord's agent pursuant to the terms of this Lease, and with a copy to:

Loyola University of Chicago
Office of the General Counsel
820 N. Michigan Ave., Suite 750
Chicago, Illinois 60611
Attention: General Counsel

1.1C Address of Tenant:

2125 S. Laramie Avenue
Cicero, Illinois
Attention: Michael Olszewski

or such other address as may from time to time be designated by Tenant pursuant to the terms of this Lease, and with a copy to:

Hunton & Williams LLP
200 Park Avenue
New York, New York 10166-0091
Attention: Andrew Kamensky

1.1D Tenant's Trade Name: Onward

1.1E Leased Premises:

The premises to be leased to Tenant consists of that portion of the Loyola Retail Improvements designated as "Retail Space #A" and "Retail Space #B" on the site plan attached hereto as **Exhibit B** (the "Premises").

1.1F Area of the Premises:

The area of the Premises is approximately 5,135 square feet. The area of the Loyola Retail Improvements, including the Premises, is approximately 9,974 square feet.

1.1G Term; Renewal Options:

The term of this Lease (the "**Term**") shall commence on the Rent Commencement Date (as hereinafter defined) and end on the Expiration Date (as hereinafter defined) unless extended or sooner terminated as provided in this Lease. Tenant shall have two (2) options to extend the Term for five (5) years (each, a "**Renewal Option**", and the term of any Renewal Option, the "**Renewal Term**") upon the terms and conditions set forth herein and in Rider 101 which is attached to and made a part of this Lease.

1.1H Possession and Delivery Date:

Landlord shall deliver possession of the Premises to Tenant on the Effective Date. The Effective Date shall also be deemed the "**Delivery Date**" under this Lease. Landlord shall coordinate the performance of the remaining work to be performed by Landlord as described in **Exhibit E** and applicable to the Premises ("**Landlord's Work**") so as to not delay the performance of Tenant's Work (as hereinafter defined). Tenant covenants to proceed to prepare all necessary drawings, plans, and specifications and to submit all necessary applications to obtain its building permits for Tenants' Work within one hundred twenty (120) days of the Effective Date (as defined in Section 11.19).

1.1I Expiration Date:

Ten (10) years after the Rent Commencement Date, or, if the initial Term is extended, the last day of any then applicable Renewal Term.

1.1J Rent Commencement Date:

The earlier to occur of: (i) the date that Tenant opens for business to the public in the Premises; and (ii) two hundred forty (240) days after the Effective Date (even if the condition in (i) has not been satisfied). The Rent Commencement Date shall be the first day of the first Lease year.

1.1K Base Rent:

As further set forth in Section 2.3 hereof, Tenant agrees to pay Landlord as Base Rent for the Premises the following:

LEASE PERIOD	ANNUAL BASE RENT	MONTHLY BASE RENT
Year 1	\$0.00 (1 Year Abatement)	\$0.00
Years 2-10	\$120,000.00	\$10,000.00
Years 11-15 (1 st Renewal Term)	\$123,000.00	\$10,250.00
Years 16-20 (2 nd Renewal Term)	\$126,075.00	\$10,506.24

1.1L Additional Rent:

During the Term of this Lease, Tenant (a) shall not be required to pay any Common Area Costs (as defined in Section 5.3), and (b) shall pay Tenant's allocable share of Real Estate Taxes attributable to the Loyola Property, as provided in Sections 4.4 of this Lease. For purposes of certainty, Real Estate Taxes shall be paid commencing on the date that Tenant opens for business and during the first Lease year, during which Base Rent is abated. The payment of Real Estate Taxes and all other charges and contributions due and payable by Tenant to Landlord under this Lease are collectively referred to in this Lease as "**Additional Rent.**"

1.1M Permitted Use:

Tenant shall use and occupy the Premises solely for the operation of a sit-down restaurant providing breakfast, lunch, and dinner service, and including catering with beer, wine, and spirits and carry-out operations, and also including, if legally authorized by all required governmental authorities, the sale for on-premises, incidental consumption of beer, wine, and spirits, all as operated in accordance with the terms and conditions of this Lease, as further provided in Section 8.1B (the "**Permitted Use**"). Such Permitted Use shall also include the operation of an outdoor sidewalk cafe dining area, and the provision of food service and catering activities on the Hotel Property, as described more fully in Section 3.4 below.

Notwithstanding the above, Tenant's Permitted Use shall not include (a) a restaurant or food service establishment (a) which prepares, serves or sells de-boned chicken products where the tenant derives more than thirty percent (30%) of its annual gross sales from the sale of de-boned chicken products, or (b) where the tenant derives more than thirty percent (30%) of its annual gross sales from the sale of coffee or tea.

1.1N Time Allowed to Tenant for Completion of Tenant's Work:

Two Hundred Forty (240) days after the Effective Date.

1.1O Insurance Coverage Requirements:

Commercial general liability insurance; business automobile liability insurance; workers' compensation and employers liability insurance; business interruption insurance, commercial

property insurance (as to Tenant's fixtures, equipment and furnishings), and, if applicable, liquor liability insurance, all as further provided in Section 8.3B of this Lease.

1.1P Security Deposit:

Based on Tenant's payment of Tenant's Work at Tenant's expense, without any Landlord contribution, no security deposit shall be required.

1.1Q Hours of Operation:

Subject to Section 8.1B below, Tenant shall be open for business and continuously operate the business during the entire Term, as the same may be extended, on all business days.

After the Execution Date and prior to the Effective Date, Landlord and Tenant shall use commercially reasonable efforts to negotiate a modification to the Declaration with the Hotel Owner in order to permit Tenant's anticipated hours of operation, as set forth below, and such additional terms as may be mutually agreed to by Landlord, Tenant, and the Hotel Owner:

<u>Day</u>	<u>Closing Hours Under Declaration</u>	<u>Tenant's Anticipated Hours</u>
Sunday	1:00 a.m.	7:00 a.m. to 12:00 a.m. (midnight)
Monday	11:00 p.m.	7:00 a.m. to 12:00 a.m. (midnight)
Tuesday	11:00 p.m.	7:00 a.m. to 12:00 a.m. (midnight)
Wednesday	11:00 p.m.	7:00 a.m. to 12:00 a.m. (midnight)
Thursday	11:00 p.m.	2:00 a.m.
Friday	1:00 a.m.	2:00 a.m.
Saturday	1:00 a.m.	2:00 a.m.

Notwithstanding any such modification, after 10:00 p.m. on all days, in no event shall the noise level from the restaurant be at a level where it can be heard from the second floor (i.e., the lowest guest room floor) guest rooms of the hotel.

1.1R Guarantor:

[INTENTIONALLY DELETED]

Section 1.2 Enumeration of Exhibits and Rider.

The Recitals, and the Exhibits and the Rider enumerated in this Section and attached to this Lease, are incorporated herein by this reference and are to be construed as part of this Lease.

- Exhibit A:** Legal Description of Parcels
- Exhibit B:** Premises
- Exhibit C:** Tenant's Exterior Signs
- Exhibit D:** Description of Tenant's Work
- Exhibit E:** Description of Landlord's Work

- Exhibit F:** Rules and Regulations
- Exhibit G:** Confirmation of Lease Terms
- Exhibit H:** Declaration Excerpts
- Rider 101:** Option to Renew

ARTICLE II. PREMISES AND TERM

Section 2.1 Property.

Landlord and Hotel Owner shall have the right to change the Building dimensions, the number of floors in the Building, store dimensions, the residential/retail mix, Common Areas (as defined in Section 5.1) and the identity and type of other stores and tenancies, if any, provided only that the size and location of the Premises shall not be altered and reasonable access to the Premises shall not be denied.

Section 2.2 Premises.

Landlord hereby leases and demises to Tenant, and Tenant hereby leases from Landlord, subject to the terms and conditions of this Lease, the Premises.

Section 2.3 Commencement.

A. Tenant's obligations under this Lease shall begin upon the Effective Date, provided, however, that if Tenant elects to commence any of Tenant's Work or otherwise occupy or use the Premises prior to the Effective Date, then Tenant shall, as to such pre-Effective Date activities, be bound by all of its obligations under this Lease applicable to such work, occupancy, or use. Tenant shall complete Tenant's Work (as hereinafter defined) and commence operations in the Premises no later than the Rent Commencement Date. The payment of Base Rent shall commence on the Rent Commencement Date, subject to the one-year abatement of Base Rent during the first Lease year. The payment of Real Estate Taxes shall commence on the date that Tenant opens for business. The payment of Base Rent, Real Estate Taxes, and all other charges and contributions becoming due from Tenant to Landlord under this Lease are collectively referred to in this Lease as "**Rent.**"

B. Landlord and Tenant agree to, within ten (10) days after the Rent Commencement Date, execute the Confirmation of Lease Terms attached hereto as **Exhibit G**, pursuant to which Tenant shall acknowledge, inter alia, the actual Rent Commencement Date and the actual Expiration Date. Tenant's failure to execute the Confirmation of Lease Terms shall not affect the Rent Commencement Date or the Expiration Date, as same are determined by the terms of the Lease.

C. Tenant shall have the right, between the Execution Date and the Rent Commencement Date, to enter the Premises for the purpose of fixturing and otherwise preparing same for the conduct of Tenant's business therein. Any entry by Tenant on the Premises prior to the Rent Commencement Date shall be subject to all the terms, covenants, and conditions of this Lease, except, however, the covenants relating to payment of Base Rent and Real Estate Taxes, to the same extent as if the Term of the Lease had commenced. During such fixturing and other work performed by and/or for Tenant in or about the Premises, the Tenant, its agents, employees,

and contractors shall work in harmony with and subject to the reasonable schedule of Landlord, its agents, employees and contractors.

ARTICLE III. CONSTRUCTION BY LANDLORD AND TENANT

Section 3.1 Acceptance by Tenant.

Tenant accepts the Premises in its "AS IS" condition, except as to latent defects and conditions, unless otherwise specifically provided in this Lease. Tenant acknowledges that no representations respecting the condition of the Premises have been made by the Landlord, its agents or employees except as expressly set forth in this Lease. Tenant's acceptance of the Premises on the Delivery Date is acknowledgment by Tenant that Landlord's Work is substantially complete.

Section 3.2 Landlord's Work Prior to the Execution Date.

Except for the work described in **Exhibit E**, Landlord has substantially completed Landlord's Work prior to the Execution Date. As of the Execution Date, Landlord's Work and all structural portions of the Premises, and the exterior walls, plumbing, electrical and other mechanical systems serving the Premises, will meet and comply with all applicable Laws (as defined in Section 8.1.J) and be in good, workable and sanitary order, condition and repair, subject to the completion of any remaining Landlord's Work and Tenant's Work.

Section 3.3 Landlord's Changes, Alterations and Additions.

Landlord hereby reserves the right at any time to make changes, alterations, reductions and additions to the Loyola Property, including without limitation the right to construct improvements or structures that adjoin the Loyola Property. Landlord also reserves the right to construct other buildings or improvements on or adjacent to the Loyola Property from time to time, and to make alterations thereof or additions thereto. Landlord agrees to exercise its reasonable efforts to prevent the disturbance of Tenant's quiet enjoyment of the Premises in connection with any such changes, alterations, reductions, additions or construction herein permitted.

Section 3.4 Tenant's Work; Tenant Allowance; Alterations and Signage.

Except for Landlord's Work, all signage installation, work, improvements and alterations on the Premises (collectively, "**Tenant's Work**") shall be performed by Tenant at Tenant's sole cost and at an expense estimated to be in excess of One Million and No/100 Dollars, and in accordance with attached **Exhibit C** and **Exhibit D** and with plans and specifications, which shall meet the standards and requirements of Landlord, Landlord's general contractor, Landlord's lender, and Landlord's insurance company, and which shall be subject to Landlord's prior written approval. Landlord's approval shall be required for all of Tenant's Work, including, without limitation, the proposed design layout and signage, all necessary licenses, permits and other governmental approvals, all build-out, distribution of plumbing, electrical and HVAC and installation of drywall, floor, ceiling, air handling equipment, kitchen equipment, trade or other fixtures and all lighting. As part of Tenant's submittal of plans and specifications, Tenant shall provide Landlord with complete architectural drawings and design details of all proposed improvements, a sample board with samples of wall and floor coverings, photos of

fixtures and furniture, and a complete description of the proposed design layout and signage for Landlord's review. All exterior signage shall be subject to Landlord's prior written approval. Landlord shall approve or disapprove of Tenant's plans and specifications (with specific reasons and instructions as to any disapprovals) within fifteen (15) business days of Tenant's required submission to Landlord. All signage, other than the signage depicted in **Exhibit C**, to which Landlord consents, shall be subject to Landlord's prior written approval, which shall not be unreasonably withheld, conditioned, nor delayed, but which may be withheld, conditioned, or delayed if inconsistent with the requirements of the Declaration or any Laws (as defined in Section 8.1J).

Except for Tenant's Work, Tenant covenants, warrants and represents, at all times, that it shall not, without on each occasion obtaining the prior written consent of Landlord, make any alterations or additions, nor permit the making of any holes in the roof, walls, partitions, ceiling or floors, nor make any major changes, including renovations, to the interior of the Premises that would require a permit from the City of Chicago.

Tenant covenants, warrants and represents, at all times, that it shall not without on each occasion obtaining the prior written consent of Landlord, permit the painting or placing of any storefront or exterior signs, placards or other advertising media, awnings, aerials, antenna, or the like, and shall not attach interior signs, placards or other advertising media to the windows or locate the same in such manner as to materially obstruct the view of Tenant's store from within or without the Premises, and that it shall promptly remove any and all such items upon receipt of written notice from Landlord that Landlord, in its sole and absolute discretion, deems such items to be unacceptable. Under no circumstance shall Tenant install blade signage at any time during the Term of this Lease. Tenant shall submit proposed sign and awning designs and elevations, to Landlord for Landlord's reasonable review and approval prior to or upon the Effective Date hereof. Landlord's consent may be reasonably withheld, for example, if necessary to assure uniform and equitable signage among tenants within the Loyola Property or to comply with the Declaration. Tenant shall be entitled to install its pro rata share of the signage square footage permitted under applicable Laws with respect to the Loyola Property.

Tenant further covenants, warrants and represents, at all times, that it has and will maintain a valid license to use any third party trademark that appears on Tenant signage, and Tenant shall not use or display any trademark unless Tenant has a valid license to use or display such trademark from the lawful trademark owner. Tenant shall promptly remove any and all trademarks attached to or displayed upon the Premises if they are unlicensed, or upon receipt of written notice from Landlord that Landlord has received notice of any alleged infringement. Nothing in this Lease shall be construed as a consent on the part of Landlord to subject Landlord to any liability for infringement or otherwise under any Law. If Tenant fails to cause such a trademark to be removed within thirty (30) days after being notified thereof by Landlord, then, in addition to any other right or remedy of Landlord, Landlord may, but shall not be obligated to, remove the same by such means as are deemed appropriate by Landlord, in its sole and absolute discretion, and all costs and expenses, including reasonable attorneys' fees, incurred by Landlord shall be deemed to be Additional Rent and together with interest thereon at the Default Rate (hereinafter defined) shall be due and payable by Tenant to Landlord on the first day of the next following month.

Tenant covenants, warrants and represents, at all times, that it shall, at its expense, pay promptly when due the entire cost of any work in the Premises undertaken by Tenant (including but not limited to the Tenant's Work) so that the Premises shall at all times be free of liens for labor and materials; to procure all necessary licenses, permits or other governmental approvals before undertaking such work; to do all of such work in a good and workmanlike manner, employing materials of good quality; to perform such work only with contractors and plans previously approved in writing by Landlord to comply with all Laws; and to save Landlord and Landlord's affiliates, property manager, agents, employees, trustees, officers, and representatives and other tenants and occupants of the Building (collectively, "**Landlord's Indemnitees**") harmless and indemnified from all injury, loss, claims or damage to any person or property (including the cost of defending against the foregoing) occasioned by or growing out of such work.

Although such operations would not occur on the leased Premises, on and after the Rent Commencement Date, Tenant shall also have the right to both (a) seek permission from the City of Chicago to use the public way area immediately adjacent and to the north of the Premises and depicted on **Exhibit B** (the "**Sidewalk Cafe Area**") for outdoor seating for the Permitted Use, subject to applicable Laws, and (b) enter into agreements with the Hotel Owner to provide food service and catering services on the Hotel Property, including the sale of for consumption on the Hotel Property of beer, wine, and spirits (the "**Hotel Catering Operations**"). Tenant shall be responsible for obtaining the approval of any permits, licenses, and ordinances required for such Sidewalk Café Area operations and Tenant's use of such Sidewalk Cafe Area space shall be operated in such a manner as to not interfere with the operation of the remainder of the Loyola Property or the Hotel Property. Tenant shall also be responsible for obtaining the approval of any permits, licenses (including, if applicable, a separate caterer's liquor license) required for the Hotel Catering Operations and such operations shall be operated in such a manner as to not interfere with the remainder of the Loyola Property or the Hotel Property. Although the Sidewalk Café Area and the Hotel Catering Operations are not included in the leased Premises, such Tenant's operations in such areas shall be deemed a part of the "Premises" for purposes of Tenant's indemnification, insurance, maintenance and other operations-related obligations under this Lease, provided, however, that there shall be no additional Base Rent or Additional Rent payable under the Lease for the use of such Sidewalk Cafe Area or the Hotel Catering Operations (though, if such use causes Landlord to incur costs specific to such use, including, without limitation, maintenance or cleaning costs, such use will entitle Landlord to recover such costs from Tenant as Additional Rent).

Tenant covenants to diligently pursue all necessary permits, licenses, and other approvals necessary to open for business and comply with its obligations under this Lease. In the event that Tenant has not received all such permits, licenses, and other approvals by the date that is three hundred sixty (360) days after the Effective Date, Tenant shall have the right, exercisable by delivering written notice to Landlord no later than three hundred ninety (390) days after the Effective Date, to terminate this Lease. If Tenant elects to terminate the Lease, (a) all improvements and trade fixtures previously made by Tenant to the Premises shall become the property of Landlord upon such termination, and (b) Tenant shall have the right to remove its equipment and any personal property on the Premises by such termination date, after which time such equipment and personal property shall be deemed abandoned and shall become the property

of Landlord. The termination right in this paragraph shall not apply to Tenant's pursuing and obtaining any permits, licenses or other approvals related to the Hotel Catering Operations.

In addition to the termination right set forth above, if, after commencing operations at the Premises, a material governmental permit, license, or approval necessary for the operation of Tenant's business at the Premises (such as, for example, an occupancy permit, Consumption On Premises –Incidental Activity liquor license, or a grant of privilege for operation of outdoor dining in the Sidwalk Café Area, but excluding permits, licenses, or approval related to any food service and catering operations on the Hotel Property) is thereafter revoked, and such revocation is not proximately caused by the act or omission of the Tenant, then the following procedures shall apply: (i) Tenant shall give written notice to Landlord of such revocation; (ii) Landlord shall have ninety (90) days to assist Tenant in obtaining the revoked permit (or, such longer period as may be reasonably necessary if notice, hearing, or similar procedural requirements make it infeasible to obtain the revoked permit within ninety (90) days; (iii) if the revoked permit is obtained within the curative period described in clause (ii), the Lease shall continue; and (iv) if the revoked permit is not obtained within the curative period described in clause (ii) Tenant shall have the right, exercisable by delivering written notice to Landlord to terminate this Lease. If Tenant elects to terminate the Lease, the provisions in the last sentence of the above paragraph shall again apply. In no instance shall Tenant's termination of this Lease pursuant to this Section 3.4, or Landlord's termination of this Lease pursuant to any termination right granted hereunder, entitle Tenant to recover any damages for the cost of Tenant's Work or any other improvements made by Tenant. In no instance shall the Tenant be entitle to terminate this Lease if it is unable to enter into mutually acceptable agreements with the Hotel Owner relating to the proposed Hotel Catering Operations, or if such agreements are entered into and subsequently terminated.

Section 3.5 Mechanic's Liens.

Tenant covenants, warrants and represents, at all times, that it shall not allow any mechanic's or materialmen's or other lien to be filed or suffered against the Premises or the Loyola Property by reason of any work, labor, services or materials performed at or furnished to the Premises by Tenant, to Tenant, or to anyone holding the Premises through or under the Tenant. If any such lien shall at any time be filed, Tenant shall forthwith cause the same to be discharged of record by payment, bond, order of a court of competent jurisdiction, or otherwise, but Tenant shall have the right to contest any and all such liens, provided security satisfactory to Landlord is deposited with Landlord. If Tenant shall fail to cause such a lien to be discharged within thirty (30) days after being notified of the filing thereof and before judgment or sale thereunder, then, in addition to any other right or remedy of Landlord, Landlord may, but shall not be obligated to, discharge the same by paying the amount claimed to be due or by bonding or other proceedings deemed appropriate by Landlord, and the amount so paid by Landlord and/or all costs and expenses, including reasonable attorneys' fees, incurred by Landlord in procuring the discharge of such lien, shall be deemed to be Additional Rent and together with interest thereon at the Default Rate shall be due and payable by Tenant to Landlord on the first day of the following month. Nothing contained in this Lease shall be construed as a consent on the part of Landlord to subject Landlord's estate in the Premises to any lien or liability under any Laws governing mechanic's liens. Tenant shall secure, and shall furnish to Landlord at Landlord's request, waivers of lien from all persons performing work on or at the Premises.

Section 3.6 Tenant Maintenance and Repairs.

A. Tenant covenants, warrants and represents, at Tenant's sole cost and expense, that:

1. Tenant shall take good care of the Premises and the pipes, plumbing, glass, store-fronts, window cases, or window frames, doors and door frames, electric wiring, grease traps and all lines carrying grease, motors, engines, tanks, machinery, equipment, fixtures, appliances and appurtenances belonging thereto installed for the use of, or used in connection with, the Premises and shall, at Tenant's own expense, by licensed, bonded and insured contractors or mechanics make as and when needed all repairs in or about the Premises and in and to all such equipment, fixtures, appliances and appurtenances necessary to keep the same in good order and condition. All repairs made by Tenant shall be equal in quality and class to the original work.

2. Tenant shall make all repairs, alterations, additions or replacements to the Premises whether interior or exterior, required by any Law because of Tenant's use of the Premises including, without limitation, any and all repairs, alterations, additions or replacements required to be made pursuant to the Americans With Disabilities Act, as from time to time amended; to keep the Premises equipped with all safety appliances so required because of such use; to procure any license and permits required for any such use; and to comply with the orders and regulations of all governmental authorities. When used in this Lease, the term "**repairs**" shall include all replacements, renewals, alterations, additions and betterments.

B. It is understood and agreed that Landlord shall be under no obligation to make any repairs, alterations, renewals, replacements or improvements to and upon the Premises or the mechanical equipment exclusively serving the Premises at any time except as described in Section 3.9 below or as other expressly otherwise provided for in this Lease.

Section 3.7 Sprinklers.

If there now is or shall be installed in the Premises a "sprinkler system," and such system or any of its appliances shall be damaged or injured or not in proper working order by reason of any act or omission of the Tenant, Tenant's agents, servants, employees, licensees, subtenants, customers or visitors, the Tenant shall forthwith restore the same to good working condition at its own expense; and if Landlord's insurer or any bureau, department or official of the state or city government require that any changes, modifications, alterations or additional sprinkler heads or other equipment be made or supplied by reason of the Tenant's business, or the location of partitions, trade fixtures, or other contents, of the Premises, or for any other reason, or if any such changes, modifications, alterations, additional sprinkler heads or other equipment, become necessary to prevent the imposition of a penalty or charge against the full allowance for a sprinkler system in the fire insurance rate as fixed by Landlord's insurer, Tenant shall, at the Tenant's expense, promptly make and supply such changes, modifications, alterations, additional sprinkler head or other equipment. Tenant hereby releases Landlord and Landlord's agents and employees from, and waives any and all claims for damage to person or property sustained by Tenant or any members, owners, principals, directors, partners, officers, agents, suppliers, contractors, employees, servants, subtenants, sublessees, assignees, customers, invitees of Tenant

or similar parties or persons claiming through Tenant (collectively, “**Tenant Parties**” or by any occupant of the Building or the Premises relating to, resulting from or in any way deriving from the provision, maintenance, repair, effectiveness, scope, sufficiency, insufficiency or absence of a sprinkler system in the Premises.

Section 3.8 Work For Tenant by Landlord After the Execution Date.

Notwithstanding any other provision of this Lease, in the event of any equipment, maintenance or work which Landlord may install, construct or perform in the Premises on Tenant’s behalf after the Execution Date, the same shall be paid for by Tenant within fifteen (15) days after submission of a bill therefor at Landlord’s cost.

Section 3.9 Repairs by Landlord.

Landlord covenants at its expense to keep (or, where the responsibility of the Hotel Owner under the Declaration, to cause the Hotel Owner to keep) the exterior walls and structural members of the Premises and the Loyola Property, and all associated ceilings, roofs, building façade, HVAC (but only up to the point of connection in the Premises), plumbing (but only up to the point of connection in the Premises), electrical (but only up to the point of connection in the Premises), sewers (but only up to the point of connection in the Premises), foundations and the structural soundness of the concrete floors in good order, repair and condition, and to keep any exterior sidewalks, lighting, landscaping, parking lots (if any) and common areas located on the Loyola Property in first-class condition, unless any necessary work is required because of damage caused by any action, omission or negligence of Tenant or any Tenant Parties. Subject to submission and receipt of any applicable permits that may be required for the performance of such repairs, and any materials and equipment that may require ordering and delivery, Landlord shall use commercially reasonable efforts to commence any such repair within two (2) business days after written notice from Tenant that the same is necessary. If Landlord refuses or neglects to repair any portion of the Premises as required by this Lease resulting in a material and adverse impact on Tenant’s ability to conduct business at the Premises, Tenant, upon additional written notice to Landlord may, but shall not be obligated to, make such repairs without liability to Landlord for any loss or damage which may accrue to Landlord, by reason thereof, and upon completion thereof, Landlord shall pay Tenant within fifteen (15) days after submission of a bill therefor at Tenant’s cost. The foregoing self-help right is specific to repairs to the Premises and shall not be construed to permit Tenant to repair the Building’s systems or structures or systems or structures serving other tenants within the Loyola Property. The provisions of this paragraph shall not apply in the case of damage or destruction by fire or other casualty or a taking under the power of eminent domain, in which event the obligations of Landlord shall be controlled by Article IX. As used in this Section of this Lease and in **Exhibit F** to this Lease, the expression “exterior walls” shall not be deemed to include store front or store fronts, plate glass, window cases, or window frames, doors or door frames.

Section 3.10 Tenant’s Responsibility for Repairs and Effect of Failure.

A. All other repairs, replacements, or improvements to the Premises (including any authorized improvements to the Sidewalk Cafe Area), necessary to maintain the Premises in good condition and repair shall be the responsibility and sole cost of Tenant, including but not limited to equipment or trade fixtures pertaining to the Premises and pipes,

plumbing, glass, store fronts (including any replacement of glass windows due to accidental breakage or acts of vandalism and washing of interior and exterior windows), window cases, window frames, doors, door frames, electric wiring, motors, engines, tanks, machinery, fixtures, appliances and appurtenances belonging thereto installed for the use or used in connection with the Premises. If Tenant refuses or neglects to repair any portion of the Premises as required by this Lease and to the reasonable satisfaction of Landlord, Landlord, upon written notice to Tenant may, but shall not be obligated to, make such repairs without liability to Tenant for any loss or damage which may accrue to Tenant, its merchandise, fixtures or other property or to its business, by reason thereof, and upon completion thereof, Tenant shall promptly pay Landlord's costs thereof as Additional Rent. Tenant's refusal or neglect hereunder may be deemed, at Landlord's option, a Default (hereinafter defined).

B. Upon expiration of this Lease or termination of Tenant's right of possession hereunder, Tenant shall remove all trade fixtures and refurbish all or any portion of the interior of the Premises to the extent that the furnishings, furniture, flooring, walls, fixtures, equipment, and other appointments in the interior thereof shall be substantially in the same condition and appearance as of the Execution Date, reasonable wear and tear excepted. All personal property, furnishings, machinery and trade fixtures, equipment and improvements that Tenant installs in the Premises will remain the property of Tenant. Upon the expiration of this Lease, Tenant shall remove such property and such other items. Tenant will repair any damage to the Premises caused by such removal.

Section 3.11 Licensed, Union Contractors.

Tenant agrees that Tenant will employ only licensed, bonded, and insured contractors with respect to all alterations, additions, improvements, repairs and installation of fixtures or other equipment in, on or to the Premises made by Tenant or any Tenant Parties, and will only employ union contractors with respect to any such HVAC, plumbing, electrical, and framing work.

ARTICLE IV. METHOD OF RENT PAYMENT

Section 4.1 Rent; Late Charges.

A. Tenant shall, commencing on the Rent Commencement Date, pay an annual Base Rent ("**Base Rent**") to Landlord for the Premises payable in equal monthly installments as set forth in the rent schedule in Section 1.1K ("**Monthly Base Rent**"), in advance on the first day of the Term and on the first day of each calendar month thereafter of the Term, and one-thirtieth (1/30th) of the applicable monthly payment for fractions of a month if the Term begins on any day except the first day of a calendar month or ends on any day except the last day of a calendar month. Base Rent and Additional Rent (including, without limitation, Real Estate Taxes) (collectively, "**Rent**") shall be paid without demand and in lawful money of the United States to Landlord in accordance with the wire instructions included in the Rules and Regulations attached as **Exhibit F** to this Lease, or as otherwise designated from time to time by written notice from Landlord to Tenant. The payment of Rent hereunder is independent of each and every other covenant and agreement contained in this Lease, and Rent shall be paid without any setoff, abatement, counterclaim or deduction whatsoever, except as may be expressly provided in this Lease.

B. All past due Rent shall bear simple interest at ten percent (10%) per annum (the “**Default Rate**”) from the due date until paid by Tenant, unless a lesser rate is then the maximum rate permissible by Law with respect thereto, in which event said lesser rate shall be charged.

C. Notwithstanding anything to the contrary in this Lease, in order to cover the extra expense involved in handling delinquent payments, Tenant shall pay a late charge of Two Hundred Dollars (\$200.00) when any installment of Rent is paid more than ten (10) days after the applicable due date. It is understood that this charge is for extra expenses incurred by Landlord and shall not be deemed interest.

D. Landlord shall not be responsible or liable for any costs associated with the operation of Tenant’s business. After the Delivery Date, Tenant shall begin paying all costs associated with its use and occupancy of Premises, including but not limited to utilities (other than sewer and water, unless these are not separately metered and billed to the Tenant)), Real Estate Taxes, insurance, necessary licenses, permits, and any demolishing, remodeling or rebuilding.

E. All Additional Rent, as provided for or contemplated under this Lease, including but not limited to Additional Rent referenced in Articles III, IV, V, VI and VIII, shall be paid by Tenant to Landlord as provided in this Lease.

F. Unless otherwise agreed to in writing by Landlord, payments by Tenant under the Lease shall be applied to pay the oldest outstanding Rent due under this Lease, in this order: first, to pay interest on any past due Rent (whether Base Rent, Additional Rent, or other Rent); second, to pay any late payment charges payable pursuant to Section 4.1C above; and third, to pay the oldest outstanding principal amounts of any Base Rent, Additional Rent and other Rent past due, or currently due, under the Lease (applied, as between such categories of Rent, as the Landlord shall determine). For illustrative purposes, if Tenant sends Landlord a check for \$1,000 at a time when (i) interest on past due Base Rent totals \$50, (ii) late payment charges for delinquent Base Rent payments total \$200, (iii) past due Base Rent totals \$250, (iv) currently due (but not past due) Base Rent totals \$250, (v) past due Additional Rent totals \$200, and (vi) currently due (but not past due) Additional Rent totals \$200, then Landlord shall apply such \$1,000 to first pay the amounts in clauses (i), (ii), (iii) and (v), and then shall apply the remaining \$300 as payment against the amounts in clauses (iv) and (vi) as Landlord deems appropriate (whether full payment, or partial payment, as the case may be).

Section 4.2 Gross Sales. [INTENTIONALLY DELETED]

Section 4.3 Maintenance of Records and Examination. [INTENTIONALLY DELETED]

Section 4.4 Real Estate Taxes.

(a) During the Term, Tenant shall pay to Landlord as Additional Rent the Tenant's proportionate share of the real estate taxes pertaining to the Loyola Property and its occupancy of the Premises during the Term of this Lease and any renewal or extension thereof.

(b) For the purposes of this Lease, the term "**Real Estate Taxes**" shall include all real estate taxes and assessments, both general and special, water and sewer rents (except water meter charges and sewer rent based thereon) and other governmental impositions and charges of every kind and nature whatsoever which may be assessed against the tax parcels applicable to the Loyola Property or any part thereof (and, to the extent the Assessor should include any land value in the assessment for the tax parcels applicable to the Hotel Property, which includes no land, such additional land value), extraordinary as well as ordinary, foreseen and unforeseen, and each and every installment thereof which shall or may be levied, assessed, imposed, become due and payable out of or for, or liens upon, or arising in connection with, the use, occupancy or possession of the Loyola Property or any part thereof. If at any time the methods of taxation shall be altered so that in lieu of or as an addition to the whole or any part of the taxes now levied, assessed or imposed on the Loyola Property as such, there shall be levied, assessed or imposed (i) a tax on the rents received from the Loyola Property, or (ii) a license fee measured by the rents receivable by Landlord or any portion thereof, (iii) a tax or license fee imposed upon Landlord which is otherwise measured by or based in whole or in part upon the Loyola Property or any portion thereof or (iv) any other tax, fee, charge or payment in lieu of real estate taxes then the same shall be included in the computation as if the amount of such tax, fee, charge or payment so payable were that due if the Loyola Property were the only property of Landlord subject thereto.

(c) Presently, the Loyola Property is assessed under tax parcel numbers ("**PIN(s)**") 11-32-319-021-0000 and 11-32-319-022-0000 (the "**Loyola Property PINS**"). If the taxing authorities continue to assess real estate taxes against the Loyola Property under the Loyola Property PINs (as is anticipated to be the case) or assign other PIN(s) to the Loyola Property, and do not separately assess the Leased Premises and other tenant spaces in the Loyola Property and the appurtenant leasehold interests, Tenant's proportionate share of the Real Estate Taxes attributable to the Loyola Property PINs shall be the square footage of the Premises divided by the square footage of the taxable space in the Loyola Property (i.e., the first floor retail/commercial space), which as of the Execution Date is 5,135/9,974 (i.e., 51.48% or 0.5148, expressed as a decimal). Until such time as Tenant defaults in its payment of Base Rent or Real Estate Taxes, Tenant shall have the right to pay its proportionate share of Real Estate Taxes by paying to Landlord, no later than February 1st and July 1st of each calendar year (i.e., approximately thirty (30) days before the first and second installment tax bills are due), an amount equal to Tenant's proportionate share of the Real Estate Taxes attributable to the Loyola Property PINs, in two equal installments, subject to the limitations set forth in Section 4.4(j) below.

(d) If Tenant defaults in its payment obligation under Section 4.4(c) above, or in its payment of any Monthly Base Rent, Tenant shall thereafter pay to the Landlord monthly, as Additional Rent, an amount equal to one-twelfth (1/12th) of the amount of the Tenant's estimated tax liability for Real Estate Taxes for the current calendar year.

(e) Any amount paid by Tenant which exceeds the actual amount paid by Landlord during such year shall be credited to Tenant. If Tenant has paid less than the amount due, Tenant shall pay the difference within ten (10) business days of written notice from Landlord. If the Term shall begin or end other than on the first or last day of a calendar year, these charges shall be billed and adjusted on the basis of such fraction of a calendar year. Should the taxing authority include in such real estate taxes, machinery, equipment, fixtures, inventory or other personal property or assets of Tenant, then Tenant shall pay the entire real estate taxes for such items.

(f) Tenant's obligation to pay Real Estate Taxes under this Lease shall commence on the date that Tenant opens for business. Commencing on such date, Tenant agrees to initially pay to the Landlord, as Additional Rent, the amount determined pursuant to Section 4.4(j) below, pro rate for any partial calendar year, as its payment of the first year's real estate taxes (i.e., the real estate taxes that the Landlord pays during the calendar year in which such opening date falls, and notwithstanding that such tax years may, for Cook County tax purposes, be deemed to be the taxes for prior year, e.g., the 2016 taxes, due and payable in 2017, and may already have been paid with respect to the calendar year in which Tenant opens for business). For each year thereafter, Tenant shall pay Landlord as Additional Rent the amount due pursuant to Section 4.4(j) below.

(g) In the event that the Premises is subject to a separate P.I.N. or the taxing authorities otherwise assess and bill any real estate taxes related to Tenant's occupancy of the Premises during the Term directly to Tenant (which is presently anticipated to occur), Tenant shall pay all such real estate taxes on or before the due date. If Tenant refuses or neglects to pay any such real estate taxes related to Tenant's occupancy of the Premises, which are assessed and billed directly to Tenant, as required by this Lease, Landlord, upon written notice to Tenant may, but shall not be obligated to, make such payment and Tenant shall promptly pay Landlord's costs thereof as Additional Rent. Tenant's refusal or neglect hereunder may be deemed, at Landlord's option, a Default. Tenant acknowledges that Cook County real estate taxes are billed one year in arrears, and that real estate taxes related to Tenant's occupancy of the Premises during the final year of the Term will not be billed until after the Lease has terminated. Accordingly, during the final year of the Term, Tenant agrees to pay to the Landlord as Additional Rent Tenant's proportionate share of the Real Estate Taxes payable by Landlord in the calendar year in which the Expiration Date occurs. Tenant shall promptly forward the real estate tax bill attributable to the final year of the Term to Landlord for payment. Any amount deposited by Tenant with Landlord which exceeds the actual amount due will be refunded to Tenant. If Tenant has deposited less than the amount due, Tenant shall pay the difference to Landlord within ten (10) days of receipt of notice from Landlord.

(h) Tenant acknowledges that (a) the Loyola Property is located within the Devon/Sheridan Redevelopment Project Area, a tax increment financing redevelopment project area established pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et seq., and (b) Landlord has entered into that certain Loyola University of Chicago Redevelopment Agreement ("TIF RDA") between the Landlord and the City of Chicago ("City") dated August 30, 2006, pursuant to which the City shall pay to Landlord certain incremental taxes. In no instance shall any payments by the City to the Landlord pursuant to the

TIF RDA constitute a refund of real estate taxes under this Lease or in any other way reduce or alter Tenant's obligations with respect to the payment of real estate taxes under this Section 4.4, or otherwise under this Lease, which obligations shall be applied in the same manner as if the Loyola Property was not located in such a redevelopment project area and no incremental taxes were ever paid to the Landlord.

(i) Subject to Landlord's compliance with its obligations under the TIF RDA and the Declaration, Landlord shall annually file an assessment challenge with the Cook County Assessor's Office with respect to the Loyola Property PINs, and, if such challenge does not result in an assessed value reduction (or, if in Landlord's reasonable judgment, a further reduction in such assessed value may be obtainable by a further challenge before the Cook County Board of Review), Landlord shall further contest the assessed value before the Cook County Board of Review. Tenant shall pay its proportionate share of any attorney's fees and any costs and expenses incurred by Landlord in all such valuation challenges upon Landlord's written demand setting forth the amount due, and Tenant shall be entitled to its receive its proportionate share of any reduction or refunds received, net of any such challenge fees and costs.

(j) Notwithstanding anything to the contrary set forth above in this Section 4.4: (a) from the date that Tenant opens for business through December 31, 2018, Tenant's proportionate share of Real Estate Taxes shall not exceed Eighteen Thousand and No/100 Dollars (\$18,000) per calendar year. During the remainder of the initial ten (10) year Term, Tenant's obligation to pay its proportionate share of Real Estate Taxes shall be subject to the following cap:

<u>Calendar Year</u>	<u>Cap Amount</u>
2019	\$18,900
2020	\$19,800
2021	\$20,700
2022	\$21,600
2023	\$22,500
2024	\$23,400
2025	\$24,300
2026	\$25,200
2027	\$26,100
2028*	\$27,000

* Applicable if Rent Commencement Date falls in 2018.

Should Tenant's proportionate share of Real Estate Taxes for a given calendar year (calculated without applying the above caps) exceed the amount payable under the above cap table, Tenant shall pay twenty-five percent (25%) and the Landlord shall pay seventy-five percent (75%) of such "over the cap" amount.

(k) Tenant's Real Estate Tax obligation during any Renewal Term shall be reviewed by the party during the tenth (10th) Lease year and the amount of Real Estate Taxes payable by Tenant during any such Renewal Term shall be subject to the mutual written agreement of the parties, which agreement shall be reached prior to, and shall be a condition precedent to, Tenant's exercise of its Renewal Option.

ARTICLE V. COMMON AREA AND CHARGES

Section 5.1 Common Areas and Facilities.

Landlord shall make available, from time to time, limited areas and facilities on the Loyola Property and, to the extent provided for under the Declaration, on the Hotel Property, for the common benefit of the tenants and occupants of the Loyola Property (and, to the extent provided for under the Declaration, the Hotel Property), as Landlord shall deem appropriate. The "Common Areas", as such areas and facilities are herein collectively referred to, shall at all times be subject to the exclusive control and management of Landlord (or the Hotel Owner, as applicable under the Declaration) and may include, without limitation, any and all service corridors; utility rooms; all entrances and exits to the foregoing; paving; identification signs; garbage and storage areas; sidewalks; water, sanitary sewer, plumbing, gas, electric and other utility lines; machinery and equipment serving the Loyola Property; loading docks; sprinkler and fire protection systems; retaining walls; delivery passages; plantings; landscaped areas and facilities; lighting facilities; loading docks; communications equipment; fire control equipment; telephone equipment; HVAC units; ducts, chases and conduits; trash receptacles; and any and all other facilities and service areas for common use on the Loyola Property and, to the extent provided for under the Declaration, the Hotel Property.

Section 5.2 Use of Common Areas.

Tenant and its officers and employees shall have a revocable license by which they shall have the nonexclusive right, in common with Landlord and all others to whom Landlord has or may hereafter grant rights, and in common with the Hotel Owner and those to whom, under the Declaration, the Hotel Owner has or may hereafter grants rights, to use the Common Areas, subject to such reasonable changes and regulations as Landlord may from time to time impose, or which may otherwise be applicable under the Declaration. Tenant agrees to abide by such regulations and to cause any Tenant Parties to conform thereto. Landlord may at any time close any part of the Common Areas; and may do such other acts in and to the Common Areas as in its judgment may be necessary, but shall take reasonable efforts not to interfere with Tenant's business operations.

Section 5.3 Charges for Common Areas.

During the Term of this Lease, Tenant shall not be required to pay Common Area Costs. As used in this Lease, the term "Common Area Costs" means the total of all items of expense incurred by Landlord relating to managing, operating, insuring, repairing, replacing and maintaining the Loyola Property, the Common Areas, and the Common Improvements (as defined in the Declaration, but only to the extent of the Landlord's proportionate share obligation thereto, as described in the Declaration) in the same condition as when originally constructed. Such costs and expenses include the removal of snow and ice, rubbish, dirt and debris from the portion of the public way adjacent to the Loyola Property along N. Sheridan Road and costs of

planting, replanting and replacing flowers and landscaping and supplies required for the planters located in such same public way, as well as the costs of Landlord's insurance, including customary property damage and commercial general liability insurance that Landlord shall carry. Common Area Costs shall in no instance include, however, any costs assigned to Tenant as a Tenant expense under this Lease, such as, for example costs specified in Section 3.6, Article VI, and Section 8.1.

Section 5.4 Discontinuance of Use of Common Areas.

No permanent or temporary revocations or modifications of any license, permit or privilege to occupy or use or maintain any building frontage, setback or arcade, nor any passageway or structure in, over or under any street or sidewalk, nor any permanent or temporary deprivation of any existing right, privilege or easement appurtenant to the Premises, shall operate as or be deemed an eviction of the Tenant or in any way terminate, modify, diminish or abate the obligation of the Tenant to pay all rents as in this Lease provided and to perform each and every covenant thereof.

ARTICLE VI. UTILITY SERVICE

Section 6.1 Utilities.

Prior to the Execution Date, Landlord has "stubbed in" the utility service to the Premises. As part of Tenant's Work, Tenant, at Tenant's expense, shall provide all other utility service necessary for the operation of Tenant's business and shall pay any governmental charges imposed with respect to the installation and connection of such other service. Except as hereinafter provided, Tenant agrees to at all times after the Effective Date separately meter, pay for and provide its own utilities (including water and sewer, but only if separately metered and billed to the Premises), including, without limitation, electricity, natural gas, telephone, Wi-Fi, and any fire and security systems. Landlord will cause the City to furnish water and sewer service to the Premises.

Section 6.2 Additional Rent for Dumpsters.

Tenant will provide its own dumpsters and pay for the costs of its scavenger service, grease removal, and other refuse removal.

Section 6.3 Utility Maintenance.

Tenant shall maintain all heating, HVAC, air handling, gas, electric, and all other utility equipment within the Premises and shall contract with a licensed HVAC contractor to perform annual preventive maintenance (the "Utility Maintenance"). Subject to Section 3.9 of this Lease, Landlord shall not be liable in damages or otherwise for any failure, delay or defect in the furnishing of any of the above utilities; for any diminution in the quality or quantity thereof; for any interruption of utilities within the Premises due to civil insurrection, war, fire, accident, strike, labor trouble, riot, act of God, the making of necessary repairs or improvements; or any other causes beyond the reasonable control of Landlord. Any such failure, delay or defect caused solely by Tenant's failure to perform Utility Maintenance shall not be deemed an eviction or disturbance of Tenant's use and possession of the Premises or relieve Tenant from the payment of Rent or its performance of any obligation hereunder.

Section 6.4 Failure or Interruption.

Tenant agrees that neither Landlord nor the property manager nor any of their respective agents, partners, members, principals or employees shall be liable for damage or injury to persons, property or business or for loss or interruption of business, or for any other matter, in the event there is any failure or interruption in any utility. No such failure or interruption shall be deemed or constitute an eviction or disturbance of Tenant's use or occupancy of the Premises, in whole or in part, actual or constructive, or entitle Tenant to any claim for set-off, abatement or reduction of Rent, render Landlord liable for damages, or relieve Tenant from the performance of or affect any of Tenant's obligations under this Lease. Notwithstanding the foregoing, Landlord shall use commercially reasonable efforts to minimize any such failure or interruption of any such utility if: (a) the utility is provided by Landlord; or (b) the interruption is caused by Landlord's gross negligence or willful misconduct.

ARTICLE VII. LANDLORD'S ADDITIONAL COVENANTS**Section 7.1 Quiet Enjoyment.**

Upon Tenant's paying the Rent reserved hereunder and observing and performing all of the covenants, conditions and provisions on Tenant's part to be observed and performed hereunder, Tenant shall have quiet possession of the Premises for the Term, free from any disturbance or molestation by Landlord, or anyone claiming by, through or under Landlord, but in all events subject to all the provisions of this Lease and, to the extent applicable, the Declaration.

Section 7.2 Compliance With Laws. Landlord represents and warrants that, as of the Execution Date, and to Landlord's actual knowledge, and subject to the completion of Landlord's Work and Tenant's Work and the obtaining of all necessary governmental licenses, permits, and approvals, Tenant's use of the Premises for operation of a restaurant complies with applicable zoning laws and regulations and the Declaration, provided, however, that the sale of alcohol on the Premises and the outdoor seating contemplated by Section 3.4 are each subject to separate, additional approvals from the City of Chicago.

Section 7.3 No Competing Use.

After the Execution Date, Landlord shall not execute any leases that would permit any tenant leasing space in the Loyola Property (or its permitted successors and assigns) from conducting a business that competes with Tenant's Permitted Use as a fine dining, sit-down, restaurant providing breakfast, lunch, and dinner service. The foregoing limitation shall not prevent Landlord from executing leases that would permit tenants (or such tenants' permitted successors or assigns) to operate a "fast food" or "fast casual" restaurant, which restaurant operations may also include (a) the incidental consumption of beer, wine, and spirits, (b) an outdoor sidewalk café dining area immediately adjacent to such tenant's leased premises, (c) carry-out, delivery, and catering operations, and (d) providing breakfast, lunch, and dinner service.

ARTICLE VIII. TENANT'S ADDITIONAL COVENANTS

Section 8.1 Affirmative Covenants.

Tenant covenants, warrants and represents that, at Tenant's expense and at all times after the Effective Date (or such earlier date as may be applicable under Section 2.3A above):

A. **Tenant Performance and Payment Obligations.** To perform promptly all of the obligations of Tenant set forth in this Lease, and to pay when due Additional Rent and all other Rent which by the terms of this Lease are to be paid by Tenant, without any set-offs whatsoever.

B. **Permitted Use and Business Hours.** To use the Premises only for the Permitted Use set forth in Section 1.1M hereof; to operate its business in the Premises under Tenant's Trade Name provided in Section 1.1D; to conduct and operate its business at all times in a high grade, first-class and reputable manner, in recognition of and in keeping with the academic, Catholic and Jesuit identity of Landlord and its campus; to assure that its use of the Premises is in accordance with Law; and to remain open for business during the hours set forth at Section 1.1Q hereof.

C. **Continuous Operation and Business Hours.** Except when and to the extent that the Premises are untenable by reason of Force Majeure, or damage by fire or other casualty, to use and continuously operate all of the Premises other than such minor portions thereof as are reasonably required for storage and office purposes for the Permitted Use; to use such storage and office space only in connection with the business conducted by Tenant in the Premises; to furnish and install all trade fixtures which shall at all times be suitable and proper for carrying on Tenant's business; to maintain adequate trained personnel for efficient service to customers; to open for business continuously and remain open and operate the business during the entire Term on all business days (subject to the proviso in last clause in Section 8.1B above); and to light its display windows and any approved signs, if any, during any hours when the Premises are open for business or at such other times as shall be determined by Landlord.

D. **Operations and Cleanliness.** To store all garbage, trash and refuse in adequate containers within the Premises, in the Common Areas, or in such other locations as shall be specified by Landlord which containers shall be installed, maintained in a neat and clean condition and repaired by Tenant at its sole expense, and which shall be installed so as not to be visible to others, including residents and members of the public and so as not to create any health or fire hazard, and to attend to the daily disposal thereof in the manner designated by Landlord; to keep all drains and grease traps serving the Premises clean and safe; and to receive and deliver goods and merchandise only in the manner and at such times and in such areas as may be designated by Landlord; to store all trash, refuse and garbage in a garbage storeroom or compartment which Tenant shall keep in repair; to contract and pay for private scavenger service to dispose of all such trash, refuse, and garbage.

E. **Pest Control.** If the Premises becomes infested with insects, vermin or other pests, or if the Loyola Property or any part thereof becomes infested with insects, vermin or other pests as a result of Tenant's acts or negligence, Tenant shall at Tenant's expense cause the same to be exterminated from time to time to the satisfaction of Landlord and shall employ such

exterminators and such exterminating company or companies as shall be reasonably acceptable to Landlord.

F. **Access.** To permit Landlord, Landlord's lender and their respective agents and employees to enter the Premises on reasonable notice (except in cases of emergency) at reasonable times for the purpose of: (i) inspecting the same, of making repairs, additions or alterations thereto or to the Loyola Property and (ii) showing the Premises to prospective purchasers, lenders and tenants.

G. **Equipment and Trade Fixtures.** To remove at the expiration or termination of this Lease or Tenant's right of possession hereunder, such of Tenant's moveable trade fixtures, and other personal property, including but not limited to furnishings, machinery, trade fixtures, equipment and improvements installed by Tenant; to remove such of the alterations and additions and signs as Landlord may request; to repair any damage caused by such removal; and peaceably to yield up the Premises and all alterations and additions thereto (except such as Landlord has requested Tenant to remove) and all fixtures, furnishings, floor coverings and equipment which are permanently affixed to the Premises, including carpet, and HVAC equipment which, for the purpose of this Lease shall be deemed to be permanently affixed to the Premises, which shall thereupon become the property of the Landlord, in clean and good order, repair and condition, damage by fire or other unavoidable casualty excepted. Any personal property of Tenant not removed within five (5) days following such expiration or termination shall, at Landlord's option, become the property of Landlord.

H. **Lenders.** The rights and interest of Tenant under this Lease shall be subject and subordinate to any debt, lender's liens, first mortgages or trust deeds hereafter placed upon the Loyola Property and the Premises, and to any advances made thereunder, and to the interest thereon, and all extensions, renewals, refinancing, and modifications thereof, if the lender shall elect, by written notice delivered to Tenant, to subject and subordinate the rights and interest of Tenant under this Lease to the lien of any lender and shall agree to recognize this Lease of Tenant in the event of foreclosure if Tenant is not in Default. Any lender may elect also to give the rights and interest of Tenant under this Lease priority over the lien of such lender. In the event of either such election and upon notification by such lender to Tenant to that effect, the rights and interest of Tenant under this Lease shall be deemed to be subordinate to, or to have priority over, as the case may be, the lien of said lender, whether this Lease is dated prior to or subsequent to the date of said lien. Tenant shall promptly execute and deliver whatever instruments that may be required for such purposes; provided, however, that in such event, and if requested by Tenant in writing, Landlord shall provide to Tenant a Non-Disturbance Agreement executed by Landlord's lender, upon terms that are reasonably acceptable to Landlord's lender and Tenant, agreeing not to disturb Tenant's occupancy so long as Tenant: (i) is in full compliance with this Lease, including observing and fully performing all of the terms, conditions, covenants, provisions and agreements that are to be performed or observed by Tenant; and (ii) acknowledges and recognizes the rights of such lender, including that the lender is not liable for any of Tenant's claims against, or defaults by or unperformed obligations of the Landlord, and lender is not obligated to recognize any Rent offsets, prepayments, deposits or abatements.

Further, if any lender or financing institution or agency requires any modifications of the terms and provisions of this Lease as a condition to such financing as Landlord may desire, then Tenant shall execute and deliver such modification as may be required for such purposes. Such modification or modifications shall not materially affect any of the provisions of the Lease relating to the rights granted to Tenant hereunder, nor increase the amount of Base Rent or Additional Rent, the purposes for which the Premises may be used, the size and/or location of the Premises, the duration and/or commencement of the Term, or the improvements to be made by Landlord to the Premises prior to delivery of possession.

I. **Tenant Financial Condition.** Landlord may request from Tenant, from time to time, but no more frequently than once per calendar year unless Tenant is in Default, confidential financial statements reflecting Tenant's current financial condition. Tenant shall provide such confidential financial statements to Landlord within thirty (30) days after Landlord's request, and only after Landlord executes a non-disclosure agreement in form and substance reasonably acceptable to the parties, or agrees to look at such financial statements "in camera" at Tenant's Chicago offices without retaining a hard or digital copy.

J. **Compliance with Laws and Other Requirements.**

(i) At its sole cost and expense, to comply promptly with all applicable present and future laws, ordinances, orders, court decisions, rules, regulations, restrictions and requirements of all federal, state, municipal and local governments, departments, commissions, boards and officers (each, a "Law" and collectively, "Laws"), and all orders, rules and regulations of the Insurance Services Office or any other body or bodies exercising similar functions, foreseen or unforeseen, ordinary as well as extraordinary, which may be applicable to the Premises and to all or any parts thereof and/or any and all facilities used in connection therewith and the sidewalks, areaways, passageways, curbs and vaults, if any, adjoining the Premises, or to the use or manner of use of the Premises, or other owners or occupants thereof, whether or not any such Law shall interfere with the use and enjoyment of the Premises.

(ii) Tenant shall likewise observe and comply with the requirements of all policies of public liability, fire and all other policies of insurance at any time in force with respect to the Premises or any part thereof.

(iii) Tenant shall pay all costs, expenses, claims, fines, penalties and damages that may in any manner arise out of or be imposed because of the failure of Tenant to comply with the provisions of this Article VIII, and in any event agrees to indemnify Landlord and Landlord's Indemnitees against all liability as a result thereof. Tenant shall promptly give written notice to Landlord of any notice of violation received by Tenant. Without diminishing the obligations of Tenant under this Lease, if Tenant shall at any time after thirty (30) days' notice by Landlord fail or neglect to comply, or commence to comply as expeditiously as is reasonably feasible, with any of said Laws concerning or affecting the Premises, or the use and occupancy thereof, as hereinbefore provided, and, if a stay is necessary, shall have failed to obtain a stay or continuance thereof, Landlord shall be at liberty to comply therewith, and all expenses consequent thereon shall be borne and paid by Tenant; and upon Tenant's failure so to pay, Landlord may pay the same, and any payments so made by Landlord, together with interest

thereon, computed at the lesser of (A) the maximum legal rate or (B) the Default Rate, from the date of payment, shall immediately become due and payable by Tenant as Additional Rent.

K. **Rules and Regulations; Declaration.** To comply and conform to, and require such compliance and conformance by the Tenant Parties, with (i) the applicable provisions of the Declaration, as the same may amended in accordance with its terms from time to time, including specifically, but without limitation, those set forth in **Exhibit H** to this Lease, and (ii) all rules and regulations for the management, use and occupancy of the Loyola Property as Landlord, in its reasonable discretion, from time to time promulgates, without limitation, those initial rules and regulations attached hereto as **Exhibit F** of this Lease and any modifications of such rules and regulations that Landlord provides to Tenant in writing. In the event Landlord promulgates a new rule or regulation that conflicts with any provision of this Lease, the terms of the Lease shall control. In the event of any breach of any applicable provision of the Declaration or the rules and regulations herein set forth or any amendments or additions thereto, Landlord shall have all remedies in this Lease provided for Default of Tenant. Landlord shall have no liability for violation by any other tenant of the Loyola Property of any rules or regulations, nor shall such violation or the waiver thereof excuse Tenant from compliance with such rules and regulations.

Section 8.2 Prohibitions and Negative Covenants.

Tenant covenants, warrants and represents at all times:

A. **Prohibited Activities.** Not to injure, overload, deface, or otherwise harm the Premises, the Loyola Property or any Common Areas; nor commit any nuisance; nor unreasonably annoy other occupants or owners or occupants of neighboring property; nor use the Premises, the Loyola Property, or any Common Areas for any extra-hazardous purpose or in any manner that will suspend, void or make inoperative any policy or policies of insurance or in any manner which will increase the cost of any of Landlord's insurance; nor burn any trash or refuse within the Premises, the Loyola Property, or any Common Areas; nor sell, display, distribute or give away any alcoholic liquors or beverages (unless authorized by all applicable governmental authorities pursuant to a Consumption On Premises-Incidental Activity License); nor sell, distribute or give away any handbill or product which tends to create a nuisance; nor make any use of the Premises, the Loyola Property, or the Common Areas which is improper, offensive or contrary to any Law; nor conduct or permit any going-out-of-business, bankruptcy, fire or auction sales on the Premises; nor use any system for the reception of music which has not been approved by Landlord; nor use any advertising such as handbills, flashing lights, searchlights, loudspeakers, phonographs, sound amplifiers or radio or television receiving equipment or searchlights in a manner to be seen outside the Premises; nor allow any disturbing or obnoxious levels of sound to emanate from and be heard outside the Premises; nor emit nor allow odors that would unreasonably interfere with the enjoyment of the Hotel Property by hotel guests; nor load, unload, or park any truck or other delivery vehicle in any area on or around the Loyola Property, Common Areas, or the parking lot located to the west of the Building including approximately twenty (20) spaces reserved for the use of Landlord and the Hotel Owner (the "**Parking Lot**") other than the area or areas and terms designated therefor by Landlord; nor use any sidewalks or Common Areas for the storage or disposal of trash or refuse (except as specifically designated by Landlord and as permitted under the Declaration) or the keeping or displaying of any merchandise or other object except as specifically approved in writing by Landlord; nor place any fence, structure, barricade, building, improvement, division rail or

obstruction of any type or kind on any part of the Loyola Property or the Common Areas, except as specifically approved in writing by Landlord, or as approved by Landlord in writing with respect to the Sidwalk Cafe Area; nor use the walks for any purpose other than pedestrian traffic, except as specifically approved in writing by Landlord; nor install or use any sign or other advertising device on or visible from the exterior of the Premises, other than signs described in **Exhibit C** or specifically approved in writing by Landlord as provided in Section 3.4; nor use or permit the use of any portion of the Premises as living quarters, sleeping apartments or lodging rooms; nor do any act tending to injure the reputation of the Loyola Property.

B. **Prohibited Devices.** Not to operate any automated teller machine, coin or token operating vending machine or similar device for the sale of any goods, wares, merchandise, food, beverages, or services to the general public, including, but not limited to pay telephones, pay lockers, pay toilets, scales, amusement devices and machines for the sale of beverages, food, candy, cigarettes or other commodities without Landlord's prior written consent.

Section 8.3 Indemnification, Insurance, Waivers and Releases

A. **Indemnification.** Tenant hereby releases and agrees to indemnify, defend and hold harmless Landlord and Landlord's Indemnitees and other tenants and occupants of the Building, and their respective successors and assigns, from and against any and all claims, demands, proceedings, suits, liens, encumbrances, security interests, and causes of action of any and every kind and character (each, a "**Claim**"), and any resulting or related liabilities, losses, judgments, damages, decrees, fines, penalties, costs and expenses (including reasonable attorneys' fees and expenses in connection therewith), or, at the option of Landlord, Tenant will, upon demand, accept tender of a Claim and provide representation and a defense, related to, arising or growing out of, or in any way connected with: (i) Tenant's use, occupancy, or control of the Premises, the Loyola Property, the Common Areas, and the Parking Lot, including but not limited to the Tenant's operations, conduct, activities or construction in, on or about any such areas; or (ii) the business of Tenant (including, without limitation, any product liability or malpractice Claim or any matter whatsoever relating to the sale of beverages or food by Tenant on or about the Premises); or (iii) any actual or alleged act, error or omission of Tenant or any Tenant Parties; or (iv) Tenant's use of non-licensed or non-union contractors (where use of union contractors is required under Section 3.11 above); or (v) the utilities serving the Premises or located thereunder to the extent installed or modified as part of Tenant's Work; or (vi) Tenant's violations of any Law; or (vii) any accident or other occurrence in, on, at or related to the Premises; or (viii) Tenant's performance of, or any failure of Tenant in any respect to comply with and perform, all the requirements and provisions of this Lease, including but not limited to the provisions concerning Hazardous Materials (hereinafter defined).

B. **Insurance.** Tenant agrees to maintain at all times insurance that will protect Tenant and Landlord from claims which may arise out of or result from the operations under the Lease, whether such operations be by the Tenant or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Tenant and Landlord agree to review and modify, as reasonably required, from time to time, the types and amounts of insurance set forth below. All insurance set forth below shall be placed with insurance

companies licensed to do business in the state of Illinois and having an A.M. Best rating of at least A-/VII:

i. Commercial General Liability Insurance (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$3,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to each location. The CGL shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal-advertising injury, and liability assumed under an insured contract. Landlord and its officers, trustees, employees, and agents shall be included as an additional insured under the CGL, using ISO additional insured endorsement CG 20 11 or a substitute endorsement providing equivalent coverage, and under the commercial umbrella insurance, if any. This insurance shall apply as primary and non-contributory insurance with respect to any other insurance or self-insurance programs afforded to Landlord. There shall be no endorsement or modification to the CGL to make it excess over other available insurance; alternatively, if the CGL states that it is excess or pro rata, the policy shall be endorsed to be primary with respect to the additional insured. Tenant waives all rights against Landlord and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the commercial general liability or commercial umbrella liability insurance maintained pursuant to this paragraph;

ii. Workers' Compensation Insurance with statutory limits, and Employer's Liability Insurance in amounts not less than \$500,000 each accident for bodily injury by accident and \$500,000 per employee for bodily injury by disease. Tenant waives all rights against Landlord and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the workers compensation and employers liability or commercial umbrella liability insurance maintained pursuant to this paragraph;

iii. In the event that autos are used by the Tenant in the performance of the Lease, Business Automobile Liability Insurance and, if necessary, commercial umbrella insurance, with a limit of not less than \$1,000,000 each accident for all owned, non-owned and hired vehicles;

iv. Commercial Property Insurance covering the fixtures, equipment, tenant improvements and betterments. Commercial property insurance shall, at minimum, cover the perils insured under the ISO special causes of loss form CP 10 30 and shall cover the full estimated replacement cost of the property insured. Such insurance shall include plate glass insurance in an amount agreed to be the cost of replacing the plate glass for the Premises;

v. Business interruption insurance in amounts sufficient to cover Tenant's lost income in the event a casualty or other event should interrupt Tenant's normal business operations;

vi. In the event and at all times alcohol is served on the Premises, Liquor Liability Insurance covering the sale, servicing or furnishing of alcoholic beverages, in the amount of \$1,000,000 each occurrence. Landlord and its officers, trustees, employees and agents shall be included as additional insureds on a primary and non-contributory basis; and

vii. Any other insurance coverage Landlord may at any time reasonably request of Tenant.

All of said insurance shall provide that it will not be subject to cancellation, termination or change except after at least thirty (30) days' prior written notice to Landlord.

Tenant shall provide Landlord with certificates of insurance showing compliance with the insurance requirements set forth above. The policies or duly executed certificates for the same (which certificates shall evidence the insurance waiver of subrogation required by this Lease) together with satisfactory evidence of the payment of the premium thereon, shall be deposited with Landlord on or before the Effective Date and before Tenant begins Tenant's Work, and upon renewals of such policies, not less than thirty (30) days prior to the expiration of the term of such coverage. Failure of Landlord to demand such certificates or other evidence of compliance with these insurance requirements or failure of Landlord to identify a deficiency from evidence that is provided shall not be construed as a waiver of Tenant's obligation to maintain such insurance. If Tenant fails to comply with these insurance requirements, Landlord may, but shall not be obligated to, obtain such insurance and keep the same in effect and Tenant shall pay Landlord the premium costs thereof upon demand. Each such payment shall constitute Additional Rent payable by Tenant under this Lease, and Landlord shall not be limited in the proof of any damages which Landlord may claim against Tenant arising out of or by reason of Tenant's failure to provide and keep in force insurance as aforesaid, to the amount of insurance premium or premiums not paid or incurred by Tenant and which would have been payable upon such insurance, but Landlord, in addition to any and all other rights and remedies provided Landlord under the terms of this Lease, shall also be entitled to recover as damages for such breach the uninsured amounts of any loss, to the extent of any deficiency in the insurance required by provisions of this Lease. Tenant shall provide certified copies of all insurance policies required above within thirty (30) days of Landlord's written request for said copies.

C. Mutual Waiver of Subrogation Right. Landlord and Tenant hereby waive any rights each may have against the other on account of any loss or damage occasioned to Landlord or Tenant, as the case may be, to their respective property, to the Premises, to the contents therein or to other portions of the Loyola Property, arising from any risk covered or which could be covered by fire and extended coverage insurance or other casualty insurance and each party hereto, on behalf of its respective insurance companies insuring its said property against any such loss, hereby waives any right of subrogation it may have against the other party. Tenant, on behalf of its insurance companies insuring the Premises, its contents, Tenant's other property or other portions of the Property, waives any right of subrogation which such insurer or insurers may have against any of the tenants or occupants in the Loyola Property and the Hotel Property. Whenever: (a) any loss, cost, damage or expense resulting from fire, explosion, or any other casualty or occurrence is incurred by either of the parties to this Lease in connection with the Premises, and (b) such party is then covered, or required pursuant to this Lease to be covered, in whole or in part by insurance with respect to such loss, cost, damage or expense, then the party so insured hereby releases the other party from any liability it may have on account of such loss, cost, damage, or expense to the extent of any amount recovered by reason of such insurance and waives any right of subrogation which might otherwise exist in or accrue to any person on

account thereof, provided that such release of liability and waiver of the right of subrogation shall not be operative in any case where the effect thereof is to invalidate such insurance coverage or increase the cost thereof. Inasmuch as the above mutual waivers will preclude the assignment of any aforesaid claim by way of subrogation (or otherwise) to an insurance company (or any other person), each party hereto hereby agrees, if required by said policies of fire and other property insurance, to give written notice of the terms of said mutual waivers, and to have said insurance policies properly endorsed, if necessary, to prevent the invalidation of said insurance coverage by reason of said waivers.

D. Waiver and Release. Landlord and Landlord's agents and employees shall not be liable for, and Tenant waives and releases all claims for, damage to person or property or loss of business sustained by Tenant or any person claiming through Tenant resulting from any accident or occurrence in or upon the Premises, the Building, or the Parking Lot, including, but not limited to, claims for damage resulting from: (a) any equipment or appurtenances becoming out of repair; (b) injury done or occasioned by wind, water, or other natural element; (c) any defect in or failure of plumbing, heating, or air-conditioning equipment, electric wiring or installation thereof, gas, water and steam pipes, stairs, porches, railings or walks; (d) broken glass; (e) the backing up of any sewer pipe or downspout; (f) the bursting, leaking or running of any tank tub, washstand, sprinkle system, water closet, waste pipe, drain or any other pipe or tank in, upon or abutting the Premises or Building; (g) the falling of any fixtures, plaster or stucco; and (h) any act, omission or negligence of other persons or occupants of the Building or adjoining or contiguous buildings or of owners of adjacent or contiguous property. This paragraph shall apply equally whether any such damage results from the act or neglect of Landlord (but shall not apply in the event of Landlord's gross negligence or intentional misconduct) or of other tenants, occupants or invitees in the Building or on the Loyola Property or of any other person, and whether such damage be caused or result from any thing or circumstance above-mentioned or referred to, or any other thing or circumstance whether of a like nature or of a wholly different nature. If any such damage, whether to the Premises or to the Building or any part thereof, or whether to Landlord or to other occupants on the Building, results from any act or neglect of Tenant, Landlord may, at Landlord's option, repair such damage and Tenant shall, upon demand by Landlord, reimburse Landlord for the total cost of such repairs. Tenant shall not be liable for any damage to person or property caused by its act or neglect if Landlord or a tenant has recovered the full amount of such damage from insurance and the insurance company has waived in writing its right of subrogation against Tenant. All property belonging to Tenant and any Tenant Parties or any other occupant of the Premises that is on the Premises, in the Building, or on the Parking Lot shall be there at the risk of Tenant or other person only, and Landlord shall not be liable for damage thereto or theft or misappropriation thereof.

E. Limitation on Liability. It is expressly understood and agreed by Tenant that none of Landlord's covenants, undertakings, terms or agreements made herein are made or intended as personal covenants, undertakings, terms or agreements of Landlord, but are solely for the purpose of subjecting Landlord's interest in the Loyola Property and the Premises to the terms of this Lease and for no other purpose whatsoever, and any liability or damage for breach or nonperformance by Landlord shall be collectible only out of the interests of Landlord in the Loyola Property, and subject to prior rights of any lender thereof, and no personal liability is assumed by nor at any time may be asserted or enforced against Landlord or any of its trustees,

officers, employees or agents or any of its or their heirs, legal representatives, successors or assigns, all such personal liability, if any, being expressly waived and released by Tenant. No other property or assets of Landlord shall be subject to levy, execution, or other procedures for satisfaction of Tenant's remedies. If Landlord transfers this Lease, except as collateral security for a loan, upon such transfer Landlord will be released from all liability and obligation hereunder, provided that the transferee assumes the obligations of this Lease.

Section 8.4 Assignment and Subletting.

Subject to Tenant's rights under Section 8.4A below, Tenant is prohibited from assigning or subletting or otherwise transferring this Lease without the prior written approval of Landlord, which shall be in Landlord's sole discretion. Notwithstanding the foregoing, in no event shall Tenant have the right to assign, sublet, or transfer this Lease (i) prior to Tenant's initial payment of Base Rent, (ii) if such assignment, subletting, or transfer would ever obligate Landlord to pay any additional broker's or third party commission or fee, or (iii) at any time Tenant is in breach of any of its obligations under this Lease, regardless of whether any notice and or cure period might be provided for in Article X before such breach would give rise to a default entitling the Landlord to exercise its rights and remedies under Article X (i.e., such breach need not be a "ripened" or actionable default). Any attempt by Tenant to assign or sublet this Lease without such approval is void.

A. Landlord agrees that Landlord shall not unreasonably withhold or delay its consent if Tenant requests the right to assign or sublet its rights under this Lease to any of the following (each, a "**Permitted Transferee**"): (i) any successor corporation or other entity resulting from a merger, acquisition, consolidation or reorganization (other than in a bankruptcy context) of Tenant; (ii) any purchaser of all or substantially all of Tenant's assets; or (iii) any parent, subsidiary, affiliate or similarly related entity which controls, is controlled by, or is under common control with Tenant. Tenant shall give Landlord written notice of any assignment or subleasing to a proposed Permitted Transferee not less than thirty (30) days prior to such assignment of subletting. Any Permitted Transferee shall assume in writing all of Tenant's obligations under the Lease.

B. Landlord shall have the right to consent to any proposed assignment or subletting to a person or entity other than a Permitted Transferee, which consent shall be in Landlord's sole discretion. Such consent may be withheld if, among other reasons, the proposed assignee's or sublessee's use (i) would violate any other exclusive use provision for any other tenant in the Loyola Retail Improvements or otherwise conflict with the existing primary use of any such tenant, or (ii) would violate the Declaration or any other contractual obligation by which the Loyola Property, the Landlord or any Landlord affiliate is bound, including obligations not limited to the operation of the Building, but applicable generally to Landlord's operation, (iii) such use would require passage of any City of Chicago ordinance, or (iv) such use would require any additional Landlord's Work or would cause Landlord to incur any material costs.

C. Tenant shall pay all expenses of Landlord, up to \$1,500, incurred in connection with the review and/or granting of a request for Landlord's consent to an assignment or sublease, and \$1,250 in connection with an assignment or subletting to a Permitted Transferee.

D. The terms of this Lease, including the provisions relating to Rent and use have been negotiated by Landlord and Tenant on the assumption that Tenant will be the occupant of the Premises for the full Term. The parties have therefore agreed that Tenant shall have no right to transfer, assign, sublet, enter into license or concession agreements, or mortgage or hypothecate this Lease or Tenant's interest in the Premises or any part thereof without Landlord's prior written consent, except as provided for herein. The consent by Landlord to any assignment or subletting shall not constitute a waiver of the necessity for such consent to any subsequent assignment or subletting except as specifically provided in this Lease. This prohibition against assigning or subletting shall be construed to include a prohibition against any assignment or subletting by operation of law, or any assignment by Tenant while in Default, or as part of a fraud or subterfuge by Tenant to intentionally avoid its obligations under the Lease (e.g., transferring Tenant's interest under the Lease to a shell corporation, which then files a bankruptcy proceeding). Any transfer of this Lease from Tenant by merger, consolidation, liquidation or otherwise by operation of law including, but not limited to, an assignment for the benefit of creditors, shall be included in the term "**assignment**" for the purposes of this Lease and shall be a violation of this Section. If this Lease be assigned, or if the Premises or any part thereof be sublet or occupied by anyone other than Tenant, Landlord may collect rent from the assignee or occupant, and apply the net amount collected to the Rents herein reserved, but no such assignment, subletting, occupancy or collection shall be deemed: (i) a waiver of this covenant, (i) acceptance of the assignee or occupant as tenant, or (iii) a release of Tenant from the further performance by Tenant of covenants on the part of Tenant contained in this Lease. All rent payable to Tenant under such assignment or sublease arrangement over the amount of Rent due under this Lease shall be divided equally between Landlord and Tenant. For purposes of the preceding sentence, any lump sum or installment payments made by the assignee or sublessee in consideration of such assignment or sublease shall be deemed "rent" payable to Tenant under such assignment or sublease, even if not characterized as such in the transaction documents between Tenant and such assignee or sublessee.

E. In addition to Landlord's right to consent to any subtenant or assignee, Landlord shall have the option, in its sole discretion, in the event of any proposed subletting or assignment, to terminate this Lease, or in the case of a proposed subletting of less than the entire Premises, to recapture the portion of the Premises to be sublet, as of the date the subletting or assignment is to be effective. The option shall be exercised by Landlord's giving Tenant written notice thereof within thirty (30) days following Landlord's receipt of notice of Tenant's proposed sublet or assignment. If this Lease shall be terminated with respect to the entire Premises, the Term shall end on the date on which the proposed sublease or assignment would have commenced as if that date had been originally fixed in this Lease for the expiration of the Term. If Landlord recaptures only a portion of the Premises, the Rent during the unexpired Term shall abate, proportionately, based on the Rent as of the date immediately prior to such recapture.

F. Landlord's obligation to offer Tenant a Renewal Option under Section 1.1.G and Rider 101 is not assignable or transferable to anyone, including a Permitted Transferee. In the event of a permitted assignment or subtenancy, the Renewal Option shall be extinguished. Notwithstanding the preceding two sentences, if the original Tenant operates the restaurant without a monetary default for four (4) years, the Renewal Option shall thereafter be assignable by Tenant to a Permitted Transferee.

G. Notwithstanding anything in this Section 8.4 or otherwise in this Lease to the contrary, no assignment, subletting or other use of the Premises shall be permitted that would result in a breach of the use restrictions set forth in the Declaration.

Section 8.5 Hazardous Materials.

A. Tenant shall not cause or permit any Hazardous Material (hereinafter defined) to be brought, disposed of at or remain upon, kept, stored, used, generated, discharged, leaked, or emitted in or about, or treated at the Premises, the Building or the Parking Lot. As used in this Lease, "**Hazardous Materials**" shall mean any hazardous, etiological, toxic or radioactive substance, material, matter or waste which is or becomes during the Term regulated by any Law, and shall include but not be limited to asbestos, urea formaldehyde foam insulation, polychlorinated biphenyls (commonly referred to as "PCBs"), petroleum products and any and all "**Hazardous Substances**" and "**Hazardous Wastes**" as defined in the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. § 9601 et seq., and the Resource Conservation and Recovery Act, as amended 42 U.S.C. § 6901 et seq. However, "**Hazardous Materials**" shall not include substances which are used or sold in the ordinary course of a business similar to Tenant's and which is a Permitted Use pursuant to this Lease, or substances already on or at the Premises which are not capable of being removed by Tenant; provided, however, that such substances shall be used, handled, transported, kept, stored, discharged or emitted in full and complete compliance with all Laws. Tenant shall strictly obey and adhere to any and all Laws that in any way regulate, govern or impact Tenant's possession, use, storage, treatment or disposal of said Hazardous Materials. In addition, Tenant represents and warrants to Landlord that: (i) Tenant shall apply for and remain in compliance with any and all applicable federal, state or local permits in regard to Hazardous Materials; (ii) Tenant shall report to any and all applicable governmental authorities any release of reportable quantities of any Hazardous Material(s) as required by any and all Laws, and shall provide a copy of any such report to Landlord; (iii) Tenant, within ten (10) days of receipt, shall send to Landlord a copy of any notice, order, inspection report, or other document issued by any governmental authority relevant to the Tenant's compliance status with environmental or health and safety Laws; and (iv) at the expiration or termination of this Lease, Tenant shall remove from the Premises, and perform any required remediation, all Hazardous Materials which Tenant or any Tenant Parties brought or permitted to be brought upon the Premises, the Building, or the Parking Lot or that were introduced by Tenant or such Tenant Parties at any of such areas on or after the Execution Date.

B. In addition to, and in no way limiting, Tenant's duties and obligations under this Lease, should Tenant breach any of its duties and obligations as set forth in this Section 8.5, or if the presence of any Hazardous Materials on the Premises results in contamination of the Premises, the Building, the Parking Lot, any land other than the Loyola Property, the atmosphere, or any water or waterway (including groundwater), or if contamination of such areas by any Hazardous Materials otherwise occurs, Tenant shall be liable to Landlord for damage resulting therefrom (including, without limitation, diminution in value of any such area(s), damages for the loss or restriction on use of the rentable or usable space or of any amenity of any such area(s), damages arising from any adverse impact on marketing space in the Loyola

Property to prospective tenants, and sums paid in settlement of claims and for attorneys' fees, consultant fees and expert fees, which may arise during or after the Term, as the same may be extended, as a result of such contamination). This includes, without limitation, costs and expenses incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision because of the Hazardous Material(s) which came or otherwise emanated from Tenant's acts or omissions or the Premises. Without limiting the foregoing, in any such event, Tenant shall, at its sole expense, promptly take all actions and expense as are necessary to return such area(s) to the condition existing prior to the introduction of any such Hazardous Materials to such area(s); provided, however, that Landlord's approval of such actions shall first be obtained in writing, and such approval shall not be unreasonably withheld.

C. Notwithstanding the above, Tenant shall have no responsibility for the removal or remediation of any Hazardous Materials that were not introduced onto the Premises, the Building, or the Parking Lot by Tenant or Tenant Parties.

ARTICLE IX. DAMAGE OR TAKING AND RESTORATION

Section 9.1 Fire, Explosion or Other Casualty.

In the event the Loyola Retail Improvements are damaged by fire, explosion or any other casualty that renders the Premises untenable, Landlord may elect either to repair or rebuild the Premises or such improvements, or terminate this Lease upon giving notice of such election in writing to Tenant within thirty (30) days after the occurrence of the event causing the damage. If Landlord elects to repair or replace the Loyola Retail Improvements, any damage to the Premises shall be repaired by Landlord within a reasonable time period thereafter. If such damage was caused by reason other than the act, omission, fault or neglect of Tenant or anyone for whom Tenant is liable, the repair or replacement of the Loyola Retail Improvements shall be at Landlord's expense, provided that Landlord shall not be obligated to expend for such repair an amount in excess of the insurance proceeds recoverable as a result of such damage and that in no event shall Landlord be required to repair or replace Tenant's stock in trade fixtures, furniture, furnishings, ceilings, wall or floor coverings or equipment. If such damage was caused by the act, omission, fault or neglect of Tenant or anyone for who Tenant is liable, the repair or replacement of the Loyola Retail Improvements shall be at Tenant's expense. If the casualty, repairing, or rebuilding shall render the Premises untenable, in whole or in part, and the damage shall not have been due to the fault or neglect of Tenant, a proportionate abatement of the Rent shall be allowed from the date when the damage occurred until the date Landlord completes its work, said abatement to be computed on the basis of the relation which the gross square foot area of the space rendered untenable bears to the floor space of the Premises. If Landlord is required or elects to repair the Premises as herein provided, Tenant shall repair or replace its stock in trade, fixtures, furniture, furnishings, ceilings, wall or floor coverings or equipment, and if Tenant has closed, Tenant shall promptly reopen for business.

Section 9.2 Eminent Domain.

If the whole of the Premises shall be taken by any public authority under the power of eminent domain, the Term shall expire as of the date possession shall be taken by such public authority, and Tenant shall pay Rent due and payable 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. If less than all of the floor area of the Premises shall be so taken, the Term shall cease only as to the parts so taken, as of the date possession shall be taken by such public authority, and Tenant shall pay Rent due and payable up to that date with appropriate refund by Landlord of such Rent as may have been paid in advance for any period subsequent to the date possession is taken, and thereafter the Rent shall be equitably adjusted. Landlord shall at its expense make all necessary repairs or alterations to the basic Loyola Retail Improvements and exterior work so as to constitute the remaining Premises a complete architectural unit, provided that Landlord shall not be obligated to undertake any such repairs and alterations if the cost thereof exceeds the award given by the public authority. If the floor area of the Premises so taken leaves space no longer suitable for the purposes set forth in this Lease, then the Term shall expire and Tenant shall pay Rent due and payable up to the date possession is taken, with an appropriate refund by Landlord of such Rent as may have been paid in advance for any period subsequent to the date of the taking of possession. If more than twenty-five percent (25%) of the floor area of the Premises, or more than twenty-five percent (25%) of the aggregate floor area of the Loyola Retail Improvements shall be taken under the power of eminent domain, Landlord may, by notice in writing to Tenant delivered on or before the date of surrendering possession to the public authority, terminate this Lease and Rent shall be paid or refunded, as applicable, as of the date of termination. All compensation awarded for any taking under the power of eminent domain, whether for the whole or a part of the Premises, shall be the property of the Landlord, whether such damage shall be awarded as compensation for diminution in the value of the leasehold or to the fee of the 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.

ARTICLE X. DEFAULTS BY TENANT AND REMEDIES

Section 10.1. Events of Default.

The occurrence of any one or more of the following matters constitutes a default by Tenant under this Lease (each a “**default**” or “**Default**”), and Landlord may exercise any one or more of its remedies under this Lease, at law or in equity:

A. If Tenant fails to pay any Rent or other charge payable under this Lease when due, and such failure continues for a period of five (5) days after Tenant's receipt of written notice from Landlord (provided that Landlord shall not be required to provide such notice more than twice in any calendar year); or

B. If Tenant fails to perform or comply with any of the agreements, terms, covenants or conditions in this Lease provided, other than those referred to in Section 10.1A, for a period of thirty (30) days after Tenant's receipt of written notice from Landlord; or, in the case of a failure or a contingency which cannot with due diligence be cured within said thirty (30) day cure period, if Tenant fails to commence within said thirty (30) day cure period to cure the same and thereafter to prosecute the curing of such default with due diligence; provided however, that Tenant may avail itself of this cure provision no more than twice within any twelve (12) month

period, and upon the occurrence of a third or greater default within any twelve (12) month period, Tenant shall not be entitled to any further right or opportunity to cure, and the failure shall immediately be considered a Default upon written notice from Landlord; or

C. If Tenant hereunder shall generally not pay its debts as they become due or shall admit in writing its inability to pay its debts, or shall make a general assignment for the benefit of creditors; or

D. If Tenant shall commence any case, proceeding or other action seeking reorganization, arrangement, adjustment, liquidation, dissolution or composition of it or its debts under any Law relating to bankruptcy, insolvency, reorganization or relief of debtors, or seeking appointment or a receiver, trustee, custodian or other similar official for it or for all or any substantial part of its property; or

E. If Tenant shall take any corporate action to authorize any of the actions set forth above in Sections 10.1 C or D above; or

F. If any case, proceeding or other action against Tenant shall be commenced seeking to have an order for relief entered against it as a debtor, or seeking reorganization, arrangement, adjustment, liquidation, dissolution or composition of it or its debts under any Law relating to bankruptcy, insolvency, reorganization or relief of debtors, or seeking an appointment of a receiver, trustee, custodian or other similar official for it or for all or any substantial part of its property, and such case, proceeding or other action (i) results in the entry of an order for relief against it which is not fully stayed within seven business days after the entry thereof; or (iii) remains undismissed for a period of 45 days; or

G. If Tenant closes its business for more than thirty (30) days out of any one hundred twenty (120) day consecutive period during the Term, as the same may be extended (regardless of whether Tenant continues to pay Rent), unless Tenant's closure is permitted under Section 8.1B or a Force Majeure Event (hereinafter defined). In addition to all other remedies available to Landlord under this Lease, at law or in equity, Landlord, at any time after such a Default, may elect without further notice to Tenant, either to terminate Tenant's right to occupy the Premises without terminating this Lease or to terminate the Term hereby demised as of the date of Default or such other date as shall be specified by written notice from Landlord to Tenant, and upon the date specified in such notice Tenant's right of occupancy hereunder or this Lease and the Term hereby demised and all rights of Tenant under this Lease, including any renewal privileges whether or not exercised, shall expire and terminate, and Tenant shall remain liable as hereinafter provided. Upon such termination by Landlord, Landlord may take back the Premises and use or re-let the Premises as Landlord determines in its sole discretion.

If Tenant shall not use the Premises in the conduct of its business for one hundred eighty (180) or more consecutive business days, unless Tenant is prevented from doing so by a Force Majeure Event, then Landlord, at any time thereafter, may elect without further notice to Tenant, either to terminate Tenant's right to occupy the Premises without terminating this Lease or to terminate the Term hereby demised as of the date of Default or such other date as shall be specified by written notice from Landlord to Tenant, and upon the date specified in such notice

Tenant's right of occupancy hereunder or this Lease and the Term hereby demised and all rights of Tenant under this Lease, including any renewal privileges whether or not exercised, shall expire and terminate, and Tenant shall remain liable as hereinafter provided. Upon such termination by Landlord, Landlord may take back the Premises and use or re-let the Premises as Landlord determines in its sole discretion.

Section 10.2 Bankruptcy.

Any such proceeding or action involving bankruptcy, insolvency, reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future federal bankruptcy act or any other present or future applicable Law, above set forth in Section 10.1 C and D of this Lease, shall be grounds for the termination of this Lease pursuant to the terms of this Article X only when such proceeding, action or remedy shall be taken or brought by or against the then holder of the leasehold estate under this Lease.

Section 10.3 Surrender of Premises.

Upon any such expiration or termination of this Lease, or of Tenant's right of occupancy hereunder, Tenant shall quit and peacefully surrender the Premises to Landlord in the condition required by this Lease and Landlord, upon or at any such expiration or termination, may without further notice, enter upon and re-enter the Premises and possess itself thereof, by force, summary proceedings, ejectment or otherwise, and may dispossess and remove Tenant and all other persons and property from the Premises and may have, hold and enjoy the Premises and the right to receive all rental income of and from the same.

Section 10.4 Reletting.

If this Lease or Tenant's right of occupancy hereunder shall be terminated pursuant to this Article X, or by summary proceedings or otherwise, or if the Premises or any part thereof shall be abandoned by Tenant, or shall become vacant during the Term hereof, Landlord may, but is not obligated to unless required by Law, in its own name if this Lease be terminated, or as agent for Tenant if this Lease not be terminated, use reasonable efforts to relet the Premises or any part thereof, for such term or terms (which may be greater or less than the period which would otherwise have constituted the balance of the term of this Lease) and on such conditions (which may include, without limitation, concessions or free rent and alterations of the Premises) as Landlord, in its uncontrolled discretion, may determine, and may collect and receive the rents therefor. If Landlord is unable to relet the Premises, or in its sole discretion elects not to relet the Premises, Landlord shall in no way be responsible or liable for any failure to relet the Premises or any part thereof, or of any failure to collect any rent due upon such reletting. Nothing in this Section shall be construed to require Landlord to relet the Premises for a use or to a person or entity that Landlord would not be required to accept by assignment or sublet under Section 8.4 of this Lease.

Section 10.5 Remedies.

If a Default occurs, Landlord shall have the rights and remedies hereinafter set forth, which shall be distinct, separate and cumulative and shall not operate to exclude or deprive Landlord of any other right or remedy allowed it under this Lease, at law, in equity or otherwise:

A. No such expiration or termination of this Lease or of Tenant's right of occupancy hereunder, or summary proceedings, abandonment or vacancy, shall relieve Tenant of its liabilities and obligations under this Lease, whether or not the Premises shall be relet. In any such event Tenant shall pay Landlord all rents and all other charges required to be paid by Tenant up to the time of such event. Thereafter:

(1) (i) Tenant, until the end of the Term of this Lease, or what would have been such Term in the absence of any such event, shall be liable to Landlord as damages for Tenant's Default, the equivalent of the amount of all Rent and charges which would be payable under this Lease by Tenant if this Lease were still in effect, less the net proceeds of any reletting effected pursuant to the provisions of Section 10.4, after deducting all Landlord's expenses in connection with such reletting, including, without limitation, all repossession costs, brokerage and management commissions, operating expenses, legal expenses including reasonable attorneys' fees, alteration costs, and expenses of preparation for such reletting.

(ii) Tenant shall pay such current damages (hereinafter "**deficiency**" or "**deficiencies**") to Landlord monthly on the days on which Rent would have been payable under this Lease if this Lease were still in effect, and Landlord shall be entitled to recover from Tenant each monthly deficiency as the same shall arise.

(iii) At any time after the expiration or termination of this Lease pursuant to this Article X, in lieu of collecting any further monthly deficiencies as aforesaid, Landlord shall be entitled to recover from Tenant, and Tenant shall pay to Landlord on demand, as damages, in addition to the damages provided for in Section 10.5D of this Lease, damages computed in the manner set forth in Section 10.5A(2), less any such monthly deficiencies previously recovered from Tenant.

(2) (i) In case of any Default of this Lease mentioned in Section 10.1C and D, Landlord shall immediately and as a result of such Default, without notice or other action by Landlord, become entitled to recover from Tenant, as damages for such breach, in addition to any damages becoming due under Sections 10.5(C) and 10.5(D) of this Lease, an amount equal to the difference between the Rent plus Additional Rent reserved in this Lease from the date of such breach to the date of the expiration of the original term demised and the then fair and reasonable rental value of the Premises for the same period. Said damages shall become due and payable to Landlord immediately upon such breach of this Lease and without regard to whether or not this Lease be terminated, without regard to the manner in which it is terminated. In the computation of such damages, the difference between any installment of Rent thereafter becoming due and the fair and reasonable rental value of the Premises for the period for which such installment was payable shall be discounted to the date of such breach at the rate of not more than four percent (4%) per annum.

(ii) If and so long as the Term of this Lease shall continue, the Rent reserved herein for the unexpired Term of the Lease after a Default mentioned in Sections 10.1(C) and (D) shall be reduced by the amount of such liquidated damages as may be paid to Landlord, such reduction being applied proportionately to each installment of Rent thereafter becoming due. During the continuance of the Lease after such a Default and until such damages

are paid to Landlord, the whole amount of each installment of Rent herein reserved shall be due and payable at the time herein specified, and if, by reason of the subsequent payment of liquidated damages, and the resulting reduction in rental, Landlord shall have received a sum in excess of all installments, as so reduced, becoming due after the Default and before the collection of such damages, such excess shall be refunded upon the receipt of such liquidated damages.

B. If the Premises or any part thereof be relet by Landlord for the unexpired Term of this Lease, or any part thereof, before presentation of proof of such liquidated damages to any court, commission or tribunal, the amount of rent reserved upon such reletting shall prima facie be the fair and reasonable rental value for the part or the whole of the Premises so relet during the term of reletting. Nothing herein contained shall limit or prejudice the right of Landlord to prove for and obtain as liquidated damages by reason of such termination, an amount equal to the maximum allowed by any Law in effect at the time when, and governing the proceedings in which, such damages are to be proved, whether or not such amount be greater, equal to, or less than the amount of the difference referred to above.

C. If this Lease be terminated by summary proceedings or otherwise, or if the Premises are abandoned or become vacant, and whether or not the Premises be relet, Landlord shall be entitled to recover from Tenant, and Tenant shall pay to Landlord, in addition to any damages becoming due under this Article X, the following: an amount equal to all expenses, if any, including reasonable attorneys' fees, incurred by Landlord in recovering possession of the Premises; all reasonable costs and charges for the care of the Premises while vacant; all costs associated with a reletting of the Premises, including broker(s) commission; all which damages shall be due and payable by Tenant to Landlord at such time or times as such expenses are incurred by Landlord.

D. If this Lease be terminated in any manner whatsoever, or if there be any Default of this Lease specified in Sections 10.1(C) and (D), then and in either of such events, Tenant covenants and agrees any other covenant in this Lease notwithstanding:

(i) That the Premises shall be in the same condition as that in which Tenant has agreed to surrender them to Landlord at the expiration of the Term;

(ii) That Tenant, on or before the occurrence of any such event, shall perform any covenant contained in this Lease for the making of any improvements, alterations or betterment to the Premises or for restoring or rebuilding any part thereof; and

(iii) That, for the breach of any covenant above stated in this Section 10.5, Landlord shall be entitled to recover and Tenant shall pay, as a result of such breach, without notice or other action by Landlord, the then cost of performing such covenant.

Section 10.6 Waiver of Re-Entry.

Tenant hereby expressly waives, so far as permitted by Law, the service of any notice of intention to re-enter provided for in any statute, and except as otherwise provided herein, Tenant (including any leasehold mortgagee or other creditor) also waives any and all rights of the

redemption or re-entry or repossession, in case Tenant shall be dispossessed by a judgment or by warrant of any court or judge, or in case of re-entry or repossession by Landlord or in case of any expiration or termination of this Lease. The terms "enter", "re-enter", "entry" or "re-entry" as used in this Lease are not restricted to their technical legal meanings.

Section 10.7 Landlord's Nonwaiver.

No failure by Landlord to insist upon the strict performance of any agreement, term, covenant or condition of this Lease or to exercise any right or remedy consequent upon a breach thereof or a Default, and no acceptance of full or partial Rent during the continuance of any such breach or Default, shall constitute a waiver of any such breach or Default, or of such agreement, term, covenant or condition. No agreement, term, covenant or condition hereof to be performed or complied with by Tenant, and no breach thereof, shall be waived, altered or modified except by a written instrument executed by Landlord. No waiver of any breach or Default shall affect or alter this Lease, but each and every agreement, term, covenant and condition of this Lease shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

Section 10.8 Injunction, Other Remedies.

In the event of any breach, threatened breach or Default by Tenant of any of the agreements, terms, covenants or conditions contained in this Lease, Landlord shall be entitled to enjoin such breach, threatened breach or Default and shall have the right to invoke any right and remedy allowed at law or in equity or by Law or otherwise as though re-entry, summary proceedings, and other remedies were not provided for in this Lease.

Section 10.9 Remedies Cumulative.

Each right and remedy provided for in this Lease shall be cumulative and shall be in addition to every other right or remedy provided for in this Lease or now or hereafter existing at law or in equity or by Law or otherwise, and the exercise or beginning of the exercise by Landlord or Tenant of any one or more of the rights or remedies provided for in this Lease or now or hereafter existing at law or in equity or by Law or otherwise shall not preclude the simultaneous or later exercise by the party in question of any or all other rights or remedies provided for in this Lease or now or hereafter existing at law or in equity or by Law or otherwise.

Section 10.10 Holdover by Tenant.

In the event Tenant remains in possession of the Premises after the expiration or termination of the Term, and without the execution of a new lease, Tenant, at the option of Landlord, shall be deemed to be occupying the Premises as a tenant from month to month, at twice the most recent monthly Base Rent, or One Thousand Dollars (\$1,000) a day, whichever is greater, subject to all the other conditions, provisions and obligations of this Lease insofar as the same are applicable to a month-to-month tenancy. In addition to the foregoing, Tenant shall pay Landlord for all damages, consequential as well as direct, sustained by reason of Tenant's retention of possession.

Section 10.11 Landlord's Right to Cure Defaults.

Landlord may, but shall not be obligated to, cure, at any time, without notice, any Default by Tenant under this Lease; and whenever Landlord so elects, all costs and expenses incurred by Landlord including without limitation reasonable attorney's fees together with interest on the

amount of costs and expenses so incurred at the lesser of: (i) the maximum legal rate then in effect in the State in which the Premises is located or (ii) the Default Rate, shall be paid by Tenant to Landlord on demand.

Section 10.12 Security Deposit. [INTENTIONALLY DELETED]

ARTICLE XI. MISCELLANEOUS PROVISIONS

Section 11.1 Landlord's Consent.

Any consent required of Landlord under this Lease must be in writing.

Section 11.2 Force Majeure.

Except for the payment of Rent, if either party shall be delayed or prevented from the performance of any act required under this Lease by reason of labor troubles of a third party, an act of God, inability to obtain materials, failure of power, riots or war (each, a "**Force Majeure Event**"), the period for the performance of any such act shall be extended for a period equivalent to the period of such delay, or until the last day of the Term, whichever is less, the parties acknowledging that a Force Majeure Event shall not extend the Term.

Section 11.3 Adjacent Excavation-Shoring.

If an excavation shall be made upon land adjacent to the Premises, or shall be authorized to be made, Tenant shall afford to the person causing or authorized to cause such excavation a license to enter upon the Premises for the purpose of doing such work as said person shall deem necessary to preserve the wall or the building of which the Premises form a part.

Section 11.4 Security.

Landlord has no obligation or responsibility, whatsoever, to provide or oversee security or security services for the Premises, the Building, or the Parking Lot; but Landlord may, in its sole discretion, provide security or retain a security service. Tenant hereby releases and agrees to indemnify, defend and hold harmless Landlord and Landlord's agents and employees from any and all loss, cost, expense (including reasonable attorneys' fees), liability, suits, claims, damages or the like of any and every kind, nature and description whatsoever, and waives any and all claims for damage to person or property sustained by Tenant or any Tenant Parties relating to, resulting from or in any way deriving from the provision, supervision, effectiveness, scope, sufficiency, insufficiency or absence of security or security services for or with respect to the Premises, Building, or the Parking Lot.

Section 11.5 Tenant's Conflicts.

Tenant hereby covenants, warrants and represents that by executing this Lease and by the operation of the Premises under this Lease, it is not violating, has not violated and will not be violating any restrictive covenant or agreement contained in any other lease or contract affecting the Tenant or any affiliate, associate or any other person or entity with whom or with which Tenant is related or connected financially or otherwise. Tenant hereby covenants and agrees to defend, indemnify and save harmless Landlord, any future owner of the fee or any part thereof, and any lender thereof against and from all liabilities, obligations, damages, penalties, claims,

costs and expenses, including attorneys' fees, paid, suffered or incurred by them or any of them as a result of any breach of the foregoing covenant. Tenant's liability under this covenant extends to the acts and omissions of any sub-tenant, and any agent, servant, employee or licensee of any sub-tenant of Tenant.

Section 11.6 Notices.

Any notice or demand required or sent pursuant to this Lease shall be in writing, shall be served on the parties at the address specified in Article I of this Lease and shall be hand-delivered, sent via overnight courier service, or mailed by registered or certified mail, return receipt requested. Notices sent by hand delivery or certified mail shall be effective upon receipt or refusal thereof. Notices sent by overnight courier service shall be effective one (1) business day after delivery to the courier service.

Section 11.7 Brokerage. Tenant warrants that it has no dealings with any broker or agent in connection with this Lease and covenants to pay, hold harmless, defend and indemnify Landlord for any commissions and charges claimed by any other broker or other agent with respect to this Lease or the negotiation thereof.

Section 11.8 Relationship of the 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, of partnership or of joint venture between the parties hereto, it being understood and agreed that neither the method of computation of rent nor any other provision contained herein, nor any acts of the parties hereto, shall be deemed to create any other relationship than that of Landlord and Tenant.

Section 11.9 Singular, Plural and Gender.

Whenever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders, as applicable.

Section 11.10 Estoppel Certificates.

At any time and from time to time, Tenant shall upon request in writing from Landlord, execute, acknowledge and deliver to Landlord a statement in writing certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified, stating such modifications), the dates to which the Additional Rent and other charges have been paid and such other information as Landlord or its lender may reasonably request.

Section 11.11 Short Form Lease.

Tenant agrees not to record this Lease.

Section 11.12 Applicable Law.

The Laws of the State of Illinois shall govern the validity, performance and enforcement of this Lease.

Section 11.13 Execution of Lease.

This Lease shall become effective and binding only upon the full execution by Landlord and Tenant. All negotiations, considerations, representations and understandings between Landlord and Tenant relating to the Premises are incorporated herein. This Lease may be modified or altered only by agreement in writing between the parties. This Lease and any document or instrument executed pursuant hereto may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

Section 11.14 Binding Effect of Lease.

The covenants, agreements and obligations contained in this Lease, except as herein otherwise specifically provided, shall be joint and several and shall extend to, bind and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors and assigns. Landlord at any time and from time to time may make an assignment of its interest in this Lease, and, in the event of such assignment and the assumption by the transferee of the covenants and agreements to be performed by Landlord herein, Landlord and its successors and assigns (other than the transferee of this Lease) shall be released from any and all liability hereunder.

Section 11.15 Headings.

The headings or captions of the several Articles and Sections of this Lease are for convenience and reference only, and in no way define, limit or construe the contents or intent of such Articles or Sections.

Section 11.16 Time of Essence.

Time is hereby declared to be of the essence of this Lease and of each and every covenant, term, condition, and provision hereof.

Section 11.17 Partial Invalidity.

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

Section 11.18 Survival.

Any obligations of Tenant that are specifically stated to survive, or that by their nature would require performance after the cancellation, expiration or termination of this Lease (including without limitation Tenant's obligation to indemnify Landlord or to pay for Tenant's Work if Tenant has commenced Tenant's Work), shall survive the cancellation, expiration or termination of this Lease.

Section 11.19 Effective Date.

Notwithstanding the parties' execution of this Lease, this Lease shall terminate at 5:00 p.m. on March 31, 2017 (the "**Effective Date**") if the following two events have not occurred: (a) Landlord, Tenant and the Hotel Owner are unable to negotiate and execute a mutually acceptable written modification to the Declaration, as described in Section 1.1Q, and (b) Landlord and Tenant are unable to negotiate and execute a mutually acceptable amendment to this Lease as

may be necessary or appropriate to incorporate the terms of such modification into this Lease (such agreements, the "Modification Documents").

If this Lease terminates pursuant to the above paragraph, neither Landlord nor Tenant shall have any right to any damages or remedies against the other party (or the Hotel Owner) for such termination.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

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

TENANT:

ONWARD MSO, LLC
an Illinois limited liability company

By: 

Michael Olszewski
Sole Member

LANDLORD:

LOYOLA UNIVERSITY OF CHICAGO, a
an Illinois not-for-profit corporation

By: 

Wayne Magdziak
Senior Vice President
Capital Planning and
Campus Development

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Jennifer Marcucci, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Wayne Magdziarz, personally known to me to be the Senior Vice President for Capital Planning and Campus Management of LOYOLA UNIVERSITY OF CHICAGO (the "University"), personally known to me to be the same person whose name is subscribed to the foregoing instrument as such appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act pursuant to authority granted by the University for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 22nd day of March, 2017.

My Commission Expires: 9/30/18

Jennifer Marcucci
Notary Public



STATE OF ILLINOIS)
COUNTY OF COOK) SS

I, DARNELL A. GUTIERREZ, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that MICHAEL OLSZEWSKI personally known to me be the Manager of ONWARD MSO, LLC, an Illinois limited liability company (the "Company"), personally known to be the same person whose name is subscribed to the foregoing instruments, appeared before me this date in person and severally acknowledge that he signed and delivered the said instrument in such capacity as his free and voluntary act, pursuant to authority granted by the Company for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 27th day of April, 2017.

My Commission Expires:

Darnell A. Gutierrez
Notary Public



EXHIBIT A

LEGAL DESCRIPTIONS OF PARCELS

[See Attachment]

Loyola Parcel Legal Description

LOYOLA PARCEL 1 (PARCEL 1 ON SURVEY):

LOTS 1, 2 AND 3 IN HORACE A. GOODRICH'S SUBDIVISION OF BLOCK 9 IN THE NORTH SHORE BOULEVARD SUBDIVISION, BEING A SUBDIVISION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 (EXCEPT THE SOUTH 30 ACRES THEREOF) OF SECTION 32, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, AS SHOWN ON THE PLAT OF SAID GOODRICH'S SUBDIVISION RECORDED MARCH 13, 1891 AS DOCUMENT NUMBER 1432972; SAID PARCEL HAVING NO LOWER LIMIT, AND HAVING AS AN UPPER LIMIT A HORIZONTAL PLANE OF ELEVATION +9.50 FEET (CHICAGO CITY DATUM).

LOYOLA PARCEL 2 (PARCEL 2 ON SURVEY):

THAT PART OF LOTS 1, 2 AND 3 IN HORACE A. GOODRICH'S SUBDIVISION OF BLOCK 9 IN THE NORTH SHORE BOULEVARD SUBDIVISION, BEING A SUBDIVISION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 (EXCEPT THE SOUTH 30 ACRES THEREOF) OF SECTION 32, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, AS SHOWN ON THE PLAT OF SAID GOODRICH'S SUBDIVISION RECORDED MARCH 13, 1891 AS DOCUMENT NUMBER 1432972, BOUNDED AND DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHEAST CORNER OF LOT 1 AFORESAID; THENCE WEST, ALONG THE NORTH LINE OF SAID LOT 1, BEING ALSO THE SOUTH LINE OF WEST ALBION AVENUE, 50.27 FEET TO A POINT 99.73 FEET EAST OF THE NORTHWEST CORNER OF SAID LOT 1; THENCE SOUTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 46.20 FEET; THENCE EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 6.21 FEET; THENCE SOUTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 25.96 FEET; THENCE WEST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 30.43 FEET; THENCE SOUTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 39.66 FEET; THENCE EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 32.93 FEET; THENCE SOUTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 9.27 FEET; THENCE WEST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 19.93 FEET; THENCE NORTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 3.33 FEET; THENCE WEST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 13.42 FEET; THENCE SOUTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 22.75 FEET; THENCE WEST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 6.21 FEET; THENCE SOUTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 19.48 FEET TO A POINT ON THE SOUTH LINE OF LOT 3 AFORESAID, SAID POINT BEING 68.54 FEET EAST OF THE SOUTHWEST CORNER THEREOF; THENCE EAST, ALONG SAID SOUTH LINE, 81.46 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE NORTH, ALONG THE EAST LINE OF LOTS 1, 2 AND 3 AFORESAID, BEING ALSO THE WEST LINE OF NORTH SHERIDAN ROAD, 160.00 FEET TO THE HEREINABOVE DESIGNATED PLACE OF BEGINNING;

SAID PARCEL HAVING AS A LOWER LIMIT A HORIZONTAL PLANE OF ELEVATION +9.50 FEET (CHICAGO CITY DATUM), AND HAVING AS AN UPPER LIMIT, A HORIZONTAL PLANE OF ELEVATION +25.80 FEET (CHICAGO CITY DATUM).

Hotel Parcel Legal Description

HOTEL PARCEL 1 (PARCEL 3 ON SURVEY):

THAT PART OF LOTS 1, 2 AND 3 IN HORACE A. GOODRICH'S SUBDIVISION OF BLOCK 9 IN THE NORTH SHORE BOULEVARD SUBDIVISION, BEING A SUBDIVISION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 (EXCEPT THE SOUTH 30 ACRES THEREOF) OF SECTION 32, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, AS SHOWN ON THE PLAT OF SAID GOODRICH'S SUBDIVISION RECORDED MARCH 13, 1891 AS DOCUMENT NUMBER 1432972, BOUNDED AND DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHEAST CORNER OF LOT 1 AFORESAID; THENCE WEST, ALONG THE NORTH LINE OF SAID LOT 1, BEING ALSO THE SOUTH LINE OF WEST ALBION AVENUE, 50.27 FEET TO A POINT 99.73 FEET EAST OF THE NORTHWEST CORNER OF SAID LOT 1, SAID POINT BEING THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE SOUTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 46.20 FEET; THENCE EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 6.21 FEET; THENCE SOUTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 25.96 FEET; THENCE WEST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 30.43 FEET; THENCE SOUTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 39.66 FEET; THENCE EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 32.93 FEET; THENCE SOUTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 9.27 FEET; THENCE WEST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 19.93 FEET; THENCE NORTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 3.33 FEET; THENCE WEST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 13.42 FEET; THENCE SOUTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 22.75 FEET; THENCE WEST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 5.21 FEET; THENCE SOUTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 19.48 FEET TO A POINT ON THE SOUTH LINE OF LOT 3 AFORESAID, SAID POINT BEING 81.46 FEET WEST OF THE SOUTHEAST CORNER THEREOF; THENCE WEST, ALONG SAID SOUTH LINE, 68.54 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE NORTH, ALONG THE WEST LINE OF LOTS 1, 2 AND 3 AFORESAID, BEING ALSO THE EAST LINE OF A 16.00 FOOT PUBLIC ALLEY, 160.00 FEET TO THE NORTHWEST CORNER OF LOT 1 AFORESAID; THENCE EAST, ALONG THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 99.73 FEET TO THE HEREINABOVE DESIGNATED PLACE OF BEGINNING; SAID PARCEL HAVING AS A LOWER LIMIT A HORIZONTAL PLANE OF ELEVATION +9.50 FEET (CHICAGO CITY DATUM), AND HAVING NO UPPER LIMIT.

HOTEL PARCEL 2 (PARCEL 4 ON SURVEY):

THAT PART OF LOTS 1, 2 AND 3 IN HORACE A. GOODRICH'S SUBDIVISION OF BLOCK 9 IN THE NORTH SHORE BOULEVARD SUBDIVISION, BEING A SUBDIVISION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 (EXCEPT THE SOUTH 30 ACRES

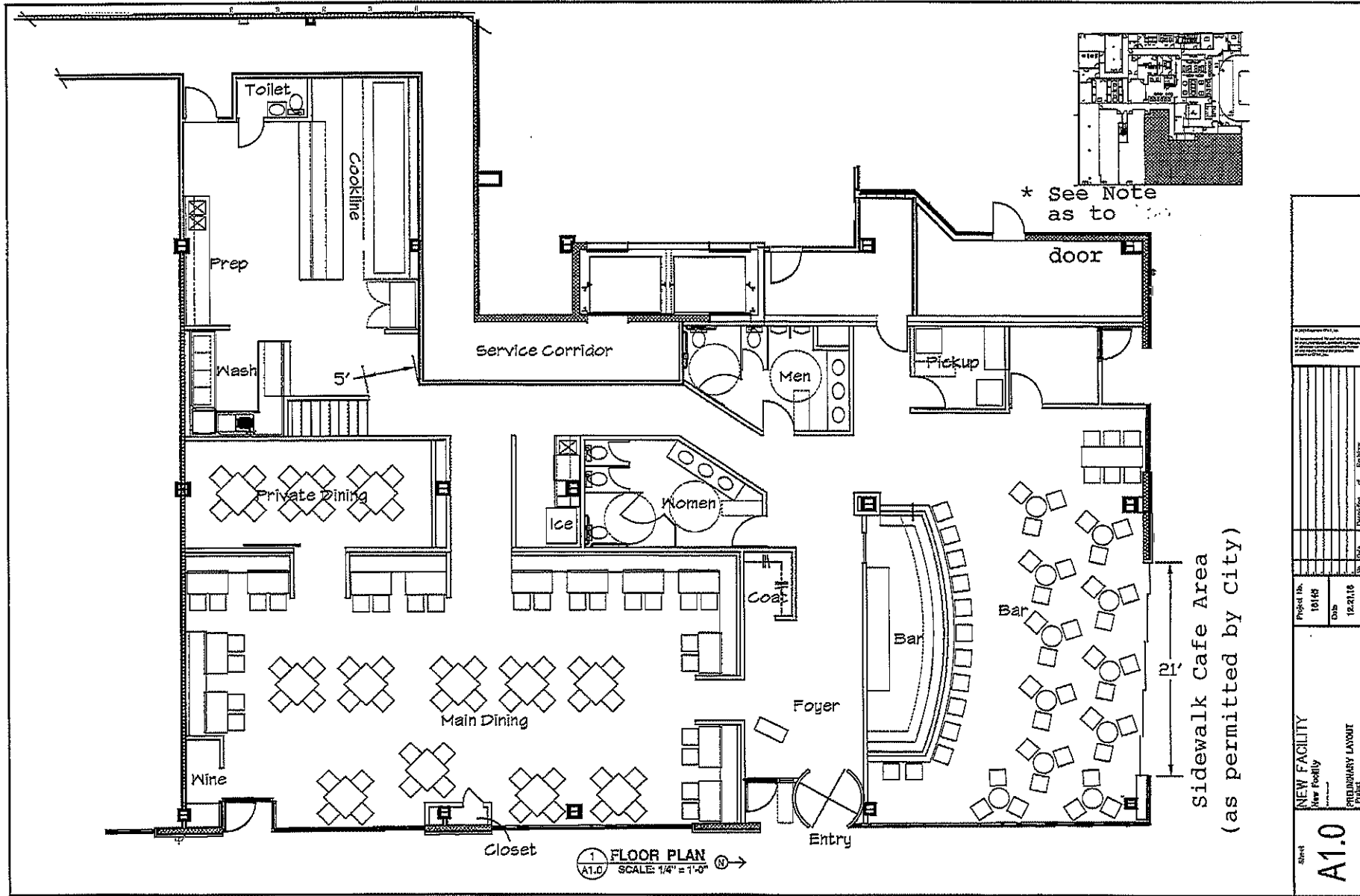
THEREOF) OF SECTION 32, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, AS SHOWN ON THE PLAT OF SAID GOODRICH'S SUBDIVISION RECORDED MARCH 13, 1891 AS DOCUMENT NUMBER 1432972, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 1 AFORESAID; THENCE WEST, ALONG THE NORTH LINE OF SAID LOT 1, BEING ALSO THE SOUTH LINE OF WEST ALBION AVENUE, 50.27 FEET TO A POINT 99.73 FEET EAST OF THE NORTHWEST CORNER OF SAID LOT 1; THENCE SOUTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 46.20 FEET; THENCE EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 6.21 FEET; THENCE SOUTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 25.96 FEET; THENCE WEST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 30.43 FEET; THENCE SOUTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 39.66 FEET; THENCE EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 32.93 FEET; THENCE SOUTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 9.27 FEET; THENCE WEST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 19.93 FEET; THENCE NORTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 3.33 FEET; THENCE WEST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 13.42 FEET; THENCE SOUTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 22.75 FEET; THENCE WEST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 5.21 FEET; THENCE SOUTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 19.48 FEET TO A POINT ON THE SOUTH LINE OF LOT 3 AFORESAID, SAID POINT BEING 68.54 FEET EAST OF THE SOUTHWEST CORNER THEREOF; THENCE EAST, ALONG SAID SOUTH LINE, 81.46 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE NORTH, ALONG THE EAST LINE OF LOTS 1, 2 AND 3 AFORESAID, BEING ALSO THE WEST LINE OF NORTH SHERIDAN ROAD, 160.00 FEET TO THE HEREINABOVE DESIGNATED PLACE OF BEGINNING; SAID PARCEL HAVING AS A LOWER LIMIT A HORIZONTAL PLANE OF ELEVATION +25.80 FEET (CHICAGO CITY DATUM), AND HAVING NO UPPER LIMIT.

EXHIBIT B

PREMISES

[See Attachment]



* The door to the lobby is subject to architectural and Hotel Owner approval. If such approval is not obtained, Exhibit B and Tenant's Work shall be modified accordingly.

EXHIBIT C

TENANT'S EXTERIOR SIGNS

[See Attachment; To Come]

EXHIBIT D

DESCRIPTION OF TENANT'S WORK

All improvements, fixtures, equipment, and other work necessary to build-out the Premises to enable Tenant's operation for Tenant's Permitted Use

EXHIBIT E

DESCRIPTION OF LANDLORD'S WORK

There is no Landlord's Work to be performed after the Execution Date.

EXHIBIT F

RULES AND REGULATIONS

Tenant covenants and agrees that:

- (a) Except as specifically provided in the Lease, Tenant shall not affix or maintain outside the Premises including the exterior of the glass panes and supports of the show windows (and within twenty four (24) inches of any window), doors and the exterior walls of the Premises, or any place within the Premises if intended to be seen from the exterior of the Premises, any signs, advertising placards, names, insignia, notices, trademarks, descriptive material or any other such like item or items, without the prior written approval of Landlord, appropriate governmental authorities and civic bodies. Landlord shall have the right, without giving prior notice to Tenant and without any liability for damage to the Premises reasonably caused thereby, to remove any of the same from the Premises, except such as shall have first received written approval of Landlord as to size, type, color, location, copy, nature and display qualities, or to require removal of any unapproved or non-compliant signs. No symbol, design, name, mark or insignia of Landlord shall be used by Tenant without the prior written consent of Landlord. All signs located in the interior of the Premises which are visible from the exterior shall be in good taste so as not to distract from the general appearance of the Premises or the Building.
- (b) No awnings or other projections shall be attached by or on behalf of Tenant to the exterior walls of the Premises or the Building without the prior written consent of Landlord.
- (c) All loading and unloading of goods by or on behalf of Tenant shall be done only at such times, in the same areas and through the entrances designated for such purpose by Landlord.
- (d) Tenant shall not place or permit any obstructions or merchandise in the service corridors, sidewalks, entrances, passageways, courts, corridors, elevators or stairways.
- (e) Tenant assumes full responsibility for securing and protecting the Premises, which includes keeping non-customer doors locked and other means of entry to the Premises closed and secured and Tenant will cooperate and participate in all security programs, if any, affecting the Loyola Property and any Common Areas.
- (f) Tenant shall obtain and maintain all permits and licenses necessary to conduct its business.
- (g) Except as specifically provided in the Lease, Tenant shall not place or maintain any temporary fixture for the display or merchandise in front of or within any entrance to the Premises which is visible from within six (6) feet of the front lease line of the Premises or within three (3) feet of any recessed entry of the Premises, and Landlord shall have the right, without giving prior notice to Tenant and without any liability for damage to the Premises or Tenant's

merchandise, to remove any of the same from the Premises, except such as shall have first received the written approval of Landlord as to size, color, location, nature and display qualities.

(h) Tenant shall not place objects against glass partitions or doors or windows which would be unsightly from the street or sidewalk and will promptly remove same upon notice from Landlord.

(i) Tenant shall pay Base Rent and Additional Rent to Landlord in accordance with the attached Wire Transfer Instructions.

EXHIBIT G

CONFIRMATION OF LEASE TERMS

THIS CONFIRMATION OF LEASE TERMS (this “**Agreement**”) is made and agreed upon as of this ____ day of _____, 2017, by and between LOYOLA UNIVERSITY OF CHICAGO, an Illinois not-for-profit corporation (“**Landlord**”), and ONWARD, LLC, an Illinois limited liability company (“**Tenant**”).

WITNESSETH

WHEREAS, Landlord and Tenant have previously entered into that certain Lease dated February ____, 2017 (the “**Lease**”), covering certain premises in the building (the “**Building**”) located at 6566-90 N. Sheridan Road, Chicago, Illinois, as more particularly described in the Lease; and

WHEREAS, Landlord and Tenant wish to set forth their agreements as to the commencement of the term of the Lease.

NOW, THEREFORE, in consideration of the foregoing, the parties hereto mutually agree as follows:

1. For the purpose of confirming the establishment of the Rent Commencement Date, as required by the provisions of the Lease, Landlord and Tenant hereby agree that:

a. The date of _____, 2017, is hereby established as the “**Rent Commencement Date**” of the Lease.

b. The date of _____, 2027, is hereby established as the “**Expiration Date**” of the Lease.

2. Tenant has accepted possession of the Premises in accordance with the terms of the Lease.

3. This Agreement and each and all provisions hereof shall inure to the benefit of, or bind, as the case may require, the parties hereto and their respective heirs, successors and assigns. In the event of any conflict between the terms of the Lease and the terms of this Agreement, the terms of this Agreement shall control.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first written above.

TENANT:

ONWARD MSO, LLC
an Illinois limited liability company

By: _____
Manager

LANDLORD:

LOYOLA UNIVERSITY OF CHICAGO, a
an Illinois not for profit corporation

By: _____
Wayne Magdziarz
Senior Vice President
Capital Planning and
Campus Development

EXHIBIT H

DECLARATION EXCERPTS

[See Attachment]

Loyola and the Hotel Owner shall use the separate trash areas depicted on Exhibit G, attached hereto and made a part hereof to locate, place, maintain and remove their respective trash receptacles (including, but not limited to, dumpsters) for the disposal of the refuse generated by the Parcels. Each Owner shall, at such Owner's expense, maintain its trash receptacles, dispose of its trash, and otherwise make use of its trash area so as to maintain its receptacles and such trash area in a clean and sightly condition, in accordance with all applicable Laws. For so long as the Hotel Parcel is being operated as a hotel, Loyola shall not place or remove (or permit its tenants to place or remove) any trash in the Retail Trash Collection Area prior to 7:00 a.m. or after 9:00 p.m., unless such use does not generate any noise that can be heard by hotel guests.

SECTION V ELEVATOR

5.1 Elevator Ownership and Operation

A. The Hotel Owner will own the elevator included in the Hotel Parcel which runs from the first floor to the sixth floor (the "Elevator"). Loyola and Loyola's Permitted Parties shall not have the right to use such Elevator except when necessary to access the Roof to maintain, repair or replace Loyola's Roof Equipment or in an Emergency Situation.

B. The parties acknowledge and agree that the Elevator is part of the Hotel Owner Equipment, and the Hotel Owner shall solely be responsible for the inspection, maintenance, repair and replacement of the Elevator.

SECTION VI RIGHTS RESERVED

6.1 Changes in Use. Except as expressly prohibited or limited by other provisions of this Agreement, including, without limitation, Sections 3 and 7 hereof, each Owner reserves and shall have the right to change, from time to time, the use of those portions of the Improvements owned by such Owner as such Owner may desire, provided only that each Parcel's use shall comply with all applicable Laws.

6.2 Signs, Awnings and Banners.

A. Loyola Signs. Loyola and the Loyola Permitted Parties shall have the right to place and maintain awnings, canopies, signs, banners and other similar types of displays on the interior and exterior of Loyola Parcel and related to the Loyola Parcel's (and its tenants') operations (collectively, the "Loyola Signs"). While the Hotel Parcel is being operated as a hotel pursuant to Section 7.3(A) hereof, off-premise signs (as defined in Municipal Code Section 17-17-02108) are not permitted. After the Hotel Parcel is no longer operated as a hotel pursuant to Section 7.3(A) hereof, off-premise signs, if then permitted under applicable Laws, shall not materially alter the overall architectural and aesthetic appearance of the exterior of the Building,

other governmental licenses or permits relating solely to such Owner's Parcel (or the public way adjacent to such owner's Parcel, such as, for example a grant of privilege for a sidewalk café operated as an extension of the business of a tenant located in the Loyola Improvements), and (b) zoning variations or any special use permits relating to the Owner's Parcel which do not violate any express prohibitions or restrictions set out in this Agreement, or change the zoning classification and zoning requirements for the other Owner's Parcel, including height, bulk, density and parking limitations applicable thereto; and (ii) use, occupy, possess, lease or otherwise deal with its Parcel and Improvements, in a manner that does not violate Section 3 or Section 6 or any other express provision of this Agreement.

C. To the extent required by the City, the Hotel Owner will be responsible for performing any exterior Building wall examinations and the filing of any exterior wall report for the Building except that each Owner will be responsible for and control examinations related to the signs on its Parcel. Each Owner will pay its Proportionate Share of the cost of inspections, reports and repairs related to any exterior Building wall report as a Shared Cost provided that any repairs required due to signs on such Owner's Parcel shall be paid by the Owner of such Parcel. The costs of any inspection limited to the Building walls owned by a single Owner shall be paid for by such Owner.

7.2 Restrictions on Use of Loyola Parcel. In addition to at all times complying with all applicable Laws, Loyola agrees to and covenants to comply with the following use restrictions that shall run with the Loyola Parcel as covenants running with the land:

A. For so long as the Hotel Parcel is being operated as a hotel, Loyola shall not use, nor permit any tenant to use the Loyola Parcel for any of the following uses: (i) office, medical, construction company, time share sales, service industries (other than food service), hair salons, nail salons, body art services, massage establishments, hookah bars, or discount retailers (such as Dollar Stores); (ii) the sale of packaged liquor or other alcoholic beverages (other than sale of alcoholic beverages by a licensed restaurant whose sales of alcohol are not more than 50% of their gross revenues); (iii) pawnshops; (iv) adult book stores and adult entertainment directed toward prurient interests or other "adult use" as defined in the Municipal Code as in effect as of the date hereof; (v) medical clinics, social service agencies, or other offices performing and offering sterilization or abortion services; (vi) any third party educational, medical or health service related purposes uses. Notwithstanding the foregoing, or anything in Section 7.2B below or Exhibit H to the contrary, subject to the Hotel Owner's prior written consent and approval, which shall not be unreasonably withheld or delayed, Loyola may lease the Loyola Parcel for any of the following: professional offices (e.g., a law firm, an insurance company, a real estate company, an architect, an accountant, a tax service firm); medical, dental, or eye care offices; a health service related purpose (e.g., Athleticco); a service industry (e.g., ServiceMaster); or personal services in the nature of a national or local "higher end" hair care business or personal salon or spa (e.g., Hair Cuttery, Massage Envy).

B. For so long as the Hotel Parcel is being operated as a hotel, Loyola shall use the Loyola Parcel only for those permitted uses allowed under the Property's B3-5 zoning classification and circled on Exhibit H to this Agreement (subject to the limiting note on the first page of Exhibit H) as allowable uses, including university-related uses and restaurant uses,

provided that no such use generates odors (other than normal odors customarily generated by a food service business) or noise that would unreasonably interfere with or detract from the services provided by the Hotel Parcel and that such use shall have hours that do not extend past 11:00 p.m. on Monday through Thursday nights and past 1:00 a.m. on Friday, Saturday and Sunday nights (provided that after 10:00 p.m. the noise level from the Loyola Parcel must be at a level so that it cannot be heard from the second floor (i.e., the lowest guest room floor) guest rooms of the Hotel Parcel.

C. For ten (10) years after Substantial Completion, and provided that the Hotel Parcel is being operated as a hotel, Loyola shall not develop or permit any development of or convert any existing Loyola Property to any hotel uses nor sell or transfer any Loyola Property to any third party for the development of a hotel. As used herein, (i) "Loyola Property" shall mean any property which is owned by Loyola as of the date of execution of this Agreement and/or is acquired by Loyola after the execution of this Agreement and, in either case, is located within five miles of the Property, and (ii) "hotel uses" and "development of a hotel" shall mean the development of a nationally recognized franchise and/or third party owned and/or operated hotel, and/or the development of a university owned and/or operated hotel, or the conversion of a building (or portion of a building), for hotel uses. Hotel Owner acknowledges and agrees that the foregoing prohibition does not apply to (x) the Flats at Loyola Station, an existing student-run entrepreneurial business at Loyola's Lake Shore Campus that currently provides seven (7) rooms for lodging provided that such business is run by students or another department or division of Loyola University, does not increase its rooms by more than five rooms (i.e., to more than twelve (12) rooms) and is not run under a nationally recognized brand, nor to (y) University Lodging Exempt Uses.

For a five year period after the ten (10) year limitation set forth above (i.e., during years 11-15 after Substantial Completion), if Loyola determines that it would like to develop a hotel and/or sell or otherwise transfer any of the Loyola Property to a developer to develop a hotel within five miles of the Property (an "Additional Hotel"), Loyola shall give written notice of such interest to the Hotel Owner. Such written notice shall include a reasonably detailed description of the development proposal for the Additional Hotel including, at a minimum, the intended location, the approximate number of rooms, and Loyola's contribution to the development (whether in the form of land, financial assistance, or otherwise), and any booking and marketing commitments that Loyola intends to make (such written notice, the "Hotel Notice of Offer"). The following procedures shall then apply:

- (i) The Hotel Owner shall have right, at its option (the "Additional Hotel ROFO"), to develop the Additional Hotel in accordance with the terms and conditions set forth in the Hotel Notice of Offer. Such Additional Hotel ROFO shall be exercised by the Hotel Owner giving written notice of its intent to accept within thirty (30) days after the Hotel Owner's receipt of the Hotel Notice of Offer ("Hotel Notice of Election"). Failure to give such Hotel Notice of Election within such time period shall be deemed the Hotel Owner's waiver of the Additional Hotel ROFO.

- (ii) If the Hotel Owner delivers a Hotel Notice of Election, the parties shall then, within sixty (60) days after such delivery, enter into a contract incorporating the material terms contained in the Hotel Notice of Offer. If the Hotel Owner, without cause (and not due to ongoing negotiations between the Hotel Owner and Loyola), fails to execute a contract with Loyola within the sixty (60) day period after the Hotel Notice of Election, Loyola shall be free to pursue the development of the Additional Hotel with a third party free of the Additional Hotel ROFO on during the eighteen (18) month period following such sixty (60) day period. However, if Loyola fails to close an agreement for the development of the Additional Hotel within such eighteen (18) month period, the Hotel Owner's Additional Hotel ROFO shall be reinstated and shall apply to any further development of an Additional Hotel by Loyola. If the Hotel Owner executes a contract with Loyola but thereafter defaults under such contract, the Hotel Owner's Additional Hotel ROFO shall be deemed waived, and Loyola shall have the rights to pursue the development of the Additional Hotel with a third party free of the Additional Hotel ROFO.
- (iii) If the Hotel Owner does not deliver its Hotel Notice of Election, and if Loyola thereafter agrees to accept an offer to develop an Additional Hotel wherein Loyola agrees to make a financial contribution (whether in the form of land, money, or otherwise) or a reduction in purchase price that equates to at least five percent (5%) greater in value than the overall economic benefit to be provided by Loyola in the Hotel Notice of Offer, then the Hotel Owner's Additional Hotel ROFO shall be reinstated and Loyola shall be required in each such instance to re-offer the Additional Hotel development proposal to the Hotel Owner based on such greater financial contribution in accordance with this Section 7.2C.

D. For so long as the Hotel Parcel is being operated as a hotel, Loyola shall not perform (or permit its tenants to perform) any construction or work on the Loyola Parcel prior to 9:00 a.m. or after 7:00 p.m. ("**Construction Hours**").

E. In making use of the Loading Dock Area and accepting deliveries, neither Loyola nor the Loyola Permitted Parties shall go through and/or use the lobby of the Hotel Parcel, without the Hotel Owner's (or the hotel manager's) consent.

F. Loyola shall at all times use commercially reasonable efforts (including the retaining of a third party broker) to lease the tenant spaces in the Loyola Parcel, and to maintain such tenant spaces in a clean, lighted, and well-maintained condition, including without limitation using window treatments and other appropriate screening and lighting to make vacant space as attractive as commercially reasonable.

G. For so long as the Hotel Parcel is being operated as a hotel, Loyola agrees that if it enters into any lease for space in the Loyola Improvements for a sit down restaurant and bar, the Hotel Owner shall have the right, at its sole option, to construct and maintain, at the Hotel Owner's expense, an opening into such tenant space from the lobby of the Hotel Parcel, (unless such access is not feasible given the Plans).

repaired, restored or constructed shall be such as to fully permit and facilitate the originally-intended benefits, use and enjoyment of all of, and as not to diminish, limit, interfere with or adversely affect in any way any, the easements and other rights granted to either Owner; (c) such construction shall not have any adverse effect on the structural integrity of any portion of the Improvements or the operation of any Shared Equipment; (d) such construction shall not materially and adversely impair the other Owner's ability to operate its business(es) on such Owner's Parcel; and (e) the Improvements as so repaired, restored or constructed shall not violate any applicable Laws. Notwithstanding the foregoing, if a tenant leasing space in the Loyola Parcel has the right to terminate such lease upon the occurrence of a casualty event, Loyola's obligation to restore such space shall be limited to restoring the premises to a "vanilla box" condition suitable for releasing to a new tenant.

B. Subject to Section 7.5E below as to Common Improvements, Loyola shall own, and pay and be solely responsible for the maintenance, repair and replacement of all of the Loyola Improvements and the utility lines, and all pipes, wires, cables and other facilities and other Improvements related thereto. Loyola covenants and agrees that it will keep all such Loyola Improvements and equipment in good and safe condition and repair and in compliance with all applicable Laws. If Loyola (or a tenant of Loyola's) operates a restaurant or food service operation on the Loyola Parcel, Loyola shall also, at its sole cost and expense, inspect, maintain, repair and replace any waste and exhaust systems, grease traps, piping, fans, ducts and related equipment used in the operation of such restaurant or food service operation so that the same at all times are kept in a sanitary, working condition.

C. Subject to Section 7.5E below as to Common Improvements, the Hotel Owner shall own, and pay and be solely responsible for the maintenance, repair and replacement of all of the Hotel Improvements and the utility lines, pipes, wires, cables and other facilities and other improvements related thereto. Hotel Owner covenants and agrees that it will keep all such Hotel Improvements and equipment in good and safe condition and repair and in compliance with all applicable Laws. If the Hotel Owner operates a restaurant or food service operation on the Hotel Parcel, the Hotel Owner shall also, at its sole cost and expense, inspect, maintain, repair and replace any waste and exhaust systems, grease traps, piping, fans, ducts, and related equipment used in the operation of such restaurant so that the same at all times are kept in a sanitary, working condition.

D. Subject to Section 3.2 above and Section 7.5(E) below, each Owner shall be solely responsible for the finishing, maintenance, repair and replacement of those portions of the exterior and interior walls, surfaces and façade of the Improvements located within or on such Owner's Parcel (and any Improvements lawfully located outside such Owner's Parcel pursuant to a City grant of privilege) and those surfaces of the common walls, ceilings and floors, if any, constructed in and located along the common boundaries of the Parcels which serve the interior of that portion of the Improvements within such Owner's Parcel.

E. (1) The Hotel Owner shall inspect, maintain, repair and replace the Common Improvements and the actual costs related thereto shall be included in the definition of Shared Cost and allocated among the Owners in accordance with their Common Maintenance

hardware, exterior windows (including glass), signage, and light fixtures (including replacing bulbs) located on that portion of the exterior of the Building situated within such Owner's Parcel (or lawfully located outside such Owner's Parcel pursuant to a City grant of privilege).

(7) Each Owner, at its sole cost and expense, shall keep its Parcel clean and free of insects, rodents, vermin, and other pests or unhealthy conditions. If the Loyola Parcel has any tenants which are restaurants, fast food or other food service businesses and/or other uses storing, selling or making food, Loyola shall cause extermination services, including treatment for insects, spiders, rats, mice, and other rodents, to be provided to the Loyola Parcel by a reputable exterminator on a monthly basis or more often as required for sanitation purposes. If the Hotel Parcel has a restaurant, fast food or other similar food service operations and/or other uses storing, selling or making food, the Hotel Owner shall cause extermination services, including treatment for insects, spiders, rats, mice, and other rodents, to be provided to the Hotel Parcel by a reputable exterminator on a monthly basis or more often as required for sanitation purposes.

(8) Hotel Owner's maintenance, repair and replacement of any Common Improvements shall be performed in a way that will minimize the interference with the use and enjoyment of the Loyola Improvements and, except in an Emergency Situation, only after giving reasonable advance notice to Loyola.

F. The Owners agree that the utilities of each Owner, including but not limited to natural gas, water, electricity (including the exterior lighting and Signs) shall, to the maximum extent possible, be separately metered and separately paid for by each such Owner. To the extent that any utilities servicing both Parcels cannot reasonably be separately metered, said utility costs shall be a Shared Cost and allocated as mutually agreed to by the Owners depending on the estimated use of such utility by each Owner.

G. Casualty. (1) If all or a substantial part of the Loyola Improvements or Hotel Improvements is damaged or destroyed by fire or other casualty, Loyola or the Hotel Owner, as applicable, shall, subject to the rights and requirements of a Mortgagee as applicable to the Hotel Improvements, at its sole cost and expense, including the payment of any deductible (but with the benefit of any available insurance proceeds from insurance carried by such Owner), restore or replace said Improvements located on its respective Parcel (the "**Required Restoration Work**"), in accordance with the standards set forth in the Section 7.5(A); provided, however, that the Owner who incurred the casualty shall be released from its obligation to undertake the Required Restoration Work if a written release from said obligations is obtained from the other Owner(s), which release may be granted or withheld in its reasonable discretion and from any Mortgagee, if applicable.

(2) If any Owner obligated to undertake Required Restoration Work (the "**Obligated Owner**") does not commence and thereafter use commercially reasonable efforts to proceed diligently with such work (excepting any delays from time required to receive insurance proceeds and any Unavoidable Delay) and such failure adversely and materially affects an easement in favor of the other Owner or the other Owner's operation of its Improvements, then the other Owner may give written notice to the Obligated Owner specifying the Obligated

10.6 Loading Dock Area, Retail Trash Collection Area, Retail D+E Corridor and Other Shared Corridors/Spaces. Subject to Section 20.1, the Hotel Owner hereby grants to Loyola a non-exclusive, permanent easement for the benefit of Loyola and the Loyola Permitted Parties to use the Loading Dock Area, Retail Trash Collection Area, Electrical Room, Retail D+E Corridor and the Shared Corridors/Spaces, all as depicted on Exhibit G, in connection with the operation of the Loyola Improvements, including, without limitation a right to use such areas for ingress and egress for purposes of loading, trash storage, scavenger service pick-up, deliveries, mechanical equipment installation, operation, maintenance, repair, and replacement, and access from such areas and the retail tenant spaces located in the Loyola Improvements to the rear entrance door. For so long as the Hotel Parcel is being operated as a hotel, Loyola shall not use (or permit its tenants to use) the Loading Dock Area or Retail Trash Collection Area, or either of such service corridors prior to 7:00 a.m. or after 9:00 p.m., unless such use does not generate any noise that can be heard by hotel guests. The Loading Dock Area, Retail Trash Collection Area, Electrical Room, Retail D+E Corridor, and Shared Corridors/Spaces shall constitute Common Improvements under this Agreement. The parties shall cooperate to maintain the Loading Dock Area in a clean and sightly condition and in coordinating the shared use of such Loading Dock Areas. The costs associated with maintaining the Loading Dock Area, Retail Trash Collection Area, Electrical Room, Retail D+E Corridor, and Shared Corridors/Spaces shall be allocated among the Owners in accordance with their Common Maintenance Percentages.

10.7 Security Codes. In furtherance of the access rights granted in this Section 10 and elsewhere in this Agreement, the Hotel Owner shall cause its hotel manager or other applicable employee to accompany Loyola (and any Loyola Permitted Parties) to areas that are secured by access codes and devices if necessary to access the Elevator and Roof in order for Loyola to exercise its rights granted to Loyola under this Agreement.

SECTION XI
EASEMENTS APPURTENANT TO THE
HOTEL PARCEL AND RIGHTS RESERVED

11.1 Building Support. Loyola hereby grants to the Hotel Owner, non-exclusive, permanent easements for any Structural Supports now or hereafter constructed or existing in the Loyola Parcel as may be reasonably necessary or which may be required by applicable Laws, for or in connection with the support of the Improvements. The Structural Supports shall be a Common Improvement under this Agreement. Nothing contained in this Section 11.1 shall be construed to allow Hotel Owner to require additional Structural Supports beyond those set forth in the Plans, or to increase the support requirements of the Hotel Improvements beyond those set forth in the Plans.

11.2 Common Walls, Ceilings and Floors; Awnings. Loyola hereby grants to the Hotel Owner non-exclusive, permanent easements for support and enclosure with respect to those walls, ceilings, horizontal and vertical slabs, and any other partitioning improvements constructed in and along the common boundaries of the Loyola Parcel and the Hotel Parcel. Loyola further grants to the Hotel Owner a non-exclusive, permanent easement for the encroachment of the Hotel Signs on the exterior of the Hotel Parcel to the extent that such signage encroaches upon the Loyola Parcel, including any and all canopies, awnings and other

C. If, in the performance of any construction work permitted or the exercise of any easement granted under Sections 11.4A or 11.4B above, the Hotel Owner or any of the Hotel Owner Permitted Parties cause any damage to the Loyola Improvements or Common Improvements, the Hotel Owner shall, at its sole cost and expense, promptly repair and restore the damage thereto.

11.5 Security Codes. In furtherance of the access rights granted in this Section 11 and elsewhere in this Agreement, Loyola shall from time to time provide to the Hotel Owner (but not any Hotel Owner Permitted Parties) all necessary access codes and devices necessary to access the Loyola Improvements in order for the Hotel Owner to exercise its rights granted to it under this Agreement.

SECTION XII
EASEMENTS FOR EMERGENCY ACCESS AND ENCROACHMENT

12.1 Emergency Access Easements. Each Owner grants to the other Owner a non-exclusive, permanent easement for the benefit of the other Owner and the Loyola Permitted Parties and the Hotel Owner Permitted Parties, as applicable, for ingress and egress in an Emergency Situation on, over, across and through its Parcel if required in order to remedy or respond to such Emergency Situation or otherwise exit the Building.

12.2 Encroachment Easements.

A. The Owners hereby agree that the Parcels shall be re-surveyed upon completion of the Improvements to determine if the Improvements as built are at variance with the Plans and the legal descriptions for the Parcels. If such as-built survey reveals any unintentional encroachments that do not cause damage to, or impede or impair the use of, the Improvements on the Other Parcel, the legal descriptions for the Parcels shall be revised if possible to take into account such encroachments and the Common Maintenance Percentages shall be similarly adjusted. Except for permissible encroachments described in this Section 12.2A, no Owner shall have the right to expand its portion of the Building outside of the original external Building structure, or increase the height of the Building, without the prior written consent of the other Owner(s).

B. Each Owner hereby grants to the Other Owner, an exclusive, permanent easement for the existence of encroachments permitted under Section 12.2A above.

C. Except as set forth in the last sentence of the definition of "Mortgage", nothing in this Agreement shall be construed to allow the lien of the Mortgage or any other any mortgage, lien, encumbrance or security interest related to financing by the Owner of such encumbered Parcel (an "Encumbered Parcel") to be a lien upon any portion of another Parcel (an "Unencumbered Parcel") due to any encroachments permitted hereunder. If an Unencumbered Parcel becomes subject to a Mortgage or such other unpermitted lien or encumbrance, the Owner of the Encumbered Parcel shall immediately cause a corrected legal description that is acceptable to the Unencumbered Parcel Owner to be substituted in the recorded documents relating to such

without assuming the passage of any additional, future zoning entitlements, as determined by an appraiser mutually agreed to by the parties.

B. Beginning one year after the opening of the hotel for business, Loyola shall have the right to purchase the Hotel Parcel in the event that 100% of the hotel guest rooms are vacant and unrented for 180 consecutive days or more (unless attributable to remodeling of the hotel, a renovation of the Hotel Parcel for a permitted non-hotel use, a casualty event, or Unavoidable Delay) for a mutually agreed to price, but in no event less than the outstanding indebtedness owed under the Mortgage, nor more than an amount equal to appraised value of the Hotel Improvements, based on the then-existing highest and best use of the Hotel Parcel, but without assuming the passage of any additional, future zoning entitlements, as determined by an appraiser mutually agreed to by the parties.

C. At the closing of any sale occurring from either Owner exercising its purchase rights under this Section 18, the acquiring Owner shall be entitled to offset as a credit against its purchase price payment obligation any amounts due and payable to such acquiring Owner under this Agreement and the selling Owner shall be entitled to receive as additional purchase price any amounts due and payable to such selling Owner under this Agreement.

SECTION XIX
INDEMNIFICATION

19.1 Hotel Owner Indemnification. The Hotel Owner agrees to indemnify and hold harmless Loyola and its agents, employees, officers, directors and trustees (the "**Indemnified Loyola Parties**") from and against any and all claims, liabilities, obligations, damages, costs, expenses, fines, actions, and/or suits (including reasonable attorneys' fees), demands, and causes of action (collectively, the "**Hotel Owner Claims**") of every kind and character related to or arising out of (a) any act or omission of the Hotel Owner or the Hotel Owner Permitted Parties (i) on or within the Improvements or on the public way (i.e., on a public street, sidewalk, or alley) adjacent to such Improvements, (ii) on the easement areas defined in the Parking Easement Agreement or the Sign Easement Agreement in which the Hotel Owner is granted easements rights, or (b) the Hotel Owner's breach or violation of any representation, warranty or covenant in this Agreement. This section shall survive the termination of this Agreement. Notwithstanding the foregoing, in no event shall the Hotel Owner be obligated to indemnify and hold harmless Loyola and the Indemnified Loyola Parties from and against any claims, liabilities, obligations, damages, costs, expenses, fines, actions, and/or suits (including reasonable attorneys' fees) arising solely from the gross negligence and/or willful misconduct of Loyola or the Loyola Permitted Parties.

19.2 Loyola Indemnification. Loyola agrees to indemnify and hold harmless the Hotel Owner and Atira Hotels, LLC and each of their respective agents, employees, officers, directors and trustees (the "**Indemnified Hotel Owner Parties**") from and against any and all claims, liabilities, obligations, damages, costs, expenses, fines, actions, and/or suits (including reasonable attorneys' fees), demands, and causes of action (collectively, the "**Loyola Claims**") of every kind and character related to or arising out of (a) any act or omission of Loyola or any Loyola Permitted Parties (i) on or within the Improvements or the public way (i.e., on a on a

public street, sidewalk, or alley) adjacent to such improvements), (ii) on the Parking Easement Area (as defined the Parking Easement Agreement) or (b) Loyola's breach or violation of any representation, warranty, or covenant in this Agreement. [This section shall survive the termination of this Agreement. Notwithstanding the foregoing, in no event shall Loyola be obligated to indemnify and hold harmless the Hotel Owner and the Indemnified Hotel Owner Parties from and against any claims, liabilities, obligations, damages, costs, expenses, fines, actions, and/or suits (including reasonable attorneys' fees) arising solely from the gross negligence and/or willful misconduct of Hotel Owner or the Hotel Owner Permitted Parties.

19.3 Indemnification Notices and Defense. Loyola, upon acquiring actual notice of any Loyola Claim, and the Hotel Owner, upon acquiring actual notice of a Hotel Owner Claim (either such Owner seeking indemnification, as applicable, the "Indemnitee"), shall provide the other Owner (the "Indemnitor") with prompt notice of such claim, and if the Indemnitee elects to have the Indemnitor provide a defense, to tender control of the defense to the Indemnitor and to thereafter cooperate in the investigation, settlement or defense of the claim in question. The Indemnitor shall not settle any such claim without the prior written consent of the Indemnitee unless such settlement is solely for money damages and the Indemnitee is fully indemnified. If the Indemnitor fails to defend a claim in a reasonably timely manner with competent counsel reasonably satisfactory to the Indemnitee, then the Indemnitee shall have the right to assume the defense of and the right to settle such claim, at the sole expense of the Indemnitor.

SECTION XX MISCELLANEOUS PROVISIONS

20.1 Minimal Interference. In fulfilling its obligations and exercising its rights under this Agreement and in constructing, repairing, maintaining or restoring any Improvements on or in either its Parcel or in the portions of any other Owner's Parcel in which it has been granted an appropriate easement for such work, each Owner shall, to the greatest extent practical, minimize interference with any other Owner's and their respective Permitted Parties' property, operations, and use and enjoyment of its Parcel and its easements and rights granted hereunder and, to that end, will (except to the extent that Emergency Situations do not permit it) give to the other Owner reasonable advance notice of work which may interfere with such property or operations and will (except to the extent that Emergency Situations do not permit it) arrange with the other Owner for reasonable and definite times and conditions at and under which such work shall be done.

20.2 Term. This Agreement and each easement, covenant, provision and restriction contained in this Agreement shall remain in full force and effect unless and until this Agreement has been fully and completely terminated by a written instrument executed by all of the Owners, or unless and until a specific easement, covenant, provision or restriction contained in this Agreement expires by the terms expressly stated in this Agreement.

20.3 Rights of Certain Mortgagees; Agreement With Mortgagee. A Mortgagee shall have the right, but not the obligation, to cure during or within the cure periods applicable to a

RIDER 101

TENANT'S OPTION TO RENEW

Subject to the further provisions of this Rider, Tenant shall have the non-assignable (except as permitted under Section 8.4(f)) Renewal Options set forth in Section 1.1G of the Lease, and each Renewal Term shall commence on the day immediately following the last day of the then-current Term, as follows:

(a) Exercise. Tenant shall exercise each Renewal Option by giving written notice thereof to Landlord not more than twelve (12) months and not less one hundred eighty (180) days prior to the last day of the then-current Term. Tenant's notice of its exercise of a Renewal Option is the "**Renewal Notice.**" If Tenant fails to exercise the Renewal Option within the time required, such failure shall automatically cancel such Renewal Option, and Tenant shall have no right, and Landlord shall have no obligation, to renew this Lease pursuant to such Renewal Option.

(b) Terms. All terms and conditions of this Lease shall apply during each Renewal Term, except that: (i) Landlord shall not provide any allowances nor be required to effect any improvements to the Premises; and (ii) during the Renewal Term, the Base Rent shall be as set forth for such Renewal Term in Section 1.1K of the Lease.

(c) Tenant Default. If at the time Landlord receives the Renewal Notice or on the date of the commencement of the Renewal Term, Tenant shall be in breach of any of its obligations under the Lease, regardless of whether any notice and or cure period might be provided for in Article X before such breach would give rise to a default entitling the Landlord to exercise its rights and remedies under Article X (i.e., such breach need not be a "ripened" or actionable default), then Landlord shall have the right, by giving written notice thereof to Tenant, to cancel the Renewal Option with respect to such Renewal Term and any exercise of such Renewal Option by Tenant. In the event of such cancellation, Tenant shall have no right, and Landlord shall have no obligation, to renew this Lease pursuant to such Renewal Option.

(d) Limitations on Renewal Option. If Tenant fails to exercise the Renewal Option within the time required, such failure shall automatically cancel such Renewal Option, and Tenant shall have no right, and Landlord shall have no obligation, to renew this Lease pursuant to such Renewal Option. Subject to Section 8.4(f), if Tenant assigns or transfers any interest in this Lease or sublets any part of the Premises, then notwithstanding anything contained herein to the contrary, such assignment, transfer or sublease shall automatically cancel any Renewal Option which has not then been exercised and automatically cancel any previous exercise of the Renewal Option unless the subject Renewal Term has already then commenced. In the event of any such cancellation, Tenant shall have no further rights under this Rider.

EXHIBIT D

EXHIBIT D

EXHIBIT D

FIRST AMENDMENT TO LEASE

THIS FIRST AMENDMENT TO LEASE (“**First Amendment**”) is dated as of April 5, 2017, but is made effective as of March 31, 2017 by and between LOYOLA UNIVERSITY OF CHICAGO, an Illinois not-for-profit corporation (hereinafter referred to as “**Landlord**”), and ONWARD MSO, LLC, an Illinois limited liability company (hereinafter referred to as “**Tenant**”). Capitalized terms not otherwise defined herein shall have the meaning given in the Lease between Landlord and Tenant of even date herewith (the “**Original Lease**,” and, as amended hereby, the “**Lease**”).

RECITALS

A. Landlord and Tenant have previously entered into the Original Lease.

B. Landlord and Tenant are executing this First Amendment to confirm (i) the execution by Landlord and Hotel Owner of the Waiver Letter attached hereto as Exhibit A, as contemplated by Section 11.19 of the Original Lease (the “**Waiver Letter**”), (ii) Tenant’s agreement to the terms of such Waiver Letter, and (iii) the incorporation of such Waiver Letter’s terms and conditions into the Lease.

NOW THEREFORE, in consideration of the above recitals, and for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows.

AGREEMENTS

1. Amendment to Section 1.1Q. Section 1.1Q of the Lease is amended and restated to read as follows:

1.1Q Hours of Operation:

Subject to Section 8.1B below, Tenant shall be open for business and continuously operate the business during the entire Term, as the same may be extended, on all business days.

So long as the Waiver Letter remains in effect, Tenant may operate its business during the times set forth such Waiver Letter.

Notwithstanding any such modification, as provided for in the Declaration, after 10:00 p.m. on all days, in no event shall the noise level from the restaurant be at a level where it can be heard from the second floor (i.e., the lowest guest room floor) guest rooms of the hotel.

In the event that the Hotel Owner, pursuant to its rights under the Waiver Letter, terminates the extended hours, Tenant’s permitted hours of operation shall be those permitted under the Declaration.

2. Amendment to Section 8.1B. Section 8.1B of the Lease is amended and restated to read as follows:

B. **Permitted Use and Business Hours.** To use the Premises only for the Permitted Use set forth in Section 1.1M hereof; to operate its business in the Premises under Tenant's Trade Name provided in Section 1.1D; to conduct and operate its business at all times in a high grade, first-class and reputable manner, in recognition of and in keeping with the academic, Catholic and Jesuit identity of Landlord and its campus; to assure that its use of the Premises is in accordance with Law and in accordance with the terms of the Waiver Letter; and to remain open for business during such hours as may from time to time be permitted under the Waiver Letter and pursuant to Section 1.1Q (as amended by the First Amendment). Tenant agrees to comply with its operating obligations under the Waiver Letter, and a default by Tenant in a performance of such obligations shall also be a default under this Lease.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

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

TENANT:

ONWARD MSO, LLC
an Illinois limited liability company


By:


Michael Ciszewski
Sole Member

LANDLORD:

LOYOLA UNIVERSITY OF CHICAGO, a
an Illinois not-for-profit corporation

By:


Wayne Magdziarz
Senior Vice President
Capital Planning and
Campus Development

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Jennifer Marcucci, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Wayne Magdziarz, personally known to me to be the Senior Vice President for Capital Planning and Campus Management of LOYOLA UNIVERSITY OF CHICAGO (the "University"), personally known to me to be the same person whose name is subscribed to the foregoing instrument as such appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act pursuant to authority granted by the University for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 5th day of April, 2017.

My Commission Expires: 9/30/18

Jennifer Marcucci
Notary Public



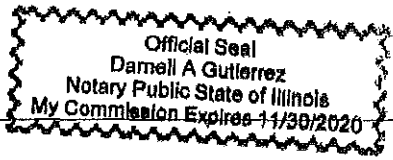
FILED DATE: 7/1/2021 12:29 PM 20211701604

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Darnell A Gutierrez, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Michael DISZEWSKI personally known to me be the Sole Member of ONWARD MSO, LLC, an Illinois limited liability company (the "Company"), personally known to be the same person whose name is subscribed to the foregoing instrument, appeared before me this date in person and severally acknowledge that he signed and delivered the said instrument in such capacity as his free and voluntary act, pursuant to authority granted by the Company for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 17th day of April, 2017.

My Commission Expires:
Darnell A Gutierrez
Notary Public



FILED DATE: 7/1/2021 12:29 PM 20211701604

EXHIBIT A
WAIVER LETTER

[See Attachment]

WAIVER LETTER

April 5, 2017

Onward, LLC, an Illinois limited liability company ("Tenant")
2125 S. Laramie Avenue
Cicero, Illinois 60804
Attention: Michael Olszewski

RE: Declaration of Covenants, Conditions and Restrictions and Reciprocal Easement dated September 22, 2015, and recorded in the Recorder's Office of Cook County on September 24, 2015 as document no. 1526719210 (the "Declaration")

Dear Tenant,

This waiver letter ("Waiver") is being given by the undersigned, LOYOLA UNIVERSITY OF CHICAGO, an Illinois not-for-profit corporation (together with any successor in title to the Loyola Parcel, "Loyola"), and ALBION HOTEL, LLC, an Illinois limited liability company (together with any successor in title to the Hotel Parcel, the "Hotel Owner") to and in favor of Onward, LLC, an Illinois limited liability company only and then only as long as Tenant enters into the Lease (as hereinafter defined) with Loyola. Capitalized terms not otherwise defined herein shall have the meaning given in the Declaration.

Loyola desires to enter into a lease ("Lease") with Tenant for 5,135 square feet in the northernmost space in the Loyola Retail Improvements for the operation of a sit-down restaurant providing breakfast, lunch, and dinner service, and including catering and carry-out operations, and also including, if legally authorized by all required governmental authorities, the sale for on-premises, incidental consumption of beer, wine, and spirits. The Tenant has proposed hours of operation that, in certain instances, extend past those allowed under Section 7.2.B of the Declaration. Tenant has requested a waiver of these hours as set forth in this Waiver during the term of the Lease.

The undersigned hereby agree that the hours of operation set forth in Section 7.2.B. of the Declaration are extended for the Tenant only and then only under the Lease to the following extended closing hours:

<u>Day</u>	<u>Tenant Extended Closing Hours</u>
Sunday	12:00 a.m. (midnight)
Monday	12:00 a.m. (midnight)
Tuesday	12:00 a.m. (midnight)
Wednesday	12:00 a.m. (midnight)
Thursday	2:00 a.m.
Friday	2:00 a.m.
Saturday	2:00 a.m.

In no event shall the Tenant permit patrons to enter its premises after the applicable closing hour limitation, or commence new food or drink service after the applicable closing hour limitation, though patrons may finish their meals and restaurant staff may clean, restock stations, wash dishes, and perform other customary closing tasks necessary to shut down the restaurant after the applicable closing hour and prepare it for its next opening. All patrons must vacate the Tenant's premises within thirty (30) minutes after the designated closing time, and all staff must leave the Premises by 2am Sunday through Wednesday and 3:30am on Thursday through Saturday.

Sn

FILED DATE: 7/1/2021 12:29 PM 20211701604

This Waiver is subject to and conditioned upon the Tenant performing, at Tenant's sole cost and expense, prior to Tenant opening for business the sound proofing work described on Exhibit A attached hereto.

The Hotel Owner (and its on-duty night shift manager) shall promptly notify the Tenant's on duty manager of any noise complaints received from guests on the 2nd floor or above that are solely attributable to the Tenant's operations received after 12:00 a.m. (midnight) ("Extended Hours Noise Complaint"), so that the Tenant may take immediate corrective action. Hotel Owner acknowledges that the hotel will not seek reimbursement from Tenant for refunds due to complaints that are not specifically attributable to the Tenant's operations. If the Hotel Owner receives any Extended Hours Noise Complaint(s), and provides Loyola and the Tenant documentation of such complaint(s) and any refunds (full or partial) given by the Hotel Owner to guests for such Extended Hours Noise Complaints, then the Tenant shall, within thirty (30) days after receipt of such information, reimburse the Hotel Owner for all refunds given by the Hotel Owner if such Extended Hours Noise Complaints result in more than three (3) refunds in a month. Tenant's reimbursement obligation shall be limited to the actual cost (minus taxes, fees, surcharges and incidentals) of a one night stay per guest. Without limiting the foregoing, at any time after that date which is sixty (60) days after the opening of the restaurant, if the Hotel Owner receives more than fifteen (15) Extended Hours Noise Complaints combined in any three consecutive month period, the Hotel Owner shall have the right, in its sole discretion, to (x) rescind the waivers set forth in this Waiver in whole or in part upon written notice to Tenant and/or (y) provide an adjusted schedule to Tenant (but not less than the hours of operations permitted in the Declaration) and/or negotiate a mutually agreed to adjusted schedule with Tenant.

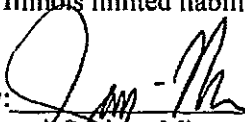
Notwithstanding anything else herein to the contrary, without the prior written consent of the Hotel Owner and Loyola, this Waiver is applicable to the Tenant only and not to any successors and assigns of Tenant and is applicable only to the Tenant's use set forth above and not to any further uses, regardless of whether they are permitted by the Lease. This letter may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. A facsimile, photocopy, or signature on a .pdf or other digital file shall have the same legal effect as an original signature.

ALBION HOTEL LLC,
an Illinois limited liability company

By: Brown Manager IV LLC,
a Delaware limited liability company, its co-manager

By: _____
Name: _____
Title: _____

By: Atira Hotels LLC,
an Illinois limited liability company, its co-manager

By:  _____
Sanjeev Misra
Manager

LOYOLA UNIVERSITY OF CHICAGO,
an Illinois not-for-profit corporation

By:  _____

Wayne Magdziarz
Senior Vice President
For Capital Planning and Campus Management

FILED DATE: 7/1/2021 12:29 PM 20211701604

Exhibit A

Sound Proofing Work

ROXUL AFB Semi-Rigid Batt insulation to be installed on ALL ceiling areas. This LEED approved product is 4" thick and has the following sound properties:

1. Fire performance:
 - a. Non-combustibility: To ASTM E136.
 - b. Surface Burning Characteristics: To ASTM E84.
 - 1) Flame spread: 0.
 - 2) Smoke developed: 0.
2. Acoustical Performance:
 - a. Airborne sound transmission loss: To ASTM E90.
 - b. Rating sound insulation: To ASTM E413.
 - c. Sound absorption co-efficients: To ASTM C423.

Sound Absorption Co-efficiencies at Frequencies

Thickness (inches)	125 Hz	250 Hz	500 Hz	1000 Hz	2000 Hz	4000 Hz	NRC
1	0.14	0.25	0.65	0.90	1.01	1.01	0.70
1 1/2	0.18	0.44	0.94	1.04	1.02	1.03	0.85
2	0.28	0.60	1.09	1.09	1.05	1.07	0.95
3	0.52	0.96	1.18	1.07	1.05	1.05	1.05
4	0.86	1.11	1.20	1.07	1.08	1.07	1.10

- d. Impedance and absorption of acoustic materials: To ASTM E1050.
3. Air erosion velocity: 1,000 ft/m maximum to UL 181.
4. Thermal resistance: To ASTM C518.
5. Corrosive resistance: To ASTM C665, Corrosive to steel - Pass.
6. Stainless steel stress corrosion: To ASTM C795.
7. Density: To ASTM C167, 2.5 lbs/ft³ (thicknesses ≥ 3"), 2.8 lbs/ft³ (thicknesses < 3")
8. Recycled content: [40] [16] % minimum.

Such installation shall be done so that the insulation is adhered to the ceiling deck over the entire Tenant Premises.

WAIVER LETTER

April 5, 2017

Onward, LLC, an Illinois limited liability company ("Tenant")
2125 S. Laramie Avenue
Cicero, Illinois 60804
Attention: Michael Olszewski

RE: Declaration of Covenants, Conditions and Restrictions and Reciprocal Easement dated
September 22, 2015, and recorded in the Recorder's Office of Cook County on September
24, 2015 as document no. 1526719210 (the "Declaration")

Dear Tenant,

This waiver letter ("Waiver") is being given by the undersigned, LOYOLA UNIVERSITY OF
CHICAGO, an Illinois not-for-profit corporation (together with any successor in title to the Loyola Parcel,
"Loyola"), and ALBION HOTEL, LLC, an Illinois limited liability company (together with any successor in
title to the Hotel Parcel, the "Hotel Owner") to and in favor of Onward, LLC, an Illinois limited liability
company only and then only as long as Tenant enters into the Lease (as hereinafter defined) with Loyola.
Capitalized terms not otherwise defined herein shall have the meaning given in the Declaration.

Loyola desires to enter into a lease ("Lease") with Tenant for 5,135 square feet in the northernmost
space in the Loyola Retail Improvements for the operation of a sit-down restaurant providing breakfast, lunch,
and dinner service, and including catering and carry-out operations, and also including, if legally authorized by
all required governmental authorities, the sale for on-premises, incidental consumption of beer, wine, and spirits.
The Tenant has proposed hours of operation that, in certain instances, extend past those allowed under Section
7.2.B of the Declaration. Tenant has requested a waiver of these hours as set forth in this Waiver during the
term of the Lease.

The undersigned hereby agree that the hours of operation set forth in Section 7.2.B. of the Declaration
are extended for the Tenant only and then only under the Lease to the following extended closing hours:

Table with 2 columns: Day, Tenant Extended Closing Hours. Rows include Sunday through Saturday with corresponding closing times like 12:00 a.m. (midnight) and 2:00 a.m.

In no event shall the Tenant permit patrons to enter its premises after the applicable closing hour
limitation, or commence new food or drink service after the applicable closing hour limitation, though patrons
may finish their meals and restaurant staff may clean, restock stations, wash dishes, and perform other
customary closing tasks necessary to shut down the restaurant after the applicable closing hour and prepare it for
its next opening. All patrons must vacate the Tenant's premises within thirty (30) minutes after the designated
closing time, and all staff must leave the Premises by 2am Sunday through Wednesday and 3:30am on Thursday
through Saturday.

This Waiver is subject to and conditioned upon the Tenant performing, at Tenant's sole cost and
expense, prior to Tenant opening for business the sound proofing work described on Exhibit A attached hereto.

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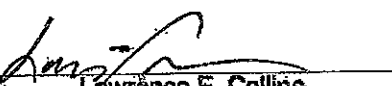
The Hotel Owner (and its on-duty night shift manager) shall promptly notify the Tenant's on duty manager of any noise complaints received from guests on the 2nd floor or above that are solely attributable to the Tenant's operations received after 12:00 a.m. (midnight) ("Extended Hours Noise Complaint"), so that the Tenant may take immediate corrective action. Hotel Owner acknowledges that the hotel will not seek reimbursement from Tenant for refunds due to complaints that are not specifically attributable to the Tenant's operations. If the Hotel Owner receives any Extended Hours Noise Complaint(s), and provides Loyola and the Tenant documentation of such complaint(s) and any refunds (full or partial) given by the Hotel Owner to guests for such Extended Hours Noise Complaints, then the Tenant shall, within thirty (30) days after receipt of such information, reimburse the Hotel Owner for all refunds given by the Hotel Owner if such Extended Hours Noise Complaints result in more than three (3) refunds in a month. Tenant's reimbursement obligation shall be limited to the actual cost (minus taxes, fees, surcharges and incidentals) of a one night stay per guest. Without limiting the foregoing, at any time after that date which is sixty (60) days after the opening of the restaurant, if the Hotel Owner receives more than fifteen (15) Extended Hours Noise Complaints combined in any three consecutive month period, the Hotel Owner shall have the right, in its sole discretion, to (x) rescind the waivers set forth in this Waiver in whole or in part upon written notice to Tenant and/or (y) provide an adjusted schedule to Tenant (but not less than the hours of operations permitted in the Declaration) and/or negotiate a mutually agreed to adjusted schedule with Tenant.

In an attempt to avoid Extended Hours Noise Complaints, the Hotel Owner's manager shall use its best efforts to place guests in 2nd floor rooms above the restaurant only after all other hotel rooms are occupied; provided that guests choices (both online and when checking in) shall control.

Notwithstanding anything else herein to the contrary, without the prior written consent of the Hotel Owner and Loyola, this Waiver is applicable to the Tenant only and not to any successors and assigns of Tenant and is applicable only to the Tenant's use set forth above and not to any further uses, regardless of whether they are permitted by the Lease. This letter may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. A facsimile, photocopy, or signature on a .pdf or other digital file shall have the same legal effect as an original signature.

ALBION HOTEL LLC,
an Illinois limited liability company

By: Brown Manager IV LLC,
a Delaware limited liability company, its co-manager

By: 
Name: Lawrence E. Collins
Title: Vice President

By: Atira Hotels LLC,
an Illinois limited liability company, its co-manager

By: _____
Sanjeev Misra
Manager

[signatures continued on next page]

Exhibit A

Sound Proofing Work

: ROXUL AFB Semi-Rigid Batt insulation to be installed on ALL ceiling areas. This LEED approved product is 4" thick and has the following sound properties:

- 1. Fire performance:
 - a. Non-combustibility: To ASTM E136.
 - b. Surface Burning Characteristics: To ASTM E84.
 - 1) Flame spread: 0.
 - 2) Smoke developed: 0.
- 2. Acoustical Performance:
 - a. Airborne sound transmission loss: To ASTM E90.
 - b. Rating sound insulation: To ASTM E413.
 - c. Sound absorption co-efficients: To ASTM C423.

Sound Absorption Co-efficients at Frequencies

Thickness (inches)	125 Hz	250 Hz	500 Hz	1000 Hz	2000 Hz	4000 Hz	NRC
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2	0.28	0.60	1.09	1.09	1.03	1.07	0.95
3	0.52	0.96	1.18	1.07	1.03	1.05	1.05
4	0.86	1.11	1.20	1.07	1.08	1.07	1.10

- d. Impedence and absorption of acoustic materials: To ASTM E1050.
- 3. Air erosion velocity: 1,000 ft/m maximum to UL 181.
- 4. Thermal resistance: To ASTM C518.
- 5. Corrosive resistance: To ASTM C665, Corrosive to steel - Pass;
- 6. Stainless steel stress corrosion: To ASTM C795.
- 7. Density: To ASTM C167, 2.5 lbs/ft³ (thicknesses ≥ 3"), 2.8 lbs/ft³ (thicknesses < 3")
- 8. Recycled content: [40] [16] % minimum.

Such installation shall be done so that the insulation is adhered to the ceiling deck over the entire Tenant Premises.

FILED DATE: 7/1/2021 12:29 PM 20211701604

EXHIBIT E

EXHIBIT E

EXHIBIT E

SECOND AMENDMENT TO LEASE

THIS SECOND AMENDMENT TO LEASE ("**Second Amendment**") is dated as of May ~~18th~~, 2018, and is by and between LOYOLA UNIVERSITY OF CHICAGO, an Illinois not-for-profit corporation (hereinafter referred to as "**Landlord**"), and ONWARD MSO, LLC, an Illinois limited liability company (hereinafter referred to as "**Tenant**"). Capitalized terms not otherwise defined herein shall have the meaning given in the Lease between Landlord and Tenant dated effective as of March 31, 2017 (the "**Original Lease**"), as previously amended by the First Amendment to Lease dated effective as of March 31, 2017 (the "**First Amendment**"). The Original Lease, as amended by the First Amendment and by this Second Amendment, is referred to hereinafter as the "**Lease**."

RECITALS

A. Landlord and Tenant have previously entered into the Original Lease, as amended by the First Amendment.

B. Landlord and Tenant are executing this ~~First~~ Amendment to confirm the Rent Commencement Date and initial Expiration Date, and to grant Tenant an additional one month abatement of Monthly Base Rent.

NOW THEREFORE, in consideration of the above recitals, and for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows.

AGREEMENTS

1. **Recitals.** The above recitals are incorporated herein by reference and constitute a material part of this Second Amendment.
2. **Conflict; Continuing Force and Effect.** In the event of an express conflict between the terms of this Second Amendment and the Original Lease, as amended by the First Amendment, the terms of this Second Amendment shall govern and control. Subject to the foregoing, the Original Lease, as amended by the First Amendment, shall continue in full force and effect.
3. **Confirmation of Rent Commencement Date.** For the purpose of confirming the establishment of the Rent Commencement Date, as required by the provisions of the Lease, Landlord and Tenant hereby agree that (a) November 26, 2017, is hereby established as the "Rent Commencement Date" of the Lease, and (b) November 25, 2027, is hereby established as the initial "Expiration Date" of the Lease (subject to extension in the event that Tenant exercises its Renewal Option(s) pursuant to Section 1.1G). Tenant has accepted possession of the Premises in accordance with the terms of the Lease.

4. **Additional One Month Abatement of Monthly Base Rent.** Section 1.1K of the Lease is hereby amended to provide Tenant with an additional one month abatement of Monthly Base Rent, which shall be applicable to the November 26, 2018 through December 25, 2018 time period (i.e., to the first month of Lease Year 2). Annual Base Rent payable during Lease Year 2 shall therefore be One Hundred Ten Thousand and No/100 Dollars (\$110,000.00). Section 2.3A is amended to provide that the payment of Base Rent shall commence on the Rent Commencement Date, subject to the one-year abatement of Base Rent during the first Lease year and the additional one month abatement of monthly Base Rent during the first month of the second Lease Year.

5. **Multiple Counterparts.** This Second Amendment may be executed in multiple counterpart originals and the signature pages assembled to constitute a fully-executed original instrument. A facsimile, photocopy or .pdf file including an executed signature page shall have the same legal effect as an original signature.

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

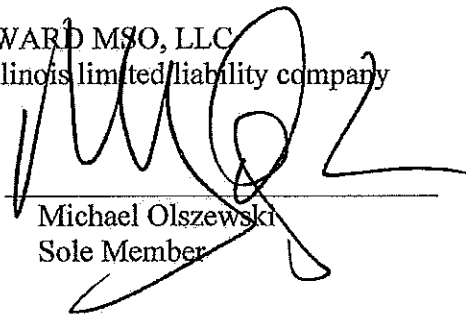
TENANT:

LANDLORD:

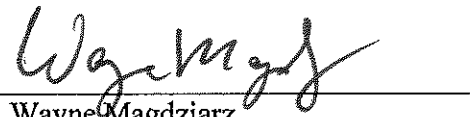
ONWARD MSO, LLC
an Illinois limited liability company

LOYOLA UNIVERSITY OF CHICAGO, a
an Illinois not-for-profit corporation

By:


Michael Olszewski
Sole Member

By:


Wayne Magdziarz
Senior Vice President,
CFO, and Chief Business Officer