City of Chicago

SO2019-302

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	1/23/2019
Sponsor(s):	Emanuel (Mayor)
Type:	Ordinance
Title:	Office lease agreement with North LaSalle Financial Associates LLC at 2 North LaSalle St
Committee(s) Assignment:	Committee on Housing and Real Estate

SUBSTITUTE

ORDINANCE

WHEREAS, the City of Chicago ("City") is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois of 1970, and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the City currently leases approximately 262,690 sq. ft. of office space at 30 N. LaSalle Street and approximately 169,246 sq. ft. of office space at 333 South State Street, Chicago, Illinois; and

WHEREAS, the City has an agreement with Jones Lang LaSalle Americas ("JLL") for the provision of various services, including brokerage services; and

WHEREAS, pursuant to a task order, the City's Department of Fleet and Facility Management ("DFFM") directed JLL to issue a request for proposals ("RFP") for the purpose of obtaining proposals for the lease of office space that may be more economical for the City to rent when compared to its existing leases for the above two (2) properties; and

WHEREAS, JLL received ten (10) proposals in response to the RFP; and

WHEREAS, JLL and DFFM has reviewed the proposals and determined that it is in the City's best interests to enter into a lease with North LaSalle Financial Associates, LLC, a Delaware limited liability company, for the lease of office space (City as tenant) located at 2 North LaSalle Street, Chicago, Illinois, subject to the terms set forth in Exhibit A attached hereto (the "Term Sheet"); ***now, therefore,***

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHICAGO:

SECTION 1. The foregoing recitals are hereby adopted as the findings of the City Council.

SECTION 2. The Commissioner of DFFM or any successor department ("Commissioner"), or a designee of the Commissioner, is each hereby authorized, with the approval of the City's Corporation Counsel as to form and legality, to negotiate, execute and deliver a lease for office space at 2 North LaSalle Street, Chicago, Illinois, substantially in the form attached hereto as Exhibit A, and such other supporting documents as may be necessary or appropriate to carry out and comply with the provisions of such lease.

SECTION 3. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the other provisions of this ordinance.

SECTION 4. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 5. This ordinance shall take effect immediately upon its passage and approval.

EXHIBIT A

Form of Lease

[Attached]

2 NORTH LASALLE STREET
CHICAGO, ILLINOIS 60602

OFFICE LEASE AGREEMENT

CITY OF CHICAGO
(TENANT)

2 NORTH LASALLE STREET -- OFFICE LEASE AGREEMENT SCHEDULE

A.	Agent for Landlord:	The Hearn Company 875 N. Michigan Avenue Chicago, Illinois 60611
B.	Building:	The building located on that certain parcel of land at 2 North LaSalle Street, Chicago, Illinois 60602 (the "Land").
C.	Landlord:	North LaSalle Financial Associates, LLC, a Delaware limited liability company
D.	Tenant:	City of Chicago, a Municipal corporation of the State of Illinois
E.	Premises:	Suites 1100, 1020, 925, 800, 765, 600, 500, 400, 300, 200 and the mezzanine in the Building as depicted on Exhibit A attached hereto ("Phase 1") and additional areas in the Building to be designated by Landlord pursuant to Section 5A below ("Phase 2")
F.	Place of Payment of Rent:	If sent by U.S. Postal Service: North LaSalle Financial Associates, LLC P.O. Box 712792 Cincinnati, OH 45271-2792 If by overnight/courier: If sent via wire transfer or Automated Clearing House (ACH): Bank Name: Key Bank ABA Routing Number: 021-300-077 Credit to Account of: North LaSalle Financial Assoc., LLC, c/o Hearn Company Account Number: 327820070461
G.	Permitted Use:	General office, including the use of portions of the Premises for a lunch room, the operation of vending machines, coffee machines, microwave ovens, refrigerators, electronic data processing equipment, computer room, telephone switch, computer equipment, conference rooms and other functions and facilities generally used in space leased for general office purposes in first class office buildings situated in downtown Chicago.
H.	Broker:	Jones Lang LaSalle
I.	Commencement Date:	August 1, 2020 for Phase 1 (the "Commencement Date"), and December 1, 2023 for Phase 2 (the "Phase 2 Commencement Date"). The Commencement Date

and the Phase 2 Commencement Dare are subject to possible extension pursuant to Sections 2 and 3(b) of Rider B attached hereto (and any such extension shall be reflected in Rider C attached hereto when completed and executed by the parties).

J. Termination Date: July 31, 2035

K. Phase 1 As described in Exhibit A attached hereto.

M. Base Rent*:

Period	Monthly Installments of Base Rent
8/1/20 – 7/31/21	$454,934.38
8/1/21 – 7/31/22	$466,307.74
8/1/22 – 7/31/23	$477,965.43
8/1/23 – 11/30/23	$489,914.57
12/1/23** – 7/31/24	$654,813.44
8/1/24 – 7/31/25	$671,183.78
8/1/25 – 7/31/26	$687,963.37
8/1/26 – 7/31/27	$705,162.46
8/1/27 – 7/31/28	$722,791.52
8/1/28 – 7/31/29	$740,861.30
8/1/29 – 7/31/30	$759,382.84
8/1/30 – 7/31/31	$778,367.41
8/1/31 – 7/31/32	$797,826.59
8/1/32 – 7/31/33	$817,772.26
8/1/33 – 7/31/34	$838,216.56
8/1/34 – 7/31/35	$859,171.98

*Subject to adjustment as provide in Section 5B below
**Phase 2 Commencement Date

N. Rentable Area of the Premises: Approximately 297,825 rentable square feet (Phase 1: 222,825 rentable square feet and Phase 2: approximately 75,000 rentable square feet), unless Tenant leases additional space (other than Basement Space) in the Building, in which case the Rentable Area of the Premises will be adjusted accordingly.

O. Tenant's Proportionate Share: 32.22% for Phase 1, increasing to 43.07% to include Phase 2 as of the Phase 2 Commencement Date, subject to adjustment upon final determination of the Rentable Area of the Premises for Phase 1 and Phase 2 as described in Section 5B below. Tenant's Proportionate Share is determined as the ratio of the Rentable Area of the Premises (other than Basement Space) to the aggregate Rentable Area of the Building. Landlord certifies that the aggregate Rentable Area of the Building is 691,446 square feet.

P. Security Deposit: None.

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2 NORTH LASALLE STREET
CHICAGO, ILLINOIS 60602

OFFICE LEASE AGREEMENT

This Office Lease Agreement (the "Lease") is made and entered into as of the ____ day of _____, 2019, by and between Landlord and Tenant set forth in the Lease Schedule on the terms set forth below whereby Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Premises for the term beginning on the Commencement Date and ending on the Termination Date, as set forth on the Lease Schedule (the "Term"), unless sooner terminated as provided herein, to be used for the Permitted Use set forth in the Lease Schedule and none other. The Lease Schedule attached hereto is hereby incorporated herein by reference (and hereinbefore and hereinafter referred to as the "Lease Schedule") and the terms set forth in the Lease Schedule, whenever used in this Lease, shall have the same meanings as set forth in the Lease Schedule.

1. **Rent**. Tenant shall pay to Landlord, in lawful money of the United States, at the Place of Payment of Rent or at such other place as Landlord or the Agent for Landlord may designate, the Base Rent as shown on the Lease Schedule in equal monthly installments, each without any set-off or deduction whatsoever, in advance on the first day of each and every calendar month during the Term commencing on the Commencement Date and prorated for fractions of a month if the Commencement Date shall commence on any day other than the first day of any month or the Term shall be terminated on any day other than the last day of any month. Unpaid Rent (as hereinafter defined) shall bear interest at the then current prime rate of interest established by JP Morgan/Chase Bank, or its successor, but in no event greater than the maximum rate permitted by law, from ninety (90) days after the date due until paid.

2. **Additional Rent**. In addition to paying the Base Rent specified in Section 1 hereof, Tenant shall pay as additional rent (the "Additional Rent") from and after the Commencement Date, the amount determined under this Section 2. The Base Rent and the Additional Rent are herein collectively referred to as the "Rent" and the payment thereof is an independent covenant of this Lease. All amounts due under this section as Additional Rent shall be payable for the same periods and in the same manner, time and place as the Base Rent. Without limitation on other obligations of Tenant which are expressly contemplated herein to survive the expiration of the Term, the obligations of Tenant to pay the Additional Rent provided for in this Section 2 accruing during the Term shall survive the expiration of the Term. For any partial Calendar Year (hereinafter defined), Tenant shall be obligated to pay only a pro rata share of the Additional Rent, based on the number of days of the Term falling within such Calendar Year.

   A. **Definitions**. In addition to the terms defined in the Lease Schedule and elsewhere in this Lease, the following terms shall have the meanings ascribed to them:

      (i) **"Calendar Year"** shall mean each calendar year (i.e., January 1 through December 31) in which any part of the Term falls, through and including the year in which the Term expires;

      (ii) **"Taxes"** means all federal, state and local governmental taxes, assessments, fees and charges (including, without limitation, transit or transit district taxes and assessments) of any kind or nature, whether general, special, ordinary or extraordinary, assessed or levied against the Building (which term shall include

the parcel or parcels of land used in connection with the Building) or the rents collected from the Building. The amount of real estate taxes included in Taxes for any Calendar Year shall be the amount indicated by the tax bills paid during said Calendar Year notwithstanding that same may be applicable to another year. There shall be included in Taxes for any Calendar Year the amount of all fees, costs and expenses (including, without limitation, reasonable attorneys' fees) paid by Landlord or its beneficiaries during such year in seeking or obtaining any refund or reduction of Taxes. If a special assessment payable in installments is levied against the Building, or any part thereof, Taxes for any Calendar Year shall include only the installments of such assessment, and any interest, payable in such Calendar Year, assuming the payment of said special assessment over the longest period legally permissible. Taxes shall not include any federal or state franchise, capital stock, inheritance, income or estate taxes, except that if a change occurs in the method of taxation resulting in the substitution or addition of any such taxes, assessments, fees or other charges for any Taxes or increases in Taxes, as hereinabove defined, such substituted or additional taxes, assessments, fees or other charges shall be included in Taxes, including, without limitation, any commercial lease tax or tax, assessment, fee or charge imposed upon Landlord, its beneficiaries or principals, or the Agent for Landlord measured in whole or in part upon the rents or other income of the Building or with respect to the use of sewers, water or other utilities serving the Building. Taxes shall not include any interest, fees or penalties incurred by Landlord due to Landlord's late payment of the Taxes. Landlord shall provide Tenant with a copy of the most recent bills for Taxes and any notice of any refund or reduction in Taxes for any prior Calendar Year upon Tenant's request after the delivery to Tenant of the Projection Statement pursuant to Section 2B and will contest Taxes when appropriate as would a prudent landlord of a similar property. Tenant shall be entitled to receive from Landlord Tenant's Proportionate Share of any refund for Taxes for any prior Calendar Year paid to Landlord (net of expenses of obtaining such refund not otherwise previously included in Taxes), provided that Tenant shall have paid its Tenant's Proportionate Share of such Taxes for such Calendar Year as Additional Rent. The foregoing obligation shall survive the expiration or earlier termination of this Lease;

(iii) **"Operating Expenses"** means (1) all costs, charges and expenses paid or incurred by Landlord, its beneficiaries or principals, or Agent for Landlord in connection with the management, ownership, operation, maintenance and repair of the Building, including, without limiting the generality of the foregoing, all insurance costs (including, without limitation, fire and extended coverage, public liability, workmen's compensation, rent and business interruption insurance costs), utility charges (other than electricity provided to leased or leasable areas of the Building), management fees at a rate not to exceed those customarily charged for similar types of buildings in downtown Chicago, window cleaning, Building janitorial service, all costs of independent contractors and wages and salaries of employees at or below the grade of building manager engaged in the operation, maintenance and repair of the Building (including, without limitation, fringe benefits), legal and accounting expenses, costs incurred (including market rent) for the management office and for the conference facility, tenant lounge and wellness center, if any, provided to tenants (including Tenant), less any revenues derived by Landlord from the conference facility, tenant lounge and wellness center (other than revenues paid to Tenant pursuant to Section 38), and

(2) amortization, with interest equal to the lesser of (a) Landlord's actual cost of borrowing and (b) the rate of twelve percent (12%) per year, over its useful life according to generally accepted accounting principles consistently applied, of that portion of the cost of any capital improvements and replacements made to or installed in the Building intended by Landlord to reduce Operating Expenses (provided, however, that such costs shall not exceed the actual reduction in Operating Expenses attributable to such capital improvements as reasonably determined by Landlord) or made or installed pursuant to governmental or insurance requirement (but not to correct any non-compliance as of the Commencement date of any such requirement). Operating Expenses shall not include: costs of capital improvements, including, but not limited to, capital improvements made or installed to correct latent defects in the construction of the Building (other than capital improvements and replacements as provided in the preceding sentence); expenses incurred and capital improvements made or installed in the Building by Landlord to correct non-compliance as of the Commencement Date with the American With Disabilities Act and its regulations, as in effect as of the Commencement Date; adverting expenses, real estate brokers' leasing commissions or compensation; legal expenses of negotiating tenant leases or resolving disputes with tenants, costs of acquiring art work in common areas of the Building, depreciation; interest, penalties and principal payments on mortgages, and other debt costs, if any; cost of work done in the Building to the extent any tenant has paid the cost thereof to Landlord other than as an Operating Expense reimbursement, fines or other penalties, cost of improvements to the Building required to correct non-compliance as of the Commencement Date with laws and governmental regulations as in effect as of the Commencement Date and not caused by Tenant's use and occupancy of the Premises, losses due to Landlord's willful misconduct or breach of contract. Only an allocable portion of the wages, salaries and fringe benefits of employees not exclusively engaged in the operation, maintenance and repair of the Building shall be included as Operating Expenses. If the Building is less than ninety-five percent (95%) leased and occupied during all or any portion of any Calendar Year, or if certain tenants separately obtain and pay for janitorial services, Landlord may make an adjustment to the actual amount of variable (e.g., HVAC and janitorial, which may be impacted by Building occupancy levels, as opposed to non-variable Operating Expenses such as insurance premiums and legal and accounting expenses) Operating Expenses for such Calendar Year to reflect the amount of Operating Expenses which would have been paid or incurred by Landlord or Agent for Landlord if the Building had been fully leased and occupied or if certain tenants did not pay for janitorial services directly. Such adjusted amount shall be deemed to be the amount of Operating Expenses for such Calendar Year. Such adjustment will be determined in accordance with sound accounting principles and Landlord's management principles consistently applied. If any expense so paid in one (1) year relates to more than one (1) Calendar Year, such expense may be proportionately allocated among such related Calendar Years.

B. **Expense Adjustment**. Tenant shall pay, as Additional Rent to Landlord, commencing on the Commencement Date and on the first day of each and every calendar month thereafter during each Calendar Year, an amount equal to one-twelfth (1/12th) of Tenant's Proportionate Share of the amount of Operating Expenses for such Calendar Year plus an amount equal to one-twelfth (1/12th) of Tenant's Proportionate Share of

the amount of Taxes for such Calendar Year; provided however, if the lease year does not commence on January 1, Additional Rent for the first and last lease years shall be prorated.

For purposes of calculating such Additional Rent for any Calendar Year from and after Calendar Year 2020, Landlord may make reasonable estimates or projections (collectively, the "Projections") of Taxes and Operating Expenses for such Calendar Year. As soon as practicable after the beginning of each Calendar Year from and after Calendar Year 2020, Landlord shall deliver to Tenant a written statement in a form substantially the same as the form attached hereto as Exhibit B (the "Projection Statement") (a) setting forth the Projections of Taxes and Operating Expenses for that Calendar Year, and (b) setting forth the Additional Rent payable in such Calendar Year based on the Projections, and Projection Statement shall be accompanied by the certification by a financial officer of Landlord that such Projections were made in accordance with sound accounting principles, consistently applied; provided however, that the failure by Landlord to provide a Projection Statement shall not relieve Tenant from its obligation to continue to pay Base Rent or Additional Rent at the rate then in effect under this Lease, and if and when Tenant receives a Projection Statement from Landlord, Tenant shall pay the full amount of any increases in Additional Rent reflected thereby, effective retroactively to the beginning of the Calendar Year and pay the Additional Rent required by the Projection Statement beginning on the first day of the following calendar month. Notwithstanding the foregoing, Landlord reserves the right to adjust the Projections from time to time, but not more than once in any Calendar Year. Notwithstanding the foregoing, if Landlord fails to deliver to Tenant the Projection Statement by March 1 of any Calendar Year and the Projection Statement, once delivered to Tenant reflects an increase in the amount of Additional Rent payable by Tenant during such Calendar Year, then Tenant may elect by written notice to Landlord, to pay the aggregate amount of the increase in the Additional Rent attributable retroactively to the beginning of the Calendar Year in equal monthly installments over a period equal to the number of months from and after January 1 of such Calendar Year that the delivery by Landlord to Tenant of the Project Statement is delayed. For example, if Landlord was to deliver the Projection Statement for Calendar Year 2021 to Tenant on April 15, 2021, and the Projection Statement reflected a monthly increase in Additional Rent of $10,000 for Calendar Year 2021, then the $40,000 of such increase in Additional Rent attributable to the period January 1, 2021 to April 1, 2021, would be payable in four equal monthly installments of $10,000 commencing May 1, 2021, rather than in a single lump sum of $40,000 on May 1, 2021. If Landlord shall deliver to Tenant a Projection Statement later than May 15 of the applicable Calendar Year, then Tenant shall not be obligated to pay to Landlord any amounts set forth in such Projection Statement and there shall be no increase in Additional Rent for such Calendar Year.

As soon as practicable after each Calendar Year, Landlord shall notify Tenant, in writing, of the actual amount of Taxes and Operating Expenses for such Calendar Year (the "Adjustment Statement"). If such actual amounts exceed the Projections for such Calendar Year, then Tenant shall, within sixty (60) days after the date of the Adjustment Statement, pay to Landlord an amount equal to the difference between the amount of the Additional Rent based on the Projection Statement and the amount of the Additional Rent based on the Adjustment Statement. The obligation to make such payment shall survive the expiration or earlier termination of the Term. If the amount paid by Tenant pursuant to the Projection Statement during such Calendar Year exceeds the amount thereon payable for such year based upon actual Taxes and Operating Expenses for such Calendar

Year, and if Tenant is not then in default (or would but for the giving of notice or passage of time be in default) under any term or condition of this Lease, then Landlord shall credit such excess to Additional Rent payable after the date of Landlord's notice until such excess has been exhausted, or if this Lease shall expire prior to full application of such excess, Landlord shall pay to Tenant, which obligation shall survive the expiration of this Lease, within thirty (30) days after determination of the actual amount due, the balance thereof not theretofore applied against Rent. No interest or penalties shall accrue on any amounts which Landlord is obligated to credit or pay to Tenant by reason of this paragraph. Upon written request from Tenant, Landlord shall provide Tenant with reasonable detail supporting the Operating Expenses and Taxes (including copies of the most recent bills for Taxes) shown on the Adjustment Statement. Tenant or its representative shall have the right to examine and, at Tenant's expense, make copies of, Landlord's books and records showing Operating Expenses and Taxes upon reasonable prior notice and during normal business hours at any time within sixty (60) days after the furnishing of the Adjustment Statement containing said item. If Tenant fails to conduct said examination within said sixty (60) day period, such Adjustment Statement shall be considered as final and accepted by Tenant. If Tenant takes exception to any item in the Adjustment Statement within the applicable time period and if Landlord and Tenant are unable to agree on the correctness of said item, then either party may refer the decision of said issue to a reputable firm of independent certified public accountants mutually acceptable to Tenant and Landlord and the decision of said accountants shall be conclusively binding on the parties. If Landlord and Tenant cannot agree on the accounting firm within thirty (30) days, said firm shall be designated by the highest ranking officer of the local chapter of BOMA who does not have a direct or indirect financial or business interest in or in common with Landlord or Tenant. Tenant shall pay all fees and expenses involved in such decision unless the determination results in a payment by Landlord to Tenant in excess of five per cent (5%) of the Taxes and Operating Expenses due from Tenant, in which event Landlord shall pay said fees and expenses. Notwithstanding the foregoing, Tenant shall only have the right to examine Landlord's books and records in the event that Tenant has previously paid any and all amounts of Additional Rent (other than specific amounts which Tenant has disputed by a detailed written notice to Landlord) which were calculated and billed pursuant to the Projection Statement(s) and/or Adjustment Statement(s). Any overpayment by Tenant shall be refunded to Tenant in a manner as described herein. This provision shall survive the termination of this Lease.

3. **Base Rent Credit**. Landlord shall provide Tenant with credits against Base Rent as follows: (i) $60.00 per rentable square foot of Phase 1 against Base Rent first coming due for Phase 1 (the "Phase 1 Rent Credit") and (ii) $48.00 per rentable square foot of Phase 2 against Base Rent first coming due for Phase 2 (the "Phase 2 Rent Credit"). By written notice to Landlord at any time, Tenant may instead add some or all of the Phase 1 Rent Credit to the Phase 1 Construction Allowance and/or some or all of the Phase 2 Rent Credit to the Phase 2 Construction Allowance (as such terms are defined in Rider B).

4. **Service**. During the Term, Landlord shall provide the following services in a manner comparable to services generally furnished to tenants in other similar office buildings:

   A. **Janitorial Service** daily in and about the Premises, Saturdays, Sundays and the holidays set forth in Rider A to this Lease (such holidays, the "Holidays") excepted. Tenant shall not provide any janitorial service without Landlord's written consent. If Landlord's consent be given, such janitorial service shall be subject to Landlord's supervision but at

Tenant's sole responsibility. Tenant shall not provide any janitorial service in the Premises except through a janitorial contractor or employees who are, and shall continuously be, in each and every instance satisfactory to Landlord.

B. **Heat and Air Conditioning** daily from 8:00 a.m. to 6:00 p.m., Saturdays from 8:00 a.m. to 1:00 p.m., Sundays and Holidays excepted ("Normal Building Hours"), whenever heat or air conditioning shall be required for the comfortable occupation and use of the Premises. Tenant may request additional heat and air conditioning upon written request to Landlord in accordance with the Building Rules and Regulations and Tenant shall pay to Landlord as Additional Rent Landlord's regular charges for such heat and air conditioning. If the use of heat generating equipment in the Premises, other than normal use and quantities of office equipment as described in the definition of Permitted Use, affects the temperatures otherwise maintained by the air conditioning system for normal business operations, and thereby requires, in the reasonable judgment of Landlord, the modification of the air conditioning system (including installation of supplementary air conditioning units for the Premises) or the air conditioning units supplementary to the existing Building systems are installed, Landlord reserves the right to perform such modification, and the cost thereof shall be paid by Tenant to Landlord at the time of completion of such modification. Tenant acknowledges and agrees that unusual concentrations of equipment (e.g., computer servers), even if included in the definition of Permitted Use, may require supplementary air conditioning units, at Tenant's expense. Any increased expenses in maintaining the system resulting, in Landlord's reasonable opinion, from such modification and any increased expenses in operating the system resulting from such modification shall be paid by Tenant. In addition, Tenant shall, at Tenant's expense, perform all maintenance on any supplementary air conditioning units installed in accordance with this paragraph unless, in the exercise of its right hereby expressly reserved, Landlord elects to perform part or all of such maintenance at Tenant's expense.

C. **Cold Water** for drinking, lavatory and toilet purposes, drawn through fixtures installed by Landlord or, with Landlord's written consent, by Tenant.

D. **Passenger Elevator Service** in common with other tenants daily 24 hours including Saturdays, Sundays and Holidays, and freight elevator service in common with other tenants; provided however, such freight elevator use shall be subject to prior approval, and conditions established, by Landlord and uniformly applied to all tenants in the Building.

E. **Electricity**. Landlord shall, at its costs and expense, cause the Premises to be separately metered by one or more meters, and Tenant shall pay all charges for electricity consumed on the Premises directly to the current public utility provider furnishing electric service to the Building ("Electric Service Provider"). Notwithstanding the foregoing, if permitted by law, Landlord will have the right at any time and from time to time during the Term to either contract for service from a different company or companies providing electricity service (each such company hereinafter being referred to as an ("Alternate Service Provider")) or continue to contract service from the Electric Service Provider. Tenant will cooperate with Landlord, the Electric Service Provider and any Alternate Service Provider at all times and, as reasonably necessary, will allow Landlord, Electric Service Provider, and any Alternate Service Provider reasonable access to the Building's electric lines, feeders, risers, wiring, and any other machinery within the Premises. Landlord will not be liable or responsible for any loss, damage, or

expense that Tenant sustains or incurs by reason of any change, failure, interference, disruption, or defect in the supply or character of the electric energy furnished to the Premises, or if the supply or character of the electrical energy supplied by the Electric Service Provider or any Alternate Service Provider is no longer available or suitable for Tenant's requirements, and no such change, failure, defect, unavailability, or unsuitability will constitute an actual or constructive eviction, in whole or in part, or entitle Tenant to any abatement or diminution of rent, or relieve Tenant from any of its obligations under this Lease.

F. **Interruption of Services**. Notwithstanding anything herein to the contrary contained, if as a result of any failure in furnishing services to the Premises, and, unless such failure is due to the act or omission of the Tenant or its agents, employees or contractors, any portion of the Premises is rendered untenantable for in excess of five (5) consecutive business days or ten (10) business days in any calendar month, Base Rent and Additional Rent shall abate for the period of such untenantability in proportion to the area of the Premises rendered untenantable and not, in fact, occupied by Tenant. If as a result of any such failure in furnishing services, including such failure as a result of the act or negligence of Tenant, other than as a result of a fire or other casualty, (i) more than 10,000 square feet of the Premises is rendered untenantable for a period in excess of three (3) consecutive business days and Tenant does not, in fact, conduct business from the untenantable portion of the Premises and (ii) to the extent that Landlord will be reimbursed through business interruption insurance for any loss of rents if rent abates, such Base Rent and Additional Rent shall abate in proportion to the area of the Premises rendered untenantable and not, in fact, occupied by Tenant, but not in excess of the amount reimbursed through Landlord's business interruption insurance. If as a result of any failure in furnishing any building services, unless such failure is due to the act or omission of Tenant or its agents, employees or contractors, more than 50,000 sq. ft. of the Premises is rendered untenantable (and Tenant does not in fact conduct business from the untenantable portion of the Premises) for a period in excess of 270 days (without extension for any event of Force Majeure) from the first business day of such failure to provide services (the "Allowable Repair Period"), then Tenant shall have the right to elect to either (a) terminate the Lease by written notice to Landlord given during the 10 business day period following the end of the Allowable Repair Period and prior to access and use of the Premises being restored or (b) extend the Allowable Repair Period.

G. **Conference Rooms**. Tenant shall have access to conference room facilities provided by Landlord to tenants in the Building generally, upon the same terms and conditions as are applicable to tenants in the Building, except that the rate payable by Tenant for the use of such conference room facilities will not exceed the lowest rate charged to other tenants in the Building.

5. **Determination of Premises; Measurement; Delivery; Ground Floor Space; Basement Space**.

A. The areas comprising Phase 2 shall be designated by Landlord in a written notice (the "Phase 2 Notice") to Tenant delivered no later than twelve (12) months prior to the Phase 2 Delivery Date (as hereinafter defined). Phase 2 shall comprise approximately 75,000 rentable square feet located in the high-rise and/or low-rise components of the Building and must consist of at least 10,000 square feet of contiguous leasable space (including space in Phase 1 (e.g., Phase 2 could include 5,000 rentable square feet on a floor if it is contiguous to at least 5,000 rentable square feet of Phase 1 on that floor)) on each floor of the Building in which any portion of the Phase 2 space is situated and,

except for any basement space included in Phase 2 as provided below, shall have perimeter exterior windows. The parties shall promptly execute an amendment to this Lease to confirm the locations of Phase 2.

B. Landlord has caused Phase 1 to be measured pursuant to the BOMA 2010 Office Standard, Office Buildings: Standard Methods of Measurement (ANSI/BOMA Z65.1-2010) (the "BOMA Standards") and has delivered evidence of such measurement to Tenant. Landlord shall cause Phase 2 to be measured pursuant to the BOMA Standards. If Phase 2 consists of other than 75,000 rentable square feet in the low-rise and high rise portions of the Building, then the schedule of Base Rent, the stated Rentable Area of the Premises, Tenant's Proportionate Share, the Phase 2 Rent Credit and the Phase 2 Construction Allowance shall all be adjusted proportionately. The parties shall promptly execute an amendment to this Lease to confirm any such changes.

C. Landlord shall make Phase 1 available from and after September 1, 2019 (the date Landlord actually makes Phase 1 available is the "Phase 1 Delivery Date") for the performance of the Work (as defined in Rider B) and thereafter, the conduct of business (provided Landlord may delay delivery of Suite 600, consisting of approximately 3,486 rentable square feet, and Suite 630, consisting of approximately 2,430 rentable square feet, until a date no later than six (6) months after the date of full execution of this Lease). Landlord shall make Phase 2 available from and after May 31, 2023 (the date Landlord actually makes Phase 2 available is the "Phase 2 Delivery Date") for the performance of the Work and thereafter, the conduct of business. Once Tenant takes possession of Phase 1 or Phase 2 for the conduct of business, if prior to the Commencement Date or the Phase 2 Commencement Date, respectively, all the covenants and conditions of this Lease shall apply to and shall control such pre-Term occupancy, provided Tenant shall not be obligated to pay Base Rent or Additional Rent under Section 2 for Phase 1 or Phase 2 until the Commencement Date or the Phase 2 Commencement Date, as applicable.

D. If at any time during the Term, Tenant's use routinely generates traffic by members of the public visiting part of the Premises that is so significant that it overwhelms the Building's lobby and current level of manned security, then Landlord may require Tenant to lease ground floor space in the Building of reasonable size and with a separate exterior entrance at a location designated by Landlord (the "Ground Floor Space") for dealings with such members of the public. The foregoing shall not apply to access by employees of Tenant or other visitors to the Premises that are vendors or engaged in ongoing business with Tenant. Tenant shall pay Rent for the Ground Floor Space at the Market Rental Rate (as defined in Section 35.C below) for the Ground Floor Space for the lease term thereof (including Additional Rent). If Tenant leases the Ground Floor Space, the parties shall execute an amendment to this Lease to reflect the addition of the Ground Floor Space to the Premises.

E. Tenant shall have the option to lease one, two or all three of the basement spaces depicted on Exhibit D attached hereto (the basement space so leased by Tenant is hereinafter referred to as the "Basement Space"). Tenant must exercise such option by written notice to Landlord not later than December 31, 2019, designating which of the three basement spaces Tenant is electing to lease. If Tenant elects to lease the Basement Space, the terms of Tenant's lease of the Basement Space shall be as follows:

(i) the lease term of the Basement Space and the obligation to pay Basement Space Rent shall commence August 1, 2020 (the "Basement Space Commencement Date") and shall be co-terminous with the Term;

(ii) Landlord shall deliver the Basement Space to Tenant within sixty (60) days after Tenant's exercise of the option to lease the Basement Space (the "Basement Space Delivery Date"). Tenant's use and occupancy of the Basement Space from and after the delivery of the Basement Space and prior to the Basement Space Commencement Date shall be upon all of the terms and conditions of this Lease, other than the obligation to pay Basement Space Rent;

(iii) Base Rent for the Basement Space ("Basement Space Rent") shall be $20.00 per leasable square foot, and such rate shall increase by 2.5% on each anniversary of the Basement Space Commencement Date. The rentable square footage of the Premises shall not be increased by the leasable area of the Basement Space for purposes of determining Tenant's Proportionate Share and Tenant shall not be obligated to pay a share of Operating Expenses or Taxes for the Basement Space. Tenant shall not be entitled to a rent credit as described in Section 3 for the Basement Space;

(iv) Tenant shall accept the Basement Space in its "as is" condition. Upon Tenant's election (to be indicated at the time Tenant exercises the option to lease the Basement Space), Landlord shall provide Tenant with a construction allowance to be used by Tenant for improvements to the Basement Space (the "Basement Space Allowance"), up to a maximum amount of $110.00 per leaseable square foot of the Basement Space. If Tenant elects to receive the Basement Space Allowance, then for each $10.00 per leasable square foot of the Basement Space Allowance paid by Landlord, the initial Basement Space Rent shall increase by $1.00 per leasable square foot (and such increased amount of the initial Basement Space Rent shall escalate annually as provided in clause (iii) above). Such increase in the Basement Space Rent shall be prorated if the Basement Space Allowance is not a factor of $10.00 per usable square foot;

(v) Landlord shall not be obligated to provide any services to the Basement Space except heating, ventilation and air conditioning, cold water, elevator service, electricity and access. Specialty cleaning of the Basement Space will be available, at Tenant's election and cost; and

(vi) the Basement Space shall be considered part of the Premises (except that the Basement Space shall be excluded from the Premises for purposes of determining the Tenant's Proportionate Share) and subject to all of the other terms and conditions of this Lease.

If Tenant exercises its option to lease the Basement Space, Landlord and Tenant shall execute an amendment to this Lease to evidence Tenant's lease of the Basement Space. If Tenant fails to timely exercise its option to lease the Basement Space, Tenant shall have no further option or right to lease the Basement Space.

6. **Landlord's Title**. Landlord's title is and always shall be paramount to the title of Tenant, and nothing herein contained shall empower Tenant to do any act which can, shall or may encumber

the title of Landlord. This Lease does not grant any rights to light or air over property, except over public streets kept open by public authority.

7. **Certain Rights Reserved to Landlord**. Landlord reserves the following rights: (a) to name the Building or change the name or street address of the Building without notice or liability of Landlord to Tenant; (b) to install and maintain a sign or signs on the interior and exterior of the Building; (c) to have access for Landlord and the other tenants of the Building to any mail chutes located on the Premises according to the rules of the United States Postal Service; (d) to designate all sources furnishing sign painting and lettering, ice, drinking water, towels and toilet supplies used on the Premises; (e) during the last ninety (90) days of the Term or any part thereof, if during or prior to that time Tenant vacates the Premises, to decorate, remodel, repair, alter or otherwise prepare the Premises for re-occupancy; (f) to constantly have pass keys to the Premises (no locks shall be changed without Landlord's consent); (g) to adjust Tenant's Proportionate Share as a result of and according to changes in the size of the Premises in relation to the size of the Building and resulting from alterations or additions to the Building or measurement of the Premises or Building; (h) to designate and approve prior to installation, all types of carpeting, paint, wall hanging devices, window shades, blinds, drapes, and other similar equipment, and to control all internal lighting that may be visible from the exterior of the Building; (i) in the event that Landlord believes the suppliers of services or goods to Tenant or other tenants located in the Building are impeding access to the Building, interfering with the security of the Building or significantly increasing the amount of traffic in the Building, Landlord shall have the right to establish reasonable, non-discriminatory rules and regulations designating, restricting or controlling the suppliers of services or goods to Tenant and other tenants in the Building; (j) to decorate or make repairs, alterations, additions, or improvements, whether structural or otherwise, in and about the Building, or any part thereof, and for such purposes to enter upon the Premises, using commercially reasonable efforts to minimize any disruption in the conduct of business by Tenant, and, during the continuance of any of said work, to temporarily close doors, entryways, public space and corridors in the Building and to interrupt or temporarily suspend Building services and facilities, so long as the Premises are reasonably accessible; (k) to grant to anyone the exclusive right to conduct any business or render any service in or to the Building, provided such exclusive right shall not operate to exclude Tenant from the Permitted Use; (l) to approve the weight, size and location of safes and other heavy equipment and bulky articles in and about the Premises and the Building (so as not to overload the floors of the Premises), and to require all such items and furniture and similar items to be moved into and out of the Building and Premises only at such times and in such manner as Landlord shall direct in writing, with any damages done to the Building or Premises or to other tenants in the Building by taking in or putting out safes, furniture and other items, or from overloading the floor in any way, to be paid by Tenant; (m) [intentionally omitted]; (n) to change the arrangement or location of entrances, passageways, doors and doorways, corridors, stairs, toilets and other public service portions of the Building not contained within the Premises or any part thereof; (o) to close the Building after regular working hours and on Saturdays, Sundays and Holidays subject, however, to Tenant's right to admittance, under such reasonable, non-discriminatory regulations as Landlord may prescribe and uniformly apply to all tenants from time to time, which may include by way of example but not of limitation, that persons entering or leaving the Building identify themselves to Building personnel by registration or otherwise and that said persons establish their rights to enter or leave the Building; (p) with reasonable notice to Tenant, to exhibit the Premises to others (with respect to prospective tenants, only during the last one hundred eighty (180) days of the Term); (q) to take any and all measures, including inspections, repairs, alterations, additions and improvements to the Premises or to the Building, as may be necessary or desirable for the safety, protection or preservation of the Premises or the Building or Landlord's interests, or as may be necessary or desirable in the operation of the Building.

Provided that Landlord gives reasonable advance notice to Tenant and uses commercially reasonable efforts to minimize any disruption in the conduct of business by Tenant (except in cases of emergency, when no notice shall be required), Landlord may enter upon the Premises and may exercise any or all of the foregoing rights hereby reserved or other rights and duties provided in this Lease without being deemed guilty of an eviction or disturbance of Tenant's use or possession and without being liable in any manner to Tenant.

8. **Waiver of Claims**. To the extent permitted by Law, and except as provided in Section 9 below, Tenant releases Landlord, Agent for Landlord and their agents and employees from and waives all claims for damage to person or property sustained by Tenant or any occupant of the Building or Premises or by any other person, resulting from the Building or Premises or any part of either or any equipment or appurtenance becoming out of repair, or resulting from any accident in or about the Building or resulting directly or indirectly from any act or neglect of any tenant or occupant of the Building or of any other person. This Section 8 shall apply especially, but not exclusively, to the flooding of basements or other sub-surface areas, and to damage caused by refrigerators, sprinkling devices, air conditioning apparatus, water, snow, frost, steam, excessive heat or cold, falling plaster, broken glass, sewage, gas, odors or noise, or the bursting or leaking of pipes or plumbing fixtures, and shall apply equally whether any such damage results from the act or neglect of other tenants, occupants and servants in the Building or of any person, and whether such damage be caused or result from anything or circumstance above mentioned or referred to or any other thing or circumstance whether of a like nature or of a wholly different nature. Tenant shall not be liable for any damages caused by its act or negligence and Landlord shall look solely to the insurance required to be maintained by Landlord under this Lease for the full amount of such damages. All property belonging to Tenant or any occupant of the Premises that is in the Building or the Premises shall be there at the risk of Tenant or such other person only, and Landlord shall not be liable for damage thereto or theft or misappropriation thereof.

9. **Risk Allocation**. The parties desire, to the extent permitted by law, to allocate certain risks of personal injury, bodily injury or property damage, and risks of loss of real or personal property by reason of fire, explosion or other casualty, and to provide for the responsibility for insuring those risks. It is the intent of the parties that, to the extent any event is required herein to be insured for, any loss, cost, damage or expense arising from such event, including, without limitation, the expense of defense against claims or suits, be covered by insurance, without regard to the fault of Tenant, its officers, employees or agents ("Tenant Protected Parties"), and without regard to the fault of Landlord, its beneficiaries, Agent for Landlord, their respective partners, shareholders, members, agents, directors, officers and employees ("Landlord Protected Parties"). As between Landlord Protected Parties and Tenant Protected Parties, such risks are allocated to Landlord and Tenant as follows:

(i) Tenant shall bear the risk of bodily injury, personal injury or death, or damage to the property, of third persons, occasioned by events occurring on or about the Premises, regardless of the party at fault. Said risks shall be insured as provided in Section 21B.

(ii) Tenant shall bear the risk of damage to Tenant's contents, personal property, trade fixtures, tenant improvements installed at Tenant's own cost, machinery, equipment, furniture and furnishings in or about the Building arising out of loss by the events required to be insured against pursuant to Section 21B.

(iii) Landlord shall bear the risk of damage to the Building arising out of loss by events required to be insured against pursuant to Section 21C, regardless of the party at fault.

(iv) Landlord shall bear the risk of bodily injury, personal injury or death, or damage to the property, of third persons, occasioned by events occurring on or about the Building (other than premises leased to tenants including the Premises), regardless of the party at fault. Said risks shall be insured against as provided in Section 21C.

Landlord and Tenant intend that the risk of loss or damage as described above shall be borne by responsible insurance carriers (or, as applicable, Tenant's self-insurance program) to the extent above provided, and Landlord and Tenant hereby agree to look solely to, and seek recovery only from, their respective insurance carriers (or, as applicable, Tenant's self-insurance program) in the event of a loss of a type described above to the extent that such coverage is agreed to be provided hereunder.

10. **Holding Over**. If Tenant retains possession of the Premises or any part thereof after the termination of the Term by lapse of time or otherwise, Tenant shall pay Landlord Base Rent at one hundred five percent (105%) of the Base Rent and Additional Rent due for the month immediately prior thereto as specified in Sections 1 and 2 for each month (or any part of a month in which event Base Rent and Additional Rent for the entire month shall be paid) Tenant thus remains in possession ("Holdover Rent"), and in addition thereto, shall pay Landlord actual damages reasonably incurred by reason of Tenant's retention of possession. If and when the period of holding over exceeds sixty (60) days, the Holdover Rent shall increase to one hundred twenty-five percent (125%) of the Base Rent and Additional Rent due for the month immediately prior to the holding over. Such holding over shall constitute a month-to month tenancy for the first sixty (60) days and thereafter a tenancy at sufferance, in any case at the Holdover Rent stated hereinabove and in accordance with all the other terms and conditions (with the exception of those stated in this Section 10) as stated in this Lease. The provisions of this section shall not operate as a waiver of Landlord's rights of reentry or any other right hereunder.

11. **Assignment and Subletting**. Unless Tenant shall have first procured Landlord's written consent, which consent shall not be unreasonably withheld, Tenant shall not (a) assign or convey this Lease or any interest under it; (b) allow any transfer hereof or any lien upon Tenant's interest by operation of law; (c) sublet the Premises or any part thereof; or (d) permit the use or occupancy of the Premises or any part thereof by anyone other than Tenant. The consent by Landlord to any transfer, assignment or subletting shall not constitute a waiver of the necessity of Landlord's consent to any subsequent attempted transfer, assignment or subletting. Unless otherwise approved in writing by Landlord, Tenant shall be prohibited from subletting to any tenant at the Building who has an existing lease with Landlord or any prospective Tenant who has received a written offer from Landlord in the last one hundred and twenty (120) days. Tenant shall pay a processing fee in the amount of Five Hundred and 00/100 Dollars ($500.00) to Landlord in connection therewith and shall also pay Landlord's reasonable costs and expenses, including reasonable attorneys' fees, incurred in connection with the processing of any request for Landlord's consent to an assignment or subletting.

Tenant shall pay to Landlord, as Additional Rent, within sixty (60) days after billing, a sum equal to fifty percent (50%) of any rent or other consideration paid to Tenant by any subtenant or assignee in excess of the sum of Base Rent plus Additional Rent then payable to Landlord pursuant to the provisions of this Lease plus any reasonable and customary out of pocket transaction costs incurred by Tenant in connection with such transfer including attorneys' fees, brokerage commissions, cash inducements and alteration costs, which transaction costs shall be amortized on a straight line basis over the term of the transfer. Tenant shall and hereby agrees that it will furnish to Landlord, upon request from Landlord, a complete statement, certified by a financial officer of Tenant, setting forth in detail the computation of all profit derived and to be

derived from such assignment or subletting, such computation to be made in accordance with generally accepted accounting principles. Tenant agrees that Landlord, Agent for Landlord or any other authorized representative of Landlord shall be given access at all reasonable times to the books, records and papers of Tenant relating to any such assignment or subletting, and Landlord shall have the right to make copies thereof. The Tenant's profit due Landlord hereunder shall be paid to Landlord within sixty (60) days of receipt by Tenant of payments made from time to time by such assignee or sublessee to Tenant.

If Tenant is a partnership or limited liability company, a withdrawal or change, whether voluntary, involuntary or by operation of law, of partners or members owning a controlling interest in Tenant shall be deemed a voluntary assignment of this Lease and subject to the provisions of this paragraph. If Tenant is a corporation, any dissolution, merger, consolidation or other reorganization of Tenant, or the sale or transfer of or issuance of stock constituting a controlling interest of the capital stock of Tenant shall be deemed a voluntary assignment of this Lease and subject to the provisions of this paragraph. However, the preceding sentence shall not apply to corporations, the stock of which is publicly traded through a national or regional exchange or over-the-counter.

If Tenant shall desire to assign its interest in this Lease or to sublet all or any part of the Premises and such action would not constitute a mortgage, lien or other encumbrance on this Lease, the Premises or Tenant's interest therein, then Tenant shall, by notice in writing, advise Landlord of its intention from, on and after a stated date (which shall not be less than thirty (30) days after the date of Tenant's notice) to effect such assignment or sublet, and in such event, Landlord shall have the right, except in the case of a sublease of a portion of the Premises, which, together with all other portions of the Premises then subleased by Tenant for a term or terms which will be in any part concurrent with the term of the proposed sublease, will not exceed seventy-five percent (75%) of the rentable square footage of the Premises, to be exercised by giving written notice to Tenant within thirty (30) days after receipt of Tenant's written notice, to recapture the space described in Tenant's notice and such recapture notice shall, if given, cancel and terminate the term of this Lease with respect to the space therein described as of the date stated in Tenant's notice. If Tenant's notice shall cover all of the space hereby demised, and Landlord shall elect to give the aforesaid recapture notice with respect thereto, the term of this Lease shall expire and end on the date stated in Tenant's notice as fully and completely as if that date had been herein definitely fixed for the expiration of the term. If, however, the term of this Lease is cancelled pursuant to the foregoing with respect to less than the entire Premises, the Rent then in effect shall be adjusted on the basis of the number of square feet retained by Tenant in proportion to the original Rentable Area of the Premises, and this Lease so amended shall continue thereafter in full force and effect. If Landlord, upon receiving Tenant's notice with respect to any such space, shall not exercise its right to recapture as aforesaid, and if Tenant is not in default under the terms of this Lease, Landlord will not unreasonably withhold its consent to Tenant's assignment of this Lease or subletting such space to the party identified in Tenant's notice.

Notwithstanding the foregoing, Tenant may assign, without Landlord's consent, its entire interest under this Lease or sublet the Premises (a) to any successor municipal corporation or a sister governmental agency, including, but not limited to, the Chicago Transit Authority or the Chicago Park District, provided that Tenant shall give Landlord written notice at least thirty (30) days prior to the effective date of the proposed assignment or (b) to any entity controlling or controlled by or under common control with Tenant (hereinafter, collectively, referred to as a "Permitted Transfer") without the prior consent of Landlord, provided, with respect to the foregoing clause (b) only: (i) Tenant is not in default under this Lease; (ii) such proposed transferee shall have a net worth which is at least equal to the greater of Tenant's net worth at the date of this Lease or

Tenant's net worth as of the day prior to the proposed purchase, merger, consolidation or reorganization as evidenced to Landlord's reasonable satisfaction; and (iii) Tenant shall give Landlord written notice at least thirty (30) days prior to the effective date of the proposed assignment. For purposes of this Section 11, "control" shall be defined as ownership, directly or through one or more affiliated entities, of fifty-one percent (51%) or more of the shares of stock entitled to vote for the election of directors, in the case of a corporation, or fifty-one percent (51%) or more of the equity interests in the case of any other type of legal entity, or status as a general partner in any partnership, or any other arrangement whereby a party controls or has the right to control the Board of Directors or equivalent governing body of a corporation or other entity.

Any subletting or assignment hereunder shall not release or discharge Tenant of or from any liability, whether past, present or future, under this Lease, and Tenant shall remain fully liable thereunder. Any subtenant or assignee shall agree in a form satisfactory to Landlord to comply with and be bound by all of the terms, covenants, conditions, provisions and agreements of this Lease to the extent of the space sublet or assigned, and Tenant shall deliver to Landlord promptly after execution, an executed copy of each such sublease or assignment and an agreement of compliance by each such subtenant or assignee. Any sale, assignment, mortgage, transfer or subletting of this Lease which is not in compliance with the provisions of this Section 11 shall be of no effect and void.

12. **Condition of Premises**. Landlord represents that as of the date of this Lease, Landlord has not received any written notice that Phase 1 and Phase 2, respectively, are not in compliance with any applicable federal, state and local statutes, regulations codes and ordinances. Landlord further represents and warrants that to the best of Landlord's knowledge as of the date of this Lease (i) the Premises and the common areas of the Building do not contain any Hazardous Substances, PCBs or asbestos in violation of applicable laws, and (ii) the real property on which it the Building is located does not contain any transformers or underground storage tanks.

As part of the Work described in Rider B, Landlord shall cause each of Phase 1 and Phase 2 to comply with all applicable federal, state and local statutes, regulations, codes and ordinances as in effect as of the date of completion of the Work in that Phase.

Tenant's taking possession of the Premises shall be conclusive evidence as against Tenant that the Premises was in good order and satisfactory condition when Tenant took possession subject to punchlist items, if any and latent defects.

No promise of Landlord to alter, remodel or improve the Premises or the Building and no representation respecting the condition of the Premises or the Building have been made by Landlord to Tenant, unless the same is contained herein, or made a part hereof.

Except as stated in Rider B attached hereto, in the event that Landlord alters, remodels or improves the Premises or Building to conform with Tenants requirements, Landlord specifically disclaims all warranties, including but not limited to any implied warranty, that the Premises or Building is suitable for a particular purpose, and remedies are restricted to a pass through of any express warranties provided by Landlord's contractors, material and equipment suppliers.

Tenant shall, at its expense, comply with and cause the Premises to comply with all existing or hereafter adopted governmental statutes, laws, rules, orders, regulations and ordinances and covenants, conditions and restrictions of record, affecting the Premises, provided that Tenant

shall not be responsible for performing any work or making any capital improvements expressly made the responsibility of Landlord under this Lease.

Landlord shall, keep, repair and replace the foundation and the structural elements of the exterior walls of the Building, the elevators, the exterior windows and frames, the Building lobby and common areas from time to time designated by Landlord, and the utility lines outside the Premises and serving the Building in good order and repair and in accordance with all applicable governmental codes and regulations. At any time or times, Landlord, either voluntarily or pursuant to government requirement, may, at Landlord's own expense, make repairs, alterations or improvements in or to the Building or any part thereof, including the Premises, and during operations, may close entrances, doors, corridors, elevators or other facilities, and, provided that Landlord uses commercially reasonable efforts to mitigate any interference with the Tenant's use of the Premises, all without liability to Tenant by reason of interference, inconvenience or annoyance. Landlord shall not be liable to Tenant for any expense, injury, loss or damage resulting from work done in or upon, or the use of, any adjacent or nearby building, land, street or alley. Tenant shall pay Landlord for overtime and for any other expenses incurred in the event repairs, alterations, decorating or other work in the Premises are not made during ordinary business hours at Tenant's request.

Tenant shall, at its sole cost and expense, make all needed maintenance, repairs and replacements to the Premises not specifically the responsibility of Landlord to maintain hereunder in a prompt, good and workmanlike manner and according to all applicable governmental regulations. If Tenant shall fail to make any maintenance, repairs or replacements in and to the Premises as required in this Lease, Landlord shall have the right, but not the obligation, to enter the Premises and to make the same for and on behalf of Tenant, and all sums so expended by Landlord shall be deemed to be Additional Rent hereunder and payable to Landlord within sixty (60) days following written demand. Provided that Landlord uses commercially reasonable efforts to mitigate any interference with the Tenant's use of the Premises, Landlord shall not be liable to Tenant for any interruption of Tenant's business or inconvenience caused Tenant or Tenant's assigns, sublessees, customers, invitees, employees, licensees or concessionaires in the Building on account of Landlord's performance of any repair, maintenance or replacement in the Building, pursuant to Landlord's rights or obligations under this Lease. There shall be no abatement of or set-off against Rent and no liability of Landlord by reason of any injury to or interference with Tenant's business arising from the making of any repairs, alterations or improvements in or to any portion of the Building in accordance herewith.

Notwithstanding anything herein to the contrary contained, if as a result of Landlord's repairs, alterations or improvements in or to the Building or any part thereof, including the Premises, and unless such repairs, alterations or improvements are made necessary as a result of the act or negligence of Tenant or as a result of a fire or other casualty, any portion of the Premises is rendered untenantable for in excess of five (5) consecutive business days or ten (10) business days in any calendar month, Base Rent and Additional Rent shall abate for the period of such untenantability in proportion to the area of the Premises rendered untenantable and not, in fact, occupied by Tenant. If as a result of any such Landlord's repairs, alterations or improvements, including such repairs, alterations or improvements as are made necessary as a result of the act or negligence of Tenant, but other than as a result of a fire or other casualty, (i) more than 10,000 square feet of the Premises is rendered untenantable for a period in excess of three (3) consecutive business days and Tenant does not, in fact, conduct business from the untenantable portion of the Premises and (ii) to the extent that Landlord will be reimbursed through business interruption insurance for any loss of rents if Rent abates, such Base Rent and Additional Rent shall abate in proportion to the area of the Premises rendered untenantable and not, in fact,

occupied by Tenant, but not in excess of the amount reimbursed through Landlord's business interruption insurance. If as a result of Landlord's repairs, alterations or improvements (unless such failure is a result of the act or negligence of Tenant or as a result of a fire or other casualty), more than 50,000 sq. ft. of the Premises is rendered untenantable (and Tenant does not in fact conduct business from the untenantable portion of the Premises) for a period in excess of 270 days (without extension for any event of Force Majeure) from the commencement of such Landlord's repairs, alterations or improvements (the "Allowable Completion Period"), then Tenant shall have the right to elect to either (a) terminate the Lease by written notice to Landlord given during the 10 business day period following the end of the Allowable Completion Period and prior to access and use of the Premises being restored or (b) extend the Allowable Completion Period.

13. **Alterations**. Tenant shall not make any alterations in, or additions to, the Premises or the HVAC, mechanical, electrical, plumbing or sewer systems or leasehold improvements, or perform any material repairs or replacements pursuant to Section 12 of this Lease, without Landlord's advance written consent, which consent shall not be unreasonably withheld, conditioned or delayed in each and every instance. If Landlord consents to such alterations or additions, or material repairs or replacements, before commencement of the work or delivery of any materials onto the Building, Tenant shall furnish Landlord with plans and specifications, names and addresses of contractors, copies of contracts, necessary permits and indemnification from Tenant's contractors in form and amount satisfactory to Landlord and waivers of lien against any and all claims, costs, damages, liabilities and expenses which may arise in connection with the alterations or additions or material repairs or replacements. All such work shall be done at Tenant's expense by employees of or contractors hired by Landlord unless Landlord gives its prior written consent to Tenant's hiring its own contractors. Tenant shall promptly pay to Landlord or to Tenant's contractors, as the case may be, when due, the cost of all such work and of all decorating required by reason thereof. All additions and alterations and material repairs and replacements shall be installed in a good, workmanlike manner and only new, high-grade materials shall be used. Tenant hereby agrees to defend and hold Landlord harmless from any and all liabilities of every kind and description which may arise out of or be connected in any way with said alterations or additions or material repairs or replacements preformed or installed by Tenant or its employees of contractors. Landlord hereby agrees to defend and hold Tenant harmless from any and all liabilities of every kind and description which may arise out of or be connected in any way with said alterations or additions or material repairs or replacements preformed or installed by Landlord or its employees of contractors. Before commencing any work in connection with alterations or additions, or material repairs or replacements, Tenant shall furnish Landlord with certificates of insurance from all contractors performing labor or furnishing materials, insuring Landlord against any and all liabilities which may arise out of or be connected in any way with said additions or alterations or material repairs or replacements. Tenant shall pay the cost of all such alterations and additions and material repairs and replacements. Upon completing any alterations or additions or material repairs or replacements, Tenant shall furnish Landlord with contractors' affidavits and full and final waivers of lien and receipted bills covering all labor and materials expended and used. All alterations and additions, and material repairs and replacements, shall comply with all insurance requirements and with all ordinances and regulations of the local government having jurisdiction over the Building or any department or agency thereof and with the requirements of all statutes and regulations of applicable governmental authorities and any department or agency thereof. All additions, hardware, non-trade fixtures, built-in fixtures (including but not limited to sinks and industrial (non-architectural) light fixtures, whether or not same are built-in), wall coverings, carpeting and other floor coverings, built-in or attached shelving, cabinetry and mirrors, and all improvements, temporary or permanent, in or upon the Building, whether placed there by Tenant or by Landlord,

shall become Landlord's property and shall remain upon the Building at the termination of this Lease by lapse of time or otherwise without compensation, allowance or credit to Tenant. Notwithstanding the foregoing, upon written notice to Tenant given at the time Landlord approves any Specialty Alteration (whether pursuant to this Section 13 or pursuant to Rider B), Landlord may require Tenant to remove such Specialty Alteration at the expiration or termination of the Term and restore the affected areas of the Building. A "Specialty Alteration" means any executive bathroom, raised computer floor, supplemental HVAC or fire-protection system, safe deposit box, vault, library or file room requiring reinforcement of floors, dumbwaiter and any other item which is not a standard office installation and which is expressly identified as a "Specialty Alteration" by Landlord in a written notice to Tenant delivered prior to the installation of such item. If upon Landlord's request, Tenant does not remove any said Specialty Alteration, Landlord may remove the same at Tenant's expense. Tenant will not permit any mechanics lien or liens to be placed on the Building or on any improvement during the term of this Lease and, in case of the filing of such lien, Tenant will promptly pay same, or provide Landlord with a bond or title indemnity therefor, in form, amount and substance reasonably acceptable to Landlord. If default in payment thereof shall continue for sixty (60) days after written notice thereof from Landlord to Tenant, Landlord shall have the right and privilege, at Landlord's option, of paying the same or any portion thereof without inquiry as to the validity thereof, and any amounts so paid, including expenses and interest, shall be so much Additional Rent due hereunder from Tenant to Landlord and shall be repaid to Landlord promptly on rendition of a bill therefor.

14. **Use of Premises**.

A. Tenant shall occupy and use the Premises during the term for the Permitted Use above specified and for no other purposes. Tenant shall not sell, provide, distribute or serve alcoholic beverages in, at or from the Premises. Tenant agrees not to use or permit the use of the Premises for any purpose which is illegal, or which, in Landlord's reasonable opinion, creates a nuisance or which would increase the cost of insurance coverage with respect to the Project. Landlord reserves the right to grant to anyone the exclusive right to conduct any business or render any service in the Building; such exclusive right will not operate to exclude Tenant from using the Premises for the conduct of the type and manner of business being conducted by Tenant from the Premises at the time Landlord grants such exclusive use.

B. Tenant shall not exhibit, sell or offer for sale, on the Premises or in the Building, any article or thing except those articles and things essentially connected with the Permitted Use of the Premises without the advance written consent of Landlord.

C. Tenant will not make or permit to be made any use of the Premises which, directly or indirectly, is forbidden by public law, ordinance or governmental regulation or which may be dangerous to life, limb or property, or which may invalidate or increase the premium cost of any policy of insurance carried on the Building or covering its operations.

D. Tenant shall not paint, display, inscribe, maintain or affix on any place in or about the common areas or windows of the Building any sign, placard, picture, name, notice, legend, lettering, direction, figure or advertisement, except as designated by Landlord and on the directory boards and then only such name or names and matter, and in such color, size, style, place and material, as shall first have been approved by Landlord in writing, such approval not to be unreasonably withheld or delayed.

E. Tenant shall not advertise the business, profession or activities of Tenant conducted in the Building in any manner which violates the letter or spirit of any code of ethics adopted by any recognized association or organization pertaining to such business, profession or activities, and shall not use the name of the Building for any purpose other than that of the business address of Tenant, and shall never use any picture or likeness of the Building in any circulars, notices, advertisements or correspondence without Landlord's expressed consent in writing, unless such items are used as part of Tenant's administrative or governmental functions.

F. Tenant shall not obstruct, or use for storage, or any purpose other than ingress and egress, the sidewalks, elevators, passages, courts, corridors, vestibules, halls, elevators and stairways of the Building.

G. No dog or other animal (other than for handicapped assistance) or bird shall be brought or permitted to be in the Building or any part thereof.

H. Tenant shall not make or permit any noise or odor that is objectionable to other occupants of the Building to emanate from the Premises, and shall not create or maintain a nuisance therein, and shall not disturb, solicit or canvass any occupant of the Building, and shall not do any act tending to injure the reputation of the Building

I. Tenant shall not install any piano, phonograph, or musical instrument in the Building, or any antennae, aerial wires or other equipment inside or outside the Building, without, in each and every instance, prior approval, in writing by Landlord. The use thereof shall be subject to control by Landlord to the end that others shall not be disturbed or annoyed.

J. Tenant shall not place or permit to be placed any article of any kind on the window ledges or on the exterior walls, and shall not throw or permit to be thrown or dropped any article from any window of the Building.

K. Tenant shall not undertake to regulate any thermostat other than thermostats located within the Premises and shall not waste water by tying, wedging or otherwise fastening open any faucet.

L. No additional locks or similar devices shall be attached to any door or window. No keys for any door other than those provided by Landlord shall be made. If more than four keys for one lock are desired by Tenant, Landlord may provide the same upon payment by Tenant. Upon Termination of this Lease or of Tenant's possession, Tenant shall surrender all keys of the Premises and shall make known to Landlord the explanation of all combination locks on safes, cabinets and vaults.

M. Tenant shall be responsible for the locking of doors and the closing of transoms and windows in and to the Premises.

N. If Tenant desires telegraphic, telephonic, burglar alarm or signal service, Landlord will, upon request, direct where and how connections and all wiring for such services shall be introduced and run. Without such directions, no wiring, cutting or installation of wires or cables is permitted.

O. If Tenant desires, and if Landlord permits, blinds, shades, awnings, or other form of inside or outside window covering, or window ventilators or similar devices, shall be furnished, installed and maintained at the expense of Tenant and must be of such shape, color, material and make as approved by Landlord.

P. All persons entering or leaving the Building between the hours of 6:00 p.m. and 7:00 a.m., Monday through Friday, or at any time on Saturdays, Sundays or Holidays, may be required to identify themselves to a watchman by registration or otherwise and to establish their rights to enter or leave the Building. All persons entering or leaving the Building during such times shall also be required to present Building access cards. Landlord may exclude or expel any peddler, solicitor or beggar at any time.

Q. Tenant shall not overload any floor. Landlord may direct the routing and location of safes and other heavy articles. Safes, furniture and all large articles shall be brought through the Building and into the Premises at such times and in such manner as Landlord may direct and at Tenant's sole risk and responsibility. Tenant shall list all furniture, equipment and similar articles to be removed from the Building, and the list must be approved by Landlord before Building employees will permit any article to be removed.

R. Unless Landlord gives advance written consent in each and every instance, Tenant shall not install or operate any steam or internal combustion engine, boiler, machinery, refrigerating (except a kitchen refrigerator) or heating device or air conditioning apparatus in or about the Premises, or carry on any mechanical business therein, or use the Premises for housing accommodation or lodging or sleeping purposes, or do any cooking therein except for microwave cooking, or use any illumination other than electric light, or use or permit to be brought into the Building any hazardous materials, inflammable oils or fluids such as gasoline, kerosene, naphtha and benzene, or any explosives or other articles deemed extra hazardous to life, limb or property.

S. Tenant shall not place or allow anything to be against or near the glass or partitions or doors of the Premises which may diminish the light in, or be unsightly from, halls or corridors.

T. Tenant shall not install in the Premises any equipment which uses a substantial amount of electricity without the advance written consent of Landlord, provided that Landlord's consent shall not be required for the installation by Tenant of normal types and quantities of equipment described in the definition of Permitted Use. Tenant shall ascertain from Landlord the maximum amount of electrical current which can safely be used in the Premises, taking into account the capacity of the electric wiring in the Building and the Premises and the needs of other tenants in the Building and shall not use more than such safe capacity. Landlord's consent to the installation of electric equipment shall not relieve Tenant from the obligation not to use more electricity than such safe capacity.

U. Tenant shall pay to Landlord an amount equal to any increase in premium or premiums caused by the conduct of Tenant's business at the Premises other than for Tenant's Permitted Use in accordance with this Agreement . In addition to all other liabilities for breach of any covenant of this Section 14, Tenant shall pay to Landlord all damages directly caused by such breach and shall also pay to Landlord an amount equal to any increase in insurance premium or premiums caused by such breach.

V. Tenant shall be liable and responsible for installing and maintaining any and all telephone, data, satellite transmission and computer lines in the Building serving the Premises. Such lines shall be installed in areas designated by Landlord, and Tenant shall be liable for and hereby agrees to require its contractors to indemnify and hold Landlord harmless from any liability or damage to any other telephone or computer lines or Building systems damaged or interfered with as a result of Tenant's installation or maintenance of its telephone or computer lines.

W. The violation of any covenant of this Section 14 or Section 12, in addition to any other remedies available to Landlord for default of a covenant of this Lease, may be restrained by injunction.

X. Tenant agrees to obtain certificates of insurance for all monthly contracted vendors listing Landlord as an additional insured.

15. **Repairs**. Subject to the provisions of Section 12, Tenant shall, at Tenant's own expense, keep the Premises in good order, condition and repair during the Term and in compliance with all governmental codes and regulations. If Tenant does not make repairs promptly and adequately, Landlord may, but need not, make the repairs and Tenant shall pay promptly the cost thereof.

16. **Untenantability**.

A. Tenant shall give prompt notice to Landlord in case of any fire or other damage to the Premises. If (a) the Premises shall be damaged to the extent of thirty percent (30%) or more of the cost of replacement thereof or (b) the Building shall be damaged to the extent of thirty percent (30%) or more of the cost of replacement thereof whether or not the Premises shall be damaged (each of the events described in clauses (a) and (b) being referred to hereinafter as a "Material Casualty"), then in either of such events, Landlord shall have the right and option to cancel this Lease by written notice (each a "Casualty Termination Notice") to Tenant within sixty (60) days after the date of notice of such occurrence, and thereupon this Lease shall cease and terminate with the same force and effect as though such date were the date fixed for the expiration of the Term; provided that if, after any such Material Casualty, at least 50% of the leasable area of the Premises remains tenantable and continues to be occupied by Tenant for the conduct of its business, then Tenant may elect by written notice to Landlord to continue to occupy the Premises upon all of the terms and conditions of this Lease for a period not to exceed twelve (12) months from receipt of Landlord's Casualty Termination Notice. If either party elects to terminate this Lease as provided in this Section 16, Tenant shall vacate and surrender the Premises to Landlord and, in such event, Tenant's liability for the Rent and other charges reserved hereunder, excluding indemnity obligations of Tenant, shall cease as of the date of such termination and Landlord shall make an equitable refund of any Rent or other charges paid by Tenant in advance and not earned or accrued. Tenant covenants and agrees to pay to Landlord any insurance proceeds payable to Tenant with respect to leasehold improvements under the insurance policies mentioned under Section 20, which obligation shall survive the expiration of the Term. Unless this Lease is terminated by Landlord or Tenant as aforesaid, this Lease shall remain in full force and effect and the parties waive the provision of any law to the contrary, and Landlord and Tenant agree that the Premises shall be repaired and restored with due diligence to substantially the condition thereof immediately prior to such damage or destruction. Landlord's obligation to repair and restore shall be limited to the amount of insurance proceeds received by Landlord. In no event shall Landlord be

required to replace or restore additions, improvements or alterations to the Premises made by or at the expense of Tenant (including construction work in excess of the established standards for the Building) unless Landlord shall have received the proceeds of the insurance policies mentioned under Section 20. Landlord shall have no obligation to replace or restore office furniture or equipment, trade fixtures, merchandise, samples, supplies or any other items of Tenant's property in the Building. If by reason of such fire or other casualty the Premises is rendered wholly untenantable, the Rent shall be abated, or if only partially damaged, the Rent shall be abated proportionately as to that portion of the Premises rendered untenantable; in either event, until the entire Premises has been substantially repaired and restored or until this Lease is terminated, whichever shall occur sooner.

B. If such damage renders the Premises untenantable, in whole or in part, and if in Landlord's judgment, such damage cannot reasonably be repaired and restored within one hundred eighty (180) days (plus any additional time during which Landlord may be prevented from completing the repairs for causes described in Section 33T and for insurance adjustments), either party shall have the right to cancel and terminate this Lease as of the date of such damage, by written notice to the other within sixty (60) days after Landlord gives Tenant the notice containing such estimate (it being understood that Landlord may, if it elects to do so, also give such notice of termination together with notice containing said estimate).

C. Notwithstanding anything to the contrary herein contained, if any part of the Building should be damaged or destroyed by fire or other casualty so as to render any material portion of the Premises untenantable and neither party elects to terminate this Lease as permitted in this Section 16, Landlord shall notify Tenant within sixty (60) days of the date of occurrence of any such fire or other casualty of Landlord's intent to repair and restore the Building and, if Landlord fails to timely deliver such notice or Landlord notifies Tenant of its election not to repair or restore the Building, Tenant may elect by written notice to Landlord to terminate this Lease. If Landlord elects to repair and restore the Building, but fails to either commence such restoration within ninety (90) days following the date of the occurrence of such fire or other casualty or substantially complete such restoration or repairs within twelve (12) months (without extension for any event of Force Majeure) from the date of the occurrence of such fire or other casualty, Tenant may elect by written notice to Landlord to terminate the Lease.

D. If such damage renders at least thirty percent (30%) of the rentable area of the Premises untenantable for more than five (5) consecutive business days during the last 12 months of the Term of this Lease, either Landlord or Tenant shall have the right to cancel and terminate this Lease as of the date of such damage, by written notice to the other party within thirty (30) days after the date of such damage.

E. In no event shall either party be liable to the other for loss of profits, or indirect, special or consequential damages arising out of the partial or total destruction or damage to the Premises or the Building by fire or other casualty.

17. **Eminent Domain**. If the Building, or any portion thereof which includes a substantial part of the Premises, or which prevents the operation of the Building, or which renders the Premises or any material portion of the Premises untenantable, shall be taken or condemned by any competent authority for any public use or purpose or sold in lieu thereof, the Term shall end upon, and not before, the date when the possession of the part so taken shall be acquired for such use or

purpose, and without apportionment of the condemnation award. Current Rent shall be apportioned as of the date of such termination. If any condemnation proceeding shall be instituted in which it is sought to take or damage any part of the Building, or the land under it or used in its operation, or if the grade of any street or alley adjacent to the Building is changed by any competent authority and such change of grade makes it necessary or desirable to remodel the Building to conform to the changed grade, Landlord shall have the right to cancel this Lease upon not less than ninety (90) days' notice prior to the date of cancellation designated in the notice. No money or other consideration shall be payable by Landlord to Tenant for the right of cancellation and Tenant shall have no right to share in the condemnation award or in any judgment for damages caused by the condemnation, including but not limited to any claim for the value of its leasehold interest. Nothing contained in this Section 17 shall be deemed to preclude Tenant's right to pursue any claim it may have against the condemning authority for damages or an award in the amount of relocation or other expenses or any other right afforded Tenant by the condemning authority. In the event that Landlord does not decide to terminate the Term as provided above, this Lease shall continue and Landlord will restore the Premises or Building. During the period of restoration of the Premises, Rent under this Lease shall abate on a per diem basis, such abatement to be an amount bearing the same ratio to the total amount of Rent for such period as the untenantable portion of the Premises bears to the entire Premises.

18. **Hazardous Substances.**

A. **Compliance with Laws and Regulations.** Tenant hereby represents, warrants, covenants and agrees to and with Landlord that all operations or activities upon, or any use or occupancy of the Premises, or any portion thereof, by Tenant, and any tenant, subtenant or occupant of the Premises, or any portion thereof, shall throughout the term of this Lease be in all respects in compliance with all state, federal and local laws and regulations governing or in any way relating to the generation, handling, manufacturing, treatment, storage, use, transportation, spillage, leakage, dumping, discharge or disposal (whether legal or illegal, accidental or intentional) of any hazardous or toxic substances, materials or wastes, including but not limited to those substances, materials or wastes listed in the United States Department of Transportation Table (49 CFR 172.101) or by the Environmental Protection Agency as hazardous substances (40CFRPart 302) and amendments thereto, or such substances, materials or wastes otherwise regulated under any applicable local, state or federal law ("Hazardous Substances"); and that neither Tenant nor any other tenant, subtenant or occupant of the Premises, or any portion thereof, at any time shall be engaged in or permitted any dumping, discharge, disposal, spillage or leakage (whether legal or illegal, accidental or intentional) of such Hazardous Substances at, on, in or about the Premises, or any portion thereof.

B. **PCB's Removal.** For the purpose of this section, "PCB" shall mean any oil or other substance containing polychlorinated biphenyl (as defined in 40 CFR § 761.3). Tenant hereby covenants and agrees to and with Landlord that Tenant shall, through the term of this Lease, not permit to be present upon the Premises, or any portion thereof, or contained in any transformers or other equipment thereon, any PCB's, provided that Tenant shall not be responsible or liable for any pre-existing PCB's in the Building or any part thereof as of the Commencement Date.

C. **Asbestos Removal or Containment.** Tenant hereby covenants and agrees to and with Landlord that Tenant shall, through the term of this Lease, not permit to be present upon the Premises, or any portion thereof, any asbestos, or any structures, fixtures, equipment or other objects or materials containing asbestos, provided that Tenant shall not be

responsible liable for any pre-existing asbestos materials in the Building or any part thereof as of the Commencement Date.

D. **Indemnification; Remedial Work.**

(i) Tenant agrees to indemnify, protect, defend (with counsel reasonably approved by Landlord) and hold Landlord, and the directors, officers, shareholders, employees and agents of Landlord, harmless from any claims (including without limitation third party claims for personal injury or real or personal property damage), actions, administrative proceedings (including informal proceedings), judgments, actual damages, penalties, fines, costs, liabilities (including sums paid in settlement of claims), interest or losses, including reasonable attorneys' and paralegals' fees and expenses (including any such fees and expenses incurred in enforcing this Lease or collecting any sums due hereunder), consultant fees, and expert fees, together with all other costs and expenses of any kind or nature (collectively, the "Costs") that arise directly or indirectly from or in connection with the placement or release by Tenant, its officers, agents, contractors, employees, subtenants or assigns, of any Hazardous Substance in or into the air, soil, surface water, groundwater or soil vapor at, on, about, under or within the Building, or any portion thereof. In the event Landlord shall suffer or incur any such Costs, Tenant shall pay to Landlord the total of all such Costs suffered or incurred by Landlord within sixty (60) days following written demand therefor by Landlord. Without limiting the generality of the foregoing, the indemnification provided by this Section 18D(i) shall specifically cover Costs, including capital, operating and maintenance costs, incurred in connection with any investigation or monitoring of site conditions, any clean-up, containment, remedial, removal or restoration work required or performed by any federal, state or local governmental agency or political subdivision or performed by any non-governmental entity or person because of the placement or release by Tenant of any Hazardous Substance in or into the air, soil, groundwater, surface water or soil vapor at, on, about, under or within the Building (or any portion thereof), and claims of third parties for loss or damage due to such Hazardous Substance.

(ii) In the event any investigation or monitoring or site conditions of any clean-up, containment, restoration, removal or other remedial work (collectively the "Remedial Work") is required by any applicable federal, state or local law or regulation, by any judicial order, or by any governmental entity, or in order to comply with any agreements because of, or in connection with, any occurrence or event described in Section 18D(i) above, Tenant shall perform or cause to be performed the Remedial Work in compliance with such law, regulation, order or agreement; provided, that Tenant may withhold such compliance pursuant to a good faith dispute regarding the application, interpretation or validity of the law, regulation, order or agreement. All Remedial Work shall be performed by one or more contractors, selected by Tenant and approved in advance in writing by Landlord, and under the supervision of a consulting engineer, selected by Tenant and approved in advance in writing by Landlord. All costs and expenses of such Remedial Work shall be paid by Tenant, including without limitation, the charges of such contractor(s) and/or the consulting engineer, and Landlord's reasonable attorneys' and paralegals' fees and costs incurred in connection with monitoring or review of such Remedial Work. In the event Tenant shall fail to timely commence, or cause to be commenced, or fail to diligently prosecute to

completion, such Remedial Work, Landlord may, but shall not be required to, cause such Remedial Work to be performed, and all costs and expenses thereof, or incurred in connection therewith, shall be Costs within the meaning of Section 18D(i) above. All such Costs shall be due and payable within sixty (60) days following written demand therefor by Landlord.

E. **Survival**. Each of the covenants, agreements, obligations, representations and warranties of Tenant set forth in this Section 18 shall survive the expiration or earlier termination of this Lease.

F. **Landlord Environmental Obligation**. In the event Landlord, or anyone claiming by, through or under Landlord conducts any activity in the Building involving a Hazardous Substance that affects the Premises or Tenant's use thereof, Landlord agrees: (i) to conduct such activity or to cause such activity to be conducted in accordance with all environmental laws and regulations; (ii) if such activity was conducted by Landlord, Landlord agrees to perform all Remedial Work required. Landlord agrees to indemnify, protect, defend (with counsel reasonably approved by Tenant) and hold Tenant, and the directors, officers, employees and agents of Tenant, harmless from any claims (including without limitation third party claims for personal injury or real or personal property damage), actions, administrative proceedings (including informal proceedings), judgments, actual damages, penalties, fines, costs, liabilities (including sums paid in settlement of claims), interest or losses, including reasonable attorneys' and paralegals' fees and expenses (including any such fees and expenses incurred in enforcing this Lease or collecting any sums due hereunder), consultant fees, and expert fees, together with all other costs and expenses of any kind or nature (collectively, the "Tenant Environmental Costs") that arise directly or indirectly from or in connection with the presence in the Building or the land upon which the Building is situated as of the Commencement Date or the release by Landlord, its officers, agents, contractors or employees, of any Hazardous Substance in or into the air, soil, surface water, groundwater or soil vapor at, on, about, under or within the Building, or any portion thereof. In the event Tenant shall suffer or incur any such Tenant Environmental Costs, Landlord shall pay to Tenant the total of all such Tenant Environmental Costs suffered or incurred by Tenant within sixty (60) days following written demand therefor by Tenant.

19. **Landlord's Remedies**. All rights and remedies of Landlord herein enumerated shall be cumulative, and none shall exclude any other right or remedy allowed by law.

A. If a petition in a bankruptcy or insolvency, or for the reorganization, or for the appointment of a receiver or trustee of all or a portion of the property of Tenant shall be filed against Tenant in any court, pursuant to any statute, either of the United States or of any State, and if, within ninety (90) days thereafter, Tenant fails to secure a discharge thereof, or if Tenant shall voluntarily file any such petition or make an assignment for the benefit of creditors or petition for or enter into an arrangement, or if this Lease is taken under writ of execution (herein called "Act of Bankruptcy"), then Tenant shall be deemed in breach and default of this Lease and Landlord, in its discretion and at its election, may, to the extent permitted by law, elect to cancel and terminate this Lease. Upon the cancellation and termination of this Lease pursuant to the provisions of this Section 19(A), Landlord, in addition to all the remedies provided by law, shall be entitled to the remedies provided in this Section 19. If this Lease is assumed or assigned by a trustee pursuant to the provisions of the Bankruptcy Reform Act of 1978

("Bankruptcy Act") (11 U.S.C. Section 101 et. seq.), then the trustee shall cure any default under this Lease and shall provide such adequate assurances of future performance of this Lease as are required by the Bankruptcy Act (including, but not limited to, the requirements of Section 365(b)(1)). If the trustee does not cure such defaults and provide such adequate assurances under the Bankruptcy Act, then this Lease shall be deemed rejected and Landlord shall have the right to immediate possession of the Premises and shall be entitled to all remedies provided by the Bankruptcy Act for damages for breach and/or termination of this Lease.

B. If (1) Tenant defaults in the payment of Rent or any other sums as the same shall become due in accordance with Section 33(G) of this Agreement, and said default is not cured within thirty (30) days after written notice; (2) the leasehold interest of Tenant be levied upon under execution or be attached by law; (3) Tenant suffers or commits an Act of Bankruptcy; (4) a receiver be appointed for any property of Tenant; (5) Tenant fails to observe or perform any of the covenants in respect of assignment and subletting set forth in Section 11; (6)Tenant vacates or abandons the Premises or fails to take possession of the Premises when available for occupancy; or (7) Tenant defaults in the prompt and full performance of any other provision of this Lease, and Tenant does not cure the default under this sub-section (7) within thirty (30) days (forthwith if the default involves a hazardous or emergency condition) after written demand by Landlord that the default be cured (unless the default involves a hazardous or emergency condition, which shall be cured forthwith upon Landlord's demand); provided however, said thirty (30) day period shall be extended for such time but not to exceed one hundred twenty (120) days in the aggregate as Tenant is diligently and continuously pursuing the cure thereof; then and in any such event, Landlord may, if Landlord so elects but not otherwise, and with or without notice of such election and with or without any demand whatsoever, forthwith terminate this Lease or Tenant's right to possession of the Premises. In addition to the foregoing and any other remedy it may have, in the event of a default pursuant to subsection (7) above, Landlord may perform any act or contract for the performing thereof and incur any expense reasonably related thereto, and thereafter Tenant shall pay same to Landlord no later than the date the next installment of Rent is due.

C. Upon any termination of this Lease, whether by lapse of time or otherwise, or upon any termination of Tenant's right to possession without termination of this Lease, Tenant shall surrender possession and vacate the Premises immediately, and deliver possession thereof to Landlord. Tenant hereby grants to Landlord full and free license to enter into and upon the Premises in the event of such termination, with or without process of law, and to take possession of the Premises. Landlord may expel or remove Tenant and any others who may be occupying the Premises. Landlord may remove any and all property from the Premises, using such force as may be necessary, without being deemed in any manner guilty of trespass, eviction or forcible entry or detainer. The exercise by Landlord of any of the remedies reserved under this sub-section 19(C) shall not constitute a waiver or election by Landlord with respect to Landlord's rights to Rent or any other right given to Landlord elsewhere in this Lease or by operation of law.

D. If Tenant abandons the Premises or otherwise entitles Landlord so to elect, and Landlord elects to terminate Tenant's right to possession only, without terminating this Lease, Landlord may, at Landlord's option, enter into the Premises, remove Tenant's signs or other evidence of tenancy, and take and hold possession thereof as in subsection (C) of this Section 19 provided, without such entry and possession terminating this Lease or releasing Tenant, in whole or in part, from Tenant's obligation to pay the Rent and other

charges due hereunder for the full Term. Upon and after entry into possession without termination of this Lease, Landlord shall use commercially reasonable efforts to relet the Premises or any part thereof for the account of Tenant to any person, firm or corporation other than Tenant for such rent, for such time and upon such terms as Landlord, in Landlord's reasonable discretion, shall determine, and Landlord shall not be required to accept any tenant offered by Tenant or to observe any instructions given by Tenant about such re-letting; provided however, Landlord shall use commercially reasonable efforts to mitigate damages. In any case, Landlord may make repairs, alterations, decorations and additions in or to the Premises, and redecorate the same to the extent deemed by Landlord necessary or desirable, and Tenant shall, within sixty (60) days following written demand, pay the cost thereof, together with Landlord's expenses of the re-letting, including but not limited to leasing commissions. If the consideration collected by Landlord upon any such re-letting for Tenant's account is not sufficient to pay monthly the full amount of the Rent and other charges reserved in this Lease, together with the costs of repairs, alterations, additions, redecorating and Landlord's expenses, Tenant shall pay to Landlord the amount of each monthly deficiency within sixty (60) days following Landlord's written demand; and if the consideration so collected from any such re-letting is more than sufficient to pay the full amount of the Rent reserved herein, together with the costs and expenses of Landlord, Landlord shall retain same and Tenant shall have no right, title or interest in or to such excess or residue and any such excess or residue shall belong to Landlord.

E. Any and all property which may be removed from the Premises by Landlord pursuant to the authority of this Lease or of law, to which Tenant is or may be entitled, may be handled, removed or stored by Landlord at the risk, cost and expense of Tenant, and Landlord shall in no event be responsible for the value, preservation or safekeeping thereof. Tenant shall pay to Landlord, within sixty (60) days following Landlord's written demand, any and all expenses incurred in such removal and all storage charges against such property so long as the same shall be in Landlord's possession or under Landlord's control. Any such property of Tenant not removed from the Premises, not otherwise transferred to Landlord hereunder, or retaken from storage by Tenant within thirty (30) days after the end of Tenant's right to possession of the Premises, however terminated, shall be presumed to have been conveyed by Tenant to Landlord under this Lease as a bill of sale without further payment or credit by Landlord to Tenant.

F. No re-entry or repossession, repairs, alterations and additions, or re-letting by Landlord shall be construed as an eviction or ouster of the Tenant or as an election on Landlord's part to terminate this Lease, unless a written notice of such intention is given to Tenant, or shall operate to release the Tenant in whole or in part from any of the Tenant's obligations hereunder. Landlord may, at any time and from time to time, sue and recover judgment for any deficiencies from time to time remaining after the application from time to time of the proceeds of any such re-letting.

G. In the event of the termination of the Lease by Landlord as provided for by this Section 19, Landlord shall be entitled to recover from Tenant all the fixed dollar amounts of Rent accrued and unpaid for the period up to and including such termination date, as well as all other additional sums payable by the Tenant, or for which Tenant is liable or in respect of which Tenant has agreed to indemnify Landlord under any of the provisions of this Lease, which may be owing and unpaid as of the termination date. In addition, Landlord shall be entitled to recover as damages for loss of the bargain and not as a penalty (a) the unamortized portion of the Construction Allowance (as described in

Rider B) as well as any other construction allowance granted by Landlord in connection with Tenant's lease of additional space in the Building; (b) the discounted present value of the aggregate sum at the time of such termination of all unpaid Base Rent and Additional Rent owing hereunder for the duration of the term of this Lease (including the aggregate value of any unearned Phase 1 Rent Credit or Phase 2 Rent Credit issued to Tenant in this Lease to the extent same has been realized by Tenant at the time of such termination), all of which shall be discounted to present value at the rate equal to the then issued treasury bill having a maturity approximately equal to what would have been the remaining Term had such early termination not occurred, due and payable as of the date of such termination and subject to late payment interest as set forth; and (c) any actual out of pocket expense in addition thereto, including reasonable attorneys' fees and court costs, which Landlord shall have sustained by reason of the breach of any of the covenants of this Lease other than for the payment of Rent. For purposes of this subsection, unearned Phase 1 Rent Credit shall be determined as (a) the aggregate of all Phase 1 Rent Credit actually used by Tenant (the "Phase 1 Aggregate Rent Credit"), minus (b) the product of the Phase 1 Aggregate Rent Credit, multiplied by a fraction, the numerator of which is the number of calendar months in the initial Term for which Tenant has paid Rent and the denominator of which is the number of months in the initial Term of this Lease. For purposes of this subsection, unearned Phase 2 Rent Credit shall be determined as (a) the aggregate of all Phase 2 Rent Credit actually used by Tenant (the "Phase 2 Aggregate Rent Credit"), minus (b) the product of the Phase 2 Aggregate Rent Credit, multiplied by a fraction, the numerator of which is the number of calendar months from the Phase 2 Commencement Date to the date of termination of this Lease and the denominator of which is the number of months from the Phase 2 Commencement Date through the initial Term of this Lease.

H. Tenant shall pay within sixty (60) days following Landlord's written demand all Landlord's reasonable costs, charges and expenses, including the fees of counsel, agents and others retained by Landlord, incurred in enforcing Tenant's obligations hereunder.

20. **Surrender of Possession.**

A. On or before the date this Lease and the Term hereby created terminates, or on or before the date Tenant's right of possession terminates, whichever is earlier, whether by lapse of time or at the option of Landlord, Tenant shall:

(1) Remove any Specialty Alterations designated by Landlord pursuant to Section 13 and restore the affected areas of the Building;

(2) remove those non-standard alterations, improvements or additions not approved by Landlord and installed during Tenant's occupancy, whether installed by Landlord or Tenant, or acquired by Tenant from former tenants, which Landlord may request Tenant to remove;

(3) remove from the Premises and the Building all of Tenant's movable office furniture, trade fixtures, and other movable personal property;

(4) surrender possession of the Premises to Landlord in a clean condition free of all rubbish and debris; and

(5) surrender all keys of the Premises to Landlord and make known to Landlord the combination of all locks on the Premises.

B. Notwithstanding the foregoing, other than Specialty Alterations designated by Landlord pursuant to Section 13, Tenant shall have no obligation to remove any tenant improvements or alterations to the Premises that have been approved by Landlord prior to surrendering the Premises upon the expiration or sooner termination of this Lease. If Tenant shall fail or refuse to restore the Premises to the above described condition on or before the above specified date, and in addition to any other rights and remedies Landlord may have, Landlord may enter into and upon the Premises and put the Premises in such condition and recover from Tenant Landlord's cost of so doing. Without limiting the generality of the foregoing, Tenant agrees to pay Landlord, within sixty (60) days following Landlord's written demand, the cost of restoring the walls, ceilings and floors of the Premises to the same condition that existed as of the date of the commencement of any alterations, improvements or additions made by or for Tenant's occupancy (or a prior tenant's occupancy if such alterations, improvements or additions were acquired by Tenant from a former tenant) of the Premises, ordinary wear and tear or damage by fire or other insured casualty excepted. If Tenant shall fail or refuse to comply with Tenant's duty to remove all personal property from the Premises and the Building on or before the thirtieth (30th) day following the above specified date, the parties hereto agree and stipulate that Landlord may enter into and upon the Premises and may, at its election:

(1) treat such failure or refusal as an offer by Tenant to transfer title to such personal property to Landlord, in which event title thereto shall thereupon pass under this Lease as a bill of sale to and vest in Landlord absolutely without any cost either by set-off, credit allowance or otherwise, and Landlord may retain, remove, sell, donate, destroy, store, discard or otherwise dispose of all or any part of said personal property in any manner that Landlord shall choose;

(2) treat such failure or refusal as conclusive evidence, on which Landlord or any third party shall be entitled absolutely to rely and act, that Tenant has forever abandoned such personal property, and without accepting title thereto, Landlord may, at Tenant's expense, remove, store, destroy, discard or otherwise dispose of all or any part thereof in any manner that Landlord shall choose without incurring liability to Tenant or to any other person. In no event shall Landlord ever become or accept or be charged with the duties of a bailee (either voluntary or involuntary) of any personal property, and the failure of Tenant to remove all personal property from the Premises and the Building shall forever bar Tenant from bringing any action or from asserting any liability against Landlord with respect to any such property which Tenant fails to remove. If Tenant shall fail or refuse to surrender possession of the Premises to Landlord in accordance with applicable law on or before the above specified date, Landlord may forthwith re-enter the Premises and repossess itself thereof as of its former estate and remove all persons and effects therefrom, using such force as may be necessary, without being guilty of any manner of trespass or forcible entry or detainer.

21. **Insurance.**

A. **Waiver of Subrogation**. Landlord and Tenant hereby waive any rights each may have against the other on account of any loss or damage occasioned by Landlord or Tenant, as the case may be, their respective property, the Premises, or its contents or to other

portions of the Building, arising from any risk actually covered by fire, extended coverage and special perils insurance policies required hereunder (or, with respect to a party that has self-insured, would have been covered if the required insurance had been purchased from an insurance company). The parties each, on behalf of their respective insurance companies insuring the property of either Landlord or Tenant against such loss, waive any right of subrogation that such companies may have against Landlord or Tenant, as the case may be. Landlord and Tenant covenant with each other that they will each obtain for the benefit of the other a waiver of any right of subrogation from their respective insurance companies.

B. **Tenant's Insurance**. Tenant shall procure (or otherwise secure) and maintain at all times during the Term, at Tenant's own expense, the insurance coverages and requirements specified below, insuring the Premises and all operations related to this Lease:

(i) Worker's Compensation and Employer's Liability. Worker's Compensation as prescribed by applicable law, covering all employees who are to provide a service at the Premises, and Employer's Liability Insurance with limits of not less than $500,000 per accident, illness, or disease.

(ii) Commercial General Liability (Primary and Umbrella). Commercial General Liability Insurance or equivalent, with limits of not less than $2,000,000 per occurrence, for bodily injury, personal injury, and property damage liability.

(iii) Automobile Liability Insurance (Primary and Umbrella). When any motor vehicles (owned, non-owned, and hired) are used in connection with the Premises, Tenant shall provide and maintain Automobile Liability Insurance with limits of not less than $2,000,000 per occurrence for bodily injury and property damage.

(iv) All Risk Property. All Risk Property Insurance coverage shall be maintained by Tenant for full replacement value to protect against loss of, damage to, or destruction of the Premises, including any tenant improvements installed at Tenant's own expense.

Tenant shall be responsible for all loss of or damage to personal property (including, but not limited to, materials, equipment, tools, and supplies) owned, rented, or used by Tenant in the Premises and any Business Interruption loss.

(v) Self-Insurance. Tenant has elected to self-insure to meet the above requirements and Tenant will provide a self-insurance letter. Tenant shall notify Landlord in writing if Tenant procures insurance policies to meet any of the insurance requirements in this Section 11.B., and shall cause Landlord to be named on all such policies as an additional insured on a primary, non-contributory basis.

(vi) Alterations; Moving. Tenant will cause its contractors and subcontractors to provide to Landlord, before performing work in the Premises, certificates of insurance evidencing workers compensation and employers liability, auto liability with limits not less than $1,000,000 each accident and commercial general liability insurance in the amount of not less than $1,000,000. All liability insurance (except employers liability) must name Landlord as an additional insured. Before

allowing Tenant's contractors, subcontractors or movers to enter the Building, Landlord may require that they provide evidence of the foregoing insurance.

(vii) Certificates of insurance, reasonably acceptable to Landlord, evidencing the existence and amount of each liability insurance policy required hereunder and Evidence of Property Insurance Form, Acord 28, evidencing property insurance as required, will be delivered to Landlord prior to delivery or possession of the Premises and prior to each renewal date. Liability policies (except employer's liability) will each include an endorsement naming the Required Additional Insureds such additional insured status. Further, the certificates must indicate that insurers will provide at least 30 days' prior notice to Landlord and Landlord's managing agent prior to any cancellation of coverage.

If Tenant fails to provide evidence of insurance required to be provided by Tenant hereunder, prior to commencement of the term and thereafter during the term, within 10 days following Landlord's request thereof, and 10 days prior to the expiration date of any such coverage, Landlord will be authorized (but not required) to procure such coverage in the amount stated with all costs thereof to be chargeable to Tenant and payable upon written invoice thereof.

The limits of insurance required by this lease, or as carried by Tenant, will not limit the liability of Tenant or relieve Tenant of any obligation thereunder. Any deductibles selected by Tenant will be the sole responsibility of Tenant.

C. **Landlord's Insurance**.

Landlord shall procure and maintain, or cause to be procured and maintained, at all times during the Term, the insurance coverages and requirements specified below, insuring all operations related to the Building. Premiums paid for insurance under this Section 21.C. will be included in Operating Expenses. The kind and amounts of insurance required are as follows:

(i) Worker's Compensation and Employer's Liability. Workers Compensation as prescribed by applicable law, covering all employees who are to provide a service under the building management, and Employer's Liability Insurance with limits of not less than $500,000 each accident, illness or disease.

(ii) Commercial General Liability (Primary and Umbrella). Commercial General Liability Insurance or equivalent, with limits of not less than $5,000,000 per occurrence, for bodily injury, personal injury, and property damage liability. Coverage shall include the following: All premises and operations, products/completed operations, defense, separation of insureds, and contractual liability (not to include Endorsement CG 21 39 or equivalent). Tenant shall be named as an additional insured under the policy, subject to the terms of Section 9.

(iii) Automobile Liability Insurance (Primary and Umbrella). When any motor vehicles (owned, non-owned and hired) are used in connection with the Building, Landlord shall provide and maintain, or cause to be provided and maintained, Automobile Liability Insurance with limits of not less than $1,000,000 per occurrence for bodily injury and property damage. Tenant shall be named as an additional insured under the policy.

(iv) All Risk Property. All Risk Property Insurance coverage shall be maintained by Landlord for full replacement value to protect against loss of, damage to or destruction of Building or the Premises.

Landlord shall be responsible for all loss or damage personal property (including, but not limited to materials, equipment, tools and supplies), owned, rented or used by Landlord.

Other Terms of Insurance. Landlord will furnish Tenant at the City of Chicago, Department of Fleet and Facility Management, Office of Real Estate Management, 30 North LaSalle Street, Suite 300, Chicago, Illinois 60602, original Certificates of Insurance evidencing the required coverage to be in force on the date of this Lease, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the Term. Landlord shall submit evidence of insurance prior to execution of Lease. The receipt of any certificate does not constitute agreement by Tenant that the insurance requirements in this Lease have been fully met or that the insurance policies indicated on the certificate are in compliance with all requirements in the Lease. The failure of Tenant to obtain certificates or other insurance evidence from Landlord shall not be deemed to be a waiver by Tenant and Landlord shall advise all insurers of the Lease provisions regarding insurance. Non-conforming insurance shall not relieve Landlord of the obligation to provide insurance as specified herein. The Evidence of Property Insurance Form will name Landlord as loss payee for property insurance as respects Landlord's interest in improvements and betterments

Any and all deductibles or self-insured retentions on referenced insurance coverages shall be borne by Landlord or, if not in excess of $10,000.00, included in Operating Expenses.

Landlord expressly understands and agrees that any coverages and limits furnished by Landlord shall in no way limit Landlord's liabilities and responsibilities specified in this Lease or by law.

The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Lease or any limitation placed on the indemnity in this Lease given as a matter of law.

If Landlord is a joint venture or limited liability company, the insurance policies shall name the joint venture or limited liability company as a named insured.

22. **Subordination of Lease**. The rights of Tenant under this Lease shall be and are automatically subject and subordinate at all times to the lien of any mortgage, mortgages, ground or underlying lease, trust deed, trust deeds, or long-term leases in the form of a mortgage (each a "Security Instrument"), now or hereafter in force against the Building or the underlying leasehold estate, if any, and to all advances made or hereafter to be made upon the security thereof, and Tenant shall execute such further instruments subordinating this Lease to the lien or liens of any such mortgage, mortgages, ground or underlying lease, trust deed, trust deeds, or long-term leases in the form of a mortgage, as shall be required by Landlord, provided Landlord shall cause any such lender holding any such Security Instrument to execute and deliver to Tenant a subordination, non-disturbance and attornment agreement, which, among other things, provides that so long as Tenant is not in default (beyond any applicable notice and cure period) under this Lease, Tenant may remain in possession of the Premises under the terms and conditions of this Lease notwithstanding the foreclosure of any mortgage or trust deed or termination of any ground lease. Tenant further agrees to comply with any notices received from the holder of any mortgage,

mortgages, ground or underlying lease, trust deed, trust deeds, or long-term leases in the form of a mortgage with respect to the payment of Rent to such party (each such party, a "Lender") and Landlord waives any and all claims against Tenant for any loss, cost, liability or expense arising due to Tenant's compliance with any such notices. NOTWITHSTANDING ANYTHING CONTAINED IN THIS SECTION 22, BEFORE TENANT MAKES ANY PAYMENT TO ANY LENDER, TENANT'S STANDARD MUNICIPAL PROCEDURES MAY REQUIRE THAT LENDER SUBMIT APPLICABLE DISCLOSURE FORMS AS REASONABLY REQUIRED FROM MUNICIPAL VENDORS. ANY CHANGE IN PAYEE (E.G., FROM LANDLORD TO LENDER) MAY RESULT IN A DELAY OF PAYMENTS OF AT LEAST ONE (1) MONTH. ANY INITIAL PAYMENT TO A LENDER THAT IS DELAYED BY NOT MORE THAN THREE (3) MONTHS SHALL NOT BE SUBJECT TO A LATE CHARGE. LANDLORD SHALL ADVISE ALL LENDERS OF THE PROVISIONS OF THIS SECTION 22.

In the event of any proceedings brought for the foreclosure of, or in the event of exercise of the power of sale under, or taking by deed in lieu of foreclosure of, any mortgage, deed of trust or related instrument made by Landlord covering the Premises, the party acquiring title to the Building shall not be liable for (a) any security deposit except to the extent delivered to such party, (b) any rent paid more than one month in advance, (c) any material amendment or modification to this Lease which has not been consented to in writing by such party, and (d) any claims or offsets against Landlord which have accrued prior to such party acquiring title to the Building.

If any lender or ground lessor that intends to acquire an interest in, or holds a mortgage, ground lease or deed of trust encumbering any portion of the Property should require either the execution by Tenant of an agreement requiring Tenant to send such lender written notice ("Tenant's Default Notice") of any default by Landlord under this Lease, giving such lender the right to cure such default (a) within the time period provided to Landlord in this Lease for completing such cure or, (b) if such cure cannot by its nature be cured until such lender has completed foreclosure, and provided such lender has commenced foreclosure proceedings within sixty (60) days following the receipt of Tenant's Default Notice, such additional cure period ("Mortgagee's Extended Cure Period") not to exceed one hundred twenty (120) days in the aggregate from the date of lender's commencement of such foreclosure proceedings, and preventing Tenant from terminating this Lease (to the extent such termination right would otherwise be available) unless such default remains uncured beyond the applicable cure period specified in clause (a) and (b) above, then Tenant agrees that it shall, within ten (10) days after Landlord's request, execute and deliver such agreement. Tenant acknowledges and agrees to be bound by the provisions of this paragraph, even if it fails to timely execute any such agreement required by such lender or ground lessor and any such lender or ground lessor may be entitled to rely upon the benefits of this paragraph as a third party beneficiary or otherwise.

23. **Sale of Building by Landlord**. Any sale or exchange by Landlord of its interest in the Building shall be subject to this Lease and the rights and obligations of Tenant hereunder; and Tenant shall attorn to Landlord's grantee or transferee. Upon any such sale or exchange and the assignment by Landlord of this Lease, Landlord shall be and is hereby entirely freed and relieved of all liability under any and all of its covenants and obligations contained in or derived from this Lease arising out of any act, occurrence or omission relating to the Building or this Lease occurring after the consummation of such sale or exchange and assignment. The term "Landlord" as used in this Lease means only the owner or owners at the time being of the Building of which the Premises form a part, so that in the event of any sale or sales of the Building, the Landlord named herein will be entirely freed and relieved of all covenants and obligations of Landlord arising from and after the consummation of such sale or exchange and assignment; provided however, that any and

all sales of the Building shall be made expressly subject to this Lease and the rights of Tenant. If any security deposit has been made by Tenant, Landlord shall transfer same or any balance of the security deposit if applied to cure a Tenant default to the purchaser of the Building. and thereafter, Landlord shall be discharged of any further liability with respect to the security deposit.

24. **Estoppel Certificate**. Each party shall, upon execution of this Lease and from time to time, but not more than once a Calendar Year, upon not less than ten (10) days prior written request by the other party, deliver to such other party a statement in writing per the attached rider labeled Form Estoppel certifying:

A. That this Lease is unmodified and in full force and effect or, if there have been modifications, that this Lease as modified is in full force and effect;

B. The dates to which Rent and other charges have been paid;

C. That such party is not in default under any provision of this Lease or, if in default, a detailed description thereof; and

D. Any other matter reasonably requested.

25. **Notices**. All notices, waivers, demands, requests or other communications required or permitted hereunder shall, unless otherwise expressly provided, be in writing and be deemed to have been properly given, served and received (i) if delivered personally or by messenger, when delivered; (ii) if mailed, on the third (3rd) business day after deposit in the United States mail, certified or registered, postage prepaid, return receipt requested; or (iii) if delivered by reputable overnight express courier, freight prepaid, the next business day after delivery to such courier; in every case addressed to the party to be notified as follows:

If to Landlord:	The Hearn Company Office of the Building 875 North Michigan Avenue Chicago, Illinois 60611 RE: 2 North LaSalle Street, Attn: Blake Hillemeyer, Executive Vice President
If to Tenant:	City of Chicago Department of Fleet and Facility Management Bureau of Asset Management 30 N. LaSalle Street, Room 300 Chicago, Illinois 60602 Attn: Commissioner
With a copy to	City of Chicago Department of Law 121 N. LaSalle Street, Room 600 Chicago, Illinois 60602 Attn: Real Estate and Land Use Division

Either party hereto may change the names and addresses of the designee to whom notice shall be sent by giving written notice of such change to the other party hereto in the same manner as all other notices are required to be delivered hereunder.

26. **Brokers**. Each party represents and warrants to the other that neither such party nor its officers or agents nor anyone acting on such party's behalf has dealt with any real estate broker other than Broker identified in the Lease Schedule to whom any commissions due, including any compensation due Broker pursuant to Tenant's contract with Broker, shall be paid by Landlord. Any party (the "Defaulting Party") that defaults with respect to the representation and warranty contained in the preceding sentence agrees to indemnify, defend and hold harmless the other party from the claim or claims of a broker or brokers (other than Broker) claiming by, or through the Defaulting Party, to have interested Tenant in the Building or the Premises or claiming to have caused Tenant to enter into this Lease.

27. **Intentionally Deleted**.

28. **Intentionally Deleted**.

29. **Limitation on Landlord's Liability and Indemnification**.

A. It is expressly understood and agreed by Tenant that none of Landlord's covenants, undertakings or agreements are made or intended as personal covenants, undertakings or agreements by Landlord, its agents, or Agent for Landlord, and any liability for damage or breach or non-performance by Landlord shall be collectible only out of Landlord's interest in the Building and no personal liability is assumed by, nor at any time may be asserted against, Landlord, its agent, or Agent for Landlord, or any of its or their officers, agents, employees, legal representatives, successors or assigns, all such liability, if any, being expressly waived and released by Tenant; provided, however, the limitation of liability set forth in this Section 29 shall not apply to Landlord (but shall in all instances continue to apply to Agent and Landlord's and Agent's officers, agents, employees, legal representatives, successors and assigns), if the outstanding principal plus interest on any mortgages or other liens recorded against the Building are equal to or in excess of ninety percent (90%) of the then-current fair market value of Building and the real property on which it is sited.

B. Landlord shall indemnify and hold Tenant harmless against all liabilities, judgment costs, damages, and out of pocket expenses incurred by Tenant by reason of Landlord's negligent performance of or failure to perform any of its obligations under this Lease. Landlord's duty to indemnify and hold Tenant harmless is not subject to the limitation of liability set forth in Section 29.A. above or limited by the insurance requirements set forth in Section 21.C (but shall in all instances continue to apply to Agent and Landlord's and Agent's officers, agents, employees, legal representatives, successors and assigns). This Section 29.B. shall survive the expiration or termination of this Lease.

30. **Limitation on Damages**. To the fullest extent permitted by applicable law, each party agrees not to assert, and hereby waives, in any legal action or other proceeding, any claim against the other party, on any theory of liability, for special, indirect, consequential, special, exemplary or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Lease or the transactions contemplated hereby.

31. **Intentionally Deleted**.

32. **Signage**. Landlord will provide and install all signage at the entrance to the Premises. Such initial suite entry sign at the main entrance to the Premises will be at Landlord's expense, but any changes thereto and any subsequent or additional signage will be at Tenant's expense. All such signage will be in the standard graphics for the Building and no others may be used or permitted on the Premises without Landlord's prior written consent. So long as Landlord maintains an electronic directory in the lobby of the Building, Landlord will, during the Term, input Tenant's name and suite number, and a reasonable number of additional lines for Tenant's officers, principals or professionals, on such Building directory. Changes or additions to such Building directory data requested by Tenant will be subject to Landlord's standard and reasonable charges.

33. **Miscellaneous.**

A. No receipt of money by Landlord from Tenant after the termination of this Lease or after the service of any notice or after the commencement of any suit, or after final judgment for possession of the Premises shall renew, reinstate, continue or extend the Term or affect any such notice, demand or suit.

B. No waiver of any default of Tenant hereunder shall be implied from any omission by Landlord to take any action on account of such default if such default persists or be repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. The invalidity or unenforceability of any provision hereof shall not affect or impair any other provision. In the event any party's consent is requested hereunder, same shall not be unreasonably withheld or delayed.

C. The words "Landlord" and "Tenant", wherever used in this Lease, shall be construed to mean "Landlords" or "Tenants" in all cases where there is more than one lessor or lessee, and the necessary grammatical changes required to make the provisions hereof apply either to corporation or individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

D. Each provision hereof shall extend to and shall, as the case may require, bind and inure to the benefit of Landlord and Tenant and their respective heirs, legal representatives and successors, and assigns in the event this Lease has been assigned with the consent of Landlord as herein provided.

E. The headings of sections are for convenience only and do not limit or construe the contents of the sections.

F. Submission of this instrument for examination does not constitute a reservation of or option for the Premises. The instrument becomes effective as a lease upon execution and delivery by both Landlord and Tenant.

G. Monthly Base Rent and Additional Rent owed by Tenant shall be due and payable on or before the first (1st) day of each calendar month during the Term, but Tenant shall not be in default with respect to any such monthly Base Rent and Additional Rent unless such payment is not made within thirty (30) days of the first (1st) day of the calendar month that such payment becomes due. All amounts (other than Base Rent and Additional Rent) owed by Tenant shall be paid within thirty (30) days from the date a statement of account therefor is rendered. Notwithstanding the foregoing, the parties acknowledge that Tenant's ability to timely pay Rent for the months of January and

February in each calendar year is subject to the processing and approval of Tenant's annual budget and agree that Tenant shall be deemed in compliance with this paragraph G and not in default under this Lease so long as Rent for January and February of each calendar year is paid on or before March 1 of such calendar year.

H. Provisions typed on the face of this Lease and initialed by Landlord and Tenant, and all Riders attached to this Lease, are hereby made a part of this Lease as though inserted at length in this Lease.

I. In the event Landlord is unable to deliver possession of Phase 1 on or before the initial Phase 1 Delivery Date (subject to delayed delivery of Suites 600 and 630 as described in Section 5.C) as provided in Section 5.C by reason of the holding over or retention of possession by any tenant or occupant or for any other reason not attributable to Tenant, the initial Phase 1 Delivery Date shall automatically be extended to the date Landlord delivers Phase 1 to Tenant, with a corresponding extension of the Commencement Date. In the event Landlord is unable to deliver possession of Phase 1 by the date that is sixty (60) days after the initial Phase 1 Delivery Date (the "Phase 1 Penalty Date") by reason of the holding over or retention of possession by any tenant or occupant or for any other reason not attributable to Tenant, then Base Rent and Additional Rent first accruing under this Lease for Phase 1 shall abate for a number of days equal to twice the number of days in the period commencing on the Phase 1 Penalty Date and ending on the date immediately preceding the day Landlord delivers possession of Phase 1. In the event Landlord is unable to deliver possession of Phase 1 on or before the date that is one hundred eighty (180) days after the initial Phase 1 Delivery Date (the "Phase 1 Termination Date") by reason of the holding over or retention of possession by any tenant or occupant or for any other reason not attributable to Tenant, Tenant may, by the delivery of written notice to Landlord within thirty (30) days after the Phase 1 Termination Date, elect to terminate this Lease. In addition, if Landlord is unable to deliver Phase 1 to Tenant on or before the initial Phase 1 Delivery Date and such delay causes Tenant to (i) be unable to occupy Phase 1 on or before the Commencement Date set forth in the Schedule, and (ii) thereby holdover beyond the term of the lease (the "30 N. LaSalle Lease") for Tenant's current office space in the building commonly known as 30 N. LaSalle Street, Chicago, Illinois, then Landlord shall also pay to Tenant an amount equal to the monthly holdover base rent that Tenant is obligated to pay under the 30 N. LaSalle Lease in excess of the monthly Base Rent that would have otherwise been payable to Landlord hereunder for the same month, if not abated in accordance with this Section 33.I. Tenant represents to Landlord that (i) the 30 N. LaSalle Lease expires august 31, 2020, (ii) Base Rent due under the 30 N. LaSalle Lease for August 2020 is $481,598.33 and (iii) the holdover provision of the 30 N. LaSalle Lease is set forth on Exhibit C attached hereto. If Tenant amends the 30 N. LaSalle Lease in a manner that increases the monthly holdover base rent thereunder. Landlord's liability under this Section 33.I shall be limited to the amount it would have been absent such amendment.

In the event Landlord is unable to deliver possession of Phase 2 on or before the initial Phase 2 Delivery Date as provided in Section 5.C by reason of the holding over or retention of possession by any tenant or occupant or for any other reason not attributable to Tenant, the initial Phase 2 Delivery Date shall automatically be extended to the date Landlord delivers Phase 2 to Tenant, with a corresponding extension of the Phase 2 Commencement Date. In the event Landlord is unable to deliver possession of Phase 2 by the date that is sixty (60) days after the initial Phase 2 Delivery Date (the "Phase 2 Penalty Date") by reason of the holding over or retention of possession by any tenant or

occupant or for any other reason not attributable to Tenant, then Base Rent and Additional Rent first accruing under this Lease for Phase 2 shall abate for a number of days equal to twice the number of days in the period commencing on the Phase 2 Penalty Date and ending on the date immediately preceding the day Landlord delivers possession of Phase 2. In addition, if Landlord is unable to deliver Phase 2 to Tenant on or before the initial Phase 2 Delivery Date and such delay causes Tenant to (i) be unable to occupy Phase 2 on or before the Phase 2 Commencement Date set forth in the Schedule, and (ii) thereby holdover beyond the term of the lease (the "DePaul Lease") for Tenant's current office space in the building commonly known as 333 S. State Street, Chicago, Illinois, then Landlord shall also pay to Tenant an amount equal to one half (1/2) of the monthly pro-rata share of operating expenses that Tenant is obligated to pay under the DePaul Lease during any holdover period. Tenant represents to Landlord that (i) the DePaul Lease expires December 20, 2023 and (ii) the holdover provision of the DePaul Lease is set forth on Exhibit C attached hereto. If Tenant amends the DePaul Lease in in a manner that increases the operating expenses Tenant is obligated to pay thereunder, Landlord liability under this Section 33.I shall be limited to the amount it would have been absent such amendment.

The foregoing rights set forth in this Section 33.I. shall be Landlord's sole liabilities and Tenant's sole remedies for any delay in delivery of the Premises.

J. This Lease is the entire understanding of the parties and the terms and provisions of this Lease shall only be modified or amended in writing.

K. If this Lease is executed by more than one individual, corporation, partnership, association or other entity as Tenant, the obligations of each of said parties shall be joint and several.

L. So long as Tenant is not in default (beyond any applicable notice and cure period) hereunder; neither Landlord, nor anyone claiming by or through Landlord, shall disturb or interfere with Tenant's use, occupancy and quiet enjoyment of the Premises.

M. The laws of the State of Illinois shall govern the validity, performance and enforcement of this Lease. The invalidity or unenforceability of any provision of this Lease shall not offset or impair any other provision. If any provision of this Lease is capable of two constructions one of which would render the provision invalid and the other of which would make the provision valid, then the provision shall have the meaning which renders it valid.

N. This Lease shall not be recorded by Tenant or by anyone acting through, under or on behalf of Tenant, and the recording thereof in violation of this provision shall make this Lease null and void at Landlord's election. At Tenant's request, Landlord and Tenant shall execute a memorandum of this Lease in recordable form, which shall reference the Term of this Lease, as well as the Renewal Option in Section 35 and the Right of First Offer in Section 37, and which may be recorded in the Office of the Recorder of Cook County, Illinois

O. Nothing contained in this Lease shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent, partnership, joint venture or any similar association between Landlord and Tenant, it being expressly understood and agreed that neither the method of computation of rent nor any act of the parties

hereto shall be deemed to create any relationship between Landlord and Tenant other than the relationship of Landlord and Tenant. If Landlord defaults in the performance of any provision of this Lease, Tenant shall provide Landlord written notice thereof and Landlord shall have thirty (30) days in which to cure said default, which thirty (30) day period shall be extended, but not to exceed one hundred twenty (120) days in the aggregate, so long as Landlord is diligently pursuing cure thereof.

P. Landlord shall have the right to apply payments received from Tenant pursuant to this Lease (regardless of Tenant's designation of such payments) to satisfy any obligations of Tenant hereunder, in such order and amounts, as Landlord, at its sole discretion, may elect.

Q. If any term, covenant or condition of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease shall not be affected thereby and will be in force to the full extent permitted by law.

R. Tenant represents to Landlord that it has full power and authority to enter into this Lease and to perform all of its obligations hereunder, and that execution and delivery of this Lease does not and will not violate or conflict with any provision of any law, contract, mortgage, lien, instrument, agreement or judgment to which Tenant is a party or which is binding on Tenant. If Tenant is a corporation, partnership, limited liability company or other entity, the persons executing this Lease on behalf of such entity hereby represent and warrant that they have been duly authorized to execute this Lease for and on behalf of such entity pursuant to a duly adopted resolution or by virtue of its governing instrument. Landlord represents to Tenant that it has full power and authority to enter into this Lease and to perform all of its obligations hereunder, and that execution and delivery of this Lease does not and will not violate or conflict with any provision of any law, contract, mortgage, lien, instrument, agreement or judgment to which Landlord is a party or which is binding on Landlord.

S. No person executing this Lease in a representative capacity for Landlord shall be held individually liable hereunder as a consequence of such execution in the absence of fraud, provided such person acted with due authority and that intended principals are bound.

T. (i) Landlord's obligations under this Lease are subject to and may be delayed (without causing a default hereunder) by the following unforeseeable causes, but only to the extent that the same are beyond Landlord's reasonable control, are not caused by Landlord or its consultants, contractors or subcontractors, could not have been either foreseen or avoided by the exercise of due diligence, and which has an adverse effect on Landlord's ability to perform its obligations hereunder: a strike (but only to the extent not targeted at Landlord or any of its contractors, consultants or subcontractors), riots, insurrections, war, fuel shortages, or acts of God;

(ii) Tenant's obligations under this Lease are subject to and may be delayed (without causing a default hereunder) by the following unforeseeable causes, but only to the extent that the same are beyond Tenant's reasonable control, are not caused by Tenant or its consultants, contractors or subcontractors, could not have been either foreseen or avoided by the exercise of due diligence, and which has an adverse effect on Tenant's ability to perform its obligations hereunder: a strike (but only to the extent not targeted at Tenant

or any of its contractors, consultants or subcontractors), riots, insurrections, war, fuel shortages, or acts of God;

(iii) Each of the events identified in Section 33.T.(i) and (ii), an "event of Force Majeure;" and

(iv) no event of Force Majeure shall excuse either party from its obligation to timely pay any monetary amount hereunder.

U. Time is of the essence of this Lease and of each and all provisions thereof.

V. Solely with respect to a forcible entry and detainer lawsuit (see 735 Ill. Comp. Stat. §5/9-209, or any successor statute), Landlord and Tenant waive the right to trial by jury.

W. Landlord and Tenant understand, agree and acknowledge that (i) this Lease has been freely negotiated by both parties, and (ii) in any controversy, dispute or contest over the meaning, interpretation, validity or enforceability of this Lease or any of its terms or conditions, there will be no conclusion drawn whatsoever against either party by virtue of that party having drafted this Lease or any portion thereof.

X. Landlord shall not have the right to relocate the Premises, or any part thereof, during the Term or any extension of the Term.

34. **Tenant Improvements**. The Premises shall be improved by Landlord, as Tenant's agent, pursuant to Rider B attached hereto.

35. **Renewal Option**.

A. Subject to the conditions set forth below, Tenant shall have two (2) options (each, an "Extension Option"), to extend the Term hereof, and the Term as may have been amended by Tenant's exercise of its first Extension Option, for an additional period of five (5) years each (each such extended period, an "Extension Period"), upon the terms and conditions contained herein, including without limitation the payment of Additional Rent determined on the same basis as set forth in this Lease, except the Base Rent for each Extension Period shall be 95% of the Market Rental Rate (as hereinafter defined) for such Extension Period (assuming a 2.5% increase on each anniversary of the commencement date of each applicable Extension Period), as reasonably determined by Landlord.

B. If Tenant desires to exercise an Extension Option, Tenant shall provide a binding written notice to Landlord of Tenant's exercise of the Extension Option not later than eighteen (18) calendar months prior to the then scheduled expiration of the Term. Within thirty (30) days after Tenant's notice, Landlord will advise Tenant in writing of Landlord's determination of the Market Rental Rate ("Market Rent Notice"), which shall include an explanation of the basis for Landlord's determination of the Market Rental Rate. Tenant shall have sixty (60) days following the receipt of Landlord's written determination of the Market Rental Rate ("Tenant's Review Period") to accept or reject Landlord's determination of the Market Rental Rate or to require arbitration as described in Section 35.D below. If Tenant either rejects (without requesting arbitration as described in Section 35.D below) Landlord's determination of the Market Rental Rate or fails to so timely respond to Landlord's Market Rent Notice, then the Extension Option shall be

deemed waived and terminated by Tenant and this Lease shall expire at the end of the Term.

C. For purposes of this Section, "Market Rental Rate" shall mean the net effective rental, as of the date for which such Market Rental Rate is being calculated, per annum per rentable square foot (as adjusted on an annual basis) for comparable space of comparable size for a similar term in arms' length renewal transactions, taking into account all current market rental conditions for renewal transactions in comparable space within similar quality buildings in the Downtown Chicago market, including tenant allowances, brokerage commissions, concessions and similar incentives, for fully credit-worthy tenants, but excluding those leases where the tenant has an equity interest in the property and assuming an annual escalation of 2.5%. If an Extension Period goes into effect, Tenant shall continue to pay Additional Rent and other sums respecting the Premises in accordance with the terms and conditions hereof during the Extension Period.

D. If Tenant requires arbitration of the Market Rental Rate as provided above and Landlord and Tenant fail to reach agreement by the date that is thirty (30) days following the expiration of Tenant's Review Period (the "**Outside Agreement Date**"), then each party's good faith determination of Market Rental Rate shall be submitted by sealed bid to arbitration in accordance with the procedure set forth below:

(i) Not later than twenty (20) days following the Outside Agreement Date, Landlord and Tenant shall each appoint one independent arbitrator who shall by profession be a real estate appraiser (with the professional designation of M.A.I. or, if M.A.I. ceases to exist, a comparable designation from an equivalent professional appraiser organization) or office leasing broker who shall have been active over the 10-year period ending on the date of such appointment in appraising or leasing of commercial office properties in Chicago, Illinois. The determination of the arbitrators shall be limited solely to the issue of whether Landlord's or Tenant's submitted Market Rental Rate for the Extension Period is the closest to the actual Market Rental Rate for the Extension Period as determined by the arbitrators, taking into account the elements listed in Section 35.C.

(ii) The two arbitrators so appointed shall within ten (10) days of the date of the appointment of the last appointed arbitrator agree upon and appoint a third arbitrator who shall be qualified under the same criteria set forth hereinabove for qualification of the initial two arbitrators. If the two arbitrators fail to agree upon and appoint a third arbitrator by such tenth (10th) day, both arbitrators shall be dismissed and Landlord and Tenant each shall, within ten (10) days, select and appoint one new arbitrator each possessing the qualifications above.

(iii) The three arbitrators shall within thirty (30) days of the appointment of the third arbitrator reach a decision as to whether the parties shall use Landlord's or Tenant's submitted Market Rental Rate and shall notify Landlord and Tenant thereof in writing.

(iv) The decision of the majority of the three arbitrators shall be binding upon Landlord and Tenant and judgment upon such decision may be entered into by any court having jurisdiction over Landlord and Tenant.

(v) The cost of arbitration shall be paid by Landlord if Tenant's submitted Market Rate of Rent is selected and by Tenant if Landlord's submitted Market Rate of Rent is selected.

E. Tenant shall not be entitled to exercise an Extension Option if, on the date Tenant seeks to exercise such Extension Option or upon the expiration of the initial Term, (a) Tenant is in default (beyond any applicable notice and cure period) under this Lease, (b) if this Lease or Tenant's right of possession hereunder has been terminated, (c) if this Lease is not in full force and effect on said date, or (d) Tenant has assigned this Lease or sublet all or any portion of the Premises, other than pursuant to a Permitted Transfer.

F. Following the later to occur of the exercise by Tenant of an Extension Option, Tenant's written acceptance of Landlord's written determination of the Market Rental Rate and determination of the Base Rent for the Extension Period, at the request of either party hereto and within thirty (30) days after such request, Landlord and Tenant shall enter into a written amendment of this Lease confirming the terms, conditions and provisions applicable to the Extension Period as determined in accordance herewith, in form and substance reasonably satisfactory to Landlord and Tenant.

36. **Contraction Option**. Tenant shall have the right to contract by one full floor (floor to be determined by Landlord) (the "Contraction Floor") on the last day of the tenth lease year with twelve (12) months prior written notice to Landlord. Landlord shall notify Tenant of the Contraction Floor within thirty (30) days after Tenant exercises the contraction right. In the event Tenant exercises this right, at the time of exercise Tenant shall pay to Landlord an amount equal to all unamortized costs and concessions relating to the lease of a full floor in Phase 1 (whether or not the Contraction Floor is in Phase 1), which shall include the Phase 1 Construction Allowance, the Phase 1 Rent Credit and all brokerage commissions and legal fees incurred by Landlord, amortized on a straight-line basis using an (8%) percent interest rate, plus four (4) months of the then monthly Base Rent and Additional Rent allocable to the Contraction Floor. Upon Tenant's request after the Commencement Date, Landlord shall notify Tenant of the contraction fee and show the calculation. The Contraction Floor will be returned and delivered to Landlord on an "as is" basis and Tenant shall have no obligation to remove any tenant improvements or alterations to the Contraction Floor, other than Specialty Alterations. Effective as of the first calendar month following the date on which Tenant delivers possession of the Contraction Floor to Landlord (the "Rent Adjustment Date"), the Base Rent for each month remaining in the initial Term shall be determined by multiplying the dollar amount of the applicable Base Rent set forth in the Lease Schedule by a fraction, the numerator of which shall be the rentable square footage of the Premises remaining after deducting the Contraction Floor, and the denominator of which shall be the rentable square footage of the original Premises prior to the reduction in Premises by the area of the Contraction Floor. Similarly, commencing on the Rent Adjustment Date, Tenant's Proportionate Share of the Taxes and Operating Expenses will be calculated based on the ratio of the rentable square footage of the Premises remaining after delivery by Tenant to Landlord of the Contraction Floor to the total rentable square footage of space in the Building. At the request of either Tenant or Landlord, the parties hereto agree to promptly negotiate and execute an amendment to this Lease, which, among other things, terminates this Lease with respect to the Contraction Floor and memorializes the adjusted Base Rent and adjusted Tenant's Proportionate Share.

37. **Right of First Offer to Lease.**

A. During the First Opportunity Period (as hereinafter defined), Tenant shall have the right of first opportunity to lease any leasable space in the Building that is (a) (i) of any size, but on the same floor as, or on the floor immediately above or on the floor immediately below, a floor containing any portion of the Premises or (ii) located anywhere in the low-rise portion of the Building (i.e., between the mezzanine level and the 13th floor, inclusive) and is comprised of a rentable area of 10,000 square feet or more ("First Opportunity Space") and (b) deemed to be "available for leasing" (as hereinafter defined). Any portion of the First Opportunity Space shall be deemed to be "available for leasing" if (i) such space has been initially leased and built out for a tenant, and (ii) is or will subsequently become vacant upon the expiration or termination of such existing tenant's lease of such space, unless such lease is renewed or a new lease for such space is entered into with such existing tenant. As used herein, the term "First Opportunity Period" shall mean the Term of this Lease and of all extensions and renewals thereof, provided, however, that the First Opportunity Period shall not include (i) the last two (2) years of the initial Term, unless Tenant has exercised its Extension Option to extend the Term for the first Extension Period; (ii) the last two (2) years of the first Extension Period unless Tenant has exercised its Extension Option to extend the Term for the second Extension Period, and (iii) the last two (2) years of the second Extension Period.

B. Landlord shall deliver written notice ("Notice of Available First Opportunity Space") to Tenant of the availability for leasing of any First Opportunity Space prior to leasing such First Opportunity Space to a third party. Prior to the Phase 2 Delivery Date, Tenant shall have the right to lease any First Opportunity Space identified in any Notice of Available First Opportunity Space, (x) up to a maximum of 75,000 rentable square feet of leasable space in the low-rise and high rise portions of the Building, at a monthly base rent per square foot of rentable area equal to the then current monthly Base Rent per square foot of rentable area set forth in the Lease Schedule for the low-rise and high rise space comprising the Premises, and (y) with respect to any rentable square footage in excess of 75,000 rentable square feet in the aggregate of leasable space in the low-rise and high rise portions of the Building, at such rental rates as are then being offered by Landlord to the general public. If Tenant elects to exercise its right of first offer to lease any such First Opportunity Space prior to the Phase 2 Delivery Date as above provided, the amount of rentable square footage of such leased First Opportunity Space (up to 75,000 rentable square feet in the aggregate of leasable space in the low-rise and high rise portions of the Building) shall be treated as part of Phase 2 for all purposes (i.e., shall be deducted from Phase 2 to be delivered by Landlord on the Phase 2 Delivery Date), except with respect to the delivery date and the date of the commencement of the payment of Rent. From and after the Phase 2 Delivery Date, Tenant shall have the right to lease any First Opportunity Space identified in any Notice of Available First Opportunity Space at such rental rates as are then being offered by Landlord to the general public. Each Notice of Available First Opportunity Space shall provide at a minimum the following basic terms (the "Basic Terms") for the leasing of the subject First Opportunity Space: (i) description of the location and rentable area of such First Opportunity Space, (ii) the rental rate, any leasing concessions (such as, but not limited to, rent abatement, tenant improvement work and architectural and other design, construction and moving allowances), (iii) the date such First Opportunity Space shall be available for delivery, and (iv) all other relevant economic terms (which shall reflect (or the rental rates shall reflect) leasing commissions, if any) then being offered by Landlord to the general public for such First Opportunity Space for a term coterminous with the then remaining Term of this Lease (including any Extension Periods under unexercised renewal options). Upon receipt of Landlord's Notice of Available First

Opportunity Space, and provided that Tenant is not then in default (beyond any applicable notice and cure period) under this Lease, Tenant shall have ten (10) business days in which to elect in writing to lease the First Opportunity Space described in such Notice of Available First Opportunity Space for a Term commensurate with the remaining Term (including any Extension Periods under unexercised renewal options) of this Lease and upon the terms and conditions set forth in such Notice of Available First Opportunity Space. If Tenant timely exercises its first option to lease any First Opportunity Space as herein provided, then Landlord and Tenant shall enter into a lease for such First Opportunity Space containing the Basic Terms set forth in the applicable Notice of Available First Opportunity Space and such other terms and conditions as the parties shall mutually agree commensurate with the terms and conditions of this Lease (not including this Section 36), provided that the term of such lease of any First Opportunity Space shall commence on the first to occur of the following dates: (a) six (6) months after such First Opportunity Space is delivered to Tenant, or (b) the date that Tenant occupies the First Opportunity Space for the purpose of conducting its business thereon, or (c) such other date as is agreed to in writing by Landlord and Tenant.

C. In the event Tenant declines or fails to timely elect to lease any First Opportunity Space described in any Notice of Available First Opportunity Space, then Landlord may proceed to lease such space to another tenant during the Applicable Leasing Period (as hereinafter defined). If Landlord shall not have leased such First Opportunity Space during the Applicable Leasing Period, such First Opportunity Space shall again become "available for leasing" and Landlord shall again deliver a Notice of Available First Opportunity Space to Tenant and Tenant shall again have the right to lease such First Opportunity Space on the terms set forth in such Notice of Available First Opportunity Space. As used herein, the term "Applicable Leasing Period" shall mean the period beginning on the date (the "Notice Delivery Date") that Landlord's Notice of Available First Opportunity Space is delivered to Tenant with respect to any First Opportunity Space and ending on the date that is (a) sixth (6th) month anniversary date of the Notice Delivery Date, if the First Opportunity Space described in such Notice of Available First Opportunity Space is less than 10,000 rentable square feet, (b) the nine (9) month anniversary date of the Notice Delivery Date: if the First Opportunity Space described in such Notice of Available First Opportunity Space is between 10,000 and 99,999 rentable square feet, or (c) on the twelve (12) month anniversary date of the Notice Delivery Date, if the First Opportunity Space described in such Notice of Available First Opportunity Space is 100,000 or more rentable square feet. Notwithstanding the foregoing, if Landlord has commenced negotiations with a particular potential tenant with respect to such First Opportunity Space prior to the expiration of any such Applicable Leasing Period, then the Applicable Leasing Period shall be extended for any additional period during which Landlord continues to negotiate with such potential tenant. In addition, Landlord shall not enter into a lease of such First Opportunity Space to another tenant without again giving Tenant a Notice of Available First Opportunity Space if the net present value as of the proposed commencement date of such lease expressed as a single dollar figure, discounted using a rate of ten percent (10%) per annum, of all rent (other than such tenant's proportionate share of Taxes and Operating Expenses) of whatever nature or however denominated for the term of such lease, less the net present value of any rent concessions, construction allowances, tenant improvement work and other relevant economic concessions, discounted at the same rate, is less than ninety percent (90%) of the comparable amount determined by using the economic terms set forth in Landlord's initial Notice of Available First Opportunity

Space delivered to Tenant regarding such First Opportunity Space (as adjusted on a proportional basis to reflect any differences in the size of space or length of the term).

D. It is understood that this right of first offer to lease shall be subject to subordinate to (i) any renewal option or option to expand (including any right of first opportunity, first offer, first refusal or similar right) existing on the date of this Lease or (ii) any renewal option or option to expand (including any right of first opportunity, first offer, first refusal or similar right) in any future lease, provided that with respect to any future lease of First Opportunity Space, any such option or right is identified in a Landlord's Notice of Available First Opportunity Space delivered to Tenant regarding such First Opportunity Space.

E. Tenant shall not be entitled to exercise a right of first offer if, on the date Tenant seeks to exercise such right of first offer, (a) if this Lease or Tenant's right of possession hereunder has been terminated, (b) if this Lease is not in full force and effect on said date, or (c) Tenant has assigned this Lease or sublet all or any portion of the Premises, other than pursuant to a Permitted Transfer.

38. **Tenant's Equal Right to Future Benefits; Wellness Center Dues.**

A. Tenant has entered into this Lease with the understanding that Tenant will receive the same treatment and terms with respect to access to Building amenities, such as conference rooms. As such, if at any time during the term of this Lease, Landlord agrees to provide any existing or future tenant with access to a Building amenity that has not also been provided to Tenant under this Lease or upon better terms than provided to Tenant (e.g. discounted pricing for the use of conference rooms or other Building amenities), then Landlord shall also provide such better terms to Tenant.

B. The employees of the Tenant located at the Premises shall have access to the wellness center to the same extent and subject to the same requirements as the employees of other tenants in the Building. Landlord shall charge the employees of Tenant that use the wellness center in the Building reasonable dues, in an amount not to exceed the lowest level of dues charged to employees of other tenants in the Building and Landlord shall credit such dues collected from Tenant's employees against the Rent due hereunder. Landlord (or its agents or contractors) shall manage and administer the application process for patrons of the wellness center and the collection of dues for the use of the wellness center. Neither the Landlord nor the Tenant shall advertise or promote the use of the wellness center to employees of Tenant.

39. **Additional Provisions**. Additional provisions of this Lease are set forth in Rider E attached hereto.

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LANDLORD:

NORTH LASALLE FINANCIAL ASSOCIATES, LLC, a Delaware limited liability company

By: HMKNL SPE, LLC, a Delaware limited liability company, its managing member,

By: HMKNL Holdings LLC, a Delaware limited liability company, its sole member

By:_____
Printed Name:_____
Its:_____

Date: _____

TENANT:

CITY OF CHICAGO,
a municipal corporation of the State of Illinois

By: _____
Printed Name: _____
Its: _____

Date:_____

This Lease consists of the Lease Schedule, Pages 1 through 45 hereof, Riders A, B, C, D and E, and Exhibits A and B.

Rider A
Rules and Regulations

In any respect in which the terms of this Lease and these Rules and Regulations are in conflict, the terms of the Lease shall govern the action of the parties; provided however, to the extent same are not inconsistent, Tenant shall adhere to the following:

1. Tenant shall not use or permit to be used any portion of the Premises for any unlawful purpose or use or permit the use of any portion of the Premises as regular living quarters, sleeping apartments or lodging rooms or for the conduct of any manufacturing business.

2. Tenant shall, to the extent of Tenant's control thereof, at all times keep the Premises at a temperature sufficiently high to prevent freezing of water pipes and fixtures. Tenant shall not, nor shall Tenant at any time permit any occupant of the Premises to commit waste, perform any acts or carry on any practices which may injure the Premises or be a nuisance.

3. Tenant, upon the termination of its tenancy, shall deliver to Landlord the keys of all doors to the Premises and combination and/or keys to all safes on the Premises.

4. Tenant shall not place a load upon any floor which exceeds the designated load per square foot or the load permitted by law. Heavy objects shall stand on such platforms as determined by Landlord to be necessary to properly distribute the weight. Business machines and mechanical equipment belonging to Tenant which cause noise or vibration that may be transmitted to the structure shall be placed and maintained by Tenant, at Tenant's expense, on vibration eliminators or other similar devices. Landlord will not be responsible for loss of, or damage to, any equipment or other property from any cause, and all damage done to the Building by maintaining or moving such equipment or other property shall be repaired at the expense of Tenant.

5. The toilet rooms, toilets, urinals, wash bowls or other apparatus shall not be used for any purpose other than that for which they were constructed, no foreign substance of any kind whatsoever shall be thrown therein, and the expense of any breakage, stoppage or damage resulting from the violation of this rule shall be borne by Tenant.

6. Tenant will at all times during the term of this Lease keep and maintain, at its own cost and expense, in good order, condition and repair, any and all fire safety and prevention devices and equipment as prescribed and required by Landlord, its insurers, and any applicable municipal or governmental law, ordinance or regulation.

7. These Rules and Regulations are in addition to, and shall not be construed to in any way modify or amend, in whole or in part, the terms, covenants, agreements and conditions of the Lease.

8. Tenant shall be responsible for the observance of all of the foregoing rules by Tenant's employees, agents, clients, customers, invitees and guests.

9. Tenant shall not make any room-to-room canvas to solicit business from other tenants in the Building and shall not exhibit, sell or offer to sell, use, rent or exchange any item or services in or from the Premises unless ordinarily included within Tenant's use of the Premises as specified in the Lease.

10. Tenant shall not paint, display, inscribe or affix any sign, picture, advertisement, notice, lettering or direction or install any lights on any part of the outside or inside of the Building, other than the Premises, and then not on any part of the inside of the Premises which can be seen from outside the Premises, except as approved by Landlord in writing.

11. Tenant shall not obstruct or place objects on or in sidewalks, entrances, passages, courts, corridors, vestibules, halls, elevators and stairways in and about the Building. Tenant shall not place objects against glass partitions or doors or windows or adjacent to any open common space which would be unsightly from the Building corridors or from the exterior of the Building.

12. Tenant shall not disturb other tenants or make excessive noises, cause disturbances, create excessive vibrations, odors or noxious fumes or use or operate any electrical or electronic devices or other devices that emit excessive sound waves or are dangerous to other tenants of the Building or that would interfere with the operation of any device or equipment or radio or television broadcasting or reception from or within the Building or elsewhere, and shall not place or install any projections, antennae, aerials or similar devices outside of the Building or the Premises.

13. Tenant shall not waste electricity or water and shall cooperate fully with Landlord to assure the most effective operation of the Building's heating and air conditioning, and shall refrain from attempting to adjust any controls except for the thermostats within the Premises. Tenant shall keep all doors to the Premises closed, when not in use.

14. The Building prohibits the use of space heaters or spot coolers within the Tenant's Premises.

15. Tenant shall not use the draperies or other window coverings instead of or in addition to the Building standard window coverings, if any, designated and approved by Landlord for exclusive use throughout the Building.

16. Landlord may require that all persons who enter or leave the Building identify themselves to watchmen, by registration or otherwise. Landlord shall, however, have no responsibility or liability for any theft, robbery or other crime in the Building. Tenant shall assume full responsibility for protecting the Premises, including keeping all doors to the Premises locked after the close of business.

17. Furniture, equipment and other large articles may be brought into the Building only at the time and in the manner designated by Landlord. Tenant shall furnish Landlord with a list of furniture, equipment or other large articles which are to be removed from the Building, and Landlord may require permits before allowing anything to be moved in or out of the Building. Movements of Tenant's property into or out of the Building and within the Building are entirely at the risk and responsibility of Tenant. Furniture, boxes, merchandise or other bulky articles shall be transported within the Building only upon or by vehicles equipped with rubber tires and shall be carried only in the freight elevators and at such times as the management of the Building shall require. Movements of Tenant's property into or out of the Building and within the Building are entirely at the risk and responsibility of Tenant, and Landlord reserves the right to require permits before allowing such property to be moved into or out of the Building.

18. No person or contractor, unless approved in advance by Landlord, shall be employed to do janitorial work, interior window washing, cleaning, decorating or similar services in the Premises.

19. Tenant shall comply with all safety, fire protection and evacuation procedures and regulations established by Landlord or any governmental agency. Any and all firearms shall not be permitted on the property at any time and for any reason.

20. Tenant shall cooperate and participate in all reasonable security programs affecting the Building.

21. Tenant shall not loiter, eat, drink, sit or lie in the lobby or other public or common area in the Building. Tenant shall not go onto the roof of the Building or any other non-public area of the Building (except the Premises), and Landlord reserves all rights to control the public and non-public area of the Building. In no event shall Tenant have access to any electrical, telephone, plumbing or other mechanical closets without Landlord's prior written consent.

22. Tenant shall not dispose of any foreign substances in the toilets, urinals, sinks or other washroom facilities, nor shall Tenant permit such items to be used other than for their intended purposes; and Tenant shall be liable for all damages as a result of a violation of this rule.

23. There shall be no smoking in the Premises or in any public or common area of the Building.

24. All deliveries to or from the Premises shall be made only at such times, in the areas and through the entrances and exits designated for such purposes by Landlord. Tenant shall not permit receiving deliveries to or from the Premises outside of said areas or in a manner which may interfere with the use by any other tenant of its premises or of any common area, any pedestrian use of such area, or any use which is inconsistent with good business practice.

25. Security officers have the right to inspect all packages.

26. Landlord is not responsible for the personal property of employees or Tenants, including any loss or damage to vehicles parked in the parking lot, and shall not be liable therefor.

27. No parking in the loading dock or rear drive area.

28. The following Holidays are observed.

New Year's Day	Thanksgiving
Memorial Day	
July 4th (when celebrated)	Christmas Day
Labor Day	

29. All garbage and other refuse shall be kept inside the Premises until such time as Landlord designates for trash removal. All garbage and other refuse shall be removed from the Premises at such times and to such areas as may be designated by Landlord from time to time, and said garbage and other refuse shall be removed from the Premises in Landlord approved containers. If Landlord elects to furnish or designate a service for the removal of garbage, Tenant shall use the service furnished or designated by Landlord.

30. Tenant shall utilize the termite and pest extermination service designated by Landlord to control termites and pests in the Premises. Tenant shall bear the cost and expense of such extermination services provided to the Premises. Tenant shall not be obligated to pay more for its participation in such termite and pest extermination services than the prevailing competitive rates charged by reputable independent termite and pest control exterminators for the same service on a direct and individual basis.

31. If necessary to comply with Landlord's labor contracts, if any, affecting the Building, Tenant shall terminate at any time any construction work being performed in the Premises until such time as Landlord shall have given written consent for the resumption of such work. Tenant shall have no claim for damages of any nature against Landlord in connection therewith, nor shall the date of the commencement of the Term be extended as a result thereof.

32. The Building and the Property are a "weapons free" environment. Other than law enforcement or licensed security personnel, no tenant (including Tenant), no owner, principal, member, partner, officer, director, shareholder, employee, agent, lender, contractor, subcontractor, licensee, guest, invitee, customer, or visitor of any tenant (including Tenant), and no person, party, or individual within the reasonable control of any tenant (including Tenant), shall bring, carry, or otherwise possess weapons (concealed or not, and whether or not legally permitted to be carried under any applicable law) of any kind or nature, including, without limitation, firearms, handguns, rifles, shotguns, and the like, in the Building or on the Property. Except as specifically permitted by Section 65(b) of the Firearm Concealed Carry Act (430 ILCS), and only to the extent permitted by such Section 65(b), this prohibition applies to all public and common areas of the Building and the Property, including, without limitation, restrooms, elevators, elevator lobbies, lobbies, stairwells, common hallways, all areas within the leased premises of any tenants (including the Premises demised to Tenant hereunder), and the surrounding walkways, driveways, parking areas and garages, and landscaped areas.

Rider B
Tenant Finish-Work: Allowance

1. **Acceptance of Premises**. Except as set forth in this Rider, Tenant accepts the Premises in their "AS-IS" condition on the date that this Lease is entered into.

2. **Space Plans**. Within 90 after lease execution, with respect to Phase 1, and 90 days after delivery of the Phase 2 Notice, with respect to Phase 2, Tenant shall submit to Landlord for its review and approval (not to be unreasonably withheld, delayed or conditioned) space plans prepared by Johnson Lasky Kindelin Architects ("**JLK**"). Landlord shall notify Tenant whether it approves of the submitted space plans within ten (10) business days after Tenant's submission thereof. If Landlord disapproves of such space plans, then Landlord shall notify Tenant thereof specifying in reasonable detail the reasons for such disapproval, in which case Tenant shall, within five (5) business days after such notice, revise such space plans in accordance with Landlord's objections and submit the revised space plans to Landlord for its review and approval. Landlord shall notify Tenant in writing whether it approves of the resubmitted space plans within five (5) business day after its receipt thereof. This process shall be repeated until the space plans have been finally approved by Landlord and Tenant. If Landlord fails to notify Tenant that it disapproves of the initial space plans within ten (10) business days (or, in the case of resubmitted space plans, within five (5) business day) after the submission thereof, then Landlord shall be deemed to have approved the space plans in question. Any delay caused by Tenant's or Landlord's, as applicable, unreasonable withholding of its consent or delay in giving its written approval as to such space plans shall constitute a Project Delay Day (defined below). If the space plans are not fully approved (or deemed approved) by both Landlord and Tenant by the 60 business day period after the delivery of the initial draft thereof due to Landlord's failure to comply with the foregoing schedule, then for each day after such 60 business day time period that such space plans are not fully approved (or deemed approved) by both Landlord and Tenant, the Commencement Date or the Phase 2 Commencement Date, as applicable, shall be extended by the same number of days. Once approved by Landlord and Tenant, the space plans will be the "**Space Plans**.

3. **Working Drawings**.

(a) Preparation and Delivery. After the Space Plans are approved by both Landlord and Tenant, Tenant will submit to Landlord any applicable City standards and specifications to be incorporated into the final drawings, including but not limited to electrical and low voltage specifications. Landlord shall cause to be prepared final working drawings consistent with the Space Plans of all improvements to be installed in the Premises and deliver the same to Tenant for its review and approval (which approval shall not be unreasonably withheld, delayed or conditioned). Such working drawings shall be prepared by JLK, or another design consultant recommended and approved by Tenant and selected by Landlord (whose fee shall be included in the Total Construction Costs, defined below). Upon completion of the design consultant's work, Landlord provide AutoCAD and pdf electronic files of the working drawings, shop drawings and other relevant documents and reports to the Tenant for review.

(b) Approval Process. Tenant shall notify Landlord whether it approves of the submitted working drawings within ten (10) business days after Landlord's submission thereof. If Tenant disapproves of such working drawings, then Tenant shall notify Landlord thereof specifying in reasonable detail the reasons for such disapproval, in which case Landlord shall, within five (5) business days after such notice, revise such working drawings in accordance with Tenant's objections and submit the revised working drawings to Tenant for its review and approval. Tenant shall notify Landlord in writing whether it approves of the resubmitted working drawings

within five (5) business day after its receipt thereof. This process shall be repeated until the working drawings have been finally approved by Landlord and Tenant. If Tenant fails to notify Landlord that it disapproves of the initial working drawings within ten (10) business days (or, in the case of resubmitted working drawings, within five (5) business day) after the submission thereof, then Tenant shall be deemed to have approved the working drawings in question. Any delay caused by Tenant's or Landlord's, as applicable, unreasonable withholding of its consent or delay in giving its written approval as to such working drawings shall constitute a Project Delay Day (defined below). If the working drawings are not fully approved (or deemed approved) by both Landlord and Tenant by the 60 business day period after the delivery of the initial draft thereof due to Landlord's failure to comply with the foregoing schedule, then for each day after such 60 business day time period that such working drawings are not fully approved (or deemed approved) by both Landlord and Tenant, the Commencement Date or the Phase 2 Commencement Date, as applicable, shall be extended by the same number of days.

4. **Landlord's Approval; Performance of Work**. As used herein, "**Working Drawings**" shall mean the final working drawings approved by Landlord and Tenant, as amended from time to time by any approved changes thereto, and "**Work**" shall mean all improvements to be constructed in accordance with and as indicated on the Working Drawings, together with any work required by governmental authorities to be made to other areas of the Building as a result of the improvements indicated by the Working Drawings. The Work shall include any required demising partitions, electrical meter and if not existing, a building standard multi-tenant floor common corridor and building standard suite entry way signage ("**Demising Work**"). Landlord's approval of the Working Drawings shall not be a representation or warranty of Landlord that such drawings are adequate for any use or comply with any Law but shall merely be the consent of Landlord thereto. Tenant shall, at Landlord's request, sign the Working Drawings to evidence its review and approval thereof. After the Working Drawings have been approved, Landlord, shall cause the Work to be performed in substantial accordance with the Working Drawings.

5. **Bidding of Work**. Prior to commencing the Work, Landlord shall competitively bid the Work and furniture and, if requested by Tenant, consultants, to three contractors reasonably approved by Landlord. The overall project will be bid with a 26% MBE (minority-owned business enterprise) and 6% WBE (women-owned business enterprise) requirement. Such firms must be certified as MBE or WBE, as applicable, by Tenant's Department of Procurement Services or by other agencies as approved by Tenant. Of the total hours worked by Landlord's employees and employees of Landlord's contractors and subcontractors in the performance of the Work, at least fifty percent (50%) shall be performed by City Residents. For purposes of this section: (i) "**City Residents**" means persons Domiciled within the City of Chicago; and (ii) "**Domicile**" means an individual's one and only true, fixed and permanent home and principal establishment. Also, all contactors shall pay Prevailing Wages for the work to be completed. If the estimated Total Construction Costs are expected to exceed the Construction Allowance (as hereinafter defined), Landlord shall promptly notify Tenant and Tenant shall be allowed to review the submitted bids from such contractors to value engineer any of Tenant's requested alterations. In such case, Tenant shall notify in writing Landlord of any items in the Working Drawings that Tenant desires to change within ten (10) business days after Landlord's submission thereof to Tenant. If Tenant fails to notify Landlord of its election within such ten (10) business day period, Landlord shall notify Tenant in writing that this failure shall be deemed to mean Tenant approved the bids. Within twenty (20) business days following Landlord's submission to Tenant of the initial construction bids to Tenant under the foregoing provisions (if applicable), Tenant shall have completed all of the following items: (a) finalized with Landlord's representative and the proposed contractor, the pricing of any requested revisions to the bids for the Work, and (b) approved in writing any overage in the Total Construction Costs in excess of the Construction

Allowance, failing which each day after such twenty (20) business day period shall constitute a Project Delay Day.

6. **Change Orders**. Tenant may initiate changes in the Work by submitting the request of added scope in writing to the Landlord for pricing. Each such change, before executed and agreed upon on added pricing, must receive the prior written approval of Tenant and Landlord, such approval not to be unreasonably withheld or delayed; however, (a) if such requested change would adversely affect (in the reasonable discretion of Landlord) (i) the Building's structure or the Building's common systems and common equipment (including the Building's restrooms or mechanical rooms), (ii) the exterior appearance of the Building, (iii) the appearance of the common area, or (iv) another tenant's premises, or (b) if any such requested change might delay the completion of the Work beyond the Commencement Date or the Phase 2 Commencement Date, as applicable, Landlord may withhold its consent in its sole and absolute discretion. Tenant shall, upon completion of the Work, furnish Landlord with an accurate architectural "as-built" plan of the Work as constructed (in CAD format), which plan shall be incorporated into this Rider B by this reference for all purposes. If Tenant requests any changes to the Work described in the Working Drawings, then such increased costs and any additional design costs incurred in connection therewith as the result of any such change shall be added to the Total Construction Costs.

7. **Definitions**. As used herein, a "**Project Delay Day**" shall mean each day of delay in the performance of the Work that occurs: (a) because of Landlord's or Tenant's, as applicable, failure to timely deliver or approve any required documentation such as the Working Drawings, (b) because Landlord or Tenant, as applicable, fails to timely furnish any information or deliver or approve any required documents such as the Working Drawings (whether preliminary, interim revisions or final), pricing estimates, construction bids, and the like, (c) because of any change to the Working Drawings, (d) because Tenant fails to attend any meeting with Landlord, the Architect, any design professional, or any contractor, or their respective employees or representatives, as may be required or scheduled hereunder or otherwise necessary in connection with the preparation or completion of any construction documents, such as the Working Drawings, or in connection with the performance of the Work, because of any specification by Tenant of materials or installations in addition to or other than Landlord's standard finish-out materials, or (f) because Landlord or Tenant, as applicable, its agents, employees, or contractors otherwise delay completion of the Work. As used herein "**Substantial Completion**", "**Substantially Completed**," and any derivations thereof mean the Work in the Premises is substantially completed (as reasonably determined by both the Landlord or Tenant, as applicable, and local municipality having jurisdiction over the review and approval of project and Work) in substantial accordance with the Working Drawings. Substantial Completion shall have occurred even though minor details of construction punch list items (list as reviewed and approved by Tenant), decoration, and mechanical adjustments (assuming it's suitable for occupancy and approved by City) remain to be completed by Landlord.

8. **Walk-Through; Punchlist**. When Landlord considers the Work in the Premises to be Substantially Completed, Landlord will notify Tenant and within ten (10) business days thereafter, Landlord's representative and Tenant's representative shall conduct a walk-through of the Premises and identify any necessary touch-up work, repairs and minor completion items that are necessary for final completion of the Work. Neither Landlord's representative nor Tenant's representative shall unreasonably withhold his or her agreement on punchlist items. Landlord shall use reasonable efforts to cause the contractor performing the Work to complete all punch list items within ten (10) days after agreement thereon; however, Landlord shall not be obligated to engage overtime labor in order to complete such items.

9. **Excess Costs**. The entire cost of performing the Work (including design of the Work and preparation of the Working Drawings, costs of construction labor and materials, general contractor fees, permit and license fees (unless waived by City Ordinance), additional janitorial services, general tenant signage, related taxes and insurance costs, and costs of work orders and building engineer services required in connection with performance of the Work (all of which costs are herein collectively called the "**Total Construction Costs**") in excess of the Construction Allowance (hereinafter defined) shall be paid by Tenant. The Total Construction Costs shall include a fee payable to Landlord equal to one and one-half percent (1-1/2%) of the sum of the foregoing costs to compensate Landlord for Landlord's review of Tenant's Plan and supervision of the Work. Upon approval of the Working Drawings and selection of a contractor, Tenant shall promptly: (a) execute a work order agreement prepared by Landlord which identifies such drawings and itemizes the Total Construction Costs and sets forth the Construction Allowance, and (b) pay into a construction escrow reasonable acceptable to Landlord the amount by which Total Construction Costs exceed the Construction Allowance. In the event of default of payment of such excess costs, Landlord (in addition to all other remedies) shall have the same rights as for a Default by Tenant under the Lease.

10. **Construction Allowance**. Landlord shall provide to Tenant construction allowances as follows: $120.00 per rentable square foot of Phase 1 (the "**Phase 1 Construction Allowance**") and $62.00 per rentable square foot of Phase 2 (the "**Phase 2 Construction Allowance**," and together with the Phase 1 Construction Allowance, the "**Construction Allowance**"). The Phase 1 Construction Allowance shall be applied toward the Total Construction Costs, as adjusted for any changes to the Work, for Phase 1; the Phase 2 Construction Allowance shall be applied toward the Total Construction Costs, as adjusted for any changes to the Work, for Phase 2. The Construction Allowance shall not be disbursed to Tenant in cash but shall be applied by Landlord to the payment of the Total Construction Costs, if, as, and when the cost of the Work is actually incurred and paid by Landlord. The Construction Allowance shall be applied to the Total Construction Costs prior to disbursement of the monies in the construction escrow. Also, Landlord has provided Tenant with credits against Base Rent as follows: (i) $60.00 per rentable square foot of Phase 1 against Base Rent first coming due for Phase 1 (the "**Phase 1 Rent Credit**") and (ii) $48.00 per rentable square foot of Phase 2 against Base Rent first coming due for Phase 2 (the "**Phase 2 Rent Credit**"). By written notice to Landlord at any time, Tenant may instead add some or all of the Phase 1 Rent Credit to the Phase 1 Construction Allowance and/or some or all of the Phase 2 Rent Credit to the Phase 2 Construction Allowance. The landlord will also hold a percentage of the commission owed to JLL for additional monies for the construction of the space and those funds will be paid out with approval of the City of Chicago.

11. **Construction Management**. Landlord or its Affiliate or agent shall supervise the Work, make disbursements required to be made to the contractor, and act as a liaison between the contractor and Tenant and coordinate the relationship between the Work, the Building and the Building's Systems.

12. **Construction Representatives**. Landlord's and Tenant's representatives for coordination of construction and approval of change orders will be as follows, provided that either party may change its representative upon written notice to the other:

Landlord's Representative: Hearn Construction Company
875 N. Michigan Avenue
Chicago, Illinois 60611

Tenant's Representative: **[TENANT PLEASE PROVIDE]**

_____

_____

_____

Telephone: _____

Telecopy: _____

13. **Miscellaneous**. To the extent not inconsistent with this Rider B the body of the Lease shall govern the performance of the Work and Landlord's and Tenant's respective rights and obligations regarding the improvements installed pursuant thereto.

Rider C
Form Commencement Date Certificate

COMMENCEMENT DATE CERTIFICATE

This Commencement Date Certificate is entered into as of the _____ day of _____, 20___ between North LaSalle Financial Associates, LLC, a Delaware limited liability company ("Landlord") and _____ ("Tenant").

Landlord and Tenant entered into that certain Lease ("Lease") dated _____ covering the office space commonly known as Suite _____, ("Premises") located at 2 North LaSalle Street, Chicago, IL 60602 ("Building").

Landlord and Tenant desire to confirm the Commencement Date of the Lease.

AGREEMENT

1) **Confirmation of Lease Commencement**: Landlord and Tenant confirm that the Commencement Date for Suite _____ is _____ (hereinafter "Commencement Date") and the Termination Date is _____ (hereinafter "Termination Date").

Notwithstanding that which is stated in the Lease, Tenant shall pay its Monthly Base Rent as follows:

__/__/____ – __/__/____ $_____ per month

__/__/____ – __/__/____ $_____ per month

__/__/____ – __/__/____ $_____ per month

__/__/____ – __/__/____ $_____ per month

2) **Acceptance of Premises**: Tenant covenants, acknowledges and agrees that it has inspected the Premises and agrees that except as set forth in a punchlist signed by Landlord and Tenant, Landlord has completed all of Landlord's Work in a good and workmanlike manner.

3) **Effect of Commencement Date Certificate**: Except as expressly amended by this Commencement Date Certificate, all the terms, covenants and conditions of the Lease remain in full force and effect.

Landlord and Tenant have executed this Commencement Date Certificate as of the date written above.

LANDLORD:

NORTH LASALLE FINANCIAL ASSOCIATES, LLC, a Delaware limited liability company

By: HMKNL SPE, LLC, a Delaware limited liability company, its managing member,

By: HMKNL Holdings LLC, a Delaware limited liability company, its sole member

By:_____
Printed Name:_____
Its:_____

Date:_____

TENANT:

_____,
a _____

By: _____
Printed Name: _____

Date:_____

Rider D
Form Estoppel

TENANT ESTOPPEL CERTIFICATE

The undersigned ("Tenant") hereby certifies to _____ ("Owner"), _____, and its successors and assigns ("Buyer"), _____, together with any and all other lenders providing mortgage or mezzanine financing to Buyer or its direct or indirect parent companies (each, a "Lender" and collectively, "Lenders"), the successors or assigns of each Lender, and any rating agency that assigns a rating to the loan made by any Lender or to the bonds or pass-through certificates issued against any loan made or held by any such Lender (each, a "Rating Agency") as follows:

1. Attached to this Tenant Estoppel Certificate as Exhibit 1 is an accurate and complete list of the lease and all amendments and modifications thereto and guaranties thereof (the "Lease") by which Tenant leases the space described therein (the "Premises"), which space is located in the building located at 2 North LaSalle Street, Chicago Illinois, 60602 (the "Building"), currently owned by _____ ("Landlord"). The Building, the land on which the Building is located and any other improvements located on such land are herein collectively referred to as the "Property".

2. The term of the Lease commenced on _____, and ends on _____, and the full gross rent is: *[check one]*

   - ___ now accruing monthly under the Lease in the amount of $ _____ for base rent plus operating expenses of $ _____, taxes of $ _____, and storage rent of $ _____subject to adjustment as set forth in the Lease.

   - ___ $ _____will begin to accrue on _____for Base Rent.

3. No monthly rent (excluding security deposits) has been paid more than thirty days in advance except as follows _____ (if none, please state "none"). No rent credits, free rental periods, concessions, offsets or reductions in rent are due Tenant under the Lease.

4. Landlord holds a security deposit of _____ (if none, please state "none") and a letter of credit in the amount of _____ (if none, please state "none") under the Lease.

5. Tenant has accepted possession of the Premises under the Lease, all the improvements and construction required to be performed by Landlord under the Lease have been completed to the satisfaction of Tenant (other than any latent defects of which Tenant is not aware), and no money is owed to Tenant for improvements other than _____(if none, please state "none").

6. The Lease is in full force and effect, has not been amended or modified (except for the amendments or modifications, if any, identified in Exhibit 1 attached to this Tenant Estoppel Certificate), and constitutes the entire agreement and only lease between Landlord and Tenant relating to the Premises.

7. Except as expressly set forth in the Lease, Tenant has not been granted any options to terminate the term of the Lease earlier than the expiration date noted above, nor any options and/or rights of first refusal to extend the term of the Lease or to lease any other space in the Property. Tenant does not have any outstanding options to purchase, or rights of first refusal or first offer to purchase, the Premises or any part of the Property. Tenant has no parking rights related to the Premises except as set forth in the Lease.

8. To Tenant's current actual knowledge, as of the date of this Tenant Estoppel Certificate, there is no breach or default by Landlord under the Lease. To Tenant's current actual knowledge, as of the date of this Tenant Estoppel Certificate, Tenant has no defense, claim or demand against Landlord, under the Lease or otherwise, which can be offset against rents or other charges due or to become due under the Lease.

9. Tenant is not currently in default under the Lease, and, to Tenant's current actual knowledge, there exist no circumstances that, with the giving of notice or the passage of time or both, would constitute a default by Tenant under the Lease.

10. Tenant has received no notice claiming violations of law with respect to the Premises or the Building.

11. Tenant has not assigned the Lease or subleased all or any part of the Premises thereunder other than by a document identified in Exhibit 1 attached hereto.

12. Tenant is not a debtor in any bankruptcy case or other insolvency proceeding relating to Tenant. To Tenant's current actual knowledge, any guarantor of the Lease ("Guarantor"), as of the date of this Tenant Estoppel Certificate is not a debtor in any bankruptcy case or other insolvency proceeding relating to Guarantor.

13. Tenant's current address for notices is: _____.

14. This Tenant Estoppel Certificate may be executed in counterparts, any of which may contain the signatures of less than all of the parties, and all of which shall be construed together as but a single instrument.

Notwithstanding anything contained in this Tenant Estoppel Certificate, nothing contained in this Tenant Estoppel Certificate shall constitute or be deemed to constitute an amendment, modification or waiver of any term or condition of the Lease or any right or remedy of Tenant thereunder. In the event of a conflict between the Lease and this Tenant Estoppel Certificate, the Lease shall control.

The foregoing information is accurate and complete. Tenant acknowledges that Buyer will rely on this Tenant Estoppel Certificate in acquiring a portion of the Building from the current owner and that any Lender, its successors and assigns, and any Rating Agency will rely on this Tenant Estoppel Certificate in connection with financing provided to Buyer and Tenant agrees that Buyer, any Lender, its successors and assigns, and any Rating Agency shall have the right to rely on this Tenant Estoppel Certificate in connection therewith.

NOTWITHSTANDING ANYTHING CONTAINED IN THIS TENANT ESTOPPEL CERTIFICATE, UNDER APPLICABLE PRINCIPLES OF ILLINOIS LAW AND PUBLIC POLICY, THE CITY OF CHICAGO CANNOT BE ESTOPPED BY THE MINISTERIAL ERRORS OF ITS EMPLOYEES. IN THE EVENT THAT THIS TENANT ESTOPPEL CERTIFICATE DOES NOT

CORRECTLY STATE ANY FACTUAL OR LEGAL MATTERS SET FORTH HEREIN, ANY SUCH INCORRECT STATEMENT SHALL NOT BE DEEMED TO BE AN AMENDMENT OR WAIVER OF ANY RIGHTS OR DEFENSES THAT THE CITY OF CHICAGO MAY HAVE UNDER THE LEASE OR ANY AMENDMENT TO THE LEASE AND THE ACTUAL TERMS AND PROVISIONS OF THE LEASE OR ANY AMENDMENT TO THE LEASE SHALL GOVERN AND CONTROL.

Dated: _____

TENANT: _____,
a _____

By: _____
Name:
Title:

Rider E

Additional Provisions

1. Economic Disclosure Statement Affidavit ("EDS") Updates. Throughout the Term, as may be amended from time to time, Landlord shall provide Tenant with any material updates to the information previously submitted in Landlord's Economic Disclosure Statement and Affidavit ("EDS"). Tenant may also request such updates from time to time. Failure to provide such information on a timely basis shall constitute a default under this Lease.

2. Conflict of Interest. No official or employee of the City of Chicago, nor any member of any board, commission or agency of the City of Chicago, shall have any financial interest (as defined in Chapter 2-156 of the Municipal Code of Chicago), either direct or indirect, in the Premises; nor shall any such official, employee, or member participate in making or in any way attempt to use his position to influence any City governmental decision or action with respect to this Lease.

3. Duty to Comply with Governmental Ethics Ordinance. Landlord shall comply with Chapter 2-156 of the Municipal Code of Chicago, "Governmental Ethics," including but not limited to section 2-156-120, which states that no payment, gratuity, or offer of employment shall be made in connection with any City of Chicago contract as an inducement for the award of that contract or order. Any contract negotiated, entered into, or performed in violation of any of the provisions of Chapter 2-156 shall be voidable in the sole discretion of the City of Chicago.

4. Business Relationships. Landlord acknowledges (A) receipt of a copy of Section 2-156-030 (b) of the Municipal Code of Chicago, (B) that it has read such provision and understands that pursuant to such Section 2-156-030 (b) it is illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected City official or employee has a "Business Relationship" (as defined in Section 2- 156-080 of the Municipal Code of Chicago), or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a Business Relationship, and (C) notwithstanding anything to the contrary contained in this Lease, that a violation of Section 2-156-030 (b) by an elected official, or any person acting at the direction of such official, with respect to any transaction contemplated by this Lease shall be grounds for termination of this Lease and the transactions contemplated hereby. Landlord hereby represents and warrants that no violation of Section 2-156-030 (b) has occurred with respect to this Lease or the transactions contemplated hereby.

5. Patriot Act Certification. Landlord represents and warrants that neither Landlord nor any Affiliate thereof (as defined in the next paragraph) is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the Bureau of Industry and Security of the U.S. Department of Commerce or their successors, or on any other list of persons or entities with which the City may not do business under any applicable law, rule, regulation, order or judgment, the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List.

As used in the above paragraph, an "Affiliate" shall be deemed to be a person or entity related to Landlord that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with Landlord, and a person or entity shall be deemed to be controlled by another person or entity, if controlled in any manner whatsoever that results in control in fact by that other person or entity (or that other person or entity and any persons or entities with whom that other person or entity

is acting jointly or in concert), whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

6. Prohibition on Certain Contributions-Mayoral Executive Order No. 2011-4. Landlord agrees that Landlord, any person or entity who directly or indirectly has an ownership or beneficial interest in Landlord of more than 7.5 percent ("Owners"), spouses and domestic partners of such Owners, Landlord's contractors (i.e., any person or entity in direct contractual privity with Landlord regarding the subject matter of this Lease) ("Contractors"), any person or entity who directly or indirectly has an ownership or beneficial interest in any Contractor of more than 7.5 percent ("Sub-owners") and spouses and domestic partners of such Sub-owners (Landlord and all the other preceding classes of persons and entities are together, the "Identified Parties"), shall not make a contribution of any amount to the Mayor of the City of Chicago (the "Mayor") or to his political fundraising committee (i) after execution of this Lease by Landlord, (ii) while this Lease or any Other Contract is executory, (iii) during the Term of this Lease or any Other Contract between Landlord and the City, or (iv) during any period while an extension of this Lease or any Other Contract is being sought or negotiated. This provision shall not apply to contributions made prior to May 16, 2011, the effective date of Executive Order 2011-4.

Landlord represents and warrants that from the date Tenant approached Landlord or the date Landlord approached Tenant, as applicable, regarding the formulation of this Lease, no Identified Parties have made a contribution of any amount to the Mayor or to his political fundraising committee.

Landlord agrees that it shall not: (a) coerce, compel or intimidate its employees to make a contribution of any amount to the Mayor or to the Mayor's political fundraising committee; (b) reimburse its employees for a contribution of any amount made to the Mayor or to the Mayor's political fundraising committee; or (c) bundle or solicit others to bundle contributions to the Mayor or to his political fundraising committee.

Landlord agrees that the Identified Parties must not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order No. 2011-4 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order No. 2011-4.

Notwithstanding anything to the contrary contained herein, Landlord agrees that a violation of, non-compliance with, misrepresentation with respect to, or breach of any covenant or warranty under this provision or violation of Mayoral Executive Order No. 2011-4 constitutes a breach and default under this Lease, and under any Other Contract for which no opportunity to cure will be granted, unless the City, in its sole discretion, elects to grant such an opportunity to cure. Such breach and default entitles the City to all remedies (including, without limitation, termination for default) under this Lease, under any Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

If Landlord intentionally violates this provision or Mayoral Executive Order No. 2011-4 prior to the execution of this Lease, the City may elect to decline to lease the Premises from Landlord or to terminate the Lease after execution.

For purposes of this provision:

"Bundle" means to collect contributions from more than one source which are then delivered by one person to the Mayor or to his political fundraising committee.

"Other Contract" means any other agreement with the City of Chicago to which Landlord is a party that is (i) formed under the authority of chapter 2-92 of the Municipal Code of Chicago; (ii) entered

into for the purchase or lease of real or personal property; or (iii) for materials, supplies, equipment or services which are approved or authorized by the City Council of the City of Chicago.

"Contribution" means a "political contribution" as defined in Chapter 2-156 of the Municipal Code of Chicago, as amended.

Individuals are "Domestic Partners" if they satisfy the following criteria:

(A) they are each other's sole domestic partner, responsible for each other's common welfare; and
(B) neither party is married; and
(C) the partners are not related by blood closer than would bar marriage in the State of Illinois; and
(D) each partner is at least 18 years of age, and the partners are the same sex, and the partners reside at the same residence; and
(E) two of the following four conditions exist for the partners:
    1. The partners have been residing together for at least 12 months.
    2. The partners have common or joint ownership of a residence.
    3. The partners have at least two of the following arrangements:
        a. joint ownership of a motor vehicle;
        b. a joint credit account;
        c. a joint checking account;
        d. a lease for a residence identifying both domestic partners as tenants.
    4. Each partner identifies the other partner as a primary beneficiary in a will.

"Political fundraising committee" means a "political fundraising committee" as defined in Chapter 2-156 of the Municipal Code of Chicago, as amended.

7. Waste Ordinance Provisions. In accordance with Section 11-4-1600(e) of the Municipal Code of Chicago, Landlord warrants and represents that it, and to the best of its knowledge, its contractors and subcontractors, have not violated and are not in violation of any provisions of Section 7-28 or Section 11-4 of the Municipal Code (the "Waste Sections"). During the period while this Lease is executory, Landlord's, any general contractor's or any subcontractor's violation of the Waste Sections, whether or not relating to the performance of this Lease, constitutes a breach of and an event of default under this Lease, for which the opportunity to cure, if curable, will be granted only at the sole designation of the Commissioner of the Department of Planning and Development. Such breach and default entitles the City to all remedies under the Lease, at law or in equity. This section does not limit Landlord's, general contractor's and its subcontractors' duty to comply with all applicable federal, state, county and municipal laws, statutes, ordinances and executive orders, in effect now or later, and whether or not they appear in this Lease. Non-compliance with these terms and conditions may be used by the City as grounds for the termination of this Lease, and may further affect Landlord's eligibility for future contract awards.

8. Failure to Maintain Eligibility to do Business with City. Failure by Landlord or any controlling person (as defined in Section 1-23-010 of the Municipal Code of Chicago) thereof to maintain eligibility to do business with the City of Chicago as required by Section 1-23-030 of the Municipal Code of Chicago for more than ten (10) days after notice shall be grounds for termination of this Lease and the transactions contemplated thereby. Landlord shall at all times comply with Section 2-154-020 of the Municipal Code of Chicago.

9. Cooperation with Inspector General. It is the duty of every officer, employee, department, agency, contractor, subcontractor, user of real property and licensee of the City, and every applicant for certification of eligibility for a City contract or program, to cooperate with the City's Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Municipal Code of Chicago. Landlord understands and will abide by all provisions of Chapter 2-56 of the Municipal Code of Chicago.

10. 2014 Hiring Plan Prohibitions.

a. The City is subject to the June 16, 2014 "City of Chicago Hiring Plan", as amended (the "2014 City Hiring Plan") entered in Shakman v. Democratic Organization of Cook County, Case No 69 C 2145 (United States District Court for the Northern District of Illinois). Among other things, the 2014 City Hiring Plan prohibits the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.

b. Landlord is aware that City policy prohibits City employees from directing any individual to apply for a position with Landlord, either as an employee or as a subcontractor, and from directing Landlord to hire any individual as an employee or as a subcontractor. Accordingly, Landlord must follow its own hiring and contracting procedures, without being influenced by the City or City employees. Any and all personnel provided by Landlord under this Lease are employees or subcontractors of Landlord, not employees of the City of Chicago. This Lease is not intended to and does not constitute, create, give rise to, or otherwise recognize an employer-employee relationship of any kind between the City and any personnel provided by Landlord.

c. Landlord will not condition, base, or knowingly prejudice or affect any term or aspect to the employment of any personnel provided under this Lease, or offer employment to any individual to provide services under this Lease, based upon or because of any political reason or factor, including, without limitation, any individual's political affiliation, membership in a political organization or party, political support or activity, political financial contributions, promises of such political support, activity or financial contributions, or such individual's political sponsorship or recommendation. For purposes of this Lease, a political organization or party is an identifiable group or entity that has as its primary purpose the support of or opposition to candidates for elected public office. Individual political activities are the activities of individual persons in support of or in opposition to political organizations or parties or candidates for elected public office.

d. In the event of any communication to Landlord by a City employee or City official in violation of paragraph b. above, or advocating a violation of paragraph c. above, Landlord will, as soon as is reasonably practicable, report such communication to the Hiring Oversight Section of the City's Office of the Inspector General ("OIG Hiring Oversight"), and also to the head of the relevant City department utilizing services provided under this Lease. Landlord will also cooperate with any inquiries by OIG Hiring Oversight.

11. OFAC Compliance. Landlord represents and warrants that neither Landlord nor any Affiliate (as defined below) thereof is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the Bureau of Industry and Security of the U.S. Department of Commerce or their successors, or on any other list of persons or entities with which Tenant may not do business under any applicable Laws: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List.

For purposes of this Section 10, "Affiliate(s)" when used to indicate a relationship with a specified person or entity, means a person or entity that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with such specified person or entity, and a person or

entity shall be deemed to be controlled by another person or entity, if controlled in any manner whatsoever that results in control in fact by that other person or entity (or that other person or entity and any persons or entities with whom that other person or entity is acting jointly or in concert), whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

12. Green Cleaning Requirements.

a. **SECTION 1: SCOPE**

Landlord will provide green cleaning services for Tenant's space in conformance with this Exhibit. The goal of green cleaning is to reduce the exposure of Tenant's occupants and Landlord's maintenance personnel to potentially hazardous chemical, biological and particle contaminants, which adversely impact air quality, health, building finishes, building systems and the environment.

b. **SECTION 2: CLEANING PRODUCTS**

Cleaning products and materials, including hard-floor and carpet-care products, used to clean Tenant's space shall, whenever possible, meet the requirements below. These requirements are based off of LEED EBOM v4 but do allow for additional criteria, as noted below.

Product types subject to these requirements include, but are not limited to, bio-enzymatic cleaners, hard-floor cleaners, carpet cleaners, general-purpose cleaners, specialty cleaners, odor control, disinfectants, metal polish, floor finishes, strippers, disposable janitorial paper products and trash bags, and hand soaps. In general, the use of multi-attribute certifications, when available, is preferred over single-attribute certifications.

Green Cleaning, Purchase **of Sustainable Cleaning Products and Materials Criteria:**
All general-purpose, bathroom, glass and carpet cleaner use for industrial and institutional purposes, carpet and upholstery care, hard-surface cleaners, cleaning and degreasing compounds, metal polish, floor finishes, strippers or any other products as applicable must meet one or more of the following standards for the appropriate category:

- Green Seal
- EcoLogo
- EPA Safer Choice
- Others as approved by EHS

- Disinfectants, must meet the following standards:
  - Disinfectants with antimicrobial properties should only be used when deemed necessary for a specific cleaning task. When not deemed necessary, a non-antimicrobial product must be used.
  - Disinfectants, including antimicrobial mold and mildew cleaners, and non-food contact surface sanitizers, shall be EPA FIFRA-registered.
  - The use of disinfectants and non-food contact sanitizers that only contain the following active ingredients shall be prioritized:
    - Hydrogen peroxide or accelerated hydrogen peroxide
    - Citric acid
    - Lactic acid
    - Caprylic acid
    - Silver

- Recommended products included in the Safer Products and Practices for Disinfecting and Sanitizing Surfaces guide prepared by SF Environment and Responsible Purchasing Network should be used when applicable.

- Specialty cleaners, such as but not limited to, metal and furniture polish, graffiti and gum removers, and lime and scale removers shall meet the above standards or not contain volatile organic compounds (VOCs) in concentrations that exceed the levels required by the California Air Resources Board's (CARB) Regulation for Reducing Emissions from Consumer Products for the specific product category according to the most current version of the CARB regulations in effect at the time of purchase.

- Cleaning devices that use only ionized water or electrolyzed water and have third-party-verified performance data equivalent to the other standards mentioned above (if the device is marketed for antimicrobial cleaning, performance data must demonstrate antimicrobial performance comparable to EPA Office of Pollution Prevention and Toxics and Safer Choice Standard requirements, as appropriate for use patterns and marketing claims) are preferred to and can be used in lieu of chemical cleaning products.

- Disposable janitorial paper products and trash bags meet the minimum requirements of one or more of the following programs for the applicable product category:
  - U.S. EPA Comprehensive Procurement Guidelines (CPG) for Janitorial Paper and also processed chlorine free
  - U.S. EPA CPG for Plastic Trash Can Liners
  - Green Seal
  - Eco Logo
  - Janitorial paper products derived from rapidly renewable resources or made from tree-free fibers
  - FSC certification, for fiber procurement
  - California integrated waste management requirements, for plastic trash can liners (California Code of Regulations Title 14, Chapter 4, Article 5, or SABRC 42290-42297 Recycled Content Plastic Trash Bag Program)
  - Others as approved by Tenant

- Hand soaps must contain no antimicrobial agents (other than as a preservative) except where required by health codes and other regulations (i.e., food service and health care requirements) and must meet one or more of the following standards for the appropriate category:
  - Green Seal
  - EcoLogo
  - EPA Safer Choice
  - Others as approved by Tenant

- If a product is not available with the above certifications, the following standards may also be considered:
  - EPA BioPreferred
  - Others as approved by Tenant

In addition, floor coating products will preferentially be free of metals such as zinc.

All cleaning agents used will be of a quality acceptable to Tenant and appropriate for the surface being cleaned. No abrasive cleaner or pads will be used on marble, glass, plastic, painted, chrome, stainless steel, aluminum, wood, or porcelain surfaces.

Exceptions
If the sustainable version of a material or supply is not available in a reasonable period of time, fails to meet performance standards, excludes adequate competition, or is only available at unreasonable prices, then alternative materials or supplies may be considered and approved on a case-by-case basis. All non-conforming products must be approved by Tenant prior to use.

Recordkeeping
Thirty days prior to occupancy, Landlord must submit to Tenant for approval a list of all products that will be used to clean Tenant's space as well as documentation to Tenant indicating the required certification prior to using a product. Examples of acceptable documentation include verification from the certification organization's website; specification sheets, cut sheets or actual labels from product containers demonstrating that the cleaning products in use are certified; or independent third- party validation that the products meet the above criteria. All product documentation must also be maintained at the job site at all times. If requested, Landlord will also be required to submit ongoing progress reports tracking and documenting compliance on at least a quarterly basis.

c. **SECTION 3: CLEANING EQUIPMENT**

At least 40% of applicable existing cleaning equipment and 100% of new equipment purchased after the Lease Effective Date used to clean Tenant's space, including those supplied and used by a Contractor, shall comply with the criteria listed below. The percentage of all equipment that meets the criteria, based on number of pieces of equipment, shall be tracked by the entity which owns or leases the equipment.

Equipment Criteria
All powered equipment must have the following features:

- Vacuum cleaners meet the requirements of the Carpet and Rug Institute Seal of Approval/"Green Label" Testing Program, are capable of capturing 99% of particulates 0.3 microns in size and shall operate with a sound level less than or equal to 70dBA.
- Carpet extraction equipment for restorative, deep cleaning is certified by the Carpet and Rug Institute's "Seal of Approval" Testing Program for deep-cleaning extractors.
- Powered floor equipment—e.g., electric and battery-powered floor buffers and burnishers—is equipped with vacuums, guards and/or other devices for capturing fine particulates, and operates with a sound level less than or equal to 70dBA.
- Propane-powered floor equipment has high-efficiency, low-emission engines with catalytic converters and mufflers that meet California Air Resources Board (CARB) or Environmental Protection Agency (EPA) standards for the specific engine size, and operate with a sound level of less than or equal to 90dBA.
- Automated scrubbing machines are equipped with variable-speed feed pumps and onboard chemical metering to optimize the use of cleaning fluids. Alternatively, the scrubbing machines use only tap water with no added cleaning products.
- Battery-powered equipment is equipped with environmentally preferable gel batteries.
- Powered equipment is ergonomically designed to minimize vibration, noise and user fatigue.
- Equipment is designed with safeguards, such as rollers or rubber bumpers, to reduce potential damage to building surfaces.

Use

- Manual-powered equipment and cleaning strategies will be used whenever possible and practicable to reduce the energy and water used by powered equipment and typical cleaning strategies.
- Cold water will be used instead of hot water whenever possible and practicable.

Recordkeeping

A log shall be kept for all powered cleaning equipment to document the date of purchase and all repair and maintenance activities, including the changing of filters.

Thirty days prior to occupancy, Landlord must provide to Tenant a list of all equipment to be used and documentation of their compliance with the above requirements (such as cut sheets) for approval prior to use. When cleaning equipment replacement is necessary, acquisition dates and supporting documentation shall be retained to demonstrate that all newly acquired equipment complies with the specifications. If requested, Landlord will also be required to submit ongoing progress reports tracking and documenting compliance on at least a quarterly basis.

d. **SECTION 4: HARD-FLOOR AND CARPET MAINTENANCE**

Floor-care maintenance shall consistently be performed according to written protocols, without exception, and designed to use few, or no, harmful chemicals; remove and eliminate irritating dust, dirt and other contaminants; and protect and preserve floors. Quality control checks should be used by Landlord to ensure 100% adoption of the following hard-floor and carpet maintenance practices, as applicable to Tenant's space.

- To minimize chemical use, the frequency of stripping or removing coatings within Tenant's space will be reduced to as needed, but no more than twice per year and is able to maximize the floor's longevity, thereby conserving cleaning and floor restoration materials and minimizing occupants' exposure to harmful chemicals.
- If requested by Tenant, a log shall be maintained, which details the number of coats of floor finish being applied as the base and other applications (top coat), along with all relevant maintenance/restoration practices and the dates and duration of these activities.
- Daily, floors are mopped and carpets are vacuumed. All hard surfaces are dry mopped or damp mopped and vacuumed.
- The carpet cleaning process utilizes minimal amounts of water.
- Once per month, the carpets will be inspected for stains and other damages. If feasible, the necessary areas will be spot cleaned with sustainable carpet cleaning materials. If damaged, carpet tiles will be replaced. When carpet extraction equipment must be used, methods to reduce chemical usage will be implemented.
- The filters in vacuums and other applicable equipment will be changed frequently to enable air flow and reduce the energy consumption of the equipment.

e. **SECTION 5: HAND HYGIENE**

The following protocols promoting hand hygiene shall be wholly adopted. Quality control checks shall be used by Landlord to ensure 100% adoption.

- All restroom facilities, including those in guest rooms, public areas and back-of-house spaces shall include appropriate hand soaps. (See Section 2)

- Also located in selected facility are hand sanitizer dispensers for visitors and other building occupants to use.
- When available and practicable, restrooms will be equipped with hands-free soap dispensers, faucets, hand dryers, and towel dispensers.

f. **SECTION 6: HANDLING AND STORAGE OF CLEANING CHEMICALS**

Protocols governing safe handling and storage of cleaning chemicals shall be wholly adopted. Quality control checks will be used by Landlord to ensure 100% adoption.

Storage
- Cleaning chemicals, including disinfectants, may not be stored in Tenant's space.

Spills
- Spills will be cleaned and handled by Landlord's Cleaning Contractor according to the manufacturer's safety data sheets provided by the manufacturer.
- All spills will be handled carefully. If the spill occurs in an area to which Tenant has access to and there is any safety concern, the area will be roped off and building occupants will be informed to stay clear of the area until it is cleaned up. If this occurs, Tenant must be notified immediately.

Safety Data Sheets (SDSs)
- Landlord's Cleaning Contractor is required to provide accurate SDSs in the building for all chemicals they supply and use in Tenant's space, filed as close as possible to the chemical storage area.
- The cleaning chemical supplier maintains a toll-free hotline that can be called in the event of spills or accidents to access safety data and protocols.

g. **SECTION 7: STAFFING AND TRAINING**

All cleaning personnel shall receive regular training, including environmental health safety training, by their employer. If requested, Landlord must supply evidence of training annually.

13. Integrated Pest Management Requirements.

a. **SECTION 1: SCOPE**

Landlord will provide integrated pest management services for Tenant in conformance with this exhibit. These requirements cover Tenant's space and the building's associated grounds when/as applicable. The goals of these requirements are to employ best management practices emphasizing mechanical, biological, physical, natural, and cultural controls; encourage occupant behavior and other options that discourage pest infestations; eliminate the use of all pesticides to the greatest possible extent; minimize the impact of site management practices on the local ecosystem; and reduce the exposure of occupants, staff and maintenance personnel to potentially hazardous chemical, biological and particle contaminants.

b. **SECTION 2: REPORTING REQUIREMENTS**

Thirty days prior to occupancy, Landlord must submit to Tenant for approval sufficient documentation to show conformance with these requirements, such as a copy of the pest control

contract committing to these best practices, as well as a list of pesticides most likely to be used and their Tier designation.

Upon pest sighting, the following steps will be followed:

1. Pest sightings will be reported by Tenant to Landlord as soon as possible.
2. Landlord will log the sighting in a log book and contact their Pest Control Contractor.
3. The Pest Control Contractor will sign the log book acknowledging he/she is aware of the sighting and report appropriate treatment.

The Pest Control Contractor will investigate and evaluate all reported sightings and take the appropriate course of action. Tenant may follow-up on the initial sighting with Landlord to determine what corrective actions were taken.

c. **SECTION 3: IPM STRATEGIES AND PRACTICES**

Landlord's Pest Control Contractor will follow the below strategies and methods.

Integrated Methods
Integrated methods that make use of monitoring and non-toxic preventative measures (e.g., site inspection and maintenance, cultural controls, pest inspection and population monitoring) will be used to proactively manage and minimize pest issues. Where cultural changes to occupant behavior, exclusionary measures, sanitation and cleanliness, and physical alterations to the building are deemed prudent and effective for interior pest management, the Pest Control Contractor or Landlord shall make recommendations in writing to Tenant for referral to appropriate facility personnel for further action.

In the event that monitoring activities and observation reveal a need for the use of pest controls, appropriate control options will be evaluated and the least-toxic option likely to be effective will be employed. Least-toxic options include traps, physical removal, and least-toxic pesticides as defined below.

Least-toxic Pesticides
If integrated pest control measures are unable to resolve the problem, least toxic pesticides will be used prior to resorting to the use of non-least toxic pesticides.

- Least toxic pesticides include any pesticide product for which all active ingredients and known inert ingredients meet the least toxic Tier III hazard criteria under the San Francisco Hazard Review Process (http://sfenvironment.org/article/residents/leasttoxic-pesticides-for-green-buildings).
- Non-least toxic products will only be approved if the least toxic products pose an unreasonable financial burden or another product is deemed more effective and poses minimal risk, and then only with proper documentation and as a last resort when other non-pesticide least-toxic options have failed.
- Products that are not regulated as pesticides by the EPA because they primarily contain low-risk ingredients, such as garlic oil, may also be considered least toxic options, even if they are not listed as Tier 3 by San Francisco.
- Equivalent pesticide products with the same active ingredient(s) and concentration(s) as Tier 3 products may be substituted provided that Landlord or Pest Control contractor supplies Tenant with appropriate documentation, including the Material Safety Data Sheet (MSDS) and pesticide product label, prior to application.

- Non-rodent pesticides that exceed the Tier 3 criteria are considered least toxic if they are used in self-contained baits and placed in locations that are inaccessible to occupants. Rodent baits are not considered least toxic under any circumstances.
- In the event that a product not considered a least-toxic pesticide is deemed prudent by the pesticide applicator, approval must first be sought from Tenant before any application will be permitted, except in the case of emergencies as defined below.

Emergency Conditions
In the event of an emergency, pesticides not meeting the least-toxic pesticide definition may be applied without complying with the earlier stipulations for use of integrated methods and least-toxic controls. Emergencies are defined as infestations posing a threat to the safety or wellbeing of human occupants, or when there is a possibility of immediate severe catastrophic damage to landscape plants or wildlife. Emergency applications of pesticides must be approved by Tenant prior to application.

Universal Notification
Tenant has adopted a universal notification system if a pesticide, other than a least-toxic pesticide as defined above, must be applied on a site. This strategy requires Landlord to notify building occupants at least 48 hours in advance of a pesticide application under normal circumstances and no more than 24 hours after an emergency application through posted signs or other means of reaching 100 percent of occupants. This notification system enables occupants and staff, and especially high-risk occupants such as children, pregnant women and the elderly, to modify their plans based on pesticide use at the building. If signs are posted, they must be placed at every building entrance open to the public as well as those used by staff.

Notification must include the following:
- Pesticide product name
- Active ingredient
- Product label signal word (e.g., "caution", "danger")
- Time and location of application
- Contact information for persons seeking more information

Record Requirements for Pesticide Applications
Recordkeeping is required to demonstrate ongoing compliance with these requirements. All applications of pesticides (include least-toxic options) shall be logged. The pesticide application log shall include the following information:
- Universal Notification to Occupants
    - Date
    - Time
    - Method
- Pesticide Application Date and Time
- Application Manager
- Location
- Target Pest
- Pesticide Trade Name
- Pesticide Active Ingredient
- EPA Registration Number
- Least-toxic status (Y/N)

Cleaning Products
In the event that cleaning products are used as a component of IPM, they shall conform to the Lease's Green Cleaning Requirements (Exhibit y).

Legal Obligations
In addition to the above-stated guidelines, all Pest Control Contractors shall adhere to applicable local, state, and federal laws regarding health, safety, use, and storage of pesticides. Pest Control Contractors shall adhere to all provisions of their contract agreement in addition to the guidelines and recommendations outlined in this Plan.

IPM Best Practices
Environmental best practices related to pest control, as outlined in the table below, shall be observed at all times, and incorporated into vendor contracts, Standard Operating Procedures (SOP), and policies as appropriate and applicable to Tenant's space. "Chemical" as used below refers to any chemical pesticide product that is utilized in the prevention or treatment of pest infestations. Final determination of a product as a chemical is reserved exclusively to Tenant.

CHEMICAL PREPARATION AND HANDLING PRACTICES	
Choosing Chemicals	▪ Identify which chemicals are being used and the exact problems they are intended to resolve. The more that is known about the problem, the less chance there is of making a mistake. The words organic, natural and biodegradable in this context do not guarantee that they are safe. Chemicals should only be used a last resort in the treatment of pests. ▪ Use the City of San Francisco's Pesticide Hazard Screening List as a guide to determine if chemicals used on-site are considered Tier 3 (least-toxic) and exempt from universal notification. ▪ Chemicals not listed in the City of San Francisco's Pesticide Hazard Screening List that meet the Tier 3 criteria may also be considered least toxic, however the responsible parties should be prepared to demonstrate equivalency between the products used and the cited standard. ▪ Chemicals that do not meet the Tier 3 criteria are prohibited from use on site unless all other reasonable treatment measures have failed and explicit permission for their use is obtained from Tenant sufficiently in advanced to comply with the universal notification requirements, OR, unless emergency conditions exist in which case permission for their use may be granted immediately.
Mixing Chemicals	▪ Pest Control Contractors shall pre-mix any chemicals needed before arrival. ▪ Accurate measurements must be made during both mixing and application phases. Use the most suitable chemical, in the minimum necessary amount, to achieve the desired results. ▪ Only the appropriate quantity of chemical necessary to complete the job may be removed from a container for immediate mixing and use. ▪ Unused chemicals must be properly removed and stored off site.
Health Precautions	▪ Any Pest Control Contractor's personnel handling or mixing chemicals must be properly trained and certified, where required by law, in the use of any necessary or specialized equipment as well as personal protective equipment. ▪ Proper health surveillance must be available to all those working with chemicals.
Chemical Transport	▪ All chemical containers transported to or from the facility by the Pest Control Contractor must comply with the instructions listed on the product label and all applicable Federal, state, and local laws and regulations governing transportation. ▪ Do not transport chemicals in vehicles used for carrying people or food.

CHEMICAL STORAGE PRACTICES	
Storage Areas	▪ Pest Control contractors are not permitted to store any chemicals in Tenant's space. ▪ Storage areas off site are the responsibility of the Pest Control Contractor.
Labels and Product Information	▪ All chemicals used onsite must be clearly labeled and the manufacturer's product label, instructions for use and MSDS sheet must be readily available. ▪ Chemicals must never be placed in unmarked containers.
Health & Safety	▪ Chemical safety precautions, personnel protective equipment, and first-aid provisions must be adhered to by the Pest Control Contractor's technicians. ▪ Emergency telephone numbers must be readily available to the vendor's technician. These numbers and other emergency facilities must be checked and updated as necessary.

CHEMICAL APPLICATION PRACTICES	
User Qualifications	▪ If a chemical pesticide application is under consideration, the Pest Control Contractor or responsible for the application or Landlord shall communicate with Tenant to determine the best product and obtain approval for the application. ▪ A state certified pest control applicator must supervise and control the preparation and use of all chemical pesticide applications. ▪ Landlord must be notify all building occupants, in accordance with the requirements of this Plan, anytime chemicals are applied to the building or grounds, unless such notification is otherwise exempted.
Species Considerations	▪ Time the chemical treatment to coincide with the presence of the pest. Preventative calendar based chemical treatments are not consistent with an IPM approach, and are prohibited. ▪ Use a selective chemical that has the least effect on non-target species and treat only the area affected.
User Safety	▪ Chemical pesticides must be applied according to all label directions, as well as any additional guidance issued by the Illinois Department of Public Health (interior pest control) or Illinois Department of Agriculture (exterior pest control). ▪ Applicators must comply with local, state, and federal regulations pertaining to pesticide applications, and shall observe all safety precautions during performance of their duties. ▪ Pest Control Contractor will determine and provide any additional personal protective equipment required to ensure safety of the applicator. Protective clothing, equipment, and devices shall, at a minimum, conform to Occupational Safety and Health Administration (OSHA) or National Institute of Occupational Safety and Health (NIOSH) standards for the product(s) being used. ▪ Applicators must wear protective clothing, change clothing as necessary, and wash thoroughly with soap and water after applying chemicals pesticides. ▪ Eating, drinking and smoking are prohibited when using or handling chemicals ▪ Anyone handling toxic chemicals that pose a potential health or safety hazard must be accompanied by at least one other person into the work area, and the work area should be well-ventilated at all times. ▪ Users must be familiar with the potential health effects of the chemicals they are using, and how the chemicals may enter the body (exposure routes). ▪ Users must be aware of the signs and symptoms of acute poisoning related to chemicals they are using. They must stop work if they are feeling ill and seek medical immediate medical advice.

CHEMICAL APPLICATION PRACTICES	
Limited Access	▪ When chemical spraying is the method of application, the area of application must be clearly marked and unnecessary access prevented while spraying is in progress. ▪ Control the reentry of people into the treated area according to label instructions.
Equipment	▪ Equipment must be frequently checked and properly maintained by the vendor, both for health and safety reasons and to minimize spray drift.
Weather/Time Restrictions	▪ Outside spraying must not be carried out in unsuitable weather. Anyone operating sprayers must have access to a wind-speed meter and only spray when the wind speed is negligible. ▪ Hours of work must be controlled so that building occupants are not exposed.

CHEMICAL DISPOSAL PRACTICES BY VENDOR	
General Guidelines	▪ Onsite chemical disposal is prohibited. ▪ Pest Control Contractors must remove their chemicals from the site for proper disposal. ▪ Always follow the manufacturer's and/or supplier's instructions even when disposing of empty containers. ▪ Chemical wastes should never be combined with any general building waste.
Containers/ Labels	▪ Never transfer chemicals to unlabeled or mislabeled containers. Keep them in clearly labeled containers even when disposing them. ▪ Do not reuse chemical containers. ▪ Puncture containers after they have been used to prevent reuse.
Disposal	▪ Pest Control Contractors must dispose of all waste at a facility properly permitted to accept the waste in accordance with all applicable municipal, county, state, federal or other statues, laws.

BASIC VEGETATION PEST CONTROL PRACTICES	
Maintenance	▪ Keep the building grounds well-maintained at all times. ▪ Maintenance personnel shall apply mulch to plant beds, warding off weeds and other pests.
Plantings	▪ Plant at the right time and in the right places. Seedlings must not be planted too early, nor located in unsuitable conditions. ▪ Avoid monocultures by mixing plant species in planters and gardens. ▪ Maintain shrubs at least 18 inches from building. ▪ Maintain tree plantings at least 5-10 feet from building.
Manual Controls	▪ Landscape shall be hand weeded and chemical control shall be kept to a minimum. This measure prevents human and environmental exposure to hazardous chemicals.
Chemical Controls	▪ All chemicals controls and applications will conform to the requirements of the building's IPM plan. ▪ Only least-toxic pesticides as defined by the City of San Francisco's Pesticide Hazard Screening List are approved for use onsite, unless emergency conditions exist or other reasonable control efforts have failed. ▪ Chemicals not meeting the criteria for least-toxic pesticide must be approved by Tenant prior to use.
Inspection Schedule and Location	▪ The landscape contractor, if applicable, shall visit the site at regular intervals to monitor and inform Landlord of any pest activity.

BASIC IPM PRACTICES	
Site/Building Cleanliness	▪ Keep garbage containers clean, free of odors and covered at all times. Sanitation measures reduce habitat and food sources for pests. ▪ Keep areas around garbage containers free of spillage or garbage to prevent the collection of trash or debris on the ground around or underneath the containers. ▪ Keep grounds free of high weeds, trash, old equipment and debris, as these conditions create ideal harborage for rodents. ▪ Seal pipe penetrations and openings in building façade. ▪ Remove or replace aging, broken, or missing garbage and recycling receptacles. ▪ Ensure collection frequency of garbage and recycling is sufficient to prevent spill over.
Structural Integrity	▪ Maintain the building exterior in good repair with no holes or openings larger than ¼ inch including, but is not limited to, windows, doors, fans, vents, etc. Structural repairs prevent pests from entering the building. ▪ Address any deficiencies in the building exterior with corrective measures, i.e., cementing, screening, caulking, installing stripping on door bases, etc. ▪ Maintain door sweeps on all applicable doors to produce a good seal to the ground.
Inspection Schedule and Location	▪ Visual inspections shall be performed at least 1 time per month, with treatment if necessary. ▪ After each visit, the Pest Control Contractor shall provide a printed service report that includes written observations, recommendations and details of IPM activities for Landlord to review and refer to the appropriate facility personnel. Landlord shall provide these reports to Tenant upon request.

SPECIES-SPECIFIC ANIMAL CONTROL STRATEGIES	
Ants	▪ All food handling areas should be cleaned frequently and food should be stored in sealed containers or in the refrigerator or freezer. ▪ Prune branches close to the building and when practical, remove structures (such as fences) that might create a bridge for the ants to cross. ▪ Emergency treatment may be used if there are ten or more reported cases or complaints of ants within a two day period.
Bed Bugs	▪ Bed bugs are extremely difficult to eliminate without a coordinated and intensive intervention. If a bed bug infestation is suspected, the tenants or Landlord shall report the sighting to the Pest Control Contractor immediately. ▪ Emergency treatment may be used if the presence of bed bugs is confirmed in the building.
Caterpillars	▪ Bacterial insecticides derived from natural ingredients are available to control caterpillars. ▪ If the pests pose a threat to occupants' health, emergency treatment may be sought. Otherwise, regular treatment will be performed.
Cockroaches	▪ Cockroaches contaminate food with their excrement and secrete and unpleasant odor that can permeate the indoor environment. ▪ There are five main species of cockroaches and effective control depends on identifying them correctly. ▪ Integrated pest management measures for controlling cockroaches include effective hygiene and exclusion practices. ▪ All food handling areas should be cleaned frequently. ▪ Remove cardboard boxes from the building to limit cockroach access to shelter.

SPECIES-SPECIFIC ANIMAL CONTROL STRATEGIES	
	▪ Clean drains and traps regularly to minimize infestations. ▪ Where cockroach infestations are confirmed, ongoing control efforts are necessary on a regular basis because of the mobility, reproduction, longevity, and behavior of cockroaches. This may include vacuum clean outs, traps, bait stations, and chemical controls. ▪ Only an approved Pest Control Contractor may apply chemical controls. ▪ Emergency treatment may be used if the presence of cockroaches is confirmed in two different spaces within the building OR if the presence of a large population of cockroaches is confirmed in one space in the building.
Dust Mites	▪ Fabrics and carpets attract and generate dust and dust mites. To keep dust mites at bay, keep building well-ventilated and dry. ▪ Vacuum carpets frequently and wash fabrics often. If the pests pose a threat to occupants' health, emergency treatment may be sought. Otherwise, regular treatment will be performed.
Flies	▪ Flies reproduce more readily in waste and manure, which is where control should begin. In warm weather conditions, the reproduction cycle – from egg, to larva, to pupa, to adult winged fly – requires approximately one week. ▪ Collection of wastes and recycling should be carried out daily. ▪ Keep refuse areas and kitchens clean to avoid providing flies with breeding grounds. ▪ Ensure dustbin lids fit tightly and the interiors of bins are cleaned regularly to keep surfaces free of food material. ▪ Use fine mesh window and door screens as a barrier against entry by any flying insect. ▪ If the pests pose a threat to occupants' health, emergency treatment may be sought. Otherwise, regular treatment will be performed.
Mosquitoes	▪ The best control method for mosquitoes is to eradicate their habitat. ▪ Because they like moisture and lay their eggs in standing water, it is important not to leave flower pots, buckets, plastic sheeting or other open containers outside collecting water. Ensure that any rainwater collectors are fitted with lids. ▪ Clear debris from gutters and drains to ensure there is no standing water after rain and drain unused pools or fountains so that the water cannot become stagnant. ▪ Drain or fill depressions, mud flats, and other areas that might hold water. ▪ Repair leaking taps and air-conditioning units so that puddles cannot form and ensure that sewage systems are properly maintained and in good working order. ▪ Avoid over-irrigation of the landscape, and keep plants well maintained. ▪ To prevent mosquitoes from coming indoors, fit fine-mesh screens to doors and windows. ▪ If the pests pose a threat to occupants' health, emergency treatment may be sought. Otherwise, regular treatment will be performed.
Rodents	▪ Tenant will notify Landlord whenever rodents are sighted inside or outside the building. Landlord will contact the Pest Control Contractor and the Chicago Department of Streets & Sanitation (as applicable) to determine the appropriate course of action.
Slugs and Snails	▪ There are various non-chemical solutions to eliminated slugs and snails, including putting salt or sharp shingle around vulnerable plants, drowning them in beer or simply throwing them over a fence. Elemental copper bands also repel snails and slugs. ▪ If the pests pose a threat to occupants' health, emergency treatment may be sought.

SPECIES-SPECIFIC ANIMAL CONTROL STRATEGIES	
	Otherwise, regular treatment will be performed.
Wasps and Hornets	▪ Any wasp or hornet sighting shall be reported to Landlord by Tenant. Landlord will contact the Pest Control Contractor to determine the appropriate course of action. ▪ Wasp and hornet control efforts will utilize methods with the least potential impact to resident honeybee populations. ▪ Honeybees may be present as a functional part of the landscape, and active hives may be maintained by volunteers, Pest Control Contractors and building tenants are forbidden from applying any chemical controls to active beehives maintained by the City without prior approval. ▪ If the pests pose a threat to occupants' health, emergency treatment may be sought. Otherwise, regular treatment will be performed.

14. Waste and Recycling Requirements.

Landlord will provide scavenger services including collection, transport and removal and disposal of waste and recycling from Tenant's space in accordance with the Chicago Recycling Ordinance (Chapter 11-5 of the Chicago Municipal Code). Recyclables must be collected separately from waste and commingling of recyclables and waste is prohibited at all stages of collection, transport and disposal. Landlord must provide a sufficient number of separate brown, black or gray waste and blue recycling containers for Tenant's space.

Thirty days prior to occupancy, Landlord must provide Tenant with a Waste and Recycling Plan documenting how the scavenger services will meet the Chicago Recycling Ordinance for review and approval by Tenant. At a minimum, the WRP should provide the following information:

1. General description of waste and recycling service including:
a. Name of service providers and disposal facility names and addresses for both waste and recycling materials
b. Collection schedule (both Tenant containers and external containers)
c. Type of recycling program (such as single stream or dual stream etc.)
d. Accepted recycling materials
2. Description of educational material to be provided for distribution, including collection procedures
3. Description of internal containers to be provided including number, color, size and type (lids/no lids etc.) as well an example of the written and/or pictorial list of acceptable recyclable material that may be deposited into the containers
4. Any additional information requested by Tenant to document conformance with the Chicago Recycling Ordinance.

15. LEED, Thermal Comfort, Indoor Air Quality.

LEED:

The Design Build will be completed in accordance with USGBC LEEDv4 for Interior Design and Construction to achieve a LEED Silver Certification.

Thermal Comfort:

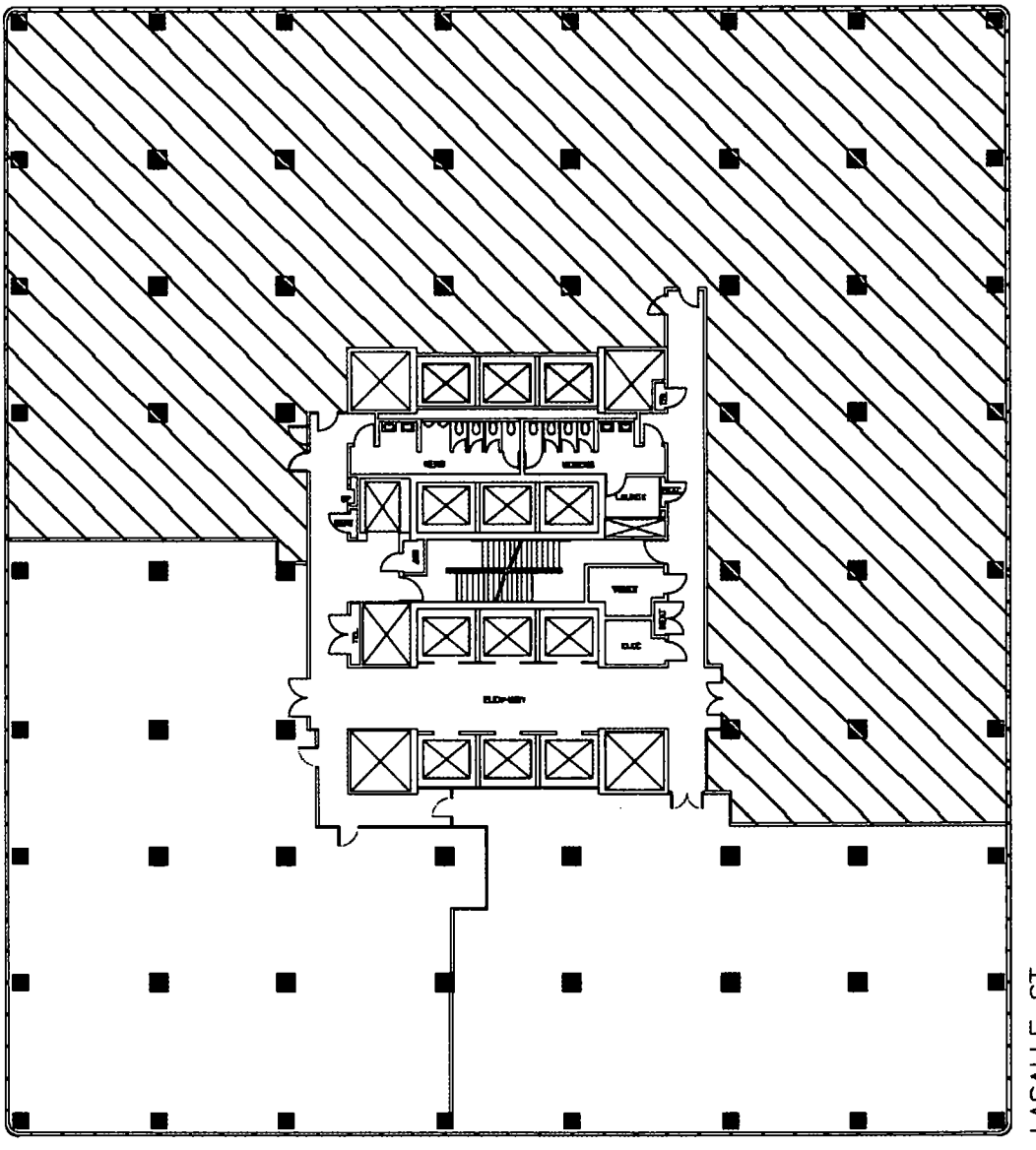
Landlord shall maintain a temperature in the range of 70-74 degrees Fahrenheit during the heating season and 72-76 degrees Fahrenheit during the cooling season throughout the workspace. Humidity levels must be maintained between 20 and 60%.

Indoor Air Quality:

Landlord is responsible for responding to any Tenant complaints regarding indoor air quality. Landlord shall prepare procedures for responding to indoor air-related complaints and provide to Tenant for approval within thirty days of the Lease Effective Date. The procedures will include inspections, monitoring and sampling to determine indoor and outdoor pollutants that may be impacting the building.

Tenant is responsible for promptly notifying Landlord when an indoor air problem is identified or suspected, when cleaning or maintenance services are required, and when leaks, spills, or accidents occur.

Exhibit A
Phase 1



HEARN
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Chicago, Illinois 60602

2
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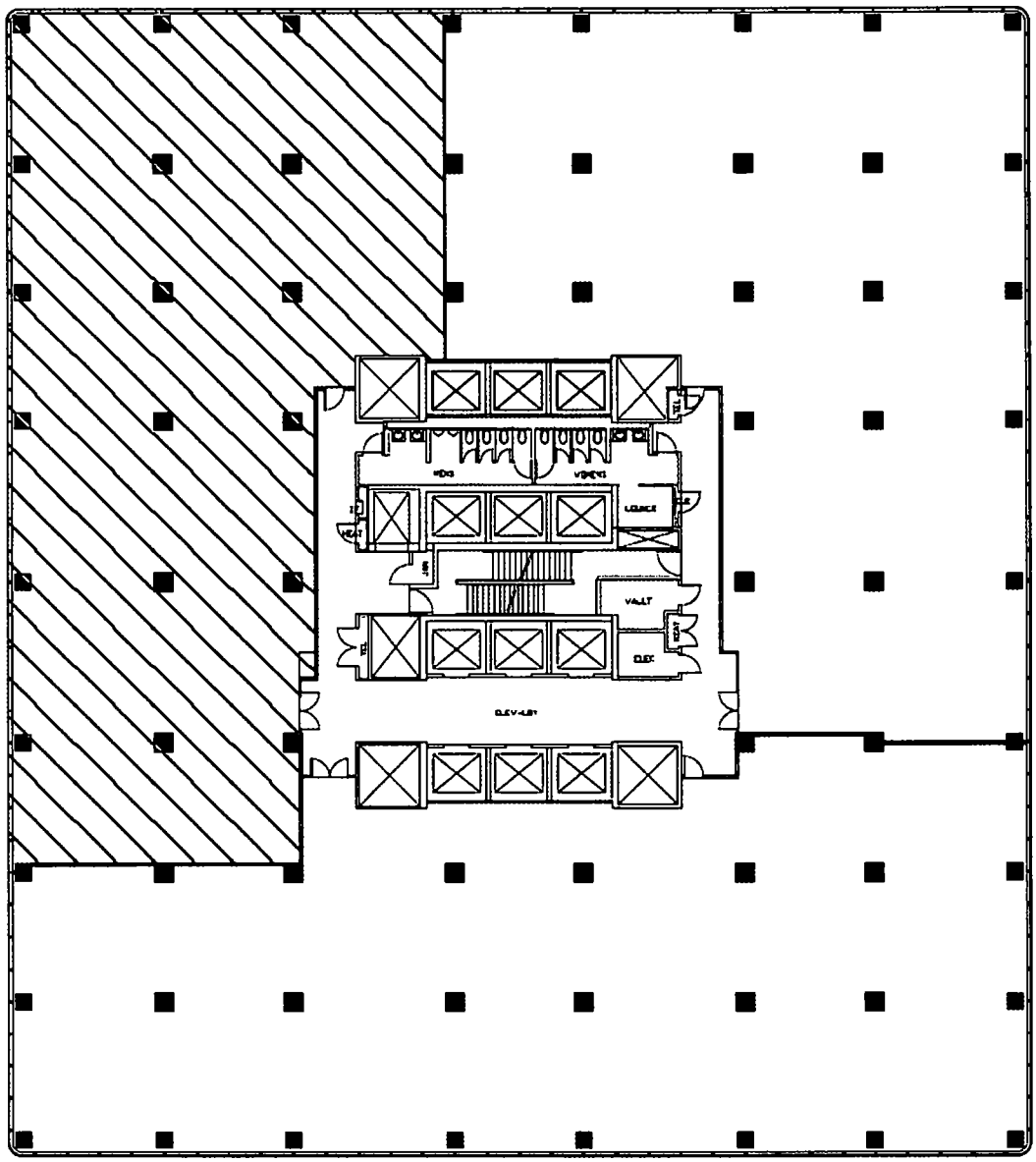
LEVEL 11



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Chicago, Illinois 60602

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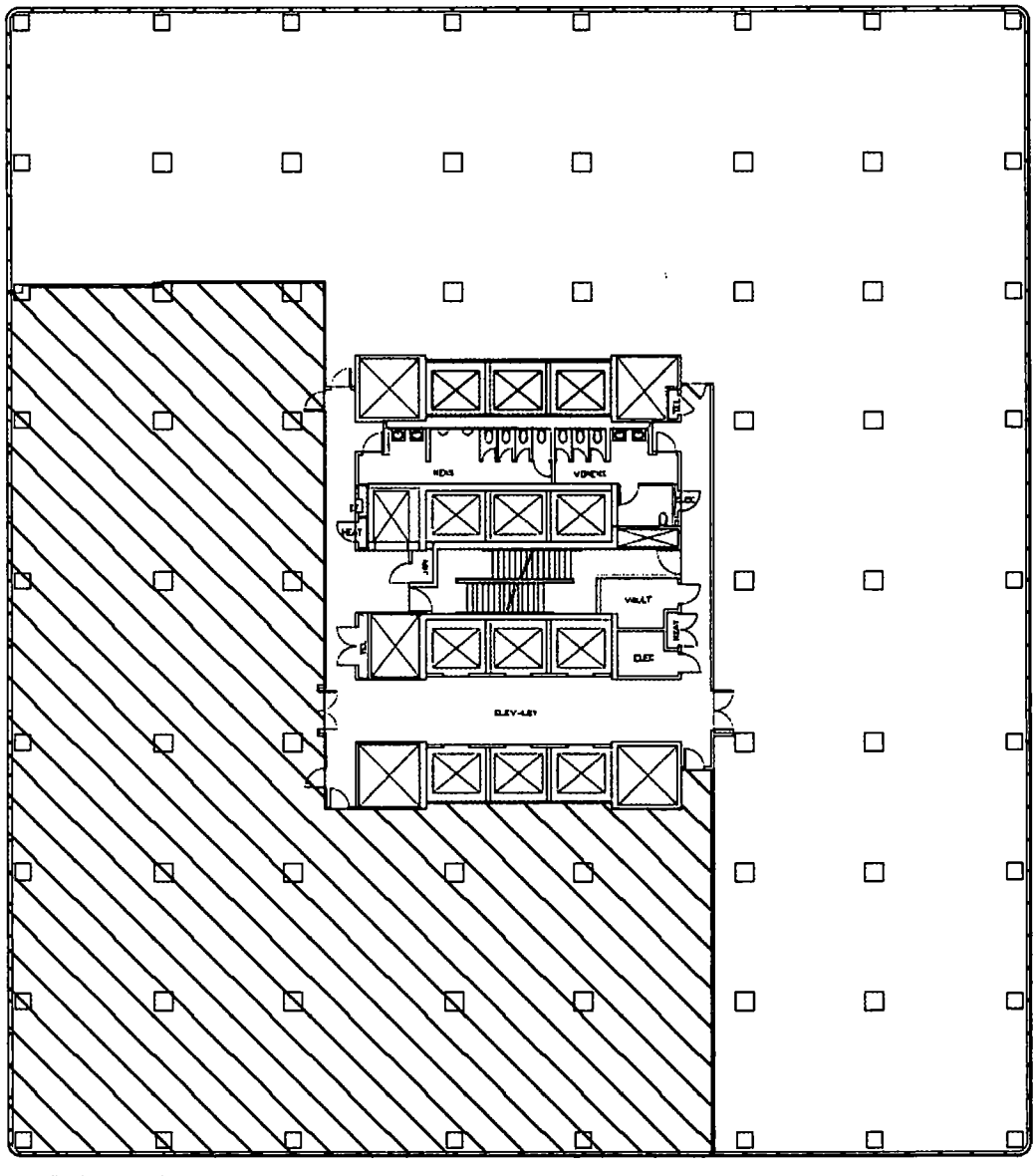
LEVEL 10



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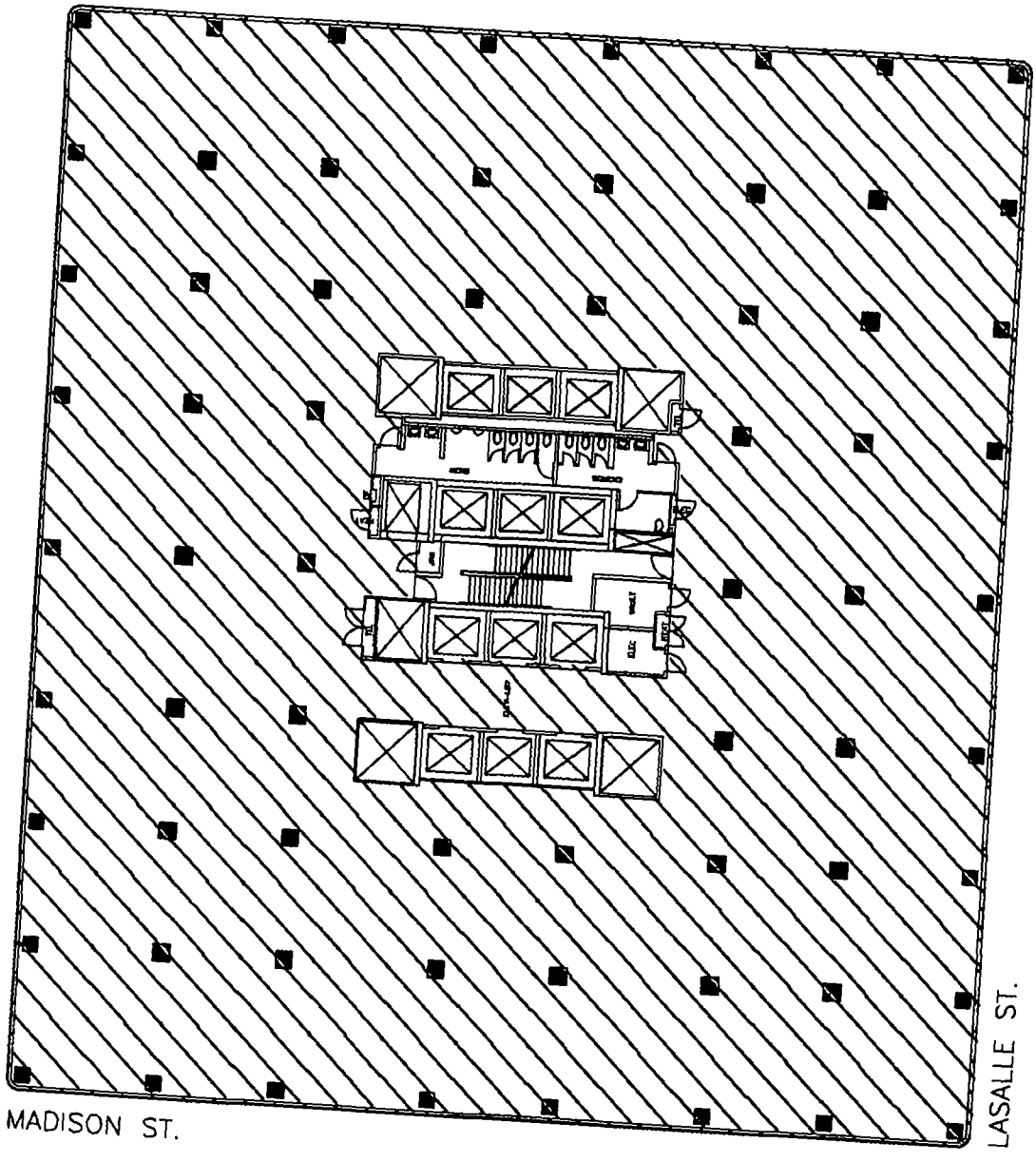
LEVEL 09



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Chicago, Illinois 60602

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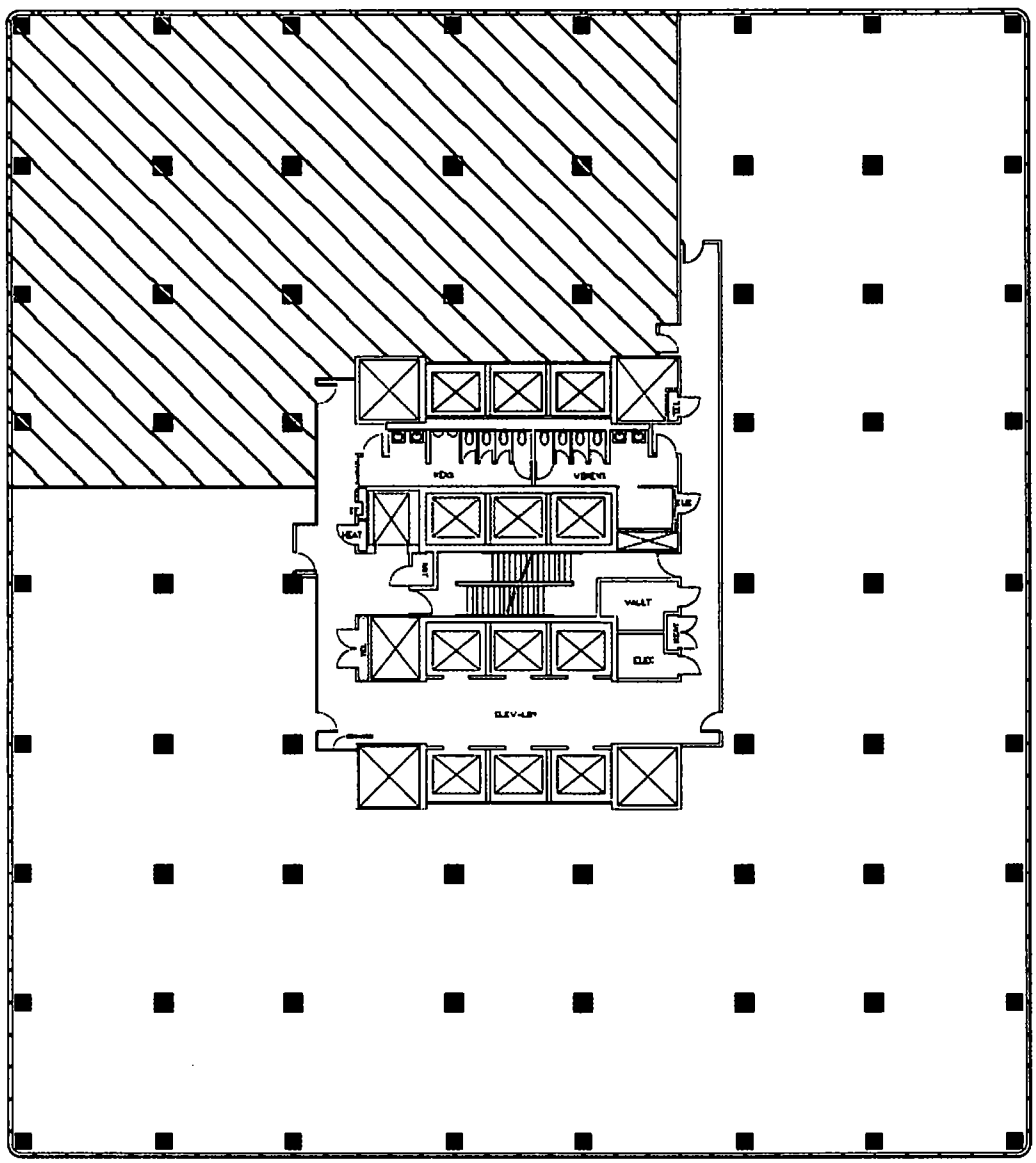
LEVEL 08



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2 N. LaSalle
Chicago, Illinois 60602

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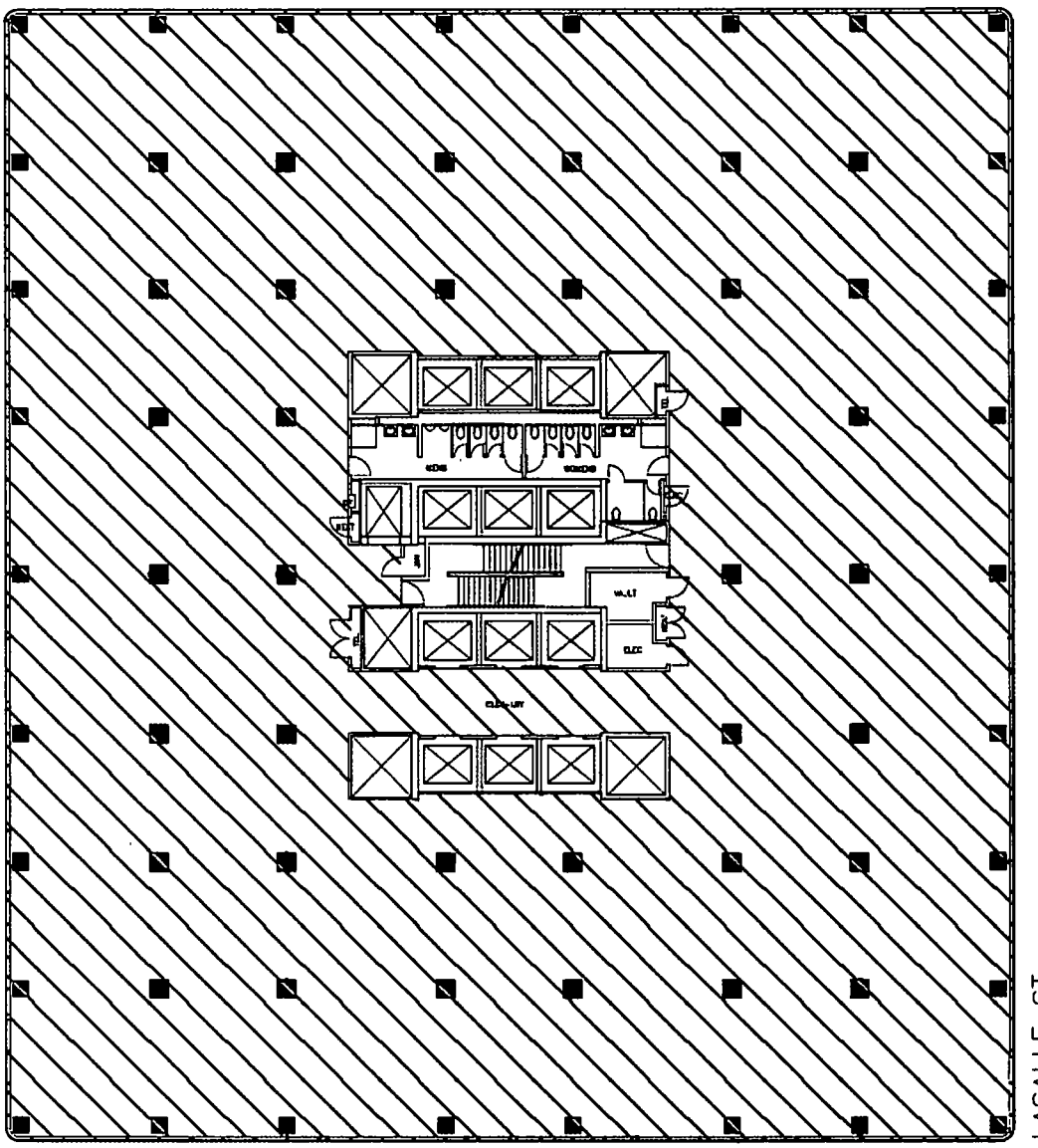
LEVEL 07



LASALLE ST.

MADISON ST.

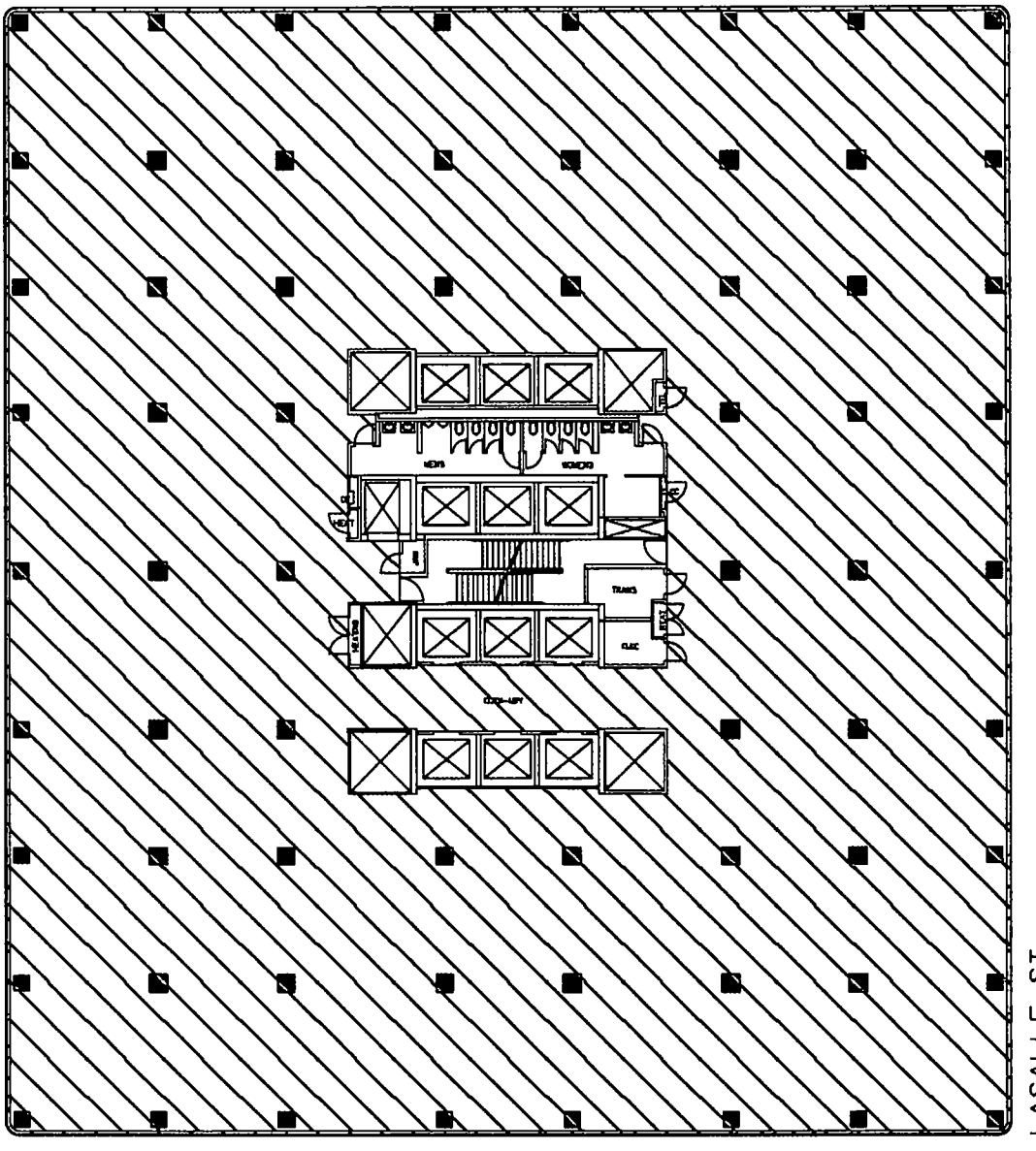
HEARN

2 N. LaSalle
Chicago, Illinois 60602

2

№ LASALLE

LEVEL 06



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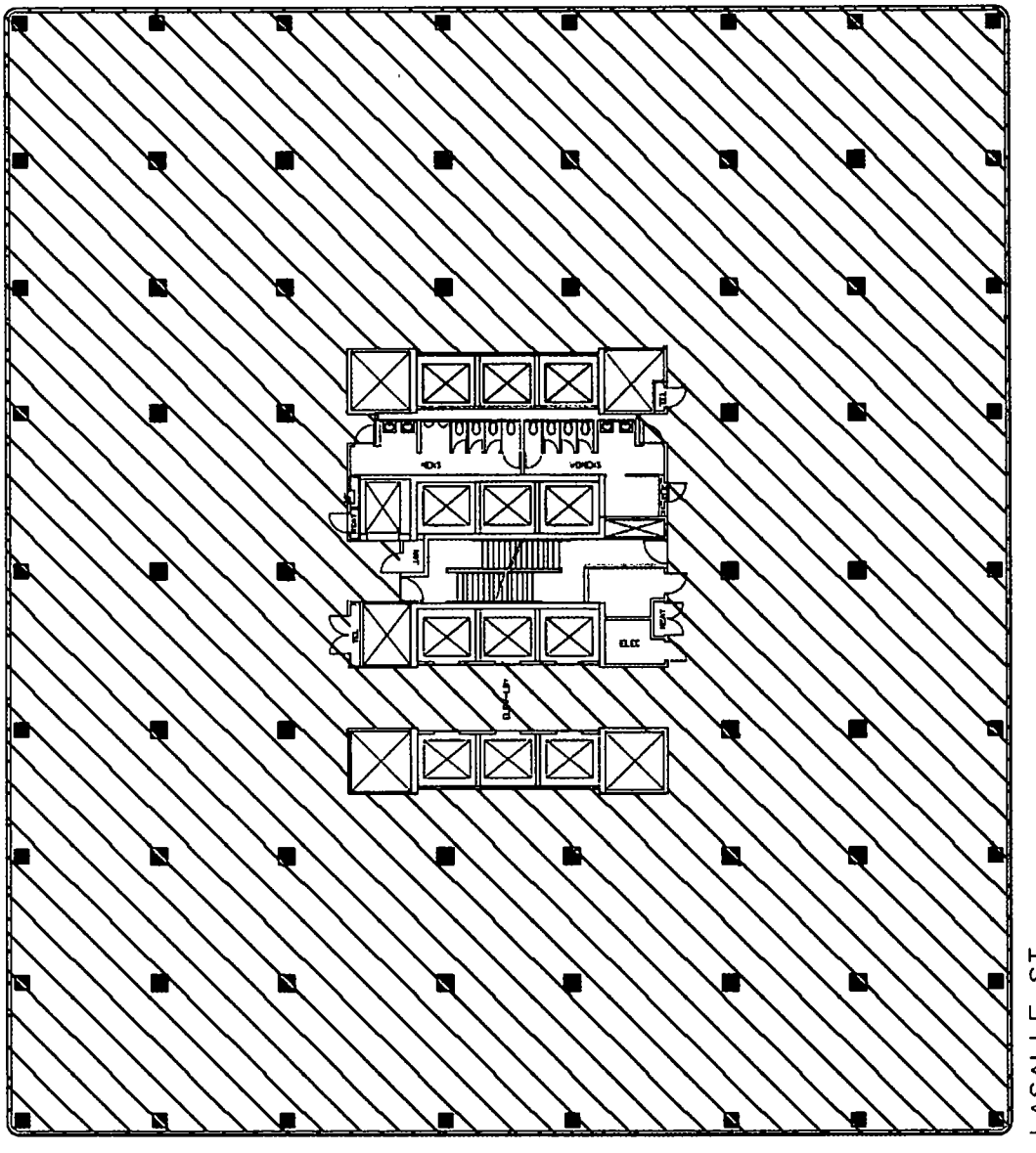
LEVEL 05



LASALLE ST.

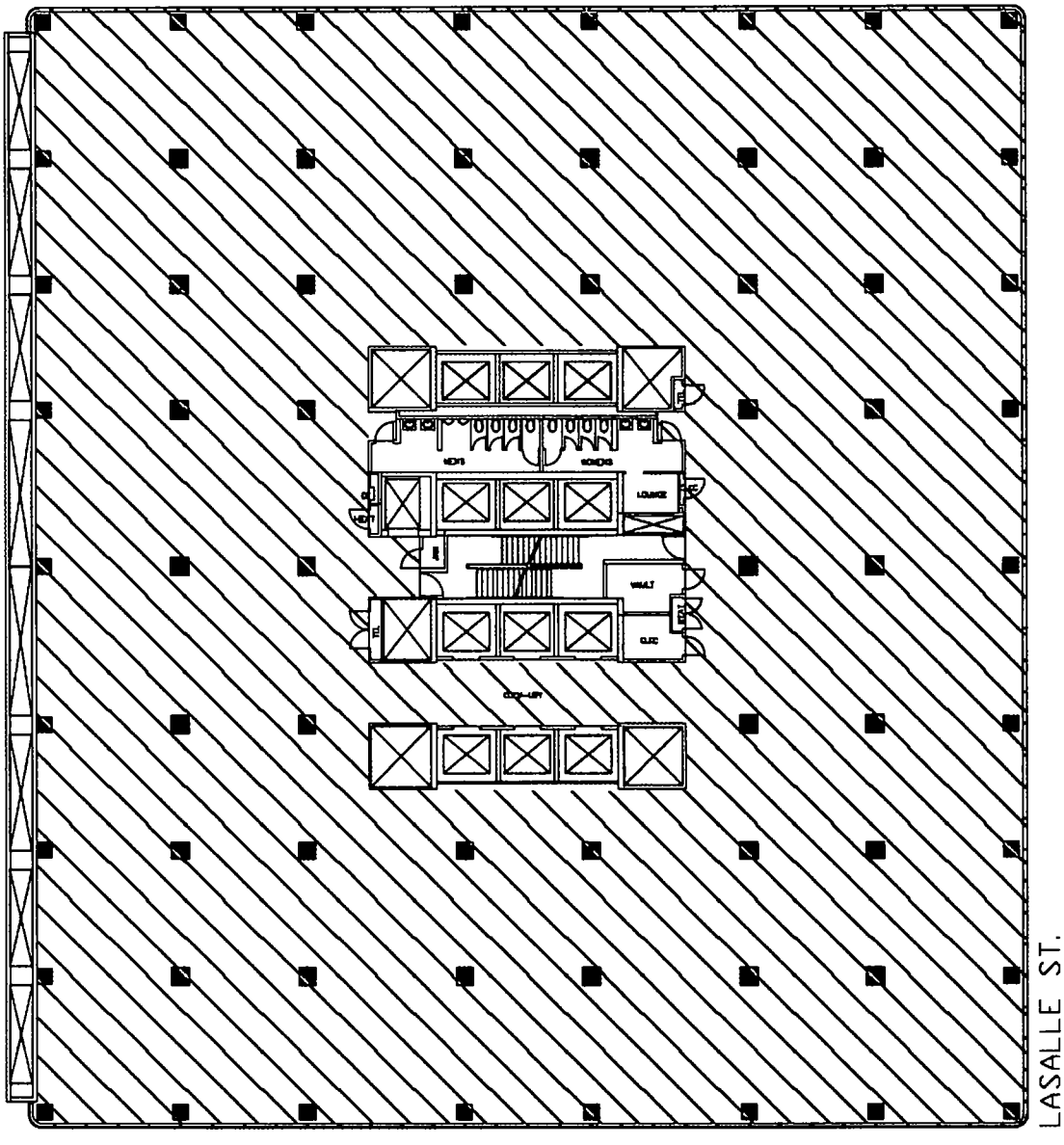
MADISON ST.

HEARN

2 N. LaSalle
Chicago, Illinois 60602

2
Nº LASALLE

LEVEL 04



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2 N. LaSalle
Chicago, Illinois 60602

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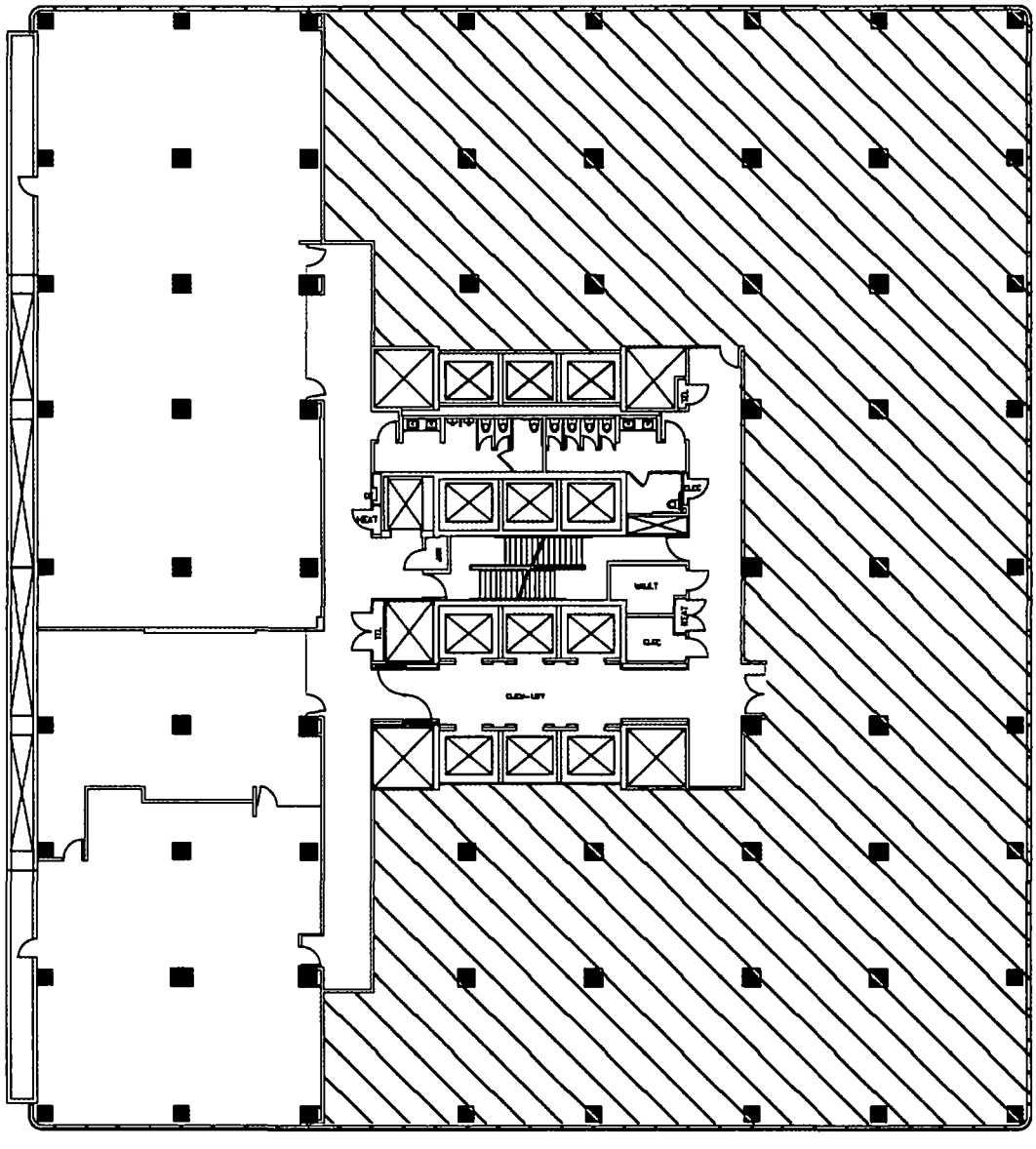
Nº LASALLE

LEVEL 03



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2 N. LaSalle
Chicago, Illinois 60602

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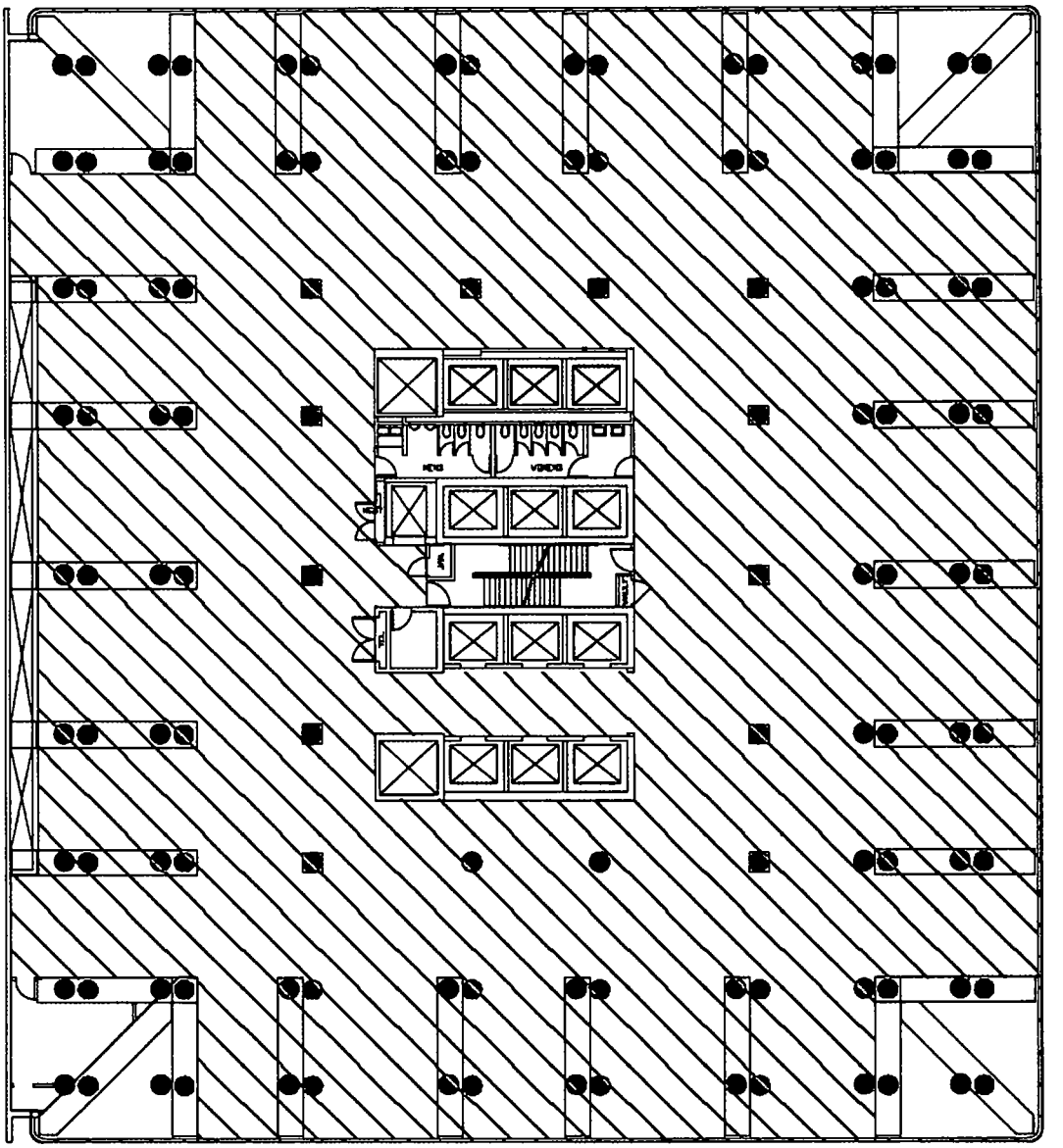
Nº LASALLE

LEVEL 02



HEARN

2 N. LaSalle
Chicago, Illinois 60602

2
Nº LASALLE

LEVEL MZ

Exhibit B
Form of Projection Statement

December 27, 2018

Tenant Name

Tenant Address

RE: 2019 Monthly Common Area Maintenance and Real Estate Tax Estimates
2 North LaSalle, Chicago, IL 60602

Dear Valued Tenant:

In accordance with your lease, the 2019 expense estimates have been completed. The attached breakdown represents your pro-rata share of the 2019 Operating and Real Estate Tax expense at 2 North LaSalle and will appear on your January rent statement.

If you have any questions, please do not hesitate to call me at (312) 346-5996 or email me at KKirkpatrick@hearncompany.com.

Sincerely,
HEARN, as agent for
North LaSalle Financial Associates, LLC

Kathryn J. Kirkpatrick, RPA
General Manager

Exhibit C
Holdover Provisions

30 N. LaSalle Lease:

17. Holding Over.

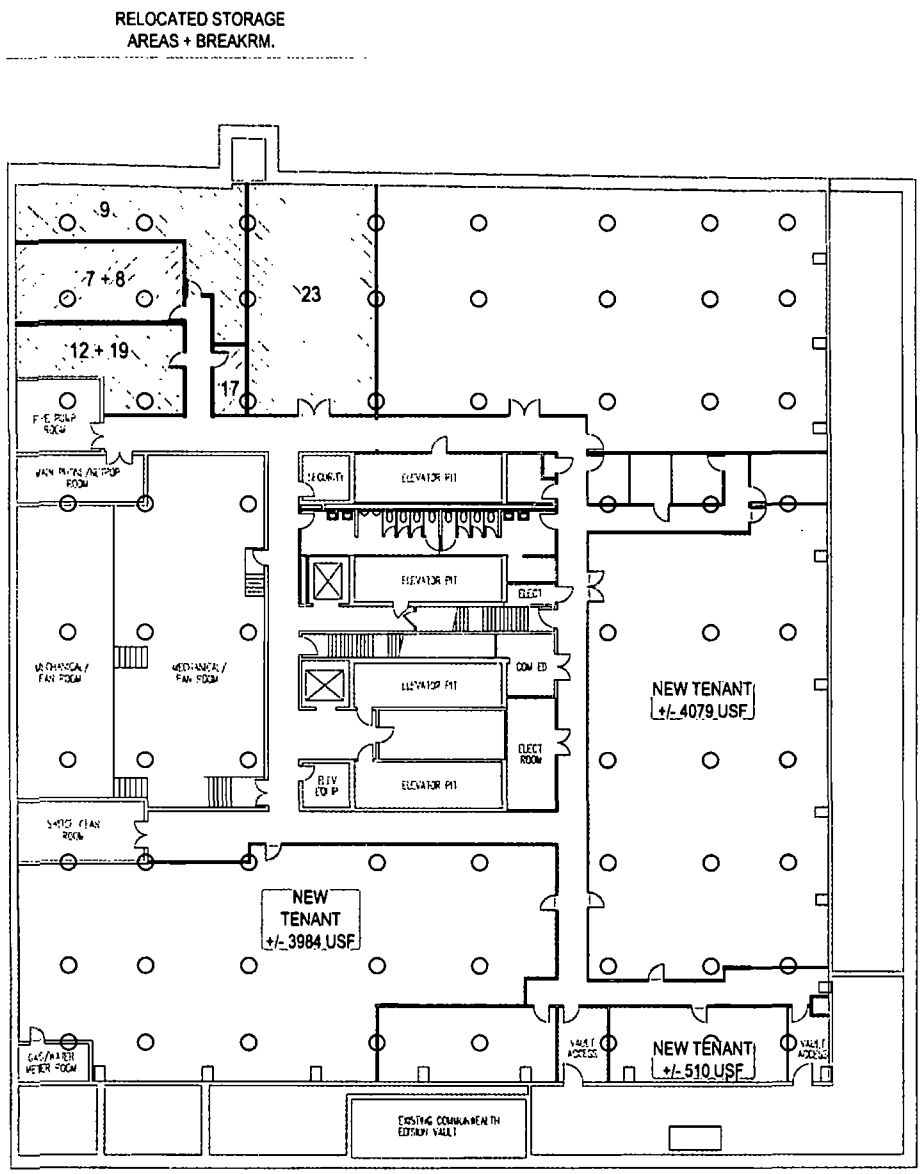
If Tenant retains possession of the Premises after the expiration or termination of the Term or Tenant's right to possession of the Premises, Tenant shall pay to Landlord, for each day of such holding over, Base Rent at one hundred fifty percent (150%) and Adjustment Rent at one hundred percent (100%) of the respective per diem rates (computed on the basis of a year of three hundred sixty-five (365) days) in effect immediately preceding such holding over (or at Landlord's option in the case of Adjustment Rent, at the per diem rate for the period of such holding over calculated (on the basis of a year of three hundred sixty-five (365) days) as though such period were within the Term). Notwithstanding the foregoing, if such retention of possession continues for more than ninety (90) days, Tenant will pay for each day of such retention of possession exceeding ninety (90) days Base Rent and Adjustment Rent at two hundred percent (200%) of the per diem rates (computed on the basis of a year of three hundred sixty-five (365) days) in effect immediately prior to such holding over (or at Landlord's option in the case of Adjustment Rent, at the per diem rate for the period of such holding over calculated (on the basis of a year of three hundred sixty-five (365) days) as though such period were within the Term). Tenant shall also pay, indemnify and defend Landlord from and against all claims and damages, consequential as well as direct, sustained by reason of Tenant's holding over, but, provided Tenant continues to comply with all obligations of Tenant under this Lease, including but not limited to payment of Rent as set forth above in this section, Tenant shall not be responsible for such damages of Landlord with respect to the first ninety (90) days of such holding over.

The provisions of this section do not waive Landlord's right of re-entry or right to regain possession by actions at law or in equity or any other rights hereunder, and any receipt of payment by Landlord shall not be deemed a consent by Landlord to Tenant's remaining in possession or be construed as creating or renewing any lease or right of tenancy between Landlord and Tenant.

DePaul Lease:

Section 8.2 Failure to Surrender. The City shall pay to DePaul an amount equal to 200% of one - three hundred sixty-fifths of the City's Proportionate Share of Operating Expenses paid by the City during the previous Fiscal Year herein provided for each day or portion thereof for which the City shall retain possession of the City Parcels or any part thereof after the expiration or termination of the Term, whether by lapse of time or otherwise, and also shall pay all damages sustained by DePaul on account thereof. The provisions of this Article VIII shall not be deemed to limit or constitute a waiver of any other rights or remedies of DePaul provided herein, at law, or in equity, other than any right to create a so-called "hold over" term.

Exhibit D
Basement Space



BLOCKING PLAN - NEW TENANT

SCALE: NOT TO SCALE (11x17) LOWER LEVEL

MASA

Architects and Planners
822 West Washington Blvd
Chicago, Illinois 60607
312 733 7725

LOWER LEVEL - NEW TENANT

2 N. LaSALLE
CHICAGO, IL

SCALE: NTS
DATE: 03.21.2019
DRAWN BY JGRUSZKA

FILE NAME 2NLASALLE-0001
PROJECT NO. 18801.01_31205
©2019 MASA Architects and Planners

SS.01

ALDERMAN HARRY OSTERMAN
48TH WARD

June 13, 2019

TO THE PRESIDENT AND MEMBERS OF THE CITY COUNCIL:

Your Committee on Housing and Real Estate which item was referred and passed in committee as a substitute ordinance authorizing an **Office Space Lease Agreement** with North LaSalle Financial Associates LLC at **2 North LaSalle St.**

S (O2019-302) **42nd Ward**

Having the same under advisement, begs leave to report and recommend that Your Honorable Body, **Pass** the proposed substitute ordinance transmitted herewith.

This recommendation was concurred in by a voice vote of all committee members present with no dissenting votes.

Respectfully submitted,

Harry Osterman, Chairman
Committee on Housing and Real Estate

5533 NORTH BROADWAY • CHICAGO, ILLINOIS 60640 • 773-784-5277 • Fax 773-784-5033

APPROVED

CORPORATION COUNSEL

DATED: 6/13/19

APPROVED

MAYOR

DATED: 6/13/19