Exhibit 1

Joint Stipulation

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
VYAIRE MEDICAL, INC., *et al.*,[1]	)	Case No. 24-11217 (BLS)
Debtors.	)	(Jointly Administered)

JOINT STIPULATION BETWEEN THE DEBTORS AND DELL-METTAWA, LLC REGARDING REJECTION OF LEASE IN CONNECTION WITH ZOLL SALE

The above captioned debtors, Vyaire Medical, Inc., *et al.*, (collectively, the "Debtors") and Dell-Mettawa, LLC ("Dell-Mettawa" and together with the Debtors, each a "Party" and collectively, the "Parties"), hereby stipulate as follows (this "Joint Stipulation"):

RECITALS

A. On June 9, 2024 (the "Petition Date"), the Debtors commenced voluntary cases (the "Bankruptcy Cases") under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court").

B. Dell-Mettawa and Debtor Vyaire Medical, Inc. ("Vyaire") are parties to that certain Office Lease dated November 3, 2016 (as amended by that certain First Amendment to Lease dated December 30, 2016, that certain Second Amendment to Lease dated January 19, 2022, and as otherwise modified the "Original Lease") for a portion of Dell-Mettawa's office building located at 26125 North Riverwoods Boulevard, Mettawa, IL.

---

1 The last four digits of Debtor Vyaire Medical, Inc.'s federal tax identification number are 6495. A complete list of each of the Debtors in these chapter 11 cases and each such Debtor's federal tax identification number may be obtained on the website of the Debtors' claims and noticing agent at https://omniagentsolutions.com/Vyaire. The location of Debtor Vyaire Medical, Inc.'s principal place of business and the Debtors' service address in these chapter 11 cases is 26125 North Riverwoods Boulevard, Mettawa, Illinois, USA 60045.

C. On July 11, 2024, the Debtors filed the *First Notice to Contract Parties of Potentially Assumed and Assigned Executory Contracts and Unexpired Leases* [Docket No. 256] (the "First Notice"). On August 24, 2024, the Debtors filed the *First Supplemental Notice to Contract Parties of Potentially Assumed and Assigned Executory Contracts and Unexpired Leases* [Docket No. 462] (the "Second Notice" and together with the First Notice, the "Notices"). The Notices set forth a potential list of contracts that may be assumed and assigned to buyers in connection with certain sale transactions along with the Debtors' assertion of any outstanding cure amounts due to such contract counterparties. The Notices included the Original Lease.

D. On July 24, 2024, Dell-Mettawa filed the *Objection of Dell-Mettawa, LLC to First Notice to Contract Parties of Potentially Assumed and Assigned Executory Contracts and Unexpired Leases* [Docket No. 309] (the "Objection").

E. On September 4, 2024, the Bankruptcy Court entered the *Order (I) Approving the Zoll Asset Purchase Agreement and Authorizing the Sale of Certain Ventilation Assets of the Debtors Outside the Ordinary Course of Business, (II) Authorizing the Sale of Assets Free and Clear of All Liens, Claims, Interests, and Encumbrances, (III) Authorizing the Assumption and Assignment of Executory Contracts and Unexpired Leases in Connection Therewith, and (IV) Granting Related Relief* [Docket No. 496] (the "Zoll Sale Order"), which among other things approved the entry into the asset purchase agreement (the "Zoll APA") between the Debtors and Zoll Medical Corporation ("Zoll").

F. Following entry of the Zoll Sale Order, and to facilitate the terms of the Zoll APA, the Debtors, Dell-Mettawa, and Zoll agreed to (i) negotiate the terms of a new lease agreement between Vyaire and Dell-Mettawa, and for which Zoll agreed to serve as a guarantor for Vyaire's obligations thereunder (the "New Lease") and (ii) the rejection of the Original Lease effective as of October 31, 2024.

G. As of the date of this Joint Stipulation, Dell-Mettawa asserts that it is owed $198,144.50 for June 9, 2024 through June 30, 2024 post-petition rent under the terms of the Lease (the "Administrative Claim").

H. On September 30, 2024, the Debtors filed the *Joint Chapter 11 Plan of Vyaire Medical, Inc. and Its Debtor Affiliates* [Docket No. 581] (as may be amended, modified, or supplemented from time to time, the "Plan").

I. The Parties have reached an agreement concerning the Notices, the Objection, the Original Lease, the Administrative Claim, and the New Lease, as provided in this Joint Stipulation.

NOW, THEREFORE, THE PARTIES STIPULATE AND AGREE AS FOLLOWS:

1. The recitals set forth above are hereby made an integral part of the Joint Stipulation and are incorporated herein.

2. This Joint Stipulation shall have no force or effect unless and until approved by order of the Bankruptcy Court (the date of entry of such order, the "Effective Date").

3. Upon the Effective Date, the Original Lease shall be deemed rejected pursuant to sections 105(a) and 365 of the Bankruptcy Code as of October 31, 2024 (the "Rejection Date"). If Dell-Mettawa wishes to assert a new proof of claim against the Debtors arising from the rejection of the Original Lease (which new proof of claim would be in addition to its Proof of Claim registered on the Debtors' claims register as Claim No. 105 arising from the breach of the Original Lease that it already filed (the "Existing Proof of Claim")), it must file such new proof of claim within thirty (30) days of the Effective Date. Nothing in this Joint Stipulation or the rejection of the Original Lease pursuant to it shall be deemed to prejudice, disallow, or otherwise affect the

Existing Proof of Claim, provided that the Debtors reserve their rights to assert any objection to the Existing Proof of Claim. The Existing Proof of Claim together with any new claim against the Debtors arising from the rejection of the Original Lease, as the same may be amended, are collectively referred to herein as the "Rejection Claim."

4. The Debtors shall remove all of their and their employees' and agents' property located on the premises leased under the Original Lease (the "Leased Premises") and return the Leased Premises and any areas related thereto to the condition required by Section 10.1 of the Original Lease on or before January 31, 2025. As soon as practicable, a representative of the Debtors and a representative of Dell-Mettawa shall tour the Leased Premises to coordinate the removal of the property and restoration of the Leased Premises. Unless otherwise agreed to between the Parties, all such removal and restoration, either by the Debtors or their agents or employees, shall be conducted (a) during the times of 9:00 a.m. through 5:00 p.m. (Central Time) on any day other than a weekend or holiday recognized by the State of Illinois, (b) pursuant to the rules of the building of the Leased Premises, (c) in such manner so as not otherwise disturb or disrupt the other tenants and people at the building of the Leased Premises and (d) in such manner so as not to damage the building of the Leased Premises. The Debtors shall make commercially reasonable efforts to sell the property removed from the Leased Premises, and all proceeds from such sales net the cost of sale shall be first applied to the cost associated with restoration of the Leased Premises with any remainder split 50/50 between the Debtors and Dell-Mettawa.

5. Dell-Mettawa acknowledges that as of the time of its signing of this Joint Stipulation, it has no actual knowledge of any event that would give rise to any further actual, non-contingent and liquidated post-petition claims against the Debtors' estates other than the Administrative Claim and the Rejection Claim, and that it shall be forever barred, estopped and

permanently enjoined from asserting any further actual, non-contingent and liquidated claims of which it has actual knowledge at the time it signs this Joint Stipulation against the Debtors other than the Administrative Claim and the Rejection Claim. For the avoidance of doubt and without limitation, if Dell-Mettawa discovers a fact or event that gives rise to a claim after it signs this Joint Stipulation including, without limitation, a claim based on personal injury or property damage, Dell-Mettawa shall not be barred, estopped, or enjoined from asserting such claim and the Debtors reserve all rights and defenses to any such claim.

6. Debtors for and on behalf of themselves, the estates of the Debtors and Debtors-in-possession, any wind-down Debtor (or similar entity), any Plan administrator (or similar entity), any other successor to any of the Debtors, the Debtors' assigns, any trustee who is appointed in the Bankruptcy Cases, Zoll, and each of the foregoing's members, partners, managers, officers, directors, employees, predecessors, successors, assigns, legal representatives, and affiliates, and any and all of each persons or entities claiming by, under or through any of the foregoing persons or entities (individually and collectively, the "Debtor Releasors") hereby knowingly and voluntarily agree to waive, release, relinquish, and forever discharge, and covenant not to sue or bring any other proceeding against, Dell-Mettawa and its respective employees, officers, directors, managers, members, shareholders, agents, servants, attorneys, subsidiaries, partners, affiliates, beneficiaries, fiduciaries, trustees, insurers, successors and assigns, and each of the foregoing's successors and assigns, each of which shall be a third-party beneficiary, from any and all claims, demands, suits, causes of action, and damages of whatever nature or source that could have been asserted from the beginning of the universe to the end of time, whether in law (including, without limitation, bankruptcy law) or equity, known or unknown, accrued or unaccrued, direct or indirect, contingent or determined, liquidated or unliquidated, including, but without limiting the generality

of the foregoing, any and all claims, demands, suits, or causes of action and damages relating to, arising out of or under, or pursuant to (a) the Original Lease, (b) any right under the Original Lease to a reconciliation of Expense Payments and Tax Payments (as the same are defined in the Original Lease), (c) the Bankruptcy Code or the Bankruptcy Cases, or (d) the "Retained Causes of Action" (as that term is defined in the Plan) as such Retained Causes of Action are listed as of the date of this Joint Stipulation or in the future. The Debtors represent and warrant that no claims, demands, suits, causes of action, or damages referenced in this section have been assigned.

7. Within three (3) days of the Effective Date, the Debtors shall file a notice of rejection pursuant to the Order Authorizing and Approving Procedures to Reject Executory Contracts and Unexpired Leases and (II) Granting Related Relief [Docket No. 250] rejected the Debtors' sublease with respect to certain portion of the Leased Premises.

8. The Administrative Claim shall be deemed an allowed claim against the Debtors' estates and, to the extent not already satisfied, be paid in accordance with the terms of the Plan.

9. Nothing contained in this Joint Stipulation, and no action taken pursuant to the relief requested or granted other than as set forth in paragraph 8, is intended as or shall be construed or deemed to be: (a) an admission as to the amount, validity or priority of, or basis for any claim against the Debtors under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Debtors' or any other party in interest's right to dispute any claim on any grounds; (c) a promise or requirement to pay any particular claim; (d) an implication, admission, or finding that any particular claim is an administrative expense claim or other priority claim; (e) an admission as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; or (f) a waiver or limitation of any claims, causes of action, or other rights of the Debtors, Dell-Mettawa or any other party in interest

against any person or entity under the Bankruptcy Code or any other applicable law.

10. All rights and defenses of the Debtors and Dell-Mettawa are preserved, including all rights and defenses of the Debtors and Dell-Mettawa with respect to a claim for damages arising as a result of the Original Lease rejection, including any right to assert an offset, recoupment, counterclaim, or deduction.

11. Upon the Effective Date, the Debtors are authorized to enter into and perform under the New Lease attached hereto as **Exhibit A** pursuant to section 363 of the Bankruptcy Code.

12. Notwithstanding anything set forth in any agreement between the Debtors and Zoll, including but not limited to, the Zoll APA and Transition Services Agreement between the Debtors and Zoll (the "TSA"), the cancellation of any services by Zoll under the Zoll APA or TSA shall not relieve Zoll of, and Zoll shall be required to pay to the Debtors for all obligations guaranteed under the terms of the New Lease for the full term of the New Lease and any Extension Term (as defined in the New Lease).

13. This Joint Stipulation shall constitute the entire agreement and understanding of the Parties relating to the subject matter hereof and supersedes all prior agreements and understandings relating to the subject matter hereof.

14. The undersigned who execute this Joint Stipulation by or on behalf of each respective Party represents and warrants that he or she has been duly authorized and empowered to execute and deliver this Joint Stipulation on behalf of such Party and that this Joint Stipulation constitutes a valid, binding agreement in accordance with its terms.

15. This Joint Stipulation may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, and it

shall constitute sufficient proof of this Joint Stipulation to present any copies, electronic copies, or facsimiles signed by the Parties here to be charged.

16. This Joint Stipulation shall not be modified, altered, amended or vacated without the written consent of all Parties hereto or by further order of the Bankruptcy Court.

17. Each Party represents and warrants to the other Party that it: (i) made this Joint Stipulation freely and voluntarily and with full knowledge of its significance, and (ii) has been represented by counsel of its own choice in the negotiations preceding the execution of this Joint Stipulation and in connection with the preparation and execution of this Joint Stipulation.

18. This Joint Stipulation shall be binding upon and inure to the benefit of the Parties and their respective successors, administrators, and assigns (including any successors or administrators of the Debtors under the Plan). Without limiting the foregoing, and for the avoidance of doubt, all obligations, duties, liabilities, and agreements of the Debtors under this Joint Stipulation shall also be the obligations, duties, liabilities, and agreements of the estates of the Debtors and Debtors-in-possession, any wind-down Debtor (or similar entity), Plan administrator (or similar entity), other successor to any of the Debtors, the Debtors' assigns, or trustee who is appointed in the Bankruptcy Cases.

19. In the event that the Effective Date does not occur by November 30, 2024, all relief set forth herein shall be considered null and void and the Parties shall maintain all rights, remedies, and defenses.

20. The Bankruptcy Court shall retain jurisdiction to resolve any disputes or controversies arising from this Joint Stipulation.

[*Remainder of Page Intentionally Left Blank – Signatures to Follow*]

Dated: November 25, 2024

*_/s/ Patrick J. Reilley_*
COLE SCHOTZ P.C.
Patrick J. Reilley (No. 4451)
500 Delaware Avenue, Suite 1410
Wilmington, Delaware 19801
Telephone: (302) 652-3131
Email: preilley@coleschotz.com

Co-Counsel for the Debtors and Debtors in Possession

*_/s/ Evan T. Miller_*
SAUL EWING LLP
Evan T. Miller (No. 5364)
1201 North Market Street, Suite 2300
P.O. Box 1266
Wilmington, DE 19899
Telephone: (302) 421-6864
Email: evan.miller@saul.com
Counsel for Dell-Mettawa, LLC

*_/s/ Michael Klein_*
COOLEY LLP
Michael Klein, Esq.
55 Hudson Yards
New York, NY 10001-2157
Telephone: (212) 479-6461
Email: mklein@cooley.com
Counsel for Zoll Medical Corporation

Exhibit A

New Lease

Execution Version

OFFICE LEASE

DELL-METTAWA, LLC, an Illinois limited liability company

Landlord

and

Vyaire Medical, Inc., a Delaware corporation

Tenant

For a portion of

26125 N. RIVERWOODS BOULEVARD, METTAWA IL

November 1, 2024

TABLE OF CONTENTS

<u>Exhibits</u>

Execution Version

OFFICE LEASE

THIS OFFICE LEASE (this "**Lease**") is made as of November 1, 2024 ("**Effective Date**"), between DELL-METTAWA, LLC, an Illinois limited liability company ("**Landlord**"), and Vyaire Medical Inc., a Delaware corporation ("**Tenant**").

Landlord and Tenant hereby agree as follows:

ARTICLE 1

BASIC LEASE PROVISIONS

PREMISES A portion of the 1st floor of the Building as more particularly shown on **Exhibit A** having an agreed Rentable Area of 8,000 rentable square feet.

TURNOVER DATE The Effective Date.

COMMENCEMENT DATE November 1, 2024.

RENT COMMENCEMENT DATE November 1, 2024.

EXPIRATION DATE October 31, 2025.

INITIAL TERM The period commencing on the Commencement Date and ending on the Expiration Date.

BASE RENT

Period	Total Period Rent Base Rent	Monthly Amount
11/1/2025 - 10/31/2025	$600,000.00	$50,000.00

SECURITY DEPOSIT $0.00.

GUARANTOR ZOLL Medical Corporation, a Massachusetts corporation

TENANT'S SHARE Intentionally Omitted.

ADDRESS FOR NOTICES

LANDLORD:

Dell-Mettawa LLC
c/o Dell Realty Company
5215 Old Orchard Road
Suite 760
Skokie, IL 60077-1035
Attn: Jack Faintuch

With a copy to:

Gould & Ratner LLP
222 N. LaSalle Street
Suite 800
Chicago, IL 60601
Attn: Joseph W. Marzo

TENANT

Vyaire Medical Inc.
c/o Cole Schotz P.C.
25 Main Street
Hackensack, NJ 07601
Attn: Matteo Percontino, Esq.
mpercontino@coleschotz.com

BROKER	None.
LANDLORD'S CONTRIBUTION	Intentionally Omitted.
LANDLORD'S ADDITIONAL CONTRIBUTION	Intentionally Omitted.

All capitalized terms used in this Lease (including Exhibits and Schedules) without definition are defined in Exhibit B.

ARTICLE 2

PREMISES AND TERM

2.1 Lease of Premises. Subject to the terms of this Lease, Landlord leases to Tenant and Tenant leases from Landlord the Premises for the Term. Upon the Effective Date, the terms and provisions hereof shall be fully binding on Landlord and Tenant. During the Term and subject to the terms of this Lease, Tenant may use the Common Areas for their intended purposes on a non-exclusive basis in common with Landlord and other tenants and occupants of the Building.

2.2 Lease Term. The Term of this Lease shall commence on the Commencement Date and, unless sooner terminated or extended as hereinafter provided, the Term shall end on the Expiration Date.

2.3 Tender of Possession. Landlord shall tender possession of the Premises to Tenant in the condition required by this Lease on the Commencement Date.

2.4 Condition of Premises. Tenant has inspected the Premises and agrees to accept possession of the Premises in the condition existing on the Turnover Date "as is". Landlord has no obligation to perform any work, supply any materials, incur any expense, provide any monies or make any alterations or improvements to prepare the Real Property or Premises for Tenant's occupancy. Tenant's occupancy of any part of the Premises for any purpose shall be conclusive evidence, as against Tenant, that Tenant has accepted possession of the Premises in its then current condition and at the time such possession was taken, the Premises and the Real Property were in a good and satisfactory condition as required by this Lease.

2.5 Surrender of prior Premises. On or prior to January 31, 2025, Tenant shall: (i) remove all of Tenant furniture, fixtures, equipment and other personal property (including without limitation the personal property of Tenant's employees) from the premises previously leased by Tenant in the Building pursuant to the Original Lease (as defined herein); and (ii) cause such premises to be surrendered to Landlord in condition required by the Original Lease.

2.6 Landlord's Representations and Warranties. Landlord represents and warrants to Tenant that, as of the Effective Date: (i) to Landlord's actual knowledge there are no Hazardous Materials in, on, or under the Real Property or Premises; and (ii) to Landlord's actual knowledge there are no existing violations of Requirements with respect to the Premises, the Common Areas or the parking areas on the Real Property.

ARTICLE 3

RENT AND SECURITY

3.1 Base Rent. Tenant shall pay to Landlord, without notice or demand, Base Rent in equal monthly installments, in advance, on the first day of each month during the Term, commencing on the Rent Commencement Date. Base Rent for a partial month shall be prorated based on the number of days in such month included in the Term after the Rent Commencement Date. It is the intention of the parties that this Lease be a "full gross" lease, and the Base Rent set forth above includes Tenant's proportionate share of real estate taxes, insurance or common area maintenance charges and the same will not be billed to, or payable by, Tenant in addition to Base Rent.

3.2 Initial Lease Payments. Intentionally Omitted.

3.3 Rent Payment. All Rent shall be paid (i) without any set-off, counterclaim, abatement or deduction whatsoever, except as may be expressly set forth in this Lease, (ii) in lawful money of the United States and (iii) at such place as Landlord shall designate in writing to Tenant. Tenant's obligation to pay Rent is independent of Landlord's obligations under this Lease. No payment by Tenant or receipt by Landlord of a lesser amount than the monthly Rent herein stipulated shall be deemed to be other than a payment on account of the earliest stipulated Rent, or as Landlord may elect to apply such payment, nor shall any endorsement or statement on any check or any letter accompanying any check or payment of Rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such Rent or pursue any other remedy provided in this Lease. Tenant shall pay Landlord interest at the Interest Rate on all unpaid Rent from the sixth (6th) day after the date due until paid and a late charge of 5% of the Rent past due. Tenant shall pay any applicable occupancy or rent tax applicable to this Lease now in effect or hereafter enacted and, if such tax is payable by Landlord, Tenant shall promptly pay such amounts to Landlord, upon Landlord's demand.

3.4 Real Estate Taxes, Insurance, Common Area Maintenance. Tenant shall not be required to pay it proportionate share of real estate taxes, insurance or common area maintenance. As used in this Lease, "**Rent**" shall mean Base Rent, the Initial Lease Payments and any other amount owed by Tenant to Landlord in accordance with the terms of this Lease.

3.5 Security Deposit. Intentionally Omitted.

ARTICLE 4

USE AND OCCUPANCY

4.1 Permitted Use. Tenant shall use and occupy the Premises for the Permitted Uses and for no other purpose. If Tenant uses the Premises for a purpose not constituting a Permitted Use, violating any Requirement, or causing the Building to be in violation of any Requirement, then Tenant shall promptly discontinue such use upon notice of such violation. Tenant, at its expense, shall procure and at all times maintain and comply with the terms and conditions of all licenses and permits required for the lawful conduct of the Permitted Uses in the Premises. All Tenant Parties shall comply with all Requirements applicable to their use of the Premises.

4.2 Hazardous Materials. Tenant shall not cause or permit (i) any Hazardous Materials to be brought into the Building or onto the Real Property, (ii) the storage or use of Hazardous Materials in any manner other than in full compliance with any Requirements, or (iii) the escape, disposal or release of any Hazardous Materials within or in the vicinity of the Building or on the Real Property. Nothing herein shall be deemed to prevent Tenant's use of any Hazardous Materials customarily used in the ordinary course of office work, provided such use is in accordance with all Requirements. Tenant shall provide Landlord with copies of all communications received by Tenant from Governmental Authorities relating to Hazardous Materials in the Premises and/or any claims made in connection therewith. Landlord or its agents may perform environmental inspections of the Premises at any time upon reasonable advance notice to Tenant.

4.3 Rules and Regulations. All Tenant Parties shall observe and comply with the Rules and Regulations, as supplemented or amended from time to time. Landlord reserves the right, from time to time, to adopt additional reasonable and nondiscriminatory Rules and Regulations and to amend the Rules and Regulations then in effect. Nothing contained in this Lease shall impose upon Landlord any obligation to enforce the Rules and Regulations or terms, covenants or conditions in any other lease against any other Building tenant, and Landlord shall not be liable to Tenant for violation of the same by any other tenant, its employees, agents, visitors or licensees; provided, that Landlord shall enforce the Rules or Regulations against Tenant in a non-discriminatory fashion. Notwithstanding anything contained herein to the contrary, in the event of a conflict between the Lease and the Rules and Regulations, the Lease shall control.

ARTICLE 5

TENANT REPAIRS AND ALTERATIONS

5.1 Tenant's Repair and Maintenance. Tenant shall promptly, at its expense and in compliance with the requirements of this Article 5, make all repairs to the Premises and the fixtures, equipment and appurtenances therein (including all electrical, plumbing, heating, ventilation and air conditioning, sprinklers and life safety systems in the Premises from the point of connection to the Building Systems and replacement of all lamps, tubes, light bulbs, ballasts, starters and other items in the lighting fixtures in the Premises) as and when needed to preserve the Premises in good working order and condition, except for reasonable wear and tear, damage caused by any act, omission, neglect or improper conduct of Landlord or Landlord's agents or contractors, and damage for which Tenant is not responsible.

5.2 Tenant's Alterations.

(a) **Landlord's Consent**. Tenant shall not make any Tenant Alterations without Landlord's prior consent, which consent shall not be unreasonably withheld if such Tenant Alterations (i) are non-structural and do not affect any Building Systems, (ii) affect only the Premises and are not visible from outside of the Premises, (iii) do not affect the certificate of occupancy issued for the Building or the Premises, and (iv) do not violate any Requirement. Notwithstanding the foregoing, Landlord's consent shall not be required for Alterations consisting solely of painting, wall coverings and carpeting costing less than $50,000.00 ("**Decorative Alterations**").

(b) Conditions for Tenant Alterations. Prior to making any Tenant Alterations, Tenant, at its expense, shall (i) submit to Landlord for its approval, detailed plans and specifications ("**Plans**") of each proposed Tenant Alteration (other than Decorative Alterations), (ii) obtain all permits, approvals and certificates required by any Governmental Authorities, (iii) furnish to Landlord insurance in such form, with such companies, for such periods and in such amounts as Landlord may reasonably require and (iv) furnish to Landlord reasonably satisfactory evidence of Tenant's ability to complete and to fully pay for such Tenant Alterations. Tenant shall give Landlord not less than 5 Business Days' notice prior to performing any Decorative Alteration, which notice shall contain a description of such Decorative Alteration.

(c) **Governmental Approvals**. Tenant shall promptly obtain all certificates of partial and final approval of the Tenant Alterations required by any Governmental Authority and shall furnish Landlord with copies thereof, together with "as-built" Plans for Tenant Alterations in such form as Landlord shall reasonably require.

(d) **Landlord Costs**. Tenant shall pay to Landlord all out-of-pocket costs actually incurred by Landlord in connection with Tenant Alterations, including costs incurred in connection with Landlord's review of the Tenant Alterations (including review of requests for approval thereof) other than with respect to Decorative Alterations.

(e) **Legal Compliance**. The approval of Plans, or consent by Landlord to the making of any Tenant Alterations, does not constitute Landlord's representation that such Plans or Tenant Alterations comply with any Requirements. Landlord shall not be liable to Tenant or any other party in connection with Landlord's approval of any Plans, or Landlord's consent to Tenant's performing any Alterations. If any Tenant Alterations require Landlord to make any alterations or improvements to any part of the Building to comply with any Requirements, Tenant shall pay all costs and expenses incurred by Landlord in connection with such alterations or improvements.

5.3 Manner and Quality of Repairs and Tenant Alterations. All Tenant repairs and Tenant Alterations shall be performed (a) in a good and workerlike manner and free from defects, (b) substantially in accordance with the approved Plans, and by contractors reasonably approved by Landlord, and (c) in compliance with all Requirements, the terms of this Lease and all construction procedures and regulations then prescribed by Landlord. All materials and equipment shall be new, of good quality and at least equal to the applicable standards for the Building then established by Landlord, and no such materials or equipment (other than Tenant's Property) shall be subject to any lien or other encumbrance.

5.4 Mechanic's Liens. Upon completion of a Tenant Alteration, Tenant shall furnish to Landlord sworn contractor affidavits and final unconditional lien and waivers from all contractors, subcontractors and material suppliers. Tenant, at its expense, shall discharge any lien or charge recorded or filed against the Real Property in connection with any work done or claimed to have been done by or on behalf of, or materials furnished or claimed to have been furnished to, Tenant, within 10 Business Days after Tenant's receipt of notice thereof or provide Landlord with security for the payment of such lien or charge on such terms and in such amounts as Landlord shall reasonably require.

5.5 Labor Relations. Tenant shall not employ, or permit the employment of, any contractor, mechanic or laborer, or permit any materials to be delivered to or used in the Building, if, in Landlord's sole judgment, such employment, delivery or use will interfere or cause any conflict with other contractors, mechanics or laborers engaged in the construction, maintenance or operation of the Building by Landlord, Tenant or others. If such interference or conflict occurs, upon Landlord's request, Tenant shall cause all contractors, mechanics or laborers causing such interference or conflict to leave the Building immediately.

ARTICLE 6

LANDLORD REPAIRS AND SERVICES

6.1 Landlord's Maintenance and Repairs. Landlord shall operate, maintain and make all necessary repairs to (i) the Building Systems, (ii) the Building structure, roofs, and exterior windows and walls and (iii) the Common Areas, in conformance with standards applicable to Comparable Buildings. Tenant shall pay to Landlord the cost to repair any damage to any portion of the Building other than the Premises and any damage to the Premises requiring structural repairs, repairs to the Building Systems or the repair or replacement of the Building exterior walls or glass caused by or resulting from any Tenant Alteration or the act, omission, neglect or improper conduct of a Tenant Party or the moving of personal property or equipment into, within or out of the Premises by a Tenant Party.

6.2 Landlord's Alterations. Landlord reserves the right to make any changes, alterations, additions, improvements, repairs or replacements to the Building and Building Systems, including changing the arrangement or location of entrances or passageways, doors and doorways, corridors, elevators, stairs, toilets or other Common Areas (collectively, "**Restorative Work**"), as Landlord deems necessary or desirable, and to take all material into the Premises required for the performance of such Restorative Work; provided, that (a) the level of any Building service shall not decrease in any material respect from the level required of Landlord in this Lease as a result thereof (other than temporary changes in the level of such services during the performance of any such Restorative Work) and (b) Tenant is not deprived of reasonable access to the Premises. Landlord shall notify Tenant in writing ten (10) days prior to the commencement of any Restorative Work and use reasonable efforts to minimize interference with Tenant's use and occupancy of the Premises during the performance of such Restorative Work.

6.3 Electricity. Landlord shall permit Landlord's wire and conduits, to the extent available, suitable and safely capable, to be used for distribution of electricity to the Premises, and Tenant shall arrange to obtain electrical service to the Premises directly with the local electrical utility provider. Landlord may elect to distribute electricity to the Premises and in such event, Tenant shall obtain all of its electricity from Landlord and shall pay all of Landlord's charges for the electricity used in the Premises at no mark-up to Tenant.

6.4 Landlord's Basic Services. Landlord shall provide (i) heating, ventilation and air-conditioning ("**HVAC**") to the Premises during Normal Business Hours in accordance with the HVAC specification set forth in Exhibit F attached hereto; (ii) water in the core lavatories of each floor of the Building; (iii) daily janitorial services in the Premises and Common Areas, weekends and Building Holidays excepted, in accordance with the janitorial specifications set forth in Exhibit G attached hereto; (iv) a Building directory containing the name of tenants and Building standard suite signage; (v) trash removal and recycling; and (vi) snow and ice removal from the parking areas and sidewalks on the Real Property. Landlord shall not be responsible if the Building System providing HVAC fails to maintain a comfortable temperature by reason of (a) any equipment installed by, for or on behalf of Tenant, which has an electrical load in excess of the average electrical load and human occupancy factors for such HVAC system as designed, or (b) any rearrangement of partitioning or other Tenant Alterations made or performed by, for or on behalf of Tenant. Tenant shall cooperate with Landlord and shall abide by the rules and regulations which Landlord may reasonably prescribe for the proper functioning and protection of the HVAC system.

6.5 Telecommunications. If Tenant requests that Landlord grant access to the Building to a telecommunications service provider designated by Tenant for purposes of providing telecommunications services to Tenant, Landlord shall use its good faith efforts to respond to such request within ten (10) days. Tenant acknowledges that nothing set forth in this Section 6.5 shall impose any affirmative obligation on Landlord to grant such request and that Landlord, in its sole discretion, shall have the right to determine which telecommunications service providers shall have access to Building facilities.

6.6 Other Services. Tenant shall pay to Landlord, at Landlord's then established rates, for any services not described in Section 6.3 and Section 6.4 of this Lease that Landlord provides to Tenant or the Premises, at Tenant's request, including freight elevator service and HVAC at times other than as set forth in Section 6.4, maintenance and repair of the Premises or Tenant's Property, moving and other porter services, changes to the Building directory or suite signage and replacement or issuance of keys and employee access cards. Landlord reserves the right, without liability to Tenant and without constituting any claim of constructive eviction, to suspend furnishing or rendering to Tenant any service furnished by Landlord at the expense of Tenant, during the period Tenant is in arrears in the payment of such services for more than 5 Business Days after notice from Landlord to Tenant of such arrears. As of the Effective Date, Landlord's established rate for HVAC at times other than as set forth in Section 6.4 is $70.00/hour.

6.7 Service Interruptions. Landlord reserves the right to suspend any service when necessary, by reason of Unavoidable Delays, accidents or emergencies, or for Restorative Work which, in Landlord's reasonable judgment, are necessary or appropriate until such Unavoidable Delay, accident or emergency shall cease or such Restorative Work is completed. Landlord shall use reasonable efforts to minimize interference with Tenant's use and occupancy of the Premises as a result of any suspension of services. Landlord's performance of Restorative Work, Landlord's exercise of any right under this Section 6.7 to suspend any services or the occurrence of any failure by Landlord to provide services described in Article 6 shall not constitute an actual or constructive eviction, in whole or in part, entitle Tenant to any compensation, abatement or diminution of Rent, relieve Tenant from any of its obligations under this Lease, or impose any liability upon Landlord or any Indemnitee by reason of inconvenience to Tenant, or interruption of Tenant's business, or otherwise. Landlord shall not be liable in any way to Tenant for any failure, defect or interruption of, or change in the supply, character and/or quantity of electric service furnished to the Premises. Notwithstanding any contrary provision of this Lease, if Tenant is prevented from using for the conduct of its business, and does not use for the conduct of its business, the Premises or any material portion thereof, for five (5) consecutive Business Days (the "**Eligibility Period**") as a result of (i) any Restorative Work performed by the Landlord pursuant to Section 6.2 which was not necessitated by the Default, negligence or willful misconduct of any Tenant Party, or (ii) the failure in any material respect of Landlord or its agents or contractors to provide any of the services required to be provided pursuant to Section 6.4 and not caused by the Default, negligence or willful misconduct of any Tenant Party or otherwise due to the occurrence of a casualty, condemnation, or Unavoidable Delay, or (iii) any failure to provide access to the Premises not caused by the Default, negligence or willful misconduct of any Tenant Party or otherwise due to the occurrence of a casualty, condemnation, or Unavoidable Delay, then Tenant's obligation to pay Base Rent shall be abated or reduced, as the case may be, from and after the first day following the last day of the Eligibility Period and continuing for such time that Tenant continues to be so prevented from using for the conduct of its business, and does not so use for the conduct of its business, the Premises or a material portion thereof, in the proportion that the rentable square feet of the portion of the Premises that Tenant is prevented from using, and does not so use, bears to the total rentable square feet of the Premises.

ARTICLE 7

INSURANCE AND INDEMNITY

7.1 Tenant's Insurance.

(a) Tenant, at its expense, shall obtain and keep in full force and effect during the Term:

(i) a policy of commercial general liability insurance on an occurrence basis against claims for personal injury, bodily injury, death and/or property damage occurring in or about the Building, under which Tenant is named as the insured and Landlord and other Indemnitees whose names have been furnished to Tenant are named as additional insureds. Such insurance shall provide primary coverage for the additional insureds and Tenant shall obtain blanket broad-form contractual liability coverage to insure its indemnity obligations set forth in Section 7.3. The minimum limits of liability applying exclusively to the Premises shall be a combined single limit with respect to each occurrence in an amount of not less than $5,000,000 (which may be provided under a combination of underlying and umbrella/excess liability policies). The deductible or self-insured retention for such policy shall not exceed $50,000.00;

(ii) commercial property insurance for the full replacement cost of Tenant's Property and all Tenant's Alterations and other improvements to the Premises insuring such other risks and perils insurable under then available standard forms of "**Special Form Causes of Loss**" property insurance policies having a deductible amount, if any, not in excess of $50,000.00;

(iii) workers' compensation insurance, as required by applicable Requirements; and

(iv) such other insurance in such amounts (including increases in the limits set forth above) as Landlord may reasonably require from time to time.

(b) All insurance required to be carried by Tenant (i) shall contain a provision that (x) no act or omission of Tenant shall affect or limit the obligation of the insurance company to pay the amount of any loss sustained, and (y) shall be non-cancellable and/or no material change in coverage shall be made thereto unless Landlord and the additional insureds receive 30 days' prior notice of the same, by certified mail, return receipt requested, and (ii) shall be effected under valid and enforceable policies issued by reputable insurers permitted to do business in the State of Illinois and rated in Best's Insurance Guide, or any successor thereto as having a "**Best's Rating**" of "**A-**" or better and a "**Financial Size Category**" of at least "**X**" or better or, if such ratings are not then in effect, the equivalent thereof or such other financial rating as Landlord may at any time consider appropriate.

(c) On or prior to the Turnover Date and at least 10 days prior to expiration of the insurance policies required to be carried by Tenant under this Lease, Tenant shall deliver to Landlord certificates evidencing such policies of insurance (on the form currently designated "**Acord 27**" (Evidence of Property Insurance) and "**Acord 25-S**" (Certificate of Liability Insurance), or the equivalent.

7.2 Waiver of Subrogation and Claims. Landlord and Tenant shall each procure an appropriate clause in or endorsement to any property insurance covering the Real Property and personal property, fixtures and equipment located therein, wherein the insurer waives subrogation or consents to a waiver of right of recovery, and Landlord and Tenant agree not to make any claim against, or seek to recover from, the other for any loss or damage to its property or the property of others resulting from fire or other hazards to the extent covered by the property insurance coverages that were required to be carried under the Lease, or are carried, by such party and any deductible under such coverage. Tenant acknowledges that Landlord shall not carry insurance on, and shall not be responsible for, (i) damage to any Tenant Alterations or other improvements to the Premises, (ii) Tenant's Property, and (iii) any loss suffered by Tenant due to interruption of Tenant's business.

7.3 Tenant's Indemnity. Subject to Section 7.2 and to the extent not expressly prohibited by Requirements or due to the negligence of Landlord, its employees, agents or contractors, Tenant shall indemnify, defend, protect and hold harmless each of the Indemnitees from and against any and all Losses, resulting from any claims against the Indemnitees (i) arising from any act, omission or negligence of any Tenant Party, (ii) arising from any accident, injury or damage to any person or to the property of any person and occurring in the Premises or on the Real Property, including without limitation in connection with Tenant's move out and restoration of the premises leased by Tenant under the Original Lease (as defined herein) or move into the Premises; (iii) arising from the presence of Hazardous Materials in the Building caused or permitted by a Tenant Party; or (iv) for which Tenant would have been obligated to indemnify Landlord under that certain Office Lease by and between Tenant and Landlord dated November 3, 2016, as amended to date (collectively, the "Original Lease") through the termination date of such Original Lease. If any claim, action or proceeding is made or brought against any Indemnitee under any indemnity provided in this Lease, then upon demand by such Indemnitee, Tenant, at its sole cost and expense, shall defend such claim, action or proceeding in the indemnified party's name (if necessary), by counsel reasonably satisfactory to the Indemnitee.

7.4 Landlord's Indemnity. Subject to Section 7.2, and Article 17, and except to the extent due to the negligence of Tenant, its employees, agents or contractors, Landlord shall indemnify, defend, protect and hold harmless Tenant, its employees, officers, directors, and shareholders ("**Tenant Indemnitees**") from any and all Losses incurred as a result the gross negligence or willful misconduct of Landlord.

ARTICLE 8

ASSIGNMENT AND SUBLETTING

8.1 Permitted Transfers. Tenant, without Landlord's consent, may make the following Transfers (each a "**Permitted Transfer**"): (a) a sublet of all or a part of the Premises for the Permitted Uses to any business entity which controls, is controlled by, or is under common control with the Tenant (an "**Affiliate**") (b) an assignment of this Lease to an Affiliate or a business entity into or with which Tenant is merged or consolidated or to which all or substantially all of Tenant's assets or shares are transferred provided (i) such transfer was made for a legitimate independent business purpose and not for the purpose of transferring this Lease, (ii) the Transferee has a net worth computed in accordance with generally accepted accounting principles at least equal to the net worth of Tenant immediately prior to such Permitted Transfer or on the Commencement Date (whichever is greater), and (iii) proof satisfactory to Landlord of such net worth is delivered to Landlord at least 10 days prior to the effective date of any such transaction; or (c) a written or oral license of not more than 10% of the rentable area of the Premises for use by persons not employed by Tenant ("**Desk Space Licenses**") where (x) the portion of the Premises subject to such Desk Space Licenses is not separately demised; (y) there are no separate entrances for such space subject to the Desk Space Licenses; and (z) the names of the companies employing the people using the Premises pursuant to a Desk Space License are not listed on the directory or signage for the Premises. For the purposes hereof, "**control**" shall be deemed to mean ownership of not less than 50% of all of the ownership interests of such corporation or other business entity. Notwithstanding the foregoing, Tenant shall have no right to effect a Permitted Transfer if Tenant is not the initial Tenant herein named or a Transferee under a Permitted Transfer or if an uncured Default exits.

8.2 Other Transfers. Except for Permitted Transfers, no Transfer shall be made without Landlord's prior consent in each instance. Any Transfer in contravention of the provisions of this Article 8 shall be void and shall constitute an incurable Default. Landlord's consent to any Transfer shall not relieve Tenant from the obligation to obtain Landlord's consent to any further Transfer. In no event shall any permitted Transferee assign or encumber its sublease or further sublet any portion of its sublet space, or otherwise suffer or permit any portion of the sublet space to be used or occupied by others. The listing of any name other than that of Tenant on the doors of the Premises, the Building directory or elsewhere shall not vest any right or interest in this Lease or in the Premises, nor be deemed to constitute Landlord's consent to any Transfer. Any such listing shall constitute a privilege revocable in Landlord's discretion by notice to Tenant.

8.3 Consent to Assignment or Subletting. If no Default then exists and if Landlord does not give a Recapture Notice as provided below, Landlord's consent to a proposed assignment or sublease shall not be unreasonably withheld, conditioned or delayed and shall be granted or denied no later than the date ("**Transfer Approval Date**") which is fifteen (15) days after delivery to Landlord of (i) a true and complete statement reasonably detailing the identity of the proposed Transferee, the nature of its business and its proposed use of the Premises, (ii) current financial information with respect to the Transferee, including its most recent financial statements, (iii) a copy of the fully executed assignment or sublease. If Tenant requests Landlord's consent to an assignment or sublease, Landlord shall have the right, at Landlord's option, (A) to terminate this Lease for the space Tenant proposes to sublease, or (B) in the case of a proposed assignment, to terminate this Lease for the entire Premises. Such right may be exercised by notice from Landlord to Tenant ("**Recapture Notice**") on or prior to the Transfer Approval Date. Tenant shall have 10 Business Days after receipt of the Recapture Notice to rescind in writing the proposed assignment or sublease, and, upon such rescission, the Transfer Notice and Recapture Notice shall be null and void. If the Recapture Notice is not rescinded (x) this Lease shall end and expire for all or a portion of the Premises, as the case may be, on the date that such assignment or sublease was to commence, or, if later, 60 days after the date of the Recapture Notice unless Landlord agrees to such earlier date and (y) Tenant, upon Landlord's request, shall enter into an amendment of this Lease ratifying and confirming such total or partial termination, and setting forth any appropriate modifications to the terms and provisions hereof to reflect the reduction in the Premises including Base Rent. Landlord shall not be deemed to have unreasonably withheld its consent if, in the judgment of Landlord: (i) the Transferee's character or business is not consistent with the standards or criteria used by Landlord in leasing the Building; (ii) the Transferee does not have a sufficient financial condition to perform its obligations under this Lease or the sublease; (iii) the Transferee's use of the Premises violates this Lease or the lease of any other tenant in the Building; or (iv) the Transferee is a tenant of the Building or an entity with which Landlord is actively negotiating a lease for space in the Building or a governmental entity or agency.

8.4 Conditions of Assignment and Subletting. Each Permitted Transfer and each sublease or assignment approved by Landlord shall be subject to the following:

(a) The form of the proposed assignment or sublease shall be reasonably satisfactory to Landlord; no sublease shall be for a term ending later than one day prior to the Expiration Date; at Landlord's request Tenant and the Transferee under a sublease shall execute Landlord's customary sublease consent form and the Transferee under an assignment shall assume all of Tenant's obligations under this Lease in a form and substance reasonably satisfactory to Landlord;

(b) If a Default exists, Landlord may collect rent from the Transferee and apply the net amount collected to the Rent herein reserved. No such collection shall be deemed a waiver of the provisions of this Article 8 or an acceptance of the Transferee as a tenant;

(c) Tenant shall reimburse Landlord for all reasonable expenses incurred by Landlord in connection with such assignment or sublease, including any investigations as to the acceptability of the Transferee and all legal costs reasonably incurred in connection with the granting of any requested consent, which expenses and costs shall not exceed Three Thousand and 00/100 Dollars ($3,000.00);

(d) If Landlord consents to any sublease by Tenant or if Tenant enters into a sublease that does not require Landlord's consent under this Lease, then Tenant shall be entitled to retain 100% of any rent(s) received from such subtenant in excess of the Rent owed by Tenant hereunder.

ARTICLE 9

ACCESS TO PREMISES

9.1 Landlord's Access.

(a) Landlord, Landlord's agents and utility service providers servicing the Building may erect, use and maintain concealed ducts, pipes and conduits in and through the Premises provided such use does not cause the usable area of the Premises to be reduced beyond a de minimis amount. Landlord shall promptly repair any damage to the Premises caused by any work performed pursuant to this Article 9.

(b) Landlord, any Security Holders and any other party designated by Landlord and their respective agents shall have the right to enter the Premises at all reasonable times, upon reasonable notice (which notice may be oral) except in the case of emergency, to examine the Premises, to show the Premises to prospective purchasers, Security Holders or tenants and their respective agents and representatives or others and to perform services, Restorative Work and repairs to the Premises or the Building.

(c) All parts (except surfaces facing the interior of the Premises) of all walls, windows and doors bounding the Premises, all balconies, terraces and roofs adjacent to the Premises, all space in or adjacent to the Premises used for shafts, stacks, stairways, mail chutes, conduits and other mechanical facilities, Building Systems, Building facilities and Common Areas are not part of the Premises, and Landlord shall have the use thereof and access thereto through the Premises for the purposes of Building operation, maintenance, alteration and repair.

9.2 Building Name. Landlord has the right at any time to change the name or address of the Building.

ARTICLE 10

END OF TERM

10.1 Expiration. Upon the expiration or other termination of this Lease, Tenant shall quit and surrender the Premises to Landlord vacant, broom clean and in good order and condition, ordinary wear and tear and damage for which Tenant is not responsible under the terms of this Lease excepted, and Tenant shall remove all of Tenant's Property and, unless otherwise directed by Landlord, Tenant's Specialty Alterations and close up any slab penetrations. Tenant shall repair and restore, in a good and workerlike manner, any damage to the Premises or the Building caused by Tenant's removal of any Specialty Alterations or Tenant's Property or by the closing of any slab penetrations, and upon default thereof, Tenant shall reimburse Landlord for Landlord's cost of repairing and restoring such damage. Any Specialty Alterations or Tenant's Property not so removed shall be deemed abandoned and Landlord may remove and dispose of same, and repair and restore any damage caused thereby, at Tenant's cost and without accountability to Tenant. All other Tenant Alterations shall become Landlord's property upon termination of the Lease.

10.2 Holdover. If possession of the Premises is not surrendered to Landlord on the Expiration Date or sooner termination of this Lease, in addition to any other rights or remedies Landlord may have hereunder or at law, Tenant shall pay to Landlord (a) for the first thirty (30) days during which Tenant holds over in the Premises after the Expiration Date or sooner termination of this Lease, a monthly Rent equal to 150% of the monthly Base Rent and 100% Additional Rent payable under this Lease for the last full calendar month preceding the Expiration Date or such termination of the Lease, and (b) for any period thereafter, a monthly Rent equal to 200% of the monthly Rent payable under this Lease for the last full calendar month preceding the Expiration Date or such termination of the Lease. In addition, Tenant shall indemnify Landlord against all Losses arising from such failure to surrender possession of the Premises. No holding-over by Tenant, nor the payment to Landlord of the amounts specified above, shall operate to extend the Term hereof. Nothing herein contained shall be deemed to permit Tenant to retain possession of the Premises after the Expiration Date or sooner termination of this Lease, and no acceptance by Landlord of payments from Tenant after the Expiration Date or sooner termination of this Lease shall be deemed to be other than on account of the amount to be paid by Tenant in accordance with the provisions of this Article 10.

ARTICLE 11

DEFAULT

11.1 Landlord Remedies.

(a) **Termination**. Upon the occurrence of any Default, Landlord, at its sole option and upon notice to Tenant, may terminate this Lease and the Term or terminate Tenant's possession of the Premises, but Tenant shall remain liable for damages as provided in this Article 11. Any notice of termination of this Lease or Tenant's possession of the Premises may be given simultaneously with any notice of default given to Tenant.

(b) **Possession/Reletting**. If this Lease and the Term or Tenant's right to possession of the Premises, terminates as provided in Section 11.1(a), Tenant shall quit and surrender the Premises to Landlord, and

Landlord and its agents may immediately, or at any time after such termination, re-enter the Premises or any part thereof, without notice, either by summary proceedings, by force (to the extent permitted by applicable Requirements) or otherwise in accordance with applicable legal proceedings (without being liable to indictment, prosecution or damages therefor), and may repossess the Premises and dispossess Tenant and any other persons from the Premises and remove any and all of their property from the Premises. Landlord, at Landlord's option, may relet all or any part of the Premises from time to time, either in the name of Landlord or otherwise, to such tenant or tenants, for any term ending before, on or after the Expiration Date, at such rental and upon such other conditions (which may include concessions and free rent periods) as Landlord, in its sole discretion, may determine. Landlord shall have no obligation to accept any tenant offered by Tenant and shall not be liable for failure to relet or, in the event of any such reletting, for failure to collect any rent due upon any such reletting; and no such failure shall relieve Tenant of, or otherwise affect, any liability under this Lease. However, to the extent required by applicable Requirements, Landlord shall use reasonable efforts to mitigate its damages but shall not be required to divert prospective tenants from any other portions of the Building. Landlord, at Landlord's option, may make such alterations, decorations and other physical changes in and to the Premises as Landlord, in its sole discretion, considers advisable or necessary in connection with such reletting or proposed reletting, without relieving Tenant of any liability under this Lease or otherwise affecting any such liability.

(c) **Threatened Breach**. Upon the breach or threatened breach by Tenant, or any persons claiming through or under Tenant, of any term, covenant or condition of this Lease, Landlord shall have the right to enjoin such breach.

(d) **Landlord's Right to Cure**. If Tenant defaults in the performance of its obligations under this Lease, Landlord, without waiving such default, may perform such obligations. All costs and expenses incurred by Landlord in connection with any such performance by Landlord shall be paid by Tenant to Landlord on demand, with interest thereon at the Interest Rate from the date incurred by Landlord.

(e) **Remedies Cumulative**. Landlord's remedies provided in this Lease are cumulative and shall not preclude Landlord from invoking any other remedy allowed at law or in equity.

11.2 Landlord's Damages. If this Lease and the Term, or Tenant's right to possession of the Premises, terminates as provided in Section 11.1(a), then:

(a) Tenant shall pay to Landlord all items of Rent payable under this Lease by Tenant to Landlord prior to the date of termination;

(b) Landlord may retain all monies, if any, paid by Tenant to Landlord, whether as prepaid Rent, a security deposit or otherwise, which monies, to the extent not otherwise applied to amounts due and owing to Landlord, shall be credited by Landlord against any damages payable by Tenant to Landlord;

(c) Tenant shall pay to Landlord, in monthly installments, on the days specified in this Lease for payment of installments of Base Rent, any Deficiency; it being understood that Landlord shall be entitled to recover the Deficiency from Tenant each month as the same shall arise, and no suit to collect the amount of the Deficiency for any month, shall prejudice Landlord's right to collect the Deficiency for any subsequent month by a similar proceeding;

(d) Whether or not Landlord shall have collected any monthly Deficiency, Tenant shall pay to Landlord, on demand after Landlord's termination of this Lease, in lieu of any further Deficiency, a sum equal to the amount by which the Rent for the period which otherwise would have constituted the unexpired portion of the Term (assuming the Additional Rent during such period to be the same as was payable for the year immediately preceding such termination or re-entry, increased in each succeeding year by 4% (on a compounded basis)) exceeds the then fair and reasonable rental value of the Premises, for the same period (with both amounts being discounted to present value at a rate of interest equal to 2% below the then Prime Rate) less the aggregate amount of Deficiencies theretofore collected by Landlord pursuant to the provisions of Section 11.2(c) for the same period. If, before presentation of proof of such liquidated damages to any court, commission or tribunal, the Premises, or any part thereof, shall have been relet by Landlord for the period which otherwise would have constituted the unexpired portion of the Term, or any part thereof, the amount of rent reserved upon such reletting shall be deemed prima facie, to be the fair and reasonable rental value for the part or the whole of the Premises so relet during the term of the reletting; and

(e) If the Premises, or any part thereof, shall be relet together with other space in the Building, the rents collected or reserved under any such reletting and the expenses of any such reletting shall be equitably apportioned for the purposes of this Section 11.2. Tenant shall not be entitled to any rents collected or payable under any reletting, whether or not such rents exceed the Base Rent reserved in this Lease. Nothing contained in this Article 11 shall be deemed to limit or preclude the recovery by Landlord from Tenant of the maximum amount allowed to be obtained as damages by any Requirement, or of any sums or damages to which Landlord may be entitled in addition to the damages set forth in this Section 11.2.

ARTICLE 12

LANDLORD DEFAULT

Landlord shall not be in default hereunder unless Landlord fails to perform any obligation required of Landlord under the terms of this Lease within a reasonable time, but in no event later than 30 days after written notice by Tenant to Landlord, specifying the nature of Landlord’s failure to perform. If, however, the nature of Landlord’s obligation is such that more than 30 days are reasonably required for performance, than Landlord shall not be in default hereunder if Landlord commences performance within such 30 day period and thereafter diligently prosecutes such cure to completion. If Landlord at the expiration of such notice and cure periods has failed to cure such default, then, subject to the exculpatory provisions of Article 17, Tenant may pursue any of its legal or equitable remedies, but Tenant shall have no right to otherwise terminate this Lease. Notwithstanding the foregoing, nothing contained in this Article 12 shall be deemed to expand Tenant’s remedies under circumstances where particular provisions of this Lease expressly provide for an available remedy (such as abatement of rent), and where such available remedies are so set forth they shall be deemed Tenant’s exclusive remedy

ARTICLE 13

CASUALTY

13.1 Restoration. If the Premises is damaged by fire or other casualty (“**Casualty**”), or if the Building is damaged by Casualty and Tenant is deprived of reasonable access to the Premises and, in each case, the Lease is not terminated pursuant to the provisions of this Article 13, the damage shall be repaired by Landlord to substantially the condition existing prior to the damage subject to the provisions of any Security Documents, but Landlord shall have no obligation to repair or restore (i) Tenant’s Property or (ii) Tenant Alterations or other improvements to the Premises or the premises of other tenants of the Building. Provided no Default then exists, until Landlord’s restoration of the Premises is Substantially Completed or would have been Substantially Completed but for Tenant delay, Base Rent shall be reduced in the proportion by which the Rentable Area of the part of the Premises which is not usable (or accessible) and is not used by Tenant bears to the total Rentable Area of the Premises.

13.2 Landlord’s Termination Right. If (a) more than 25% of the Premises is damaged or is rendered untenantable by a Casualty, (b) the Building shall be damaged by a Casualty and in Landlord’s reasonable opinion, substantial alteration, demolition, or reconstruction of the Building shall be required (whether or not the Premises are so damaged or rendered untenantable), or (c) a Security Holder applies Casualty insurance proceeds to payment of amounts due under the Security Instrument, then any such events, not later than 45 days following the date of the Casualty, Landlord may terminate this Lease by notice to Tenant. If this Lease is so terminated, (a) the Term shall expire upon the 30th day after such notice is given, (b) Tenant shall vacate the Premises and surrender the same to Landlord, (c) Tenant’s liability for Rent shall cease as of the date of the Casualty, and (d) any prepaid Rent for any period after the date of the Casualty shall be refunded by Landlord to Tenant.

ARTICLE 14

EMINENT DOMAIN

14.1 Lease Termination. If all or substantially all of the Real Property, the Building or the Premises is acquired or condemned permanently or for the remaining Term for any public or quasi-public purpose (a "**Taking**"), this Lease shall terminate and the Term shall end as of the date of the vesting of title and Rent shall be prorated and adjusted as of such date. If less than substantially all the Real Property or Building is taken in connection with a Taking, Landlord may terminate this Lease by notice delivered to Tenant within 60 days following the date Landlord receives notice of such Taking. If 10% or more of the Rentable Area of the Premises occupied by Tenant is Taken or, if by reason any Taking of a portion of the Real Property, Tenant no longer has reasonable means of access to the Premises, Tenant may terminate this Lease by notice to Landlord given within 30 days following the date upon which Tenant is given notice of such Taking, a termination of this Lease pursuant to this Section 14.1 shall be effective on the 30th day following the giving of notice of termination.

14.2 Restoration. If a part of the Premises is Taken and this Lease is not terminated pursuant to Section 14.1, Landlord, without being required to spend more than it collects as an award, and subject to the provisions of any Security Document, shall restore the remaining Premises to a self-contained rental unit substantially equivalent (with respect to character, quality, appearance and services) to that which existed immediately prior to such Taking, excluding Tenant's Property and Tenant's Alterations and other improvements to the Premises.

14.3 Adjustment of Rent. Upon any termination of this Lease pursuant to the provisions of this Article 14, Rent shall be apportioned as of, and shall be paid or refunded up to and including, the date of such termination. If this Lease is not terminated following a Taking of part of the Building or the Premises, then from and after the date of the vesting of title, Base Rent shall be modified to reflect the reduction of the Premises and/or the Building as a result of such Taking.

14.4 Awards. Landlord shall receive the entire award for any Taking, and Tenant shall have no claim against Landlord or the condemning authority for the value of any unexpired portion of the Term, the Initial Installations or Tenant's Alterations; and Tenant hereby assigns to Landlord all of its right in and to such award. Nothing contained in this Article 14 shall be deemed to prevent Tenant from making a separate claim in any condemnation proceedings for the then value of any Tenant's Property included in such Taking and for any moving expenses, provided any such award is in addition to, and does not result in a reduction of, the award made to Landlord.

ARTICLE 15

SUBORDINATION

15.1 Subordination and Non-Disturbance. This Lease shall be subject and subordinate to all existing and future Security Documents without the need for any further documentation of such subordination, unless a Security Holder elects, by written notice to Tenant, that this Lease shall have priority over its Security Document. Tenant shall from time to time within 10 Business Days of Landlord's request, execute and deliver any documents or instruments that may be reasonably required by any Security Holder to confirm any subordination and attornment.

15.2 Attornment. If a Security Holder or any other person or entity shall succeed to the rights of Landlord under this Lease, then, at the request of the successor landlord, Tenant shall attorn to and recognize such successor landlord as Landlord under this Lease. The provisions of this Section 15.2 are self-operative and require no further instruments to give effect hereto; provided, however, that Tenant shall promptly execute and deliver any instrument that such successor landlord may reasonably request (a) evidencing such attornment, (b) setting forth the terms and conditions of Tenant's tenancy, and (c) containing such other terms and conditions as may be required by a successor landlord that was or is a Security Holder, provided such other terms and conditions do not increase the Rent, increase Tenant's obligations or affect Tenant's rights under this Lease. Upon such attornment this Lease shall continue in full force and effect as a direct lease between such successor landlord and Tenant upon all of the terms, conditions and covenants set forth in this Lease except that such successor landlord shall not be (i) liable for any act or omission of Landlord; (ii) subject to any defense, claim, counterclaim, set-off or offsets which Tenant may have against Landlord; (iii) bound by any prepayment of Rent to Landlord made more than one month prior to its due date; (iv) bound by any obligation to make any payment to Tenant which was required to be made prior to the time such successor landlord succeeded to Landlord's interest; (v) bound by any modification, amendment or renewal, or termination of this Lease made without the Security Holder's consent; (vi) liable for the repayment of the Security Deposit, if any; or (vii) obligated to perform any improvements to the Building or Premises, provide monies for improvements to the Premises or to expend monies in excess of insurance proceeds or condemnation awards to restore the Premises after a Casualty or Taking; provided, however that if anything in the preceding clauses (i)-(vii) conflict with the provisions of any Subordination and Non-Disturbance Agreement between such successor landlord and Tenant, the provisions of the Subordination Non-Disturbance Agreement shall prevail.

15.3 Tenant's Termination Right. As long as any Security Document exists, Tenant shall not seek to terminate this Lease by reason of any act or omission of Landlord until (a) Tenant shall have given notice of such act or omission to all Security Holders for whom Landlord has provided Tenant names and addresses, and (b) a reasonable period of time shall have elapsed following the giving of notice of such default and the expiration of any applicable notice or grace periods provided Landlord under this Lease (unless such act or omission is not capable of being remedied within a reasonable period of time), during which period such Security Holders shall have the right, but not the obligation, to remedy such act or omission and thereafter diligently proceed to so remedy such act or omission. If any Security Holder elects to remedy such act or omission of Landlord, Tenant shall not seek to terminate this Lease so long as such Security Holder is proceeding with reasonable diligence to effect such remedy.

ARTICLE 16

WAIVER PROVISIONS

16.1 No Surrender or Release. No act or thing done by Landlord or Landlord's agents or employees during the Term shall be deemed an acceptance of a surrender of the Premises, and no provision of this Lease shall be deemed to have been waived by Landlord, unless such surrender or waiver is in writing and is signed by Landlord.

16.2 No Waiver. The failure of either party to seek redress for violation of, or to insist upon the strict performance of, any covenant or condition of this Lease shall not be construed as a waiver or relinquishment for the future performance of such covenant or condition or of the right to exercise such election but the same shall continue and remain in full force and effect for any subsequent breach, act or omission. The receipt by Landlord of any Rent with knowledge of the breach of any covenant of this Lease shall not be deemed a waiver of such breach.

16.3 Jury Trial Waiver. LANDLORD AND TENANT HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER PARTY AGAINST THE OTHER ON ANY MATTERS IN ANY WAY ARISING OUT OF OR CONNECTED WITH THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT, TENANT'S USE OR OCCUPANCY OF THE PREMISES, OR THE ENFORCEMENT OF ANY REMEDY UNDER ANY STATUTE, EMERGENCY OR OTHERWISE.

16.4 Waiver of Counterclaim. If Landlord commences any summary proceeding against Tenant, Tenant will not interpose any counterclaim of any nature or description in any such proceeding (unless failure to interpose such counterclaim would preclude Tenant from asserting in a separate action the claim which is the subject of such counterclaim), and will not seek to consolidate such proceeding with any other action which may have been or will be brought in any other court by Tenant.

16.5 Tenant's Liability. The joint and several liability of Tenant and any successors-in-interest of Tenant and the due performance of Tenant's obligations under this Lease shall not be discharged, released or impaired by any agreement or stipulation made by Landlord extending the time or modifying any of the terms and provisions of this Lease, or by any waiver or failure of Landlord to enforce any of the terms and provisions of this Lease.

ARTICLE 17

LANDLORD LIABILITY

17.1 Transfer of Real Property. Landlord's obligations under this Lease shall not be binding upon the then Landlord hereunder after the sale, conveyance, assignment or transfer (collectively, a "**Property Transfer**") by such Landlord (or upon any subsequent Landlord after the Property Transfer by such subsequent Landlord) of its interest in the Building or the Real Property, as the case may be, and in the event of any such Property Transfer, Landlord (and any such subsequent Landlord), subject to the transfer of the Security Deposit in accordance with Section 3.5 above, if any, shall be entirely freed and relieved of all covenants and obligations of Landlord hereunder arising from and after the date of the Property Transfer and the transferee of Landlord's interest (or that of such subsequent Landlord) in the Building or the Real Property, as the case may be, shall be deemed to have assumed all obligations under this Lease arising from and after the date of the Property Transfer.

17.2 Limitation on Landlord's Liability. The liability of Landlord for Landlord's obligations under this Lease shall be limited to Landlord's interest in the Real Property and Tenant shall not look to any other property or assets of Landlord or the property or assets of any direct or indirect partner, member, manager, shareholder, director, officer, principal, employee or agent of Landlord (collectively, the "**Parties**") in seeking either to enforce Landlord's obligations under this Lease or to satisfy a judgment for Landlord's failure to perform such obligations; and none of the Parties shall be personally liable for the performance of Landlord's obligations under this Lease. In no event shall Landlord be liable for, and Tenant, on behalf of itself and all other Tenant Parties, hereby waives any claim for, any indirect, consequential or punitive damages, including loss of profits or business opportunity, arising under or in connection with this Lease.

17.3 Liability for Injury, Theft or Damage. Any Building employee to whom any property shall be entrusted by or on behalf of Tenant shall be deemed to be acting as Tenant's agent for such property and neither Landlord nor its agents shall be liable for any damage to such property, or for the loss of or damage to any property of Tenant by theft or otherwise. To the extent permitted by the Requirements, none of the Indemnitees shall be liable for and Tenant waives all claims and releases the Indemnitees from all claims for any injury to persons or of theft or damage to property or interruption of Tenant's business resulting from (a) Casualty, (b) acts of third parties, (c) construction of any private, public or quasi-public work, (d) the bursting or leaking of any pipe, drain, tank or other device, (e) the inadequacy or failure of any security or protection services, personnel or equipment, or (f) any other matter not within the reasonable control of Landlord. No penalty shall accrue for delays which may arise by reason of adjustment of fire insurance on the part of Landlord or Tenant, or for any Unavoidable Delays arising from any repair or restoration of any portion of the Building following a Casualty, provided that Landlord shall use reasonable efforts to minimize interference with Tenant's use and occupancy of the Premises during the performance of any such repair or restoration.

17.4 Landlord's Approval. If Landlord refuses to grant any required consent or approval, whether or not this Lease provides such consent or approval would not be unreasonably withheld, Tenant shall not make, and Tenant hereby waives, any claim for money damages (including any claim by way of set-off, counterclaim or defense) based upon Tenant's claim or assertion that Landlord unreasonably withheld or delayed its consent or approval. Tenant's sole remedy shall be an action or proceeding to enforce such provision by specific performance, injunction or declaratory judgment.

ARTICLE 18

SIGNS

18.1 Building Lobby Sign. Provided that no Default then exists, Tenant shall be permitted to install a sign in the main lobby of the Building (the "**Lobby Sign**"). The location and design of the Lobby Sign shall be subject to Landlord's prior written approval, such approval not to be unreasonably withheld, conditioned or delayed. Landlord hereby approves the existing Lobby Sign. All costs to install, maintain, repair, and repair the Lobby Signs, and repair any portion of the Building or Real Property damaged by such removal shall be the sole responsibility of Tenant.

ARTICLE 19

PARKING

19.1 Exterior Parking Spaces. At no cost to Tenant, at all times during the Term of this Lease, Landlord shall provide Tenant with a number of exterior unreserved parking spaces in the exterior parking lot on the Real Property equal to 5.7 parking spaces per 1,000 rentable square feet of the Premises at the time in question.

19.2 Interior Parking Spaces. At no cost to Tenant, and at all times during the Term of this Lease, Landlord shall provide Tenant with one (1) interior unreserved parking space in the garage located underneath the Building.

ARTICLE 20

EXTENSION OPTION

20.1 Extension Terms. Tenant shall have the option ("**Extension Option**") to extend the Term for all the Premises for a period of six (6) months or twelve (12) months (the "**Extension Term**"). The Extension Term shall commence only if: (i) Tenant has notified Landlord in writing of its exercise of the right to extend the term for the Extension Term no later than two (2) months prior to the then current Expiration Date and in such notice has specified whether the period of the Extension Term will be six (6) months or twelve (12) months, time being of the essence, and (ii) at the time of the exercise of such right and immediately prior to the then current Expiration Date, no Default then exists hereunder.

20.2 Terms of an Extension. The Extension Term shall be upon all of the agreements, terms, covenants, and conditions hereof binding upon Tenant during the Initial Term, including the payment of Base Rent. Upon the commencement of the Extension Term, (x) the Extension Term shall be added to and become part of the Term (but shall not be considered part of the initial Term), (y) any reference to "this Lease", to the "Term", the "term of this Lease" or any similar expression shall be deemed to include the Extension Term, and (z) the expiration of the Extension Term shall become the Expiration Date. Landlord and Tenant shall promptly execute and exchange an appropriate amendment to this Lease, reasonably satisfactory to the parties and confirming the terms, conditions and provisions applicable to the Premises during the Extension Term in accordance with this Section, but neither Landlord's nor Tenant's failure to execute such amendment shall relieve Tenant of its obligation to lease the Premises on the terms and conditions set forth in this Lease.

ARTICLE 21

MISCELLANEOUS

21.1 Delivery, Counterparts and Recording. This Lease shall not be binding upon Landlord or Tenant unless and until Landlord shall have executed and delivered a fully executed copy of this Lease to Tenant. This Lease may be executed in 2 or more counterparts, each of which shall constitute an original, but all of which, when taken together, shall constitute but one instrument. Landlord and Tenant acknowledge and agree that, notwithstanding any law or presumption to the contrary, an electronic (transmitted by electronic mail in a PDF format) or telefaxed signature of either party upon this Lease shall be deemed valid and binding and admissible by either party against the other as if same were an original ink signature. Landlord and Tenant (i) intend to be bound by the signatures to this Lease sent by facsimile or electronic mail, (ii) are aware that the other party will rely on such signatures, and (iii) hereby waive any defenses to the enforcement of the terms of this Lease based on the foregoing forms of signature. Neither this Lease nor a memorandum thereof shall be recorded.

21.2 Entire Document. This Lease (including all Schedules, Exhibits and supplementary agreements referenced herein) contains the entire agreement between the parties, and all prior negotiations and agreements are merged into this Lease. All of the Schedules and Exhibits attached hereto are incorporated in and made a part of this Lease as though fully set forth herein. In the event of any inconsistency between the terms and provisions of this Lease and the terms and provisions of the Schedules and Exhibits hereto, the terms and provisions of this Lease shall control.

21.3 Unenforceability. If any provision of this Lease, or its application to any person or circumstance, shall be invalid or unenforceable, the remainder of this Lease or the application of such provision to any other person or any other circumstance (other than those as to which it shall be invalid or unenforceable) shall not be affected, and each provision hereof shall remain valid and enforceable to the fullest extent permitted by law.

21.4 Lease Disputes. This Lease shall be governed in all respects by the laws of the State of Illinois. All disputes arising, directly or indirectly, out of or relating to this Lease, and all actions to enforce this Lease, shall be dealt with and adjudicated in the state courts of the State of Illinois, County of Lake or the United States District Court for the Northern District of Illinois (Eastern Division) and for that purpose Tenant hereby expressly and irrevocably submits itself to the personal jurisdiction of such courts.

21.5 Attorneys' Fees. If either Landlord or Tenant institutes any action or proceeding in court to enforce any provision hereof, the prevailing party, as determined by a final, non-appealable order entered by a court of competent jurisdiction, shall be entitled to receive from the losing party, in addition to court costs, such amount as the court may adjudge to be reasonable as attorneys' fees for services rendered to said prevailing party, and said amount may be made a part of the judgment against the losing party. If, without Landlord's fault, Landlord shall be made a party to any litigation or other action commenced by or against Tenant, then Tenant shall pay all costs, expenses and reasonable attorneys' fees incurred or paid by Landlord in connection with such litigation

21.6 Estoppel. Within 10 Business Days following request from Landlord Tenant shall deliver to Landlord a statement executed and acknowledged by Tenant, in form reasonably satisfactory to Landlord, (a) stating the Commencement Date, the Rent Commencement Date and the Expiration Date, and that this Lease is then in full force and effect and has not been modified (or if modified, setting forth all modifications), (b) setting forth the date to which the Base Rent and any Additional Rent have been paid, together with the amount of monthly Base Rent and Additional Rent then payable, (c) stating whether or not, to the best of Tenant's knowledge, Landlord is in default under this Lease, and, if Landlord is in default, setting forth the specific nature of all such defaults, (d) stating the amount of the Security Deposit, if any, under the Lease, (e) stating whether there are any subleases or assignments affecting the Premises, (f) stating the address of Tenant to which all notices and communications under the Lease shall be sent, and (g) responding to any other matters reasonably requested by Landlord. Tenant acknowledges that any statement delivered pursuant to this Section 21.6 may be relied upon by Landlord, any purchaser or lender for all or any portion of the Real Property or the Building, or by any Security Holder or assignee thereof.

21.7 Brokers. Each of Landlord and Tenant represents and warrants to the other that neither it nor its agents have dealt with any broker in connection with this Lease. Each of Landlord and Tenant shall indemnify, defend, protect and hold the other party harmless from and against any and all Losses which the indemnified party may incur by reason of any claim of or liability to any broker, finder or like agent arising out of any dealings claimed to have occurred between the indemnifying party and the claimant in connection with this Lease, and/or the above representation being false.

21.8 Certain Interpretational Rules. For purposes of this Lease, whenever the words "include", "includes", or "including" are used, they shall be deemed to be followed by the words "without limitation" and, whenever the circumstances or the context requires, the singular shall be construed as the plural, the masculine shall be construed as the feminine and/or the neuter and vice versa. This Lease shall be interpreted and enforced without the aid of any canon, custom or rule of law requiring or suggesting construction against the party drafting or causing the drafting of the provision in question. The captions in this Lease are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Lease or the intent of any provision hereof.

21.9 Notices. Except as otherwise expressly provided in this Lease, all consents, notices, demands, requests, approvals or other communications given under this Lease shall be in writing and shall be deemed sufficiently given or rendered if delivered by hand (provided a signed receipt is obtained) or if sent by registered or certified mail (return receipt requested) or by a nationally recognized overnight delivery service making receipted deliveries, addressed to Landlord and Tenant as set forth in Article 1, and to any Security Holder who shall require copies of notices and whose address is provided to Tenant, or to such other address(es) as Landlord, Tenant or any Security Holder may designate as its new address(es) for such purpose by notice given to the other in accordance with the provisions of this Section 21.9. Any such approval, consent, notice, demand, request or other communication shall be deemed to have been given on the date of receipted delivery or refusal to accept delivery or when delivery is first attempted but cannot be made due to a change of address for which no notice is given, whichever is earlier.

21.10 Parties Bound and Survival. The terms, covenants, conditions and agreements contained in this Lease shall bind and inure to the benefit of Landlord and Tenant and, except as otherwise provided in this Lease, to their respective legal representatives, successors, and assigns. All obligations and liabilities of Landlord or Tenant to the other which accrued before the expiration or other termination of this Lease, and all such obligations and liabilities which by their nature or under the circumstances can only be, or by the provisions of this Lease may be, performed after such expiration or other termination, shall survive the expiration or other termination of this Lease. Without limiting the foregoing, the rights and obligations of the parties under any indemnity under this Lease, and with respect to any Rent and any other amounts payable under this Lease, shall survive the expiration or other termination of this Lease.

21.11 Inability to Perform. This Lease and the obligation of Tenant to pay Rent and to perform all of the other covenants and agreements of Tenant hereunder shall not be affected, impaired or excused by any Unavoidable Delays. Landlord shall use reasonable efforts to promptly notify Tenant of any Unavoidable Delay which prevents Landlord from fulfilling any of its obligations under this Lease.

21.12 Intentionally Omitted.

21.13 No Representations. Except as expressly set forth herein, Landlord and Landlord's agents have made no warranties, representations, statements or promises with respect to the Building, the Real Property or the Premises and no rights, easements or licenses are acquired by Tenant by implication or otherwise. Tenant is entering into this Lease after full investigation and is not relying upon any statement or representation made by Landlord or its agents not embodied in this Lease.

21.14 OFAC Representation. Tenant warrants, represents and covenants to Landlord that neither Tenant nor any person or entity holding any legal or beneficial interest whatsoever in Tenant is or will become a person or entity with whom Landlord is restricted from doing business under regulations of the Office of Foreign Asset Control ("**OFAC**") of the Department of the Treasury (including, but not limited to, those named on OFAC's Specially Designated and Blocked Persons list) or under any statute, executive order (including but not limited to the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism) or other governmental actions, and Tenant further represents, warrants and covenants that it shall not engage in any dealings or transactions or be otherwise associated with such persons or entities. If the foregoing representations or warranties are untrue at any time during the Term or if Tenant breaches the foregoing covenants at any time during the Term, a Default will deemed to have occurred, without the necessity of notice to Tenant.

21.15 Quiet Enjoyment. Upon timely paying the Rent and provided no other Default then exists, Tenant shall peacefully and quietly have and enjoy the Premises for the Term, free from interference by Landlord, subject however to the provisions of this Lease. The loss or reduction of Tenant's light, air or view will not be deemed a disturbance of Tenant's occupancy of the Premises nor will it affect Tenant's obligations under this Lease or create any liability of Landlord to Tenant.

21.16 Bankruptcy Stipulation.

Tenant shall enter into a Joint Stipulation with the Landlord for [(i) authorization to enter into this Lease and (ii) the allowance of an administrative expense claim under 11 U.S.C. § 503(b) for Landlord in the amount of $205,523.61 representing the 22 days of June 2024 rent to which Landlord is entitled under the Prior Lease and seek to have such Joint Stipulation approved by the United States Bankruptcy Court for the District of Delaware (the "**Bankruptcy Court**"). If the Joint Stipulation is not approved by the Bankruptcy Court on or before November 29, 2024, then Landlord may terminate this Lease by delivering written notice to Tenant. If the Lease terminates pursuant to this Section 21.16(a), then neither Landlord nor Tenant shall have any obligations under this Lease except for those obligations which by their express terms survive the termination of this Lease.

21.17 Release. In consideration of and for the Landlord's entry into this Lease and the promises contained in this Lease, Tenant for and on behalf of itself, its affiliated debtors and debtors-in-possession in Tenant's and its affiliates' bankruptcy cases currently pending before the Bankruptcy Court (the "Bankruptcy Cases"), the estates of the debtors and debtors-in-possession in the Bankruptcy Cases, any wind-down debtor (or similar entity) in the Bankruptcy Cases, plan administrator (or similar entity) in the Bankruptcy Cases, other successor to the Tenant, Tenant's assigns, or trustee who is appointed in the Bankruptcy Cases, the Guarantor, and each of the foregoing's members, partners, managers, officers, directors, employees, predecessors, successors, assigns, legal representatives, and affiliates, and any and all of each persons or entities claiming by, under or through any of the foregoing persons or entities (individually and collectively, the "Tenant Releasors") hereby knowingly and voluntarily agrees to waive, release, relinquish, and forever discharge, and covenants not to sue or bring any other proceeding against, Landlord and its respective employees, officers, directors, managers, members, shareholders, agents, servants, attorneys, subsidiaries, partners, affiliates, beneficiaries, fiduciaries, trustees, insurers, successors and assigns, and each of the foregoing's successors and assigns, each of which shall be a third-party beneficiary of this Section 27.17, from any and all claims, demands, suits, causes of action, and damages of whatever nature or source that he could have asserted from the beginning of the universe to the end of time, whether in law (including, without limitation, bankruptcy law) or equity, known or unknown, accrued or unaccrued, direct or indirect, contingent or determined, liquidated or unliquidated, including, but without limiting the generality of the foregoing, any and all claims, demands, suits, or causes of action and damages relating to or arising out of or under (a) the Prior Lease, (b) any right under the Prior Lease to a reconciliation of Expense Payments and Tax Payments (as the same are defined in the Prior Lease), (c) title 11 of the United States Code or the Bankruptcy Cases, or (d) the "Retained Causes of Action" (as that term is defined in Tenant's Joint Chapter 11 Plan in the Bankruptcy Cases (including any amendment, restatement, or substitute plan)). The release of this Section 27.17 shall survive termination of this Lease. Notwithstanding the foregoing, however, the release of this Section 27.17 does not apply to Tenant's right to enforce its rights under this Lease. Tenant represents and warrants that no claims, demands, suits, causes of action, or damages referenced in this section have been assigned.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the Effective Date.

TENANT:

Vyaire Medical, Inc., a Delaware corporation

By: ______________________________________
Name: _____________________________________
Title: ______________________________________

LANDLORD:

DELL METTAWA, LLC, an Illinois limited liability company

By: Dell Manager, LLC, an Illinois limited liability company, its Manager

By: ______________________________________
Name: Jack Faintuch
Title: Sole Member

EXHIBIT A

FLOOR PLAN

The floor plan which follows is intended solely to identify the general location of the Premises, and should not be used for any other purpose. All areas, dimensions and locations are approximate, and any physical conditions indicated may not exist as shown.

WF_BOMA_Baseline_Fitness_Deli_Servery 2016-09-06 - 1st

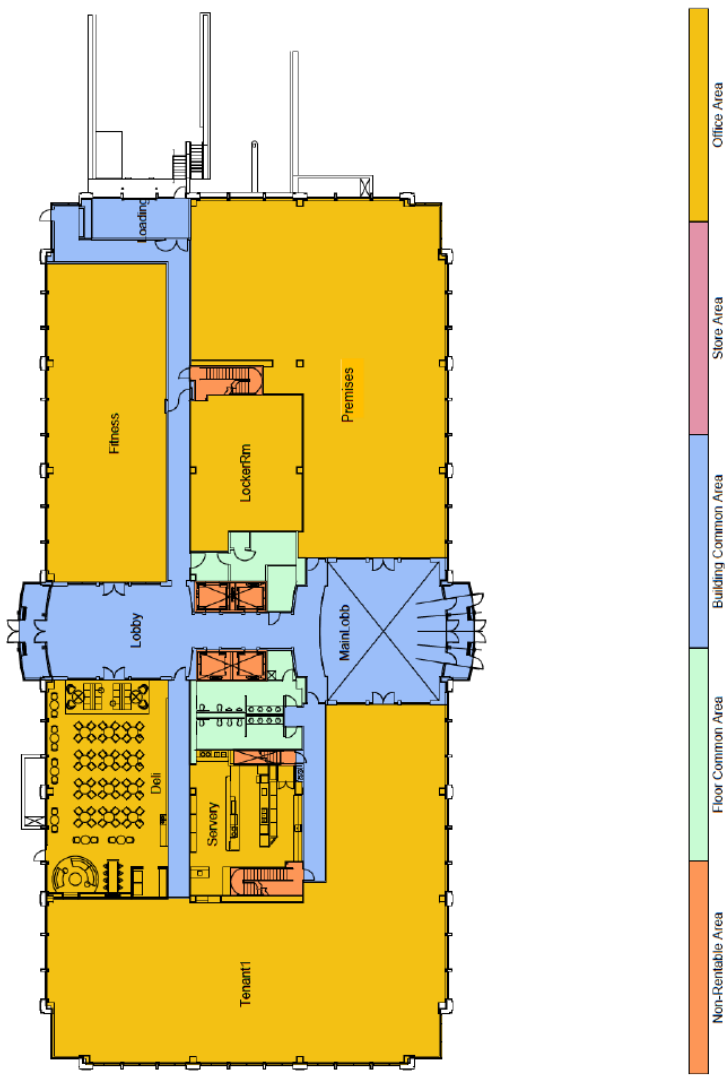

Exhibit A – 2

EXHIBIT B
DEFINITIONS

Additional Rent: All sums other than Base Rent payable by Tenant to Landlord under this Lease, including, late charges, overtime or excess service charges, damages, and interest and other costs related to Tenant's failure to perform any of its obligations under this Lease.

Building: The building, fixtures, equipment and other improvements and appurtenances now located or hereafter erected, located or placed upon the land commonly known as 26125 N. Riverwoods Boulevard, Mettawa, Illinois.

Building Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, plus days observed by the federal government as holidays.

Building Systems: The mechanical, electrical, plumbing, sanitary, sprinkler, security, life-safety, elevator and other service systems or facilities of the Building up to the point of connection to localized distribution to the Premises, and the heating, ventilation and air conditioning (including the portions thereof located within the Premises) (excluding, however, the Other Building Systems).

Business Days: All days, excluding Saturdays, Sundays and Building Holidays.

Common Areas: The lobby and sidewalk areas and other similar areas of general access, the areas on individual multi-tenant floors in the Building devoted to corridors, elevator lobbies, restrooms, and any conference rooms provided for Building tenants. Any conference center shall be exclusively for the employees of Building tenants. Use of the conference center shall be subject to prior scheduling and Tenant shall pay Landlord's normal charges for use of the conference center. The use of any conference center shall be subject to reasonable, non-discriminatory rules and regulations promulgated by Landlord.

Comparable Buildings: Office buildings of comparable age and quality in the Lake County Illinois office market.

Default: Each of the following events:

(a) Tenant fails to pay when due any installment of Rent and such default shall continue for 5 business days after notice of such default is given to Tenant (a "**Monetary Default Notice**");

(b) Intentionally omitted;

(c) Tenant fails to timely execute and deliver the documents referenced in Section 15.1 or Section 21.6;

(d) Tenant fails to observe or perform any other term, covenant or condition of this Lease and such failure continues for more than 30 days after notice by Landlord to Tenant of such default, or if such default (other than a default under Section 4.1) is of a nature that it cannot be completely remedied within 30 days, failure by Tenant to commence to remedy such failure within said 30 days, and thereafter diligently prosecute to completion all steps necessary to remedy such default, provided in all events the same is completed within 60 days;

(e) Intentionally omitted;.

(f) Landlord has given Tenant a Monetary Default Notice more than 2 times in the preceding 12 months; or

(g) Any other event defined as a Default under this Lease.

Deficiency: The difference between (a) the Base Rent and Additional Rent for the period which otherwise would have constituted the unexpired portion of the Term (assuming the Additional Rent for each year thereof to be the same as was payable for the year immediately preceding such termination or re-entry), and (b) the net amount, if any, of rents collected under any reletting effected pursuant to the provisions of the Lease for any part of such period (after first deducting from such rents all expenses incurred by Landlord in connection with the termination of this Lease, Landlord's re-entry upon the Premises and such reletting, including repossession costs, brokerage commissions, attorneys' fees and disbursements, and alteration costs).

Governmental Authority: The United States of America, the City of Chicago, County of Cook, or State of Illinois, or any political subdivision, agency, department, commission, board, bureau or instrumentality of any of the foregoing, now existing or hereafter created, having jurisdiction over the Real Property.

Guaranty: That certain Guaranty of Lease by and between Landlord and Guarantor dated as of the Effective Date of this Lease.

Hazardous Materials: Any substances, materials or wastes currently or in the future deemed or defined in any Requirement as "hazardous substances," "toxic substances," "contaminants," "pollutants" or words of similar import.

Initial Installations: Any work to be performed by or on behalf of Tenant in connection with Tenant's initial occupancy of the Premises.

Indemnitees: Landlord, Property Manager, each Security Holder, and each of their respective direct and indirect partners, officers, shareholders, directors, managers, members, trustees, beneficiaries, employees, principals, contractors, servants, agents, and representatives.

Interest Rate: The lesser of: (i) 5% per annum above the then-current Prime Rate; and (ii) the maximum rate permitted by applicable Requirements.

Losses: Any and all losses, liabilities, damages, claims, judgments, fines, suits, demands, costs, interest and expenses of any kind or nature (including reasonable attorneys' fees and disbursements) incurred in connection with any claim, proceeding or judgment and the defense thereof, and including all costs of repairing any damage to the Premises or the Building or the appurtenances of any of the foregoing to which a particular indemnity and hold harmless agreement applies.

Normal Building Hours: 7:00 a.m. to 6:00 p.m. on weekdays and 8:00 a.m. to 1:00 p.m. on Saturdays, excluding Building Holidays.

Other Building Systems: Supplemental HVAC systems of tenants, sprinklers and the horizontal distribution systems within and servicing the Premises and by which mechanical, electrical, plumbing, sanitary, heating, ventilating and air conditioning, security, life-safety and other service systems are distributed from the base Building risers, feeders, panelboards, etc. for provision of such services to the Premises.

Permitted Uses: Executive and general office use. Permitted Uses shall not include (a) any use or occupancy of the Premises that in Landlord's reasonable judgment would: (i) cause damage to the Building or any equipment, facilities or other systems therein; (ii) impair the appearance of the Building; (iii) interfere with the efficient and economical maintenance, operation and repair of the Premises or the Building or the equipment, facilities or systems thereof; (iv) adversely affect any service provided to, and/or the use and occupancy by, any Building tenant or occupants; (v) violate the certificate of occupancy issued for the Premises or the Building, any Requirement or any exclusive use(s) granted to any tenant of the Real Property; (vi) materially and adversely affect the first-class image of the Building or (vii) result in protests or civil disorder or commotions at, or other disruptions of the normal business activities in, the Building or (b) the use of any part of the Premises for: (i) a restaurant or bar; (ii) the preparation, consumption, storage, manufacture or sale of food or beverages (except in connection with vending machines (provided that each machine, where necessary, shall have a waterproof pan thereunder and be connected to a drain) and/or warming kitchens installed for the use of Tenant's employees only), liquor, tobacco or drugs; (iii) the business of photocopying, multilith or offset printing (except photocopying in connection with Tenant's own business); (iv) a school or classroom other than for Tenant's employees; (v) lodging or sleeping; (vi) the operation of retail facilities (meaning a business whose primary patronage arises from the generalized solicitation of the general public to visit Tenant's offices in person without a prior appointment) of a savings and loan association or retail facilities of any financial, lending, securities brokerage or investment activity; (vii) a payroll office; (viii) a barber, beauty or manicure shop; (ix) an employment agency or similar enterprise; (x) offices of any Governmental Authority, any foreign government, the United Nations, or any agency or department of the foregoing; (xi) the manufacture, retail sale, storage of merchandise or auction of merchandise, goods or property of any kind to the general public which could reasonably be expected to create a volume of pedestrian traffic substantially in excess of that normally encountered in the Premises; (xii) the rendering of medical, dental or other therapeutic or diagnostic services; or (xiii) any illegal purposes or any activity constituting a nuisance.

Prime Rate: The prime interest rate for short term (90 days) unsecured loans as published from time to time by the Wall Street Journal, Midwest Edition.

Prior Lease: That certain Office Lease by and between Landlord and Tenant dated November 3, 2016, as the same has been amended to date.

Property Manager: The person designated at any time and from time to time by Landlord as Landlord's property manager and/or leasing agent as applicable and their successors and assigns.

Real Property: The Building, together with the plot of land upon which it stands.

Rent: Base Rent and Additional Rent, collectively. All amounts payable by Tenant to or on behalf of Landlord under this Lease, whether or not expressly denominated as Rent, shall constitute rent for the purposes of Section 502(b)(6) of the United States Bankruptcy Code.

Rentable Area: The rentable area of the Premises or office space at the Building on a rentable square footage basis, as reasonably determined by Landlord, from time to time. The agreed Rentable Area of the office, retail and other space in the Building as of the Effective Date is 159,707, rentable square feet, and the agreed Rentable Area of the Premises as of the Effective Date is set forth in Article 1.

Requirements: All: (i) present and future laws, rules, orders, ordinances, regulations, statutes, requirements, codes and executive orders, extraordinary and ordinary of all Governmental Authorities, including the Americans With Disabilities Act, 42 U.S.C. §12,101 (et seq.), the Environmental Barriers Act, 410 ILLS, 25/1-8 (et seq.) and any law of like import, and all rules, regulations and government orders with respect thereto, and any of the foregoing relating to Hazardous Materials, environmental matters, and public health and safety matters; (ii) any requirements of applicable fire rating bureau or other body exercising similar functions, affecting the Real Property or the maintenance, use or occupation thereof, or any street, avenue or sidewalk comprising a part of or in front thereof or any vault in or under the same; (iii) all requirements of all insurance bodies affecting the Premises including Landlord's insurance policies; (iv) all rules, regulations and requirements of utility service providers serving the Building; and (v) the terms of any recorded easements, covenants, conditions and restrictions now or hereafter affecting the Real Property.

Rules and Regulations: The rules and regulations attached to this Lease as Exhibit K, as they may be modified from time to time by Landlord.

Security Documents: Any ground or underlying lease of the Real Property or any part thereof heretofore or hereafter made by Landlord and any mortgage, trust indenture or other financing document which may now or hereafter affect the Premises, the Real Property, the Building or any ground or underlying lease and the leasehold interest created thereby, and all renewals, extensions, supplements, amendments, modifications, consolidations and replacements thereof or thereto, substitutions therefor, and advances made thereunder.

Security Holder: The holder of any Security Document including the lessor under a ground or underlying lease which is a Security Document and the mortgagee, trustee or holder of any mortgage which is a Security Document.

Specialty Alterations: Tenant Alterations such as full service kitchens, executive bathrooms, raised computer floors, computer installations, safe deposit boxes, vaults, libraries or file rooms requiring reinforcement of floors, internal staircases, conveyors, dumbwaiters, and other Tenant Alterations of a similar character.

Substantial Completion: As to any construction performed by any party, "**Substantial Completion**" or "**Substantially Completed**" means that such work has been completed, as reasonably determined by Landlord or Landlord's architect, in accordance with (a) the provisions of this Lease applicable thereto, (b) the plans and specifications for such work, and (c) all applicable Requirements, except for minor details of construction, decoration and mechanical adjustments, if any, the non-completion of which does not materially interfere with Tenant's use of the Premises or which in accordance with good construction practices should be completed after the completion of other work in the Premises or Building ("**Punch List Items**"). The Initial Installations shall be deemed Substantially Complete even though certain other portions of the Building, which do not interfere with Tenant's efficient conduct of its business, have not been fully completed, and even though Tenant's Property and data and telephone cabling have not been installed, the purchase and installation of which shall be Tenant's sole responsibility.

Tenant Alterations: Any alteration, improvements or additions (including decorations) to the Premises performed by or on behalf of Tenant, including, without limitation, the Initial Installations whether or not performed by Landlord, but excluding any of Landlord's Work to the Building structure or Building System to be performed by or on behalf of Landlord hereunder.

Tenant Party: Tenant and any subtenants and occupants of the Premises and their respective agents, contractors, subcontractors, employees, invitees or licensees.

Tenant's Property: Tenant's movable fixtures and movable partitions, telephone and other equipment, computer systems, trade fixtures, furniture, furnishings, and other items of personal property which are removable without material damage to the Building.

Term: The Initial Term and any renewal or extended term, if the Initial Term is extended in accordance with any express provisions of this Lease or any amendment to this Lease.

Transfer: An assignment, mortgage, pledge, encumbrance, or other transfer of Tenant's interest in this Lease, whether by operation of law or otherwise including a sublease of all or part of the Premises and the use or occupancy of all or a part of the Premises by others used or occupied by others (whether for desk space, mailing privileges or otherwise). If Tenant is a legal entity, the transfer (by one or more transfers), directly or indirectly, by operation of law or otherwise, of a majority of the stock or other beneficial ownership interest in Tenant (collectively "**Ownership Interests**") shall be deemed a Transfer unless the Ownership Interests of Tenant are publicly traded on a nationally recognized stock exchange. A Transfer shall be deemed to include (x) the issuance of new Ownership Interests other than pursuant to a public offering which results in a majority of the Ownership Interests in Tenant being held by a person or entity which does not hold a majority of the Ownership Interests in Tenant on the Effective Date and (y) the sale or transfer of all or substantially all of the assets of Tenant in one or more transactions or the merger or consolidation of Tenant into or with another business entity. Any modification, amendment or extension of a sublease and/or any other agreement by which an entity agrees to assume the obligations of Tenant under this Lease shall be deemed a Transfer and a sublease.

Transferee: The other party in a Transfer including an assignee, sublessee or other occupant of the Premises.

Unavoidable Delays: Landlord's inability to fulfill or delay in fulfilling any of its obligations under this Lease expressly or impliedly to be performed by Landlord or Landlord's inability to make or delay in making any repairs, additions, alterations, improvements or decorations or Landlord's inability to supply or delay in supplying any equipment or fixtures, if Landlord's inability or delay is due to or arises by reason of strikes, labor troubles or by accident, or by any cause whatsoever beyond Landlord's reasonable control, including governmental preemption in connection with a national emergency, Requirements or shortages, or unavailability of labor, fuel, steam, water, electricity or materials, or delays caused by Tenant or other tenants, utility companies, mechanical breakdown, acts of God, enemy action, civil commotion, fire or other casualty.

EXHIBIT C

INTENTIONALLY OMITTED

EXHIBIT D-1

INTENTIONALLY OMITTED

EXHIBIT D-2

INTENTIONALLY OMITTED

EXHIBIT E

INTENTIONALLY OMITTED

EXHIBIT F

HVAC SPECIFICATIONS

Summer; Indoor core and shell temp 75 degrees F@ 50%RH based on outdoor design temp of 95 degrees F DB, 75 degrees F WB,

Winter; Indoor core and shell temp 72 degrees F @ 50% RH based on outdoor design temp of -10 degrees F. Cooling load calc. based upon 1 occupant per each 150 SF of net gross building area.

EXHIBIT G

JANITORIAL SPECIFICATIONS

EXTERIOR ENTRANCES

Daily Services - Monday through Friday

1. Clean and wash ashtrays and urns and fill with sand as necessary.
2. Wash all entrance door glass and frames.
3. Remove fingerprints from door frames.
4. Clean and polish door thresholds.
5. Damp mop hard surfaced floor.

Weekly Service

1. Squeegee clean entryway glass sidelights.

LOBBY AND CORRIDORS

Daily Services - Monday through Friday

1. Empty all trash containers, wipe clean (as needed) and insert liners.
2. Dust and wipe clean all ledges
3. Clean pay telephones, fixtures, displays, mail depository and all other decorative metal.
4. Clean and sanitize all drinking fountains with germicidal disinfectant cleaner.
5. Spot clean and dust lobby and corridor walls up to six feet as necessary to keep free of dust, fingerprints and smudges.
6. Clean building directory glass and frame.
7. Vacuum and spot clean as necessary all entry mats, runners and carpeting.
8. Dust mop with treated mop to remove all dust and debris and damp mop hard floor surfaces with neutral cleaner.
9. Spray buff hard surface flooring.

Weekly Services

1. Clean lobby and corridor glass.
2. Dust and wipe clean as necessary all Suite signage.

Quarterly Service

1. Machine scrub hard surface floors.

ELEVATORS

Daily Services - Monday through Friday

1. Clean all stainless steel surfaces.

67696/0001-48711519v2
164277458.3

EXHIBIT H

INTENTIONALLY OMITTED

EXHIBIT I

INTENTIONALLY OMITTED

EXHIBIT J

INTENTIONALLY OMITTED

EXHIBIT K

RULES AND REGULATIONS

1. Sidewalks, doorways, vestibules, halls, stairways and other similar areas shall not be obstructed by Tenant or used by Tenant for any purpose other than ingress and egress to and from the Premises. No rubbish, litter, trash, or material shall be placed, emptied, or thrown in those areas. At no time shall Tenant permit Tenant's employees to loiter in Common Areas or elsewhere about the Building or Real Property.

2. Plumbing fixtures and appliances shall be used only for the purposes for which designed and no sweepings, rubbish, rags or other unsuitable material shall be thrown or placed in the fixtures or appliances.

3. No signs, advertisements or notices shall be painted or affixed to windows, doors or other parts of the Building, except those of such color, size, style and in such places as are first approved in writing by Landlord. All tenant identification and suite numbers at the entrance to the Premises shall be installed by Landlord, at Tenant's cost and expense, using the standard graphics for the Building. Except in connection with the hanging of lightweight pictures and wall decorations, no nails, hooks or screws shall be inserted into any part of the Premises or Building except by the Building maintenance personnel without Landlord's prior approval, which approval shall not be unreasonably withheld.

4. Landlord may provide and maintain in the first floor (main lobby) of the Building an alphabetical directory board or other directory device listing tenants and no other directory shall be permitted unless previously consented to by Landlord in writing.

5. Tenant shall not place any lock(s) on any door in the Premises or Building without Landlord's prior written consent, which consent shall not be unreasonably withheld, and Landlord shall have the right at all times to retain and use keys or other access codes or devices to all locks within and into the Premises. Landlord will provide two keys to the locks on the entry doors to the Premises and two keys to the men's and women's restrooms serving the Premises. Additional keys shall be furnished by Landlord to Tenant at Tenant's cost and Tenant shall not make any duplicate keys. All keys shall be returned to Landlord at the expiration or early termination of the Lease.

6. All contractors, contractor's representatives and installation technicians performing work in the Building shall be subject to Landlord's prior approval, which approval shall not be unreasonably withheld, and shall be required to comply with Landlord's standard rules, regulations, policies and procedures, which may be revised from time to time.

7. Movement in or out of the Building of furniture or office equipment, or dispatch or receipt by Tenant of merchandise or materials requiring the use of elevators, stairways, lobby areas or loading dock areas, shall be performed in a manner and restricted to hours reasonably designated by Landlord. Tenant shall obtain Landlord's prior approval by providing a detailed listing of the activity, including the names of any contractors, vendors or delivery companies, which approval shall not be unreasonably withheld. Tenant shall assume all risk for damage, injury or loss in connection with the activity.

8. Landlord shall have the right to approve the weight, size, or location of heavy equipment or articles in and about the Premises, which approval shall not be unreasonably withheld; provided that approval by Landlord shall not relieve Tenant from liability for any damage in connection with such heavy equipment or articles.

9. Corridor doors, when not in use, shall be kept closed.

10. Tenant shall not: (a) make or permit any improper, objectionable or unpleasant noises or odors in the Building, or otherwise interfere in any way with other tenants or persons having business with them; (b) solicit business or distribute or cause to be distributed, in any portion of the Building, handbills, promotional materials or other advertising; or (c) conduct or permit other activities in the Building that might, in Landlord's sole opinion, constitute a nuisance.

11. No animals, except those assisting handicapped persons, shall be brought into the Building or kept in or about the Premises.

12. No inflammable, explosive or dangerous fluids or substances shall be used or kept by Tenant in the Premises, Building or about the Real Property, except for those substances as are typically found in similar premises used for general office purposes and are being used by Tenant in a safe manner and in accordance with all applicable Laws. Tenant shall not, without Landlord's prior written consent, use, store, install, spill, remove, release or dispose of, within or about the Premises or any other portion of the Real Property, any asbestos-containing materials or any solid, liquid or gaseous material now or subsequently considered toxic or hazardous under the provisions of 42 U.S.C. Section 9601 et seq. or any other applicable environmental Law which may now or later be in effect. Tenant shall comply with all Laws pertaining to and governing the use of these materials by Tenant and shall remain solely liable for the costs of abatement and removal.

13. Tenant shall not use or occupy the Premises in any manner or for any purpose which might injure the reputation or impair the present or future value of the Premises or the Building. Tenant shall not use, or permit any part of the Premises to be used for lodging, sleeping or for any illegal purpose.

14. Tenant shall not take any action which would violate Landlord's labor contracts or which would cause a work stoppage, picketing, labor disruption or dispute or interfere with Landlord's or any other tenant's or occupant's business or with the rights and privileges of any person lawfully in the Building ("**Labor Disruption**"). Tenant shall take the actions necessary to resolve the Labor Disruption, and shall have pickets removed and, at the request of Landlord, immediately terminate any work in the Premises that gave rise to the Labor Disruption, until Landlord gives its written consent for the work to resume. Tenant shall have no claim for damages against Landlord or any Indemnities nor shall the Rent Commencement Date of the Term be extended as a result of the above actions.

15. Tenant shall not install, operate or maintain in the Premises or in any other area of the Building, electrical equipment that would overload the electrical system beyond its capacity for proper, efficient and safe operation as determined solely by Landlord. Tenant shall not furnish cooling or heating to the Premises, including, without limitation, the use of electric or gas heating devices, without Landlord's prior written consent. Tenant shall not use more than its proportionate share of telephone lines and other telecommunication facilities available to service the Building.

16. Tenant shall not operate or permit to be operated a coin or token operated vending machine or similar device (including, without limitation, telephones, lockers, toilets, scales, amusement devices and machines for sale of beverages, foods, candy, cigarettes and other goods), except for machines for the exclusive use of Tenant's employees and invitees.

17. No bicycles or other vehicles or in-line roller skates shall be brought into or kept by any tenant in or about the Premises, the Building or on the walkways outside the Building. Notwithstanding the above, bicycles will be allowed in areas designated by Landlord.

18. Landlord may from time to time adopt systems and procedures for the security and safety of the Building and Property, its occupants, entry, use and contents. Tenant, its agents, employees, contractors, guests and invitees shall comply with Landlord's systems and procedures. Landlord shall initially provide a maximum of one building security key card for every 100 rentable square feet in the Premises for use by Tenant's employees employed at the Premises on the Commencement Date. Additional or replacement cards will be provided at Tenant's cost. Tenant and its employees shall not permit any other person to use their card. Tenant shall return all issued security access cards to Landlord upon termination of the Lease or Tenant's possession of the Premises,. Landlord may revoke any person's security access card at any time.

19. Landlord shall have the right to prohibit the use of the name of the Building or any other publicity by Tenant that in Landlord's sole opinion may impair the reputation of the Building or its desirability. Upon written notice from Landlord, Tenant shall refrain from and discontinue such publicity immediately.

20. Per the Illinois Legislative amended Clean Indoor Act, smoking is prohibited in the Building. Landlord has the right to designate an exterior smoking area for the Building.

21. Landlord shall have the right to designate and approve standard window coverings for the Premises and to establish rules to assure that the Building presents a uniform exterior appearance.

22. Deliveries to and from the Premises shall be made only at the times in the areas and through the entrances and exits reasonably designated by Landlord. Tenant shall not make deliveries to or from the Premises in a manner that might interfere with the use by any other tenant of its premises or of the Common Areas, any pedestrian use, or any use which is inconsistent with good business practice.

23. The work of cleaning personnel shall not be hindered by Tenant after 5:30 p.m., and cleaning work may be done at any time when the offices are vacant. Windows, doors and fixtures may be cleaned at any time. Tenant shall provide adequate waste and rubbish receptacles to prevent unreasonable hardship to the cleaning service.

24. All structural engineering questions are to be directed to Landlord’s designated structural engineer.

25. All new structural steel or modifications to the Base Building made by Tenant must be tested by a certified inspection agency at Tenant’s sole cost and expense.

26. Prior to performing any floor cores, saw cutting or trenching of floor slabs, the locations thereof shall be reviewed and approved by Landlord’s chief engineer and base building structural engineer. Tenant shall cause Tenant’s general contractor to provide to Landlord an “**as-built**” floor plan with dimensions of core(s) from the nearest column. Tenant’s general contractor shall be responsible for locating any obstructions within the floor slab.

27. No Tenant Party shall be permitted to have access to the Building’s roof, mechanical, electrical or telephone rooms or risers without permission from Landlord.

EXHIBIT L

INTENTIONALLY OMITTED.

4858-9465-3942, v. 6

GUARANTY OF LEASE

THIS GUARANTY OF LEASE ("Guaranty") is made as of November 1, 2024 ("Effective Date") by ZOLL MEDICAL CORPORATION a Massachusetts corporation ("Guarantor") to and for the benefit of DELL-METTAWA, LLC, an Illinois limited liability company ("Landlord").

R E C I T A L S

A. Landlord, as landlord, and Vyaire Medical, Inc., a Delaware corporation ("Tenant"), as tenant, are parties to that certain Office Lease ("Lease") dated as of the Effective Date, as defined in the Lease, whereby Landlord agrees to lease to Tenant certain premises ("Premises") located on the 1st floor of the building commonly known as 26125 N. Riverwoods Boulevard, Mettawa, Illinois ("Building") all as more particularly described in the Lease. All capitalized terms which are not expressly defined in this Guaranty shall have the same meanings herein as are ascribed to such terms in the Lease.

B. Landlord has required, as a condition to the Landlord's entry into and continued performance under the Lease, that Guarantor execute and deliver this Guaranty of all obligations of Tenant arising and all sums due by Tenant under the Lease. The execution and delivery of this Guaranty by Guarantor is a material inducement to Landlord to enter into the Lease.

C. Guarantor has a financial interest in Tenant and will be benefitted by the Lease. Accordingly, Guarantor has agreed to execute, deliver and perform under this Guaranty.

NOW, THEREFORE, in consideration of the Recitals set forth above and in consideration of Landlord executing and performing its obligations under the Lease and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Guarantor covenants and agrees as follows:

1. **Recitals**. The Recitals set forth above are incorporated herein and shall be deemed terms and provisions hereof.

2. **Guaranty**. Guarantor absolutely, unconditionally and irrevocably guarantees to Landlord:

(a) The full and prompt payment when due and payable, and at all times thereafter, of any and all rentals, debts and obligations of Tenant for the payment of money due under the Lease, however created, arising or evidenced, whether direct or indirect, absolute or contingent, known or unknown to Guarantor at the time of the execution of this Guaranty, including, without limitation, all Rent which may become due from Tenant under the Lease;

(b) The payment of all Enforcement Costs (as hereinafter defined); and

(c) The full, complete and punctual observance, performance and satisfaction of all covenants, terms, conditions, obligations, duties and agreements of Tenant under the Lease.

All amounts due and debts, liabilities and payment obligations described in subparagraphs (a) and (b) of this Paragraph 2 are referred to herein as the "Liabilities". All obligations described in subparagraph (c) of this Paragraph 2 are referred to herein as the "Obligations". Notwithstanding the foregoing, Guarantor makes no guaranty to Landlord regarding any indemnity obligation of Tenant arising under the Original Lease (as defined in Section 7.3 of the Lease), and such indemnity obligations shall not be included in the definitions of "Liabilities" or "Obligations" hereunder.

3. **Landlord's Remedies**.

(a) This Guaranty is an absolute, irrevocable, present and continuing guaranty of payment and performance and not merely a guaranty of collection. In the event of any default by Tenant under the Lease, after the receipt of notice thereof to Tenant and the expiration of any cure period applicable thereto, Guarantor agrees, on written demand by Landlord, to pay all Liabilities then due hereunder. In the event that there shall be any default by Tenant under the Lease in the due and timely performance and observance of the Obligations or any of them after receipt of notice thereof to Tenant and the expiration of any cure period applicable thereto, then, in such event, Guarantor agrees, on written demand by Landlord to perform the Obligations. If Guarantor fails to commence and pursue diligently the performance of the Obligations within fifteen (15) days after its receipt of written notice from Landlord demanding the performance of Guarantor, then, either before or after pursuing any other remedy of Landlord against Guarantor or Tenant and regardless of whether Landlord shall ever pursue any such other remedy, Landlord shall have the right (but not the obligation) to perform the Obligations or to call upon any other reputable parties to perform the Obligations and shall have the right to expend such sums as Landlord in its discretion reasonably deems proper in order so to complete the performance of the Obligations. During the course of the performance of any Obligations undertaken by Landlord or by any other party on behalf of Landlord, Guarantor shall pay on demand any reasonable amounts due and payable to third parties in connection therewith. All amounts required to be paid by the terms hereof shall be included within the term "Liabilities," and all obligations required to be performed by the terms hereof shall be included within the term "Obligations".

(b) Notwithstanding anything to the contrary herein contained, in any action to enforce any of the liabilities or obligations of the Guarantor under this Guaranty, Landlord, at its election, may proceed against the Guarantor with or without: (i) joining Tenant in any such action; (ii) commencing any action against or obtaining any judgment against Tenant; or (iii) commencing any proceeding to enforce or realize upon any collateral or other security (including, without limitation, any security deposit or other guaranties) which may be given to secure Tenant's obligations under the Lease, or to obtain any judgment, decree or foreclosure sale with respect thereto. Nevertheless, the maintenance of any action or proceeding by Landlord to recover any sum or sums that may be or become due under the Lease or to secure the performance of any of the other terms, covenants and conditions of the Lease shall not preclude Landlord from demanding and receiving the payment of such sums and the performance of such other terms, covenants and conditions from Guarantor, or from thereafter instituting and maintaining subsequent actions or proceedings for any subsequent default or defaults of Tenant under the Lease. Guarantor does hereby consent that, without affecting the liability of Guarantor under this Guaranty and without notice to Guarantor, time may be given by Landlord to Tenant for payment of rent and such other sums and performance of said other terms, covenants and conditions, or any of them, and such time extended and indulgence granted from time to time, or Landlord may avail itself of or exercise any or all of the rights and remedies against Tenant (including dispossession of Tenant) provided by law or by the Lease, and may proceed either against Tenant alone or jointly against Tenant and Guarantor or against Guarantor alone without first proceeding or exhausting any remedy or claim against Tenant.

4. **Return of Payments**. Guarantor agrees that, if at any time all or any part of any payment theretofore applied by Landlord to any Liabilities is rescinded or returned by Landlord for any reason whatsoever (including, without limitation, the insolvency, bankruptcy, liquidation or reorganization of any party), such Liabilities shall, for the purposes of this Guaranty, be deemed to have continued in existence to the extent of such payment, notwithstanding such application by Landlord, and this Guaranty shall continue to be effective or be reinstated, as the case may be, as to such Indebtedness, all as though such application by Landlord had not been made. Guarantor does hereby further agree that with respect to any payments made by Guarantor hereunder until the Liabilities and Obligations shall have been paid and performed in full, Guarantor shall not assert any rights based on suretyship, subrogation or otherwise to stand in the place of

Landlord so as to compete with Landlord as a creditor of Tenant, and Guarantor hereby covenants not to assert all such rights to the fullest extent permitted by law prior to such payment and performance.

5. **No Discharge**. Guarantor agrees that the obligations, covenants and agreements of Guarantor under this Guaranty shall not be affected or impaired by any act of Landlord, or any event or condition except the full, final and unavoidable performance of all Obligations and payment of all Liabilities and any other sums due hereunder. Guarantor agrees that the liability of Guarantor hereunder shall not be discharged by, and Guarantor hereby irrevocably consents to: (i) any subsequent change, modification or amendment of the Lease in any of its terms, covenants and conditions, or in the Rent or any other sums payable thereunder, or in the Term thereof, or in the Premises demised thereby (whether said Premises be expanded, contracted, relocated, substituted or otherwise altered), and to any assignments of the Lease and to any sublettings of the Premises, and to any extensions or renewals of the Lease or its Term, provided that each such case shall require Guarantor’s prior written consent, without which Guarantor shall have no additional liability or obligation hereunder; (ii) the renewal or extension of time for the payment of the Liabilities or performance of the Obligations under the Lease or any other agreement relating to the Premises; (iii) any transfer, waiver, compromise, settlement, modification, surrender or release of Tenant's obligations under the Lease; (iv) the existence of any defenses to enforcement of the Lease; (v) any failure, omission, delay or inadequacy, whether entire or partial, of Landlord to exercise any right, power or remedy regarding the Lease or to enforce or realize upon (or to make any guarantor a party to the enforcement or realization upon) any of Landlord's security for the Lease, including, but not limited to, any impairment or release of such security by Landlord; (vi) the existence of any setoff, claim or counterclaim or the reduction or diminution of the Liabilities (other than by payment), or any defense of any kind or nature, which Guarantor may have against Tenant or which any party has against Landlord; (vii) the lawful application of payments received from any source to the payment of any obligation of Tenant or Guarantor to Landlord other than the Liabilities, even though Landlord might lawfully have elected to apply such payments to any part or all of the Liabilities; (viii) the addition or release of any Guarantor or any and all other guarantors, obligors and other persons liable for the payment of the Liabilities and/or performance of the Obligations, and the acceptance or release of any and all other security for the payment of the Indebtedness and/or performance of the Obligations; or (ix) any distress or reentry by Landlord or dispossession of Tenant, in each case in accordance with the Lease and Requirements, or any action or remedy taken by Landlord under the Lease, or any failure to notify Guarantor of any default by Tenant; all whether or not Guarantor shall have had notice or knowledge of any act or omission referred to in the foregoing clauses (ii) through (ix) inclusive of this Paragraph.

In the event that the Lease is modified, renewed or extended in any respect by agreement between Landlord and Tenant, either pursuant to an option granted in the Lease or otherwise, or in the event that Tenant holds over beyond the Term of the Lease, then the obligations hereunder of Guarantor shall extend to the full and faithful performance and observance of all of the covenants, terms and conditions of the Lease and of any such modification, renewal or extension thereof. Guarantor intends that Guarantor shall remain liable hereunder as a principal until the full, final and unavoidable performance of all of the Obligations and the full, final and unavoidable payment of all Liabilities, notwithstanding any fact, act, event or occurrence which might otherwise operate as a legal or equitable discharge of a surety or guarantor.

6. **Application of Amounts Received**. Any amounts received by Landlord from whatsoever source on account of any Liabilities may be applied by Landlord toward the payment of such Liabilities, and in such order of application, as Landlord may from time to time reasonably elect.

7. **Waiver.** Guarantor expressly waives: (i) notice of the acceptance by Landlord of this Guaranty; (ii) notice of the existence, creation, payment or nonpayment of the Liabilities; (iii) presentment, demand, notice of dishonor, protest and all other notices whatsoever not specifically required under this Guaranty; and (iv) any failure by Landlord to inform Guarantor of any facts Landlord may now or hereafter

know about Tenant, the Lease or the Premises, it being understood and agreed that Guarantor has and will maintain personal knowledge of and is familiar with Tenant's financial condition and business affairs and has the ability to influence Tenant's decision-making processes, and that Landlord has no duty so to inform, and that Guarantor is fully responsible for being and remaining informed by, Tenant of all circumstances bearing on the Lease and this Guaranty. No modification or waiver of any of the provisions of this Guaranty will be binding upon Landlord except as expressly set forth in a writing duly signed and delivered on behalf of Landlord.

8. **Enforcement Costs**. If: (i) the Lease or this Guaranty is placed in the hands of an attorney for enforcement or collection or is enforced or collected through any legal proceeding; (ii) an attorney is retained to represent Landlord in any proceeding (including, without limitation, any bankruptcy, reorganization, receivership or other proceeding affecting creditors' rights) involving a claim under or related to the Lease or this Guaranty, then Guarantor shall pay to Landlord upon demand all reasonable attorneys' fees, costs and expenses, including, without limitation, court costs and filing fees, and all other reasonable costs and expenses incurred in connection therewith (all of which are referred to herein as "Enforcement Costs"), in addition to all other amounts due hereunder.

9. **Transfer of Lease**. Notwithstanding any assignment or transfer of the Lease or any interest therein by Landlord, for collateral purposes or otherwise, each and every immediate and successive assignee, transferee or other successor in interest with respect to Landlord's interest under the Lease shall, to the extent of the interests assigned or transferred, be entitled to the benefits of this Guaranty to the same extent as if such assignee or transferee were Landlord.

10. **Financial Statements**. Upon Landlord’s written request, Guarantor shall provide annual financial statements to Landlord in a form reasonably acceptable to Landlord, but, so long as no default exists under the Lease or this Guaranty, then no more than one time annually except in connection with a potential refinancing or sale of the Building.

11. **Governing Law; Interpretation**. This Guaranty has been negotiated and delivered in Chicago, Illinois and shall be governed by the laws of the State of Illinois without reference to the conflicts of law principles of that state. The headings of Paragraphs in this Guaranty are for convenience only and shall not be construed in any way to limit or define the content, scope or intent of the provisions hereof. As used in this Guaranty, the singular shall include the plural, and masculine, feminine and neuter pronouns shall be fully interchangeable where the context so requires. If this Guaranty is executed by more than one person or entity, then references to "Guarantor" herein shall be deemed to refer to each such person or entity and the liability of each such person or entity shall be joint and several, and the release by Landlord of any of them shall not release or affect in any manner the obligations of any other of them, and this Guaranty shall not be revoked, discharged or impaired as to any such persons or entities by reason of the death or incapacity or insolvency of any other of them. If any provision of this Guaranty, or any paragraph, sentence, clause, phrase or word, or the application thereof, in any circumstances, is adjudicated by a court of competent jurisdiction to be invalid, the validity of the remainder of this Guaranty shall be construed as if such invalid part were never included herein. Time is of the essence of this Guaranty. All payments to be made hereunder shall be made in currency and coin of the United States of America which is legal tender for public and private debts at the time of payment.

12. **Entire Agreement**. This Guaranty constitutes the entire agreement between Guarantor and Landlord with respect to the subject matter hereof and supersedes all prior such agreements and understandings, both written and oral. This Guaranty may not be modified or amended except by a written instrument signed by Landlord and Guarantor. If this Guaranty is executed in several counterparts, each of those counterparts shall be deemed an original, and all of them together shall constitute one and the same instrument.

13. **Subordinated Debt**. Any indebtedness of Tenant to Guarantor (the "Subordinated Debt") now or hereafter existing is hereby subordinated to the Liabilities. Guarantor agrees that, until the full, final and unavoidable payment of the Liabilities, Guarantor will not seek, accept or retain for Guarantor's own account, any payment from Tenant on account of the Subordinated Debt. Any payments to Guarantor on account of the Subordinated Debt shall be collected and received by Guarantor in trust for Landlord and shall be paid over to Landlord on account of the Liabilities without impairing or releasing the obligations of Guarantor hereunder.

14. **Payment of Indebtedness**. The obligations of Guarantor under this Guaranty shall terminate, subject to the provisions of Paragraph 4 hereof, on the date which is one (1) year after the later to occur of (i) Landlord having received payment of all of the Liabilities and all other sums due and owing under this Guaranty and the Lease, and (ii) the Obligations having been fully performed; provided, however, that this Guaranty shall not so terminate if, on or prior to such date, Tenant or Guarantor shall have commenced or otherwise become the subject of any bankruptcy, insolvency or similar proceedings. Release of this Guaranty, if it occurs, however, shall not affect, in any respect, the Lease or any other instrument securing or guarantying the Liabilities or performance of the Obligations. Draws and expense reimbursements paid to a Guarantor prior to receipt of notice of Landlord's claim under this Guaranty shall not be deemed a payment on Subordinated Debt.

15. **Successors and Assigns**.

(a) This Guaranty shall bind Guarantor and the estate, heirs, assigns, successors, executors, administrators and legal and personal representatives of Guarantor; provided that Guarantor shall not be entitled to transfer or delegate its obligations hereunder. Regardless of whether this Guaranty is executed by more than one person or entity, it is agreed that the undersigned's liability hereunder is several and independent of any other guaranties or other obligations at any time in effect with respect to the Indebtedness, the Obligations or any part thereof and that each Guarantor's liability hereunder may be enforced regardless of the existence, validity, enforcement or non-enforcement of any such other guaranties or other obligations.

(b) This Guaranty shall inure to the benefit of and be enforceable by Landlord and Landlord's beneficiaries, the officers, agents, employees, partners, directors and shareholders of each of them, each of their respective successors and assigns, and each present or subsequent mortgagee of the Premises and its successors and assigns (all such persons and entities shall be "Indemnified Parties" herein); provided, that, the Indemnified Parties other than Landlord and its successors and assigns may enforce this Guaranty only with respect to the liabilities arising under indemnities given by Tenant under the Lease.

16. **Agent for Service of Process; Certain Waivers by Guarantor**.

(a) Guarantor hereby submits to personal jurisdiction in the State of Illinois for the enforcement of this Guaranty and waives any and all personal rights to object to such jurisdiction for the purposes of litigation to enforce this Guaranty. In the event such litigation is commenced at any time when Guarantor is not permanently domiciled in the State of Illinois, Guarantor agrees that service of process may be made and personal jurisdiction over Guarantor obtained by service of a copy of the summons, complaint and other pleadings required to commence such litigation upon Guarantor's appointed agent for service of process in the State of Illinois, which agent Guarantor hereby designates to be Tenant.

Guarantor agrees that this appointment of an agent for service of process is made for the mutual benefit of Guarantor and Landlord and may not be revoked without Landlord's consent. Guarantor hereby agrees and consents that any such service of process upon such agent shall be taken and held to be valid personal service upon Guarantor whether or not Guarantor shall be then physically present, residing or doing business within the State of Illinois, and that any such service of process shall be of the same force and validity as if service were made personally upon Guarantor when physically present, residing or doing business within the State of Illinois. Guarantor waives all claim of error by reason of any such service. Guarantor hereby consents to the jurisdiction of either the Circuit Court of Lake County, Illinois, or the United States District Court for the Northern District of Illinois, in any action, suit or proceeding which Landlord may at any time wish to file in connection with this Guaranty or any related matter. Guarantor hereby agrees that an action, suit or proceeding to enforce this Guaranty may be brought in any state or federal court in the State of Illinois and hereby waives any objection which Guarantor may have to the laying of the venue of any such action, suit or proceeding in any such court; provided, however, that the provisions of this Paragraph shall not be deemed to preclude Landlord from filing any such action, suit or proceeding in any other appropriate forum.

(b) Guarantor hereby waives the right to trial by jury in any action or proceeding that hereafter may be instituted in respect of the Lease or this Guaranty.

17. **Notices**. Any notice, demand or other communication which is given hereunder shall be in writing and shall be deemed given if and when delivered personally or by courier, or on the third business day after being deposited in United States registered or certified mail, postage prepaid, addressed to the intended recipient at its address set forth below or to such other address as such intended recipient may have designated by notice furnished in accordance herewith:

If to Landlord:

Dell-Mettawa LLC
c/o Dell Realty Company
5215 Old Orchard Road, Suite 760
Skokie, IL 60071
Attn: Jack Faintuch

with a copy to:

Gould & Ratner LLP
222 North LaSalle Street
Suite 800
Chicago, IL
Attn: Joseph W. Marzo

If to Guarantor:

ZOLL Medical Corporation
Attn: Legal
269 Mill Road
Chelmsford, MA 01824

With a copy to:

Fox Rothschild LLP
BNY Mellon Center
500 Grant Street, Suite 2500
Pittsburgh, PA 15219

[signature page follows, remainder of page left blank]

SIGNED AND DELIVERED as of the date first specified above.

GUARANTOR:

ZOLL MEDICAL CORPORATION,
a Massachusetts Corporation

By:______________________________________
Name:____________________________________
Its:______________________________________

4890-6327-5505, v. 5