

## **EXHIBIT A**

### **Form of Sublease**

## SUBLEASE AGREEMENT

This Sublease Agreement (“**Sublease**”) is made effective as of the \_\_\_\_ day of \_\_\_\_\_, 2024, (the “**Effective Date**”) by and between USCC Services, LLC, a Delaware limited liability company (“**Sublandlord**”) and the City of Chicago, a municipal corporation and home rule unit of local government organized and existing under Article VII, Sections 1 and 6(a), respectively, of the 1970 Constitution of the State of Illinois (“**Subtenant**”) with reference to the following facts:

A. FCA Fund Chicago II, LLC, a Delaware limited liability company (“**Master Landlord**”) and Sublandlord entered into that certain Second Amended and Restated Office Lease dated April 1, 2016 (“**Original Master Lease**”), as amended by that certain First Amendment to Second Amended and Restated Office Lease dated as of September 15, 2017 (“**First Amendment to Master Lease**”), (collectively, the “**Master Lease**”), whereby Master Landlord leased to Sublandlord and Sublandlord leased from Master Landlord those certain premises consisting of approximately 212,428 rentable square feet located at 8410 West Bryn Mawr Avenue, Chicago, Illinois and approximately 119,369 rentable square feet located at 8420 West Bryn Mawr Avenue, Chicago, Illinois, as further set forth in the Master Lease (collectively, the “**Master Premises**”).

B. Sublandlord agrees to sublease to Subtenant, and Subtenant agrees to sublease from Sublandlord, a portion of the Master Premises consisting of approximately 99,421 rentable square feet which are the entire 5th through 9th floors of the 8420 Building (the “**Premises**”) upon the terms and conditions set forth in this Sublease.

## AGREEMENT

1. **Sublease of Premises.** Subject to the terms and conditions of this Sublease, Sublandlord hereby subleases to Subtenant and Subtenant hereby subleases from Sublandlord the Premises.

2. **Master Lease and Other Agreements.**

2.1 **Subordinate to Master Lease.** This Sublease is subject and subordinate to all of the terms and conditions of the Master Lease. A redacted copy of the Master Lease is attached hereto as **Exhibit A** and incorporated herein by this reference.

(a) Subtenant hereby assumes and agrees to perform the obligations of “Tenant” under the Master Lease with respect to the Premises as more particularly set forth hereafter, excepting therefrom only those terms and conditions which have been redacted from Exhibit A. Unless otherwise defined, all capitalized terms used herein shall have the same meanings as given them in the Master Lease. Subtenant shall not commit or permit to be committed any act or omission which would violate any term or condition of the Master Lease. Subtenant shall neither do nor permit anything to be done which would cause the Master Lease to be terminated or forfeited by reason of any right of termination or forfeiture reserved or vested in Master Landlord under the Master Lease, and Subtenant shall indemnify and hold Sublandlord harmless from and against all claims, liabilities, judgments, costs, demands, penalties, expenses, and damages of any kind whatsoever, including, without limitation, attorneys’ fees, consultants’ fees and costs and court costs, (“**Claims**”) by reason of any failure on the part of Subtenant to perform any of the obligations of “Tenant” under the Master Lease which Subtenant has become

obligated hereunder to perform, and such indemnity and hold harmless shall survive the expiration or sooner termination of this Sublease.

(b) Sublandlord shall continue performing the obligations of “Tenant” under the Master Lease with respect to all portions of the Master Premises other than the Premises hereunder and Sublandlord shall not commit or permit to be committed any act or omission which would violate any term or condition of the Master Lease. Sublandlord shall neither do nor permit anything to be done which would cause the Master Lease to be terminated or forfeited by reason of any right of termination or forfeiture reserved or vested in Master Landlord under the Master Lease, and Sublandlord shall indemnify and hold Subtenant harmless from and against all Claims by reason of any failure on the part of Sublandlord to perform any of the obligations of “Tenant” under the Master Lease which are not otherwise expressly assumed by Subtenant hereunder, and such indemnity and hold harmless shall survive the expiration or sooner termination of this Sublease.

(c) Sublandlord and Subtenant shall promptly deliver to the other copies of any and all notices or other correspondence received by Subtenant or Sublandlord from Landlord that might affect Subtenant or Sublandlord in any manner. This Sublease shall also be subject to any amendments and supplements to the Master Lease hereafter made between Master Landlord and Sublandlord, provided that Sublandlord provides written notice and a copy of any such amendment or supplement to Subtenant, and further provided that any such amendment or supplement will not prevent or adversely affect Subtenant’s use of the Premises in accordance with the terms of this Sublease or increase the obligations of Subtenant or decrease its rights under this Sublease.

(d) Subtenant represents and warrants to Sublandlord that it has read and is familiar with the redacted Master Lease. Sublandlord represents and warrants to Subtenant that it is not aware of any pending action, litigation, or other proceeding or claim against Sublandlord with respect to the Premises or Sublandlord’s right or interest as Tenant under the Master Lease, nor have any such matters been threatened and Sublandlord is not in material default in the performance of any of its obligations under the Master Lease, nor aware of any delinquency in performance of Sublandlord’s obligations under the Master Lease which may give rise to a material default by lapse of time.

2.2 Applicable Provisions. All of the terms and conditions contained in the Master Lease as they may apply to the Premises are incorporated herein and shall be terms and conditions of this Sublease, except those directly contradicted by the terms and conditions contained in this Sublease. Each reference therein to “Landlord”, “Tenant”, “Premises” and “Lease” to be deemed to refer to Sublandlord, Subtenant, Premises and Sublease, respectively, as appropriate.

2.3 Modifications. For the purposes of incorporation herein, the terms of the Master Lease are subject to the following additional modifications:

(a) Unless otherwise expressly provided herein, in all provisions of the Master Lease (under the terms thereof and without regard to modifications thereof for purposes of incorporation into this Sublease) requiring the approval or consent of Master Landlord, Subtenant

shall be required to obtain the approval or consent of both Sublandlord and Master Landlord, under the same standards of consent as set forth in the Master Lease and the approval of Sublandlord may be withheld if Master Landlord's consent is not obtained.

(b) In all provisions of the Master Lease requiring "Tenant" to submit, exhibit to, supply or provide Master Landlord with evidence, certificates, or any other matter or thing, Subtenant shall be required to submit, exhibit to, supply or provide, as the case may be, the same to both Master Landlord and Sublandlord.

(c) Sublandlord shall have no obligation to restore or rebuild any portion of the Premises after any destruction or taking by eminent domain or to maintain, repair, restore or control any portion of the Building or Project.

(d) Sublandlord shall not be obligated to perform those obligations of Master Landlord which Sublandlord cannot immediately and unilaterally perform as "Landlord", nor shall Sublandlord be deemed to have adopted as its own any representations made by Master Landlord in the Master Lease.

(e) Sublandlord shall not be obligated to maintain any building systems, any Common Areas or any other repair or maintenance obligations which are Master Landlord's obligations under the Master Lease.

(f) Sublandlord shall have no obligation to construct or pay for any improvements.

(g) In all provisions of the Master Lease requiring "Tenant" to designate Master Landlord as an additional or named insured on its insurance policy, Subtenant shall be required to so designate Master Landlord, Sublandlord and any individual, party or entity as required by Master Landlord or Sublandlord on its insurance policy.

(h) If and to the extent that Sublandlord's rental obligation is abated or reduced pursuant to the Master Lease due to a casualty, condemnation or other interference with the use of the Premises, the Rent hereunder shall be abated or reduced in the same proportion and period as the abatement or reduction under the Master Lease on a proportionate basis based upon the rentable square footage of the Premises divided by the rentable square footage of the Master Premises. Subtenant shall not be entitled to any further abatement or reduction in Rent.

(i) Whenever in the Master Lease a time is specified for the giving of any notice or the making of any demand by the "Tenant" thereunder, such time is hereby changed, for the purpose of this Sublease only, by adding two (2) business days thereto and whenever in the Master Lease a time is specified for the giving of any notice or the making of any demand by the "Landlord", such time is hereby changed, for the purpose of this Sublease only, by subtracting two (2) business days therefrom. It is the purpose and intent of the foregoing provisions to provide Sublandlord with time within which to transmit to Master Landlord any notices or demands received from Subtenant and to transmit to Subtenant any notices or demands received from Master Landlord.

2.4 Exclusions. Notwithstanding the terms of Section 2.2 above, Subtenant shall have no rights or obligations under any of the following provisions of the Master Lease: (i) any rights or options to expand, extend, renew or terminate the Master Lease, this Sublease or the Premises, and (ii) any rights of first offer, rights of first negotiation, or similar rights, or any rights to any tenant improvement allowance. In addition, the following provisions of the Master Lease are NOT incorporated herein: the Basic Lease Provisions of the Master Lease; Sections 2.01-2.03; 3.01-3.02; 4; parenthetical at the end of 5.02; the last sentence of 5.04; the first two (2) sentences of 6.01; 6.03C; 6.04; 7; the sentence beginning “Notwithstanding” in 8.01; 10.03; the last two (2) sentences of 11.02, 12.05 14; 22.01-22.08; 23; the language “Landlord agrees to” through the end of 24; 25; 26.05; Subtenant shall have the right to 25 Reserved Parking Spaces and the language from “Notwithstanding” to the end of 27.02A; Subtenant shall have the right to 4 Tenant Visitor Parking Spaces in 27.03; 28-39; 41; 43 and Exhibits A, B, E, F, I, J, K, L, M, O, P, Q and R and First Amendment to Master Lease. All of the incorporated terms of the Master Lease as referenced and qualified above along with all of the following terms and conditions set forth in this document shall constitute the complete terms and conditions of this Sublease.

2.5 Obligations of Sublandlord. Notwithstanding anything herein contained, the only services or rights to which Subtenant is entitled hereunder are those to which Sublandlord is entitled under the Master Lease, and for all such services and rights Subtenant shall look solely to the Master Landlord under the Master Lease, and the obligations of Sublandlord hereunder shall be limited to using its reasonable good faith efforts to obtain the performance by Master Landlord of its obligations, provided Subtenant shall reimburse Sublandlord for all reasonable costs incurred by Sublandlord in such efforts. Sublandlord shall have no liability to Subtenant or any other person for damage of any nature whatsoever as a result of the failure of Master Landlord to perform said obligations except for Master Landlord’s termination of Sublandlord’s interest as “Tenant” under the Master Lease in the event of Sublandlord’s breach of the Master Lease (without cause of Subtenant).

2.6 Exercise of Sublandlord Termination Option. Notwithstanding anything in this Sublease to the contrary, it is hereby acknowledged, understood, and agreed that this Sublease and the obligations of each of Sublandlord and Subtenant hereunder are conditioned and contingent upon Sublandlord validly exercising its Termination Option (as defined in the Master Lease) pursuant to, and in accordance with, Article 28 (Termination Option) of the Master Lease, including, without limitation, (a) Sublandlord’s delivery of Tenant’s Termination Notice (as defined in the Master Lease) to the Master Landlord, with a copy to Subtenant, each on or before October 31, 2024 (the “**Contingency Date**”), and (b) Sublandlord’s payment of the Termination Fee (as defined in the Master Lease) to Master Landlord as provided thereunder. For avoidance of doubt, Tenant’s Termination Notice shall confirm, at minimum, Sublandlord’s election to terminate the Master Lease in relation to the Premises under this Sublease, effective as of the Expiration Date of this Sublease (as defined hereinafter). In the event that Sublandlord fails to deliver Tenant’s Termination Notice, including the aforesaid details applicable to the Premises under this Sublease, to the Master Landlord and Subtenant, on or before the Contingency Date, Subtenant shall have the right and option, upon written notice delivered to Sublandlord, to terminate this Sublease.

3. **Term.**

3.1 **Initial Term.** The term of this Sublease (“**Term**”) shall commence on November 1, 2024 (“**Commencement Date**”), and shall expire on October 31, 2025 (“**Expiration Date**”), unless sooner terminated pursuant to any provision of the Master Lease applicable to the Premises or the terms of this Sublease.

3.2 **Sublandlord’s Inability to Deliver the Premises.** In the event Sublandlord is unable to deliver possession of the Premises on or before the Commencement Date, this Sublease shall not be void or voidable, nor shall and the Term hereof be extended by such delay, and Sublandlord shall not be liable for any damage caused thereby other than Subtenant shall receive one (1) day of rent abatement for each one (1) day of delay in Sublandlord’s delivery of possession following the Commencement Date. Subtenant may enter the Premises between October 1, 2024 until the Commencement Date for the sole purpose of inspecting, space-planning and installing its furniture, fixtures and equipment and Subtenant shall be subject to all the covenants and conditions hereof except the obligation to pay Base Rent (as hereinafter defined) until the Commencement Date.

4. **Rent.**

4.1 **Base Rent.** Subtenant shall pay to Sublandlord each month during the term of this Sublease, rent, in advance, on Subtenant’s execution hereof for the first month and on or before the 1st of each month thereafter the amount of \$24.50 per rentable square foot per month (which is \$202,984.54 per month) (“**Base Rent**”).

4.2 **No Expenses.** Subtenant shall not be required to reimburse Sublandlord for any Taxes and Operating Expenses charged by Master Landlord pursuant to the Master Lease; provided however, Subtenant shall be responsible to pay for the cost of electrical usage provided to the Premises, which amount shall be paid within thirty (30) days from invoice from Sublandlord. Sublandlord shall separately meter the electricity prior to the Commencement Date.

4.3 **Additional Services.** If Subtenant shall procure any additional services from Master Landlord, including, but not limited to, after-hours HVAC, or if additional rent or other sums are incurred under the Master Lease as a result of Subtenant’s use or occupancy of the Premises, Subtenant shall make such payment to Sublandlord or Master Landlord, as Sublandlord shall direct.

4.4 **Rent.** All amounts set forth in this Section 4 and any other rent or other sums payable by Subtenant under this Sublease shall constitute and be due as additional rent. Base Rent, and additional rent shall herein be referred to as “**Rent**”. Rent for partial months at the commencement or termination of this Sublease shall be prorated. Rent shall be paid to the Sublandlord at its notice address noted herein, or at any other place Sublandlord may from time to time designate by written notice mailed or delivered to Subtenant.

5. **Rider.** The Rider attached hereto and made a part hereof as **Exhibit B** is made a part of this Sublease. The term “Landlord” set forth in the Rider shall, for purposes of this Sublease, mean Sublandlord and not the Master Landlord under the Master Lease.

6. **Premises.**

6.1 **Condition of the Premises.** Subtenant acknowledges that as of the Commencement Date, Subtenant shall have inspected the Premises, and every part thereof, and by taking possession shall have acknowledged that the Premises is in good condition and without need of repair, and Subtenant accepts the Premises “as is”, Subtenant having made all investigations and tests it has deemed necessary or desirable in order to establish to its own complete satisfaction the condition of the Premises. Subtenant accepts the Premises in their condition existing as of the Commencement Date, subject to all applicable zoning, municipal, county and state laws, ordinances, and regulations governing and regulating the use of the Premises and any covenants or restrictions of record. Subtenant acknowledges that neither Sublandlord nor Master Landlord have made any representations or warranties as to the condition of the Premises or its present or future suitability for Subtenant’s purposes.

6.2 **Maintenance and Surrender.** Subtenant shall keep the Premises in good order and repair and perform all maintenance, repair and replacement obligations of “Tenant” required under the Master Lease. Subtenant shall surrender the Premises in the same condition as required of “Tenant” under the Master Lease. Notwithstanding anything to the contrary, Subtenant shall have no obligation to remove any alterations, improvements or additions to the Premises which exist as of the Effective Date.

6.3 **Furniture.** Subtenant may use certain furniture, fixtures and equipment located in the Premises as of the Commencement Date (“**Furniture**”). Subtenant accepts the Furniture in its “as is” condition and Sublandlord makes no warranty as to the condition of the Furniture or its present or future suitability for Subtenant’s purposes. Subtenant shall maintain the Furniture in good condition throughout the Term and, if necessary, shall repair any damage to the Furniture. Subtenant’s insurance shall include coverage of the Furniture. Sublandlord represents and warrants that it is the owner of the Furniture and that upon the expiration or earlier termination of this Sublease, Sublandlord shall convey the Furniture, free and clear of all liens, charges, and encumbrances, to Subtenant for \$1.00 via a bill of sale assignment, in the form and manner attached as **Exhibit C** attached hereto and incorporated by reference. Notwithstanding the foregoing, in the event Subtenant terminates this Sublease pursuant to rights stated in Section 2.6, Subtenant shall not accept conveyance of the Furniture and all Furniture shall remain the property of Sublandlord. Subtenant shall be required to remove the Furniture from the Premises prior to the Expiration Date unless Master Landlord waives the requirement. Sublandlord has authority to authorize use and transfer of the Furniture as provided for in this Section 6.3.

7. **Insurance.**

7.1 **Subtenant’s Insurance.** With respect to the “Tenant’s” insurance under the Master Lease, the same is to be provided by Subtenant as described in the Master Lease, and such policies of insurance shall include as additional insureds Master Landlord, Sublandlord, any individual, party or entity as required by Master Landlord and any individual, party or entity as

required by Master Landlord or Sublandlord. Subject to Master Landlord's consent, Subtenant may elect to self-insure to meet the requirements provided for in the Master Lease, and in the event of such election, Subtenant shall provide a self-insurance letter to Master Landlord and Sublandlord. Notwithstanding the foregoing, in no event shall Subtenant have any obligations under the Master Lease in connection with any insurance, indemnification, hold harmless or release (nor shall Subtenant be deemed to have taken on any such obligations by the incorporation of the Master Lease by reference into this Sublease) insofar as the same are applicable to any portion of the Master Premises, save and except for the Premises and any common areas.

7.2 Waiver of Subrogation. With respect to the waiver of subrogation contained in the Master Lease, such waiver shall be deemed to be modified to constitute an agreement by and between Sublandlord and Subtenant.

8. Use and Alterations.

8.1 Use of Premises. Subtenant shall use the Premises only for those purposes permitted in the Master Lease.

8.2 Quiet Enjoyment. So long as there is no default by Subtenant which remains uncured (beyond any applicable notice and cure period), Subtenant shall peaceably and quietly have, hold, and enjoy the Premises and reasonable access thereto during the Term, free from any unreasonable interference by Sublandlord or anyone claiming through Sublandlord, subject to the terms and conditions of this Sublease.

8.3 Alterations. Subtenant shall not make any Alterations (to the Premises without the express prior written consent of Sublandlord and of Master Landlord (to the extent Master Landlord's consent is required under the Master Lease), which consent by Sublandlord shall not be unreasonably withheld, but may be withheld if Master Landlord withholds its consent to such Alteration. Upon Sublandlord's receipt of a request from Subtenant for consent to proposed Alterations, Sublandlord will promptly forward such request, together with attendant plans for such Alterations, to Master Landlord for review. Sublandlord agrees to defer to Master Landlord's review of plans for any proposed Alterations and Sublandlord will not undertake duplicative review of such plans separate from Master Landlord unless the proposed Alterations implicate modification to Sublandlord's Furniture, in which event, Sublandlord's review shall be limited to impacts to said Furniture. Subject to the foregoing, Subtenant shall reimburse Sublandlord for all costs which Sublandlord may incur in connection with reviewing Subtenant's plans for such Alteration, including, without limitation, reasonable attorneys' fees and costs and any fees or costs charged by Master Landlord. On termination of this Sublease, if required by Master Landlord, Subtenant shall remove any or all of such Alterations and restore the Premises (or any part thereof) to the same condition as of the date Sublandlord provided Subtenant possession of the Premises to Subtenant; provided however, if this Sublease terminates, for any reason, prior to the expiration of the Master Lease, then Sublandlord shall have the right to require Subtenant to remove such Alterations. Should Subtenant fail to remove such Alterations and restore the Premises on termination of this Sublease unless as otherwise set forth above, Sublandlord shall have the right to do so, and charge Subtenant therefor, plus a service charge of ten percent (10%) of the costs incurred by Sublandlord in addition to any costs or expenses charged by Master Landlord under the Master Lease.

8.4 Permitted Alterations. Subtenant shall be entitled to perform Permitted Alterations (as defined in the Master Lease) without Sublandlord's and Master Landlord's consent in accordance with Section 10.2 of the Master Lease.

8.5 Signage. Subject to Landlord's Master Consent and the terms and conditions of the Master Lease, Subtenant may install signage on the entry to the Premises and the general directory.

9. Assignment and Subletting.

9.1 Consent Required. Subtenant shall not assign this Sublease or any interest therein nor shall Subtenant sublet, license, encumber or permit the Premises or any part thereof to be used or occupied by others (collectively "**Transfer**"), without Sublandlord's and Master Landlord's prior written consent. Sublandlord's consent shall not be unreasonably withheld; provided, however, Sublandlord's withholding of consent shall in all events be deemed reasonable if for any reason Master Landlord's consent is not obtained. The consent by Sublandlord and Master Landlord to any Transfer shall not waive the need for Subtenant (and Subtenant's transferees) to obtain the consent of Sublandlord and Master Landlord to any different or further Transfer. All conditions and standards set forth in the Master Lease regarding Transfers shall apply.

9.2 Excess Rent. All rent or other economic consideration payable to Subtenant as a result of such Transfer which exceeds, in the aggregate, (i) the total rent which Subtenant is obligated to pay Sublandlord under this Sublease (prorated to reflect obligations allocable to any portion of the Premises sub-subleased), (ii) any reasonable brokerage commissions, reasonable attorney fees, advertising costs not included in the brokerage commissions and tenant improvement allowances actually paid by Tenant in connection with such Transfer amortized on a straight use basis over the term of the assignment or sublease, and (iii) any excess rent paid to Master Landlord, shall be paid to Sublandlord within ten (10) days after receipt thereof as additional rent under this Sublease, without affecting or reducing any other obligations of Subtenant hereunder.

9.3 Form of Document. Every Transfer shall (i) recite that it is and shall be subject and subordinate to the provisions of this Sublease, that the transferee assumes Subtenant's obligation hereunder, that the termination of this Sublease shall at Sublandlord's sole election, constitute a termination of every such Transfer, and (ii) contain such other terms and conditions as shall be reasonably requested by Sublandlord.

9.4 No Release of Subtenant. Regardless of Sublandlord's consent, no Transfer shall release Subtenant of Subtenant's obligation or alter the primary liability of Subtenant to pay the Rent and to perform all other obligations to be performed by Subtenant hereunder. The acceptance of Rent by Sublandlord from any other person shall not be deemed to be a waiver by Sublandlord of any provision hereof. In the event of default by any transferee, in the performance of any of the terms hereof, Sublandlord may proceed directly against Subtenant without the necessity of exhausting remedies against such transferee.

10. **Default.**

10.1 **Default Described.** The occurrence of any of the following shall constitute a “**Default**” by Subtenant: (i) failure to pay Rent or any other amount within five (5) days after written notice that such payment is past due; (ii) all those items of default set forth in the Master Lease where the obligation is incorporated in this Sublease which remain uncured after two thirds (2/3) of the cure period provided in the Master Lease; or (iii) Subtenant’s failure to perform timely and remain uncured after thirty (30) days written notice of the default, any other provision of this Sublease, unless Subtenant is diligently pursuing a cure, in which case such 30-day period shall be extended for such additional time as is reasonably necessary while, and for so long as, Subtenant is so diligently pursuing a cure, not to exceed ninety (90) days following such initial written notice.

10.2 **Sublandlord’s Remedies.** In the event of a Default, Sublandlord shall have the remedies set forth in the Master Lease as if Sublandlord is Master Landlord. These remedies are not exclusive; they are cumulative and in addition to any remedies now or later allowed by law.

10.3 **Subtenant’s Right to Possession Not Terminated.** During the period Subtenant is in Default, Sublandlord may enter the Premises and relet them, or any part of them, to third parties for Subtenant’s account and alter or install locks and other security devices at the Premises. Subtenant shall be liable immediately to Sublandlord for all costs Sublandlord incurs in reletting the Premises, including, without limitation, attorneys’ fees, brokers’ commissions, expenses of remodeling the Premises required by the reletting, and like costs. Reletting may be for a period equal to, shorter or longer than the remaining term of this Sublease and rent received by Sublandlord shall be applied to (i) first, any indebtedness from Subtenant to Sublandlord other than rent due from Subtenant; (ii) second, all costs incurred by Sublandlord in reletting, including, without limitation, brokers’ fees or commissions and attorneys’ fees, the cost of removing and storing the property of Subtenant or any other occupant, and the costs of repairing, altering, maintaining, remodeling or otherwise putting the Premises into condition acceptable to a new Subtenant or Subtenants; (iii) third, rent due and unpaid under this Sublease. After deducting the payments referred to in this Section 10.3, any sum remaining from the rent Sublandlord receives from reletting shall be held by Sublandlord and applied in payment of future rent and other amounts as rent and such amounts become due under this Sublease. In no event shall Subtenant be entitled to any excess rent received by Sublandlord.

10.4 **All Sums Due and Payable as Rent.** Subtenant shall also pay without notice, or where notice is required under this Sublease, immediately upon demand without any abatement, deduction, or setoff, as additional rent all sums, impositions, costs, expenses, and other payments which Subtenant in any of the provisions of this Sublease assumes or agrees to pay, and, in case of any nonpayment thereof, Sublandlord shall have, in addition to all other rights and remedies, all the rights and remedies provided for in this Sublease or by law in the case of nonpayment of rent.

10.5 **No Waiver.** Sublandlord may accept Subtenant’s payments without waiving any rights under the Sublease, including rights under a previously served notice of default. No payment by Subtenant or receipt by Sublandlord of a lesser amount than any installment of rent due or other sums shall be deemed as other than a payment on account of the amount due, nor shall any endorsement or statement on any check or accompanying any check or payment be deemed

an accord and satisfaction; and Sublandlord may accept such check or payment without prejudice of Sublandlord's right to recover the balance of such rent or other sum or pursue any other remedy provided in this Sublease, at law or in equity. If Sublandlord accepts payments after serving a notice of default, Sublandlord may nevertheless commence and pursue an action to enforce rights and remedies under the previously served notice of default without giving Subtenant any further notice or demand. Furthermore, Sublandlord's acceptance of rent from Subtenant when the Subtenant is holding over without express written consent does not convert Subtenant's tenancy from a tenancy at sufferance to a month-to-month tenancy. No waiver of any provision of this Sublease shall be implied by any failure of Sublandlord to enforce any remedy for the violation of that provision, even if that violation continues or is repeated. Any waiver by Sublandlord of any provision of this Sublease must be in writing. Such waiver shall affect only the provisions specified and only for the time and in the manner stated in the writing. No delay or omission in the exercise of any right or remedy by Sublandlord shall impair such right or remedy or be construed as a waiver thereof by Sublandlord. No act or conduct of Sublandlord, including, without limitation the acceptance of keys to the Premises shall constitute acceptance or the surrender of the Premises by Subtenant before the Expiration Date. Only written notice from Sublandlord to Subtenant of acceptance shall constitute such acceptance or surrender of the Premises. Sublandlord's consent to or approval of any act by Subtenant which requires Sublandlord's consent or approval shall not be deemed to waive or render unnecessary Sublandlord's consent to or approval of any subsequent act by Subtenant.

10.6 Sublandlord Default. For purposes of this Sublease, Sublandlord shall not be deemed in default hereunder unless and until Subtenant shall first deliver to Sublandlord thirty (30) days' prior written notice, and Sublandlord shall fail to cure said default within said thirty (30) day period, or in the event Sublandlord shall reasonably require in excess of thirty (30) days to cure said default, shall fail to commence said cure with said thirty (30) day period, and thereafter diligently prosecute the same to completion. In the event that Sublandlord fails to cure any default within the notice and cure periods set forth above to Sublandlord and after a second written notice and ten (10) day cure period, Subtenant shall be entitled to bring suit for the collection of any amounts for which Sublandlord may be in default, or for the performance of any other covenant or agreement of Sublandlord, or to pursue any other remedy allowed at law or in equity. Subtenant may also elect to cure said Sublandlord default (including, without limitation, the payment of any delinquent amounts), at Subtenant's commercially reasonable expense and in such event, Sublandlord shall reimburse Subtenant for the actual and reasonable out-of-pocket cost to perform such cure within thirty (30) days after Sublandlord's receipt of written demand for payment together with reasonable supporting documentation therefor.

10.7 Consent of Master Landlord. Subtenant acknowledges that the Master Lease requires that Sublandlord obtain the consent of Master Landlord to any subletting by Sublandlord. This Sublease shall not be effective unless and until Master Landlord signs a consent to this subletting satisfactory to Sublandlord. Subtenant will sign such consent if required by Master Landlord as reasonably presented by Master Landlord.

11. Notices and Payments. Any notice, demand, request, consent, approval, submittal or communication that either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class certified mail or commercial overnight delivery service. Such Notice shall be effective on the date of actual

receipt (in the case of personal service or commercial overnight delivery service) or two days after deposit in the United States mail, to the following addresses:

To Sublandlord: USCC Services, LLC  
8410 West Bryn Mawr Avenue  
Chicago, IL 60631  
Attn: Corporate Real Estate Department

With a copy to:

Sidley Austin LLP  
One South Dearborn Street  
Chicago, IL 60603  
Attention: Elizabeth McCloy, Esq.

To Subtenant: City of Chicago  
Department of Aviation  
10510 W. Zemke Blvd. 2<sup>nd</sup> Floor  
PO Box 66848 Chicago, Illinois 60666  
Attn: Commissioner

With a copy to:

City of Chicago  
c/o Department of Aviation  
10510 W Zemke Blvd., 2<sup>nd</sup> Floor  
PO Box 66848 Chicago, Illinois 60666  
Attn: General Counsel

And a copy to:

Deputy Corporation Counsel – Aviation  
Environmental, Regulatory and Contracts  
City of Chicago Department of Law  
2 N LaSalle St., Ste. 540  
Chicago, Illinois 60602

Either party may revise its notice address by written notice to the other party.

12. **Holding Over**. Subtenant shall have no right to holdover. If Subtenant does not surrender and vacate the Premises at the expiration or earlier termination of this Sublease, Subtenant shall be a tenant at sufferance, or at the sole election of Sublandlord, a month to month tenancy, and the parties agree in either case that the reasonable rental value, if at sufferance, or the Rent if a month to month tenancy shall be Rent at the greater of (1) the monthly rate of one hundred fifty percent (150%) of the monthly Rent set forth in Section 4, or (2) the rate of one hundred fifty percent (150%) of any and all Rent due to Master Landlord from Sublandlord under the holdover provisions of the Master Lease, including, but not limited to, Operating Expenses and Taxes due and payable during such holdover period of time. In connection with the foregoing, Sublandlord and Subtenant agree that the reasonable rental value of the Premises following the expiration or

earlier termination of the Sublease shall be the amounts set forth above per month. Sublandlord and Subtenant acknowledge and agree that, under the circumstances existing as of the Effective Date, it is impracticable and/or extremely difficult to ascertain the reasonable rental value of the Premises on the Expiration Date and that the reasonable rental value established herein is a reasonable estimate of the damage that Sublandlord would suffer as the result of the failure of Subtenant to timely surrender possession of the Premises. Notwithstanding the foregoing, and in addition to all other rights and remedies on the part of Sublandlord if Subtenant fails to surrender the Premises upon the termination or expiration of this Sublease, in addition to any other liabilities to Sublandlord accruing therefrom, Subtenant shall indemnify, defend and hold Sublandlord harmless from all Claims resulting from such failure, including, without limitation, any Claims by any third parties based on such failure to surrender and any lost profits to Sublandlord resulting therefrom.

13. **Miscellaneous.**

13.1 **Conflict with Master Lease; Interpretation.** To the maximum extent possible, the provisions of the Master Lease shall be construed as consistent with and complementary to the provisions of this Sublease. In the event of any conflict between the provisions of the Master Lease and this Sublease, the Master Lease shall govern and control except to the extent directly contradicted by the terms of this Sublease. No presumption shall apply in the interpretation or construction of this Sublease as a result of Sublandlord having drafted the whole or any part hereof.

13.2 **Remedies Cumulative.** The rights, privileges, elections, and remedies of Sublandlord in this Sublease, at law, and in equity are cumulative and not alternative.

13.3 **Waiver of Redemption.** Subtenant hereby expressly waives any and all rights of redemption to which it may be entitled by or under any present or future laws in the event Sublandlord shall obtain a judgment for possession of the Premises.

13.4 **Damage and Destruction; Condemnation.** In the event of any damage, destruction, casualty, condemnation or threat of condemnation affecting the Premises, Rent payable hereunder shall be abated but only to the extent that Rent is abated under the Master Lease with respect to the Premises. Subtenant shall have no right to terminate this Sublease in connection with any damage, destruction, casualty, condemnation or threat of condemnation except to the extent the Master Lease is also terminated as to the Premises or any portion thereof.

13.5 **Effect of Conveyance.** As used in this Sublease, the term "Sublandlord" means the holder of the "Tenant's" interest under the Master Lease. In the event of any assignment or transfer of the "Tenant's" interest under the Master Lease, which assignment or transfer may occur at any time during the Term hereof in Sublandlord's sole discretion, Sublandlord shall be and hereby is entirely relieved of the future performance of all covenants and obligations of Sublandlord hereunder if such future performance is assumed by the transferee in a writing and a copy thereof is delivered to Subtenant. Sublandlord may transfer and deliver any security of Subtenant to the transferee of the Tenant's interest under the Master Lease, and thereupon Sublandlord shall be discharged from any further liability with respect thereto if such transferee

assumes in writing Sublandlord's obligations with regard to such security in a writing delivered to Subtenant.

13.6 Broker's Commission. Sublandlord and Subtenant represent and warrant to each other that each has dealt with the following brokers Newmark ("**Sublandlord's Broker**") and Avison Young ("**Subtenant's Broker**", collectively the "**Brokers**") and with no other agent, finder, or other such person with respect to this Sublease and each agrees to indemnify and hold the other harmless from any Claims asserted against the other by any broker, agent, finder, or other such person not identified above as Sublandlord's Broker or Subtenant's Broker. The Commission to the Brokers is pursuant to separate agreement.

13.7 Offer. Preparation of this Sublease by either Sublandlord or Subtenant or either party's agent and submission of same to Sublandlord or Subtenant shall not be deemed an offer to Sublease. This Sublease is not intended to be binding until executed and delivered by all Parties hereto.

13.8 Due Authority. If Subtenant or Sublandlord, as the case may be, executes this Sublease as a corporation, limited partnership, limited liability company, or any other type of entity, Subtenant or Sublandlord, as the case may be, does hereby represent and warrant to the other party hereto that (a) Subtenant or Sublandlord, as the case may be, is a duly organized and validly existing corporation, limited partnership, limited liability company, or other type of entity, as the case may be, (b) Subtenant or Sublandlord, as the case may be, is qualified to do business in the state where the Premises is located, (c) Subtenant or Sublandlord, as the case may be, has full right, power, and authority to enter into this Sublease, and (d) each person signing on behalf of Subtenant or Sublandlord, as the case may be, is authorized to do so. Upon Sublandlord's or Subtenant's request, as the case may be, the requested party shall provide to the requesting party evidence reasonably satisfactory to the requesting party confirming the foregoing representations and warranties.

13.9 Multiple Counterparts. This Sublease may be executed in two counterparts, each of which shall be deemed an original and both of which together shall constitute one and the same agreement. This Sublease may be executed by a party's signature through DocuSign or transmitted by electronic mail in pdf format ("**pdf**"), and copies of this Sublease executed and delivered by means of DocuSign or pdf signatures shall have the same force and effect as copies hereof executed and delivered with original signatures. All parties hereto may rely upon DocuSign or pdf signatures as if such signatures were originals. Any party executing and delivering this Sublease by pdf shall promptly thereafter deliver a counterpart of this Sublease containing said party's original signature. All parties hereto agree that a DocuSign copy of this Sublease or pdf signature page may be introduced into evidence in any proceeding arising out of or related to this Sublease as if it were an original signature page.

13.10 Attorney Fees. In the event any action or proceeding at law or in equity or any arbitration proceeding be instituted by either party, for an alleged breach of any obligation of a party under this Sublease, to recover rent, to terminate the tenancy of Subtenant at the Premises, or to enforce, protect, or establish any right or remedy of a party to this Sublease, the prevailing party (by judgment or settlement) in such action or proceeding shall be entitled to recover as part of such action or proceeding such reasonable attorneys' fees, expert witness fees, and court costs

as may be fixed by the court or jury, but this provision shall not apply to any cross-complaint filed by anyone other than Sublandlord in such action or proceeding.

13.11 Sublandlord's Costs. In any case where Subtenant requests permission from Sublandlord and/or Master Landlord to assign, sublet, make alterations, or receive any other consent or obtain any waiver from or modification to the terms of this Sublease, Subtenant shall pay to Sublandlord or Master Landlord, as the case maybe, a reasonable administrative charge and reasonable attorney's fees incurred in reviewing such request or such amount as set forth in this Sublease or Master Lease as the case may be, provided Subtenant's obligation shall be capped at an aggregate amount not to exceed three thousand and no/100 dollars (\$3,000.00) per each individual request by Subtenant.

13.12 Waiver of Damages. Notwithstanding anything in this Sublease or under law or equity to the contrary, neither party shall be liable to the other for, and each party in favor of the other hereby waives any claim for, any indirect, consequential, special or punitive damages, including loss of profits or business opportunity, arising under or in connection with this Sublease, or negligence of the party against whom the claim would be made.

13.13 Exhibits. All exhibits to this Sublease are a part hereof.

IN WITNESS WHEREOF, Sublandlord and Subtenant have executed and delivered this Sublease on the date first set forth above.

**SUBLANDLORD**

**USCC SERVICES, LLC**, a Delaware  
limited liability company

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**SUBTENANT**

**CITY OF CHICAGO**, an Illinois home rule  
municipality

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A**  
**MASTER LEASE**

[Redacted Master Lease appears on following pages]

***U.S. CELLULAR PLAZA***

**SECOND AMENDED AND  
RESTATED OFFICE LEASE**

**FCA FUND CHICAGO II, LLC, a  
Delaware limited liability company ("Landlord")**

---

**and**

**USCC SERVICES, LLC, a  
Delaware limited liability company ("Tenant")**

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## **SECOND AMENDED AND RESTATED OFFICE LEASE**

### **1. BASIC LEASE PROVISIONS AND IDENTIFICATION OF EXHIBITS**

#### **1.01 BASIC LEASE PROVISIONS**

##### **A. BUILDINGS AND ADDRESSES:**

U.S Cellular Plaza  
8410 West Bryn Mawr Avenue (the "8410 Building")  
8420 West Bryn Mawr Avenue (the "8420 Building")  
8430 West Bryn Mawr Avenue (the "8430 Building")  
Chicago, IL 60631

##### **B. LANDLORD AND ADDRESS:**

FCA Fund Chicago II, LLC  
c/o FCA Partners, LLC  
Attn: Edward M. Cherry  
201 South Tryon Street, Suite 900  
Charlotte, NC 28202

With a copy to:

FCA Fund Chicago, II, LLC  
c/o FCA Partners, LLC  
Attn: Property Manager  
U.S. Cellular Plaza  
8420 West Bryn Mawr Avenue, Suite 190  
Chicago, IL 60631

And a copy to:

Moore & VanAllen, PLLC  
Attn: Jeffrey W. Glenney  
100 North Tryon Street  
Suite 4700  
Charlotte, NC 28202-4003

##### **C. TENANT AND CURRENT ADDRESS:**

USCC Services, LLC  
8410 West Bryn Mawr Avenue  
Chicago, IL 60631  
Attn: Corporate Real Estate Department

With a copy to:

Elizabeth K. McCloy  
Sidley Austin LLP  
One South Dearborn  
Chicago, IL 60603

- D. **DATE OF THIS LEASE:** April 1, 2016 ("**Date of this Lease**")
- E. **LEASE TERM:** Eleven (11) years, plus the interim period commencing on April 1, 2016 and ending on October 31, 2017 (provided, however, that solely for purposes of calculating and determining any leasing commissions payable to Colliers in connection with this Lease, the Lease Term shall be deemed to be eleven (11) years commencing on November 1, 2017 and ending on the Expiration Date and shall exclude such initial interim period)
- F. **COMMENCEMENT DATE OF TERM:** April 1, 2016
- G. **EXPIRATION DATE OF TERM:** October 31, 2028
- H. **MONTHLY BASE RENT:**                      11/

**I. RENTABLE AREA OF THE PREMISES:**

Existing Premises: Floors 1 through 11, inclusive, of the 8410 Building - 212,428 RSF

Expansion Premises: Floors 4 through 9, inclusive, of the 8420 Building - 119,369 RSF

**J. SECURITY DEPOSIT: None**

**K. FLOORS:**

Existing Premises: Floors 1 through 11, inclusive, in the 8410 Building

Expansion Premises: Floors 4 through 9, inclusive, in the 8420 Building

**L. TENANT'S PROPORTIONATE SHARE:** The percentage derived from dividing the aggregate rentable area of the Premises, as the same exists from time to time, by the aggregate rentable area of the Complex (as hereinafter defined). As of the Date of this Lease: (i) Tenant's Proportionate Share with respect to the Existing Premises shall be and is hereby established and confirmed as Thirty-Three and 3,229/10,000 percent (33.3329%) (calculated by dividing 212,428, being the rentable area of the Premises, by 637,484, being the rentable area of the Complex); and (ii) Tenant's Proportionate Share with respect to the full Premises (inclusive of the Existing Premises and the Expansion Premises) shall be and is hereby established and confirmed as Fifty-Two and 479/10,000 percent (52.0479%) (calculated by dividing 331,797, being the rentable area of the full Premises, by 637,484, being the rentable area of the Complex).

**1.02 IDENTIFICATION OF EXHIBITS**

The exhibits set forth below and attached to this Lease are incorporated in this Lease by this reference:

|                    |   |                                       |
|--------------------|---|---------------------------------------|
| <b>EXHIBIT A-1</b> | - | Plan of Existing Premises             |
| <b>EXHIBIT A-2</b> | - | Plan of Expansion Premises            |
| <b>EXHIBIT B</b>   | - | Work Letter                           |
| <b>EXHIBIT B-1</b> | - | Contractor Insurance Requirements     |
| <b>EXHIBIT C</b>   | - | Parking Rules and Regulations         |
| <b>EXHIBIT D</b>   | - | [Intentionally Omitted]               |
| <b>EXHIBIT E</b>   | - | Tenant Roof Space                     |
| <b>EXHIBIT F</b>   | - | Description of Antennae               |
| <b>EXHIBIT G</b>   | - | HVAC Specifications                   |
| <b>EXHIBIT H</b>   | - | Cleaning Specifications               |
| <b>EXHIBIT I</b>   | - | Tenant Competitors                    |
| <b>EXHIBIT J</b>   | - | Approved Contractors                  |
| <b>EXHIBIT K</b>   | - | Existing Tenant Rights                |
| <b>EXHIBIT L</b>   | - | Termination Fee Amortization Schedule |

|                  |   |                                                           |
|------------------|---|-----------------------------------------------------------|
| <b>EXHIBIT M</b> | - | Contraction Fee Amortization Schedule                     |
| <b>EXHIBIT N</b> | - | Responsible Contractor Policy                             |
| <b>EXHIBIT O</b> | - | Restroom Work Plans                                       |
| <b>EXHIBIT P</b> | - | Window Film Work Specification                            |
| <b>EXHIBIT Q</b> | - | Window Blind Work Specification                           |
| <b>EXHIBIT R</b> | - | Backbone Work Specification                               |
| <b>EXHIBIT S</b> | - | Reserved Parking Spaces and Tenant Visitor Parking Spaces |

## 2. PREMISES AND TERM; LEASE OF PREMISES

### 2.01 AMENDED AND RESTATED LEASE

Landlord (through its predecessor-in-interest, PKY Fund Chicago II, LLC) and Tenant (through its predecessor-in-interest, United States Cellular Corporation) have heretofore entered into: (i) that certain Amended and Restated Office Lease dated as of January 1, 2010 (the "**Original Lease**"), as amended by that certain First Amendment to Amended and Restated Office Lease dated as of September 1, 2010 (the "**First Amendment**"), as modified by that certain Assignment and Assumption of Lease dated as of April 1, 2013 (the "**Assignment**"), and as further amended by that certain Second Amendment to Amended and Restated Office Lease dated as of December 31, 2014 (the "**Second Amendment**", and together with the Original Lease, the First Amendment, and the Assignment, collectively, the "**Existing Lease**"), whereby Landlord leases to Tenant, and Tenant leases from Landlord, certain premises in the 8410 Building consisting of the entirety of Floors 1 through 11, inclusive, thereof (collectively, the "**Existing Premises**"), which Existing Premises is deemed to comprise 212,428 rentable square feet in the aggregate, and which Existing Premises are more specifically shown and depicted on Exhibit A-1 attached hereto and made a part hereof, for a term through and including October 31, 2017, all on the terms and conditions set forth therein; and (ii) that certain Temporary Space License Agreement dated as of December 31, 2014 (the "**Temporary Space Agreement**") whereby Landlord licenses to Tenant, and Tenant licenses from Landlord, certain premises in the 8420 Building consisting of portions of Floor 9 thereof (collectively, the "**Temporary Space**") for a month-to-month term. Landlord and Tenant desire to amend and restate in its entirety the Existing Lease as of the Commencement Date, and to terminate the Temporary Space Agreement as of April 30, 2016 (the "**Temporary Space Agreement Termination Date**"), all on the terms and conditions hereinafter set forth, and as a result, the Existing Lease shall be deemed null, void, and of no further force or effect, and superseded by this Lease, upon the Commencement Date, and the Temporary Space Agreement shall be deemed null, void, and of no further force or effect as of the Temporary Space Agreement Termination Date. Tenant shall, on or before the Temporary Space Agreement Termination Date, vacate and surrender the Temporary Space to Landlord pursuant to, and in accordance with, the applicable terms and provisions of the Temporary Space Agreement.

### 2.02 LEASE OF PREMISES

In furtherance of the foregoing, Landlord hereby leases to Tenant and Tenant leases from Landlord (i) the Existing Premises, and (ii) certain premises in the 8420 Building consisting of the entirety of Floors 4 through 9, inclusive, thereof (collectively, the "**Expansion Premises**"), which Expansion Premises is deemed to comprise 119,369 rentable square feet in the aggregate, and which Expansion Premises are more specifically shown and depicted on Exhibit A-2 attached hereto and made a part hereof (the Existing Premises and the Expansion Premises are sometimes referred to hereinafter, collectively, as the "**Premises**"). The Existing Premises are situated in the 8410 Building located at the

address stated in Subsection 1.01.A, and the Expansion Premises are situated in the 8420 Building located at the address stated in Subsection 1.01.A, which 8410 Building and 8420 Building are part of an office building complex known as U.S. Cellular Plaza and located at 8410-8420-8430 West Bryn Mawr, Chicago, Illinois, upon the following terms and conditions. For purposes of this Lease, "**Building**" shall mean (from time to time as the context dictates) either or all of the 8410 Building, the 8420 Building, and the 8430 Building, and "**Complex**" shall mean all land, buildings (including, specifically and without limitation, the 8410 Building, the 8420 Building, and the 8430 Building), and improvements, including, without limitation, the "**Common Areas**" (as hereinafter defined), comprising U.S. Cellular Plaza. The Premises and the Complex has been measured in substantial accordance with the 1996 office standard ANSI/BOMA z65.1-1996 (the "**BOMA 1996 Standard**"), and any additional space hereafter leased by Tenant in the Complex (whether pursuant to the Right of First Offer or the Right of First Refusal, as each such term is hereinafter defined, or otherwise) under this Lease will be measured in substantial accordance with the same BOMA 1996 Standard.

## 2.03 TERM

A. The term of this Lease (the "**Term**") with respect to the Existing Premises shall commence on the date stated in Subsection 1.01.F (the "**Commencement Date**"). The Term shall expire on the date (the "**Expiration Date**") stated in Subsection 1.01.G, unless sooner terminated as otherwise provided in this Lease, and subject to renewal as provided in Article 29 of this Lease.

B. The Term with respect to the Expansion Premises shall commence on the Turnover Date (as hereinafter defined) with respect thereto. The "**Turnover Date**" shall be the later of: (i) the one hundred eightieth (180th) day following the Date of this Lease; or (ii) the date on which the Restroom Work (as hereinafter defined) and the Backbone Work (as hereinafter defined) in the Expansion Premises is substantially completed. The Term with respect to the Expansion Premises shall expire on the Expiration Date stated in Subsection 1.01.G, unless sooner terminated as otherwise provided in this Lease, and subject to renewal as provided in Article 29 of this Lease.

C. With respect to the Expansion Premises, the period from the Turnover Date until October 31, 2017 shall be the "**Beneficial Occupancy Period**". During the Beneficial Occupancy Period: (i) Tenant shall use commercially reasonable efforts to complete the construction of its TI (as hereinafter defined) and the installation of its furniture, fixtures, and equipment and staged moves into the Expansion Premises; (ii) Tenant shall not be obligated to pay Monthly Base Rent, Adjusted Monthly Base Rent, or utilities (other than electricity for lights and outlets, which Tenant shall be required to pay during such Beneficial Occupancy Period based on separate meters) with respect to the Expansion Premises; (iii) Tenant will continue to pay Monthly Base Rent, Adjusted Monthly Base Rent, and utilities with respect to the Existing Premises during the Beneficial Occupancy Period in accordance with the terms and provisions hereof; and (iv) all other terms and conditions set forth in this Lease will be and remain in full force and effect with respect to both the Existing Premises and the Expansion Premises.

D. Landlord shall not be liable for damages to Tenant for failure to deliver possession of the Expansion Premises to Tenant for any reason, except that the Turnover Date shall be delayed until Landlord so delivers possession of the Expansion Premises to Tenant. Notwithstanding the foregoing, so long as this Lease is executed and delivered by Tenant on or before the Date of this Lease, if the Restroom Work and the Backbone Work is not substantially completed within the Expansion Premises by the two hundred eightieth (270th) day following the Date of this Lease, then if, and only to the extent that, such failure to so substantially complete the Restroom Work and the Backbone Work is not attributable to Tenant Delay or Force Majeure Events (as each such term is hereinafter defined), Tenant shall be entitled to an additional abatement of the Monthly Base Rent and Adjusted Monthly Base Rent otherwise payable by Tenant hereunder with respect to the Expansion Premises (but specifically excluding the Existing

Premises) equal to one (1) day for each day from and after the two hundred seventy-first (271st) day following the Date of this Lease during which Landlord fails to so substantially complete the Restroom Work and the Backbone Work within the Expansion Premises as aforesaid.

### 3. RENT

#### 3.01 PAYMENT OF RENT

#### 3.02 EXISTING PREMISES FREE RENT PERIOD

A. Notwithstanding anything to the contrary contained herein, Tenant's obligations for Monthly Base Rent and Adjusted Monthly Base Rent with respect to the Existing Premises only (and specifically excluding Monthly Base Rent and Adjusted Monthly Base Rent with respect to the Expansion Premises), shall be abated in full for the twelve (12) month period commencing on November 1, 2017 and ending on October 31, 2018 (the "**Existing Premises Free Rent Period**", and the Monthly Base Rent and Adjusted Monthly Base Rent so abated hereunder, the "**Existing Premises Rental Abatement**"); provided, (i) if there shall be an Event of Default by Tenant at any time during any Existing Premises Free Rent Period, Tenant shall not be entitled to the remainder of the Existing Premises Free Rent Period unless and until Tenant cures such Event of Default to completion, in which case the Existing Premises Free Rent Period shall be reinstated for the remaining period thereof, and (ii) if this Lease or Tenant's right to possession hereunder shall be terminated as a result of an Event of Default by Tenant hereunder, Tenant shall become obligated to pay, in addition to Tenant's other obligations under the Lease, the then-unamortized portion of the Existing Premises Rental Abatement hereunder (which Existing Premises Rental Abatement shall be amortized on a straight-line basis over the period commencing on November 1, 2017 and ending on October 31, 2028 using an interest rate of eight percent (8%) per annum) within thirty (30) days following written demand by Landlord.

B. Notwithstanding the provisions of Section 3.02.A above: (i) Tenant shall have the right, upon written notice delivered to Landlord no earlier than August 1, 2016 and no later than September 1, 2017, and without impacting the Term, to elect to convert all or any portion of the Existing Premises Rental Abatement to an additional TI Allowance (as hereinafter defined) hereunder to be used and applied

for any of the items permitted under the Work Letter attached as Exhibit B hereto and made a part hereof (the "Work Letter") on a present value basis using an eight percent (8%) discount rate, and such conversion shall become effective within thirty (30) days following delivery of such written notice to Landlord; and (ii) Landlord shall also have the right, at any time prior to or after the Date of this Lease and without impacting the Term, and upon not less than thirty (30) days' prior written notice delivered to Tenant, to accelerate all or any portion of the Existing Premises Rental Abatement and to provide Tenant with a lump sum payment on a present value basis using an eight percent (8%) discount rate in lieu thereof, in which event Tenant shall thereupon commence paying Monthly Base Rent and Adjusted Monthly Base Rent with respect to the Existing Premises at the then-applicable amounts thereof. Any such conversion shall be confirmed by a mutually and reasonably acceptable amendment to this Lease executed by Landlord and Tenant.

#### 4. SECURITY DEPOSIT

It is acknowledged and agreed that, while Landlord has not required a security deposit in connection with the execution and delivery of this Lease by Landlord and Tenant, in the event that Tenant's financial condition is materially or significantly diminished at the time Tenant seeks to exercise any Right of First Offer (as hereinafter defined) pursuant to Article 30 hereof, any Right of First Refusal (as hereinafter defined) pursuant to Article 33 hereof, or any other expansion of the Premises then demised hereunder as compared to Tenant's financial condition on the Date of this Lease, then Landlord reserves the right, to be exercised in Landlord's commercially reasonable discretion, to require that Tenant deposit security which may, at Tenant's option, be in the form of either cash or a letter of credit (the "Security Deposit") in connection with the exercise of such Right of First Offer, Right of First Refusal, or other expansion of the Premises then demised hereunder, which Security Deposit shall be in an amount sufficient to provide Landlord with additional security for the costs and expenses to be incurred by Landlord in connection with such Right of First Offer, Right of First Refusal, or other expansion of the Premises then demised hereunder, which Security Deposit shall be consistent with then-prevailing market conditions for comparable expansions in Comparable Buildings (as hereinafter defined). Any such Security Deposit may be applied by Landlord to cure any Event of Default (as hereinafter defined) under this Lease, and upon notice by Landlord of such application, Tenant shall replenish the Security Deposit in full by promptly paying to Landlord the amount so applied or delivering to Landlord an additional letter of credit. Landlord shall not pay any interest on such Security Deposit. Within forty-five (45) days after the Expiration Date (as the same may be extended as hereinafter provided) or the date on which Tenant provides Landlord with satisfactory written evidence that Tenant's financial condition is no longer materially or significantly diminished from Tenant's financial condition on the Date of this Lease, Landlord shall return to Tenant the balance, if any, of such Security Deposit. The Security Deposit shall not be deemed an advance payment of Rent or a measure of damages for any default by Tenant under this Lease, nor shall it be a bar or defense to any action which Landlord may at any time commence against Tenant.

#### 5. SERVICES

##### 5.01 LANDLORD'S GENERAL SERVICES

During the Term, Landlord shall provide the following services:

- (1) heat, ventilation, and air-conditioning in the Premises, Monday through Friday from 8:00 A.M. to 6:00 P.M. and Saturday from 8:00 A.M. to 1:00 P.M. ("Normal Business Hours"), excluding Sundays and Holidays (as hereinafter defined), substantially in accordance with the Building's HVAC Specifications attached hereto as Exhibit G (the "HVAC Specifications"), and in the absence of the use of excessive or non-customary machines or

equipment (or population density in the Premises in excess of that set forth in the HVAC Specifications), which materially or adversely affect the temperature otherwise maintained in the Premises, subject, however, to applicable Laws (as hereinafter defined);

(2) hot and cold city water from the regular Building fixtures for drinking, kitchen, lavatory, and toilet purposes only daily twenty-four (24) hours a day, seven (7) days a week;

(3) customary cleaning and janitorial services in the Premises and Common Areas Monday through Friday, excluding Holidays, substantially in accordance with the Cleaning Specifications attached hereto as Exhibit H;

(4) mowing, groundskeeping, landscaping, snow removal, and trash removal in the Common Areas in a manner consistent with Comparable Buildings;

(5) window washing of windows in the Premises and the Common Areas, inside and outside at reasonable intervals (but at least two (2) times each calendar year for outside window washing);

(6) adequate passenger elevator service in common with other tenants of the Building daily twenty-four (24) hours a day, seven (7) days a week, at least three (3) of which elevators per Building shall be operating daily during Normal Business Hours, and at least two (2) of which elevators per Building shall be operating at all times, in each case subject to temporary interruptions for necessary repairs or for other matters beyond Landlord's reasonable control, and freight elevator service per Building daily, subject to scheduling by Landlord, and subject to temporary interruptions for necessary repairs or for other matters beyond Landlord's reasonable control;

(7) 24-hour manned general security services in the Complex in such manner as Landlord shall determine is appropriate from time to time (so long as the same is consistent with security services in Comparable Buildings); provided, (i) Landlord makes no representation or warranty whatsoever concerning the adequacy or sufficiency of any such security services, (ii) Landlord further reserves the right to relocate, replace, modify, or alter any such security services from time to time during the Term hereof (so long as such relocations, replacements, modifications, or alterations are consistent with security services in Comparable Buildings), and (iii) Tenant shall be entitled to review and approve, which approval shall not be unreasonably withheld, conditioned, or delayed, any such relocations, replacements, modifications, or alterations to such security services with respect to the 8410 Building only; and

(8) the Building's loading docks in common with Landlord and other tenants of the Building during Normal Business Hours, upon request of Tenant and subject to reasonable scheduling by Landlord.

"Holidays" shall mean the following days: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day.

## **5.02 ADDITIONAL AND AFTER-HOUR SERVICES**

Landlord shall not be obligated to furnish any services or utilities, other than those stated in this Article 5. If Landlord elects to furnish services or utilities requested by Tenant in addition to those listed in Section 5.01 or at times other than Normal Business Hours, Tenant shall pay to Landlord the actual, out-of-pocket prevailing charges for such services and utilities, within thirty (30) days after a separate

billing therefor (inclusive of reasonable supporting documentation). If Tenant fails to make any such payment within such 30-day period, Landlord may, without notice to Tenant and in addition to Landlord's other remedies under this Lease, discontinue any or all of such additional or after-hour services. Except as otherwise expressly provided herein, no such discontinuance of any service shall result in any liability of Landlord to Tenant or be considered an eviction or a disturbance of Tenant's use of the Premises. Notwithstanding the foregoing, Landlord, at Tenant's sole cost and upon prior written request from Tenant no later than 12:00 p.m. on Monday – Friday for additional service on such day, and no later than 12:00 p.m. on the preceding day for additional service on any Saturday, Sunday, or Holiday (provided, Landlord shall use commercially reasonable efforts to accommodate any request by Tenant for such additional services if provided later than the aforementioned deadlines to the extent reasonably practicable), shall, but subject to Force Majeure Events and subject to the service capability of the Building's systems, furnish heat, ventilation, and air conditioning to the Premises during times other than Normal Business Hours, subject in each case to Tenant's payment of Landlord's then applicable charges for such after-hours service (which charges are currently \$110.00 per hour per floor for air conditioning and \$65.00 per hour per floor for heating, and which charges are subject to change at any time and from time to time, provided that such modified charges shall in no event exceed Landlord's actual, out-of-pocket, additional cost of providing such after-hours service, as the same may increase from time to time, plus five percent (5%) thereof).

#### 5.03 DELAYS IN FURNISHING SERVICES

Tenant agrees that Landlord shall not be liable for damages for failure to furnish or delay in furnishing any service if attributable to Force Majeure Events. In addition, no such failure or delay shall be considered to be an eviction or disturbance of Tenant's use or possession of the Premises, or relieve Tenant from its obligation to pay all Rent when due or from any other obligations of Tenant under this Lease, except as stated in the remainder of this Section 5.03. Notwithstanding the foregoing to the contrary, in the event of any failure or delay in the furnishing of (i) heat, ventilation, and air-conditioning in the Premises, (ii) water from the regular Building fixtures for drinking, lavatory, and toilet purposes, (iii) passenger elevator service serving the Premises, or (iv) base Building electrical equipment and facilities (excluding, however, Tenant's electrical equipment and facilities within the Premises) (each, a "**Critical Failure**"), irrespective of whether such Critical Failure is caused by a Force Majeure Event or otherwise (but subject to the last grammatical sentence hereof), and provided that (a) such Critical Failure is not caused by Tenant or any Tenant Parties (as hereinafter defined), (b) such Critical Failure continues for five (5) consecutive days (or continues for one (1) day in the event that such Critical Failure is caused by the negligence or willful misconduct of Landlord or any Landlord Parties (as hereinafter defined)), and (c) Tenant does not occupy the Premises, or any portion thereof, during said 5-day period (or 1-day period, as the case may be), then Monthly Base Rent and Adjusted Monthly Base Rent with respect to such unoccupied portion of the Premises shall abate commencing as of the day immediately following the expiration of said 5-day period (or 1-day period, as the case may be) and expiring on the earlier to occur of (1) the date of restoration of such services, or (2) the date Tenant resumes occupancy of the entire Premises, or the relevant portion thereof, as the case may be. Such abatement shall be in an amount bearing the same ratio to the total amount of Monthly Base Rent and Adjusted Monthly Base Rent for such period as the portion of the rentable square footage of the Premises in which Tenant actually ceases to conduct its customary business operations bears to the overall rentable square footage of the Premises. In addition, if (A) such Critical Failure is not caused by Tenant or Tenant's employees, agents, or invitees, (B) such Critical Failure continues for one hundred eighty (180) consecutive days, and (C) Tenant does not occupy the Premises, or any material portion thereof (which, solely for purposes hereof, shall mean forty percent (40%) or more of the rentable area thereof), during such 180-day period, then Tenant shall have the right to terminate this Lease effective as of the expiration of said 180-day period upon written notice to Landlord given within twenty (20) days following the expiration of said 180-day period (which notice shall be effective and binding on Landlord and Tenant unless such service is restored within such

20-day period) as Landlord's sole liability to Tenant and Tenant's sole remedy against Landlord for such failure or delay. Notwithstanding the foregoing, if Tenant's right to abatement occurs because of damage or destruction by fire or other casualty or taking by eminent domain, Tenant's abatement period and other rights and obligations with respect thereto shall be governed solely by the applicable casualty and condemnation provisions of this Lease.

#### **5.04 TENANT'S UTILITIES**

Tenant shall make arrangements directly with the telephone company and the public utility electric company servicing the Building for telephone service and all electric power or current in the Premises desired by Tenant. Tenant shall pay for all telephone and electric service (other than for the services provided under Clause (1) of Section 5.01) used or consumed in the Premises, including the cost of installation of any separate meters. Tenant shall also pay for the maintenance and replacement of all light fixtures, electrical switches, electrical outlets, lamps, bulbs, tubes, ballasts, and starters located in the Premises. Tenant shall have the right to keep and maintain during the Term (and to replace with comparable air conditioning units, as necessary), Tenant's air conditioning units now located on the roof of the 8410 Building as of the Date of this Lease, it being understood and agreed that any additional units or other roof installations shall be and remain subject to the applicable terms and provisions of this Lease, including, without limitation, Article 10 hereof.

#### **5.05 FITNESS CENTER**

Landlord shall maintain at the Complex during the Term, as part of the Common Areas, for exclusive use by Tenant (and its employees) and the other tenants and occupants of the Complex (and their employees) from time to time (but not for use by the general public, except as hereinafter provided in this Section 5.05), an unmanned health and fitness center (the "**Fitness Center**") consisting of approximately two thousand eight hundred sixteen (2,816) rentable square feet (or such other larger size as Landlord deems appropriate from time to time). Tenant (and its employees) shall be permitted to use the Fitness Center at no cost to Tenant or its employees (and no membership fee or other charge of any kind relative to such Fitness Center usage shall be charged to Tenant or any employees of Tenant), subject, however, to inclusion of the costs and expenses thereof as part of Operating Expenses, to the extent such costs and expenses are permitted to be so included as part of Operating Expenses hereunder. Landlord shall have the right to require each individual who is permitted to use the Fitness Center (as a condition to his/her use of the Fitness Center) to enter into a separate agreement with Landlord. The Fitness Center shall be operated and maintained during the Term hereof in a manner consistent with similar fitness centers located at other Comparable Buildings. Notwithstanding the prohibition on use of the Fitness Center by the general public as set forth above, Landlord hereby reserves the right, and shall be permitted (but shall in no event be required), to bring into the Fitness Center from time to time third party fitness instructors, trainers, and providers for the purpose of providing specialized fitness-related classes, instruction, or services, and in such event, such third party fitness instructors, trainers, and providers shall be permitted to bring into the Fitness Center from time to time reasonable numbers of their non-tenant or non-employee clients for participation in such classes, instruction, or services (provided, however, in the event that the frequency or quantity of such non-tenant or non-employee clients causes a material disruption to the use or availability of the Fitness Center to Tenant (or its employees), Tenant shall so notify Landlord thereof in writing, in which event Landlord shall remedy such disruption as soon thereafter as is reasonably practicable).

#### **5.06 EXTRA UTILITIES AND SERVICES**

Without limitation of any services being provided by Landlord as expressly set forth in this Lease, including Section 5.01 above (or as Landlord hereafter determines to provide, at its sole discretion

or to comply with Section 5.07 below), Landlord shall also provide to Tenant such other extra utilities or services as Tenant may from time to time reasonably request, provided that (a) the same are reasonable and feasible for Landlord to provide and do not involve modifications or additions to the Building or existing Building systems or equipment or any other capital expenditures, (b) Landlord shall receive Tenant's written request reasonably in advance, and (c) such services are generally available in Comparable Buildings (all of which extra utilities or services provided to Tenant under this Section 5.06 being referred to as "**Extra Utilities and Services**"). Tenant shall, for such Extra Utilities and Services, pay to Landlord its then applicable charges for such Extra Utilities and Services (which charges shall in no event exceed Landlord's actual, out-of-pocket, additional cost of providing such Extra Utilities and Services, as the same may increase from time to time, plus five percent (5%) thereof), which payment shall be due from time to time within thirty (30) days after Landlord's written demand therefor. If Tenant shall fail to timely make any such payment within such 30-day period, then, in addition to all other remedies available to Landlord, Landlord may discontinue any such Extra Utilities and Services. No such discontinuance of any such additional service shall result in any liability of Landlord to Tenant or be considered as an eviction or a disturbance of Tenant's use of the Premises.

#### **5.07 STANDARD OF OPERATION**

Landlord shall operate or cause to be operated, the Complex, and shall provide or cause to be provided management and services thereto, in a manner consistent with Comparable Buildings. Landlord shall use commercially reasonable efforts to minimize any failure, delay, interruption, or diminution in furnishing any service described in this Article 5 which is the express responsibility of Landlord hereunder.

#### **5.08 USE OF FIRE STAIRS**

So long as permitted by applicable Laws, including, without limitation, building and fire codes and requirements, and subject to any rules reasonably adopted by Landlord from time to time as permitted hereunder, Tenant may, at its sole cost and expense, at all times during the Term (i) use the fire exit stairways for travel between and among any full floors of the Building, and (ii) upgrade Building standard improvements therein in accordance with Article 10 hereof (which stairway improvements may include, without limitation, the installation of a card reader or other system exclusively for Tenant's use, so long as (a) the same is compatible with the Building's fire and life-safety and security systems), as well as installation of drywall, carpeting (if permitted by Laws), paint of Tenant's choice, and light fixtures, all in accordance with all applicable Laws, and (b) in the case of the 8420 Building and the 8430 Building (if applicable), as the case may be, such upgrades do not violate the terms and provisions of any existing lease in the 8420 Building or the 8430 Building, as the case may be, in effect as of the Date of this Lease. Tenant shall ensure that all stairwell entry doors to the Premises shall remain closed and locked at all times (except for access by means of the approved security system). Tenant expressly acknowledges and agrees that Landlord shall have no additional responsibility for security within such stairway areas (other than Landlord's general obligation to provide security services for the Building as set forth herein) due to Tenant's use thereof in accordance with this Section 5.08. If so directed by Landlord upon the expiration or earlier termination of this Lease, or the termination of this Lease with respect to affected portions of the Premises (including, without limitation, in connection with Tenant's exercise of the Contraction Option (as hereinafter defined) as provided under Article 34 hereof), Tenant shall remove any such stairway improvements installed by Tenant hereunder and restore those fire exit stairways affected thereby to the condition existing prior to such installation, ordinary wear and tear excepted, and in manner consistent with applicable Laws.

## 6. POSSESSION, USE, AND ENJOYMENT

### 6.01 POSSESSION AND USE OF PREMISES

Tenant is now in possession of the Existing Premises pursuant to the Existing Lease. Tenant shall be entitled to possession of the Expansion Premises on the Turnover Date. Tenant shall occupy and use the entirety of the Premises hereunder for general office purposes only and such other ancillary uses as are permitted by Law and consistent with Comparable Buildings. Tenant shall not occupy or use the Premises or permit the use or occupancy of the Premises for any purpose or in any manner which:

(1) is unlawful or in violation of any applicable legal, governmental, or quasi-governmental law, statute, code, requirement, ordinance, or rule (each, a "Law", and collectively, "Laws"), as well as any commercially reasonable requirement of Landlord's insurance carriers which is communicated in writing to Tenant (so long as no such insurance requirement precludes Tenant from using, or continuing to use, the Premises for the purposes specifically permitted under this Section 6.01);

(2) may be dangerous to persons or property;

(3) may, due to Tenant's particular manner of use of the Premises, or any portion thereof (other than for general office purposes and related ancillary uses as specifically permitted under this Section 6.01), invalidate or increase the amount of premiums for any policy of insurance affecting the Building or the Complex, unless, if any additional amounts of insurance premiums are so incurred, Tenant shall pay to Landlord the additional amounts on demand; or

(4) may create a legal nuisance or disturb any other tenant of the Complex.

### 6.02 QUIET ENJOYMENT

So long as no Event of Default exists under this Lease, Tenant shall be entitled to peaceful and quiet enjoyment of the Premises and reasonable access thereto for the Term, free from any unreasonable interference by Landlord or anyone claiming through Landlord, subject to the terms of this Lease.

### 6.03 COMMON AREAS

A. For purposes of this Lease "Common Areas" shall mean all areas, improvements, space, and equipment in or at the Complex provided by Landlord for the common or joint use and benefit of tenants, customers, and other invitees, including, without limitation, all parking areas, parking garages, garage access roads, driveways, entrances and exits, retaining walls, landscaped areas, truck serviceways, or tunnels, loading docks, pedestrian walk-ways, walls, courtyards, concourses, stairs, ramps, sidewalks, washrooms, the Fitness Center, signs identifying or advertising the Complex, maintenance buildings, utility buildings, maintenance and utility rooms and closets, hallways, lobbies, elevators and their housing and rooms, common window areas, walls and ceilings in Common Areas, and trash or rubbish areas.

B. Tenant shall be entitled to use, in common with others entitled thereto, the Common Areas as may be designated from time to time by Landlord, subject however to the terms and conditions of this Lease and subject to Article 18, to the reasonable rules and regulations for the use thereof as may be prescribed from time to time by Landlord but applied consistently for all tenants of the Complex. If the size or configuration of the Common Areas is diminished or altered, Landlord shall not be liable to Tenant therefor, nor shall Tenant be entitled to any compensation or diminution or abatement of Adjusted Monthly Base Rent, nor shall such diminution or alteration of the Common Areas be considered a

constructive or actual eviction; provided, however, that no such changes in or to the Common Areas hereinafter performed or imposed by Landlord shall (i) materially and adversely interfere with Tenant's use of, or access to, the Premises hereunder, or (ii) diminish Tenant's parking rights under Article 27 hereof in any material respect.

C. Landlord represents to Tenant that, as of the Date of this Lease, Landlord has received no written notice from any governmental authority that the 8410 Building, the Expansion Premises, or the Common Areas of the Complex are in violation in any material respect of any currently applicable requirements of the ADA (as hereinafter defined) or any currently applicable regulations of the Environmental Protection Agency.

#### **6.04 RESTRICTION ON COMPETITORS**

## 7. CONDITION OF PREMISES

Except for the Landlord Premises Work (as hereinafter defined), Tenant shall accept the Premises in an "as-is" physical condition on the Commencement Date, and shall be conclusively presumed to have waived all claims relating to the condition of the Premises, except for latent defects in base Building systems, equipment, or structural components serving the Premises. Except for the Landlord Non-Premises Work (as hereinafter defined), no agreement of Landlord to alter, remodel, decorate, clean, or improve the Premises, the Building, the Common Areas, or the Complex, and no representation regarding the condition of the Premises, the Building, the Common Areas, or the Complex, has been made by or on behalf of Landlord to Tenant, except as expressly stated in this Lease.

## 8. ASSIGNMENT AND SUBLETTING

### 8.01 ASSIGNMENT AND SUBLETTING

Except to the extent permitted by the terms and provisions of this Article 8, without the prior written consent of Landlord, Tenant shall not sublease the Premises, or assign, mortgage, pledge, hypothecate, or otherwise transfer or permit the transfer of this Lease or the interest of Tenant in this Lease, in whole or in part, by operation of law or otherwise. Landlord agrees that Landlord's consent to a proposed assignment (other than an assignment to be given for collateral purposes) or a proposed sublease shall not be unreasonably withheld, conditioned, or delayed. If Tenant desires to assign this Lease or enter into any sublease of the Premises, Tenant shall deliver written notice of such intent to Landlord, together with a copy of the proposed assignment or sublease, at least thirty (30) days prior to the effective date of the proposed assignment or commencement date of the term of the proposed sublease. Any approved sublease shall be expressly subject to the terms and conditions of this Lease. In addition to Tenant's payment to Landlord of Adjusted Monthly Base Rent, after Tenant has recouped the sum of (a) all of Tenant's actual, reasonable, and documented costs to sublease, including, without limitation, subtenant allowances, rent abatements, all concessions and inducements, lease buy-out costs, attorneys' fees, advertising expenses, and any customary brokerage commission actually paid by Tenant to a licensed real estate broker to procure such sublease, plus (b) the actual, reasonable, out-of-pocket cost to Tenant of leasehold improvements undertaken by Tenant (subject to Landlord's prior written consent and the other provisions of Article 10 below) solely to prepare the sublease space for such subtenant, Tenant shall pay Landlord on the first day of each month during the term of such sublease, fifty percent (50%) of the excess of (i) all rent and other consideration due from the subtenant for such month, minus (ii) that portion of the Adjusted Monthly Base Rent due under this Lease for said month which is allocable on a square footage basis to the space sublet. In the event of any approved sublease or assignment, Tenant shall not be released or discharged from any liability, whether past, present, or future, under this Lease, including any renewal term of this Lease. Without limitation, Landlord shall not be deemed to have unreasonably withheld, conditioned, or delayed its consent to any sublease of the Premises or assignment of this Lease if (1) the proposed transferee is an existing tenant or occupant of the Complex, and (2) Landlord has reasonable comparable space in the Complex available to lease to such proposed subtenant or assignee, as the case may be. Notwithstanding the foregoing, Tenant, at any time without the prior written consent of Landlord, but on not less than twenty (20) days' prior written notice to Landlord, and subject to all of the other terms and conditions of this Lease, may (A) sublease all or any portion of the Premises or assign its interest in this Lease to an Affiliate, or (B) sublease a portion or portions of the Premises, not to exceed twenty percent (20%) of the rentable area thereof in the aggregate, to so-called "friends of the firm" with whom Tenant then maintains an independent business relationship and for which the primary use of such subleased space shall be for the service of such business relationship between Tenant and such other entity, including, without limitation, auditors, attorneys, agents, vendors, or consultants of Tenant or of any Affiliate falling within such definition. For purposes of this Lease, "Affiliate" shall mean (x) any person or entity to which Tenant conveys or assigns, as part of a single

transaction, all or substantially all of its stock or assets, including its interest and obligation under this Lease, (y) any entity with which Tenant may consolidate, or into which Tenant may be merged, or any entity resulting from a merger or consolidation to which Tenant is a party, or (z) any entity controlling, controlled by, or in common control with Tenant. The term "**control**" as used in this Lease means the power to directly or indirectly direct or cause the direction of the management and policies of Tenant, through the ownership of voting securities or beneficial interests or other ownership interests.

## 8.02 RECAPTURE

If Tenant desires to enter into any sublease of the Premises other than to an Affiliate or "friend of the firm" as aforesaid and such sublease is for all or substantially all of the then-remaining Term, Landlord shall have the option to exclude from the Premises covered by this Lease the space proposed to be sublet by Tenant, effective as of the proposed commencement date of the sublease of said space by Tenant. Landlord may exercise said option by giving Tenant written notice within ten (10) business days after receipt by Landlord of Tenant's notice of the proposed sublease. If Landlord exercises said option, Tenant shall surrender possession of the proposed sublease space to Landlord on the effective date of exclusion of said space from the Premises covered by this Lease, and neither party hereto shall have any further rights or liabilities with respect to said space under this Lease. Effective as of the date of exclusion of any portion of the Premises covered by this Lease pursuant to this paragraph, (i) the Monthly Base Rent specified in Subsection 1.01.H shall be reduced in the same proportion as the number of square feet of rentable area contained in the portion of the Premises so excluded bears to the number of square feet of rentable area contained in the Premises immediately prior to such exclusion, and (ii) the rentable area of the Premises specified in Subsection 1.01.I shall be decreased by the number of square feet of rentable area contained in the portion of the Premises so excluded, for all purposes under this Lease. In the event that Landlord elects to exercise the recapture option described herein and actually recaptures such space from Tenant, Landlord shall be responsible for separately demising the recaptured space from the remaining Premises (including, without limitation, the installation of required Building-standard demising walls and separate meters) at no additional cost or expense to Tenant, which demising work shall be performed by Landlord at such time as Landlord deems necessary or appropriate in Landlord's commercially reasonable discretion. Notwithstanding any of the foregoing to the contrary, if Landlord notifies Tenant that Landlord has elected to terminate this Lease with respect to the space described in a notice from Tenant regarding a prospective sublease transaction, as described above, then Tenant shall have the right, at its election, to rescind its earlier notice to Landlord regarding such transaction, which rescission shall be exercised by written notice to Landlord no later than ten (10) business days following Tenant's receipt of Landlord's election (time being of the essence), whereupon this Lease shall continue in full force and effect, and Tenant's earlier notice to Landlord of a desire to make the subject sublease shall be deemed null and void. In addition, if Tenant desires to assign this Lease, or any portion thereof, or to sublease the Premises or any portion thereof, Tenant shall be permitted to advertise, in a commercially reasonable manner, the availability of space without first obtaining Landlord's approval thereof.

## 8.03 COSTS

Tenant agrees to reimburse Landlord, within thirty (30) days after billing and whether or not Landlord consents to such transfer, for all actual, reasonable, out-of-pocket costs and expenses, including, without limitation, reasonable legal fees, paid or incurred by Landlord in connection with Landlord's review of any proposed assignment or sublease and documentation of Landlord's consent thereto, which fees, costs, and expenses shall not exceed the sum of Three Thousand and No/100 Dollars (\$3,000.00) per request in the case of routine requests not requiring extensive administrative review or attorney negotiation.

## 9. MAINTENANCE

### 9.01 LANDLORD'S MAINTENANCE

Landlord, at its expense, shall maintain, replace, and make necessary repairs to the base Building, foundations, roof, exterior walls, structural elements, and exterior windows of the Complex, and the base Building systems, including, without limitation, the electrical, plumbing, heating, ventilation, and air conditioning systems, and life-safety systems therein, in a manner consistent with applicable Laws and with other first class commercial office buildings located in the "O'Hare" submarket of the greater Chicago, Illinois metropolitan area ("**Comparable Buildings**"), except that:

(1) Landlord shall not be responsible for the maintenance, repair, or replacement of any such systems which are located within the Premises and are supplemental or special to the Building's standard systems, or floor or wall coverings in the Premises: and

(2) the cost of performing any of said maintenance or repairs caused by the negligence of Tenant or any Tenant Parties, or the failure of Tenant to perform its obligations under this Lease, shall, subject to the terms and provisions of Section 17.03 hereof, be paid by Tenant, except to the extent of insurance proceeds, if any, actually collected by Landlord from Landlord's insurance policies (or which would have been collected had Landlord maintained the insurance required to be maintained by Landlord hereunder) with regard to the damage necessitating such repairs. Notwithstanding anything to the contrary set forth herein, Landlord shall be responsible for repair or replacement of damage to the Premises, Complex, and Common Areas to the extent caused by the negligence or willful misconduct of any Landlord Party (as hereinafter defined), which repair or replacement shall be performed within a reasonable timeframe after the date of such damage.

### 9.02 TENANT'S MAINTENANCE

Subject to the terms and provisions of Article 15, Tenant, at its expense, shall keep and maintain the Premises in good order, condition and repair and in accordance with all applicable Laws provided, however, that, Tenant shall not be obligated to make any structural alterations or capital improvements to the Premises to the extent required by any Laws which require generally that such structural alterations or capital improvements are required to be made to the Building as a whole (i.e., as distinguished from alterations or improvements made necessary by Tenant's particular use of the Premises, and not merely as a result of Tenant's "general office" usage, or required to be made to, or made necessary by, any work, including, without limitation, work done in the Premises by or on behalf of Tenant), and provided further, that Tenant shall not be obligated to maintain or repair any of the items which Landlord is obligated to maintain and to repair pursuant to Section 9.01 or any other section of this Lease, except as otherwise provided therein.

### 9.03 MAINTENANCE OF COMMON AREAS

The Common Areas shall at all times be subject to the exclusive control, management, operation, and maintenance of Landlord. Subject to the terms and provisions of Article 18, Landlord shall have the right from time to time to establish, modify, and enforce reasonable rules and regulations with respect to the Common Areas, which rules and regulations Landlord shall apply in a uniform and non-discriminatory manner. Tenant agrees to comply with such rules and regulations, to cause each Tenant Party to so comply, and to use its reasonable efforts to cause its customers, invitees, concessionaires, suppliers, and licensees to so comply. Landlord shall have the right to construct, maintain and operate lighting facilities in and on the Common Areas; to police the same; from time to time to change the area,

level, location, or arrangement of parking areas and other facilities located in the Common Areas; to close all or any portion of the Common Areas to such extent as may, in the commercially reasonable opinion of Landlord, be legally sufficient to prevent a dedication thereof or accrual of any rights to any person or the public therein; to close temporarily all or any part of the parking areas or parking facilities; and to do and perform such other acts in and to the Common Areas as, in the exercise of good business judgment, Landlord shall determine to be advisable, but consistently for all tenants of the Complex and subject to any limitations to the extent expressly set forth in this Lease.

## 10. ALTERATIONS AND IMPROVEMENTS

### 10.01 TENANT'S ALTERATIONS

Subject to Section 10.02 and Section 10.03, and except for the initial TI and the HVAC Diffuser Work (as each such term is hereinafter defined) which shall instead be governed by the terms and provisions of the Work Letter, Tenant shall not, without the prior written consent of Landlord (which consent shall not be unreasonably withheld, conditioned, or delayed), make or cause to be made any alterations, improvements, additions, or installations (each, an "Alteration") in or to the Premises. If Tenant proposes to make any such Alteration, before commencement of any such Alteration or delivery of any materials into the Premises or the Building, Tenant shall furnish to Landlord for approval: architectural plans and specifications, names and addresses of all contractors, necessary permits and licenses, and certificates of insurance, all in such form and amount as may be satisfactory to Landlord in its commercially reasonable judgment. Tenant agrees to hold the Landlord Parties and each of them forever harmless against all claims and liabilities of every kind, nature, and description which may arise out of or in any way be connected with such Alteration, except to the extent arising from the negligence or willful misconduct of any of the Landlord Parties. All such Alteration work shall be done only by contractors or mechanics approved by Landlord, which approval shall not be unreasonably withheld, conditioned, or delayed, and at such time and in such manner as Landlord may from time to time reasonably designate. Without limitation of the other terms and provisions hereof, it is acknowledged and agreed that the contractors specifically named on Exhibit J attached hereto and made a part hereof (collectively, the "Approved Contractors") shall be deemed approved for purposes of this Article 10, so long as such Approved Contractors, at the time of any such Alteration hereunder, remain licensed and bonded contractors in good standing, are union trades, meet Landlord's reasonable contractor insurance requirements (which current contractor insurance requirements are set forth on Exhibit B-1 attached hereto and made a part hereof), and are otherwise capable of working in harmony with all contractors of Landlord and the other tenants and occupants of the Complex. All such contractors, including, without limitation, any Approved Contractors, will be required to adhere to the "Responsible Contractor Policy", a copy of which is attached as Exhibit N hereto and made a part hereof. Tenant shall pay the cost of all such Alteration work. Upon completion of such Alteration work, Tenant shall furnish Landlord with contractors' affidavits and full and final waivers of lien covering all labor and materials expended. All such Alteration work shall be in compliance with all applicable Laws. All such Alteration work shall be done in a good and workmanlike manner and with the use of good grades of materials. Tenant shall permit Landlord, if Landlord so desires, to supervise construction operations in connection with such Alteration work; provided, however, that (i) such supervision or right to supervise by Landlord shall not constitute any warranty by Landlord to Tenant of the adequacy of the design, workmanship, or quality of such Alteration work or materials for Tenant's intended use or impose any liability upon Landlord in connection with the performance of such Alteration work, and (ii) Landlord shall not charge Tenant a supervision fee for such Alteration work, provided, however, that, except in the case of Permitted Alterations (as hereinafter defined), Tenant shall reimburse Landlord for all of Landlord's actual, reasonable, out-of-pocket expenses incurred for architects, engineers, contractors, attorneys, and consultants in connection with the review and approval of such Alteration work. All Alterations to or on the Premises shall (subject to Article 13) become part of the Premises at the time of their installation and

shall remain in the Premises at the expiration or termination of this Lease, or termination of Tenant's right of possession of the Premises, without compensation or credit to Tenant. No consent or approval required pursuant to this Section 10.01 shall be unreasonably withheld, conditioned, or delayed; provided, that anything set forth in the foregoing to the contrary notwithstanding, Landlord, in Landlord's sole and absolute discretion, may withhold its consent or approval of any Alterations which may adversely affect or impact any Building system or any Building structural component or the structural integrity of the Building.

#### **10.02 PERMITTED ALTERATIONS**

Notwithstanding anything in this Article 10 to the contrary, but subject to all other terms and provisions of this Lease, including, but not limited to, the other provisions of this Article 10 and the rules and regulations of the Building in effect from time to time, Tenant shall be permitted to perform, without Landlord's prior consent and without the submission of plans and specifications therefor (unless a permit is otherwise required by applicable Law therefor), but with reasonable advance written notice to Landlord, certain Alterations in the Premises such as repairs, renovations, painting, decorating, recarpeting, and minor construction so long as such Alterations (i) do not materially or adversely affect base Building systems or equipment or structural components of the Building, (ii) do not affect the premises of any other tenant or occupant of the Building, and (iii) do not require governmental permits or other approvals (collectively, "**Permitted Alterations**").

#### **10.03 FIRST FLOOR LOBBY WORK AND 8410/8420 WALKWAY**

Subject to the terms and provisions of this Lease, including, but not limited to, this Article 10 and the rules and regulations of the 8410 Building in effect from time to time, Tenant shall be entitled to construct and maintain in the first (1st) floor lobby of the 8410 Building (but specifically excluding the 8420 Building and the 8430 Building) such Alterations as are reasonably required in connection with Tenant's operational and security needs, including, without limitation, installation of a dedicated visitor reception desk for Tenant, security cards, security turnstiles and gates, finishes, and product displays (collectively, the "**8410 Building Lobby Alterations**"), so long as such 8410 Building Lobby Alterations are consistent with then applicable 8410 Building standards, and provided further that such 8410 Building Lobby Alterations are otherwise reasonably acceptable to, and have been approved in writing by, Landlord, which approval shall not be unreasonably withheld, conditioned, or delayed. In addition to the foregoing, Tenant may elect to install such Tenant "branding" items within the existing walkway situated between the 8410 Building and the 8420 Building (the "**8410/8420 Walkway**") as Tenant deems reasonably necessary or appropriate in connection with Tenant's occupancy of the 8410 Building and the 8420 Building, as the case may be, so long as such Tenant "branding" items are reasonably acceptable to, and have been approved in writing by, Landlord, which approval shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, Landlord hereby reserves the right, and shall be permitted (but shall in no event be required), to hereafter replace the 8410/8420 Walkway with another enclosed connecting structure between the 8410 Building and the 8420 Building, all as reasonably determined by Landlord from time to time (provided, however, in such event, (i) Tenant shall be provided a reasonable opportunity to review and provide comments on (but not to approve) the proposed design, plans, and specifications for such replacement connecting structure, and (ii) Tenant may elect to install such Tenant "branding" items within such replacement connecting structure as Tenant deems reasonably necessary or appropriate in connection with Tenant's occupancy of the 8410 Building and the 8420 Building, as the case may be, so long as such Tenant "branding" items are reasonably acceptable to, and have been first approved in writing by, Landlord, which approval shall not be unreasonably withheld, conditioned, or delayed).

#### 10.04 LIENS

Tenant shall not permit any lien or claim for lien of any mechanic, laborer, or supplier or any other lien to be filed against the Complex, the Building, the Common Areas, the land which comprises the Complex, the Premises, or any part of such property, arising out of any Alteration or other work performed, or alleged to have been performed by, or at the direction of, or on behalf of Tenant. If any such lien or claim for lien is filed, Tenant shall, within twenty (20) days after such filing, either have such lien or claim for lien released of record or shall deliver to Landlord a bond or title insurance or other security in form, content, amount, and issued by a company, reasonably satisfactory to Landlord indemnifying the Landlord Parties and each of them against all costs and liabilities resulting from such lien or claim for lien and the foreclosure or attempted foreclosure thereof. If Tenant fails to have such lien or claim for lien so released or to deliver such bond, title insurance, or other security to Landlord, Landlord, without investigating the validity of such lien, may pay or discharge the same and Tenant shall reimburse Landlord upon demand for the amount so paid by Landlord, including Landlord's reasonable expenses and attorneys' fees. If Tenant delivers such bond, title insurance or other security to Landlord with respect to any such lien, Tenant shall thereafter have the right and duty to diligently contest such lien; provided that Tenant shall, in any event, have any such lien released of record prior to final enforcement thereof.

### 11. WAIVER OF CLAIMS AND INDEMNITY

#### 11.01 WAIVER OF CLAIMS

Except to the extent caused by the negligence or willful misconduct of Landlord or any of the Landlord Parties, Landlord shall not be liable to Tenant or any of the Tenant Parties for any damage caused to any of them due to the Building, the Complex, or any part or appurtenances thereof being improperly constructed or being or becoming out of repair, or arising or resulting from fire, explosion, falling plaster, steam, gas, electricity, water, or rain which may leak from any part of the Building or the Complex, or from the pipes, appliances, appurtenances, or plumbing works therein, or from the roof, street, or sub-surface, or from any other place, or resulting from dampness or any other cause whatsoever, or from the acts or omissions of other tenants, occupants, or other visitors to the Building or the Complex; provided, however, that nothing contained in this Section 11.01 shall be deemed to waive or modify Landlord's maintenance and repair obligations as, and to the extent, expressly set forth under Section 9.01 hereof.

#### 11.02 INDEMNIFICATION

To the maximum extent permitted by applicable Law, but subject to the provisions of Section 17.03 hereof, Tenant agrees to indemnify and hold harmless Landlord, Landlord's property manager, Landlord's lender(s), and their respective officers, members, affiliates, partners, employees, agents, servants, contractors, and licensees (each, a "**Landlord Party**" and collectively, the "**Landlord Parties**"), and each of them, from and against any and all liabilities, claims, demands, costs, and expenses of every kind and nature (including reasonable attorneys' fees), including, without limitation, those arising from any injury or damage to any person, property, or business to the extent: (a) sustained in or about the Premises; (b) resulting from the negligence or willful misconduct of Tenant, its officers, members, affiliates, partners, employees, agents, servants, contractors, licensees, assignees, or subtenants (each, a "**Tenant Party**", and collectively, the "**Tenant Parties**"); or (c) resulting from the failure of Tenant to perform its obligations under this Lease; provided, however, Tenant's obligations under this Section 11.02 shall not apply to injury or damage to the extent resulting from the negligence or willful misconduct of Landlord or any Landlord Party. If any such proceeding is brought against the Landlord Parties, or any of them, Tenant covenants to defend such proceeding at its sole cost. To the maximum extent permitted by

applicable Law, but subject to the provisions of Section 17.03 hereof, Landlord agrees to indemnify and hold harmless Tenant or any Tenant Party from and against any and all liabilities, claims, demands, costs, and expenses of every kind and nature (including reasonable attorneys' fees), including those arising from any injury or damage to any person, property, or business to the extent: (i) sustained in or about the Common Areas of the Complex other than the Premises; (ii) resulting from the negligence or willful misconduct of Landlord or any Landlord Party; or (iii) resulting from the failure of Landlord to perform its obligations under this Lease; provided, however, Landlord's obligations under this Section 11.02 shall not apply to injury or damage to the extent resulting from the negligence or willful misconduct of Tenant or any Tenant Party. If any such proceeding is brought against Tenant or any Tenant Party, Landlord covenants to defend such proceeding at its sole cost.

## **12. LANDLORD'S REMEDIES**

### **12.01 EVENTS OF DEFAULT**

Each of the following shall constitute an "Event of Default" by Tenant under this Lease: (i) Tenant fails to pay any installment of Rent within five (5) business days after the day it is due, and such failure is not cured within five (5) business days after Tenant's receipt of written notice of default from Landlord (which 5-business day period shall run concurrently with and not be in addition to the statutory landlord's 5-business day notice required under Illinois law in dispossession proceedings); provided, however, that in the event Landlord delivers such default notice to Tenant two (2) times during any calendar year during the Term, then Tenant's failure during such calendar year to pay any subsequent Rent within five (5) business days following the date such Rent is due shall constitute an Event of Default under this Lease without the necessity of Landlord giving Tenant any written default notice; (ii) Tenant fails to observe or perform any of the other covenants, conditions or provisions of this Lease to be observed or performed by Tenant and fails to cure such default within thirty (30) days after written notice to Tenant, unless Tenant is diligently pursuing a cure, in which case such 30-day period shall be extended for such additional time as is reasonably necessary while, and for so long as, Tenant is so diligently pursuing a cure, not to exceed ninety (90) days following such initial written notice, subject to Force Majeure Events and delays to the extent attributable to the acts or omissions of the Landlord Parties (and except in the case of emergencies involving an imminent threat of death, bodily injury, or material and substantial property damage, in which case, such shorter period of time following written notice to Tenant as is reasonable under the circumstances); (iii) the interest of Tenant in this Lease is levied upon under execution or other legal process; (iv) a petition is filed by or against Tenant to declare Tenant bankrupt or seeking a plan of reorganization or arrangement under any Chapter of the Bankruptcy Code, or any amendment, replacement, or substitution therefor, or to delay payment of, reduce or modify Tenant's debts, or any petition is filed (and, with respect to any petition filed against Tenant, is not dismissed within sixty (60) days after its filing) or other action taken to reorganize or modify Tenant's capital structure or upon the dissolution of Tenant; (v) Tenant is declared insolvent by law or any assignment of Tenant's property is made for the benefit of creditors; or (vi) a receiver is appointed for Tenant or Tenant's property.

### **12.02 LANDLORD'S REMEDIES**

Upon the occurrence of an Event of Default by Tenant under this Lease, Landlord, at its option, without further notice or demand to Tenant, may, in addition to all other rights and remedies provided in this Lease, at law, or in equity:

A. Terminate this Lease and Tenant's right of possession of the Premises, and recover all damages to which Landlord is entitled under Law, specifically including, without limitation, all Landlord's reasonable expenses of reletting (including repairs, alterations, improvements, additions, legal

fees, and brokerage commissions; provided, any such repairs, alterations, improvements, and additions as aforesaid shall be amortized over their estimated useful life at a rate of eight percent (8%) per annum).

B. Terminate Tenant's right of possession of the Premises without terminating this Lease, in which event Landlord shall use commercially reasonable efforts to relet the Premises, or any part thereof (as further provided under Subsection 12.02.D below), for the account of Tenant, for such rent and term and upon such terms and conditions as are acceptable to Landlord. For purposes of such reletting, Landlord is authorized to repair, alter and improve the Premises to the extent reasonably necessary; provided, any such repairs, alterations, and improvements as aforesaid shall be amortized over their estimated useful life at a rate of eight percent (8%) per annum. If Landlord does not relet the Premises, then Tenant shall pay Landlord monthly on the first day of each month during the period that Tenant's right of possession is terminated, a sum equal to the amount of Rent due under this Lease for such month (less any amount which Landlord could have realized if Landlord relet the Premises to a reputable, creditworthy substitute tenant procured by Tenant and presented to Landlord in writing, which substitute tenant was ready, willing and able to lease the entire Premises from Landlord under a lease in form identical to the form of this Lease). If the Premises are relet and a sufficient sum is not realized from such reletting after payment of all Landlord's reasonable expenses of reletting (including repairs, alterations, improvements, additions, decorations, legal fees, and brokerage commissions; provided, any such repairs, alterations, improvements, and additions as aforesaid shall be amortized over their estimated useful life at a rate of eight percent (8%) per annum) to satisfy the payment of Rent due under this Lease for any month, Tenant shall pay Landlord any such deficiency monthly upon demand. Tenant agrees that Landlord may file suit to recover any sums due to Landlord under this section from time to time and that such suit or recovery of any amount due Landlord shall not be any defense to any subsequent action brought for any amount not previously reduced to judgment in favor of Landlord. If Landlord elects to terminate Tenant's right to possession only without terminating this Lease, Landlord may, at its option, enter into the Premises, remove Tenant's signs and other evidences of tenancy, and take and hold possession thereof, as stated in Article 13; provided, however, that such entry and possession shall not terminate this Lease or release Tenant, in whole or in part, from Tenant's obligation to pay the Rent reserved hereunder for the full Term or from any other obligation of Tenant under this Lease.

C. In the event a petition is filed by or against Tenant seeking a plan of reorganization or arrangement under Chapter 9, 11, or 13 of the Bankruptcy Code, Landlord and Tenant agree, to the extent permitted by Law, that the trustee in bankruptcy shall determine within sixty (60) days after commencement of the case, whether to assume or reject this Lease.

D. Landlord agrees to use commercially reasonable efforts to mitigate damages and relet the Premises, or portions thereof, in accordance with applicable Law.

### **12.03 ATTORNEYS' FEES**

In the event of litigation arising in connection with this Lease or the duties and obligations of the parties under this Lease, then the non-prevailing party, if any, in such litigation shall pay, upon demand, all costs and expenses, including court costs and reasonable attorneys' fees, incurred by the prevailing party in enforcing the non-prevailing party's obligations under this Lease, or resulting from the non-prevailing party's default under this Lease.

### **12.04 LANDLORD DEFAULT**

Tenant shall notify Landlord of any alleged failure by Landlord to perform any of the covenants, conditions, and obligations required to be performed by Landlord under this Lease, including, without limitation, payment of the TI Allowance or the HVAC Diffuser Allowance (as each such term is

hereinafter defined), which notice shall be in writing and shall state with specificity the nature of Landlord's breach, and Tenant shall take no action with respect to such breach as long as Landlord promptly commences to cure such breach within thirty (30) days' following Landlord's receipt of such written notice from Tenant (except in the case of emergencies involving an imminent threat of death, bodily injury, or material and substantial property damage within or to the Premises, in which case, such shorter period of time following written notice to Landlord as is reasonable under the circumstances), and thereafter diligently proceeds to complete the cure of such breach within a reasonable time period after Landlord's receipt of such initial written notice from Tenant, not to exceed ninety (90) days following such initial written notice, subject to Force Majeure Events and delays to the extent attributable to the acts or omissions of the Tenant Parties (each, a "**Tenant Delay**"). If Landlord fails to cure or commence to cure any such default as hereinabove provided (each, a "**Landlord Default**"), Tenant, at its option, with or without further notice or demand of any kind to Landlord or any other person, shall have the right to pursue any or all of Tenant's rights or remedies under this Lease, at Law, or in equity (including, without limitation, monetary damages, specific performance, and injunctive relief, to the extent applicable) in connection with such Landlord Default.

#### 12.05 TENANT'S REMEDIES

Subject to the applicable terms and provisions of this Lease, including, specifically and without limitation, the draw requirements and other obligations set forth herein, solely in the event that: (i) Landlord fails to disburse any portion of the TI Allowance or the HVAC Diffuser Allowance as and when required under this Lease; (ii) Landlord fails to complete the Landlord Premises Work or the Landlord Non-Premises Work, as the case may be, as and when required under this Lease; or (iii) there is a Landlord Default as hereinabove provided, and so long as Tenant shall have complied with the draw requirements and other obligations set forth in this Lease, Tenant shall have the right to complete the Landlord Premises Work or the Landlord Non-Premises Work, as the case may be, and/or to cure such Landlord Default under this Lease. In addition, Tenant shall also have the right to give Landlord written notice (an "**Offset Notice**") requesting disbursement of such portion of the TI Allowance or the HVAC Diffuser Allowance, or reimbursement of the costs of the Landlord Premises Work or the Landlord Non-Premises Work, or other costs incurred by Tenant in connection with the cure of such Landlord Default, as the case may be, which Offset Notice shall contain a sentence stating "LANDLORD'S FAILURE TO [DISBURSE SUCH PORTION OF THE TI ALLOWANCE OR THE HVAC DIFFUSER ALLOWANCE] [REIMBURSE TENANT FOR SUCH {LANDLORD PREMISES WORK} {LANDLORD NON-PREMISES WORK} COSTS OR OTHER COSTS OF CURING SUCH LANDLORD DEFAULT] WITHIN SIXTY (60) DAYS AFTER LANDLORD'S RECEIPT OF THIS OFFSET NOTICE SHALL GIVE TENANT THE RIGHT TO OFFSET SUCH [UNDISBURSED AMOUNT] [UNREIMBURSED AMOUNT] AGAINST THE PAYMENT OF MONTHLY BASE RENT," and, in the event that Landlord fails to disburse such portion of the TI Allowance or the HVAC Diffuser Allowance, or reimburse such costs of the Landlord Premises Work or the Landlord Non-Premises Work or other costs, as the case may be, or otherwise dispute Tenant's Offset Notice in writing within sixty (60) days after Landlord's receipt of such Offset Notice, such undisbursed portion of the TI Allowance or the HVAC Diffuser Allowance or such unreimbursed costs of the Landlord Premises Work or the Landlord Non-Premises Work or other costs, as the case may be, may be offset against the next installment of Monthly Base Rent then due Landlord under this Lease (in order of payment) until the entirety of such undisbursed portion of the TI Allowance or the HVAC Diffuser Allowance or such unreimbursed costs of the Landlord Premises Work or the Landlord Non-Premises Work or other costs, as the case may be, have been either fully offset or paid by Landlord in full.

### 13. SURRENDER OF PREMISES

Upon the expiration or termination of this Lease or the termination of Tenant's right to possession of the Premises, Tenant shall surrender and vacate the Premises immediately and deliver possession thereof to Landlord in a clean, good, and tenantable condition, ordinary wear and tear and damage by fire or other casualty excepted, and subject to Tenant's repair obligations specified in this Lease. Upon any termination, Tenant shall be entitled to remove from the Premises all movable trade fixtures and personal property of Tenant without credit or compensation from Landlord, provided Tenant immediately shall repair all damage resulting from such removal and shall restore the Premises to a clean, good, and tenantable condition, ordinary wear and tear and damage by fire or other casualty excepted. In the event possession of the Premises is not immediately delivered to Landlord, or if Tenant shall fail to remove any movable trade fixtures or personal property which Tenant is entitled to remove, Landlord may remove same without any liability to Tenant. Any movable trade fixtures and personal property which may be removed from the Premises by Tenant but which are not so removed shall be conclusively presumed to have been abandoned by Tenant and title to such property shall pass to Landlord without any payment or credit, and Landlord may, at its option and at Tenant's expense, store and/or dispose of such property. On or before the Expiration Date (or on or before expiration of the Permitted Holdover Period (as hereinafter defined), if applicable), Tenant, at its expense, shall remove (i) any air conditioning units installed by or at the direction of Tenant and located on the roof of the Building (or any other building in the Complex) and repair any and all damage to the roof and the Building (or any other building in the Complex, as the case may be) caused by the installation, operation, or removal of such units, (ii) any TI or Alterations or other fixtures or installations which involve structural work, or which constitute alterations or improvements not typically undertaken or installed in commercial office space, or which require extraordinary demolition costs for removal thereof (but specifically excluding (1) any pantries and/or kitchens installed wholly within the Premises, including, without limitation, water supply lines, waste lines and any associated floor penetrations related thereof (but specifically excluding any cafeteria now or hereafter installed in the Building or the Complex by Tenant), and (2) any additional bracing and/or electric power facilities associated with moveable partitions installed wholly within the Premises), so long as Landlord notifies Tenant at the time of Landlord's approval of such TI or Alterations that such TI or Alterations will be required to be removed upon expiration or termination of this Lease, (iii) any and all voice and data cabling and wiring installed by or at the direction of Tenant in any ROFO Space added to the Premises pursuant to Article 30 hereof, any ROFR Space added to the Premises pursuant to Article 33 hereof, or any other space added to the Premises from and after the Date of this Lease, (iv) the 8410 Building Lobby Alterations (as hereinabove defined) and any Alterations installed by or at the direction of Tenant in the 8410/8420 Walkway (or any Tenant "branding" items installed within the replacement connecting structure, as the case may be), unless otherwise directed in writing by Landlord, and so long as Landlord notifies Tenant at the time of Landlord's approval of such 8410 Building Lobby Alterations or 8410/8420 Walkway Alterations (or Tenant "branding" items installed within the replacement connecting structure, if applicable), as the case may be, or any changes thereto, that such 8410 Building Lobby Alterations or 8410/8420 Walkway Alterations (or Tenant "branding" items installed within the replacement connecting structure, if applicable), as the case may be, or any component thereof, will be required to be removed upon expiration or termination of this Lease, (v) the work cafe proposed to be constructed by Tenant on the second (2nd) floor of the Existing Premises, unless otherwise directed in writing by Landlord, and so long as Landlord notifies Tenant at the time of Landlord's approval of such work cafe that such work cafe, or any component thereof, will be required to be removed upon expiration or termination of this Lease (provided, however, that Tenant shall only be required to remove such components of the work cafe that constitute (a) trade fixtures or items personal and proprietary to Tenant's business, or (b) special, unique, atypical, or extraordinary installations of a type not customarily or typically included as part of general commercial office improvements or which involve extraordinary demolition and removal costs, including, by way of example and not of limitation, raised flooring, reinforced flooring, supplemental HVAC, beam or slab cuts or modifications, interior stairways, "black

iron", and any other structural or base Building modifications), and (vi) any interconnecting staircases installed in the Premises, or any portion or portions thereof, by or at the direction of Tenant, whether as part of the TI, any Alterations, or otherwise. In each case, Tenant immediately shall repair all damage resulting from such removal and shall restore those portions of the Premises or the Building affected thereby to a clean, good, and tenantable condition, ordinary wear and tear and damage by fire or other casualty excepted.

#### 14. HOLDING OVER

Tenant shall pay Landlord 150% of the Adjusted Monthly Base Rent then applicable for each month or partial month (prorated for any partial month) during which Tenant retains possession of the Premises, or any part of the Premises (in full floor increments only), after the expiration or termination of this Lease (or the Permitted Holdover Period, if applicable). Tenant shall indemnify Landlord against any and all liabilities and damages sustained by Landlord by reason of such retention of possession (provided, Tenant shall have no liability for consequential, special, or punitive damages hereunder unless and until (i) Tenant shall have so retained possession of the Premises, or any portion thereof, for ninety (90) days or more following the expiration or termination of this Lease (or the Permitted Holdover Period, if applicable), and (ii) Landlord shall have given Tenant not less than sixty (60) days' written notice that Landlord is then negotiating or has entered into a lease or other agreement with a third party for all or any portion of the Premises and Tenant continues to so retain possession of the Premises or any portion thereof beyond the surrender date set forth in such notice). The provisions of this Article 14 shall not constitute a waiver by Landlord of any re-entry rights of Landlord available under this Lease or by law. Notwithstanding the foregoing provisions of this Article 14, upon not less than ninety (90) days' prior written notice to Landlord, Tenant shall be permitted to retain possession of the Premises, or any part of the Premises (in full floor increments only), for a period of up to thirty (30) days after the expiration or termination of this Lease (the "Permitted Holdover Period"), in which event (a) Tenant shall pay Landlord 100% of the Adjusted Monthly Base Rent then applicable hereunder during such Permitted Holdover Period, and (b) Tenant's liability for damages as set forth in this Article 14 shall not apply to the extent relating to Tenant's retention of possession during such Permitted Holdover Period.

#### 15. DAMAGE BY FIRE OR OTHER CASUALTY

##### 15.01 SUBSTANTIAL UNTENANTABILITY

If either the Premises, the Building, or the Complex is rendered substantially untenable (as defined below) by fire or other casualty, then Landlord shall, with reasonable promptness after the occurrence of such damage (but in no event shall such period exceed ninety (90) days), estimate the length of time that will be required to substantially complete the repair and restoration of the damaged portions necessitated by such damage, and if it is so estimated that the amount of time required to substantially complete such repair and restoration will exceed three hundred sixty-five (365) days from the date such damage occurred, then either Landlord or Tenant shall have the right to terminate this Lease as of the date of notice of such election by giving notice to the other party at any time within thirty (30) days after Landlord gives Tenant the notice containing said estimate. Notwithstanding anything to the contrary in the prior sentence, Landlord shall only have such termination right if Landlord is also terminating the leases of tenants which represent a majority of the space in the 8410 Building or the 8420 Building, as the case may be, and Landlord reasonably demonstrates that Landlord does not intend to restore the 8410 Building or the 8420 Building, as the case may be. Unless this Lease is terminated as provided in this paragraph, Landlord shall proceed to repair or restore with reasonable promptness, and using commercially reasonable efforts to complete within the estimated timeframe, the Premises, the Building, and the Complex, other than Alterations, leasehold improvements (including, without

limitation, the TI), and personal property installed by Tenant, to substantially the same condition as existed immediately prior to such fire or casualty.

In the event this Lease is not terminated as a result of such casualty and the repairs and/or restorations are not substantially completed within sixty (60) days following the time period set forth in Landlord's estimate (subject to delays for Force Majeure Events and Tenant Delay), Tenant shall have the right to terminate this Lease on prior written notice to Landlord furnished at any time following the expiration of said time period set forth in Landlord's estimate (unless Landlord substantially completes such repairs and/or restorations prior to Landlord's receipt of Tenant's notice of termination). The foregoing termination rights granted to Tenant (together with the rent abatement rights set forth in Section 15.03 hereof) shall be Landlord's sole liability and Tenant's sole remedy for such failure to so complete such repair and restoration work within the prescribed time periods in the case of substantial untenability.

#### **15.02 INSUBSTANTIAL UNTENANTABILITY**

If either the Premises, the Building or the Complex is damaged by fire or other casualty, but is not rendered substantially untenable, then Landlord shall diligently proceed to repair and restore, with reasonable promptness, and using commercially reasonable efforts to complete within the estimated timeframe, the damaged portions thereof, other than Alterations, leasehold improvements (including, without limitation, the TI), and personal property installed by Tenant, to substantially the same condition as existed immediately prior to such fire or casualty, unless such damage to the Premises (if any) occurs during the last twelve (12) months of the Term and the reasonable estimate of time to substantially complete such repairs and restorations exceeds one hundred eighty (180) days, in which event either Landlord or Tenant shall have the right to terminate this Lease as of the date of such fire or other casualty by giving written notice to the other party at any time within thirty (30) days after the date of such fire or other casualty. Notwithstanding anything to the contrary in the prior sentence, Landlord shall only have such termination right if Landlord is also terminating the leases of tenants which represent a majority of the space in the 8410 Building or the 8420 Building, as the case may be, and Landlord reasonably demonstrates that Landlord does not intend to restore the 8410 Building or the 8420 Building, as the case may be.

In the event such repairs or restoration shall not be so completed within one hundred eighty (180) days following the date of the casualty (subject to delays for Force Majeure Events and Tenant Delay), Tenant shall have the right to terminate this Lease upon written notice to Landlord furnished within thirty (30) days following the expiration of said 180-day period (unless Landlord substantially completes such repairs and/or restorations prior to its receipt of Tenant's notice of termination). The foregoing termination rights granted to Tenant (together with the rent abatement rights set forth in Section 15.03 hereof) shall be Landlord's sole liability and Tenant's sole remedy for such failure to so complete such repair and restoration work within the prescribed time periods in the case of insubstantial untenability.

#### **15.03 RENT ABATEMENT**

If all or any part of the Premises or Common Areas are damaged by fire or other casualty and this Lease is not terminated, Adjusted Monthly Base Rent shall abate for all or that part of the Premises which are untenable on a per diem and proportionate area basis from the date of the fire or other casualty until Landlord has substantially completed the repair and restoration work in the Premises which it is required to perform hereunder and possession of the Premises is delivered to Tenant, provided, however, that as a result of such fire or other casualty, Tenant does not occupy all or that part of the Premises which are untenable during such period. Notwithstanding the foregoing, if the portion of the Premises so rendered untenable hereunder materially and adversely affects Tenant's ability to use the remainder of

the Premises under normal circumstances for its normal business operations (including, by way of example, but not limitation, the floor(s) on which Tenant's primary computer equipment or servers are located) such that the entire Premises are rendered untenable, then such abatement shall extend to the entire Premises, subject in all events to the terms and provisions hereof. In the event of termination of this Lease pursuant to this Article 15, Adjusted Monthly Base Rent shall be apportioned on a per diem basis and be paid to the date of the termination.

#### **15.04 TENANT'S RESTORATION**

Whether or not Tenant elects to apply all or any portion of the proceeds from the insurance required under Subsection 17.01(2) hereof thereto, if all or any part of the Premises are damaged by fire or other casualty and this Lease is not terminated, Tenant shall promptly and with due diligence repair and restore the leasehold improvements, TI, HVAC Diffuser Work, Alterations, and personal property previously installed by Tenant pursuant to this Lease.

#### **15.05 UNTENANTABILITY**

As used in this Lease, the term "**untenantable**" means (i) with respect to the Premises, or any portion thereof, that the Premises, or such portion thereof, cannot reasonably be used and occupied by Tenant in the ordinary and normal course of its business with no material and adverse disruption in Tenant's work environment and in accordance with applicable Laws, or that the Premises, or such portion thereof, is inaccessible to Tenant hereunder, and (ii) with respect to any other portion of the Complex, that such portion of the Complex cannot reasonably be used and occupied for its intended use due to damage to such portion of the Complex or such intended use being prohibited by applicable Law.

### **16. EMINENT DOMAIN**

#### **16.01 SUBSTANTIAL TAKING**

If all or any part of the Premises, the Building, or the Complex is permanently taken or condemned by any competent authority for any public use or purpose (including a deed given in lieu of condemnation), which renders the Premises substantially untenable (as defined in Article 15), this Lease shall terminate as of the date title vests in such authority, and Adjusted Monthly Base Rent shall be apportioned as of such date.

#### **16.02 INSUBSTANTIAL TAKING**

If any part of the Premises, the Building, or the Complex is taken or condemned for any public use or purpose (including a deed given in lieu of condemnation) and this Lease is not terminated pursuant to Section 16.01, Adjusted Monthly Base Rent shall be reduced for the period of such taking by an amount which bears the same ratio to Adjusted Monthly Base Rent then in effect as the number of square feet of rentable area in the Premises so taken or condemned, if any, bears to the number of square feet of rentable area specified in Subsection 1.01.I (as the same may be adjusted as provided therein). Landlord, upon receipt and to the extent of the award in condemnation or proceeds of sale, shall make necessary repairs and restorations (exclusive of Alterations, leasehold improvements (including, without limitation, the TI), and personal property installed by Tenant) to restore the Premises, Building, and Complex remaining to as near its former condition as circumstances will permit, and to the extent necessary to constitute the portion of same not so taken or condemned as a complete architectural and economically efficient unit. In the event of any taking or condemnation described in this Section 16.02, the rentable area of the Premises stated in Subsection 1.01.I (as the same may be adjusted as provided therein) and the rentable area of the Complex as specified in this Lease, shall be reduced, respectively, for all purposes

under this Lease by the number of square feet of rentable area of the Premises, if any, and the Complex, if any, so taken or condemned. Notwithstanding the foregoing, if the award in condemnation (or proceeds of sale) is insufficient to pay for the foregoing repairs and restorations required of Landlord hereunder, and if Landlord elects not to perform such repairs and restorations in excess of the award in condemnation (or proceeds of sale) as a result thereof, then Landlord shall promptly notify Tenant of such election, and, to the extent such taking renders any portion of the Premises untenable and Landlord so elects not to repair or restore such portion of the Premises, Tenant shall thereafter have the right to terminate this Lease effective as of such date as is designated by Tenant in a written notice thereof to Landlord given not later than sixty (60) days after Tenant's receipt of notice of such election by Landlord (which date so designated by Tenant shall be no more than ninety (90) days after the subject taking). In the event the repairs or restoration shall not be so completed within one hundred eighty (180) days following the date of taking (subject to delays for Force Majeure Events and Tenant Delay), Tenant shall have the right to terminate this Lease upon written notice to Landlord furnished within thirty (30) days following the expiration of said 180-day period (unless Landlord substantially completes such repairs and/or restorations prior to its receipt of Tenant's notice of termination). In the event such repairs or restoration shall not be so completed within three hundred sixty (360) days following such taking (delays for Force Majeure Events notwithstanding, but subject to Tenant Delay), Tenant shall have the right to terminate this Lease upon written notice to Landlord furnished within thirty (30) days following the expiration of said 360-day period (unless Landlord substantially completes such repairs and/or restorations prior to its receipt of Tenant's notice of termination). The foregoing termination rights granted to Tenant shall be Landlord's sole liability and Tenant's sole remedy for such failure to so complete such repair and restoration work within the prescribed time periods.

#### **16.03 COMPENSATION**

Landlord shall be entitled to receive the entire price or award from any such sale, taking, or condemnation without any payment to Tenant, and Tenant hereby assigns to Landlord Tenant's interest, if any, in such award; provided, however, Tenant shall have the right separately to pursue against the condemning authority an award in respect of the loss, if any, to leasehold improvements paid for by Tenant without any credit or allowance from Landlord, Tenant's trade fixtures and moving expenses, including fees of consultants, brokers, attorneys, and other professionals incurred by Tenant in connection with moving to another location provided there is no diminution of Landlord's award as a result.

### **17. INSURANCE**

#### **17.01 TENANT'S INSURANCE**

A. During the Term hereof, Tenant shall, at its expense, purchase and keep in full force and effect:

(1) Commercial General Liability ("CGL") insurance written on an occurrence basis, covering the Premises and all operations of Tenant in or about the Premises, such coverage to include Tenant's contractors and subcontractors, against claims for bodily injury, property damage and product liability and to include contractual liability coverage insuring Tenant's indemnification obligations under this Lease, to be in combined single limits of not less than \$1,000,000 each occurrence for bodily injury and property damage, \$50,000 each occurrence for damage to rented premises, \$5,000 medical expenses (any one person), \$1,000,000 for personal and advertising injury, \$2,000,000 for products/completed operations aggregate, and \$1,000,000 for bodily injury and property damage combined for automobile liability covering all owned, leased, non-owned, hired, rented or borrowed vehicles and related equipment, and to have general aggregate limits of not less than \$2,000,000, and Umbrella Liability Insurance in an amount not

less than \$10,000,000 for each policy year. The certificate of insurance evidencing the CGL form of policy shall specify on the face thereof the limits of such policy, and such insurance shall include Landlord as an additional insured;

(2) Insurance covering all of the items included in Tenant's leasehold improvements (including, without limitation, the TI), heating, ventilating and air conditioning equipment maintained by Tenant, trade fixtures, merchandise and personal property from time to time in, on or upon the Premises, and Alterations made by Tenant pursuant to this Lease, in an amount not less than one hundred percent (100%) of their full replacement value from time to time during the Term, providing protection against perils included within the standard form of "all-risks", "special form", or comparable fire and casualty insurance policy. Such "all risk", "special form", or comparable property insurance carried by Tenant shall effectively provide for waiver of rights of subrogation against Landlord with respect to losses payable under such policy under Tenant's insurance;

(3) Workers' Compensation and Employer's Liability insurance affording statutory coverage and containing statutory limits, but in no event less than \$500,000 for each accident, \$500,000 for disease - each employee, and \$500,000 for disease - policy limit; and

(4) Insurance against such other perils and in such amounts as Landlord may from time to time reasonably require upon not less than thirty (30) days' prior written notice, such requirement to be made on the basis that the required insurance is customary at the time for prudent tenants of Comparable Buildings. In making such determination, Landlord shall take into consideration any relevant factors or occurrences, including, but not limited to, substantial increases in the level of jury verdicts or judgments or the passage of state, federal, or other governmental compensation plans, or Laws which would materially increase Landlord's exposure to risk.

B. All insurance required to be maintained by Tenant shall be in form reasonably acceptable to Landlord and shall be issued by insurance companies with a rating and financial size of not less than "A-VIII" in the most current available "Best's Insurance Reports", and shall be licensed or authorized to do business in the State of Illinois. Any insurance provided for in Subsection 17.01.A above shall be primary and non-contributory (but solely with respect to Tenant's indemnity obligations under this Lease), and, except for the Worker's Compensation Insurance and Employer's Liability Insurance required hereunder, shall name Landlord, Landlord's Mortgagee (as hereinafter defined), if any, and their respective officers, partners, members, agents, employees, constituents, and affiliate entities as additional insureds for the Premises, as their interests may appear, and shall, in the case of the property insurance provided for in Clause (2) of Subsection 17.01.A above, include a waiver of subrogation in favor of Landlord and shall be subject to approval by Landlord. Each policy shall also contain an undertaking by the insurer that the policy will not lapse or be canceled, except after not less than thirty (30) days' prior written notice to Landlord of the lapse or cancellation (or, alternatively, Tenant will be required to so provide Landlord with not less than thirty (30) days' prior written notice of any such lapse or cancellation). Tenant shall furnish to Landlord, if and whenever requested by it, certificates or other evidence reasonably acceptable to Landlord as to the insurance from time to time effected by Tenant and its renewal or continuation in force. Renewal policies shall be obtained, and certificates delivered to Landlord, at least thirty (30) days prior to expiration. The description of location on the certificate of insurance must reference the Premises and the Building. All costs, premiums, and deductibles for the above policies shall be the sole responsibility of Tenant. All liability policies shall provide that defense costs from any claim will apply outside the applicable limits of insurance. No deductible or self-retention amount in any insurance required by Tenant hereunder shall apply to Landlord or any other additional insured.

C. Notwithstanding anything herein to the contrary, it is acknowledged and agreed that Landlord has advised (but has not required) Tenant to obtain Business Interruption Insurance equal to not less than fifty percent (50%) of the estimated gross earnings (as defined in the standard form of business interruption insurance policy) of Tenant at the Premises issued on an "all risks" basis (or its equivalent). Any failure or refusal of Tenant to obtain such insurance shall be at Tenant's sole risk, and in no event shall Landlord have any liability or responsibility whatsoever for, nor shall Rent payable hereunder abate in connection with, matters or occurrences which would or should have been covered under such insurance had Tenant obtained and/or maintained the same.

D. Notwithstanding anything herein to the contrary, any insurance provided for in Clause (1) of Subsection 17.01.A may be maintained by Tenant by means of a policy or policies of blanket insurance, covering additional items or locations or insureds, provided, however, that: (i) Landlord and any other parties in interest from time to time designated by Landlord to Tenant shall be named as an additional insured thereunder as its interest may appear; and (ii) the requirements set forth in this Section 17.01 are otherwise satisfied.

#### 17.02 LANDLORD'S INSURANCE

A. During the Term hereof, Landlord shall, in a manner comparable to other Comparable Buildings, purchase and keep in full force and effect:

(1) "All risk", "special form", or comparable property insurance on the 8410 Building, the 8420 Building, and the 8430 Building, and all personal property of Landlord in the Complex (excluding, however, Tenant's TI and other leasehold improvements, heating, ventilating and air conditioning equipment maintained by Tenant, trade fixtures, merchandise, and personal property from time to time in, on or upon the Premises, and Alterations made by Tenant pursuant to this Lease), in an amount not less than one hundred percent (100%) of their full replacement value from time to time during the Term, providing protection against perils included within the standard form of "all-risks", "special form", or comparable fire and casualty insurance policy. Such "all risk", "special form", or comparable property insurance carried by Landlord shall effectively provide for waiver of rights of subrogation against Tenant with respect to losses payable under such policy.

(2) CGL insurance, including contractual liability insurance covering Landlord's indemnity obligations hereunder, with minimum coverages of not less than \$1,000,000 each occurrence for bodily injury and property damage, \$50,000 each occurrence for damage to rented premises, \$5,000 medical expenses (any one person), \$1,000,000 for personal and advertising injury, \$2,000,000 for products/completed operations aggregate, and Umbrella Liability Insurance in an amount not less than \$10,000,000 for each policy year;

(3) Workers' Compensation in statutory amounts and Employers' Liability insurance of not less than \$500,000 each occurrence; and

(4) Such other insurance against such other perils and in such amounts as Landlord may from time to time deem appropriate, such determination to be made on the basis that such insurance is customary at the time for prudent owners of Comparable Buildings.

B. All insurance maintained by Landlord hereunder shall allow for commercially reasonable deductibles, as determined by Landlord in its commercially reasonable discretion and in a manner consistent with Comparable Buildings.

### 17.03 WAIVER OF CLAIMS AND SUBROGATION

Notwithstanding anything to the contrary set forth hereinabove, Landlord and Tenant do hereby waive any and all claims against one another for damage to or destruction of real or personal property to the extent such damage or destruction can be covered by "all risks" property insurance of the type described above. The risk to be borne by each party shall also include the satisfaction of any deductible amounts required to be paid under the applicable "all risks" fire and casualty insurance carried by the party whose property is damaged, and each party agrees that the other party shall not be responsible for satisfaction of such deductible. These waivers shall apply if the damage would have been covered by a customary "all risks" insurance policy, even if the party fails to obtain such coverage. The intent of this provision is that each party shall look solely to its insurance with respect to property damage or destruction which can be covered by "all risks" insurance of the type described above. Each such policy shall include a waiver of all rights of subrogation by the insurance carrier against the other party, its agents and employees with respect to property damage covered by the applicable "all risks" fire and casualty insurance policy.

### 18. RULES AND REGULATIONS

Subject to the terms and provisions of this Lease, Tenant agrees for itself and for all Tenant Parties to comply with the following rules and regulations and with all reasonable modifications and additions thereto which Landlord may from time to time make, to the extent that they are applicable to all tenants generally in the Complex (provided that Tenant shall be entitled to prior written notice of any such modifications or additions to such rules and regulations before Tenant shall be required to so comply therewith, and such modifications or additions to such rules and regulations shall not materially, adversely affect Tenant's use of the Premises or Common Areas as permitted hereunder): (1) Any sign, lettering, picture, notice or advertisement installed within the Premises which is visible from the public corridors within the Building shall be installed in such manner and be of such character and style as Landlord shall approve in writing (which approval shall not be unreasonably withheld, conditioned, or delayed). No sign, lettering, picture, notice, or advertisement shall be placed on any outside window or in a position to be visible from outside the Building without Landlord's approval (which approval shall not be unreasonably withheld, conditioned or delayed); (2) Tenant shall not use the name "U.S. Cellular Plaza" (as such name may hereafter be changed pursuant to Article 36 hereof) for any purpose other than Tenant's business address; (3) Tenant shall not use the name "U.S. Cellular Plaza" (as such name may hereafter be changed pursuant to Article 36 hereof) for Tenant's business address after Tenant vacates the Premises; (4) [Intentionally Omitted]; (5) sidewalks, entrances, passages, courts, corridors, halls, elevators and stairways in and about the Premises shall not be obstructed nor shall objects be placed against glass partitions, doors or windows which would be unsightly from the corridors of the Building or from the exterior of the Building; (6) No animals, pets, bicycles, or other vehicles shall be brought or permitted to be in the Building or the Premises (except for bona fide service animals in the company of a disabled person); (7) Room to room canvasses to solicit business from other tenants of the Complex are not permitted; (8) Tenant shall not waste electricity, water, or air conditioning and shall cooperate fully with Landlord to assure the most effective and efficient operation of the heating and air conditioning systems of the Building and all controls shall be adjusted only by authorized Building personnel; (9) All corridor doors shall remain closed at all times; (10) Landlord shall have the right to retain a key to all locks in the Premises; (11) Tenant assumes full responsibility for protecting the Premises from theft, robbery, and pilferage except to the extent due to the gross negligence or willful and wanton misconduct of any of the Landlord Parties, or to the breach by any of the Landlord Parties of its duties or obligations under this Lease. Except during Normal Business Hours, Tenant shall keep all doors to the Premises locked and other means of entry to the Premises closed and secured; (12) Only machinery or mechanical devices of a nature directly related to Tenant's ordinary use of the Premises shall be installed, placed, or used in the Premises and the installation and use of all such machinery and mechanical devices is subject

to the other rules contained in this Article 18 and the other portions of this Lease; (13) Except with the prior written approval of Landlord (which approval shall not be unreasonably withheld, conditioned, or delayed), or as otherwise expressly provided in this Lease, all cleaning, repairing, janitorial, decorating, painting, or other services and work in and about the Premises shall be done only by authorized Building personnel; (14) Safes, furniture, equipment, machines, and other large or bulky articles shall be brought to the Building and into and out of the Premises at such times and in such manner as Landlord shall direct (including the designation of elevator) and at Tenant's sole risk and cost. Prior to Tenant's removal of such articles from the Building, Tenant shall obtain written authorization of the office of the Building and shall present such authorization to a designated employee of Landlord; (15) Tenant shall not in any manner deface or damage the Complex; (16) Inflammables such as gasoline, kerosene, naphtha, and benzene, or explosives or any other articles of an intrinsically dangerous nature are not permitted in the Building or Premises; (17) 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 of the Building and the Premises and the needs of other tenants, and shall not use more than such safe capacity (provided, Landlord's consent to the installation of electrical equipment shall not relieve Tenant from the obligation not to use more electricity than such safe capacity); (18) To the extent permitted by Law, Tenant shall not permit picketing or other union activity involving its employees in the Complex, except in those locations and subject to time and other limitations as to which Landlord may give prior written consent (which consent shall not be unreasonably withheld, conditioned, or delayed so long as the same do not materially or adversely affect or interfere with the operation of the Complex); (19) Tenant shall not enter into or upon the roof or basement of the Building or any storage, heating, ventilation, air-conditioning, mechanical, or elevator machinery housing areas (excluding any located wholly within and exclusively serving the Premises); (20) Tenant shall not distribute literature, flyers, handouts, or pamphlets of any type in any of the Common Areas without the prior written consent of Landlord; (21) [Intentionally Omitted]; (22) Tenant shall not permit the use of any apparatus for sound production or transmission in such manner that the sound so transmitted or produced shall be audible or vibrations therefrom shall be detectable beyond the Premises; (23) Tenant shall keep all electrical and mechanical apparatus free of vibration, noise and air waves which may be transmitted beyond the Premises; (24) Tenant shall not permit objectionable odors or vapors to emanate from the Premises (provided, however, that (i) the emanation of reasonable and customary odors associated with cooking and food service from Tenant's work cafe in the 8410 Building shall not be deemed a violation of this Clause (24), (ii) notwithstanding the foregoing Clause (i), Landlord makes no representation or warranty of any type whatsoever to Tenant with respect to the reasonableness, pervasiveness, or nature of any such odors from time to time, and (iii) in the event that Landlord receives any complaints from other tenants or occupants of the Complex in connection with such cooking and food odors from Tenant's work cafe, Tenant shall be solely responsible for undertaking, at Tenant's sole cost and expense, such remedial efforts as shall be reasonably required in order to correct or rectify such complaints); (25) Tenant shall not place a load upon any floor of the Premises exceeding the floor load capacity for which such floor was designed or allowed by law to carry; (26) No floor covering shall be affixed to any floor in the Premises by means of glue or other adhesive, unless the installation procedure is approved by Landlord (which consent shall not be unreasonably withheld, conditioned, or delayed); and (27) Tenant shall not permit smoking in the Common Areas (other than within those specifically designated smoking areas located within the parking areas from time to time).

Landlord shall not be responsible for the violation of any of the foregoing rules and regulations by other tenants of the Complex and shall not be obligated to enforce the same against other tenants (except to the extent that the failure to so enforce would result in a violation of Landlord's obligations under this Article 18 or would constitute discriminatory enforcement as described in the next sentence). Without limiting the preceding sentence, Landlord agrees it shall not unreasonably discriminate against Tenant in the enforcement of the Complex's rules and regulations. In the event of a conflict between the

other terms and provisions of this Lease and this Article 18, the terms and provisions of this Lease shall govern.

#### 19. LANDLORD'S RIGHTS

Subject to the terms and provisions of this Lease, Landlord shall have the following rights exercisable without notice (except as expressly provided to the contrary) and without being deemed an eviction or disturbance of Tenant's use or possession of the Premises or giving rise to any claim for set-off or abatement of Rent: (1) To change the name or street address of the Building or the Complex, upon thirty (30) days' prior written notice to Tenant and in accordance with Article 36; provided, solely in the event that Landlord voluntarily changes the Building's or Complex's street address or name (other than any cessation of the "U.S. Cellular Plaza" designation for the Complex generally), Landlord shall reimburse Tenant for the actual, reasonable, out-of-pocket costs incurred by Tenant in replacing a reasonable quantity of Tenant's then-existing stationery stocks to the extent that the same reflect the name or street address of the Building or the Complex, as the case may be, up to a maximum of Ten Thousand and No/100 Dollars (\$10,000.00) per change, which reimbursement shall be made within thirty (30) days following Landlord's receipt of a detailed written invoice therefor; (2) To install, affix, and maintain all signs on the exterior and/or interior of the Building and in and about the Complex (except the interior of the Premises and, so long as Tenant is then leasing the entirety of the Building, the interior of the Building, and provided, further, that, so long as Tenant is then leasing the entirety of the Building, Landlord will not place any additional exterior signage on the Building without the prior written approval of Tenant, which approval shall not be unreasonably withheld, conditioned, or delayed); (3) Subject to the terms and provisions of Section 35 hereof, to designate and/or approve prior to installation, all types of signs, window shades, blinds, drapes, awnings, or other similar items, and all internal lighting that may be visible from the exterior of the Premises; (4) Upon at least twenty-four (24) hours prior written notice to Tenant (which written notice may be in the form of an e-mail notification), to display the Premises to prospective tenants at reasonable hours during the last fifteen (15) months of the Term; (5) Upon reasonable written notice to Tenant, to change the arrangement of entrances, doors, corridors, elevators, and stairs in the 8420 or the 8430 Building, provided that no such change shall materially adversely affect access to the Premises; (6) To grant to any party the exclusive right to conduct any business or render any service in or to the Building, provided such exclusive right shall not operate to prohibit Tenant from using the Premises for the purposes permitted hereunder; (7) To prohibit the placing of vending or dispensing machines of any kind in or about the Premises other than for use by Tenant's employees, customers, guests, invitees, and agents; (8) [Intentionally Omitted]; (9) To close the Building after Normal Business Hours, except that Tenant and its employees and invitees shall be entitled to admission at all times, under such reasonable regulations as Landlord prescribes for security purposes; (10) To take any and all reasonable measures, including inspections and repairs to the Premises or to the Building, as may be necessary or desirable in the operation or protection thereof, provided such repairs do not materially restrict Tenant's ability to access the Premises or the ability of Tenant to use and occupy the Premises as permitted hereunder, and in the absence of an emergency, Landlord shall (i) give reasonable notice to Tenant, commensurate with the circumstances, prior to entry upon the Premises under this Article 19, and (ii) use all reasonable efforts to minimize any interference with Tenant's use of and business operations at the Premises during the course of any actions taken within the Premises under this Article 19, provided further, however, that Landlord in no event shall be required to conduct any such work at hours other than Normal Business Hours except to the extent that such work is of a type customarily performed during non-business hours at Comparable Buildings and would materially interfere with Tenant's conduct of business at the Premises if performed during Normal Business Hours, and is not of a nature that needs to be done on an emergency basis, in which event Landlord shall perform such work after Normal Business Hours, at no additional cost to Tenant on account thereof, other than as part of Operating Expenses as and to the extent otherwise permitted hereunder; (11) To retain at all times master keys or pass keys to the Premises; (12) To install, operate, and maintain security systems which monitor, by closed circuit

television or otherwise, all persons entering and leaving the Complex; and (13) To, upon reasonable prior written notice to Tenant, install and maintain pipes, ducts, conduits, and wires located in the Premises which serve other parts or other tenants of the Building, provided that in performing any such work, Landlord shall use commercially reasonable efforts to minimize disruption of Tenant's business activities at the Premises and Landlord shall restore, within a reasonable timeframe, any damage to the Premises to the extent caused by any such work.

## 20. ESTOPPEL CERTIFICATES

Tenant shall from time to time, upon not less than ten (10) business days' prior written request by Landlord or any Mortgagee or Ground Lessor (as hereinafter defined) of the Complex, deliver to Landlord or such Mortgagee or Ground Lessor a statement in writing certifying: (1) 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 and setting forth the modifications); (2) the amount of Adjusted Monthly Base Rent then payable under this Lease and the date to which Rent has been paid; (3) that, to Tenant's knowledge, Landlord is not in default or claimed to be in default under this Lease, or, if in default or claimed to be in default, a detailed description of such defaults(s) or claims of default, as the case may be; (4) that Tenant is or is not in possession of the Premises, as the case may be; and (5) such other factual information as may be reasonably requested.

Landlord agrees that from time to time upon not less than ten (10) business days' prior request by Tenant, Landlord will complete, execute and deliver to Tenant or Tenant's designee a written estoppel certificate certifying: (i) that this Lease is unmodified and is in full force and effect (or if there have been modifications, that this Lease, as modified, is in full force and effect and setting forth the modifications); (ii) the amount of the monthly installments of Adjusted Monthly Base Rent then required to be paid under this Lease; (iii) the date to which Adjusted Monthly Base Rent has been paid; (iv) that Landlord has not delivered any notice of default to Tenant which remains uncured (or if Landlord has delivered such a notice which remains outstanding, than a description of the nature thereof in reasonable detail); and (v) such other factual information as may be reasonably requested.

21. [INTENTIONALLY OMITTED]

## 22. ADJUSTMENTS TO MONTHLY BASE RENT

### 22.01 DEFINITIONS

For the purposes of this Article 22, the following words and phrases shall have the following meanings:

A. "Adjustment Date" shall mean January 1, 2016 and each January 1 thereafter occurring within the Term.

B. "Adjustment Year" shall mean each calendar year during which an Adjustment Date occurs.

C. [Intentionally Deleted]

D. "Operating Expenses" shall mean (subject to the terms and provisions of this Subsection 22.01.D, including, without limitation, the exclusions from Operating Expenses described below) all costs, expenses, and disbursements of every kind and nature which Landlord shall pay or become obligated to pay in connection with the management, operation, maintenance, replacement, and

repair of all buildings, improvements, and land comprising the Complex and of the personal property, fixtures, machinery, equipment, systems, and apparatus located in or used in connection therewith (which costs, expenses, and disbursements shall be generally consistent with operating expenses being incurred by owners of Comparable Buildings). Operating Expenses shall include, without limitation, the following: (1) insurance premiums and deductible amounts, including, without limitation, for commercial general liability, "all risks" property, rent loss and other coverages carried by Landlord on the Complex; (2) all costs related to the providing of water, heating, lighting, ventilation, sanitary sewer, air conditioning, and other utilities in the Complex, but specifically excluding the costs of providing electricity or power throughout the Complex to the extent paid or obligated to be paid separately by Tenant or any other tenants of the Complex; (3) janitorial and maintenance expenses, including (without limitation), (a) janitorial services and janitorial supplies and other materials used in the operation and maintenance of the Building and/or the Complex, and (b) the cost of maintenance and service agreements on equipment, window cleaning, grounds maintenance, pest control, access control services, trash and snow removal, and other similar services or agreements; (4) management fees (or a charge equal to fair market management fees if Landlord provides its own management services), not to exceed, in either case and on an annual basis, three percent (3%) of gross revenues attributable to the Complex for such year (excluding, however, separately metered electricity charges attributable to tenant spaces and paid or obligated to be paid separately by the tenants thereof), and the market rental value of a management office (provided, the market rental value of the management office shall be adjusted to deduct therefrom, if and as appropriate from time to time, any portions thereof which are not utilized for the management of the Complex from time to time); (5) the costs, amortized over the applicable useful life, of any capital improvement made to the Building and/or the Complex by or on behalf of Landlord which is required under any Law that was not applicable to the Building and/or the Complex as of the Date of this Lease, and the costs, amortized over the applicable useful life, of the acquisition and installation of any device, equipment, or improvement designed to improve the operating efficiency of any system within the Complex which is reasonably intended to reduce Operating Expenses (but only to the extent of the projected savings attributable thereto as reasonably determined by Landlord), all of which capital improvement costs shall include interest (except to the extent that Landlord does not incur any finance charges with respect thereto) thereon, which interest shall be at Landlord's actual cost of borrowing with respect thereto; (6) all services, supplies, repairs, replacements, or other expenses directly and reasonably associated with servicing, maintaining, managing, and operating the Complex, including, but not limited to the lobby, vehicular and pedestrian traffic areas, and other Common Areas; (7) wages and salaries of Landlord's employees (not above the level of Building or Complex manager or whatever title represents the on-site management representative primarily responsible for management of the Building and/or the Complex) engaged in the maintenance, operation, repair, and services of the Building and/or the Complex, including taxes, insurance, educational expenses and customary fringe benefits; (8) legal and accounting costs relating to the general operation of the Complex; (9) subject to Clause (5) hereof, costs to maintain and repair the Complex; (10) landscaping and security costs unless Landlord hires a third party to provide such services pursuant to a service contract and the cost of that service contract is already included in Operating Expenses as described above; (11) costs of operating, maintaining, repairing, equipping, and otherwise operating the Fitness Center; (12) costs and expenses to the extent relating to any food service operations at the Complex in effect from time to time, if any, but excluding any rent concessions, rent abatements, guaranteed profits, or capital improvements (except for such capital improvements as are expressly permitted above) to the extent relating thereto (provided, such costs shall be reduced by deducting therefrom in each case the net income received by Landlord, if any, from such food service operations); (13) costs of maintaining, repairing, insuring, and replacing (subject to the limitations hereinabove set forth with respect to capital improvements) the parking garage and parking areas serving the Complex; (14) subject to the terms and provisions of Section 37 hereof, upgrade, legal compliance, and other costs incurred in order to keep and maintain the Backbone Work in compliance with applicable Laws; and (15) subject to the terms and provisions of Section 37 hereof, upgrade, legal compliance, and other costs incurred in order to keep and maintain the Restroom Work in compliance

with applicable Laws (subject, however, to the amortization provisions set forth in Clause (5) above to the extent that such upgrade, compliance, or other costs relate to capital improvements hereunder).

Operating Expenses shall not include the following: (i) costs of improvements, allowances, concessions, and alterations of the Premises and the premises of other tenants of the Complex and relocations of such premises; (ii) charges for depreciation or amortization of the Buildings and improvements comprising the Complex; (iii) interest and principal payments on mortgages or any loan fees payable in connection therewith; (iv) ground rental payments; (v) real estate brokerage and leasing commissions; (vi) expenses incurred in negotiating leases and enforcing obligations of other tenants of the Complex; (vii) salaries and other compensation of executive officers of the Manager senior to the individual Building or Complex manager (or whatever title represents the on-site management representative primarily responsible for management of the Building and/or Complex); (viii) any expenditures for which Landlord has been reimbursed (other than pursuant to rent adjustment and escalation provisions provided in leases); (ix) capital repairs or improvements to the Complex (except as expressly permitted in the preceding paragraph); (x) costs or other items included within the meaning of the term "Taxes" or any type of taxes and other matters specifically excluded from the definition of "Taxes" hereunder; (xi) repairs, alterations or replacements either (a) due to insured damage, to the extent of net insurance proceeds received by Landlord in connection therewith, or (b) resulting from a taking or condemnation for which net condemnation proceeds are paid to Landlord, to the extent of such net condemnation proceeds; (xii) costs of tenant services not rendered to all tenants; (xiii) capital costs for curing existing violations of Laws in the Complex, except to the extent that such violations arise due to Laws enacted after the Date of this Lease; (xiv) leasing and promotional expenses; (xv) costs involved in ownership, as distinguished from management operations (including, but not limited to, title insurance, litigation involving title, and trustee charges); (xvi) fines, interest, and penalties in connection with acts of any Landlord Parties; (xvii) amounts paid to subsidiaries or affiliates of Landlord for services to the Complex, to the extent only that the costs of such services exceed the competitive cost of such services were they not so rendered by a subsidiary or affiliate; (xviii) damages awarded against Landlord or other costs incurred directly by reason of any Landlord Party's breach of any agreement or lease or any Landlord Party's negligent or willful conduct; (xix) costs for repairs, maintenance, replacements, or services to the extent that Landlord is directly reimbursed from warranties, guaranties, or any other source (other than payments by tenants of operating expenses and taxes, such as Operating Expenses and Taxes); (xx) amounts incurred in connection with Landlord's defense of title to or interest in the real property comprising the Complex; (xxi) legal costs and fees incurred in connection with lease disputes and lease enforcement actions with tenants or occupants of the Complex; (xxii) costs, other than those incurred for ordinary maintenance, repair, security, and insurance, for sculpture, paintings, or other objects of art located within Common Areas, and costs arising from Landlord's political or charitable contributions; (xxiii) costs and expenses incurred as a result of the renaming of the Complex by Landlord; and (xxiv) costs or other services or alterations, improvements, or work performed for the singular benefit of another tenant or occupant of the Building and/or the Complex.

E. **"Per Square Foot Operating Expenses"** shall mean, with respect to the entirety of the Premises then demised hereunder, the amount of Operating Expenses for any Adjustment Year divided by 637,484 square feet (being the deemed rentable office area of the Complex for such space for such period).

F. **"Per Square Foot Taxes"** shall mean, with respect to the entirety of the Premises then demised hereunder, the amount of Taxes for which payment is due or made in an Adjustment Year divided by 637,484 square feet (being the deemed rentable office area of the Complex for such space for such period).

G. "Taxes" shall mean all federal, state, and local governmental taxes, assessments, and charges (including transit or transit district taxes or assessments) of every kind or nature, whether general, special, ordinary, or extraordinary, which Landlord shall pay or become obligated to pay because of or in connection with the ownership, leasing, management, control or operation of all buildings, improvements, and land comprising the Complex, or of the personal property, fixtures, machinery, equipment, systems, and apparatus located therein or used in connection therewith (including any rental or similar taxes levied in lieu of or in addition to general real and/or personal property taxes). For purposes hereof, Taxes for any year shall be Taxes which are due for payment or paid in that year (as reflected in the tax bills due and payable in such year), rather than Taxes which are assessed or become a lien during such year. There shall be included in Taxes for any year the reasonable amount of all fees, costs, and expenses (including reasonable attorneys' fees) paid by Landlord during such year in seeking or obtaining any refund or reduction of Taxes. Taxes in any year shall be reduced by the net amount of any tax refund, rebate, or reduction received by Landlord during such year. If a special assessment payable in installments is levied against the Complex, Taxes for any year shall include only the installment of such assessment and any interest payable or paid during such year. Taxes shall not include any federal, state, or local sales, use, franchise, capital stock, inheritance and succession taxes, gift, general income, transfer taxes, or estate taxes, except that if a change occurs in the method of taxation resulting in whole or in part in the substitution of any such taxes, or any other assessment, for any Taxes as above defined, such substituted taxes or assessments shall be included in the Taxes. There shall be excluded from Taxes all fees, fines, penalties, and interest due to the delinquent payment by Landlord of any tax or assessment comprising Taxes (so long as Tenant timely (i.e., within any notice and cure periods applicable thereto) paid to Landlord Tenant's Proportionate Share of taxes as herein provided).

#### 22.02 ADJUSTMENTS TO MONTHLY BASE RENT

#### 22.03 PROJECTIONS

Subject to Section 22.08, for purposes of calculating Taxes and Operating Expenses for any Adjustment Year, Landlord may make commercially reasonable estimates, forecasts, or projections (collectively, the "Projections") of Taxes and Operating Expenses for such Adjustment Year. Not less than twenty (20) days prior to each Adjustment Date, Landlord shall deliver to Tenant a written statement setting forth the Projections of Operating Expenses and Taxes for the Adjustment Year in which such Adjustment Date occurs and providing a calculation of the increase in installments of Monthly Base Rent to become effective as of said Adjustment Date; provided, however, that the failure of Landlord to provide any such statement shall not relieve Tenant from its obligation to continue to pay Adjusted Monthly Base Rent at the rate then in effect under this Lease, and if and when Tenant receives such

statement from Landlord, Tenant shall pay any increases in Monthly Base Rent reflected thereby effective retroactively to the most recently preceding Adjustment Date.

#### **22.04 READJUSTMENTS**

Subject to Section 22.08, on or about April 1st following the end of each Adjustment Year, or at such later time as Landlord shall be able to determine the actual amounts of Operating Expenses and Taxes for the Adjustment Year last ended, Landlord shall notify Tenant in writing of such actual amounts, as certified by an authorized officer of Landlord or Landlord's property manager (such notice being hereinafter referred to as "**Landlord's Year-End Catch-up Notice**"). Tenant acknowledges that actual Taxes for an Adjustment Year may not be determined until after actual Taxes for such Adjustment Year are determined, based on the fact that Taxes are determined on a cash basis hereunder, and may not be known prior to the end of a given Adjustment Year, at such time when all installments of Taxes which are payable during such year become known. Accordingly, Tenant acknowledges that Landlord may deliver its final annual reports relative to the actual Operating Expenses and relative to the actual Taxes for an Adjustment Year separately. If such actual amounts exceed the Projections for such Adjustment Year, then Tenant shall, within thirty (30) days after the date of such Landlord's Year-End Catch-up Notice, pay to Landlord an amount equal to the excess of the Adjusted Monthly Base Rent payable for the Adjustment Year last ended based upon actual Operating Expenses and Taxes for such year over the total Adjusted Monthly Base Rent paid by Tenant during such Adjustment Year. The obligation to make such payments shall survive the expiration or earlier termination of the Term. If the total Adjusted Monthly Base Rent paid by Tenant during such Adjustment Year exceeds the amount thereof payable for such year based upon actual Operating Expenses and Taxes for such Adjustment Year, then, at Tenant's option, Landlord shall, within thirty (30) days after the date of such Landlord's Year-End Catch-up Notice, pay to Tenant an amount equal to the excess, or Landlord shall credit such excess to installments of Adjusted Monthly Base Rent payable after the date of Landlord's Year-End Catch-up Notice until such excess has been exhausted, or if this Lease shall expire prior to full application of such excess, Landlord shall, within thirty (30) days after the Expiration Date, pay to Tenant 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 Section 22.04. Tenant's obligation to pay Adjusted Monthly Base Rent for any calendar year, and Landlord's obligation to refund to Tenant any overpayment on account thereof, shall survive the expiration or sooner termination of this Lease; provided, however, that Tenant shall only be obligated to make any such payments with respect to Operating Expenses hereunder which are billed to Tenant within two (2) years after the date that the Landlord's Year-End Catch-up Notice relating to such Operating Expenses was required to be delivered to Tenant as provided herein.

#### **22.05 PARTIAL OCCUPANCY**

For purposes of determining adjustments to installments of Monthly Base Rent for any Adjustment Year in which less than ninety-five percent (95%) of the rentable area of the Complex is occupied by tenants, the variable components of Operating Expenses (but specifically excluding Taxes and non-variable components of Operating Expenses) for such Adjustment Year shall be increased to the amount that would have been payable had there been at least 95% occupancy in the Complex during such Adjustment Year. In addition, Landlord shall have the right, from time to time, to equitably allocate to Tenant (in an amount in excess of Tenant's Proportionate Share thereof) those specific items of Operating Expenses described under Clause (15) of the first grammatical paragraph of Subsection 22.01.D above if, and to the extent that, such items (i) are not generally recoverable from all tenants of the Complex as part of Operating Expenses under such other tenants' lease agreements, and (ii) relate to those portions of the Restroom Work located within the Premises, or any portion or portions thereof.

## 22.06 BOOKS AND RECORDS

Landlord shall maintain books and records in the Chicago, Illinois area showing Operating Expenses and Taxes for the Complex in accordance with generally accepted accounting principles. The books and records shall be available to Tenant for inspection upon prior reasonable notice. In the event Tenant elects to inspect such books and records, such inspection shall be conducted by: (i) Tenant; (ii) an independent nationally recognized accountant firm designated by Tenant; (iii) another public accounting firm reasonably acceptable to Landlord; (iv) if it is then customary for real estate services firms to provide such auditing services on behalf of tenants at Comparable Buildings, such representative of Tenant may be a real estate services firm with one or more certified public accountants on staff (other than a real estate services firm which, as its primary business, performs audits of the operating expenses of commercial buildings), to the extent familiar with the accounting practices of Comparable Buildings; or (v) Tenant's current auditing firm, The Robert Thomas Group (or any successor thereto by merger, acquisition, consolidation, or like combination) (each, a "**Representative**"); provided, except for The Robert Thomas Group (or any successor thereto by merger, acquisition, consolidation, or like combination), in no event shall such Representative be compensated by Tenant on a contingency fee basis. In the event that (i) Tenant notifies Landlord in writing of Tenant's intent to conduct such an inspection within one hundred eighty (180) days after Landlord gives Tenant Landlord's Year-End Catch-up Notice, (ii) such inspection is completed, and the results thereof are submitted to Landlord, within two hundred forty (240) days after Landlord gives Tenant Landlord's Year-End Catch-up Notice, (iii) such inspection is conducted by a Representative, and (iv) such inspection discloses that, for the Adjustment Year covered by such Landlord's Year-End Catch-up Notice, Tenant was overbilled and overpaid its share of Operating Expenses and Taxes by more than four percent (4%) in the aggregate, then Landlord shall reimburse Tenant for Tenant's actual, reasonable, out-of-pocket expenses incurred for such inspection within thirty (30) days following Landlord's receipt of a detailed written invoice therefor.

## 22.07 NO DECREASES IN MONTHLY BASE RENT

Notwithstanding anything to the contrary contained in this Lease, Monthly Base Rent shall not be adjusted or decreased below the amount set forth in Subsection 1.01.H.

## 22.08 CONTROLLABLE OPERATING EXPENSE CAP

Notwithstanding anything to the contrary contained in this Article 22, but subject in all events to Section 22.05 hereof, Landlord hereby agrees that, for purposes of computing Per Square Foot Operating Expenses with respect to the Premises for each Adjustment Year hereunder, increases in Controllable Operating Expenses for any such Adjustment Year during the initial Term hereof only (and specifically excluding any Renewal Term) shall not exceed four percent (4%) of Controllable Operating Expenses used in determining Per Square Foot Operating Expenses with respect to the Premises for the preceding Adjustment Year during the initial Term (the "**Controllable Operating Expense Cap**"), subject to the following provisions:

A. The Controllable Operating Expense Cap shall be applied on an average, cumulative basis such that, if Controllable Operating Expenses either decrease or increase by less than the foregoing Controllable Operating Expense Cap amount in any such Adjustment Year or Adjustment Years, Landlord may apply the difference between Controllable Operating Expenses and the Controllable Operating Expense Cap for such Adjustment Year or Adjustment Years to increase the Controllable Operating Expense Cap in another Adjustment Year or Adjustment Years, so long as Controllable Operating Expenses do not exceed the foregoing Controllable Operating Expense Cap on an average, cumulative basis during the initial Term. The Controllable Operating Expense Cap shall be initially established based upon the Controllable Operating Expenses attributable to the 2016 calendar year.

B. For purposes of this Section 22.08, "**Controllable Operating Expenses**" shall mean all Operating Expenses, except that Landlord may exclude therefrom from time to time, in Landlord's sole discretion, utilities, insurance, unionized labor, snow removal, trash removal, and such other costs as Landlord determines, in its commercially reasonable discretion and in a manner consistent with Comparable Buildings, are beyond Landlord's control.

#### 23. REAL ESTATE BROKERS

Tenant represents that, except for Colliers Bennett & Kahnweiler LLC d/b/a Colliers International ("**Colliers**"), Tenant has not dealt with any real estate broker, salesperson, or finder in connection with this Lease, and no such person initiated or participated in the negotiation of this Lease, or showed the Premises to Tenant. Tenant agrees to indemnify and hold harmless the Landlord Parties, and each of them, from and against any and all liabilities and claims for commissions and fees arising out of a breach of the foregoing representation (including specifically, and without limitation, any claims made by Newmark Grubb Knight Frank in connection with this Lease). Landlord shall be responsible for the payment of all commissions to Colliers based upon separate agreement(s) with Colliers. Landlord represents that, except for Colliers, Landlord has not dealt with any real estate broker, salesperson, or finder in connection with this Lease, and no such person initiated or participated in the negotiation of this Lease, or showed the Premises to Tenant. Landlord agrees to indemnify and hold harmless Tenant and the Tenant Parties, and each of them, from and against any and all liabilities and claims for commissions and fees arising out of a breach of the foregoing representation. The terms and provisions of this Article 23 shall survive the expiration or earlier termination of this Lease.

#### 24. SUBORDINATION AND ATTORNMENT

Landlord may hereafter encumber the Complex, or any interest therein, with mortgages, may enter into one or more ground leases of the land, may sell and lease back the land, or any part of the land, and may encumber the leasehold estate under such sale and leaseback arrangement with one or more mortgages (any such mortgage on the Complex, or any part thereof, or on any such leasehold estate, is herein called a "**Mortgage**", and the holder of any such Mortgage is herein called a "**Mortgagee**", and any such lease of the land is herein called a "**Ground Lease**", and the lessor under any such lease is herein called the "**Ground Lessor**"). Landlord agrees to obtain from any future Mortgagee or any Ground Lessor, from time to time, a subordination, non-disturbance and attornment agreement ("**SNDA**") which shall be reasonably acceptable to Tenant and such Mortgagee or Ground Lessor, as the case may be, which Tenant shall, no later than ten (10) business days following request therefor by Landlord, execute and return to Landlord, provided that no such instrument shall be effective or binding on Tenant unless and until the same shall be executed and delivered to Tenant by such Mortgagee or Ground Lessor, as the case may be. If Landlord fails to obtain such SNDA from any future Mortgagee or Ground Lessor, then Landlord shall not be in default hereunder; provided, however, that in such case, this Lease shall not be subordinate to the subject Mortgage or Ground Lease, as the case may be. Notwithstanding anything to the contrary contained herein, any such Mortgagee or Ground Lessor may subordinate its Mortgage or Ground Lease, as the case may be, to this Lease by sending Tenant notice in writing subordinating such Mortgage or Ground Lease to this Lease, and Tenant agrees to execute and deliver to such Mortgagee or Ground Lessor such further instruments consenting to or confirming the subordination of such Mortgage or Ground Lease to this Lease, which instruments shall be in form and substance reasonably satisfactory to Tenant, within ten (10) business days after notice to Tenant of such request. Landlord hereby represents to Tenant that the Complex is not subject to a Mortgage or a Ground Lease as of the Date of this Lease.

## 25. NOTICES

All notices required or permitted to be given under this Lease shall be given in writing by any of the following: (i) delivered personally, (ii) deposited in the United States Mail, postage prepaid and properly addressed, certified mail or customary air express service, return receipt requested, (iii) sent via nationally-recognized commercial overnight delivery service, (iv) by electronic mail (PDF format), or (v) facsimile delivery (so long as, in the case of electronic mail and facsimile notices, a copy thereof is concurrently sent by one of the other methods set forth herein as hereinafter provided), in each case at the following addresses (or at such other address as Landlord or Tenant, as the case may be, shall designate by written notice to the other party hereto):

(1) To Landlord:

FCA Fund Chicago II, LLC  
c/o FCA Partners, LLC  
Attn: Asset Manager  
201 South Tryon Street, Suite 900  
Charlotte, NC 28202

With a copy to:

FCA Fund Chicago, II, LLC  
c/o FCA Partners, LLC  
Attn: Property Manager  
U.S. Cellular Plaza  
8420 West Bryn Mawr Avenue, Suite 190  
Chicago, IL 60631

And a copy to:

Moore & VanAllen, PLLC  
Attn: Jeffrey W. Glenney  
100 North Tryon Street, Suite 4700  
Charlotte, NC 28202-4003

(2) To Tenant:

USCC Services, LLC  
8410 West Bryn Mawr Avenue  
Chicago, IL 60631  
Attn: Corporate Real Estate Department

With a copy to:

Elizabeth K. McCloy, Esq.  
Sidley Austin LLP  
One South Dearborn  
Chicago, IL 60603

Notices shall be considered to have been given upon the earlier to occur of actual receipt or upon delivery (if delivered by hand), or one (1) business day after depositing with a nationally recognized overnight

courier, or three (3) business days after posting in the United States (certified or registered) mail, or on the same day if delivered by electronic mail (PDF format) or facsimile delivery (unless such day is not a business day, in which event the subject notice shall be considered to have been given on the next succeeding business day). Any notice given by electronic mail or facsimile delivery shall also be mailed to the recipient by U.S. mail.

## **26. MISCELLANEOUS**

### **26.01 LATE CHARGES**

All delinquent Rent shall bear interest at the maximum rate permitted by Law or eight (8%) per cent per annum, whichever is less, from the date due until paid.

### **26.02 ENTIRE AGREEMENT**

This Lease and the Exhibits attached hereto contain the entire agreement between Landlord and Tenant concerning the Premises and there are no other agreements, either oral or written.

### **26.03 NO OPTION**

The execution of this Lease by Tenant and delivery of same to Landlord does not constitute a reservation of or option for the Premises or an agreement to enter into a lease and this Lease shall become effective only if and when Landlord executes and delivers same to Tenant: provided, however, the execution and delivery by Tenant of this Lease to Landlord shall constitute an irrevocable offer by Tenant to lease the Premises on the terms and conditions herein contained, which offer may not be withdrawn or revoked for fifteen (15) business days after such execution and delivery.

### **26.04 ACCORD AND SATISFACTION**

No payment by Tenant or receipt by Landlord or a lesser amount than any installment or payment of Rent due shall be deemed to be other than on account of the amount due, and no endorsement or statement on any check or any letter accompanying any check or payment of Rent shall be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such installment or payment of Rent or pursue any other remedies available to Landlord. No receipt of money by Landlord from Tenant at termination of this Lease or Tenant's right of possession of the Premises shall reinstate, continue or extend the Term.

### **26.05 LANDLORD'S OBLIGATIONS ON SALE OF COMPLEX**

A. The term "Landlord" as used in this Lease means only the owner of Landlord's interest in the Complex from time to time. In the event of any assignment, conveyance or sale, once or successively, of Landlord's interest in the Complex and assignment of this Lease by Landlord, and provided that such successor Landlord has expressly assumed in writing (a copy of which assumption shall be delivered to Tenant within thirty (30) days thereafter) all obligations of Landlord arising after such assignment of this Lease to such party (which, by virtue of becoming the successor landlord hereunder, each such successor shall be automatically deemed to have so assumed such obligations of "Landlord" hereunder), then the Landlord making such assignment, conveyance or sale shall be and hereby is entirely freed and relieved of all covenants and obligations of Landlord hereunder accruing after such assignment, conveyance or sale. In such event, Tenant agrees to look solely to such assignee, grantee or purchaser, with respect thereto (provided that Tenant shall remain entitled to all set-off, rental abatement or self-help rights expressly set forth in this Lease and otherwise accruing prior to such

assignment, conveyance or sale, subject however, in any event, to the terms of Article 24 hereof). The holder of a Mortgage shall not be deemed such an assignee, grantee or purchaser under this Section 26.05 unless and until the foreclosure of the Mortgage or the conveyance or transfer of Landlord's interest under this Lease in lieu of foreclosure (or by virtue of the Mortgagee becoming a "mortgagee in possession"), and then subject to the provisions of Section 24 hereof and any applicable SNDA then in full force and effect. This Lease shall not be affected by any such assignment, conveyance or sale, and, so long as the terms of this Section 26.05 have been complied with, and subject to the terms of Section 24 and any SNDA executed by Tenant, Tenant agrees to attorn to such assignee, grantee or purchaser.

B. Without limitation of the foregoing, in the event that (i) Landlord hereafter sells, transfers, or conveys the Complex to a third party purchaser ("TPP") who is not affiliated with Landlord or Ohio PERS ("OPERS"), or there is hereafter a change in the controlling interest of Landlord such that Landlord is no longer controlled by OPERS, (ii) such sale, transfer, or conveyance, or such change in control, as the case may be, occurs prior to the full disbursement or application of the TI Allowance or the HVAC Diffuser Allowance, or substantial completion of the Landlord Premises Work or the Landlord Non-Premises Work, as the case may be, and (iii) such TPP, or the new person or entity in control of Landlord, as the case may be, does not have a financial condition reasonably adequate to ensure disbursement or application of the then-remaining TI Allowance or HVAC Diffuser Allowance, or payment of the costs of substantial completion of the Landlord Premises Work or the Landlord Non-Premises Work, as the case may be (as reasonably determined by the parties acting in good faith and based upon the then-current and available financial statements of such TPP), then, as a condition of and to such sale, transfer, and conveyance to such TPP, or such change in the controlling interest of Landlord, as the case may be, Landlord shall either (1) establish and fund (or cause such TPP or new controlling person or entity, as the case may be, to establish and fund), either through a licensed title company, an escrow holding company, or such party's lender, as the case may be, an escrow account sufficient in amount to ensure disbursement or application of the then-remaining TI Allowance or HVAC Diffuser Allowance, or payment of the costs of substantial completion of any then-remaining Landlord Premises Work or Landlord Non-Premises Work, as the case may be (and such escrow account shall provide for periodic disbursement of such escrowed funds for purposes of funding the then-remaining TI Allowance or HVAC Diffuser Allowance, or paying for completion of such then-remaining Landlord Premises Work or Landlord Non-Premises Work, as the case may be), or (2) provide (or cause such TPP or new controlling person or entity, as the case may be, to provide), a letter of credit in an amount sufficient to ensure disbursement or application of the then-remaining TI Allowance or HVAC Diffuser Allowance, or payment of the costs of substantial completion of any then-remaining Landlord Premises Work or Landlord Non-Premises Work, as the case may be (which letter of credit shall only be drawn upon in the event that Landlord, or such TPP or new controlling person or entity, as the case may be, fails to so disburse or apply the then-remaining TI Allowance or HVAC Diffuser Allowance, or fails to substantially complete such then-remaining Landlord Premises Work or Landlord Non-Premises Work, as the case may be, and such failure continues beyond any applicable notice and cure period set forth in the Lease).

C. In the event that Landlord elects to market the Complex, or any portion thereof, for sale on a Non-Portfolio Basis (as hereinafter defined) at any time during the Term hereof, or any Renewal Term, Landlord will provide Tenant with written notice of Landlord's intent to so market the Complex for sale and Tenant may in such event, and at Tenant's sole election, participate in the bidding process for such transaction at the same time and in the same manner as other third party prospects therefor. For the purposes hereof, "Non-Portfolio Basis" shall mean that the Complex, or any portion thereof, is offered for sale on its own and not in combination with any other buildings or projects that Landlord or its affiliates may now or hereafter own. Notwithstanding anything herein to the contrary, Landlord shall have and hereby reserves the right to not sell or to cease marketing for sale the Complex, or any portion thereof, at any time during the sale process.

#### **26.06 BINDING EFFECT**

This Lease shall be binding upon and inure to the benefit of Landlord and Tenant and their respective heirs, legal representatives, and permitted assigns.

#### **26.07 FORCE MAJEURE EVENTS**

Without limiting or being limited by any of the provisions of this Lease, if Landlord or Tenant fails to perform timely any of the terms, covenants or conditions of this Lease on Landlord's or Tenant's part to be performed (other than any financial obligation or obligation to pay any amounts due hereunder, including, without limitation, Tenant's obligation to pay Rent in full as and when due hereunder, and excluding further Tenant's obligation to surrender the Premises upon the expiration or earlier termination of this Lease or Tenant's right to possession hereunder), and such failure is due in whole or in part to any strike, lockout, labor trouble, civil disorder, riot, insurrection, act of terrorism, war, accident, fire or other casualty, adverse weather conditions, act of God, governmental inaction, restrictive governmental law or regulation, inability to procure materials, electricity, gas or other fuel or water or other utilities at the Complex after reasonable effort to do so, act or event caused directly or indirectly by the other party's default or the negligence or willful misconduct of the other party or any of the other party's employees, agents, licensees, invitees or contractors or any cause beyond the reasonable control of such party who has failed to so perform (each, a "**Force Majeure Event**"), then such party shall not be deemed in default under this Lease as a result of such failure; provided, however, that the foregoing in no event shall relieve or affect Tenant's obligation to pay Rent in full as and when due under this Lease, nor relieve Tenant from its obligation to surrender the Premises on the expiration or termination of this Lease or termination of Tenant's right to possession of the Premises, nor extend the Commencement Date.

#### **26.08 CAPTIONS**

The Article and Section captions in this Lease are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of such Articles and Sections.

#### **26.09 APPLICABLE LAW**

This Lease shall be governed by and construed in accordance with the laws of the State of Illinois.

#### **26.10 TIME**

Time is of the essence of this Lease and the performance of all obligations hereunder.

#### **26.11 LANDLORD'S RIGHT TO PERFORM TENANT'S DUTIES**

If Tenant fails timely to perform any of its duties under this Lease, Landlord shall have the right (but not the obligation), after the expiration of any applicable notice and cure period elsewhere under this Lease expressly granted to Tenant for the performance of such duty, to perform such duty on behalf and at the expense of Tenant upon reasonable (but in no event more than five (5) days) further prior written notice to Tenant, and all actual, reasonable, out-of-pocket sums expended or expenses incurred by Landlord in performing such duty shall be deemed to be additional Rent under this Lease and shall be due and payable upon demand by Landlord; provided, however, Landlord agrees not to undertake the foregoing right to perform Tenant's obligations hereunder if, and only to the extent that, the Tenant obligations at issue (i) occur solely within or in connection with the 8410 Building only (and specifically excluding the 8420 Building or the 8430 Building), (ii) do not materially or adversely affect the structure

or structural components, roof, base Building systems or equipment, or the exterior appearance of the 8410 Building, (iii) do not materially or adversely affect the premises, the use thereof, or access thereto of any other tenant or occupant of the Complex, (iv) do not materially or adversely affect the Common Areas of the Complex, and (v) do not materially or adversely affect the value, class, aesthetics, or appearance of the 8410 Building, or otherwise cause the 8410 Building to be placed in a condition inconsistent with the Complex or other Comparable Buildings.

#### **26.12 WAIVER**

No waiver by the parties hereto of any default or breach of any term, condition or covenant of this Lease shall be deemed to be a waiver of any subsequent default or breach of the same or any other term condition or covenant contained herein.

#### **26.13 OFAC AND ANTI-MONEY LAUNDERING COMPLIANCE CERTIFICATIONS**

A. Tenant hereby represents, certifies, and warrants to Landlord as follows: (i) Tenant is not named by, and is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by, any Executive Order, including without limitation Executive Order 13224, or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person", or other banned or blocked person, entity, nation, or transaction pursuant to any law, order, rule or regulation that is enacted, enforced, or administered by the Office of Foreign Assets Control; (ii) Tenant is not engaged in this transaction, directly or indirectly, for or on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity, or nation; and (iii) none of the proceeds used to pay Rent have been or will be derived from a "specified unlawful activity" as defined in, and Tenant is not otherwise in violation of, the Money Laundering Control Act of 1986, as amended, or any other applicable laws regarding money laundering activities. Furthermore, Tenant agrees to immediately notify Landlord if Tenant was, is, or in the future becomes a "senior foreign political figure", or an immediate family member or close associate of a "senior foreign political figure", within the meaning of Section 312 of the USA PATRIOT Act of 2001. Notwithstanding anything in this Lease to the contrary, Tenant acknowledges and agrees that this Lease is a continuing transaction and that the foregoing representations, certifications, and warranties are ongoing and shall be and remain true and in full force and effect on the Date of this Lease and throughout the Term of this Lease (and any extension thereof) and that any breach thereof shall be an Event of Default giving rise to Landlord's remedies, including but not limited to forcible eviction, and Tenant hereby agrees to defend, indemnify, and hold harmless Landlord and the Landlord Parties from and against any and all claims, damages, losses, risks, liabilities, fines, penalties, forfeitures, and expenses (including, without limitation, costs and attorneys' fees) arising from or related to any breach of the foregoing representations, certification, and warranties.

B. Landlord hereby represents, certifies, and warrants to Tenant as follows: (i) Landlord is not named by, and is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by, any Executive Order, including without limitation Executive Order 13224, or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person", or other banned or blocked person, entity, nation, or transaction pursuant to any law, order, rule or regulation that is enacted, enforced, or administered by the Office of Foreign Assets Control; (ii) Landlord is not engaged in this transaction, directly or indirectly, for or on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity, or nation; and (iii) Landlord is not otherwise in violation of, the Money Laundering Control Act of 1986, as amended, or any other applicable laws regarding money laundering activities. Furthermore, Landlord agrees to immediately notify Tenant if Landlord was, is, or in the future becomes a "senior foreign political figure", or an immediate family member or close associate of a "senior foreign political figure", within the meaning of Section 312 of the USA PATRIOT Act of 2001. Notwithstanding anything in this Lease to the contrary,

Landlord acknowledges and agrees that this Lease is a continuing transaction and that the foregoing representations, certifications, and warranties are ongoing and shall be and remain true and in full force and effect on the Date of this Lease and throughout the Term of this Lease (and any extension thereof) and that any breach thereof shall be an Landlord Default giving rise to Tenant's remedies, and Landlord hereby agrees to defend, indemnify, and hold harmless Tenant and the Tenant Parties from and against any and all claims, damages, losses, risks, liabilities, fines, penalties, forfeitures, and expenses (including, without limitation, costs and attorneys' fees) arising from or related to any breach of the foregoing representations, certification, and warranties.

## 27. PARKING

### 27.01 PARKING RULES

Subject to the terms and provisions of Article 18 hereof, Tenant agrees for itself and for its subtenants, employees, agents, and invitees to comply with the Parking Rules and Regulations attached as Exhibit C hereto, and with all reasonable modifications and additions thereto which Landlord may from time to time make (the "Parking Rules").

### 27.02 RESERVED PARKING SPACES

A. Landlord agrees to enter into a Parking License Agreement (as defined in Exhibit C) with up to seventy (70) employees of Tenant (as designated by Tenant to Landlord) (hereinafter the "Reserved Parking Spaces"), whereby Landlord shall grant to each such employee a license to park one (1) motor vehicle in the Reserved Parking Areas (as defined in Exhibit C) for a license period commencing on the Commencement Date and expiring on the Expiration Date of the Term. The location of the Reserved Parking Spaces shall be as more specifically shown and depicted on Exhibit S attached hereto and made a part hereof. Tenant shall have the right upon written notice to Landlord from time to time to substitute a new Parking License Agreement for a different employee of Tenant; provided, however, that such number of employees, and such number of Reserved Parking Spaces, does not exceed seventy (70) at any time. Notwithstanding anything to the contrary in this Section 27.02, upon not less than sixty (60) days' prior written notice to Landlord from time to time, Tenant may elect to reduce the number of parking permits and Reserved Parking Spaces that Tenant uses under this Section 27.02 (provided, in such event, Tenant's election shall be final and binding and Landlord shall have no further obligation to provide such surrendered parking permits or surrendered Reserved Parking Spaces to Tenant at any time in the future, except to the extent that any such Reserved Parking Spaces so surrendered by Tenant hereunder thereafter become available for leasing by third parties, in which case Tenant shall, upon written request to Landlord, have the option to lease any such surrendered Reserved Parking Spaces upon the terms set forth herein, it being understood and agreed, however, that Landlord has no obligation to hold any such surrendered Reserved Parking Spaces "in reserve" for the benefit of Tenant and that Landlord shall be permitted to lease any such surrendered Reserved Parking Spaces to other tenants and occupants of the Complex from time to time). In the event that Tenant leases any ROFO Space pursuant to Article 30 hereof, any ROFR Space pursuant to Article 33 hereof, or any other space is added to the Premises from and after the Commencement Date, then, upon not less than sixty (60) days' prior written notice to Landlord, Tenant shall be entitled to an exclusive additional parking permit for each additional eight thousand (8,000) rentable square feet of space so leased by Tenant hereunder.

B. The aforesaid Reserved Parking Spaces shall be provided at no additional cost or expense to Tenant, but shall be and remain subject to all of the other terms and conditions hereof and of Landlord's standard Parking License Agreement, a copy of which shall be furnished to Tenant upon request, as well as the Parking Rules.

C. Landlord shall install appropriate signage at such Reserved Parking Spaces; provided, (i) the initial "reserved" signage for such Reserved Parking Spaces shall be installed by Landlord, at Tenant's sole cost and expense, (ii) such "reserved" signage shall be maintained and repaired by Landlord, at Tenant's sole cost and expense, and (iii) any subsequent changes, modifications, updates, or replacements of such "reserved" signage as may be requested by Tenant from time to time shall be performed by Landlord, at Tenant's sole cost and expense.

#### 27.03 TENANT VISITOR PARKING SPACES

A. In addition to the Reserved Parking Spaces, Landlord shall provide Tenant with thirty (30) reserved, designated visitor spaces for Tenant's exclusive use (the "Tenant Visitor Parking Spaces"). The location of the Tenant Visitor Parking Spaces shall be as more specifically shown and depicted on Exhibit S attached hereto.

B. The aforesaid Tenant Visitor Parking Spaces shall be provided at no additional cost or expense to Tenant, but shall be and remain subject to all of the other terms and conditions hereof, as well as the Parking Rules.

C. Landlord shall install appropriate signage at such Tenant Visitor Parking Spaces; provided, (i) the initial "reserved" signage for such Tenant Visitor Parking Spaces shall be installed by Landlord, at Tenant's sole cost and expense, (ii) such "reserved" signage shall be maintained and repaired by Landlord, at Tenant's sole cost and expense, and (iii) any subsequent changes, modifications, updates, or replacements of such "reserved" signage as may be requested by Tenant from time to time shall be performed by Landlord, at Tenant's sole cost and expense.

#### 27.04 GENERAL PARKING PROVISIONS

In addition to the Reserved Parking Spaces described in Section 27.02 hereof, together with the Tenant Visitor Parking Spaces described in Section 27.03 hereof, but subject to Landlord's rights pursuant to the last sentence of this Section 27.04, Tenant shall be entitled to use up to Tenant's Proportionate Share of the total number of unreserved surface parking spaces in the parking facilities located on the Complex (which proportionate share allocation shall include the above-described Reserved Parking Spaces and Tenant Visitor Parking Spaces). All parking spaces provided to Tenant hereunder (other than the above described Reserved Parking Spaces and Tenant Visitor Parking Spaces) shall be unreserved and are to be used by Tenant, and its employees, agents, customers, and invitees, in common with the other tenants of the Complex, and their respective employees, agents, customers, and invitees, and subject in all events to the Parking Rules. Landlord shall have the right to relocate all or any portion of the parking spaces provided to Tenant hereunder (including, without limitation, the above described Reserved Parking Spaces and/or Tenant Visitor Parking Spaces) to such other parking areas serving the Building(s) from time to time upon reasonable prior written notice to Tenant, provided, however, that with respect to the Reserved Parking Spaces and/or the Tenant Visitor Parking Spaces, (i) such relocation shall only occur in connection with a change, modification, reconstruction, or reconfiguration of the parking areas or the Complex, (ii) the relocation of all or any portion of the Reserved Parking Spaces shall be to other covered parking spaces, and (iii) such relocated parking spaces shall otherwise be mutually and reasonably acceptable to Landlord and Tenant.

## **28. TERMINATION OPTION**

## 28.04 **CONDITIONS TO EXERCISE**

.1.

## 31. ROOF RIGHTS

### 31.01 DEFINITION

For purposes of this Lease, "Tenant Roof Space" shall mean the flat space on the roof of the 8410 Building which is currently being utilized by Tenant as of the Date of this Lease, which Tenant Roof Space is more specifically shown on Exhibit E attached hereto and made a part hereof.

### 31.02 TENANT ROOF SPACE

Subject to all applicable Laws, Landlord hereby leases to Tenant the Tenant Roof Space and agrees that all references in this Lease to "Premises", except as otherwise set forth herein, shall include the Tenant Roof Space. Tenant shall have the right to use the Tenant Roof Space solely for the purpose of the construction, installation, operation, and maintenance of cellular antennas and related equipment, together with all necessary lines, conduits, and sleeving (collectively, and together with any substitution or replacement thereof, the "Antenna"). The Antenna shall be for the exclusive use of the Tenant and its employees. A detailed written description of the Antenna and their related equipment installed (or to be installed) is attached hereto as Exhibit F. Landlord acknowledges that Tenant shall have the right to substitute a new Antenna during the Term, subject to and in accordance with the terms and provisions of this Lease, including, without limitation, this Article 31.

### 31.03 CONDITION OF TENANT ROOF SPACE

Tenant hereby acknowledges that Landlord is leasing the Tenant Roof Space to Tenant in its "as-is", "where-is" condition, without any representation, credit, or allowance from Landlord with respect to the condition or improvement thereof.

#### **31.04 TERM**

Tenant shall have the right to use the Tenant Roof Space commencing on the Date of this Lease and expiring on the Expiration Date of the initial Term of this Lease, unless earlier terminated as provided in this Lease, and subject to renewal as is provided in Article 29 of this Lease.

#### **31.05 RENT**

Notwithstanding anything contained in this Lease to the contrary, no Monthly Base Rent or Adjusted Monthly Base Rent shall be paid or payable by Tenant for the Tenant Roof Space and the rentable area of the Premises for purposes of determining Tenant's Proportionate Share for Adjusted Monthly Base Rent shall not be deemed to include the square footage of the Tenant Roof Space.

#### **31.06 INSTALLATION**

The installation of the Antenna will be made by Tenant, at its sole cost and expense, and shall be performed in accordance with the provisions of Article 10 of the Lease, specifically including, without limitation, the right of Landlord to approve Tenant's plans and specifications and the right of Landlord to monitor such installations. The design of the Antenna shall be compatible with the design requirements of the 8410 Building. Tenant shall not place any load upon the roof of the 8410 Building which will exceed the load per square foot which the roof was designed to carry. Landlord shall provide Tenant with all such information as Tenant may require to distribute any load properly. Any such load distribution shall be performed by Tenant at its cost and expense. Installation shall be performed so as to cause no structural damage to the 8410 Building, including, without limitation, the roof of the 8410 Building. Any damage caused to the 8410 Building, or any part thereof, which results from the installation, operation, maintenance, repair, replacement, or removal of the Antenna shall be repaired or replaced promptly by Tenant, at its sole expense. Notwithstanding anything to the contrary in this Article 31, Landlord acknowledges that Tenant has installed, and shall be permitted to retain, the Antenna in place as of the Date of this Lease.

#### **31.07 COMPLIANCE WITH LAWS; INTERFERENCE**

Tenant agrees that the installation, operation, maintenance, and removal of Antenna shall be at Tenant's sole cost, liability and expense and shall be in compliance with all applicable Laws. Tenant agrees to obtain all necessary federal, state, and local licenses and permits necessary to install, operate, and maintain the Antenna. Tenant represents and warrants to Landlord that the Antenna will not cause or create any interference with the operation or use by Landlord or by any occupant of the Building of other transmitting and receiving devices, antennae, computers, telephones, televisions, radios, and stereo equipment existing as of the Date of this Lease. In the event of a breach of this representation and warranty, Tenant shall take whatever steps are necessary, including the relocation of the Tenant Roof Space (subject to Landlord's reasonable approval) in order to eliminate such interference; failing which Tenant shall immediately terminate its operation of and remove the Antenna. Tenant shall exercise its rights hereunder at its cost and expense and in a manner that will not unreasonably interfere with the conduct or operation of any business conducted within the Building by Landlord or any tenant or other occupant. It shall also be Tenant's sole responsibility to protect its own equipment from any and all induced wave energies, including lightning, and induced energies from other radiated energies taking place or that may hereafter take place from the Tenant Roof Space or elsewhere. Landlord shall make a good faith effort to include language substantially similar to that contained in the second through fourth sentences of this Section 31.07 in any future agreement with any tenant or other occupant of the Complex for the location of any antenna, dish, or other transmitting or receiving device on the roof of the Complex.

### **31.08 RELOCATION**

Should a change of location of the Tenant Roof Space be required by any governmental body or authority, such change shall be performed by Tenant at its sole cost and expense. The location shall be subject to Tenant's reasonable approval, upon at least thirty (30) days' prior written notice before the date of the relocation. Such relocation shall be performed in a manner so as to minimize any interference with Tenant's use of the Antenna, and Landlord shall pay all of Tenant's direct out-of-pocket documented expenses incurred in connection therewith.

### **31.09 ACCESS**

Tenant shall have access to the Tenant Roof Space, which shall be arranged through Landlord's security personnel at the Building, for the purpose of installation, maintenance, repair, operation and removal of the Antenna provided that, in each instance, reasonable prior written notice is given to Landlord and an employee of Landlord is present at no charge to Tenant. Any such written notice from Tenant to Landlord shall specify the nature of the activity to be performed or conducted by Tenant. Landlord shall have the right from time to time to reasonably delay Tenant's entrance to the roof of the Building or to establish the reasonable terms and conditions upon which the Tenant shall have the right to enter the roof of the Building to conduct activities thereon as contemplated by this Article 31.

### **31.10 INDEMNIFICATION; INSURANCE**

Except to the extent caused by the negligence or willful misconduct of the Landlord Parties, Tenant agrees to indemnify, defend, and hold harmless the Landlord Parties and each of them from all claims, liabilities, damages, and expenses (including reasonable attorneys' fees and expenses) asserted against or incurred by any of said Landlord Parties and arising from or by reason of the installation, maintenance, operation, or removal of the Antenna. Tenant agrees that its general public liability insurance shall extend to and cover liabilities arising out of the use and/or operation of the Tenant Roof Space and the Antenna. Upon the expiration or termination of this Lease and/or Landlord's termination of Tenant's right to possession of the Premises, Tenant, at its sole expense, shall remove the Antenna and repair and restore any damage to the Building, the Tenant Roof Space, and the roof caused by such removal.

### **31.11 LANDLORD'S OBLIGATIONS**

Nothing contained herein shall abrogate Landlord's responsibility for maintenance and repair of the entire roof of the Building, including the Tenant Roof Space, pursuant to and in accordance with the terms and provisions of this Lease, provided, however, Landlord shall not be required to make repairs (i) necessitated by the installation, operation, maintenance or repair of the Antenna, or (ii) due to the negligence or willful misconduct of Tenant or any Tenant Parties. Tenant, at its cost, shall be responsible for the performance of any repairs necessitated under Clause (i) or (ii) above; provided that, at Landlord's option, such repairs may be performed by Landlord, and Tenant shall reimburse to Landlord, upon demand, the reasonable, actual costs thereof. Landlord agrees that any new installations of equipment on the roof by Landlord or other tenants will not cause or create any unreasonable interference with the operation or use by Tenant of the Antenna, except as required by Law in which case Landlord shall use reasonable efforts, without incurring any additional costs, to minimize such interference. Landlord shall not be liable or responsible because of the interruption or suspension of electrical service to the Antenna unless such interruption or suspension is the direct result of the negligence or willful misconduct of the Landlord Parties.

### 31.12 ROOF MAINTENANCE

In the event Landlord deems roof repairs necessary and/or requires access which requires the temporary removal of the Antenna or relocation of the Tenant Roof Space, or which may result in an interruption of Tenant's telecommunications services, Landlord after using reasonable efforts, without incurring any additional costs, to minimize such requirements, shall give Tenant at least fifteen (15) days' written notice (except in cases of an emergency in which event no prior written notice shall be required) prior to commencing such contemplated work in order to allow Tenant to make other arrangements for such services. The cost of the removal, reinstallation or alternate service arrangements shall be the Tenant's sole responsibility, cost and expense.

### 31.13 MISCELLANEOUS

Landlord hereby acknowledges and agrees as follows:

(a) Tenant's rights hereunder in no way violate or contravene any rules or regulations contained in this Lease or promulgated by Landlord pursuant thereto;

(b) notwithstanding the provisions of Clause (19) of Article 18 of this Lease, Tenant, its employees, agents and invitees are permitted to enter upon the roof of the Building as provided in Section 31.09 above, for the uses and purposes herein described;

(c) notwithstanding the provisions of Clause (23) of Article 18 of this Lease, Tenant is permitted to install, operate and maintain the Antenna upon the roof of the Building for the uses and purposes herein described; and

(d) notwithstanding the provisions of Section 15.04 of this Lease, Tenant shall have the right, but not the obligation to rebuild, repair and restore the Antenna if all or any part thereof is damaged by fire or other casualty, provided that if Tenant does not rebuild, repair or restore the Antenna, Tenant shall promptly remove the Antenna from the Tenant Roof Space. If Tenant does not remove the Antenna as set forth in the immediately preceding sentence within thirty (30) days, Landlord may remove the same and restore the Tenant Roof Space and Tenant shall pay the cost of such removal and restoration to Landlord upon demand.

### 32. GOVERNMENTAL INCENTIVES

During the Term, Landlord shall reasonably cooperate with Tenant, at no cost or expense to Landlord, in preserving any existing governmental incentives or in pursuing any new governmental incentives in connection with this Lease and/or Tenant's occupancy of the Premises hereunder.

### 33. RIGHT OF FIRST REFUSAL



### 35.01 TENANT SIGNAGE

A. Subject to the terms and provisions of this Article 35, so long as Tenant is then leasing not less than five (5) full floors of rentable office space in the Complex, and provided further that no Event of Default exists under this Lease, Tenant shall have the right and license during the Term to install, place, and maintain, at Tenant's sole cost and expense: (i) roofline signage and entryway signage reflecting Tenant's name and/or corporate logo on the exterior of the 8410 Building (collectively, the **"8410 Building Exterior Signage"**); and (ii) prominent signage on any existing or future multi-tenant monument sign to be installed or maintained at the Complex from time to time for the display of Tenant's name and/or corporate logo (the **"Monument Signage"**). Subject to the foregoing, Tenant shall have the right and license during the Term to install, place, and maintain, at Tenant's sole cost and expense: (a) signage reflecting Tenant's name and/or corporate logo on the wall of the ground floor elevator lobby area of the 8410 Building; (b) signage reflecting Tenant's name and/or corporate logo behind the ground floor lobby desk of the 8410 Building; (c) signage reflecting Tenant's name and/or corporate logo on the wall of the elevator lobby areas located on those floors of the 8410 Building on which the Premises are located; and (d) signage reflecting Tenant's name and/or corporate logo adjacent to each entrance to the Premises (collectively, the **"8410 Interior Building Signage"**). In furtherance of the foregoing, it is hereby acknowledged and agreed that (1) Tenant's lobby décor and signage presentation along the lower portion of the northwest wall of the 8410 Building's main lobby area, (2) one (1) Tenant identification sign along the upper portion of the northeast wall of the 8410 Building's main lobby area showing the "U.S. Cellular" corporate logo, and (3) one (1) flat panel monitor (not to exceed sixty inches (60") in any event) located along the lower portion of the northeast wall of the 8410 Building's main lobby area (collectively, the **"8410 Tenant Lobby Signage"**) existing and in place as of the Date of this Lease may be maintained by Tenant during the Term hereof and shall be included in the definition of "8410 Interior Building Signage" for purposes hereof. The term of such license shall commence upon the Commencement Date and shall continue until the expiration or earlier termination of this Lease or Tenant's right to possession hereunder. The 8410 Building Exterior Signage, the Monument Signage, and the 8410 Interior Building Signage are sometimes referred to hereinafter, collectively, as the **"8410 Tenant Building Signage"**.

B. Subject to the terms and provisions of this Article 35, provided that no Event of Default then exists under this Lease, Tenant shall have the right and license during the Term to install, place, and maintain, at Tenant's sole cost and expense, exterior roofline signage reflecting Tenant's name and/or

corporate logo on the "north face" exterior of the 8420 Building (the "**8420 Building North Exterior Signage**"). In addition, but subject to the foregoing, Tenant shall have the right and license during the Term to install, place, and maintain, at Tenant's sole cost and expense: (a) signage reflecting Tenant's name and/or corporate logo on the wall of the elevator lobby areas located on those floors of the 8420 Building on which the Premises are located; and (b) signage reflecting Tenant's name and/or corporate logo adjacent to each entrance to the Premises (collectively, the "**8420 Interior Building Signage**"). The term of such license shall commence upon the Date of this Lease and shall continue until the expiration or earlier termination of this Lease or Tenant's right to possession hereunder. The 8420 Building North Exterior Signage, the 8420 Interior Building Signage, and, if applicable, the 8420 Building East Exterior Signage (as hereinafter defined) are sometimes referred to hereinafter, collectively, as the "**8420 Tenant Building Signage**". If Tenant is not provided with the 8420 Building East Exterior Signage (as hereinafter defined) as provided under Section 35.C below, or if Landlord elects to recapture the 8420 Building North Exterior Signage as provided under Section 35.C below, (i) Tenant's right to maintain the 8420 Building North Exterior Signage (or the 8420 Building East Exterior Signage, as the case may be, if Landlord has theretofore recaptured the 8420 Building North Exterior Signage as provided hereunder) shall be subject to Tenant then leasing not less than three (3) full floors of rentable office space (and then occupying not less than 50,000 rentable square feet of rentable office space) in the 8420 Building, and (ii) if at any time Tenant is then leasing less than three (3) full floors of rentable office space (or is then occupying less than 50,000 rentable square feet of rentable office space) in the 8420 Building, Landlord shall have the sole right and option to recapture the 8420 Building North Exterior Signage (or the 8420 Building East Exterior Signage, as the case may be, if Landlord has theretofore recaptured the 8420 Building North Exterior Signage as provided hereunder) and Landlord may thereafter lease such north face building top signage (or east face building top signage, as the case may be) to another tenant or third party on such terms and conditions as Landlord shall deem appropriate.

C. Subject to the terms and provisions of this Article 35, provided that (a) no Event of Default then exists under this Lease, and (b) the Intercall Exterior Signage Rights (as hereinafter defined) have been terminated, Tenant shall have the right and license during the Term to install, place, and maintain, at Tenant's sole cost and expense and in addition to the 8420 Building North Exterior Signage, exterior roofline or other Building signage reflecting Tenant's name and/or corporate logo on the "east face" exterior of the 8420 Building (the "**8420 Building East Exterior Signage**"). The term of such license shall commence upon the date on which Tenant is entitled to and elects to add such 8420 Building East Exterior Signage hereunder and shall continue until the expiration or earlier termination of this Lease or Tenant's right to possession hereunder. If Tenant is provided with the 8420 Building East Exterior Signage as aforesaid (i) Tenant's right to maintain both the 8420 Building North Exterior Signage and the 8420 Building East Exterior Signage shall be subject to Tenant then leasing not less than five (5) full floors of rentable office space (and then occupying not less than four (4) full floors of rentable office space) in the 8420 Building, and (ii) if at any time Tenant is then leasing less than five (5) full floors of rentable office space (or is then occupying less than four (4) full floors of rentable office space) in the 8420 Building, Landlord shall have the right and option, to be exercised in Landlord's sole and absolute discretion, to recapture the 8420 Building North Exterior Signage and Landlord may thereafter lease such north face building top signage to another tenant or third party on such terms and conditions as Landlord shall deem appropriate.

D. It is specifically acknowledged, understood, and agreed that Intercall, Inc. ("**Intercall**"), an existing tenant of the 8420 Building, has the right to install exterior roofline signage on the "east face" of the 8420 Building (the "**Intercall Exterior Signage Rights**"). Landlord hereby agrees that Landlord shall engage in good faith negotiations with Intercall regarding a prospective termination of the Intercall Exterior Signage Rights; provided, however, that (i) any costs, fees, concessions, or other consideration paid to Intercall or incurred by Landlord for such termination shall be the sole responsibility of Tenant (provided that Tenant shall have the opportunity to first approve any such costs, fees, or other

consideration prior to such termination), and (ii) in no event shall Landlord be deemed to be in default under this Lease or otherwise by virtue of any failure or refusal of Intercall to agree to any such termination of the Intercall Exterior Signage Rights hereunder. If the Intercall Exterior Signage Rights are so terminated as contemplated hereunder, Landlord will in such event grant Tenant the right to erect the 8420 Building East Exterior Signage in place of Intercall's signage (and it is specifically acknowledged, understood, and agreed that the 8420 Building East Exterior Signage, and Tenant's rights with respect thereto, are specifically subject to and conditioned upon such termination of the Intercall Exterior Signage Rights hereunder). So long as Tenant has the right to maintain, and is so maintaining, both the 8420 Building North Exterior Signage and the 8420 Building East Exterior Signage as and to the extent provided hereunder, Landlord shall not grant additional building top signage on the 8420 Building to any other tenants or third parties.

E. In addition to the Tenant Building Signage, but subject to the terms and provisions of this Article 35, and provided further that no Event of Default exists under this Lease, in the event that Tenant hereafter elects to lease ROFO Space, ROFR Space, or any other additional space in the 8420 Building or the 8430 Building, as the case may be, Tenant shall be entitled in such instance to: (a) signage reflecting Tenant's name and/or corporate logo on the wall of the elevator lobby areas located on those floors of the 8420 Building or the 8430 Building, as the case may be, on which such ROFO Space, ROFR Space, or other additional space, as the case may be, are located; and (b) signage reflecting Tenant's name and/or corporate logo adjacent to each entrance to such ROFO Space, ROFR Space, or other additional space, as the case may be (collectively, the "**Additional 8420/8430 Tenant Signage**"). Any and all such Additional 8420/8430 Tenant Signage shall, in addition to the other terms, provisions, and requirements set forth herein, be at Tenant's sole cost and expense and consistent with building standards in effect from time to time with respect to the 8420 Building or the 8430 Building, as the case may be.

#### 35.02 CONDITIONS OF TENANT SIGNAGE

A. All 8410 Tenant Building Signage, 8420 Tenant Building Signage, and Additional 8420/8430 Tenant Signage hereunder shall be for the sole and limited purpose of displaying Tenant's corporate branding materials from time to time, shall be installed and maintained in a manner reasonably acceptable to Landlord, and shall be installed and maintained in a manner consistent at all times with the quality and appearance of the Complex. In addition, all 8410 Tenant Building Signage, 8420 Tenant Building Signage, and Additional 8420/8430 Tenant Signage shall be subject to and conditioned upon: (i) Landlord's prior written approval with respect to the size, color, design, and specific location of each component thereof, which approval shall not be unreasonably withheld, conditioned, or delayed so long as such 8410 Tenant Building Signage, 8420 Tenant Building Signage, and/or Additional 8420/8430 Tenant Signage, as the case may be, is consistent with Tenant signage in place as of the Date of this Lease; (ii) all applicable Laws applicable to such 8410 Tenant Building Signage, 8420 Tenant Building Signage, and/or Additional 8420/8430 Tenant Signage, as the case may be (including, specifically and without limitation, any City of Chicago approvals required in connection with the 8420 Building North Exterior Signage and/or the 8420 Building East Exterior Signage, as the case may be); and (iii) Tenant obtaining all requisite governmental permits and approvals required in connection with such 8410 Tenant Building Signage, 8420 Tenant Building Signage, and/or Additional 8420/8430 Tenant Signage, as the case may be (including, specifically and without limitation, any City of Chicago approvals required in connection with the 8420 Building North Exterior Signage and/or the 8420 Building East Exterior Signage, as the case may be). It is specifically acknowledged, understood, and agreed that Landlord shall have no liability whatsoever for any failure or refusal of the City of Chicago to approve or permit the 8410 Tenant Building Signage, the 8420 Tenant Building Signage, and/or the Additional 8420/8430 Tenant Signage, or any component thereof. Tenant shall provide plans, drawings, and specifications for such 8410 Tenant Building Signage, 8420 Tenant Building Signage, and/or Additional 8420/8430 Tenant Signage, as the case may be, to Landlord prior to the installation thereof, or any subsequent modification,

upgrade, or replacement thereof, which plans, drawings, and specifications shall be subject to Landlord's prior written approval, which approval shall not be unreasonably withheld, conditioned, or delayed. The installation, operation, maintenance, and removal of all such 8410 Tenant Building Signage, 8420 Tenant Building Signage, and/or Additional 8420/8430 Tenant Signage, as the case may be, shall be at Tenant's sole cost, liability, and expense, and all work necessary to install such 8410 Tenant Building Signage, 8420 Tenant Building Signage, and/or Additional 8420/8430 Tenant Signage, as the case may be, shall be performed in accordance with the terms and provisions of this Lease, including, without limitation, Article 10 hereof and this Article 35. Tenant, at its sole cost and expense, agrees to obtain and maintain all necessary governmental licenses and permits to install, operate, and maintain such 8410 Tenant Building Signage, 8420 Tenant Building Signage, and/or Additional 8420/8430 Tenant Signage, as the case may be. In addition, in the event that Landlord hereafter elects to install multi-tenant pylon signage for the Complex (it being acknowledged, understood, and agreed that Landlord shall have no obligation to do so and that such election shall be at Landlord's sole and absolute discretion), Tenant shall, at Tenant's sole cost and expense and subject to the terms and provisions of this Article 35, be provided with prominent tenant identification signage on such multi-tenant pylon signage (and, so long as Tenant is then leasing and occupying the largest amount of rentable office space in the Complex, such tenant identification signage shall be at the top of such multi-tenant pylon signage).

B. To the maximum extent permitted by Law, and except to the extent arising from the negligence or willful misconduct of any Landlord Parties, Tenant agrees to indemnify, defend, and hold harmless Landlord and each Landlord Party from and against any and all claims, liabilities, damages, and expenses (including, without limitation, court costs and reasonable attorneys' fees) asserted against or incurred by any of said parties and arising from, or by reason of, the 8410 Tenant Building Signage, the 8420 Tenant Building Signage, and/or the Additional 8420/8430 Tenant Signage, as the case may be, or any component thereof, or the design, fabrication, installation, maintenance, operation, or removal thereof. Upon the expiration or termination of this Lease, or upon the termination of Tenant's right to possession of the Premises, Tenant, at its sole cost and expense, shall remove the 8410 Tenant Building Signage, the 8420 Tenant Building Signage, and the Additional 8420/8430 Tenant Signage, as the case may be, and shall repair and restore any and all damage caused by such removal and restore the areas affected thereby to substantially the condition existing prior to the installation of such 8410 Tenant Building Signage, 8420 Tenant Building Signage, and Additional 8420/8430 Tenant Signage, as the case may be. Nothing contained herein shall be deemed a grant by Landlord to Tenant of any exclusive right to maintain signs inside, outside, or on the Building or to name the Building (except as expressly provided in this Article 35 or in Article 36 hereof), and Landlord expressly reserves the right to install and maintain signs inside the 8420 Building and the 8430 Building (excluding those portions of the Premises located therein), on the exterior of the 8420 Building (subject to the limitations set forth in this Article 35) and the 8430 Building, and outside the 8420 Building and the 8430 Building (including, without limitation, signage within the main lobby of the 8420 Building and the 8430 Building, subject to the limitations set forth in this Article 35) identifying tenants of such Building, or identifying such Building as "U.S. Cellular Plaza", or such other name or names as Landlord and Tenant may hereafter designate from time to time as provided in Article 36 hereof; provided, any such signage hereafter granted or installed by Landlord or other tenants or users shall not prevent Tenant from installing and maintaining the 8410 Tenant Building Signage, the 8420 Tenant Building Signage, and/or the Additional 8420/8430 Tenant Signage, as the case may be.

C. The 8410 Tenant Building Signage, the 8420 Tenant Building Signage, and/or the Additional 8420/8430 Tenant Signage, as the case may be, and any and all rights thereto (other than the 8410 Interior Building Signage if, and only to the extent that, Tenant is then leasing the entirety of the 8410 Building hereunder), are personal to USCC Services, LLC and any Affiliate and shall not extend to or be for the benefit of, nor may any such signage be utilized by, any assignee, subtenant, or any other party (other than an Affiliate).

36. NAMING RIGHTS

36.01 NAMING OF COMPLEX



37. LANDLORD PREMISES WORK AND LANDLORD NON-PREMISES WORK

37.01 LANDLORD PREMISES WORK

A. Subject to the terms and provisions of this Section 37.01, Landlord will perform the following work in and to the Expansion Premises and the Existing Premises, as the case may be:

1. Refurbishment of the existing restrooms on Floors 1 through 11, inclusive, in the 8410 Building, and the existing restrooms located on Floors 4 through 9, inclusive, in the 8420 Building, to a "Class A" standard, plus the addition of one (1) new ADA compliant "unisex" restroom at a "Class A" standard on each floor of the 8410 Building, and on Floors 4 through 9, inclusive, in the 8420 Building (collectively, the "**Restroom Work**"). The Restroom Work shall be constructed by Landlord with respect to both the Expansion Premises and the Existing Premises in substantial accordance with those certain plans and specifications attached as Exhibit Q hereto and made a part hereof (collectively, the "**Restroom Work Plans**"), which Restroom Work Plans have heretofore been reviewed and approved by each of Landlord and Tenant (provided, however, that Landlord shall not be required to install any "optional" or "alternate" items expressly referenced on the Restroom Work Plans unless such items are specifically requested in writing by Tenant, in which event (a) Landlord shall install such "optional" or "alternate" items so requested in writing by Tenant as part of the Restroom Work, and (b) Tenant shall pay the difference between the cost of such "optional" or "alternate" items and the cost that would have been incurred for the substitute Building-standard items so reflected on the Restroom

Work Plans, which cost difference may, at Tenant's option, be subject to, and reimbursed from, the TI Allowance). The Restroom Work shall be substantially completed by Landlord (i) with respect to the Expansion Premises, on or before the Turnover Date, subject in all events to Force Majeure Events and Tenant Delay, and (ii) with respect to the Existing Premises, at such time or times, and in accordance with such construction schedules, as shall be mutually and reasonably agreed upon by Landlord and Tenant, subject in all events to Force Majeure Events and Tenant Delay (provided, however, in no event shall Landlord construct, or be required to construct, such Restroom Work on more than two (2) full floors of the Existing Premises simultaneously).

2. Installation of new window film on all exterior windows located within the Existing Premises on Floors 1 through 11, inclusive, of the 8410 Building, and located within the Expansion Premises on Floors 4 through 9, inclusive, of the 8420 Building, to correct the inconsistent coloring and overall appearance of these areas (the "**Window Film Work**"). The Window Film Work shall be installed by Landlord with respect to both the Expansion Premises and the Existing Premises in substantial accordance with those certain specifications attached as Exhibit P hereto and made a part hereof (collectively, the "**Window Film Work Specification**"), which Window Film Work Specification has heretofore been reviewed and approved by each of Landlord and Tenant. Such Window Film Work shall be performed by Landlord with respect to both the Expansion Premises and the Existing Premises (i) in substantial accordance with the Window Film Work Specification, (ii) at such time or times, and in accordance with such construction schedules, as shall be mutually and reasonably agreed upon by Landlord and Tenant, subject in all events to Force Majeure Events and Tenant Delay (provided, however, in no event shall Landlord construct, or be required to construct, such Window Film Work on more than two (2) full floors of the Expansion Premises or the Existing Premises, as the case may be, simultaneously), and (iii) in a manner so as to provide for as uniform an exterior window appearance in the 8410 Building and the 8420 Building as is reasonably practicable (including, to the extent reasonably required, the replacement of such first (1st) floor glass windows as may be reasonably necessary with respect thereto).

3. Installation of new building-standard window blinds on all exterior windows located within the Existing Premises on Floors 1 through 11, inclusive, of the 8410 Building, and located within the Expansion Premises on Floors 4 through 9, inclusive, of the 8420 Building (the "**Window Blind Work**"). The Window Blind Work shall be installed by Landlord with respect to both the Expansion Premises and the Existing Premises in substantial accordance with those certain specifications attached as Exhibit Q hereto and made a part hereof (collectively, the "**Window Blind Work Specification**"), which Window Blind Work Specification has heretofore been reviewed and approved by each of Landlord and Tenant. If the cost of the window blinds so agreed upon exceed the cost of the building-standard window blinds that would have otherwise been installed by Landlord, Tenant shall be solely responsible for such excess costs (subject to application of the TI Allowance). Such Window Blind Work shall be performed by Landlord with respect to both the Expansion Premises and the Existing Premises (i) in substantial accordance with the Window Blind Work Specification, and (ii) at such time or times, and in accordance with such construction schedules, as shall be mutually and reasonably agreed upon by Landlord and Tenant, subject in all events to Force Majeure Events and Tenant Delay (provided, however, in no event shall Landlord construct, or be required to construct, such Window Blind Work on more than two (2) full floors of the Expansion Premises or the Existing Premises, as the case may be, simultaneously).

4. Modification of the existing building-standard fire and life safety "backbone" on Floors 1 through 11, inclusive, of the 8410 Building, and on Floors 4 through 9, inclusive, of the 8420 Building, to accommodate Tenant-installed devices and equipment (collectively, the

"Backbone Work", and together with the Restroom Work, the Window Film Work, and the Window Blind Work, collectively, the "Landlord Premises Work"); provided, however, that Tenant shall be solely responsible for the horizontal distribution of fire and life safety systems within the Existing Premises and the Expansion Premises. The Backbone Work shall be constructed by Landlord with respect to both the Expansion Premises and the Existing Premises in substantial accordance with those certain specifications attached as Exhibit R hereto and made a part hereof (collectively, the "Backbone Work Specification"), which Backbone Work Specification has heretofore been reviewed and approved by each of Landlord and Tenant. The Backbone Work shall be substantially completed by Landlord (i) with respect to the Expansion Premises, on or before the Turnover Date, subject in all events to Force Majeure Events and Tenant Delay, and (ii) with respect to the Existing Premises, at such time or times, and in accordance with such construction schedules, as shall be mutually and reasonably agreed upon by Landlord and Tenant, subject in all events to Force Majeure Events and Tenant Delay (provided, however, in no event shall Landlord construct, or be required to construct, such Backbone Work on more than two (2) full floors of the Existing Premises simultaneously).

B. Subject to the terms, provisions, and limitations hereinabove set forth, the Landlord Premises Work shall be constructed by or at the direction of Landlord, at Landlord's sole cost and expense, in a good and workmanlike manner, and in material compliance with all applicable Laws. The construction schedules for that portion of the Restroom Work being performed in the Existing Premises, the Window Film Work, the Window Blind Work, and that portion of the Backbone Work being performed in the Existing Premises, shall be subject to Tenant's reasonable review and approval in each instance, which approval shall not be unreasonably withheld, conditioned, or delayed. As soon as reasonably practicable following the Date of this Lease, Tenant shall prepare (or cause to be prepared), and shall submit to Landlord the proposed construction schedule(s) for that portion of the Restroom Work being performed in the Existing Premises, the Window Film Work, the Window Blind Work, and that portion of the Backbone Work being performed in the Existing Premises. Within ten (10) business days after such construction schedule(s) have been submitted to Landlord, Landlord shall approve or disapprove such items as have been so submitted in writing, and in the case of disapproval, Landlord shall advise Tenant of the specific changes required thereto so that such items will meet Landlord's approval. Tenant shall thereafter revise such items taking into account Landlord's approval requirements, and shall resubmit the revised items to Landlord for review. Within five (5) business days after the revised items have been so submitted to Landlord, Landlord shall approve or disapprove the revised items in writing. This process shall continue until the parties have approved such items in all respects.

C. Upon final approval of the construction schedules for that portion of the Restroom Work being performed in the Existing Premises, the Window Film Work, the Window Blind Work, and that portion of the Backbone Work being performed in the Existing Premises, as the case may be, Landlord shall cause the Landlord Premises Work (or the various components thereof, either together or separately) to be bid among such licensed and insured general contractors as are reasonably acceptable to Landlord; provided, however, that Landlord shall permit Tenant's general contractor for the TI to submit a bid for that portion of the Landlord Premises Work consisting of the Restroom Work (provided, further, that in no event shall Landlord be required to accept such bid from Tenant's general contractor, it being specifically acknowledged, understood, and agreed that all such bids, and any acceptance or rejection thereof, shall be within the sole and absolute discretion of Landlord). Landlord shall select the contractor(s) to be awarded the contract(s) for construction of the Landlord Premises Work (or the various components thereof, either together or separately) hereunder promptly following receipt of the bids submitted to Landlord in connection therewith. Following completion of the Restroom Work, the Window Film Work, the Window Blind Work, and the Backbone Work, as the case may be, Landlord and Tenant shall, at the request of either party hereof, enter into a mutually and reasonably acceptable written

supplement to this Lease confirming the completion of such Restroom Work, Window Film Work, Window Blind Work, and Backbone Work, as the case may be, as provided hereunder.

D. Solely with respect to those portions of the Landlord Premises Work comprising the Backbone Work and the Restroom Work, Landlord shall cause all such Backbone Work and Restroom Work to be compliant with current Laws in effect as of the Date of this Lease. Subject to inclusion of the costs thereof as part of Operating Expenses hereunder (or, in the case of the Restroom Work only, if such inclusion is not permitted, then at Tenant's sole cost and expense with respect to those portions of the Restroom Work located within the Premises, or any portion or portions thereof), (i) Landlord will continue to comply with required upgrades throughout the Term to keep such Backbone Work in compliance with applicable Laws, and (ii) Landlord will also perform any necessary upgrades to the Restroom Work to the extent required by generally-applicable Laws in order to keep such Restroom Work in compliance therewith.

1. Solely in the event that the City of Chicago Building Department stipulates that any "grandfathered" status to any building-standard fire and life safety "backbone" code issues or ADA compliance issues in the Common Areas of the Complex (including common area public access points thereto) will no longer be grandfathered when Tenant secures its building permits for the TI, Landlord shall perform the necessary corrective work at Landlord's sole cost and expense, which requirement will be in addition to Landlord's obligations for the Landlord Premises Work and the Landlord Non-Premises Work hereunder.
2. Except as expressly set forth in Clause (1) of this Subsection 37.01.D, Tenant shall be solely responsible for any code issues or violations resulting from the TI, any Alterations, or any other Tenant work, whether arising in connection with the fire and life safety system distribution within the Existing Premises and/or the Expansion Premises, or otherwise.

#### 37.02 LANDLORD NON-PREMISES WORK

A. Subject to the terms and provisions of this Section 37.02, Landlord will perform the following work in and to the Complex (exclusive of the Existing Premises and the Expansion Premises):

1. Interior renovations in and to the main lobby and Common Area located within the 8420 Building (collectively, the "**8420 Building Improvement Work**") which shall be more specifically described in plans and specifications to be prepared by or at the direction of Landlord for such 8420 Building Improvement Work (the "**8420 Building Improvement Work Specification**"). Tenant shall be provided a reasonable opportunity to review and comment on such 8420 Building Improvement Work Specification (provided, however, that Landlord shall have and retain final approval rights with respect to such 8420 Building Improvement Work Specification and the various components thereof). Such 8420 Building Improvement Work shall thereafter be performed by Landlord in substantial accordance with the 8420 Building Improvement Work Specification and shall be substantially completed by Landlord on or before August 1, 2017, subject in all events to Force Majeure Events and Tenant Delay.
2. Exterior renovations to the landscaping plan for the 8410 Building and the 8420 Building (collectively, the "**Exterior Landscaping Work**") which shall be more specifically described in plans and specifications to be prepared by or at the direction of Landlord for such Exterior Landscaping Work (the "**Exterior Landscaping Work Specification**"). Tenant shall be provided a reasonable opportunity to review and comment on such Exterior Landscaping Work

Specification (provided, however, that Landlord shall have and retain final approval rights with respect to such Exterior Landscaping Work Specification and the various components thereof). Such Exterior Landscaping Work shall thereafter be performed by Landlord in substantial accordance with the Exterior Landscaping Work Specification and shall be substantially completed by Landlord on or before August 1, 2017, subject in all events to Force Majeure Events and Tenant Delay.

3. Installation of window film on connector exterior windows of the 8410 Building and the 8420 Building to correct the inconsistent coloring and overall appearance of these areas (collectively, the "**Connector Window Film Work**") which shall be more specifically described in plans and specifications to be prepared by or at the direction of Landlord for such Connector Window Film Work (the "**Connector Window Film Work Specification**"). Tenant shall be provided a reasonable opportunity to review and comment on such Connector Window Film Work Specification (provided, however, that Landlord shall have and retain final approval rights with respect to such Connector Window Film Work Specification and the various components thereof). Such Connector Window Film Work shall thereafter be performed by Landlord in substantial accordance with the Connector Window Film Work Specification and shall be substantially completed by Landlord on or before August 1, 2017, subject in all events to Force Majeure Events and Tenant Delay.

4. Installation of new lighting in the "north to south" garage drive lanes on the main street level of each garage entrance of each Building (collectively, the "**Garage Lighting Work**") which shall be more specifically described in plans and specifications to be prepared by or at the direction of Landlord for such Garage Lighting Work (the "**Garage Lighting Work Specification**"). Tenant shall be provided a reasonable opportunity to review and comment on such Garage Lighting Work Specification (provided, however, that Landlord shall have and retain final approval rights with respect to such Garage Lighting Work Specification and the various components thereof). Such Garage Lighting Work shall thereafter be performed by Landlord in substantial accordance with the Garage Lighting Work Specification and shall be substantially completed by Landlord on or before August 1, 2017, subject in all events to Force Majeure Events and Tenant Delay.

5. Install in each of the 8410 Building, the 8420 Building, and the 8430 Building one (1) elevator providing elevator access from the first (1st) floor lobby area to the second (2nd) floor pedestrian walkway area, including ADA-compliant doors, at such location(s) as Landlord shall determine (the "**Lobby Elevator Work**") which shall be more specifically described in plans and specifications to be prepared by or at the direction of Landlord for such Lobby Elevator Work (the "**Lobby Elevator Work Specification**"). Tenant shall be provided a reasonable opportunity to review and comment on such Lobby Elevator Work Specification (provided, however, that Landlord shall have and retain final approval rights with respect to such Lobby Elevator Work Specification and the various components thereof). Such Lobby Elevator Work shall thereafter be performed by Landlord in substantial accordance with the Lobby Elevator Work Specification and shall be substantially completed by Landlord on or before August 1, 2017, subject in all events to Force Majeure Events and Tenant Delay.

B. Subject to the terms, provisions, and limitations hereinabove set forth, the Landlord Non-Premises Work shall be constructed by or at the direction of Landlord, at Landlord's sole cost and expense, in a good and workmanlike manner, and in material compliance with all applicable Laws. As soon as reasonably practicable following the full execution and delivery of this Lease by each of Landlord and Tenant, Landlord shall prepare (or cause to be prepared), and shall submit to Tenant (either together or separately), the proposed 8420 Building Improvement Work Specification, Exterior Landscaping Work

Specification, Connector Window Film Work Specification, Garage Lighting Work Specification, and Lobby Elevator Work Specification, together with the proposed construction schedule(s) therefor, for Tenant's review and comment (provided, however, that Landlord shall have and retain final approval rights with respect to such 8420 Building Improvement Work Specification, Exterior Landscaping Work Specification, Connector Window Film Work Specification, Garage Lighting Work Specification, and Lobby Elevator Work Specification, the various components thereof, and the construction schedule(s) applicable thereto). Within ten (10) business days after such items have been submitted to Tenant (either together or separately), Tenant shall provide its comments to such items as have been so submitted in writing. Landlord may (but shall not be required to) thereafter revise such items taking into account, to the extent practicable and acceptable to Landlord, Tenant's comments, and, if applicable, shall resubmit the revised items to Tenant for review and comment. Within five (5) business days after any such revised items have been so submitted to Tenant, Tenant shall provide any remaining comments to the revised items in writing. Notwithstanding anything herein to the contrary, so long as Landlord reviews and responds to any such Tenant comments as aforesaid, in no event shall Landlord's failure to accept or incorporate any such Tenant comments hereunder be deemed a default or breach by Landlord of any of its obligations hereunder with respect to the Landlord Non-Premises Work or any component(s) thereof.

C. Upon finalization of the 8420 Building Improvement Work Specification, the Exterior Landscaping Work Specification, the Connector Window Film Work Specification, the Garage Lighting Work Specification, and the Lobby Elevator Work Specification, together with the construction schedule(s) therefor, as the case may be, Landlord shall cause the Landlord Non-Premises Work (or the various components thereof, either together or separately) to be bid among such licensed and insured general contractors as are reasonably acceptable to Landlord. Landlord shall select the contractor(s) to be awarded the contract(s) for construction of the Landlord Non-Premises Work (or the various components thereof, either together or separately) hereunder promptly following receipt of the bids submitted to Landlord in connection therewith. Following completion of the 8420 Building Improvement Work, the Exterior Landscaping Work, the Connector Window Film Work, the Garage Lighting Work, and the Lobby Elevator Work, as the case may be, Landlord and Tenant shall, at the request of either party hereof, enter into a mutually and reasonably acceptable written supplement to this Lease confirming the completion of such 8420 Building Improvement Work, the Exterior Landscaping Work, the Connector Window Film Work, the Garage Lighting Work, and the Lobby Elevator Work, as the case may be, as provided hereunder.

D. Notwithstanding anything in this Lease to the contrary, and without limitation of Landlord's obligations to complete the Landlord Premises Work and the Landlord Non-Premises Work as and to the extent provided under this Article 37, Landlord shall have and hereby reserves the right, throughout the Term and any Renewal Term, to modify the exterior plan(s) of the 8410 Building, the 8420 Building, and/or the 8430 Building, and/or any other portion or portions of the Complex, or the Common Areas thereof, in order to continue to improve and enhance the Complex, all as reasonably determined by Landlord from time to time.

### 38. FOOD SERVICE

A. Landlord and Tenant acknowledge and agree that (i) there is currently a delicatessen operator, Michael's On Main Cafe, Inc. (the "**Existing Operator**"), located in Suite 175 on the first (1st) floor of the 8430 Building (the "**Deli Space**") under a lease agreement scheduled to expire by its terms on September 30, 2016 (the "**Existing Deli Lease**"), and (ii) Tenant acknowledges that the food service operations currently being provided by such Existing Operator are satisfactory as of the Date of this Lease.

(1) Subject in all events to Force Majeure Events and Tenant Delay, Landlord shall use commercially reasonable efforts to continue to lease the Deli Space (or reasonably comparable alternate space in the Complex) for on-site food service operations at all times hereafter during the Term, either to the Existing Operator or to any other deli operator selected by Landlord and approved by Tenant, which approval shall not be unreasonably withheld, conditioned, or delayed (a "**Replacement Deli Operator**"), under any subsequent deli lease entered into by Landlord with such Replacement Deli Operator during the Term hereof for the Deli Space (a "**Replacement Deli Lease**").

(2) Any such Replacement Deli Lease (or renewal of the Existing Deli Lease, as the case may be) shall provide generally for the following: (A) minimum hours of operation of not less than 8:00 a.m. to 2:00 p.m. Monday through Friday, excluding Holidays; (B) the provision for charge (i.e. at such charges for food items and services as may be established by such Replacement Deli Operator from time to time) of general food service (including cold deli, salad bar, and routine on-site food preparation operations) to tenants and occupants of the Complex; (C) food service operations of a quality consistent with the quality standards generally maintained for comparable on-site cafeteria operations (i.e. including cold deli, salad bar, and routine on-site food preparation operations) offered at Comparable Buildings (the "**Quality Standard**"); and (D) that Landlord shall use commercially reasonable efforts to enforce the foregoing requirements under any Replacement Deli Lease.

(3) In the event that, during the Term hereof, the Existing Deli Lease expires or otherwise terminates, or in the event that the Existing Operator defaults thereunder, which default results in a termination of the Existing Deli Lease or Existing Operator's right to possession thereunder, or in the event that Existing Operator ceases providing food service operations in the Deli Space (or reasonably comparable alternate space in the Complex) for any other reason other than a temporary cessation due to Force Majeure Events, remodeling, retrofitting, or similar event (each, a "**Existing Operator Closing**"), Landlord shall use commercially reasonable efforts to enter into a Replacement Deli Lease with a Replacement Deli Operator as soon as reasonably practicable hereunder, subject in all events to Force Majeure Events and Tenant Delay. In such event, any such Replacement Deli Operator shall be and remain subject to the prior approval of Tenant, which approval shall not be unreasonably withheld, conditioned, or delayed.

(4) In the event that, during the Term hereof, the Replacement Deli Lease expires or otherwise terminates, or in the event that any Replacement Deli Operator defaults thereunder, which default results in a termination of the Replacement Deli Lease or Replacement Deli Operator's right to possession thereunder, or in the event that Replacement Deli Operator ceases providing food service operations in the Deli Space (or reasonably comparable alternate space in the Complex) for any other reason other than a temporary cessation due to Force Majeure Events, remodeling, retrofitting, or similar event (each, a "**New Deli Closing**"), Landlord shall use commercially reasonable efforts to enter into a new Replacement Deli Lease with a new Replacement Deli Operator as soon as reasonably practicable hereunder, subject in all events to Force Majeure Events and Tenant Delay. In such event, any such Replacement Deli Operator shall be and remain subject to the prior approval of Tenant, which approval shall not be unreasonably withheld, conditioned, or delayed.

(5) In the event that, during the Term hereof, Tenant believes, in its commercially reasonable discretion, that the Existing Operator or any Replacement Deli Operator, as the case may be, has not satisfied the Quality Standard for thirty (30) consecutive days or more, Tenant shall have the right to serve written notice upon Landlord of such occurrence (each, a "**Quality Standard Notice**"). Landlord shall thereafter use commercially reasonable efforts to cause the Existing Operator or the Replacement Deli Operator, as the case may be, to satisfy the Quality Standard as soon thereafter as reasonably practicable, subject in all events to Force Majeure Events and Tenant Delay.

B. With respect to that portion of the 8420 Building designated as Suite 100 and comprising approximately 8,364 rentable square feet, Landlord will endeavor to locate a third party tenant acceptable to Landlord to operate a restaurant or food service facility within this space, upon and subject to such terms and conditions as Landlord shall deem appropriate in its sole discretion (provided, however, notwithstanding anything herein to the contrary, in no event shall Landlord's failure to locate (or to hereafter cease seeking) an acceptable restaurant or food service tenant or operator for such space be deemed a default or breach by Landlord of any of its obligations hereunder with respect thereto, and Landlord shall have and retain the right to instead select an office tenant or other user for such space at any time and from time to time).

#### 39. RISER SPACE

Tenant shall be entitled to use, in common with others entitled thereto, the existing riser space located in the 8410 Building, as well as up to Tenant's Proportionate Share of the existing riser space located in the 8420 Building (and up to Tenant's Proportionate Share of the existing riser space located in the 8430 Building to the extent that Tenant hereafter leases space therein) (adjusted proportionately, however, based upon the level of Tenant's occupancy within the 8420 Building or the 8430 Building, as the case may be), subject, however, to the terms and conditions of this Lease and the reasonable rules and regulations for the use thereof as may be prescribed from time to time by Landlord but applied consistently for all tenants of the Complex.

#### 40. AMERICANS WITH DISABILITIES ACT

Landlord and Tenant acknowledge that the Americans With Disabilities Act of 1990 (42 U.S.C. §12101 et seq.) and regulations and guidelines promulgated thereunder, as all of the same may be amended and supplemented from time to time (collectively referred to herein as the "ADA"), establish requirements for business operations, accessibility, and barrier removal, and that such requirements may or may not apply to the Premises and the Complex depending on, among other things: (1) whether Tenant's business is deemed a "public accommodation" or "commercial facility", (2) whether such requirements are "readily achievable", and (3) whether a given alteration affects a primary function area or triggers "path of travel" requirements. The parties hereby agree that: (a) Landlord shall be responsible for ADA Title III compliance in the Common Areas, including the parking garage and any common use conference center and Fitness Center, to the extent required by applicable Law and except as provided below, and Landlord shall perform all work required by applicable Law for such compliance, and (b) Tenant shall be responsible for ADA Title III compliance in the Premises, including the TI and any Alterations, other leasehold improvements, or other work to be performed in the Premises (excluding the Backbone Work, the Restroom Work, and the Lobby Elevator Work) under or in connection with this Lease.

#### 41. DIRECTORY

At all times during the Term, Landlord will list Tenant's name and, if requested by Tenant, the names of Tenant's departments and firm partners, officers, or employees, on the existing building directory located in the lobby of the 8410 Building and the 8420 Building, at no initial cost to Tenant. Tenant will be entitled to that number of line entries as may be requested by Tenant (not exceeding, in the aggregate, Tenant's "pro-rata share" (i.e., determined based on the number of rentable square feet of the Premises divided by the number of rentable square feet of the 8410 Building and the 8420 Building, as the case may be) of total available line entry space with respect to any such directory). Landlord shall thereafter make such subsequent additions and deletions as Tenant requests in and to the initial listings made as of the Commencement Date (subject to the restrictions on the number of lines stated above);

provided, Tenant shall reimburse Landlord for the actual and reasonable costs incurred by Landlord from time to time in making any such additions or deletions as requested by Tenant hereunder.

#### **42. PUBLICITY**

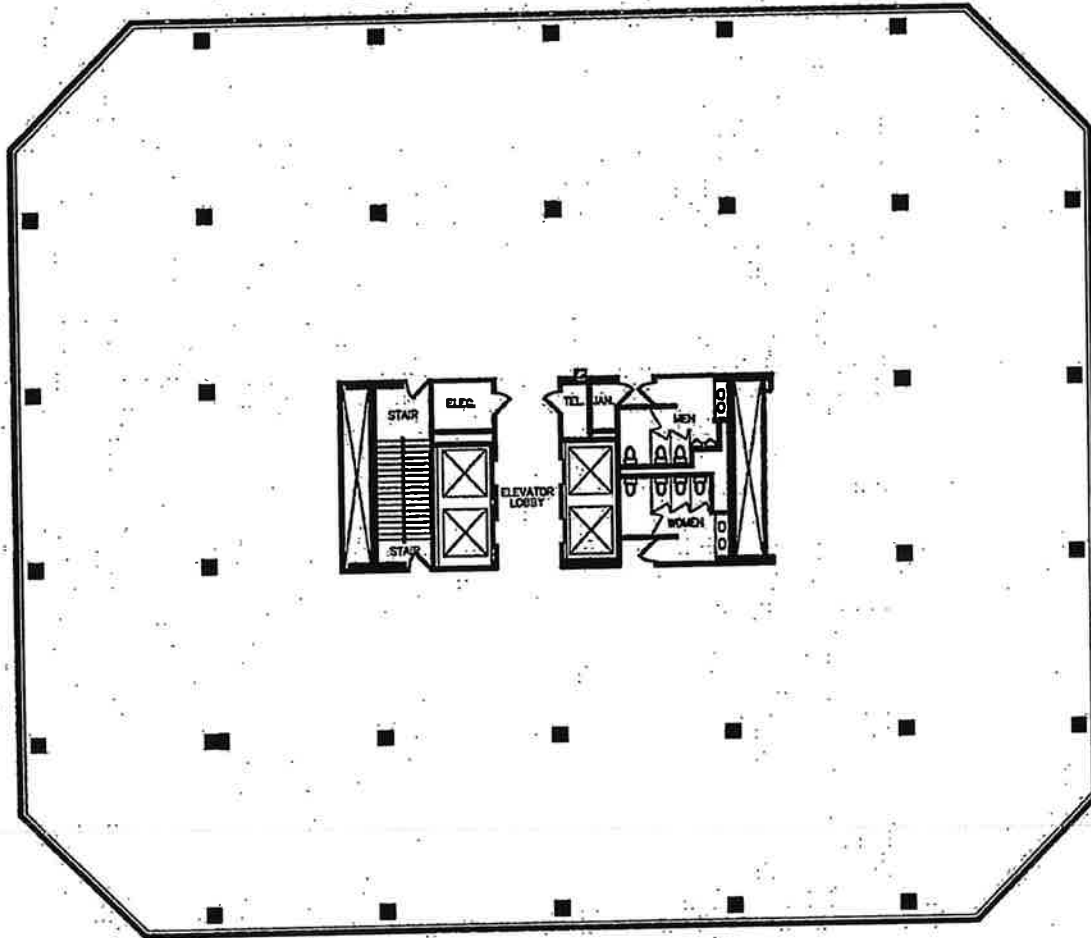
All press releases issued or other public communications made at any time hereafter concerning Landlord's and Tenant's execution of this Lease, the duration of the Term, the size of the Premises, the location of the Premises, and the individuals involved in the negotiation and execution of this Lease shall be subject to the prior written approval of Landlord and Tenant, which approval shall not be unreasonably withheld, conditioned, or delayed by either party hereto (provided, however, that either party shall be permitted to make such disclosures as may be required by applicable Laws, including applicable securities and regulatory requirements, as well as a general disclosure of the parties' names, the lease term, the rentable area of the Premises, and the Brokers involved herewith).

#### **43. SUPPLEMENTAL GENERATOR**

[SIGNATURE PAGE TO FOLLOW]

**EXHIBIT A-1**

**PLAN OF EXISTING PREMISES**

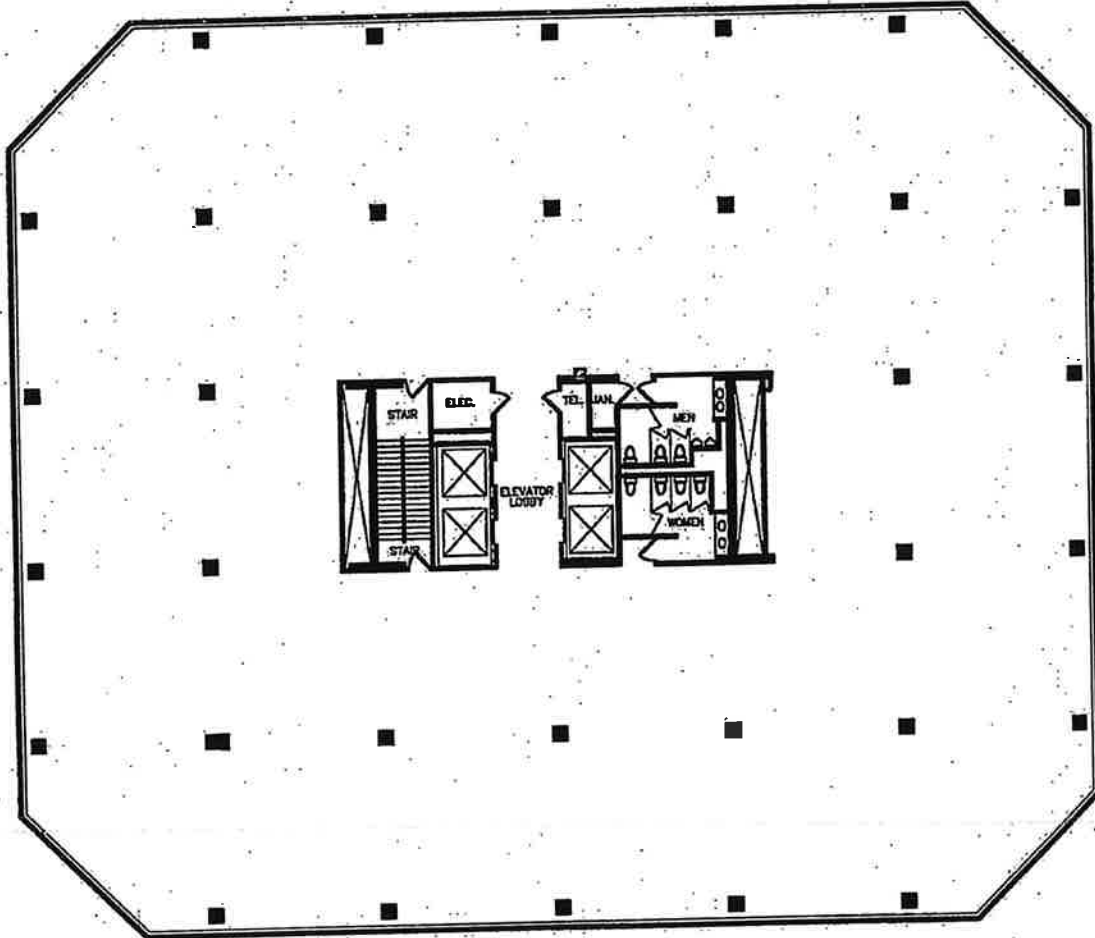


**8410 W. Bryn Mawr  
(Floors 1-11)**

|                        |                    |
|------------------------|--------------------|
| 1 <sup>st</sup> Floor  | 14,022 RSF         |
| 2 <sup>nd</sup> Floor  | 19,897 RSF         |
| 3 <sup>rd</sup> Floor  | 19,897 RSF         |
| 4 <sup>th</sup> Floor  | 19,897 RSF         |
| 5 <sup>th</sup> Floor  | 19,897 RSF         |
| 6 <sup>th</sup> Floor  | 19,832 RSF         |
| 7 <sup>th</sup> Floor  | 19,832 RSF         |
| 8 <sup>th</sup> Floor  | 19,832 RSF         |
| 9 <sup>th</sup> Floor  | 19,774 RSF         |
| 10 <sup>th</sup> Floor | 19,774 RSF         |
| 11 <sup>th</sup> Floor | 19,774 RSF         |
| <b>Total</b>           | <b>212,428 RSF</b> |

**EXHIBIT A-2**

**PLAN OF EXPANSION PREMISES**



8420 W. Bryn Mawr  
(Floors 4-9)

|                       |                    |
|-----------------------|--------------------|
| 4 <sup>th</sup> Floor | 19,948 RSF         |
| 5 <sup>th</sup> Floor | 19,948 RSF         |
| 6 <sup>th</sup> Floor | 19,883 RSF         |
| 7 <sup>th</sup> Floor | 19,883 RSF         |
| 8 <sup>th</sup> Floor | 19,883 RSF         |
| 9 <sup>th</sup> Floor | 19,824 RSF         |
| <b>Total</b>          | <b>119,369 RSF</b> |

IN WITNESS WHEREOF, this Lease has been executed as of the Date of this Lease as set forth in Subsection 1.01.D hereof.

**LANDLORD:**

FCA FUND CHICAGO II, LLC, a  
Delaware limited liability company

By: FCA-III, LLC, a Delaware limited  
liability company, its sole member

By: FCA Partners, LLC, a North Carolina  
limited liability company, its manager

By: Edward M. Cherry  
Name: Edward M. Cherry  
Title: Manager

**TENANT:**

USCC SERVICES, LLC, a Delaware  
limited liability company

By: Steven T. Campbell  
Name: Steven T. Campbell  
Title: Vice President and Treasurer

## **EXHIBIT B**

### **WORK LETTER**

This Work Letter to the foregoing Lease (referred to herein for convenience as the "**Lease**") between FCA Fund Chicago II, LLC, a Delaware limited liability company ("**Landlord**"), and USCC SERVICES, LLC, a Delaware limited liability company ("**Tenant**"), relating to the Premises more specifically described therein. All capitalized terms which are not defined herein shall have the same meanings as set forth in the Lease.

#### **I. TI; HVAC Diffuser Work.**

a. Under the Lease to which this Work Letter is attached, Tenant has agreed to accept the Premises "as is", without any obligation for the performance of improvements or other work by Landlord, and Tenant desires to perform certain improvements thereto, including, without limitation, permanent leasehold improvement work, painting, carpeting, retrofitting, replacement of work stations, erection of additional walls or partitions in the Premises, voice and data cabling and wiring, furniture, fixtures, and equipment to be installed and utilized within the Premises, and such other alterations, additions, or improvements as Tenant desires to be constructed in the Premises, including, at Tenant's option, interconnecting staircases between some or all floors of the Premises (collectively, the "**TI**"). The TI shall include the installation of individual HVAC zones utilizing slot diffusers along the perimeters of each Expansion Premises floor in the 8420 Building and may also include any demolition, preparation, or other work required in connection therewith, including, without limitation, structural or mechanical work, additional HVAC equipment or sprinkler heads, or modifications to any building mechanical, electrical, plumbing, or other systems and equipment, or relocation of any existing sprinkler heads, either within or outside the Premises, required as a result of the layout, design, or construction of the TI, or in order to extend any mechanical distribution, fire protection, or other systems from existing points of distribution or connection, or in order to obtain building permits for the work to be performed within the Premises. Such TI shall be planned and performed strictly in accordance with the provisions of this Work Letter and at Tenant's sole cost and expense (subject to application of the TI Allowance as hereinafter provided). Tenant shall take all actions necessary to cause Tenant's Planners (as hereinafter defined) to prepare the Approved Plans (as hereinafter defined), and to cause Tenant's Contractors (as hereinafter defined) to obtain permits and other approvals, diligently prosecute the TI to completion, and obtain any inspections and occupancy certificates for Tenant's occupancy of the Premises. Any delays in the foregoing shall not serve to abate or extend the time for the commencement of Rent under the Lease. Tenant shall notify Landlord upon completion of the TI (and record any notice of completion contemplated by Law).

b. In addition to the TI, Tenant shall be required to install individual HVAC zones utilizing slot diffusers along the perimeters of each floor throughout the Premises (collectively, the "**HVAC Diffuser Work**"). Such HVAC Diffuser Work shall be planned and performed strictly in accordance with the provisions of this Work Letter and at Tenant's sole cost and expense (subject to application of the HVAC Diffuser Allowance as hereinafter provided). Tenant shall take all actions necessary to cause Tenant's Planners to prepare the Approved Plans, and to cause Tenant's Contractors to obtain permits and other approvals, diligently prosecute the HVAC Diffuser Work to completion. Any delays in the foregoing shall not serve to abate or extend the time for the commencement of Rent under the Lease. Tenant shall notify Landlord upon completion of the HVAC Diffuser Work (and record any notice of completion contemplated by Law).

c. Solely with respect to the HVAC Diffuser Work: (i) if, and to the extent that, Tenant fails to so perform or complete the HVAC Diffuser Work within the Existing Premises in accordance with the terms and provisions of this Work Letter and the applicable provisions of the Lease, Landlord's obligation to disburse the HVAC Diffuser Allowance, or any remaining portion thereof, as hereinafter set

forth shall be excused and Tenant shall be deemed to have waived the HVAC Diffuser Allowance, or any remaining portion thereof; and (ii) if, and to the extent that, Tenant fails to so perform or complete the HVAC Diffuser Work within any portion or portions of the Premises in accordance with the terms and provisions of this Work Letter and the applicable provisions of the Lease, Landlord's failure to meet the HVAC Specifications in those portions of the Premises within which the HVAC Diffuser Work has not been so completed shall not be deemed a breach or default by Landlord under the Lease to the extent that such failure is caused by or results from Tenant's failure to so complete the HVAC Diffuser Work therein as provided hereunder.

**II. Planning.** The term "Plans" herein shall refer to the Space Plan and Construction Drawings collectively (as such terms are further defined in Section IX). The term "Approved Plans" shall refer to the Plans as approved by Landlord in writing in accordance with this Section II. It is acknowledged, understood, and agreed, however, that the TI is anticipated to occur in stages and that the following provisions shall be deemed to apply separately to each such stage of the TI, as appropriate.

a. Tenant's Space Planner, Architect and Engineer. Tenant shall engage an interior office space planner ("Space Planner"), and a licensed architect ("Architect", who may be the same as the Space Planner), each subject to Landlord's reasonable prior written approval. Tenant shall also engage such licensed engineering firms ("Engineers") as may be required or appropriate in connection with preparing the Plans (e.g. mechanical, electrical, plumbing, structural, HVAC or other), all of whom shall be reasonably approved by Landlord in writing. The term "Tenant's Planners" herein shall refer collectively or individually, as the context requires, to the Space Planner, Architect, or Engineers, as appropriate, engaged by Tenant, and approved or designated by Landlord in writing in accordance with this Work Letter. Tenant has sole responsibility to provide all information concerning its space requirements to Tenant's Planners, to cause Tenant's Planners to prepare the Plans, and to obtain Landlord's final approval thereof (including all revisions thereto). Tenant and Tenant's Planners may review such existing drawings as Landlord may have in its possession relating to the Premises or the Building, but shall not rely thereon (and shall perform independent verifications of all field conditions, dimensions, and other such matters), and Landlord shall have no liability for any errors, omissions, or other deficiencies therein.

b. Space Plan.

i. Tenant shall promptly hereafter cause the Space Planner to submit three (3) sets of a Space Plan (as defined in Section IX) to Landlord for approval.

ii. Landlord shall, within ten (10) business days after receipt thereof, either approve said Space Plan, or disapprove the same advising Tenant of the reasons for such disapproval. In the event Landlord disapproves said Space Plan, Tenant shall modify the same, taking into account the reasons given by Landlord for said disapproval, and shall submit three (3) sets of the revised Space Plan to Landlord within seven (7) business days after receipt of Landlord's initial disapproval. In the event Landlord that fails to respond within three (3) business days following Landlord's receipt of a second written request therefor, such failure shall be deemed to mean that Landlord has approved such Space Plan.

iii. The parties shall continue such process in the same time frames until Landlord grants approval.

c. Construction Drawings and Engineering Report.

i. Promptly following approval of the Space Plan, Tenant shall cause the Architect to submit to Landlord for approval Construction Drawings (as defined in Section IX), and cause the

Engineers to submit for Landlord's approval a report (the "**Engineering Report**") from Tenant's mechanical, structural, and electrical Engineers indicating any special heating, cooling, ventilation, electrical, heavy load, or other special or unusual requirements of Tenant, including calculations; provided, however, that the aforementioned Engineering Report will only be required to the extent that such engineering matters are not adequately addressed as part of the Construction Drawings, all as reasonably determined by Landlord and Landlord's engineer or engineering consultant. Tenant shall cause the appropriate Construction Drawings and Engineering Report for the HVAC Diffuser Work to be separately prepared and submitted to Landlord for its review and approval on the terms provided herein.

ii. Landlord shall, within ten (10) business days after receipt thereof, either approve the Construction Drawings and Engineering Report, or disapprove the same advising Tenant of the reasons for disapproval. If Landlord disapproves of the Construction Drawings or Engineering Report, Tenant shall modify and submit revised Construction Drawings, and a revised Engineering Report, taking into account the reasons given by Landlord for disapproval, within seven (7) business days after receipt of Landlord's initial disapproval. In the event that Landlord fails to respond within three (3) business days following Landlord's receipt of a second written request therefor, such failure shall be deemed to mean that Landlord has approved such Construction Drawings and/or Engineering Report, as the case may be.

iii. The parties shall continue such process in the same time frames until Landlord grants approval.

d. Landlord's Approval. Landlord shall not unreasonably withhold, condition, or delay approval of any Space Plan, Construction Drawings, or Engineering Report submitted hereunder if they provide for a customary office layout, with finishes and materials generally conforming to Building-standard finishes and materials currently being used by Landlord at the Building and the Complex, are compatible with the Building's shell and core construction, and if no modifications will be required for the Complex electrical, heating, air-conditioning, ventilation, plumbing, fire protection, life safety, or other systems or equipment, and will not require any structural modifications to the Building, whether required by heavy loads or otherwise, and will not create any potentially dangerous conditions, potentially violate any codes or other governmental requirements, potentially interfere with any other occupant's use of its premises in the 8420 Building, or potentially increase the cost of operating the Complex. Construction Drawings approved by Landlord in writing (including approved revisions) are referred to herein as the "**Approved Plans**".

e. Governmental Approval of Plans; Project Permits. Tenant shall cause Tenant's Contractors to apply for any building permits, inspections, and occupancy certificates required for or in connection with the TI and the HVAC Diffuser Work. If the Approved Plans must be revised in order to obtain such building permits, inspections, and/or occupancy certificates, Tenant shall promptly notify Landlord, promptly arrange for the Plans to be revised to satisfy such requirements, and shall submit the revised Plans to Landlord for approval as a Change Order under Subsection II.f. Landlord shall have no obligation to apply for any zoning, parking, or sign code amendments, approvals, permits, or variances, or any other governmental approval, permit, or action with respect to the Approved Plans. If any such other matters are required, Tenant shall promptly seek to satisfy such requirements (if Landlord first approves in writing), or shall revise the Plans to eliminate such requirements and submit such revised Plans to Landlord for approval in the manner described above. Delays in substantially completing the TI or the HVAC Diffuser Work as a result of requirements for building permits or other governmental approvals, permits, or actions shall not affect the Commencement Date and commencement of Rent.

f. Changes After Plans Are Approved. If Tenant shall desire, or any governmental body shall require, any changes, alterations, or additions to the Approved Plans, Tenant shall submit a detailed written request or revised Plans (the "**Change Order**") to Landlord for approval. If reasonable and practicable and generally consistent with the Plans theretofore approved, Landlord shall not unreasonably

withhold, condition, or delay approval. All costs in connection therewith, including, without limitation, construction costs, permit fees, and any additional plans, drawings, and engineering reports or other studies or tests, or revisions of such existing items, shall be included in the Cost of the TI or the Cost of the HVAC Diffuser Work, as the case may be, under Section IV. No delays resulting from any Change Orders or requests therefor shall delay the Commencement Date or commencement of Rent. In the event that the Premises are not constructed in substantial accordance with the Approved Plans, Tenant shall not be permitted to occupy the Premises until the Premises reasonably comply in all respects therewith; in such case, the Rent shall nevertheless commence to accrue and be payable as otherwise provided in the Lease.

### **III. Contractors, Bids, and Contracts.**

a. Contractors. Tenant shall engage to perform the TI and the HVAC Diffuser Work such contractors, subcontractors, and suppliers ("**Tenant's Contractors**") as are first approved by Landlord, which approval shall not be unreasonably withheld, conditioned, or delayed so long as such Contractors are licensed, bonded, reputable, and qualified parties capable of performing quality workmanship who have good labor relations and will be able to work in harmony with each other and with Landlord and other occupants of the Complex, and their respective contractors, so as to ensure proper maintenance of good labor relationships, and in compliance with all applicable labor agreements existing between trade unions and the relevant chapter of the Association of General Contractors of America. The Approved Contractors specifically named on Exhibit J attached to the Lease shall be deemed approved for purposes of this Work Letter (but shall be and remain subject to the foregoing requirements). Any substitutions may be made only with Landlord's prior written approval, which approval shall not be unreasonably withheld, conditioned, or delayed, so long as the foregoing requirements are met. Such approval shall either be granted, or granted subject to specified conditions, or denied, as the case may be, within five (5) business days after Landlord receives from Tenant a written request for such substitution, containing a reasonable description of the proposed party's background, finances, references, qualifications, and other such information as Landlord may reasonably request. Landlord may require that Tenant select Tenant's Contractors from a list of such parties for TI involving life safety systems, fire panel work, and Building automation changes or modifications so long as such contractors' "pricing" is reasonably competitive with then-prevailing market prices. All of Tenant's Contractors performing the TI or the HVAC Diffuser Work, or any portion or portions thereof, or any other work in the Premises, the Building, or the Complex, at any time and from time to time, will be required to adhere to the "Responsible Contractor Policy", a copy of which is attached as Exhibit N to the Lease.

b. Contracts and Guaranties. Tenant shall promptly submit to Landlord, prior to entering any contracts for the TI or the HVAC Diffuser Work, an itemized statement of the estimated Cost of the TI or the Cost of the HVAC Diffuser Work, as the case may be. All contracts shall contain commercially reasonable insurance, indemnity, and other provisions consistent herewith. All contracts involving progress payments shall include appropriate retention provisions and payment application requirements consistent with this Work Letter. Each Tenant Contractor shall guarantee that the portion of the TI or the HVAC Diffuser Work, as the case may be, for which it is responsible shall be free from any defects or deficiencies in workmanship and materials for a period of not less than one (1) year from the date of completion thereof. Every such party shall be responsible for the replacement or repair, without additional charge, of all such defects or deficiencies in accordance with its contract within one (1) year after completion of such work or the correction thereof. The correction of such work shall include, without additional charge, all additional expenses and damages in connection with such removal or replacement of all or any part of the TI or the HVAC Diffuser Work, as the case may be, and/or the Complex and/or Common Areas, or work which may be damaged or disturbed thereby. All such warranties or guarantees as to materials or workmanship of or with respect to the TI or the HVAC Diffuser Work, as the case may be, shall be contained in the contract or subcontract which shall be written

such that said warranties or guarantees shall inure to the benefit of both Landlord and Tenant, as their respective interests may appear, and can be directly enforced by either. Tenant covenants to give Landlord any assignment or other assurances necessary to effect such right of direct enforcement. Copies of all contracts and subcontracts shall be furnished to Landlord promptly after the same are executed.

**IV. Cost of the TI and TI Allowance; Costs of the HVAC Diffuser Work and HVAC Diffuser Allowance.**

**a. Cost of the TI; Cost of the HVAC Diffuser Work.**

i. Except for the TI Allowance to be provided by Landlord hereunder, Tenant shall pay all costs (the "**Costs of the TI**") associated with the TI whatsoever, including without limitation, all actual, documented, out-of-pocket costs paid by Tenant for or related to: (1) the so-called "hard costs" of the TI, including, without limitation, costs of labor, hardware, equipment and materials, and demolition and relocations to accommodate the TI; (2) the so-called "soft costs" of all professional service fees, the Plans and Engineering Report, including, without limitation, all revisions thereto, and engineering reports, or other studies, reports or tests, air balancing or related work in connection therewith and permits and licenses, with respect to the TI and contractors' charges for overhead and fees, and so-called "general conditions" (including rubbish removal, utilities, freight elevators, hoisting, field supervision, building permits, inspection fees, utility connections, and the like); (3) Landlord's costs and fee as described below; (4) telephone systems and voice and data cabling and wiring to be installed and utilized in the Premises; and (5) moving and relocation costs.

ii. Except for the HVAC Diffuser Allowance to be provided by Landlord hereunder, Tenant shall pay all costs (the "**Costs of the HVAC Diffuser Work**") associated with the HVAC Diffuser Work whatsoever, including without limitation, all actual, documented, out-of-pocket costs paid by Tenant for or related to: (1) the so-called "hard costs" of the HVAC Diffuser Work, including, without limitation, costs of labor, hardware, equipment and materials, and demolition and relocations to accommodate the HVAC Diffuser Work; (2) the so-called "soft costs" of the Plans and Engineering Report, including, without limitation, all revisions thereto, and engineering reports, or other studies, reports or tests, air balancing or related work in connection therewith and permits and licenses, with respect to the HVAC Diffuser Work and contractors' charges for overhead and fees, and so-called "general conditions" (including rubbish removal, utilities, freight elevators, hoisting, field supervision, building permits, inspection fees, utility connections, and the like); and (3) Landlord's costs and fee as described below.

**b. TI Allowance; HVAC Diffuser Allowance.**

i. Commencing on the Date of this Lease, Landlord shall make available to Tenant a construction allowance (the "**TI Allowance**") in an amount not to exceed Seventeen Million One Hundred Eighty-Six Thousand Six Hundred Ninety-Five and No/100 Dollars (\$17,186,695.00) in the aggregate (calculated by adding (A) the product obtained by multiplying \$50.00 by 212,428, being the rentable area of the Existing Premises, plus (B) the product obtained by multiplying \$55.00 by 119,369, being the rentable area of the Expansion Premises). The TI Allowance shall be applied solely towards Costs of the TI and for no other purpose; provided, however, that (1) Tenant may apply a portion of the TI Allowance not utilized in connection with the TI as aforesaid, not to exceed the amount of Three Hundred Thousand and No/100 Dollars (\$300,000.00) in the aggregate, towards the actual, documented, out-of-pocket costs previously paid by Tenant for restroom and access door upgrades previously performed by Tenant within the Existing Premises, and (2) Tenant may apply an additional portion of the TI Allowance not utilized in connection with the TI as aforesaid, not to exceed the amount of Three Million Four Hundred Thirty-Seven Thousand Three Hundred Thirty-Nine and No/100 Dollars (\$3,437,339.00) (the

"FF&E Allocation"), the actual, documented, out-of-pocket costs paid by Tenant for furniture, fixtures, and equipment to be installed and utilized by Tenant in the Premises.

ii. Commencing on the Date of this Lease, and in addition to the TI Allowance, Landlord shall make available to Tenant an allowance (the "HVAC Diffuser Allowance") in an amount not to exceed One Million Sixty-two Thousand One Hundred Forty and No/100 Dollars (\$1,062,140.00) in the aggregate (calculated by multiplying \$5.00 by 212,428, being the rentable area of the Existing Premises). The HVAC Diffuser Allowance shall be applied solely towards Costs of the HVAC Diffuser Work with respect to that portion of the HVAC Diffuser Work performed within the Existing Premises and for no other purpose

c. Tenant's Cost. Any portion of the Cost of the TI exceeding the TI Allowance, or the Cost of the HVAC Diffuser Work exceeding the HVAC Diffuser Allowance, as the case may be, is referred to herein as "Tenant's Cost". Tenant's Cost shall be paid by Tenant from time to time as and when due, and shall, if not so paid by Tenant, be deemed a default under the Lease, and Tenant's obligations under the Lease to keep the Premises and Project free of liens shall apply to any and all liens arising from any failure to pay Tenant's Cost hereunder.

d. Funding and Disbursement.

i. Landlord shall (y) fund the TI Allowance from time to time from and after the Date of this Lease in monthly progress payment installments, based on the submission of the Draw Documents (as hereinafter defined), subject to withholding ten percent (10%) of each draw as retention (at Landlord's option, but only if Tenant's contract with its general contractor does not provide for comparable retention), on a proportional basis, and (z) fund the HVAC Diffuser Allowance in not more than two (2) installments, based on the submission of the Draw Documents, subject to withholding ten percent (10%) of the initial draw as retention (at Landlord's option, but only if Tenant's contract with its Contractor for the HVAC Diffuser Work does not provide for comparable retention), on a proportional basis, provided, however, in each case, that:

A. Tenant may not make more than one (1) draw in any calendar month;

B. The minimum amount which may be drawn at any one time (except in case of the final draw) is Fifty Thousand Dollars (\$50,000.00);

C. Except for the final draw, the maximum amount of any draw for the Cost of the TI with respect to the TI or the HVAC Diffuser Work, as the case may be, shall not exceed an amount which bears the same ratio to the total TI Allowance or HVAC Diffuser Allowance, as the case may be, as the Cost of the TI with respect to the TI or the HVAC Diffuser Work, as the case may be, paid by Tenant and covered by the Draw Documents submitted by Tenant in connection with the draw request bears to the total Cost of the TI with respect to the TI or the HVAC Diffuser Work, as the case may be); and

D. With each draw request, Tenant shall submit to Landlord the following documents:

(1) A true and correct copy of the application for payment by Tenant's Contractors for the TI or HVAC Diffuser Work, as the case may be, completed to date, including contractor's affidavits and sworn statements evidencing the cost of the TI or HVAC Diffuser Work, as the case may be, performed to date;

(2) Partial or final lien waivers with respect to the TI or HVAC Diffuser Work, as the case may be, performed to date;

(3) Tenant's certification to Landlord that the amounts set forth in all Contractors' sworn statements are owed to Tenant's Contractors for the TI or HVAC Diffuser Work, as the case may be, performed to date;

(4) The total cost of the TI or HVAC Diffuser Work, as the case may be, based on the Approved Plans, or any modifications thereof, as such cost may change from time to time;

(5) With the final draw request, Tenant shall submit to Landlord (i) a certificate from Tenant's Architect stating that the TI (or the HVAC Diffuser Work, as the case may be) has been completed substantially in accordance with the Approved Plans and in accordance with applicable zoning, building, environmental, and other Laws, (ii) final "as built" drawings for the TI or the HVAC Diffuser Work, as the case may be, (iii) a certificate of occupancy or other required governmental approval for the Premises, as and to the extent applicable and generally available from the City of Chicago, (iv) copies of warranties and operating manuals, if any, for materials and equipment installed as part of the TI or the HVAC Diffuser Work, as the case may be, and (v) air balancing reports for the heating, ventilation, and air conditioning system; and

(6) Such additional reasonable and customary documentation as may be required by Landlord.

ii. Subject to the foregoing, Landlord shall fund and disburse draws of the TI Allowance or the HVAC Allowance, as the case may be, within forty-five (45) days after Tenant has submitted all of the Draw Documents required hereunder. Landlord and Tenant shall meet no later than the twenty-fifth (25th) day of each month to agree upon a "pencil draw to facilitate the timely submission, approval, and payment of all draws on a monthly basis.

iii. Subject to the terms, provisions, and limitations hereinabove set forth, funds may be drawn against the TI Allowance and the HVAC Diffuser Allowance, as the case may be, at any time and from time to time prior to, but not after, December 31, 2019 (the "**Allowance Application Deadline**"), after which any unused portion or portions of the TI Allowance or the HVAC Diffuser Allowance, as the case may be, shall be deemed waived by Tenant and Landlord shall have no further liability therefor.

e. Landlord's Fee; Landlord's Supervision.

i. Landlord will charge Tenant, and Tenant will pay to Landlord, a supervisory fee equal to one percent (1%) of the aggregate "hard costs" of the TI and the HVAC Diffuser Work. Such fee may, at Landlord's option, either be deducted from the TI Allowance or the HVAC Diffuser Allowance, as the case may be, from time to time, or charged to Tenant directly from time to time, in which case such fee and sums shall be deemed additional Rent under, and for purposes of, the Lease.

ii. Landlord will provide reasonable ongoing supervisory services to Tenant in connection with the TI and the HVAC Diffuser Work, including, but not limited to, attending and participating in all construction project management meetings with Tenant's architect and general contractor during the Beneficial Occupancy Period and following finalization and approval of the Approved Plans as herein provided.

V. Performance of the TI and the HVAC Diffuser Work.

a. Conditions to Performing TI and HVAC Diffuser Work. Before commencing any TI or HVAC Diffuser Work, Tenant shall:

i. Obtain Landlord's written approval of Tenant's Planners and the Plans, as described in Section II.

ii. Obtain, provide copies, and post all necessary governmental approvals and permits as described in Subsection II.e.

iii. Deliver to Landlord an itemization of the Costs of the TI and Costs of the HVAC Diffuser Work, as the case may be, or the applicable portion(s) thereof, obtain Landlord's written approval of Tenant's Contractors, and deliver to Landlord copies of the proposed contracts as described in Section III and Section IV.

iv. Provide evidence of insurance to Landlord as described in Section VI.

b. Compliance and Standards. Tenant shall cause the TI and the HVAC Diffuser Work to comply in all respects with the following: (a) the Approved Plans; (b) the property and building code of the City of Chicago and the State of Illinois and all applicable Laws, including the ADA as described in Section XI below, as each may apply according to the rulings of the controlling public official, agent, or other such person; (c) applicable standards of the National Board of Fire Underwriters (or successor organization) and National Electrical Code; (d) applicable manufacturer's specifications; and (e) any reasonable work rules and regulations as Landlord or its agent may have reasonably adopted for the Complex, and the rules and regulations attached to this Lease. Tenant shall use only new, first-class materials in the TI and the HVAC Diffuser Work, except where expressly otherwise shown in the Approved Plans. The TI and the HVAC Diffuser Work shall be performed in a safe, first-class, and workmanlike manner, and shall be in good and usable condition at the date of completion. In case of inconsistency, the requirement with the highest standard protecting or favoring Landlord shall govern.

c. Labor Harmony. All contractors working in the Premises or the Complex, whether in connection with the TI, the HVAC Diffuser Work, any Alterations, or otherwise, must be union trades and must meet Landlord's reasonable contractor insurance requirements. Tenant shall conduct its labor relations and relations with employees so as to avoid strikes, picketing, and boycotts of, on, or about the Premises or the Complex. If any employees strike, or if picket lines or boycotts or other visible activities objectionable to Landlord are established, conducted, or carried out against Tenant, or Tenant's employees, agents, contractors, subcontractors, or suppliers, in or about the Premises or the Complex, Tenant shall immediately close the Premises and remove or cause to be removed all such employees, agents, contractors, subcontractors, and suppliers until the dispute has been settled.

d. Complex Operations, Dirt, Debris, and Noise. Tenant and Tenant's Contractors shall make all efforts and take all steps appropriate to assure that all construction activities do not interfere with the operation of the Complex or with other occupants of the Complex. The TI shall be coordinated under Landlord's direction with the work being done or to be performed, and other activities, for or by other occupants in the Complex so that the TI will not interfere with or delay the completion of any other construction work or other activity in the Complex. Construction equipment and materials are to be kept within the Premises, and delivery and loading of equipment and materials shall be done at such locations and at such time as Landlord shall reasonably direct so as not to burden the construction or operation of the Complex. Tenant's contractors shall comply with any work rules for the Complex and Landlord's requirements respecting the manner of handling materials, equipment, and debris. Demolition in the 8420 Building must be performed after 6:00 p.m. and on weekends, or as otherwise reasonably required by Landlord or the work rules for the Complex. Construction which creates unreasonable noise, odors, or other matters that may bother other occupants may be rescheduled by Landlord at Landlord's reasonable discretion. Delivery of materials, equipment, and removal of debris must be arranged to avoid any inconvenience or annoyance to other occupants. The TI and the HVAC Diffuser Work and all cleaning in the Premises must be controlled to prevent dirt, dust, or other matter from infiltrating into adjacent

occupant, common, or mechanical areas. Tenant and Tenant's Contractors shall take all precautionary steps to minimize dust, dirt, odors, noise, and construction traffic, and to protect their facilities and the facilities of others affected by the TI or the HVAC Diffuser Work and to properly police the same. If and as required by Landlord, the Premises shall be sealed off from other floors or areas of the 8420 Building so as to prevent the disbursement or infiltration of dust, dirt, odors, debris, and noise.

e. Removal of Debris. The Contractors shall be required to remove from the Premises and dispose of, at least once a week and more frequently as Landlord may reasonably direct, all debris and rubbish caused by or resulting from the TI and/or the HVAC Diffuser Work, and shall not place debris in the Complex's waste containers. Upon completion of the TI and the HVAC Diffuser Work, Tenant's Contractors shall remove all surplus materials, debris, and rubbish of whatever kind remaining within the Complex which has been brought in or created by the contractors and subcontractors in the performance of the TI or the HVAC Diffuser Work. If any Contractor shall neglect, refuse, or fail to remove any such debris, rubbish, surplus material, or temporary structures within forty-eight (48) hours after notice to Tenant from Landlord with respect thereto, Landlord may cause the same to be removed by contract or otherwise as Landlord may determine expedient, and charge the cost thereof to Tenant as additional Rent under the Lease.

f. Elevators, Utilities, and Services.

i. Tenant shall, for the duration of the entire construction, fixturing and move-in period with respect to the TI and the HVAC Diffuser Work being performed therein, be allowed to use during Normal Business Hours, at no charge to Tenant, all elevators in the 8410 Building for the purpose of hoisting materials, equipment, and personnel to the Existing Premises. Any use of such elevators in the 8410 Building during times other than Normal Business Hours shall be at Landlord's then-prevailing charges therefor. In addition, and so long as there is no interruption to other tenants of the 8420 Building, Tenant shall, for the duration of the entire construction, fixturing and move-in period with respect to the TI being performed therein, be allowed to use during Normal Business Hours, at no charge to Tenant, one (1) dedicated elevator in the 8420 Building for the purpose of hoisting materials, equipment, and personnel to the Expansion Premises. Any use of such elevators in the 8420 Building during times other than Normal Business Hours shall be at Landlord's then-prevailing charges therefor, except that Tenant shall be permitted to utilize two (2) dedicated elevators in the 8420 Building for such purposes during such times at no additional charge to Tenant.

ii. Landlord shall provide Tenant with dumpster locations, material staging areas within the Existing Premises and/or the Expansion Premises, and restroom facilities in the Expansion Premises during the Beneficial Occupancy Period in connection with the construction of the TI and the HVAC Diffuser Work. Electricity is currently available to the Premises for use by Tenant at Tenant's sole cost and expense.

g. Landlord Rights. Tenant shall permit access to the Premises, and inspection of the TI and the HVAC Diffuser Work, by Landlord and Landlord's architects, engineers, contractors, and other representatives, at all times during the period in which the TI and the HVAC Diffuser Work is being planned, constructed, and installed and promptly following completion of the TI and the HVAC Diffuser Work; provided, however, that Landlord and Landlord's architects, engineers, contractors, and other representatives shall use commercially reasonable efforts to work in harmony with Tenant's Contractors in order to minimize any disruption in the construction of the TI and the HVAC Diffuser Work hereunder. Landlord shall have the right, but not the obligation, to order Tenant or any of Tenant's Contractors who violate the requirements imposed on Tenant or Tenant's Contractors in performing TI or the HVAC Diffuser Work, as the case may be, to cease the TI or the HVAC Diffuser Work, as the case may be, and remove its equipment and employees from the Complex. Landlord shall have the right, but not the obligation, to perform, on behalf of and for the account of Tenant, subject to reimbursement by Tenant,

any work required to cure or complete any TI or HVAC Diffuser Work, as the case may be, which is in violation of this Work Letter, or which pertains to patching of the TI or the HVAC Diffuser Work, as the case may be, or other work in the Complex, or involves work outside of the Premises, or affects the base building core or structure or systems or equipment for the Complex. No such action by Landlord shall delay the commencement of the Lease or the obligation to pay Rent or any other obligations therein set forth.

h. General Requirements. Tenant shall impose on and enforce all applicable terms of this Work Letter against Tenant's Planners and Tenant's Contractors. Landlord may impose reasonable additional requirements from time to time in order to ensure that the TI and the HVAC Diffuser Work, and the construction thereof, does not disturb or interfere with any other occupants of the Complex, or their respective visitors, contractors, or agents, nor interfere with the efficient, safe, and secure operation of the Complex.

VI. Insurance. In addition to any insurance which may be required under the Lease, Tenant shall cause Tenant's Contractors to secure, pay for, and maintain, during the continuance of the TI and/or the HVAC Diffuser Work, insurance in the coverages and amounts, and otherwise in accordance with the terms and provisions, set forth on Exhibit B-1 attached hereto.

VII. Signage; HVAC Balancing; Utility Separation.

a. Tenant's signage rights shall be as set forth under Article 35 of the Lease. In no event shall Landlord have any obligations with respect to Tenant signage in or about the Premises, the Building, or the Complex, except as expressly provided to the contrary in said Article 35 of the Lease.

b. Notwithstanding anything contained herein to the contrary, following completion of the TI and the HVAC Diffuser Work hereunder, Tenant shall cause an independent third party engineer or contractor mutually and reasonably approved by Landlord and Tenant to perform air balancing tests on the Premises and adjust the HVAC system, if necessary, as a result thereof. Landlord shall not be responsible for any disturbance or deficiency created in the air conditioning or other mechanical, electrical, or structural facilities within the Premises, the Building, or the Complex as a result of the TI or the HVAC Diffuser Work, nor shall Landlord be responsible for any additional heat pumps or equipment required as a result of Tenant's design, the TI, or the HVAC Diffuser Work. Tenant shall be solely responsible for correcting any disturbances or deficiencies in the HVAC system arising from and after such initial air balancing tests and adjustments, and for restoring HVAC services to Landlord's reasonable satisfaction, within a reasonable time and at Tenant's sole cost and expense.

c. Tenant shall be solely responsible for any split or separation of any existing shared utilities, utility meters, and/or utility connections, and any split or separation of HVAC boxes, equipment, and/or distribution systems, as may be required in connection with the TI and/or the HVAC Diffuser Work hereunder.

VIII. [Intentionally Omitted]

IX. Certain Definitions.

a. Space Plan. "Space Plan" herein means a floor plan, drawn to scale, showing (i) demising walls, interior walls and other partitions, including type of wall or partition and height, (ii) doors and other openings in such walls or partitions, including type of door and hardware, (iii) any floor or ceiling openings, and any variations to Building-standard floor or ceiling heights, (iv) electrical outlets, and any restrooms, kitchens, computer rooms, file cabinets, file rooms and other special purpose rooms, and any sinks or other plumbing facilities, or other special electrical, HVAC, plumbing or other facilities or equipment, including all special loading, (v) communications system, including location and

dimensions of equipment rooms, and telephone and computer outlet locations, (vi) special cabinet work or other millwork items, (vii) any space planning considerations under the ADA, (viii) finish selections (i.e. color selection of painted areas, and selection of floor and any special wall coverings from Landlord's available Building-standard selections (which selections Tenant may defer and include with the Construction Drawings), and (ix) any other details or features requested by Architect, Engineer or Landlord in order for the Space Plan to serve as a basis for preparing the Construction Drawings.

b. Construction Drawings. "Construction Drawings" herein means fully dimensioned architectural construction drawings and specifications, and any required engineering drawings (including mechanical, electrical, plumbing, structural, air-conditioning, ventilation and heating), and shall include any applicable items described above for the Space Plan, and to the extent applicable: (i) electrical outlet locations, circuits and anticipated usage therefor, (ii) reflected ceiling plan, including lighting, switching, and any special ceiling specifications, (iii) duct locations for heating, ventilating and air-conditioning equipment, (iv) details of all millwork, (v) dimensions of all equipment and cabinets to be built in, (vi) furniture plan showing details of space occupancy, (vii) keying schedule, (viii) lighting arrangement, (ix) location of print machines, equipment in lunch rooms, concentrated file and library loadings and any other equipment or systems (with brand names wherever possible) which require special consideration relative to air-conditioning, ventilation, electrical, plumbing, structural, fire protection, life-fire-safety system, or mechanical systems, (x) special heating, ventilating and air conditioning equipment and requirements, (xi) weight and location of heavy equipment, and anticipated loads for special usage rooms, (xii) demolition plan, (xiii) partition construction plan, (xiv) all requirements under the ADA and other governmental requirements, and (xv) final finish selections, and any other details or features in order for the Construction Drawings to serve as a basis for contracting the TI and the HVAC Diffuser Work, as the case may be.

X. Taxes. Tenant shall pay prior to delinquency all taxes, charges, or other governmental impositions (including without limitation, any real estate taxes or assessments, sales taxes, or value added taxes) to the extent assessed against or levied upon Tenant's fixtures, furnishings, equipment, and personal property located in the Premises and/or the TI under this Work Letter. Whenever possible, Tenant shall cause all such items to be assessed and billed separately from the property of Landlord. In the event that any such items shall be assessed and billed with the property of Landlord, Tenant shall pay its share of such taxes, charges, or other governmental impositions to Landlord within twenty (20) days after Landlord delivers a statement and a copy of the assessment or other documentation showing the amount of such impositions applicable to Tenant.

XI. Disabilities Acts. Subject only to Landlord's obligations as, and to the extent, expressly set forth under Subsection 37.01.D and Article 40 of the Lease, Tenant shall be solely responsible for all matters arising under the ADA and relating to the Premises and/or the TI hereunder. Without limiting the generality of the forgoing, Tenant shall (a) provide complete and accurate information such that the Plans will comply with the ADA, and update such information as needed, and (b) be responsible for any changes in or to the TI and/or Premises resulting from changes in Tenant's employees, business operations, or the ADA.

XII. Miscellaneous.

a. Interpretation. Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Lease.

b. Application. This Work Letter shall not apply to any additional space added to the Premises at any time, whether by any options or rights under the Lease or otherwise, or to any portion of the Premises in the event of a renewal or extension of the Term of the Lease, whether by any options or

rights under the Lease or otherwise, unless expressly so provided in the Lease or any amendment or supplement thereto.

c. Lease Provisions and Modification. This Work Letter is intended to supplement and be subject to the provisions of the Lease, including, without limitation, those provisions requiring that any modification or amendment be in writing and signed by authorized representatives of both parties.

d. No Third-Party Beneficiaries. The Lease and this Work Letter are not intended to create any third-party beneficiaries. Without limiting the generality of the foregoing, no Tenant Contractors or Tenant Planners shall have any legal or beneficial interest in the Allowance.

e. Authorized Construction Representatives. Tenant has designated Mary Beth Donovan, Senior Manager - Real Estate Services [Tel. No.: (773) 399-4125; E-Mail: [MaryBeth.Donovan@uscellular.com](mailto:MaryBeth.Donovan@uscellular.com)] ("**Tenant's Authorized Representative**"), and Landlord has designated Lloyd Berry, CCIM, RPA [Tel. No.: (312) 777-2625; E-Mail: [Lloyd.Berry@colliers.com](mailto:Lloyd.Berry@colliers.com)] ("**Landlord's Authorized Representative**"), as the sole authorized representatives with respect to the matters set forth in this Work Letter, who, until further written notice from Tenant or Landlord, as the case may be, to the other party hereto, shall have full and exclusive authority and responsibility to act on behalf of their respective parties as required in this Work Letter. Any instructions or approvals delivered to either party by any other individual shall not be binding, unless otherwise expressly agreed to in writing by both Landlord and Tenant.

# EXHIBIT B-1

## CONTRACTOR INSURANCE REQUIREMENTS

### US Cellular Plaza Insurance Requirements

| VENDOR CLASSIFICATIONS                                                         | GRADE A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | GRADE B                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | GRADE C                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|--------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                                                | <ul style="list-style-type: none"> <li>Asbestos Removal <sup>(1)</sup></li> <li>Boiler Repair/Maintenance</li> <li>Carpentry Outside – 3+ Stories</li> <li>Chemical Sales &amp; Service</li> <li>Construction/ Demolition/ Excavation – see General Contractor</li> <li>Crane Inspection &amp; Repair</li> <li>Crane Rental Service</li> <li>Elevator / Escalator</li> <li>Explosive Delivery</li> <li>General Contractors (see below for GL requirements)</li> <li>Lagoon Dredging</li> <li>Lift Truck</li> <li>Painting – 3 Stories and Over</li> <li>Roofing Contractor</li> <li>Scaffolding Contractor</li> <li>Waste Disposal – Regulated <sup>(1)</sup></li> <li>Welding Supply Delivery &amp; Service</li> </ul> | <ul style="list-style-type: none"> <li>Air Compressor Service</li> <li>Architects &amp; Engineers <sup>(2)</sup></li> <li>Carpentry Inside or &lt; 3 stories</li> <li>Chemical &amp; Water Tank Cleaning &amp; Inspection</li> <li>Central Station Alarm Monitor</li> <li>Door Repair</li> <li>Janitorial Service</li> <li>Electrical Contractor</li> <li>Gutter Contractor</li> <li>HVAC</li> <li>Insulation Installation</li> <li>Lighting Repair</li> <li>Painting – Under 3 stories</li> <li>Paving/ Concrete Work</li> <li>Pest Control Services</li> <li>Plumbing Contractor</li> <li>Security Guard &amp; Patrol Service</li> <li>Sheet Metal Work</li> <li>Tile Flooring Contractor</li> <li>Waste Hauling &amp; Waste Paper Delivery (unregulated)</li> <li>Water Pump Repair</li> <li>Well Pump Inspection</li> <li>Window Cleaning &gt; 2 stories</li> </ul> | <ul style="list-style-type: none"> <li>Barricade Construction</li> <li>Delivery Companies</li> <li>Lawn Care &amp; Landscaping (use Grade B if available)</li> <li>Office Equipment Repair</li> <li>Parking - Snow Removal, Sweeper</li> <li>Parking Service with/ without Valet</li> <li>Uniform Service</li> <li>Vending Machine Contractor</li> <li>Window Cleaning up to 2 Stories</li> <li>Pressure Washer</li> <li>Surveyor <sup>(2)</sup></li> <li>Telephone Repair (Grade A if outdoor lines)</li> </ul> |
| REQUIRED INSURANCE COVERAGE                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| • General Liability – Including Contractual Liability and Completed Operations | \$1,000,000 Each Occurrence<br>\$2,000,000 Aggregate                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | \$1,000,000 Each Occurrence<br>\$2,000,000 Aggregate                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | \$1,000,000 Each Occurrence<br>\$2,000,000 Aggregate                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| • Automobile Liability – Including Hired and Non-Owned Vehicles                | \$2,000,000 Combined Single Limit for Bodily Injury & Property Damage                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | \$1,000,000 Combined Single Limit for Bodily Injury & Property Damage                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | \$ 500,000 Combined Single Limit for Bodily Injury & Property Damage                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| • Workers' Compensation                                                        | Statutory Limits for the State(s) in which the work is performed                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Statutory Limits for the State(s) in which the work is performed                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Statutory Limits for the State(s) in which the work is performed                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| • Employers Liability                                                          | \$1,000,000 Each Accident<br>\$1,000,000 Each Employee – Disease<br>\$1,000,000 Policy Limit - Disease                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | \$ 500,000 Each Accident<br>\$ 500,000 Each Employee – Disease<br>\$ 500,000 Policy Limit - Disease                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | \$ 100,000 Each Accident<br>\$ 100,000 Each Employee – Disease<br>\$ 100,000 Policy Limit - Disease                                                                                                                                                                                                                                                                                                                                                                                                              |
| • <sup>(1)</sup> Environmental Liability                                       | \$5,000,000 Each Occurrence                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | \$1,000,000 Each Occurrence                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | \$1,000,000 Each Occurrence                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| • Umbrella Liability                                                           | \$5,000,000 Each Occurrence<br>\$5,000,000 Aggregate                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | \$3,000,000 Each Occurrence<br>\$3,000,000 Aggregate                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | \$1,000,000 Each Occurrence<br>\$1,000,000 Aggregate                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| • <sup>(2)</sup> Professional Liability                                        | \$1,000,000 Each Occurrence                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | \$1,000,000 Each Occurrence                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | \$1,000,000 Each Occurrence                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |

## GENERAL REQUIREMENTS FOR ALL INSURANCE

|   |                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|---|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A | Owner's Agent (Colliers International Asset & Property Management Services), Owner (FCA Fund Chicago II, LLC, FCA-III & FCA Partners, LLC) and Lender (Mass Mutual Financial Group) are named as Additional Insured on a primary basis under the General policy. General Liability insurance shall be provided on an ISO Commercial General Liability form without any additional limiting or exclusionary endorsements amending the terms contained therein. |
| B | Limits required for General, Auto or Employers Liability can be met with higher Umbrella Liability limits.                                                                                                                                                                                                                                                                                                                                                    |
| C | A Waiver of Subrogation is to be provided to Owners Agent and Owner for GL, Auto Liability and Workers' Compensation.                                                                                                                                                                                                                                                                                                                                         |
| D | Certificate Holder should be in the name of the Owner FCA Fund Chicago II, LLC                                                                                                                                                                                                                                                                                                                                                                                |
| E | Certificate must evidence 30 days written notice of cancellation or non-renewal in coverage with words "endeavor to" deleted.                                                                                                                                                                                                                                                                                                                                 |
| F | Original certificate of Insurance (Acord form) to be delivered to Owner's Agent prior to commencement of any work or service.                                                                                                                                                                                                                                                                                                                                 |
| G | Vendor required to pay all deductibles or self-insured retentions carried under these policies of insurance.                                                                                                                                                                                                                                                                                                                                                  |

### GENERAL CONTRACTOR GENERAL LIABILITY LIMIT REQUIREMENTS

| Exposure | Type           | No. of Stories | Min. Amount   |
|----------|----------------|----------------|---------------|
| Office   | Metropolitan   | 1 to 24        | \$50,000,000  |
|          |                | 25 to 39       | \$100,000,000 |
|          |                | 40 to 100      | \$200,000,000 |
|          | Suburban*      | Less than 8    | \$10,000,000  |
|          |                | 8 or more      | \$25,000,000  |
| Retail   | Mall           | All            | \$25,000,000  |
|          | Strip Centers* | All            | \$10,000,000  |

*\*However, as respects demolition, required minimums shall be no less than \$25,000,000, or amount shown above, whichever is greater.*

The certificate holder should read as follows:

FCA Fund Chicago II, LLC  
c/o Colliers International  
8420 W. Bryn Mawr Ave.  
Chicago, IL 60631

## EXHIBIT C

### PARKING RULES AND REGULATIONS

The following rules, regulations and rights (these "**Rules**", collectively) apply to the use of all portions of the Complex designated from time to time by Landlord as parking areas (the "**Parking Areas**");

1. Only Tenant and employees of Tenant may park their motor vehicles in those portions of the Parking Areas designated by Landlord from time to time as unreserved tenant parking areas (the "**Unreserved Parking Areas**").

2. No motor vehicle shall be parked in the Unreserved Parking Areas without an official U.S. Cellular Plaza decal or card affixed to the window or windshield thereof or placed in a visible position therein.

3. Tenant or any employee of Tenant who desires to park a motor vehicle in the Unreserved Parking Areas may obtain a parking decal or card by making personal application therefor at the office of the Complex and informing Landlord in writing of the make, year, color, and license plate number of the motor vehicle of said party. Any such application by an employee of Tenant shall include appropriate evidence of employment of such person at the Premises by Tenant.

4. Guests, invitees, and visitors of Tenant may park their motor vehicles only in those portions of the Parking Areas designated by Landlord from time to time as the Tenant Visitor Parking Spaces or other visitor parking areas (the "**Visitor Parking Areas**").

5. Only Tenant and those employees, guests, invitees, and visitors of Tenant who are physically handicapped may park their motor vehicles in those portions of the Parking Areas designated by Landlord from time to time as handicapped parking areas (the "**Handicapped Parking Areas**").

6. Parking in the Unreserved Parking Areas, the Visitor Parking Areas (excluding Tenant's Visitor Parking Areas), and the Handicapped Parking Areas shall be on a nonexclusive, "as-available" basis.

7. Only Tenant and those employees of Tenant who have entered into a separate parking license agreement (a "**Parking License Agreement**") with Landlord may park their motor vehicles in those portions of the Parking Areas designated by Landlord from time to time as reserved parking areas (the "**Reserved Parking Areas**").

8. Tenant or any employee of Tenant who desires to enter into a Parking License Agreement with Landlord for a parking space in the Reserved Parking Areas shall make application therefor at the office of the Complex.

9. Parking License Agreements will be entered into with Tenant, employees of Tenant, other tenants of the Complex, and the employees of such other tenants on an "as-available" basis,

10. No representation or warranty is made by Landlord as to the number or location of parking spaces comprising the Parking Areas, or any portion thereof.

11. Motor vehicles shall only be parked in striped parking spaces located within the Parking Areas and no motor vehicles shall be parked in any other location within the Complex.

12. Not more than one motor vehicle may be parked on each parking space and no motor vehicle may be parked on more than one parking space.

13. Parking Areas shall not be used for any purpose other than the parking of permitted motor vehicles thereon. No commercial activity shall be conducted from the Parking Areas.

14. No repairs (other than emergency repairs) or washing of motor vehicles shall be permitted in the Parking Areas.

15. Tenant, its employees, agents, guests, visitors, and invitees assume full responsibility, and Landlord shall have no liability for, (a) any and all loss, damage, injury, or death caused to the person or property of third parties by reason of their use of the Parking Areas; and (b) protecting their motor vehicles against theft, vandalism, and damage and for protecting their person against injury and assault by reason of their use of the Parking Areas, except to the extent caused by the negligence or willful misconduct of the Landlord Parties.

16. Tenant shall indemnify the Landlord Parties, and each of them, against all loss, damage, cost, and expense (including attorneys' fees) sustained by the Landlord Parties, or any of them, by reason of the use of the Parking Areas by Tenant, its employees, agents, guests, visitors, and invitees, or by violation of these Rules by any of said persons, except to the extent caused by the negligence or willful misconduct of the Landlord Parties.

17. Tenant expressly agrees that Landlord shall have the right to tow motor vehicles of Tenant and its employees, agents, guests, and visitors which are parked in violation of these Rules.

18. A violation of these Rules shall entitle Landlord to revoke the parking privileges of the offending party, in addition to other rights and remedies available to Landlord. Subject to the terms and provisions of this Lease, Landlord reserves the right from time to time, with prior written notice to Tenant, to (a) change the location or configuration of the Parking Areas, or any portion thereof; (b) change the number of parking spaces located within the Parking Areas, or any portion thereof (so long as Tenant's parking rights under Article 27 of the Lease are not reduced thereby); (c) install systems to control and monitor parking in the Parking Areas, or any portions thereof, including without limitation, a parking gate and identification card system; (d) utilize parking guards or attendants to supervise and control parking within the Parking Areas and to enforce these Rules; (e) designate the commercially reasonable terms, conditions, and charges upon which Parking License Agreements will be entered into by Landlord; (f) have full access to the Parking Areas (including the right to close or alter the means of access to the Parking Areas, or portions thereof) to make repairs and alterations thereto, to prevent a taking by adverse possession or prescription or to comply with applicable Laws (provided Landlord uses commercially reasonable efforts to minimize the period of closure and/or interference); (g) impose limitations on the quantity of parking decals or cards to be issued to Tenant for the Unreserved Parking Areas, provided that such limitations are uniformly applied to all tenants of the Complex; (h) reasonably modify these Rules by posting notices thereof in the Common Areas or by other means deemed commercially reasonable by Landlord; (i) tow motor vehicles parked in violation of these Rules; and (j) enforce these Rules by appropriate legal action.

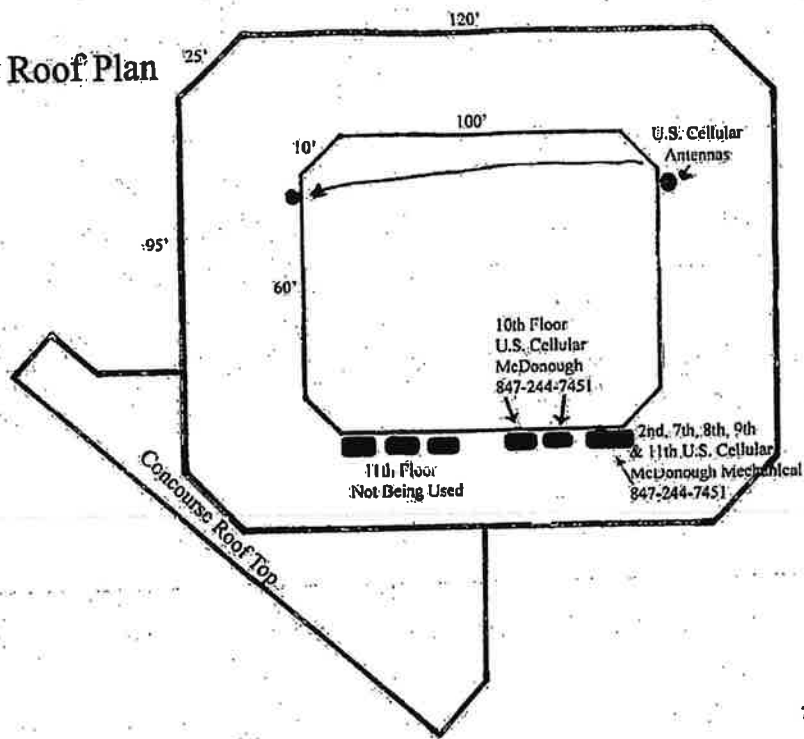
Notwithstanding anything to the contrary contained in the Lease or this Exhibit B, in the event of any conflict between the Lease and this Exhibit B, the Lease shall govern and control.

**EXHIBIT D**  
**[INTENTIONALLY OMITTED]**

EXHIBIT E

TENANT ROOF SPACE

# 8410 Roof Plan



N

E-1

QB38496424.4

## **EXHIBIT F**

### **DESCRIPTION OF ANTENNAE**

#### **OMNIDIRECTIONAL COLLINEAR ANTENNA To be Installed on Roof of 8410 Building**

##### **Description:**

The antennas, model PD1108 is of fiberglass construction which protects radiating elements in hostile environments, composed of copper radiating elements which minimize possible generation of intermod products.

The mechanical specifications of the PD1108 antenna are as follows:

|                                                                   |                                           |
|-------------------------------------------------------------------|-------------------------------------------|
| Overall length:                                                   | 8.27 ft./2.52 m.                          |
| Element Housing length:                                           | 6.10 ft./1.86 m.                          |
| Support Pipe Diameter:                                            | 2 ¾ in./70 mm.                            |
| Support Pipe length:                                              | 24 in./610 mm.                            |
| Weight:                                                           | 10 lbs./4.5 kg.                           |
| Radiating element material                                        | Copper                                    |
| Element housing material:                                         | Fiberglass                                |
| Support pipe material                                             | 6061-7'6 aluminum                         |
| Wind loading area flat plat equivalent                            | .85 ft. <sup>2</sup> /.079 m <sup>2</sup> |
| Rated wind velocity                                               | 100 mph./161 km/hr.                       |
| Lateral thrust@ 100 mph.                                          | 34 lbs./15.5 kg.                          |
| Bending moment @ 100 mph 1 inc.<br>(25.4 mm) below top of support | 68 ft./9.4 kg.                            |
| Mounting hardware – supplied                                      | PD46 Clamp Set                            |
| Shipping weight                                                   | 29 lbs./13.2 kg.                          |
| Shipping volume                                                   | 1.4 ft. <sup>3</sup> /.04m <sup>3</sup>   |
| Shipping mode                                                     | Common carrier                            |

In order to connect the antenna to the Tenants' Premises, a 7/8" coax cable is required because distance given by building management.

## EXHIBIT G

### HVAC SPECIFICATIONS

Heating, ventilating and air conditioning equipment in each Building shall be capable of maintaining the following interior conditions when the following maximum outside conditions exist, subject to the conditions set forth in the Lease:

#### Inside Conditions\*

76° F (dry bulb)

72° F

65° F

Occupant Load

Equipment  
& Lighting Load

#### Outside Conditions\*

up to 95° F (dry bulb)  
up to 75° F (wet bulb)

down to -2° F  
down to -10° F

1 person per 170 sq. ft.  
(rentable)\*\*

5.0 watts per sq. ft. (usable)

\* Provided a heat gain/loss on an individual floor does not adversely influence or impair the overall building capability to meet the HVAC design criteria specifications. Components used in calculating heat gain/loss are: people per floor at peak occupancy; total amount of equipment estimated at peak usage; indoor self contained cooling units that reject heat back into the space; square footage of floor area; square footage of wall area (less glass) by exposure and by floor location; type of wall construction; square footage of glass area by exposure and by floor location; type of glass; any auxiliary cooling other than listed above and normal outdoor air usage.

\*\* Notwithstanding the foregoing general occupant load, it is acknowledged and agreed that (i) with respect to the sixth (6th) floor of the 8410 Building only, Tenant's approximate occupant load as of the Date of this Lease is one (1) person per 121 square feet (rentable) thereon, (ii) that such occupancy load by Tenant on the sixth (6th) floor of the 8410 Building shall not be deemed a default under this Lease so long as the same is permitted under applicable Laws, (iii) Landlord shall not be deemed in default under this Lease due to any failure of the 8410 Building's HVAC system to meet the above-referenced HVAC specifications on the sixth (6th) floor of the 8410 Building to the extent attributable to such excess occupancy load by Tenant thereon, and (iv) Tenant shall be responsible, at Tenant's election and at Tenant's sole cost and expense, for the installation of any supplemental HVAC systems or components necessary to meet the above-referenced HVAC specifications on the sixth (6th) floor of the 8410 Building to the extent attributable to such excess occupancy load by Tenant hereunder, subject in all events to the applicable terms and provisions of this Lease.

## **EXHIBIT H**

### **CLEANING SPECIFICATIONS**

#### **TENANT AREAS**

Dust mop hard surfaced flooring with specially treated cloths to insure dust free floors *nightly*.

Sweep and damp mop all uncarpeted areas to remove spills, stains, heel marks, etc. Completely damp mop all heavily trafficked areas, including corridors, entrance areas, cafeterias/vending areas, kitchens and coffee rooms *nightly*.

Vacuum carpeted areas and rugs *nightly*. Detail vacuum edges and underneath desks *once per week*.

Change vacuum bags two (2) times per floor. Remove bags before storing vacuum each night. Bagless vacuums must be emptied and wiped down at each fill.

Spot clean carpeting to remove soluble spills, spots, stains, etc., which safely respond to standard spotting procedures without risk of injury to carpet fabric or color *nightly*.

Empty all waste containers and replace plastic liners in accordance with building's recycling program. Damp wipe waste containers as necessary. Can liners to be furnished by *building*.

Remove waste paper and waste materials to the dock area of the building using janitor carts/carriages. Clear heavy duty plastic liners used in the janitor cart/carriages will be supplied by the CONTRACTOR. CONTRACTOR'S personnel to place waste material in compactors in accordance with building's recycling program and operate compactors *nightly*.

Dust with a treated cloth or mitt all horizontal surfaces that can be reached without a ladder, i.e., desks, file cabinets, binder bins, cubicles, window sills, book cases, ledges, trim, etc. *nightly*.

Damp wipe and towel dry conference room tables *nightly*.

Spot clean to remove dirt, finger marks, smudges, etc. from all doors, door frames, switch plates, walls, glass areas adjacent to doors, push plates, handles, railings, etc. *nightly*. Clean polish and sanitize all drinking fountains and water coolers using germicidal solution *nightly*.

Wash glass in directories *nightly*.

Wet sponge wipe table tops in employee lounges *nightly*.

Breakrooms - empty trash and wipe off trash receptacles as needed. In addition, at Tenant's request and at Tenant's sole cost and expense via separate charge to Tenant, refill paper towels and other products as direct by Tenant, wipe down microwaves inside and out, and wipe exterior of refrigerators and dishwashers *nightly*.

Spot clean all glass entrance doors and side panels to remove finger marks, smudges, etc. *nightly*.

Turn off lights and secure space when work assignments are complete *nightly*.

Wash all glass entrance doors and side panels inside and out *once per week*.

Dust baseboards, chair rails, trim, louvers, moldings and other "low-dust" areas *once per week*.

Damp wipe all desk tops, credenza tops, table tops, counter tops and any other horizontal surfaces as necessary, but not less frequently than *once per week*.

Damp wipe clean interior building metal including doors, knobs, hinges, lock face plates, door saddles, push plates, kick plates, etc. Using a cloth dampened with water only *once per week*.

Do high dusting which includes the following *once every three months*:

Dust pictures, frames, charts, graphs, and similar wall hangings not reached in nightly cleaning.

Dust clean all lighting fixtures, exposed pipes and ducts, ceiling vents, etc.

Dust clean all vertical surfaces such as partition, ventilating louvers and vents, walls, trim, etc. not reached in nightly cleaning.

Dust tops of cabinets, files, partitions, etc. not reached in nightly cleaning.

Wash all glass partitions on interior walls and doors *once every three months*.

Machine strip, refinish and buff all resilient tile and other hard surfaced flooring using an approved, high solid, non-slip, non-staining, buffable floor finish *twice per year*.

Wash and clean baseboards during floor refinishing operations *twice per year*.

Wash and clean all vinyl base *once per year*.

#### **MAIN ENTRANCES AND ALL OTHER LOBBIES**

Dust-sweep and wash hard surfaced flooring. Remove gum, tar, and other foreign matter from flooring *nightly*.

Spray-buff marble, terrazzo and similar flooring using materials recommended by marble installer *nightly*.

If floor mats have been used during the day, they shall be thoroughly vacuumed and cleaned *nightly*.

Dust baseboards, trim, louvers, moldings, pictures, planters, furnishings, guard stations, ledges and all other fixtures *nightly*.

Clean building directory, mail depository and all other decorative metal as needed, using a cloth dampened with water only *nightly*.

Completely clean all entrance and revolving door glass and entryway glass sidelights; clean all glass in building directory *nightly*.

Empty and clean all waste receptacles and remove waste material to designated areas in the building. Dispose of waste and replace plastic liners in accordance with building's recycling program *nightly*.

Remove dirt, finger marks, smudges, etc. from doors, door frames walls up to twelve feet, switch plates, glass, push plates, handles, railings, moldings, trim etc. Damp wipe metal trim as necessary using water only *nightly*.

Using materials recommended by marble installer, machine strip, refinish and buff marble and similar flooring using non-staining, non-slip, buffable floor finish as necessary but not less frequently than *once per month*.

Do high dusting (as specified under tenant areas) *once per month*.

Completely clean floor mats as necessary, but not less than *once per month*, using method(s) recommended by floor mat manufacturer(s).

Wash all marble, granite and other similar wall surfaces *once every six months*.

Clean lights, globes, and fixtures *once every six months*.

#### **ELEVATOR LOBBIES AND PUBLIC CORRIDORS**

Clean and wipe down drinking fountains *daily*.

Dust sweep hard surfaced flooring with specially treated cloths to insure dust-free floors *nightly*.

Wash and spray buff tile, terrazzo, marble, etc. flooring *nightly*.

Thoroughly vacuum and remove spots and stains from carpeting, including edges and corners *nightly*.

Empty and clean waste receptacles in accordance with building's recycling program (replace plastic liners) *nightly*.

Dust baseboards, trim, louvers, moldings, pictures, doors, planters, and all other fixtures, etc. within reach. Wipe clean all signage *nightly*.

Remove dirt, finger marks, smudges, etc. from doors, door frames, wall, switch plates, glass, push plates, handles, railing, molding, trim, etc. Wipe metal trim as necessary using cloth dampened with water only *nightly*.

Machine strip, refinish and buff resilient tile, terrazzo, marble, etc. flooring using approved, non-slip, non-staining, buffable floor finish *once every two months*.

Do high dusting (as defined under tenant areas) *once every two months*.

Completely clean carpeting *once every three months*, using method(s) recommended by carpet manufacturer(s).

Wash marble, granite and other similar wall surfaces *once every six months*.

Clean lights, globes, and fixtures as necessary but not less than *once per year*.

#### **PUBLIC LAVATORIES**

Sweep and wash flooring with approved germicidal detergents at disinfectant strengths *nightly*.

Wash and polish mirrors, and all chrome and other bright work including shelves, flushometers, exposed piping, toilet seat and partition hinges, dispensers, and all other washroom fixtures *nightly*.

Wash all surfaces of toilets and urinals with approved germicidal detergent solution at disinfectant strength. Bowl cleaner to be used in the interior *nightly*.

Wash clean all wash basins and counter tops *nightly*.

Spot clean partitions, tile walls, and doors with special attention to areas behind sinks, around urinals and around entrance. Remove graffiti *nightly*.

Replenish paper supplies as necessary as provided by *building*.

Empty and clean towel and sanitary disposal receptacles and waste material and refuse to designated area in the building using janitor carts/carriages. Replace liners in all receptacles with liners supplied by building. Wash clean receptacles *nightly*.

Clean and flush floor and other drains using germicidal detergent solutions *once per week*.

Refill toilet paper, paper towels, hand soap and sanitary products *nightly*. Supplies to be furnished by *building*.

Wash partition, tile walls and enamel painted surfaces with approved germicidal detergent solution *once per week*.

Remove hard water stains from toilet fixtures by using one ounce of bowl cleaner after normal cleaning. Follow manufacturer's recommendations.

Do high dusting and damp wipe ceiling vents *once per month*.

Wash clean lighting fixtures as needed *once per year*.

### **STAIRWAYS**

Police stairwells and remove trash and debris *daily*.

Spot clean doors and walls *daily*.

Dust mop stair and landings; dust handrails and other horizontal surfaces *weekly*.

Dust all vertical surfaces and light fixtures not dusted weekly *once per month*.

Wash stairs and landings *once per month*.

Do high dusting (as defined in tenant areas) in stairwells *once every three months*.

### **ELEVATORS**

Floors in elevator cabs will be properly maintained. Vacuum and remove spots from carpeted areas and sweep and wash hard surfaces *nightly*.

Clean and polish doors, inside and outside, using a cloth dampened with water only *nightly*.

Clean elevator saddles, door tracks, etc. keeping them free from dirt and debris, polish regularly as needed *nightly*.

Hand clean and polish baseboards, trim railings, etc. using a cloth dampened with water only on all bronze surfaces *nightly*.

Keep walls, panels, etc. clean and free from finger marks and smudges *nightly*.

Clean carpeting by method recommended by manufacturer as necessary, but not more frequently than *once per week*.

Wash clean and dry light fixtures and ceiling grilles.

#### **BUILDING SERVICE AREAS AND BUILDING EXTERIOR**

Keep locker rooms, showers, rest rooms, engineers' offices, security office, dock office, janitor closets, etc. in neat and clean condition at all times *nightly*.

Sweep dock, service corridor and receiving area and remove all trash and debris. Wet mop as needed *nightly*.

Wash flooring in dock, service corridors and receiving area *once per week*.

Machine scrub or pressure wash dock, service corridors and receiving area *once per month*.

#### **MISCELLANEOUS**

CONTRACTOR shall pad vacuums, carts and other equipment to prevent scratches and other damage in furniture, door frames, etc. Cleaning personnel shall be instructed not to pull cords around corners.

Report to building management any use of electrical/telephone closets for storage.

Report to building management any observed building deficiencies, e.g., leaking or inoperable faucets, plugged sinks or toilets, broken fixtures, inoperable lights or switches, loose baseboards, faulty locks, burned out light bulbs, etc.

At the conclusion of all work assignments, lights are to be turned off, doors closed and locked, chairs centered and gently pushed under tables or desks so as not to scratch furniture, and premises left in neat and orderly condition.

Return all keys, card keys, radios and any other building equipment signed out that day.

In addition, Landlord shall require in its service agreements or contracts with Landlord's janitorial contractor (the "Janitorial Contractor") from time to time the following provisions (or provisions substantively equivalent thereto), subject to such modifications as may then be prevailing at Comparable Buildings or as may be required by applicable Law<sup>3</sup>, and shall use commercially reasonable efforts to enforce such requirements as against Janitorial Contractor:

- (i) Janitorial Contractor shall comply with all Laws, including having a policy of equal employment opportunity, and will supply certification upon request. Janitorial Contractor shall also have an up-to-date Affirmative Action Plan approved by the U.S. Department of Labor. Such plan must be maintained on file, and made available for review by Tenant upon request;

(ii) All Janitorial Contractor personnel provided are U.S. Citizens or are otherwise legally entitled to accept employment with Janitorial Contractor and to perform services under this Lease. Janitorial Contractor is required to complete a criminal background check on all Janitorial Contractor employees that work at the Premises; and

(iii) Janitorial Contractor will not refer, either directly or indirectly, to Tenant or its Affiliates in any advertising or other published materials without the prior written consent of Tenant.

**EXHIBIT I**  
**TENANT COMPETITORS**

## **EXHIBIT J**

### **APPROVED CONTRACTORS**

#### **General Contractors:**

Clune Construction  
Pepper Construction  
Turner Construction  
Leopardo Construction  
Executive Construction, Inc.  
Interior Construction Group  
Skender Construction

#### **Electrical Contractors:**

Conner Electric  
Continental Electric  
Gibson Electric  
EDS - Electrical Design Systems  
Maron Electric  
Titan Electric

#### **HVAC Contractors:**

Midwest Mechanical  
Admiral  
Hill Mechanical  
State Mechanical

#### **Fire Protection:**

Great Lakes  
F. E. Moran  
U.S. Fire Protection

#### **Plumbing:**

John's Plumbing  
F.E. Moran  
Great Lakes

#### **Ceilings:**

Airtite

#### **Movers:**

3MD  
Pickens Kane  
Boyer Rosene  
Reebie  
Anderson

#### **Carpentry/Drywall:**

Tempus  
Anning Johnson  
RG Construction

**EXHIBIT K**

**EXISTING TENANT RIGHTS**

QB\38496424.4

K-2

**EXHIBIT L**

**TERMINATION FEE AMORTIZATION SCHEDULE**

**EXHIBIT M**

**CONTRACTION FEE AMORTIZATION SCHEDULE**

QB38496424.4

M-2

**EXHIBIT N**

**RESPONSIBLE CONTRACTOR POLICY**



**Ohio Public Employees Retirement System**

**Responsible Contractor Policy  
February 2015**

**I. SCOPE**

This Responsible Contractor Policy ("Policy") of the Ohio Public Employees Retirement System ("OPERS") is designed to guide, in a manner consistent with OPERS statutory standards of fiduciary responsibility and prudence in managing its investments, the OPERS selection of independent contractors who provide building operations services and construction services to real estate properties owned by OPERS directly and through the Defined Benefit Fund ("OPERS' Properties"). The Policy seeks to ensure that OPERS contractors will be selected based upon demonstrated ability to provide high quality services, and thereby enhance the value of OPERS' Properties, as evidenced by their record of compliance with applicable statutes and payment of fair compensation and benefits to employees, as well as by their experience, reputation, responsiveness, fees, and dependability.

**II. PURPOSE**

OPERS supports and encourages fair compensation and fair benefits for workers employed by its contractors, subject to the requirements of Section 145.11(A) of the Ohio Revised Code ("ORC"), which states, in part:

The members of the public employees retirement board shall be the trustees of the funds created by section 145.23 of the Revised Code. The board shall have full power to invest the funds. The board and other fiduciaries shall discharge their duties with respect to the funds solely in the interest of the participants and beneficiaries; for the exclusive purpose of providing benefits to participants and their beneficiaries and defraying reasonable expenses of administering the public employees retirement system; with care, skill, prudence, and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with these matters would use in the conduct of an enterprise of a like character and with like aims; and by diversifying the investments of the system so as to minimize the risk of large losses, unless under the circumstances it is clearly prudent not to do so.

OPERS Investment Staff ("Staff") and others, who are involved in the management of the DB Fund's assets, are subject to the same fiduciary standards as the Board.

In addition, Section 145.11(B) of the ORC requires that

In exercising its fiduciary responsibility with respect to the investment of the funds, it shall be the intent of the board to give consideration to investments that enhance the general welfare of the state [of Ohio] and its citizens where the investments offer quality, return, and safety comparable to other investments currently available to the board.

In keeping with that concern, the OPERS Retirement Board ("Board") hereby adopts this Policy in order to support and encourage the engagement of contractors who can be expected to provide high quality services to OPERS' Properties, utilizing properly-trained and fairly-compensated employees, subject to OPERS' fiduciary principles of loyalty, care, skill, prudence, and diligence.

OPERS believes that the utilization of such contractors adds value to the investments by ensuring that essential building operations services and construction services are provided by adequately-trained, experienced, and motivated workers.

OPERS supports a healthy and profitable business environment through market competition, small business development, and control of operating costs. OPERS believes that an adequately compensated and trained workforce delivers a higher quality product and service.

### **III. DEFINITION OF RESPONSIBLE CONTRACTOR**

A Responsible Contractor is a contractor who: (1) has the appropriate experience, reputation, employee relations, responsiveness, fees, and dependability to perform the required work; and (2) provides workers a fair compensation and fair benefits, as evidenced by payroll and employee records, for the required work, based on market conditions.

### **IV. LEGAL AUTHORITY**

#### **A. Fiduciary Responsibility**

Notwithstanding any other considerations, the assets of OPERS shall be diligently and prudently invested and managed, in accordance with the fiduciary standards specified in Section 145.11 of the ORC, in the sole interest of plan participants and their beneficiaries, and for the exclusive purpose of providing benefits to its participants and their beneficiaries.

**V. COMPETITIVE RATE OF RETURN**

OPERS seeks to have its real estate investments managed and operated in a manner that is expected to produce a competitive rate of return for its participants and beneficiaries.

**A. Legal Compliance**

OPERS seeks to have all OPERS contractors comply with all applicable federal, state, and local laws, regulations, and ordinances, including (but not limited to) those related to insurance, withholding taxes, minimum wage, health and safety, and environmental matters.

**B. Non-Discrimination**

OPERS shall give equal consideration to minority owned and controlled firms, firms owned and controlled by women, and ventures involving those same firms that otherwise would meet the selection criteria for contractors and service providers.

**VI. PREFERENCE FOR A RESPONSIBLE CONTRACTOR**

Provided the basic requirements in the foregoing section have been satisfied, OPERS expresses a strong preference that Responsible Contractors be hired, in accordance with this Policy.

**VII. ROLES AND RESPONSIBILITIES**

**A. OPERS Retirement Board**

The Board and its Investment Committee are responsible for reviewing and approving this Policy.

**B. Investment Committee**

The Investment Committee ("Committee") is responsible for reviewing this Policy and recommending changes related to it to the Board for its approval. In addition, the Committee is responsible for monitoring activities and reviewing reports related to this Policy.

**C. Investment Staff**

The Board delegates authority to the Chief Investment Officer ("CIO") to implement this Policy.

Staff shall review real estate separate account external managers' annual reports regarding compliance with the Policy and make recommendations as needed for action to correct any pattern of non-compliance.

Staff shall develop probation list procedures that require the approval of the CIO and General Counsel.

#### **D. Enterprise Risk Department**

The Enterprise Chief Risk Officer ("ECRO") or delegee is responsible for monitoring compliance with this Policy, including guidelines established pursuant to it. If the ECRO determines that an exception to this Policy has occurred, the ECRO shall notify Staff, the CIO, the Executive Director and the Committee. In addition, the ECRO shall furnish annual reports to the Committee on each external separate account manager's compliance with this Policy.

#### **E. Separate Account External Managers**

Separate account external managers shall communicate this Policy to property managers of OPERS' Properties and to managers of OPERS real estate investment vehicles.

Separate account external managers shall maintain a simplified bid summary for each applicable contract. The summary should include identifying contract successful bidder, and bidder's status as a Responsible Contractor. Separate account external managers shall provide an annual report to OPERS Staff describing actions taken by such external manager to comply with this Policy, including those taken by property managers and their subcontractors.

Separate account external managers shall monitor and enforce compliance with this Policy including reasonable investigation of potential violations.

#### **F. Property Manager**

Property managers shall communicate this Policy in all bid documents seeking to secure construction or building service contracts subject to this Policy.

Property managers shall provide to separate account external managers property level annual reports regarding compliance with this Policy.

Property managers shall provide to separate account external managers, for each OPERS Property under management, a list of contracts subject to this Policy.

Property managers shall maintain a list of Responsible Contractors utilized at each OPERS Property.

#### **G. Contractor**

Contractors shall provide the property manager with Responsible Contractor documentation.

Contractors shall file with the property manager reports, certifications, and other forms as required by OPERS or the manager relating to this Policy.

### **VIII. MONITORING AND REPORTING**

#### **A. Applicable Contracts**

This Policy applies to all contractors and subcontractors who provide building operations services and construction services to real estate properties owned by OPERS or through subsidiary entities. The contractors and subcontractors shall use their best efforts to comply with this Policy.

#### **B. Notification**

All current and prospective real estate separate account external managers shall be provided with a copy of this Policy.

#### **C. Contract Solicitation**

All requests for proposals and invitations to bid applicable contracts covered by this Policy shall be made in accordance with the terms of this Policy.

#### **D. Contracts and Contract Renewals**

All contracts and contract renewals entered into after the effective date of this Policy shall include the applicable provisions of this Policy. OPERS shall maintain a publicly available list of all of its properties, with relevant data that would allow any potential contractor to pursue a bid upon contract renewal.

#### **E. Minimum Contract Size**

This Policy shall apply to all contracts valued at \$25,000 or more. Contract value refers to the total project work to be contracted for without disaggregation by trade or task. Disaggregation designed to evade the requirements of this Policy shall not be permitted.

#### **F. Reporting**

All real estate separate account external managers and contractors shall collect and retain adequate data documenting their compliance with this Policy and shall be prepared to produce this data for review upon request. The ECRO or delegee shall provide annual reports to the Committee of the Board, in an acceptable format, demonstrating best efforts at compliance by external managers and contractors with this Policy.

#### **G. Definition of Fair Wages and Benefits**

This Policy does not mandate any strict definition of fair wages and benefits. This Policy recognizes and considers in the determination of fair wages and benefits indicators such as local wage practices, state law, labor market conditions, as well as prevailing wages.

#### **H. Neutrality**

When there is a legitimate attempt under the National Labor Relations Act by a labor organization to organize workers employed in construction, maintenance, operation, or services at an OPERS' property, OPERS encourages a position of neutrality.

#### **I. Enforcement**

OPERS shall place any external manager or property manager who fails to comply with this Policy on a probation list. OPERS shall review and monitor its relationship with any such external manager or property manager upon placement on the probation list according to the probation list procedures.

## CERTIFICATION OF RESPONSIBLE CONTRACTOR STATUS

| GENERAL INFORMATION                          |                                      |                                      |                                        |
|----------------------------------------------|--------------------------------------|--------------------------------------|----------------------------------------|
| Company Name _____                           |                                      |                                      |                                        |
| Address _____                                | City _____                           | State _____                          | Zip _____                              |
| Telephone Number (    ) _____                | Fax Number (    ) _____              |                                      |                                        |
| Ownership Structure (Please check one)       |                                      |                                      |                                        |
| <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> Partnership | <input type="checkbox"/> Corporation | <input type="checkbox"/> Joint Venture |
| Other _____                                  |                                      |                                      |                                        |
| Description of Service(s) Provided: _____    |                                      |                                      |                                        |

| RESPONSIBLE CONTRACTOR STATUS (Refer to definitions on reverse.)                                   |
|----------------------------------------------------------------------------------------------------|
| Please check one of the following definitions to describe your company:                            |
| 1. <input type="checkbox"/> Meets all Responsible Contractor requirements                          |
| 2. <input type="checkbox"/> Meets none of the Responsible Contractor requirements                  |
| 3. <input type="checkbox"/> Meets certain of the Responsible Contractor requirements               |
| If you have checked box 3, please provide explanation below (attach additional pages if necessary) |
| Explanation: _____                                                                                 |
| _____                                                                                              |
| _____                                                                                              |
| _____                                                                                              |
| _____                                                                                              |

| OWNER'S CERTIFICATION OF RESPONSIBLE CONTRACTOR STATUS                                                                                                                                                                                                                                                                       |             |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|
| On behalf of the above-named company, the undersigned certifies that the information and responses provided herein are true, complete and accurate as of this date, and he/she is aware that any intentionally misrepresented or falsified information may result in disqualification from future contracting opportunities. |             |
| Signature _____                                                                                                                                                                                                                                                                                                              | Date _____  |
| Name (please print) _____                                                                                                                                                                                                                                                                                                    | Title _____ |

This form was prepared for use in compliance with the Responsible Contractor Policy.  
Any contractor or subcontractor with a minimum contract size of \$25,000 should complete this form.

**INTRODUCTION:** Ownership has a deep interest in the condition of workers employed by ownership and its advisors. Ownership, through the Responsible Contractor Policy, supports and encourages fair wages and fair benefits for workers employed by its contractors, subject to fiduciary principles concerning duties of loyalty and prudence, both of which further require competitive returns on the ownership's real estate investments.

**DEFINITIONS:**

**Responsible Contractor:** A contractor who: (1) has the appropriate experience, reputation, employee relations, responsiveness, fees and dependability to perform the required work; and (2) provides workers a fair compensation and fair benefits, as evidenced by payroll and employee records, for the required work, based on market conditions.

**US Cellular Plaza  
Insurance Requirements**

|                                                                                | GRADE A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | GRADE B                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | GRADE C                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|--------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>VENDOR CLASSIFICATIONS</b>                                                  | <ul style="list-style-type: none"> <li>Asbestos Removal<sup>(1)</sup></li> <li>Boiler Repair/Maintenance</li> <li>Carpentry Outside – 3+ Stories</li> <li>Chemical Sales &amp; Service</li> <li>Construction/ Demolition/ Excavation – see General Contractor</li> <li>Crane Inspection &amp; Repair</li> <li>Crane Rental Service</li> <li>Elevator / Escalator</li> <li>Explosive Delivery</li> <li>General Contractors (see below for GL requirements)</li> <li>Lagoon Dredging</li> <li>Lift Truck</li> <li>Painting – 3 Stories and Over</li> <li>Roofing Contractor</li> <li>Scaffolding Contractor</li> <li>Waste Disposal – Regulated<sup>(1)</sup></li> <li>Welding Supply Delivery &amp; Service</li> </ul> | <ul style="list-style-type: none"> <li>Air Compressor Service</li> <li>Architects &amp; Engineers<sup>(2)</sup></li> <li>Carpentry Inside or &lt; 3 stories</li> <li>Chemical &amp; Water Tank Cleaning &amp; Inspection</li> <li>Central Station Alarm Monitor</li> <li>Door Repair</li> <li>Janitorial Service</li> <li>Electrical Contractor</li> <li>Gutter Contractor</li> <li>HVAC</li> <li>Insulation Installation</li> <li>Lighting Repair</li> <li>Painting – Under 3 stories</li> <li>Paving/ Concrete Work</li> <li>Pest Control Services</li> <li>Plumbing Contractor</li> <li>Security Guard &amp; Patrol Service</li> <li>Sheet Metal Work</li> <li>Tile Flooring Contractor</li> <li>Waste Hauling &amp; Waste Paper Delivery (unregulated)</li> <li>Water Pump Repair</li> <li>Well Pump Inspection</li> <li>Window Cleaning &gt; 2 stories</li> </ul> | <ul style="list-style-type: none"> <li>Barricade Construction</li> <li>Delivery Companies</li> <li>Lawn Care &amp; Landscaping (use Grade B if available)</li> <li>Office Equipment Repair</li> <li>Parking - Snow Removal, Sweeper</li> <li>Parking Service with/ without Valet</li> <li>Uniform Service</li> <li>Vending Machine Contractor</li> <li>Window Cleaning up to 2 Stories</li> <li>Pressure Washer</li> <li>Surveyor<sup>(3)</sup></li> <li>Telephone Repair (Grade A if outdoor lines)</li> </ul> |
| <b>REQUIRED INSURANCE COVERAGE</b>                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| • General Liability – including Contractual Liability and Completed Operations | \$1,000,000 Each Occurrence<br>\$2,000,000 Aggregate                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | \$1,000,000 Each Occurrence<br>\$2,000,000 Aggregate                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | \$1,000,000 Each Occurrence<br>\$2,000,000 Aggregate                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| • Automobile Liability – including Hired and Non-Owned Vehicles                | \$2,000,000 Combined Single Limit for Bodily Injury & Property Damage                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | \$1,000,000 Combined Single Limit for Bodily Injury & Property Damage                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | \$ 500,000 Combined Single Limit for Bodily Injury & Property Damage                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| • Workers' Compensation                                                        | Statutory Limits for the State(s) in which the work is performed                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Statutory Limits for the State(s) in which the work is performed                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Statutory Limits for the State(s) in which the work is performed                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| • Employers Liability                                                          | \$1,000,000 Each Accident<br>\$1,000,000 Each Employee – Disease<br>\$1,000,000 Policy Limit - Disease                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | \$ 500,000 Each Accident<br>\$ 500,000 Each Employee – Disease<br>\$ 500,000 Policy Limit - Disease                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | \$ 100,000 Each Accident<br>\$ 100,000 Each Employee – Disease<br>\$ 100,000 Policy Limit - Disease                                                                                                                                                                                                                                                                                                                                                                                                             |
| • <sup>(1)</sup> Environmental Liability                                       | \$5,000,000 Each Occurrence                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | \$1,000,000 Each Occurrence                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | \$1,000,000 Each Occurrence                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| • Umbrella Liability                                                           | \$5,000,000 Each Occurrence<br>\$5,000,000 Aggregate                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | \$3,000,000 Each Occurrence<br>\$3,000,000 Aggregate                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | \$1,000,000 Each Occurrence<br>\$1,000,000 Aggregate                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| • <sup>(2)</sup> Professional Liability                                        | \$1,000,000 Each Occurrence                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | \$1,000,000 Each Occurrence                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | \$1,000,000 Each Occurrence                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |

C-924630v5

Revised 11/09  
Falcon Form Service Contract

| GENERAL REQUIREMENTS FOR ALL INSURANCE |                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|----------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A                                      | Owner's Agent (Colliers International Asset & Property Management Services), Owner (FCA Fund Chicago II, LLC, FCA-III & FCA Partners, LLC) and Lender (Mass Mutual Financial Group) are named as Additional Insured on a primary basis under the General policy. General Liability insurance shall be provided on an ISO Commercial General Liability form without any additional limiting or exclusionary endorsements amending the terms contained therein. |
| B                                      | Limits required for General, Auto or Employers Liability can be met with higher Umbrella Liability limits.                                                                                                                                                                                                                                                                                                                                                    |
| C                                      | A Waiver of Subrogation is to be provided to Owners Agent and Owner for GL, Auto Liability and Workers' Compensation.                                                                                                                                                                                                                                                                                                                                         |
| D                                      | Certificate Holders should be in the name of the Owner FCA Fund Chicago II, LLC                                                                                                                                                                                                                                                                                                                                                                               |
| E                                      | Certificate must evidence 30 days written notice of cancellation or non-renewal in coverage with words "endeavor to" deleted.                                                                                                                                                                                                                                                                                                                                 |
| F                                      | Original certificate of Insurance (Acord form) to be delivered to Owner's Agent prior to commencement of any work or service.                                                                                                                                                                                                                                                                                                                                 |
| G                                      | Vendor required to pay all deductibles or self-insured retentions carried under these policies of insurance.                                                                                                                                                                                                                                                                                                                                                  |

| GENERAL CONTRACTOR GENERAL LIABILITY LIMIT REQUIREMENTS |                |                |               |
|---------------------------------------------------------|----------------|----------------|---------------|
| Exposure                                                | Type           | No. of Stories | Min. Amount   |
| Office                                                  | Metropolitan   | 1 to 24        | \$50,000,000  |
|                                                         |                | 25 to 39       | \$100,000,000 |
|                                                         |                | 40 to 100      | \$200,000,000 |
|                                                         | Suburban*      | Less than 8    | \$10,000,000  |
|                                                         |                | 8 or more      | \$25,000,000  |
| Retail                                                  | Mall           | All            | \$25,000,000  |
|                                                         | Strip Centers* | All            | \$10,000,000  |

\*However, as respects demolition, required minimums shall be no less than \$25,000,000, or amount shown above, whichever is greater.

The certificate holder should read as follows:

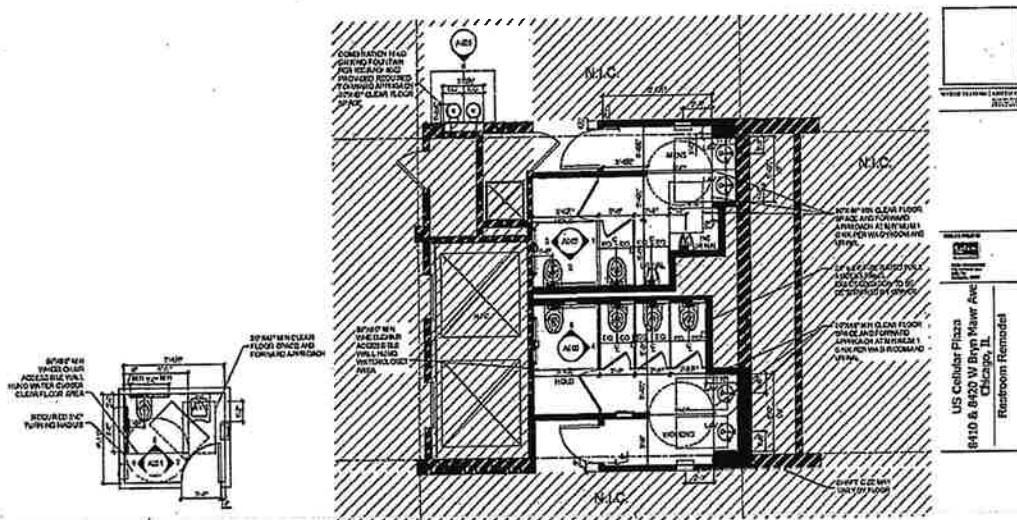
FCA Fund Chicago II, LLC  
c/o Colliers International  
8420 W. Bryn Mawr Ave.  
Chicago, IL 60631

C-924630-3

Revision 11/08  
Falcon Form Service Contract

EXHIBIT O  
RESTROOM WORK PLANS

|                                                                                                                                                                                                                                                            |                                                |                                                                                                                                                                                |                                                         |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------|
| <p><b>US CELLULAR</b><br/>1st-11th Floor 8410 W Bryn Mawr Ave<br/>4th-9th Floor 8420 W Bryn Mawr Ave<br/>Chicago, Illinois</p> <p><b>Interior Multi-Floor Restroom Remodel and Installation</b></p> <p>SET/ISSUE DATES:<br/>1. ISSUE TO CLIENT 07.2010</p> |                                                | <p><b>DRIVING SYMBOLS</b></p>                                                                                                                                                  | <p><b>SITE LOCATION</b></p>                             |
|                                                                                                                                                                                                                                                            |                                                | <p><b>BASE MATERIAL LEGEND</b></p>                                                                                                                                             |                                                         |
| <p><b>2ND-11TH FLOOR AND 4TH FLOOR TYPICAL FLOOR PLAN</b></p>                                                                                                                                                                                              |                                                | <p><b>PROJECT INFORMATION</b></p> <p>Project Name: US Cellular Plaza<br/>Address: 8410 &amp; 8420 W Bryn Mawr Ave<br/>City: Chicago, IL<br/>Project Type: Restroom Remodel</p> |                                                         |
| <p><b>NO ALTERNATES</b></p>                                                                                                                                                                                                                                | <p><b>SIGNATURE OF MECHANICAL ENGINEER</b></p> | <p><b>PLUMBING COMPLIANCE STATEMENT</b></p>                                                                                                                                    | <p><b>SIGNATURE OF ARCHITECT</b></p> <p><b>A001</b></p> |



2 TYPICAL UNISEX ACCESSIBLE RESTROOM  
Scale: 1/2"=1'-0"

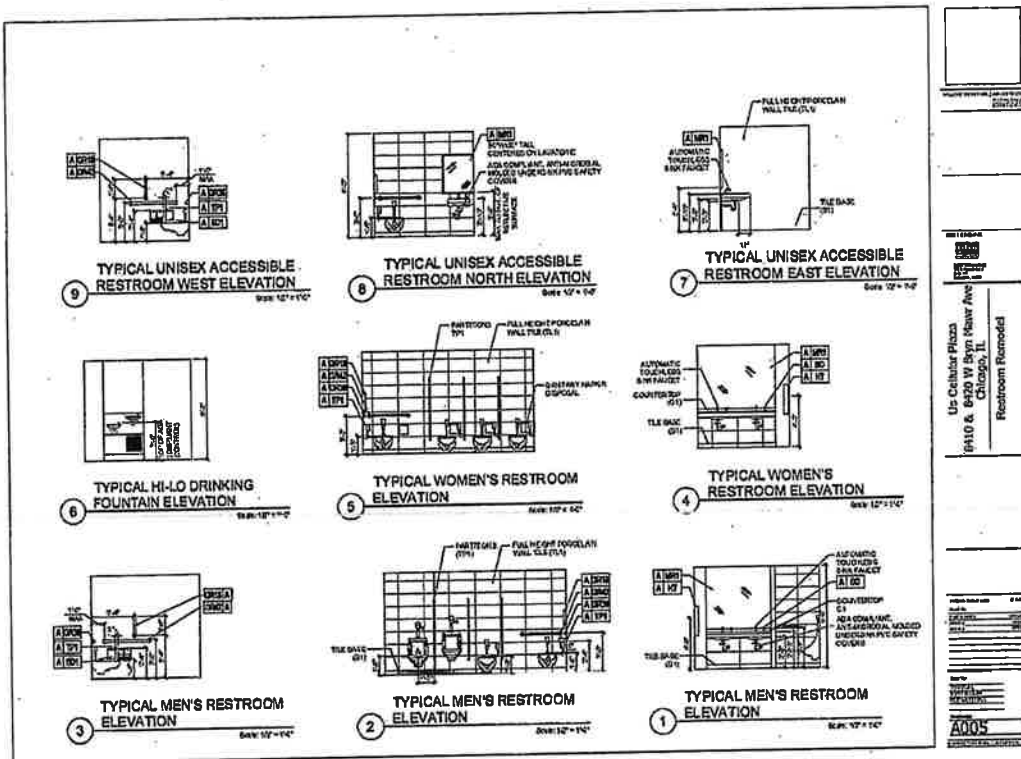
1 TYPICAL RESTROOM ENLARGED FLOOR PLAN  
Scale: 1/2"=1'-0"

| TOILET ACCESSORY AND SPECIALTY SPECIFICATIONS |                   |          |      | GENERAL NOTES                                         |  | WALL LEGEND   |               |
|-----------------------------------------------|-------------------|----------|------|-------------------------------------------------------|--|---------------|---------------|
| ITEM                                          | DESCRIPTION       | QUANTITY | UNIT | NOTES                                                 |  |               |               |
| 1                                             | WALL MOUNTED SINK | 1        | EA   | WALL MOUNTED SINK WITH 16" WIDE BOWL AND 8" DEEP SINK |  | 16" WIDE BOWL | 16" WIDE BOWL |
| 2                                             | WALL MOUNTED SINK | 1        | EA   | WALL MOUNTED SINK WITH 16" WIDE BOWL AND 8" DEEP SINK |  | 16" WIDE BOWL | 16" WIDE BOWL |
| 3                                             | WALL MOUNTED SINK | 1        | EA   | WALL MOUNTED SINK WITH 16" WIDE BOWL AND 8" DEEP SINK |  | 16" WIDE BOWL | 16" WIDE BOWL |
| 4                                             | WALL MOUNTED SINK | 1        | EA   | WALL MOUNTED SINK WITH 16" WIDE BOWL AND 8" DEEP SINK |  | 16" WIDE BOWL | 16" WIDE BOWL |
| 5                                             | WALL MOUNTED SINK | 1        | EA   | WALL MOUNTED SINK WITH 16" WIDE BOWL AND 8" DEEP SINK |  | 16" WIDE BOWL | 16" WIDE BOWL |
| 6                                             | WALL MOUNTED SINK | 1        | EA   | WALL MOUNTED SINK WITH 16" WIDE BOWL AND 8" DEEP SINK |  | 16" WIDE BOWL | 16" WIDE BOWL |
| 7                                             | WALL MOUNTED SINK | 1        | EA   | WALL MOUNTED SINK WITH 16" WIDE BOWL AND 8" DEEP SINK |  | 16" WIDE BOWL | 16" WIDE BOWL |
| 8                                             | WALL MOUNTED SINK | 1        | EA   | WALL MOUNTED SINK WITH 16" WIDE BOWL AND 8" DEEP SINK |  | 16" WIDE BOWL | 16" WIDE BOWL |
| 9                                             | WALL MOUNTED SINK | 1        | EA   | WALL MOUNTED SINK WITH 16" WIDE BOWL AND 8" DEEP SINK |  | 16" WIDE BOWL | 16" WIDE BOWL |
| 10                                            | WALL MOUNTED SINK | 1        | EA   | WALL MOUNTED SINK WITH 16" WIDE BOWL AND 8" DEEP SINK |  | 16" WIDE BOWL | 16" WIDE BOWL |

| ITEM | DESCRIPTION       | QUANTITY | UNIT |
|------|-------------------|----------|------|
| 1    | WALL MOUNTED SINK | 1        | EA   |
| 2    | WALL MOUNTED SINK | 1        | EA   |
| 3    | WALL MOUNTED SINK | 1        | EA   |
| 4    | WALL MOUNTED SINK | 1        | EA   |
| 5    | WALL MOUNTED SINK | 1        | EA   |
| 6    | WALL MOUNTED SINK | 1        | EA   |
| 7    | WALL MOUNTED SINK | 1        | EA   |
| 8    | WALL MOUNTED SINK | 1        | EA   |
| 9    | WALL MOUNTED SINK | 1        | EA   |
| 10   | WALL MOUNTED SINK | 1        | EA   |









## **EXHIBIT P**

### **WINDOW FILM WORK SPECIFICATION**

There are (2) available options for window film, per discussion with Product Rep. either option will be suitable for installation on existing bronze tinted glass. Verification and manufacturer (Madico) signoff is required prior to purchase and installation to confirm this material will be sufficient.

#### **OPTION #1:**

##### **Madico Window Film - Reflective Silver 20 – \*PDF ATTACHED\***

###### **Summary Below:**

- Reflective Silver 20 helps block solar energy and keeps you more comfortable in your home or office.
- The exterior reflectivity provides privacy and helps lower your energy costs.
- Total Solar Energy Rejection 78.0%

###### **Product Benefits**

- Cuts Glare
- Increases Privacy
- Reduces Heat Gain
- Lowers Energy Costs
- Helps Shatter Resistance
- Rejects over 99% of UV Rays
- Slows Fading of Fabrics, Flooring

#### **OPTION #2:**

##### **Madico Window Film - Reflective Silver 30 – \*PDF ATTACHED\***

###### **Summary Below:**

- Reflective Silver 30 helps block solar energy and keeps you more comfortable in your home or office.
- The exterior reflectivity provides privacy and helps lower your energy costs.
- Total Solar Energy Rejection 68.0%

###### **Product Benefits**

- Cuts Glare
- Increases Privacy
- Reduces Heat Gain
- Lowers Energy Costs
- Helps Shatter Resistance
- Rejects over 99% of UV Rays
- Slows Fading of Fabrics, Flooring

**Selected option of window film to be installed on the following:**

**Building 8410:**

- First (1<sup>st</sup>) Floor – 200 Total Windows
- (2<sup>nd</sup> through 11<sup>th</sup>) Second through Eleventh Floors – 1,100 Total Windows

**Building 8420:**

- First (1<sup>st</sup>) Floor – 176 Total Windows
- (2<sup>nd</sup> through 11<sup>th</sup>) Second through Eleventh Floors – 1,100 Total Windows

**Building 8430:**

- First (1<sup>st</sup>) Floor – 203 Total Windows
- (2<sup>nd</sup> through 11<sup>th</sup>) Second through Eleventh Floors – 1,100 Total Windows

**\*Method of preparation of existing windows and installation of selected film to be broken down by manufacture specifications for the material selected.**

## Reflective Silver 30

Reflective Silver 30 helps block solar energy and keeps you more comfortable in your home or office. The exterior reflectivity provides privacy and helps lower your energy costs.

### Product Benefits

- Cuts Glare
- Increases Privacy
- Reduces Heat Gain
- Lowers Energy Costs
- Helps Shatter Resistance
- Rejects Over 99% of UV Rays
- Slows Fading of Fabrics, Flooring

### Why Madico?

Madico window films are an elegant, practical solution for comfort, protection and natural appearance. With over 100 years of innovation, Madico is a leading provider of advanced products engineered to meet your needs. When selecting the right window film for your home or building, you can trust in our professionally installed quality products.

[www.madico.com](http://www.madico.com)



## Reflective Silver 30

### Technical Specifications

|                                |              |
|--------------------------------|--------------|
| <b>Total Solar Energy:</b>     |              |
| Transmitted %                  | 22.0         |
| Reflected %                    | 42.0         |
| Absorbed %                     | 36.0         |
| <b>Visible Light:</b>          |              |
| Transmitted %                  | 30.0         |
| Reflected Exterior %           | 43.0         |
| Reflected Interior %           | 42.0         |
| Glare Reduction %              | 67.0         |
| Solar Heat Gain Coefficient    | 0.32         |
| Shading Coefficient            | 0.37         |
| Luminous Efficacy              | 0.82         |
| Total Solar Energy Rejection % | 68.0         |
| Infrared Rejection %*          | 88.0         |
| U Factor                       | 0.92         |
| Emissivity                     | 0.62         |
| Ultraviolet Rejection %        | Exceeds 99.0 |

\* Near IR range (780-2500nm)  
Technical specification definitions can be found at  
[www.madico.com](http://www.madico.com)

Read in accordance with National Fenestration Rating Council (NFRC) standards on 3mm clear glass.

### Reflective Silver 30 Performance on Installed Windows as Certified by the National Fenestration Rating Council (NFRC)

| Type             | Default Glazing Reference                 | SHGC Without Film | SHGC With Film | VLT Without Film | VLT With Film | U Factor |
|------------------|-------------------------------------------|-------------------|----------------|------------------|---------------|----------|
| Residential      | 3 mm (1/8 in.) clear                      | 0.72              | 0.28           | 0.74             | 0.24          | 0.98     |
| Residential*     | 3 mm (1/8 in.) clear 3 mm (1/8 in.) clear | 0.64              | 0.34           | 0.67             | 0.23          | 0.67     |
| Non Residential  | 6 mm (1/4 in.) clear                      | 0.73              | 0.30           | 0.78             | 0.26          | 0.91     |
| Non Residential  | 6 mm (1/4 in.) grey                       | 0.52              | 0.30           | 0.39             | 0.13          | 0.91     |
| Non Residential* | 6 mm (1/4 in.) clear 6 mm (1/4 in.) clear | 0.63              | 0.37           | 0.69             | 0.24          | 0.56     |
| Non Residential* | 6 mm (1/4 in.) grey 6 mm (1/4 in.) clear  | 0.41              | 0.27           | 0.35             | 0.12          | 0.56     |

\* Dual pane window

#### Specification Use Statement

Reported values are typical properties and should not be used as a specification, since the user is aware of the specific conditions in which the product is to be used, it is the user's responsibility to determine whether the product is suitable for intended use. If you need verification regarding specific use or additional information, please contact Madico Window Films or your local Madico Authorized Dealer.

## **WINDOW BLIND WORK SPECIFICATION**

[illegible]

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# SWFcontract™

## SWFCONTRACT

### THE SWFCONTRACT LINE OF BALI ALUMINUM HORIZONTAL BLINDS INCLUDES...

#### BALI S3000™ 1" ALUMINUM HORIZONTAL BLINDS

The Bali S3000 delivers state-of-the-art features and performance.

- 1" x 1 1/2" integrated head rail system features a gentle curved profile that blends seamlessly with the slat pack, providing a clean aesthetic from top to bottom
- Hidden, top-loading bracket system eliminates box-style brackets, providing an uninterrupted view of the headrail while mounting the blind closer to the installation surface to virtually eliminate light leakage at the top of the headrail
- Light blocking lip on the back side of the headrail works in conjunction with the top slat to create a light barrier when the slats are tilted in the down position
- Optional Hidden Holes™ feature offers additional privacy and light control; cord holes are placed on the back edge of slats and are concealed when slats are tilted in the down position
- Cordless lift option eliminates standard operating cords, providing a child-safe solution that exceeds current industry standards

#### BALI CLASSICS™ 1" ALUMINUM HORIZONTAL BLINDS

An industry standard for over 40 years, Bali Classics blinds deliver outstanding performance and proven reliability. They can be configured in myriad special shapes, as well as incline and skylight applications.

- 1" x 1 1/2" rectangular steel headrail
- Disengaging clutch and crash-proof cord lock
- Slat thickness and ladder spacing options
- Optional top lock cord lock enhances the exterior appearance of a building; blinds will be uniformly down when in use, but can be raised to the top locking position for window cleaning
- Optional tilt limiter control the amount of slat closure—admitting daylight, allowing air to circulate, and preventing heat build-up

#### BALI CUSTOMISER™ 1" ALUMINUM HORIZONTAL BLINDS

Customiser blinds are manufactured with the same high quality components used in all Bali Aluminum Blinds.

- 1" x 1 1/2" slim profile steel headrail
- Disengaging clutch and crash-proof cord lock
- Optional top lock cord lock enhances the exterior appearance of a building; blinds will be uniformly down when in use, but can be raised to the top locking position for window cleaning
- Optional tilt limiters control the amount of slat closure—admitting daylight, allowing air to circulate, and preventing heat build-up

Visit [swfcontract.com](http://swfcontract.com) to find complete specifications for these products and all of our other commercial window treatments.



Call 800-327-9798 or email [architectsolutions@swfcontract.com](mailto:architectsolutions@swfcontract.com)



CHARLES A. SAMMONS CANCER CENTER AT BAYLOR UNIVERSITY MEDICAL CENTER  
Bali S3000 with Hidden Holes



COOL SPRINGS III  
Bali Classics



3 WATERWAY SQUARE  
Bali Customiser

SPRINGS WINDOW FASHIONS

The First Experience Compares to None

21-0587-00 (1/24/4) 141294

## **EXHIBIT R**

### **BACKBONE WORK SPECIFICATION**

#### **FIRE ALARM NOTIFICATION BACKBONE:**

Landlord, at its own expense, will engineer and extend the existing fire alarm system to create a common vertical backbone riser. The backbone riser will include the necessary equipment required to power Tenant's newly installed notification devices as required by the current building code. Tenant will have the ability to tie into this riser on a floor-by-floor basis at its own expense.

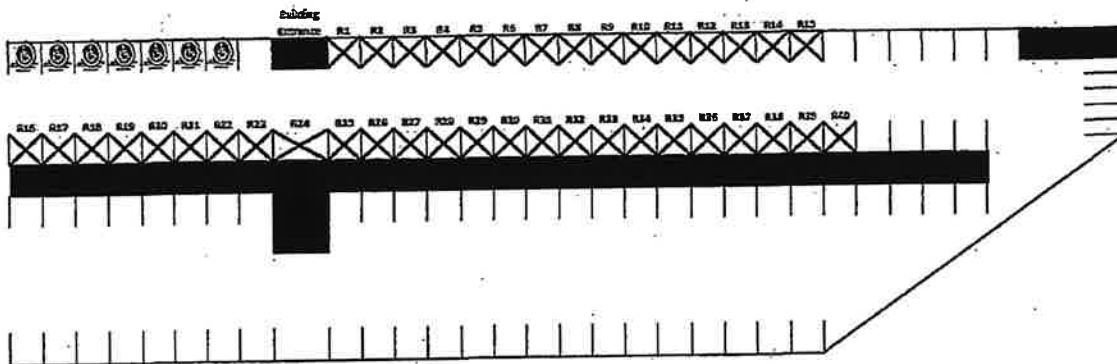
#### **BUILDING AUTOMATION BACKBONE:**

Landlord, at its own expense, will engineer and extend the existing building automation system network to create a common vertical backbone riser. The backbone riser will include the necessary network wiring that will allow for Tenant's installation of new Direct Digital Controls to all new and existing VAV boxes. Tenant will have the ability to tie into this riser on a floor-by-floor basis at its own expense.

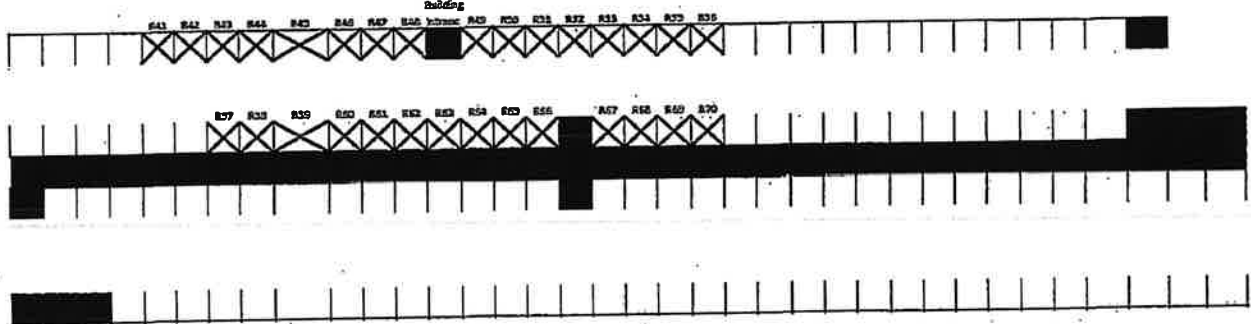
**EXHIBIT S**

**RESERVED PARKING SPACES AND TENANT VISITOR PARKING SPACES**

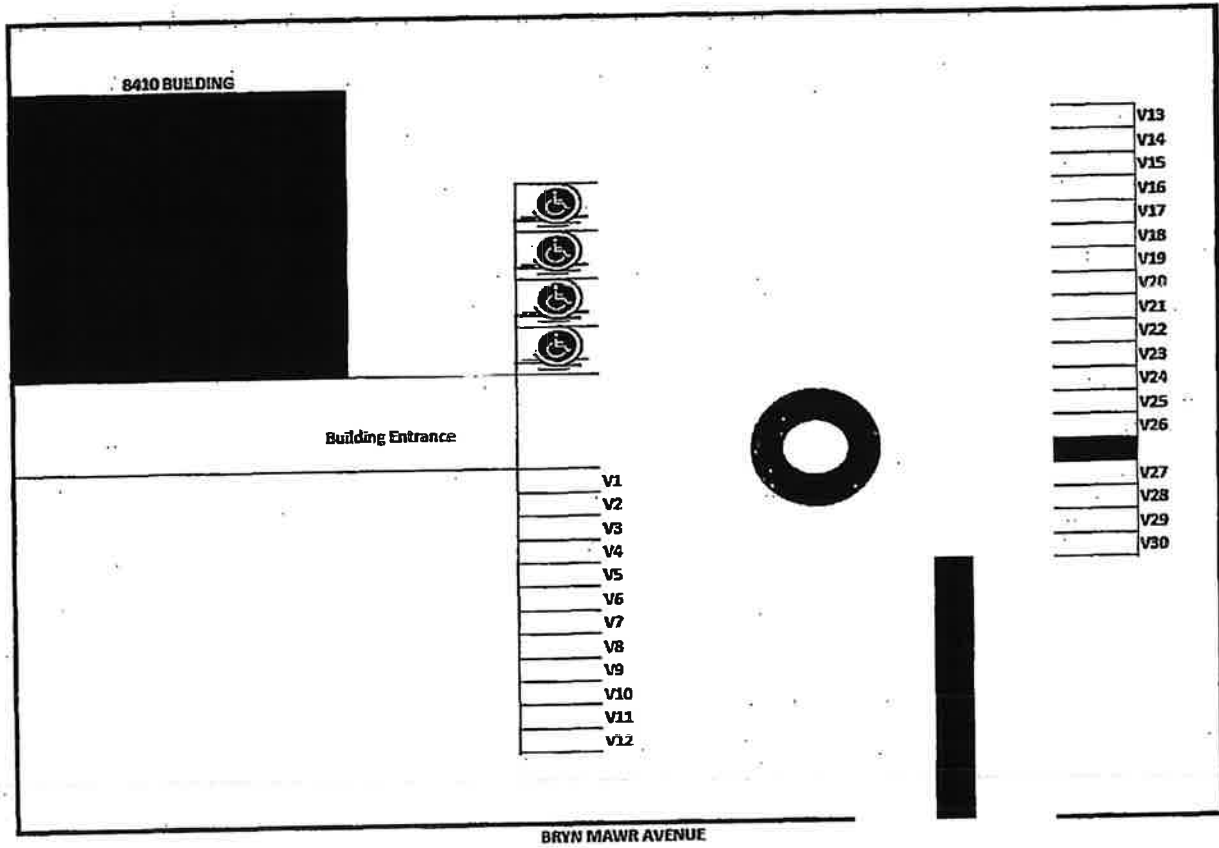
**U.S. CELLULAR RESERVED PARKING  
8410 BUILDING 1ST FLOOR PARKING GARAGE**



**8420 BUILDING 1ST FLOOR PARKING GARAGE**



U.S. Cellular Visitor Reserved Parking



**FIRST AMENDMENT TO  
SECOND AMENDED AND RESTATED OFFICE LEASE**

THIS FIRST AMENDMENT TO SECOND AMENDED AND RESTATED OFFICE LEASE (this "**Amendment**") is made and entered into as of September 15, 2017 (the "**Effective Date**"), by and between FCA FUND CHICAGO II, LLC, a Delaware limited liability company ("**Landlord**"), and USCC SERVICES, LLC, a Delaware limited liability company ("**Tenant**").

RECITALS:

A. Landlord and Tenant have heretofore entered into that certain Second Amended and Restated Office Lease dated as of April 1, 2016 (the "**Lease**"), for certain premises (collectively, the "**Premises**") currently consisting of (i) the entirety of Floors 1 through 11, inclusive, deemed to comprise 212,428 rentable square feet in the aggregate, located in the building commonly known as 8410 West Bryn Mawr Avenue, Chicago, Illinois (the "**8410 Building**"), and (ii) the entirety of Floors 4 through 9, inclusive, deemed to comprise 119,369 rentable square feet in the aggregate, located in the building commonly known as 8420 West Bryn Mawr Avenue, Chicago, Illinois (the "**8420 Building**"), which 8410 Building and 8420 Building are part of the property known as U.S. Cellular Plaza (the "**Complex**"), including the buildings and the land located at 8410-8430 West Bryn Mawr Avenue, Chicago, Illinois, for a term (the "**Term**") currently expiring on October 31, 2028.

B. Landlord and Tenant desire to modify certain of Landlord's construction obligations under Section 37.01 (Landlord Premises Work) and Section 37.02 (Landlord Non-Premises Work) of the Lease with respect to certain portions of the Landlord Premises Work and the Landlord Non-Premises Work, respectively.

C. Landlord and Tenant also desire to modify certain of Tenant's construction obligations under the Work Letter attached to the Lease.

D. Landlord and Tenant also desire to establish and confirm certain other matters with respect to the Lease, and to further amend the Lease, all on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant do hereby covenant and agree that the Lease shall be and hereby is modified as follows:

1. **Restroom Work Modifications.** Pursuant to Subsection 37.01.A.1 of the Lease, Landlord is required to install as part of the Landlord Premises Work the Restroom Work in both the Expansion Premises and the Existing Premises in substantial accordance with the Restroom Work Plans attached as Exhibit Q (Restroom Work Plans) to the Lease. Landlord and Tenant hereby agree that (a) the Restroom Work for the Expansion Premises is completed, and (b) the Restroom Work for the Existing Premises (as modified by this Paragraph 1) shall be completed no later than December 31, 2017, subject in all events to Force Majeure Events and Tenant Delay. Notwithstanding anything herein or in the Lease to the contrary, the Restroom Work in the Existing Premises shall be constructed in accordance with the plans attached as Exhibit Q (Restroom Work Plans - Rev. 08/17) hereto and incorporated herein (the "**Revised Restroom Work Plans**"), which Revised Restroom Work Plans have heretofore been reviewed and approved by each of Landlord and Tenant. The parties agree that all contractors', architects', and other third parties' costs and any other costs of creation of the Revised Restroom Work Plans shall be paid by Landlord. In the event Tenant desires any modification of the Revised Restroom

Work Plans, Tenant shall submit a request for such modification ("**Tenant Specified Modifications**") to Landlord in writing. Landlord shall permit such Tenant Specified Modifications in its reasonable discretion, provided that Tenant shall pay the cost of any Tenant Specified Modifications to the extent that the cost of such Tenant Specified Modifications exceeds the cost that would have been incurred for the substitute Building-standard items so reflected on the Revised Restroom Work Plans (which cost difference may, at Tenant's option, be subject to, and reimbursed from, the TI Allowance). To the extent additional construction, materials, contractor, labor, or other costs arise in connection with the completion of the Restroom Work (excluding costs resulting from Tenant Specified Modifications), such costs shall be paid by Landlord.

2. **Backbone Work Modifications.** Pursuant to Subsection 37.01.A.4 of the Lease, Landlord is required to install the Backbone Work in the Existing Premises in substantial accordance with the Backbone Work Specification attached as Exhibit R (Backbone Work Specification) to the Lease. Based upon Tenant's election to forego installation of the HVAC Diffuser Work (as more specifically described in Paragraph 6 below), and notwithstanding anything herein or in the Lease to the contrary:

(i) Landlord's obligation to install the Backbone Work as set forth in the Lease with respect to the Existing Premises shall be and is hereby modified to provide that the Backbone Work described in the Lease with respect to the Existing Premise shall consist of installation of NAC panels for the life safety portion and Cat5 cable up the vertical riser (HVAC) within the Existing Premises, which work shall constitute Landlord's complete and final obligation with respect to the Backbone Work in the Existing Premises; and

(ii) The date by which Landlord shall be required to substantially complete the Backbone Work in the Existing Premises shall be and is hereby established and confirmed as August 31, 2017 with respect to Floors 1 and 2 of the Existing Premises, and November 30, 2017 with respect to Floors 3 through 11, inclusive, of the Existing Premises, subject in all events (and in each case) to Force Majeure Events and Tenant Delay (provided, however, in no event shall Landlord construct, or be required to construct, such Backbone Work on more than two (2) full floors of the Existing Premises simultaneously). Tenant shall reasonably cooperate with Landlord to ensure the timely completion of the Backbone Work in the Existing Premises as aforesaid.

3. **First Floor Link Work.** Pursuant to Subsection 37.02.A.5 of the Lease, Landlord is required to install as part of the Landlord Non-Premises Work the Lobby Elevator Work in accordance with a Lobby Elevator Work Specification to be prepared by Landlord. Landlord has since determined, and has heretofore advised Tenant, that, in lieu of such Lobby Elevator Work, Landlord will construct and install a first-floor link between the 8410 Building and the 8420 Building, and a first-floor link between the 8420 Building and the 8430 Building (collectively, the "**First Floor Link**", and together with the construction and installation thereof, collectively, the "**First Floor Link Work**"), as set forth in the plans attached as Exhibit A hereto and incorporated herein (the "**First Floor Link Work Specification**"). Tenant has heretofore reviewed and approved such First Floor Link Work and First Floor Link Work Specification and hereby agrees that the First Floor Link Work shall be performed by Landlord in lieu of such Lobby Elevator Work. In furtherance of the foregoing, and notwithstanding anything herein or in the Lease to the contrary:

(i) Landlord shall construct the First Floor Link in substantial accordance with the First Floor Link Work Specification, and otherwise in accordance with the terms and provisions of Section 37.02 (Landlord Non-Premises Work) of the Lease, and Landlord represents to Tenant

that Landlord has obtained all governmental licenses, permits, or other authorizations required to complete the First Floor Link Work;

(ii) Effective as of the Effective Date hereof, (A) all references to the "Lobby Elevator Work" set forth in the Lease or in the Work Letter shall be deemed to mean and refer to the "First Floor Link Work", and (B) all references to "Lobby Elevator Work Specification" set forth in the Lease or the Work Letter shall be deemed to mean and refer to the "First Floor Link Work Specification";

(iii) Notwithstanding anything herein or in the Lease to the contrary, it is hereby acknowledged, understood, and agreed that the First Floor Link Work shall not be deemed to (A) materially and adversely interfere with Tenant's use of, or access to, the Premises under the Lease (provided, however, Landlord agrees that, during the performance of the First Floor Link Work, Landlord shall use all commercially reasonable efforts to ensure that Tenant shall have pedestrian access (including wheelchair access) to the front entry of the 8410 Building and the 8420 Building during Normal Business Hours), or (B) diminish Tenant's parking rights under Article 27 of the Lease in any material respect; and

(iv) Landlord's obligation to substantially complete the First Floor Link Work shall be and is hereby extended from August 1, 2017 to November 30, 2017, subject in all events to Force Majeure Events and Tenant Delay.

4. **Garage Lighting Work.** Pursuant to Subsection 37.02.A.4 of the Lease, Landlord is required to install as part of the Landlord Non-Premises Work the Garage Lighting Work in accordance with a Garage Lighting Work Specification to be prepared by Landlord. Landlord has since determined, and has heretofore advised Tenant, that, based on Landlord's construction of the First Floor Link Work as provided under Paragraph 3 above, the Garage Lighting Work is no longer necessary or practicable. Based on Tenant's review and approval of the First Floor Link Work and First Floor Link Work Specification as hereinabove provided, Tenant hereby agrees that the Garage Lighting Work is no longer necessary or practicable. In furtherance of the foregoing, and notwithstanding anything herein or in the Lease to the contrary:

(i) Landlord's obligation to install the Garage Lighting Work as set forth in the Lease shall be and is hereby excused, Tenant hereby irrevocable waives any right or interest in or to the Garage Lighting Work, Landlord shall have no further liability or responsibility therefor, and no Landlord Default shall arise, and no Tenant remedies may be exercised, as a result of any failure or refusal of Landlord to install all or any portion of such Garage Lighting Work; and

(ii) Effective as of the Effective Date hereof, (A) Subsection 37.02.A.4 of the Lease shall be and is hereby amended by deleting it in its entirety, (B) all references in the Lease or the Work Letter to the "Garage Lighting Work" shall be and are hereby amended by deleting them in their entirety, and (C) all references in the Lease or the Work Letter to the "Garage Lighting Work Specification" shall be and are hereby amended by deleting them in their entirety.

5. **Landlord Premises Work and Landlord Non-Premises Work.** Notwithstanding anything herein or in the Lease to the contrary, and without limitation of the terms and provisions of Paragraph 3 and Paragraph 4 above, it is hereby acknowledged, understood, and agreed that: (i) the date by which Landlord is obligated to substantially complete the Window Film Work under Subsection 37.01.A.2 of the Lease with respect to Floors 1 through 11, inclusive, of the Existing Premises and Floors 4 through 9, inclusive, of the Expansion Premises shall be and is hereby established and confirmed as November 30, 2017, subject in all events to Force Majeure Events and Tenant Delay; (ii) the date by

which Landlord is obligated to substantially complete the Window Blind Work under Subsection 37.01.A.3 of the Lease with respect to Floors 1 through 11, inclusive, of the Existing Premises and Floors 4 through 9, inclusive, of the Expansion Premises shall be and is hereby established and confirmed as November 30, 2017, subject in all events to Force Majeure Events and Tenant Delay; (iii) Landlord's obligation to substantially complete the 8420 Building Improvement Work under Subsection 37.02.A.1 of the Lease shall be and is hereby extended from August 1, 2017 to August 31, 2017, subject in all events to Force Majeure Events and Tenant Delay; (iv) Landlord's obligation to substantially complete the Exterior Landscaping Work under Subsection 37.02.A.2 of the Lease shall be and is hereby extended from August 1, 2017 to November 30, 2017, subject in all events to Force Majeure Events and Tenant Delay; and (v) Landlord's obligation to substantially complete the Connector Window Film Work under Subsection 37.02.A.3 of the Lease shall be and is hereby extended from August 1, 2017 to November 30, 2017, subject in all events to Force Majeure Events and Tenant Delay.

6. **HVAC Diffuser Work.** Pursuant to Subsection 1.b of the Work Letter, Tenant is required to install certain HVAC Diffuser Work along the perimeters of each floor throughout the Premises, all as more specifically described therein. Tenant has since determined, and has heretofore advised Landlord, that, in lieu of such HVAC Diffuser Work, Tenant plans on interlocking the baseboard heat with new VAV box distribution, installing DDC controls (as appropriate), and installing related improvements (collectively, the "Alternate HVAC Diffuser Work"). Landlord has heretofore conditionally approved the Alternate HVAC Diffuser Work in concept, subject to the following:

(i) Such Alternate HVAC Diffuser Work shall be and remain subject to the applicable terms and provisions of the Lease and the Work Letter, including, without limitation, Landlord's approval of all Plans therefor, which approval shall be in accordance with the applicable terms and provisions of the Work Letter;

(ii) The HVAC Diffuser Allowance set forth in the Lease shall be and remain available for application towards that portion of the Alternate HVAC Diffuser Work to be constructed and installed by Tenant in the 8410 Building, but shall otherwise be and remain subject to the applicable terms and provisions of the Lease and the Work Letter, including, without limitation, Subsection IV.b of the Work Letter, and Tenant shall be and remain responsible for all costs of the Alternate HVAC Diffuser Work in excess of the HVAC Diffuser Allowance;

(iii) Notwithstanding anything herein or in the Lease to the contrary, and irrespective of Tenant's construction and installation of the Alternate HVAC Diffuser Work as contemplated hereunder, Landlord's failure to meet the HVAC Specifications set forth in the Lease with respect to those portions of the Premises within which the HVAC Diffuser Work (as opposed to the Alternate HVAC Diffuser Work) has not been so completed by Tenant shall not be deemed a breach or default by Landlord under the Lease to the extent that such failure is caused by or results from Tenant's failure to so complete the HVAC Diffuser Work (as opposed to the Alternate HVAC Diffuser Work) therein as provided thereunder, it being acknowledged, understood, and agreed that the HVAC Specifications set forth in the Lease were based upon, and assumed, completion of the HVAC Diffuser Work (as opposed to the Alternate HVAC Diffuser Work) in the Premises;

(iv) Effective as of the Effective Date hereof, (A) Subsection IV.b.ii of the Work Letter shall be and is hereby amended by deleting it in its entirety, and (B) all references to the "HVAC Diffuser Work" set forth in the Lease or in the Work Letter shall be deemed to mean and refer to the "Alternate HVAC Diffuser Work"; and

(v) Subject to Paragraph 8 hereof, the Alternate HVAC Work shall be completed by Tenant in accordance with, and shall otherwise be and remain subject to, the terms and provisions of the Lease and the Work Letter.

7. **Tenant IDF Lines.** Subject to, and without limitation of, the applicable terms and provisions of the Lease, including, without limitation, Article 39 (Riser Space) thereof, it is specifically acknowledged, understood, and agreed that Tenant shall be permitted to install, run, and maintain, at Tenant's sole risk, cost, and expense, two (2) three-inch (3") cores with two-inch (2") pipes (the "**Tenant IDF Lines**") through the existing electrical/telephone closets within the 8420 Building for the purpose of running power from the 8420 Building's main electrical vault to the IDF rooms in the Premises. The Tenant IDF Lines shall (i) be installed, run, maintained, repaired, and replaced, as needed, by or at the direction of Tenant and at Tenant's sole risk, cost, and expense (it being specifically acknowledged, understood, and agreed that Landlord shall have no liability or responsibility whatsoever for the installation, maintenance, repair, and/or replacement of any such Tenant IDF Lines), (ii) be installed by Tenant as part of the TI and shall be and remain subject to the applicable terms and provisions of the Work Letter, including, without limitation, Landlord's reasonable approval thereof, and (iii) be and remain subject to the terms and conditions of this Lease and the reasonable rules and regulations applicable to the use thereof, and access thereto, as may be prescribed from time to time by Landlord.

8. **Allowance Application Deadline.** Notwithstanding anything herein or in the Lease to the contrary, the Allowance Application Deadline under Subsection IV.d.iii of the Work Letter shall be and is hereby extended from December 31, 2019 to December 31, 2022.

9. **Confirmation of Certain Lease Matters.** Effective as of the Effective Date hereof, it is hereby acknowledged and agreed as follows with respect to the Lease:

A. Landlord has heretofore substantially completed within the Expansion Premises those portions of the Landlord Premises Work consisting of the Restroom Work and the Backbone Work in accordance with the applicable terms and provisions of the Lease, and Tenant hereby accepts such Restroom Work and Backbone Work in the Expansion Premises as so completed by Landlord.

B. Tenant has inspected the Expansion Premises and affirms that Landlord has substantially completed the Restroom Work and the Backbone Work within the Expansion Premises and that such Restroom Work and Backbone Work is acceptable in all respects and has been satisfactorily completed by Landlord in accordance with the terms and provisions of the Lease.

C. The Turnover Date under Subsection 2.03.B of the Lease is hereby established and confirmed as September 27, 2016 (being the one hundred eightieth (180th) day following the Date of this Lease).

D. As a result of the substantial completion of the Restroom Work and the Backbone Work within the Expansion Premises as hereinabove confirmed, the terms and provisions of Subsection 2.03.D of the Lease shall be of no further force or effect.

E. Nothing contained herein shall be deemed to modify or otherwise amend Landlord's obligations to perform the other components of the Landlord Premises Work (excluding the Restroom Work and the Backbone Work within the Expansion Premises) or the Landlord Non-Premises Work, all in accordance with the applicable terms and provisions of the Lease, as amended hereby.

F. Landlord has heretofore approved (i) with respect to that portion of the Premises located in the 8420 Building, those certain construction drawings prepared by Whitney Architects captioned "Interior

Renovation of Floors 4 through 9" and issued for construction on April 17, 2017, and (ii) with respect to that portion of the Premises located in the 8410 Building, those certain construction drawings prepared by Whitney Architects captioned "Partial Interior Renovation of Floors 1 through 11" and issued for construction on May 17, 2017 (collectively, the "**Approved Plans**"). True and correct copies of the coversheets for such Approved Plans are attached as Exhibit B hereto and incorporated herein.

10. **Other Terms.** All terms and conditions of the Lease now or hereafter in effect shall continue to apply to the Premises, except as expressly provided to the contrary herein. Capitalized terms not otherwise defined herein shall have the meaning specified therefor in the Lease.

11. **Full Force.** Except as expressly amended hereby, all terms and provisions of the Lease shall remain in full force and effect and are hereby ratified and confirmed.

12. **Real Estate Brokers.** Tenant represents and warrants to Landlord that Tenant has not dealt with any broker, agent, or finder in connection with this Amendment, other than Landlord's broker, Colliers Bennett & Kahnweiler LLC d/b/a Colliers International ("**Colliers**"), and Tenant agrees to indemnify, defend, and hold Landlord, Landlord's property manager, and their respective principals, partners, members, officers, employees, agents, contractors, affiliates, successors, and assigns harmless from and against any and all claims, damages, judgments, liens, proceedings, liabilities, costs, and expenses (including, without limitation, courts costs and reasonable attorneys' fees) arising from any claims or demands of any broker, agent, or finder, other than Colliers, with whom Tenant has dealt or is alleged to have dealt for any commission or fee due or alleged to be due in connection with this Amendment. Landlord represents and warrants to Tenant that Landlord has not dealt with any broker, agent, or finder in connection with this Amendment, other than Colliers, and Landlord agrees to indemnify, defend, and hold Tenant and Tenant's principals, partners, members, officers, employees, agents, contractors, affiliates, successors, and assigns harmless from and against any and all claims, damages, judgments, liens, proceedings, liabilities, costs, and expenses (including, without limitation, courts costs and reasonable attorneys' fees) arising from any claims or demands of any broker, agent, or finder, other than Colliers, with whom Landlord has dealt or is alleged to have dealt for any commission or fee due or alleged to be due in connection with this Amendment.

13. **Whole Amendment.** This Amendment sets forth the entire agreement between the parties with respect to the matters set forth herein. There have been no additional oral or written representations or agreements. In case of any inconsistency between the provisions of the Lease and this Amendment, the latter provisions shall govern and control. No inference in favor of or against any party should be drawn from the fact that such party drafted or participated in the drafting of this Amendment or that such provisions have been drafted on behalf of such party.

14. **Governing Law.** This Amendment shall be governed by and construed in accordance with the laws of the State of Illinois.

15. **Counterparts; Electronic Signatures.** This Amendment may be executed in counterparts, each of which shall be deemed an original, and all of which, when taken together, shall be deemed and shall constitute a single, integrated original document. Electronic, digital, and facsimile signatures to this Amendment shall be binding on the parties hereto to the same extent as original signatures hereto so long as original signatures are delivered to the other party hereto promptly thereafter.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Landlord and Tenant have duly executed this Amendment as of the Effective Date first above written.

**LANDLORD:**

FCA FUND CHICAGO II, LLC, a  
Delaware limited liability company

By: FCA-IV, LLC, a Delaware limited  
liability company, its sole member

By: FCA Partners, LLC, a North Carolina  
limited liability company, its manager

By: Edward M. Cherry  
Edward M. Cherry  
Manager

**TENANT:**

USCC SERVICES, LLC, a Delaware  
limited liability company

By: Steven T. Campbell  
Name: STEVEN T. CAMPBELL  
Title: VIC PRESIDENT

### FIRST FLOOR LINK WORK SPECIFICATION



**EXHIBIT B**  
**APPROVED PLANS**

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                                   |
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| <p><b>ARCH. SHEET INDEX</b></p> <p>1.00 - Title Sheet<br/>1.01 - General Notes<br/>1.02 - Section Notes<br/>1.03 - Detail Notes<br/>1.04 - Schedule Notes<br/>1.05 - Material Notes<br/>1.06 - Construction Notes<br/>1.07 - Finish Notes<br/>1.08 - Equipment Notes<br/>1.09 - Structural Notes<br/>1.10 - Mechanical Notes<br/>1.11 - Electrical Notes<br/>1.12 - Plumbing Notes<br/>1.13 - Fire Protection Notes<br/>1.14 - Life Safety Notes<br/>1.15 - Other Notes</p>           | <p><b>ENGINEERING SHEET INDEX</b></p> <p>2.00 - General Notes<br/>2.01 - Section Notes<br/>2.02 - Detail Notes<br/>2.03 - Schedule Notes<br/>2.04 - Material Notes<br/>2.05 - Construction Notes<br/>2.06 - Finish Notes<br/>2.07 - Equipment Notes<br/>2.08 - Structural Notes<br/>2.09 - Mechanical Notes<br/>2.10 - Electrical Notes<br/>2.11 - Plumbing Notes<br/>2.12 - Fire Protection Notes<br/>2.13 - Life Safety Notes<br/>2.14 - Other Notes</p> | <p><b>SECURITY SHEET INDEX</b></p> <p>3.00 - General Notes<br/>3.01 - Section Notes<br/>3.02 - Detail Notes<br/>3.03 - Schedule Notes<br/>3.04 - Material Notes<br/>3.05 - Construction Notes<br/>3.06 - Finish Notes<br/>3.07 - Equipment Notes<br/>3.08 - Structural Notes<br/>3.09 - Mechanical Notes<br/>3.10 - Electrical Notes<br/>3.11 - Plumbing Notes<br/>3.12 - Fire Protection Notes<br/>3.13 - Life Safety Notes<br/>3.14 - Other Notes</p>   | <div data-bbox="370 436 586 989">  <p><b>U.S. Cellular</b><br/>8420 W. BRYN MAWR AVE<br/>CHICAGO, IL 60631</p> </div> <div data-bbox="607 422 688 947"> <p><b>INTERIOR RENOVATION OF FLOORS<br/>4 THROUGH 9</b></p> </div>                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                                   |
| <p><b>ENGINEERING SHEET INDEX / AUDIO VISUAL SHEET INDEX</b></p> <p>4.00 - General Notes<br/>4.01 - Section Notes<br/>4.02 - Detail Notes<br/>4.03 - Schedule Notes<br/>4.04 - Material Notes<br/>4.05 - Construction Notes<br/>4.06 - Finish Notes<br/>4.07 - Equipment Notes<br/>4.08 - Structural Notes<br/>4.09 - Mechanical Notes<br/>4.10 - Electrical Notes<br/>4.11 - Plumbing Notes<br/>4.12 - Fire Protection Notes<br/>4.13 - Life Safety Notes<br/>4.14 - Other Notes</p> | <p><b>ARCHITECT</b></p> <p><b>WHITNEY</b><br/>ARCHITECT, INC.<br/>3000 N. Lincoln Ave. Suite 200<br/>Chicago, IL 60641<br/>Tel: (773) 344-1111<br/>Fax: (773) 344-1112<br/>www.whitneyarch.com</p>                                                                                                                                                                                                                                                         | <p><b>ENERGY CODE COMPLIANCE</b></p> <p>5.00 - General Notes<br/>5.01 - Section Notes<br/>5.02 - Detail Notes<br/>5.03 - Schedule Notes<br/>5.04 - Material Notes<br/>5.05 - Construction Notes<br/>5.06 - Finish Notes<br/>5.07 - Equipment Notes<br/>5.08 - Structural Notes<br/>5.09 - Mechanical Notes<br/>5.10 - Electrical Notes<br/>5.11 - Plumbing Notes<br/>5.12 - Fire Protection Notes<br/>5.13 - Life Safety Notes<br/>5.14 - Other Notes</p> | <p><b>ARCHITECTURAL SEAL</b></p> <p>6.00 - General Notes<br/>6.01 - Section Notes<br/>6.02 - Detail Notes<br/>6.03 - Schedule Notes<br/>6.04 - Material Notes<br/>6.05 - Construction Notes<br/>6.06 - Finish Notes<br/>6.07 - Equipment Notes<br/>6.08 - Structural Notes<br/>6.09 - Mechanical Notes<br/>6.10 - Electrical Notes<br/>6.11 - Plumbing Notes<br/>6.12 - Fire Protection Notes<br/>6.13 - Life Safety Notes<br/>6.14 - Other Notes</p> | <p><b>PROJECT DESCRIPTION</b></p> <p>INTERIOR RENOVATION OF FLOORS 4 THROUGH 9, FOR OFFICE, TELEPHONE ROOMS, AND OTHER PURPOSES. THE PROJECT INCLUDES THE REMOVAL OF EXISTING FLOORING AND THE INSTALLATION OF NEW FLOORING, PARTITION WALLS, AND CEILING. THE PROJECT ALSO INCLUDES THE INSTALLATION OF NEW LIGHTING, HVAC, AND ELECTRICAL SYSTEMS. THE PROJECT IS SCHEDULED TO BE COMPLETED BY THE END OF 2011.</p> | <p><b>ISSUE DATES</b></p> <p>7.00 - General Notes<br/>7.01 - Section Notes<br/>7.02 - Detail Notes<br/>7.03 - Schedule Notes<br/>7.04 - Material Notes<br/>7.05 - Construction Notes<br/>7.06 - Finish Notes<br/>7.07 - Equipment Notes<br/>7.08 - Structural Notes<br/>7.09 - Mechanical Notes<br/>7.10 - Electrical Notes<br/>7.11 - Plumbing Notes<br/>7.12 - Fire Protection Notes<br/>7.13 - Life Safety Notes<br/>7.14 - Other Notes</p> | <p><b>SITE PLAN</b></p> <p>8.00 - General Notes<br/>8.01 - Section Notes<br/>8.02 - Detail Notes<br/>8.03 - Schedule Notes<br/>8.04 - Material Notes<br/>8.05 - Construction Notes<br/>8.06 - Finish Notes<br/>8.07 - Equipment Notes<br/>8.08 - Structural Notes<br/>8.09 - Mechanical Notes<br/>8.10 - Electrical Notes<br/>8.11 - Plumbing Notes<br/>8.12 - Fire Protection Notes<br/>8.13 - Life Safety Notes<br/>8.14 - Other Notes</p> |                                                                                                                                                                                                   |
| <p><b>GENERAL CONTRACTOR</b></p> <p><b>CLUNE</b><br/>CLUNE CONTRACTING, INC.<br/>100 S. Wacker Drive, Suite 2000<br/>Chicago, IL 60606<br/>Tel: (312) 467-3311<br/>Fax: (312) 467-3312<br/>www.clunecorp.com</p>                                                                                                                                                                                                                                                                      | <p><b>ENGINEER</b></p> <p><b>WMA CONSULTING ENGINEERS, LLC</b><br/>811 S. Wacker Drive, Suite 2000<br/>Chicago, IL 60606<br/>Tel: (312) 467-3311<br/>Fax: (312) 467-3312<br/>www.wmaconsulting.com</p>                                                                                                                                                                                                                                                     | <p><b>PROJECT MANAGER</b></p> <p><b>COLLIER INTERNATIONAL</b><br/>2001 Wacker Drive, Suite 2000<br/>Chicago, IL 60606<br/>Tel: (312) 467-3311<br/>Fax: (312) 467-3312<br/>www.collierintl.com</p>                                                                                                                                                                                                                                                         | <p><b>SECURITY CONTRACTOR</b></p> <p><b>SECURITY</b><br/>SECURITY SYSTEMS, INC.<br/>100 S. Wacker Drive, Suite 2000<br/>Chicago, IL 60606<br/>Tel: (312) 467-3311<br/>Fax: (312) 467-3312<br/>www.securitysystems.com</p>                                                                                                                                                                                                                             | <p><b>AUDIO VISUAL CONSULTANT</b></p> <p><b>AVI SYSTEMS</b><br/>AVI SYSTEMS, INC.<br/>100 S. Wacker Drive, Suite 2000<br/>Chicago, IL 60606<br/>Tel: (312) 467-3311<br/>Fax: (312) 467-3312<br/>www.avi.com</p>                                                                                                                                                                                                       | <p><b>GENERAL CONTRACTOR</b></p> <p><b>CLUNE</b><br/>CLUNE CONTRACTING, INC.<br/>100 S. Wacker Drive, Suite 2000<br/>Chicago, IL 60606<br/>Tel: (312) 467-3311<br/>Fax: (312) 467-3312<br/>www.clunecorp.com</p>                                                                                                                                                                                                                               | <p><b>ENGINEER</b></p> <p><b>WMA CONSULTING ENGINEERS, LLC</b><br/>811 S. Wacker Drive, Suite 2000<br/>Chicago, IL 60606<br/>Tel: (312) 467-3311<br/>Fax: (312) 467-3312<br/>www.wmaconsulting.com</p>                                                                                                                                                                                                                                       | <p><b>PROJECT MANAGER</b></p> <p><b>COLLIER INTERNATIONAL</b><br/>2001 Wacker Drive, Suite 2000<br/>Chicago, IL 60606<br/>Tel: (312) 467-3311<br/>Fax: (312) 467-3312<br/>www.collierintl.com</p> |

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| <b>ARCH. SHEET INDEX</b><br>001 - General Notes<br>002 - Section 0100<br>003 - Section 0200<br>004 - Section 0300<br>005 - Section 0400<br>006 - Section 0500<br>007 - Section 0600<br>008 - Section 0700<br>009 - Section 0800<br>010 - Section 0900<br>011 - Section 1000<br>012 - Section 1100<br>013 - Section 1200<br>014 - Section 1300<br>015 - Section 1400<br>016 - Section 1500<br>017 - Section 1600<br>018 - Section 1700<br>019 - Section 1800<br>020 - Section 1900<br>021 - Section 2000<br>022 - Section 2100<br>023 - Section 2200<br>024 - Section 2300<br>025 - Section 2400<br>026 - Section 2500<br>027 - Section 2600<br>028 - Section 2700<br>029 - Section 2800<br>030 - Section 2900<br>031 - Section 3000<br>032 - Section 3100<br>033 - Section 3200<br>034 - Section 3300<br>035 - Section 3400<br>036 - Section 3500<br>037 - Section 3600<br>038 - Section 3700<br>039 - Section 3800<br>040 - Section 3900<br>041 - Section 4000<br>042 - Section 4100<br>043 - Section 4200<br>044 - Section 4300<br>045 - Section 4400<br>046 - Section 4500<br>047 - Section 4600<br>048 - Section 4700<br>049 - Section 4800<br>050 - Section 4900<br>051 - Section 5000<br>052 - Section 5100<br>053 - Section 5200<br>054 - Section 5300<br>055 - Section 5400<br>056 - Section 5500<br>057 - Section 5600<br>058 - Section 5700<br>059 - Section 5800<br>060 - Section 5900<br>061 - Section 6000<br>062 - Section 6100<br>063 - Section 6200<br>064 - Section 6300<br>065 - Section 6400<br>066 - Section 6500<br>067 - Section 6600<br>068 - Section 6700<br>069 - Section 6800<br>070 - Section 6900<br>071 - Section 7000<br>072 - Section 7100<br>073 - Section 7200<br>074 - Section 7300<br>075 - Section 7400<br>076 - Section 7500<br>077 - Section 7600<br>078 - Section 7700<br>079 - Section 7800<br>080 - Section 7900<br>081 - Section 8000<br>082 - Section 8100<br>083 - Section 8200<br>084 - Section 8300<br>085 - Section 8400<br>086 - Section 8500<br>087 - Section 8600<br>088 - Section 8700<br>089 - Section 8800<br>090 - Section 8900<br>091 - Section 9000<br>092 - Section 9100<br>093 - Section 9200<br>094 - Section 9300<br>095 - Section 9400<br>096 - Section 9500<br>097 - Section 9600<br>098 - Section 9700<br>099 - Section 9800<br>100 - Section 9900 | <b>ENGINEER SHEET INDEX</b><br>101 - General Notes<br>102 - Section 0100<br>103 - Section 0200<br>104 - Section 0300<br>105 - Section 0400<br>106 - Section 0500<br>107 - Section 0600<br>108 - Section 0700<br>109 - Section 0800<br>110 - Section 0900<br>111 - Section 1000<br>112 - Section 1100<br>113 - Section 1200<br>114 - Section 1300<br>115 - Section 1400<br>116 - Section 1500<br>117 - Section 1600<br>118 - Section 1700<br>119 - Section 1800<br>120 - Section 1900<br>121 - Section 2000<br>122 - Section 2100<br>123 - Section 2200<br>124 - Section 2300<br>125 - Section 2400<br>126 - Section 2500<br>127 - Section 2600<br>128 - Section 2700<br>129 - Section 2800<br>130 - Section 2900<br>131 - Section 3000<br>132 - Section 3100<br>133 - Section 3200<br>134 - Section 3300<br>135 - Section 3400<br>136 - Section 3500<br>137 - Section 3600<br>138 - Section 3700<br>139 - Section 3800<br>140 - Section 3900<br>141 - Section 4000<br>142 - Section 4100<br>143 - Section 4200<br>144 - Section 4300<br>145 - Section 4400<br>146 - Section 4500<br>147 - Section 4600<br>148 - Section 4700<br>149 - Section 4800<br>150 - Section 4900<br>151 - Section 5000<br>152 - Section 5100<br>153 - Section 5200<br>154 - Section 5300<br>155 - Section 5400<br>156 - Section 5500<br>157 - Section 5600<br>158 - Section 5700<br>159 - Section 5800<br>160 - Section 5900<br>161 - Section 6000<br>162 - Section 6100<br>163 - Section 6200<br>164 - Section 6300<br>165 - Section 6400<br>166 - Section 6500<br>167 - Section 6600<br>168 - Section 6700<br>169 - Section 6800<br>170 - Section 6900<br>171 - Section 7000<br>172 - Section 7100<br>173 - Section 7200<br>174 - Section 7300<br>175 - Section 7400<br>176 - Section 7500<br>177 - Section 7600<br>178 - Section 7700<br>179 - Section 7800<br>180 - Section 7900<br>181 - Section 8000<br>182 - Section 8100<br>183 - Section 8200<br>184 - Section 8300<br>185 - Section 8400<br>186 - Section 8500<br>187 - Section 8600<br>188 - Section 8700<br>189 - Section 8800<br>190 - Section 8900<br>191 - Section 9000<br>192 - Section 9100<br>193 - Section 9200<br>194 - Section 9300<br>195 - Section 9400<br>196 - Section 9500<br>197 - Section 9600<br>198 - Section 9700<br>199 - Section 9800<br>200 - Section 9900 | <b>ENGINEER SHEET INDEX</b><br>201 - General Notes<br>202 - Section 0100<br>203 - Section 0200<br>204 - Section 0300<br>205 - Section 0400<br>206 - Section 0500<br>207 - Section 0600<br>208 - Section 0700<br>209 - Section 0800<br>210 - Section 0900<br>211 - Section 1000<br>212 - Section 1100<br>213 - Section 1200<br>214 - Section 1300<br>215 - Section 1400<br>216 - Section 1500<br>217 - Section 1600<br>218 - Section 1700<br>219 - Section 1800<br>220 - Section 1900<br>221 - Section 2000<br>222 - Section 2100<br>223 - Section 2200<br>224 - Section 2300<br>225 - Section 2400<br>226 - Section 2500<br>227 - Section 2600<br>228 - Section 2700<br>229 - Section 2800<br>230 - Section 2900<br>231 - Section 3000<br>232 - Section 3100<br>233 - Section 3200<br>234 - Section 3300<br>235 - Section 3400<br>236 - Section 3500<br>237 - Section 3600<br>238 - Section 3700<br>239 - Section 3800<br>240 - Section 3900<br>241 - Section 4000<br>242 - Section 4100<br>243 - Section 4200<br>244 - Section 4300<br>245 - Section 4400<br>246 - Section 4500<br>247 - Section 4600<br>248 - Section 4700<br>249 - Section 4800<br>250 - Section 4900<br>251 - Section 5000<br>252 - Section 5100<br>253 - Section 5200<br>254 - Section 5300<br>255 - Section 5400<br>256 - Section 5500<br>257 - Section 5600<br>258 - Section 5700<br>259 - Section 5800<br>260 - Section 5900<br>261 - Section 6000<br>262 - Section 6100<br>263 - Section 6200<br>264 - Section 6300<br>265 - Section 6400<br>266 - Section 6500<br>267 - Section 6600<br>268 - Section 6700<br>269 - Section 6800<br>270 - Section 6900<br>271 - Section 7000<br>272 - Section 7100<br>273 - Section 7200<br>274 - Section 7300<br>275 - Section 7400<br>276 - Section 7500<br>277 - Section 7600<br>278 - Section 7700<br>279 - Section 7800<br>280 - Section 7900<br>281 - Section 8000<br>282 - Section 8100<br>283 - Section 8200<br>284 - Section 8300<br>285 - Section 8400<br>286 - Section 8500<br>287 - Section 8600<br>288 - Section 8700<br>289 - Section 8800<br>290 - Section 8900<br>291 - Section 9000<br>292 - Section 9100<br>293 - Section 9200<br>294 - Section 9300<br>295 - Section 9400<br>296 - Section 9500<br>297 - Section 9600<br>298 - Section 9700<br>299 - Section 9800<br>300 - Section 9900 | <b>ENGINEER SHEET INDEX</b><br>301 - General Notes<br>302 - Section 0100<br>303 - Section 0200<br>304 - Section 0300<br>305 - Section 0400<br>306 - Section 0500<br>307 - Section 0600<br>308 - Section 0700<br>309 - Section 0800<br>310 - Section 0900<br>311 - Section 1000<br>312 - Section 1100<br>313 - Section 1200<br>314 - Section 1300<br>315 - Section 1400<br>316 - Section 1500<br>317 - Section 1600<br>318 - Section 1700<br>319 - Section 1800<br>320 - Section 1900<br>321 - Section 2000<br>322 - Section 2100<br>323 - Section 2200<br>324 - Section 2300<br>325 - Section 2400<br>326 - Section 2500<br>327 - Section 2600<br>328 - Section 2700<br>329 - Section 2800<br>330 - Section 2900<br>331 - Section 3000<br>332 - Section 3100<br>333 - Section 3200<br>334 - Section 3300<br>335 - Section 3400<br>336 - Section 3500<br>337 - Section 3600<br>338 - Section 3700<br>339 - Section 3800<br>340 - Section 3900<br>341 - Section 4000<br>342 - Section 4100<br>343 - Section 4200<br>344 - Section 4300<br>345 - Section 4400<br>346 - Section 4500<br>347 - Section 4600<br>348 - Section 4700<br>349 - Section 4800<br>350 - Section 4900<br>351 - Section 5000<br>352 - Section 5100<br>353 - Section 5200<br>354 - Section 5300<br>355 - Section 5400<br>356 - Section 5500<br>357 - Section 5600<br>358 - Section 5700<br>359 - Section 5800<br>360 - Section 5900<br>361 - Section 6000<br>362 - Section 6100<br>363 - Section 6200<br>364 - Section 6300<br>365 - Section 6400<br>366 - Section 6500<br>367 - Section 6600<br>368 - Section 6700<br>369 - Section 6800<br>370 - Section 6900<br>371 - Section 7000<br>372 - Section 7100<br>373 - Section 7200<br>374 - Section 7300<br>375 - Section 7400<br>376 - Section 7500<br>377 - Section 7600<br>378 - Section 7700<br>379 - Section 7800<br>380 - Section 7900<br>381 - Section 8000<br>382 - Section 8100<br>383 - Section 8200<br>384 - Section 8300<br>385 - Section 8400<br>386 - Section 8500<br>387 - Section 8600<br>388 - Section 8700<br>389 - Section 8800<br>390 - Section 8900<br>391 - Section 9000<br>392 - Section 9100<br>393 - Section 9200<br>394 - Section 9300<br>395 - Section 9400<br>396 - Section 9500<br>397 - Section 9600<br>398 - Section 9700<br>399 - Section 9800<br>400 - Section 9900 | <b>ARCHITECT</b><br><b>WHITNEY</b><br>ARCHITECT, INC.<br>1000 N. LAKE STREET<br>CHICAGO, IL 60610<br>TEL: 312.467.1111<br>FAX: 312.467.1112<br>WWW.WHITNEYARCHITECT.COM | <b>ENERGY CODE COMPLIANCE</b><br>[Blank] | <b>ARCHITECTURAL SEAL</b><br>[Blank] | <b>ISSUE DATES</b><br>1. 10/1/2011<br>2. 10/1/2011<br>3. 10/1/2011<br>4. 10/1/2011<br>5. 10/1/2011<br>6. 10/1/2011<br>7. 10/1/2011<br>8. 10/1/2011<br>9. 10/1/2011<br>10. 10/1/2011 | <b>PROJECT DESCRIPTION</b><br>PARTIAL INTERIOR RENOVATION OF 11 FLOORS FOR OFFICE USE, INCLUDING RECEPTION AREA, CONFERENCE ROOMS, AND BREAK ROOMS. THE PROJECT WILL INCLUDE THE REMOVAL OF EXISTING PARTITIONS AND THE INSTALLATION OF NEW PARTITIONS, DOORS, AND FLOORING. THE PROJECT WILL ALSO INCLUDE THE INSTALLATION OF NEW LIGHTING AND HVAC SYSTEMS. | <b>SITE PLAN</b><br>[Blank] |
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**EXHIBIT O**

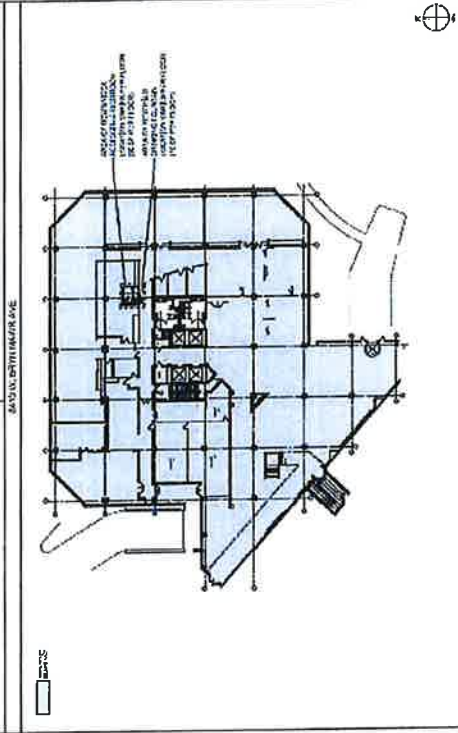
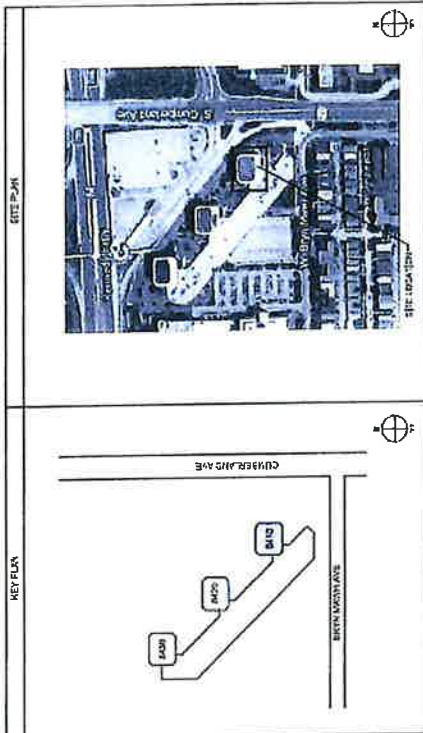
**REVISED RESTROOM WORK PLANS (Rev. 08/17)**

1st-11th Floor  
8410 W Bryn Mawr Ave  
Chicago, Illinois

**Toilet Room Remodel**  
**Revision to Permit 100701498**  
**to revise Single User Toilet Rooms**

882 Total Sq.Ft. of Work Revised

SET ISSUE DATES:  
1. ISSUE FOR PERMIT 04/20/2017  
2. REVISION TO PERMIT 10/31/2017



US Cellular Plaza  
8410 W Bryn Mawr Ave  
Chicago, IL  
Tollat Room Remodel

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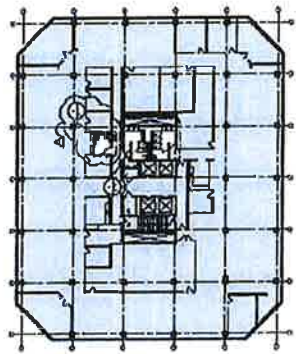




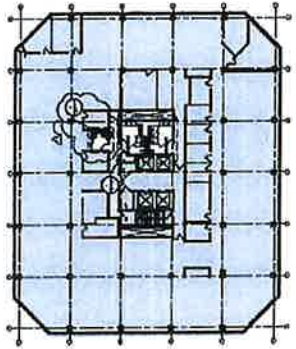
**US Cellular Plaza**  
8410 W Bryn Mawr Ave  
Chicago, IL

**Toilet Room Remodel**

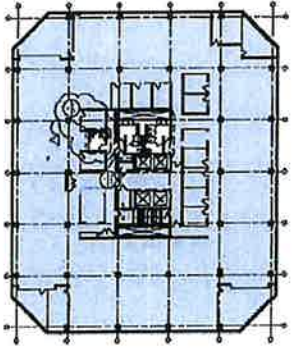
|                                                                                                                                                                                                                                                             |                                                                                                                                                                                                        |                                                                                                                                                                                                               |                                                                                                                                                                                                                            |                                      |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------|
| <p><b>PROJECT INFORMATION</b></p> <p>Project Name: US Cellular Plaza Toilet Room Remodel</p> <p>Project Number: 123456789</p> <p>Project Location: 8410 W Bryn Mawr Ave, Chicago, IL</p> <p>Project Date: 12/15/2023</p> <p>Project Status: In Progress</p> | <p><b>CLIENT INFORMATION</b></p> <p>Client Name: US Cellular</p> <p>Client Address: 8410 W Bryn Mawr Ave, Chicago, IL</p> <p>Client Phone: (773) 123-4567</p> <p>Client Email: info@uscellular.com</p> | <p><b>DESIGNER INFORMATION</b></p> <p>Designer Name: ABC Design</p> <p>Designer Address: 1234 N Dearborn Ave, Chicago, IL</p> <p>Designer Phone: (773) 987-6543</p> <p>Designer Email: info@abcdesign.com</p> | <p><b>ARCHITECT INFORMATION</b></p> <p>Architect Name: XYZ Architects</p> <p>Architect Address: 5678 S Michigan Ave, Chicago, IL</p> <p>Architect Phone: (773) 234-5678</p> <p>Architect Email: info@xyzarchitects.com</p> | <p><b>DATE</b></p> <p>12/15/2023</p> |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------|



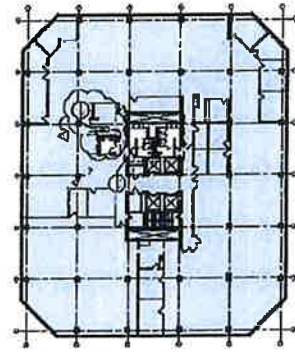
1ST FLOOR LOCATION PLAN



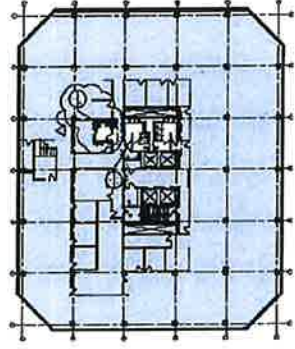
2ND FLOOR LOCATION PLAN



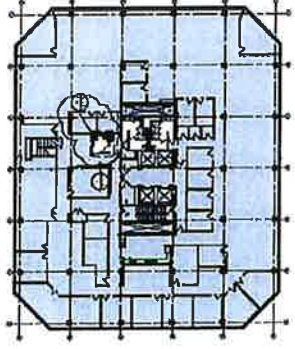
3RD FLOOR LOCATION PLAN



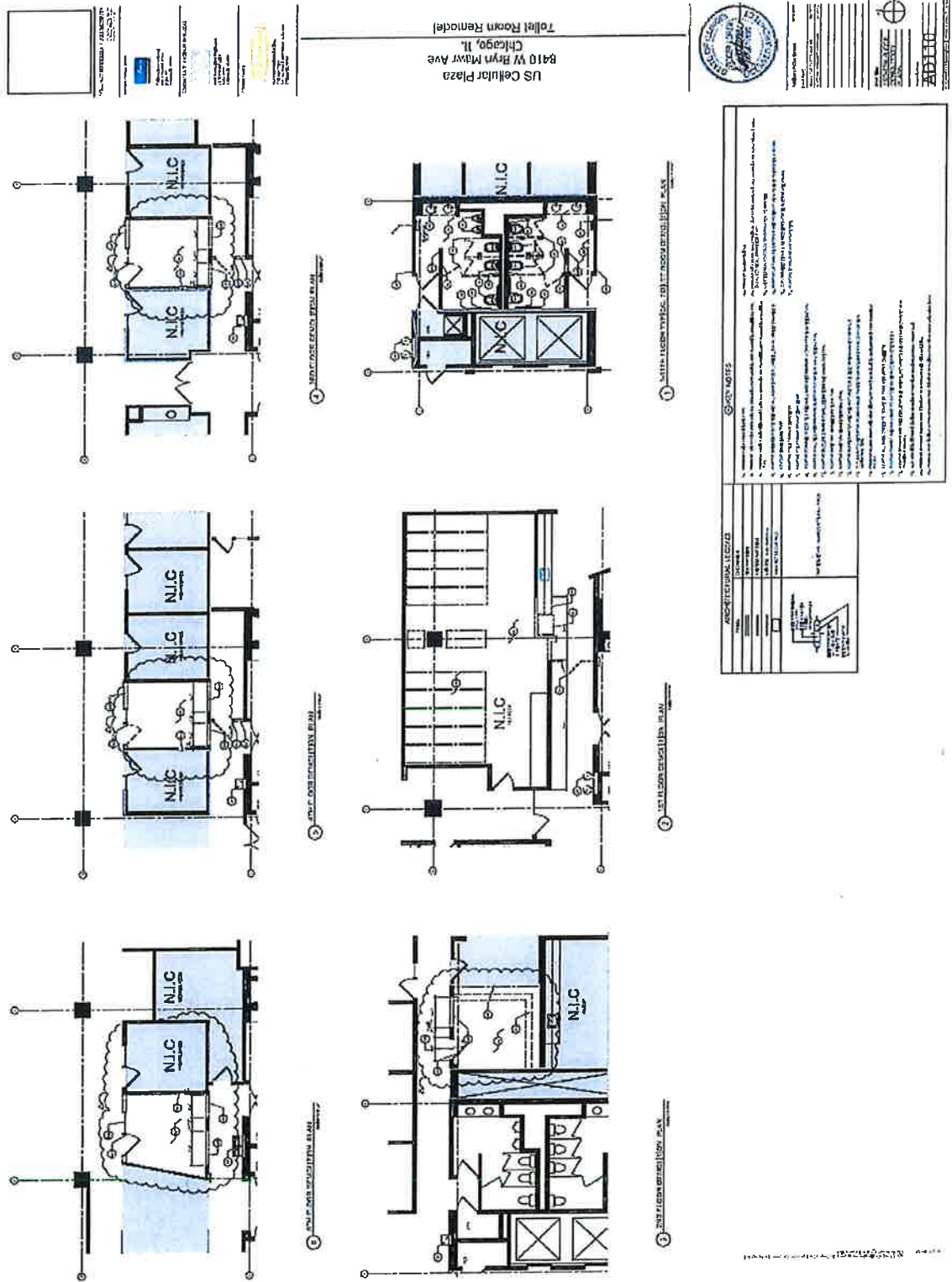
4TH FLOOR LOCATION PLAN



5TH FLOOR LOCATION PLAN



6TH FLOOR LOCATION PLAN



The floor plan shows a large rectangular building labeled 'N.I.C. building' at the top. Below it is a smaller rectangular building labeled 'N.I.C. building'. To the right of these buildings is a large, irregularly shaped area labeled 'N.I.C. building' with a scalloped border. The plan includes various rooms, corridors, and a central area labeled 'N.I.C. building'.

**QUESTION**

11TH FLOOR DEMOLITION  
PLAN

**US Cellular Plaza**  
8410 W Bryn Mawr Ave  
Chicago, IL

**Toilet Room Remodel**

**Legend:**

- Existing
- Proposed
- Removal
- Structural
- MEP
- Finishes
- Partitions
- Windows
- Doors
- Stairs
- Elevators
- Escalators
- Roofs
- Basement
- Attic
- Garage
- Driveway
- Parking
- Landscaping
- Site
- Other

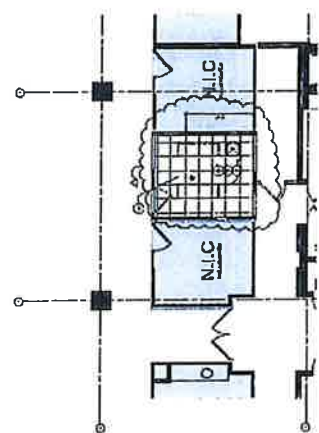
US Cellular Plaza  
8410 W Bryn Mawr Ave  
Chicago, IL

**US Cellular Plaza**  
8410 W Bryn Mawr Ave  
Chicago, IL

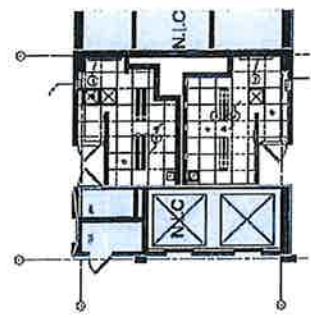
**Toilet Room Remodel**

**Legend:**

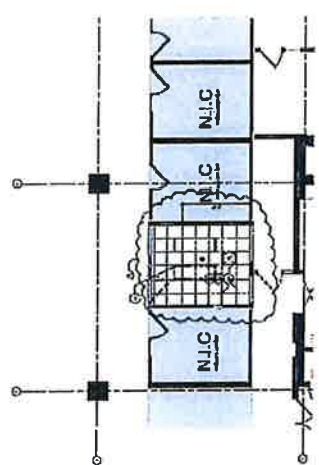
- Existing
- Proposed
- Removal
- Structural
- MEP
- Finishes
- Partitions
- Windows
- Doors
- Stairs
- Elevators
- Escalators
- Roofs
- Basement
- Attic
- Garage
- Driveway
- Parking
- Landscaping
- Site
- Other



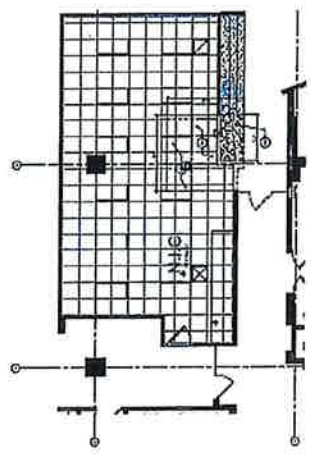
1. EXISTING TOILET ROOM



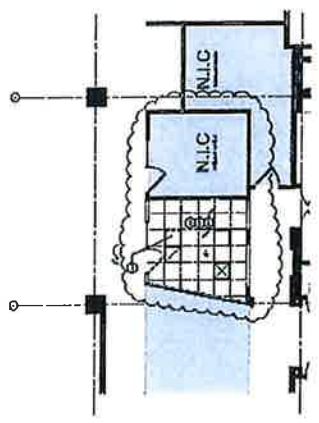
2. EXISTING TOILET ROOM



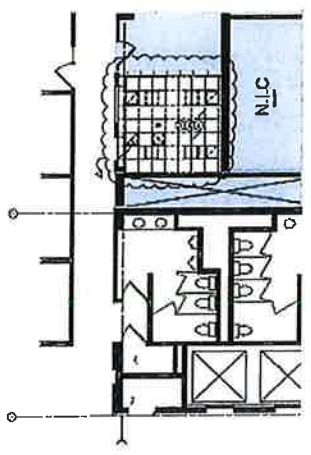
3. EXISTING TOILET ROOM



4. EXISTING TOILET ROOM



5. EXISTING TOILET ROOM



6. EXISTING TOILET ROOM

**US Cellular Plaza**  
8410 W Bryn Mawr Ave  
Chicago, IL

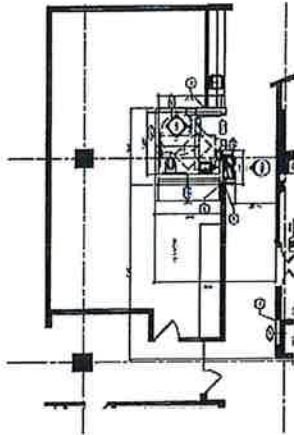
**Toilet Room Remodel**

**Legend:**

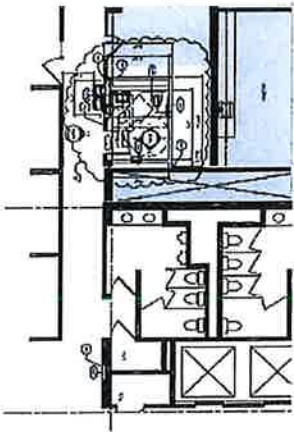
- Existing
- Proposed
- Removal
- Structural
- MEP
- Finishes
- Partitions
- Windows
- Doors
- Stairs
- Elevators
- Escalators
- Roofs
- Basement
- Attic
- Garage
- Driveway
- Parking
- Landscaping
- Site
- Other



1. FROM THE NATIONAL ARCHIVES, COLLEGE PARK, MARYLAND

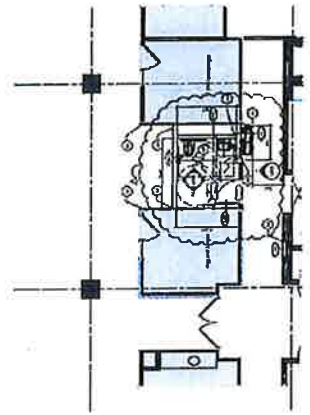


2 THE FLOOR PLAN

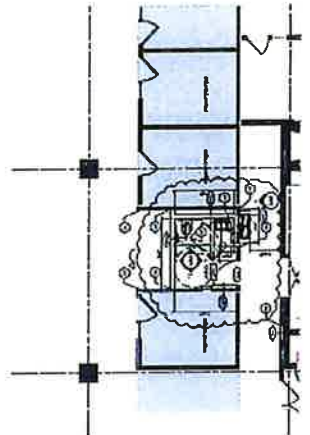


2  
NOT A RECOMMENDATION

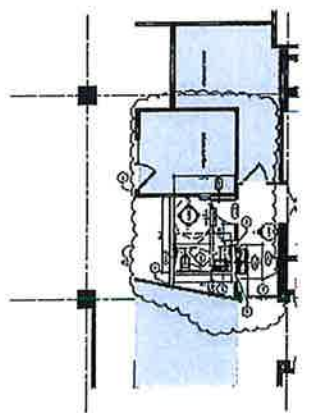
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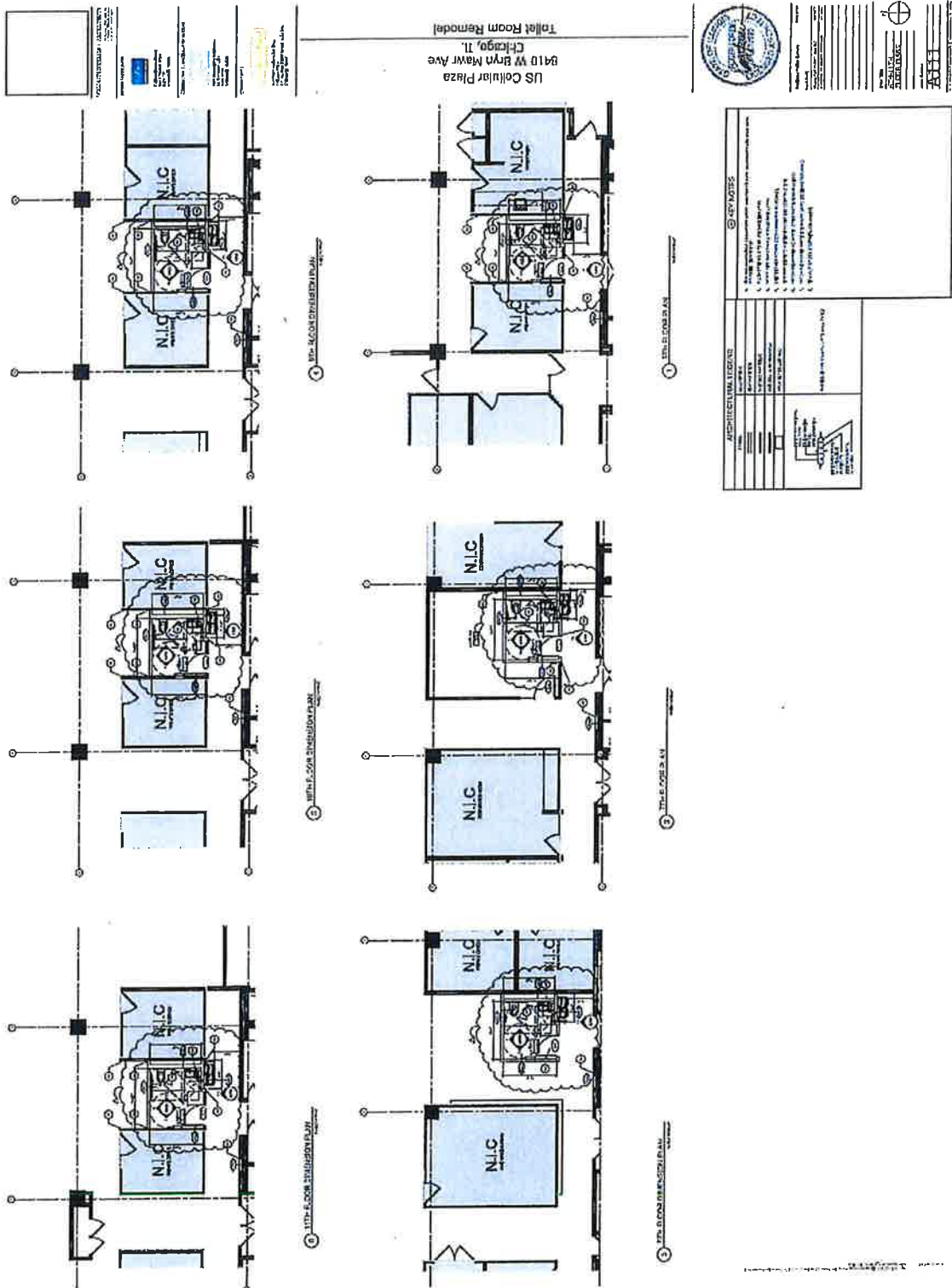


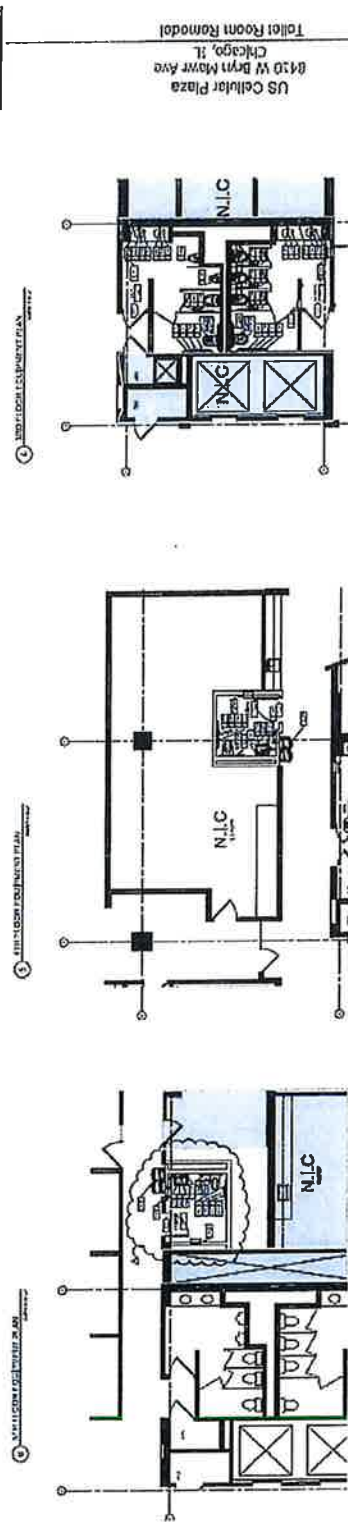
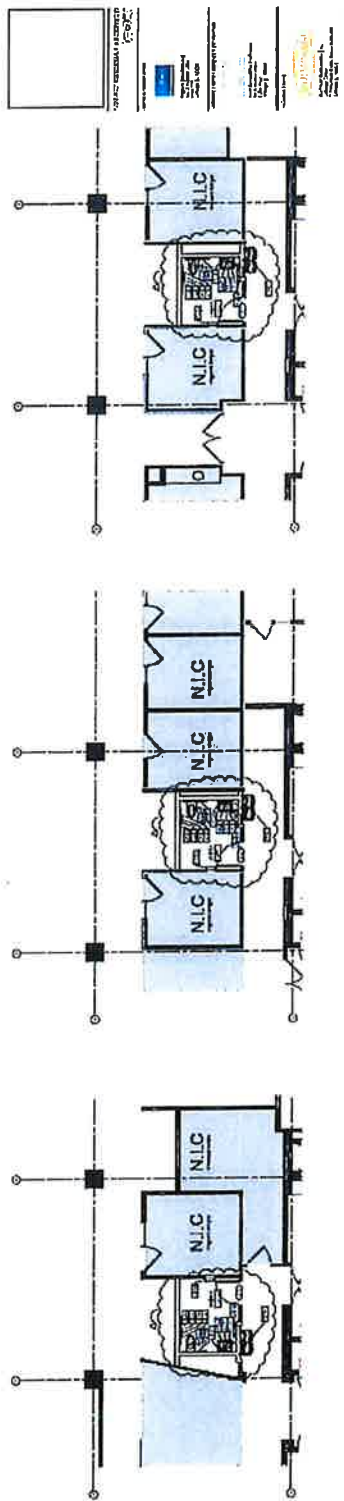
5 THE FIFTH BILL




 NATIONAL CENTER FOR EDUCATION STATISTICS  
 U.S. DEPARTMENT OF EDUCATION







US Cellular Plaza  
6410 W Bryn Mawr Ave  
Chicago, IL  
Toll-free Room Remodel

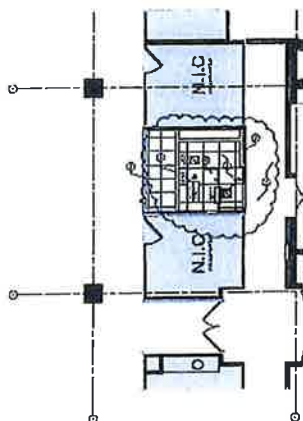
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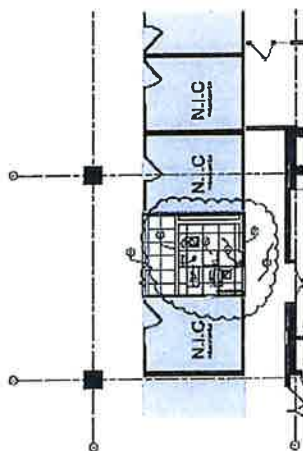
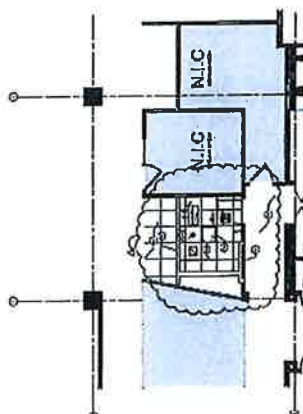


1. What is the purpose of the experiment?  
 2. What are the variables in the experiment?  
 3. What is the hypothesis?  
 4. What is the procedure?  
 5. What are the results?  
 6. What is the conclusion?  
 7. What are the sources of error?  
 8. What are the implications of the experiment?  
 9. What are the limitations of the experiment?  
 10. What are the future directions of the experiment?

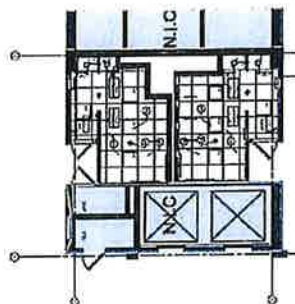
At 39



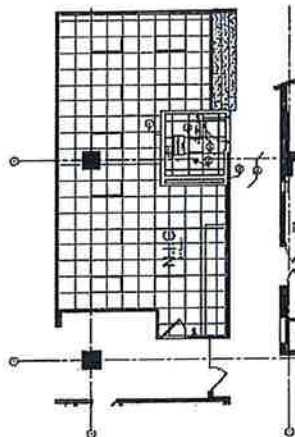
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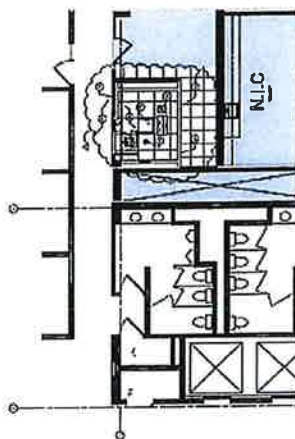
ॐ नमो भगवते वासुदेवाय ॥



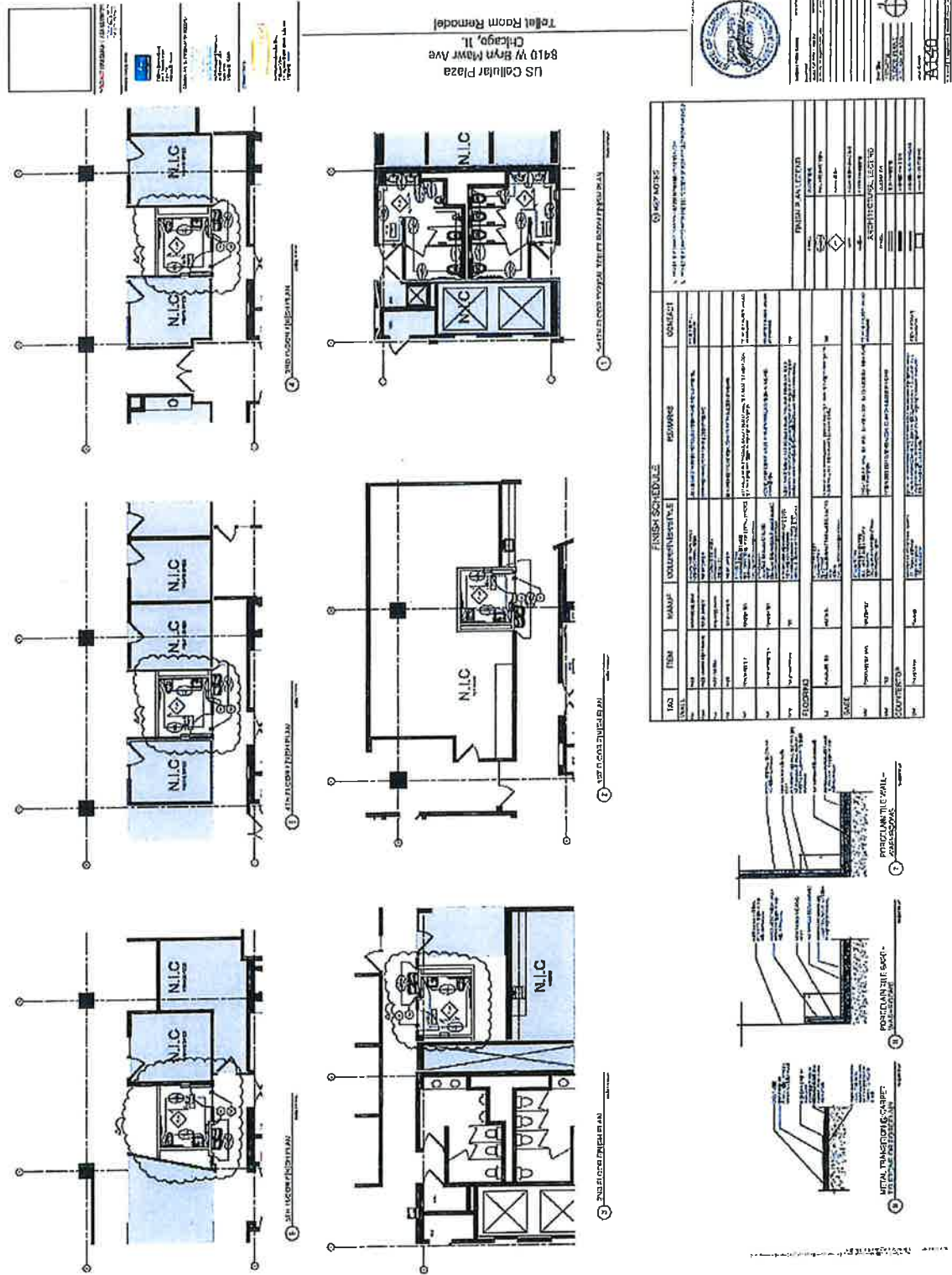
181-1: THE OPEN TUBET SOCIETY

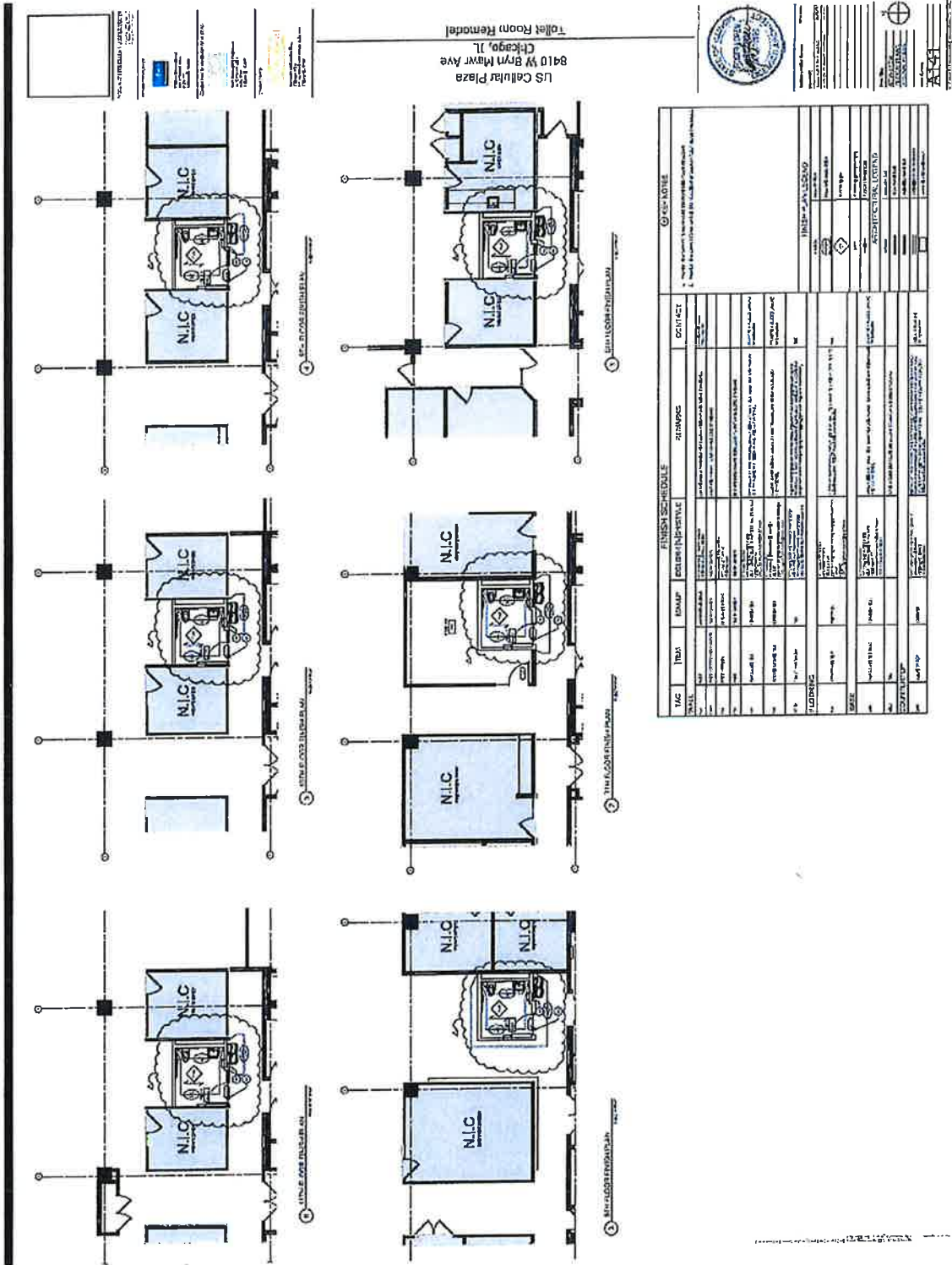


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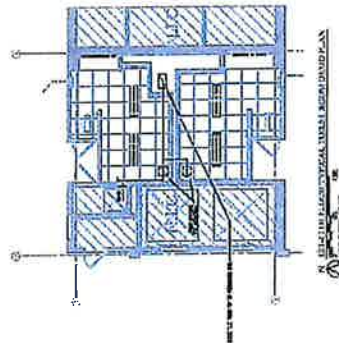




| FINISH SCHEDULE |       |        |         | CONTRACT | GENERAL NOTE |
|-----------------|-------|--------|---------|----------|--------------|
| NIC             | TRAIL | FINISH | REMARKS |          |              |
| 1               | 1     | 1      | 1       | 1        | 1            |
| 2               | 2     | 2      | 2       | 2        | 2            |
| 3               | 3     | 3      | 3       | 3        | 3            |
| 4               | 4     | 4      | 4       | 4        | 4            |
| 5               | 5     | 5      | 5       | 5        | 5            |
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| 9               | 9     | 9      | 9       | 9        | 9            |
| 10              | 10    | 10     | 10      | 10       | 10           |
| 11              | 11    | 11     | 11      | 11       | 11           |
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| 19              | 19    | 19     | 19      | 19       | 19           |
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| 21              | 21    | 21     | 21      | 21       | 21           |
| 22              | 22    | 22     | 22      | 22       | 22           |
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| 87              | 87    | 87     | 87      | 87       | 87           |
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| 96              | 96    | 96     | 96      | 96       | 96           |
| 97              | 97    | 97     | 97      | 97       | 97           |
| 98              | 98    | 98     | 98      | 98       | 98           |
| 99              | 99    | 99     | 99      | 99       | 99           |
| 100             | 100   | 100    | 100     | 100      | 100          |



US Cellular Plaza  
8410 W Bryn Mawr Ave  
Chicago, IL  
Toll-Free Room Rental



|   |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |     |
|---|---|---|---|---|---|---|---|---|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|-----|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 25 | 26 | 27 | 28 | 29 | 30 | 31 | 32 | 33 | 34 | 35 | 36 | 37 | 38 | 39 | 40 | 41 | 42 | 43 | 44 | 45 | 46 | 47 | 48 | 49 | 50 | 51 | 52 | 53 | 54 | 55 | 56 | 57 | 58 | 59 | 60 | 61 | 62 | 63 | 64 | 65 | 66 | 67 | 68 | 69 | 70 | 71 | 72 | 73 | 74 | 75 | 76 | 77 | 78 | 79 | 80 | 81 | 82 | 83 | 84 | 85 | 86 | 87 | 88 | 89 | 90 | 91 | 92 | 93 | 94 | 95 | 96 | 97 | 98 | 99 | 100 |
|---|---|---|---|---|---|---|---|---|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|-----|

| Table 1. Descriptive statistics of the sample (N = 1000) |      |     |     |     |
|----------------------------------------------------------|------|-----|-----|-----|
| Variable                                                 | Mean | SD  | Min | Max |
| Age                                                      | 55.5 | 5.2 | 45  | 65  |
| Gender                                                   | 55.5 | 5.2 | 45  | 65  |
| Education                                                | 55.5 | 5.2 | 45  | 65  |
| Income                                                   | 55.5 | 5.2 | 45  | 65  |
| Health                                                   | 55.5 | 5.2 | 45  | 65  |
| Marital                                                  | 55.5 | 5.2 | 45  | 65  |
| Religious                                                | 55.5 | 5.2 | 45  | 65  |
| Social                                                   | 55.5 | 5.2 | 45  | 65  |
| Work                                                     | 55.5 | 5.2 | 45  | 65  |
| Family                                                   | 55.5 | 5.2 | 45  | 65  |
| Community                                                | 55.5 | 5.2 | 45  | 65  |
| National                                                 | 55.5 | 5.2 | 45  | 65  |
| International                                            | 55.5 | 5.2 | 45  | 65  |
| Global                                                   | 55.5 | 5.2 | 45  | 65  |
| Universe                                                 | 55.5 | 5.2 | 45  | 65  |
| Population                                               | 55.5 | 5.2 | 45  | 65  |
| Sample                                                   | 55.5 | 5.2 | 45  | 65  |
| Survey                                                   | 55.5 | 5.2 | 45  | 65  |
| Research                                                 | 55.5 | 5.2 | 45  | 65  |
| Analysis                                                 | 55.5 | 5.2 | 45  | 65  |
| Conclusion                                               | 55.5 | 5.2 | 45  | 65  |
| Recommendation                                           | 55.5 | 5.2 | 45  | 65  |
| Discussion                                               | 55.5 | 5.2 | 45  | 65  |
| Summary                                                  | 55.5 | 5.2 | 45  | 65  |
| Appendix                                                 | 55.5 | 5.2 | 45  | 65  |
| Bibliography                                             | 55.5 | 5.2 | 45  | 65  |
| Index                                                    | 55.5 | 5.2 | 45  | 65  |
| Table of Contents                                        | 55.5 | 5.2 | 45  | 65  |
| Executive Summary                                        | 55.5 | 5.2 | 45  | 65  |
| Introduction                                             | 55.5 | 5.2 | 45  | 65  |
| Methodology                                              | 55.5 | 5.2 | 45  | 65  |
| Results                                                  | 55.5 | 5.2 | 45  | 65  |
| Conclusion                                               | 55.5 | 5.2 | 45  | 65  |
| Recommendation                                           | 55.5 | 5.2 | 45  | 65  |
| Discussion                                               | 55.5 | 5.2 | 45  | 65  |
| Summary                                                  | 55.5 | 5.2 | 45  | 65  |
| Appendix                                                 | 55.5 | 5.2 | 45  | 65  |
| Bibliography                                             | 55.5 | 5.2 | 45  | 65  |
| Index                                                    | 55.5 | 5.2 | 45  | 65  |
| Table of Contents                                        | 55.5 | 5.2 | 45  | 65  |
| Executive Summary                                        | 55.5 | 5.2 | 45  | 65  |
| Introduction                                             | 55.5 | 5.2 | 45  | 65  |
| Methodology                                              | 55.5 | 5.2 | 45  | 65  |
| Results                                                  | 55.5 | 5.2 | 45  | 65  |
| Conclusion                                               | 55.5 | 5.2 | 45  | 65  |
| Recommendation                                           | 55.5 | 5.2 | 45  | 65  |

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| 1990 | 1990 | 1991 | 1992 | 1993 | 1994 | 1995 | 1996 | 1997 | 1998 | 1999 | 2000 | 2001 | 2002 | 2003 | 2004 | 2005 | 2006 | 2007 | 2008 | 2009 | 2010 | 2011 | 2012 | 2013 | 2014 | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | 2025 | 2026 | 2027 | 2028 | 2029 | 2030 | 2031 | 2032 | 2033 | 2034 | 2035 | 2036 | 2037 | 2038 | 2039 | 2040 | 2041 | 2042 | 2043 | 2044 | 2045 | 2046 | 2047 | 2048 | 2049 | 2050 | 2051 | 2052 | 2053 | 2054 | 2055 | 2056 | 2057 | 2058 | 2059 | 2060 | 2061 | 2062 | 2063 | 2064 | 2065 | 2066 | 2067 | 2068 | 2069 | 2070 | 2071 | 2072 | 2073 | 2074 | 2075 | 2076 | 2077 | 2078 | 2079 | 2080 | 2081 | 2082 | 2083 | 2084 | 2085 | 2086 | 2087 | 2088 | 2089 | 2090 | 2091 | 2092 | 2093 | 2094 | 2095 | 2096 | 2097 | 2098 | 2099 | 2100 |

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US Cellular Plaza  
8410 W Bryn Mawr Ave  
Chicago, IL  
Toll: 800 888 8888





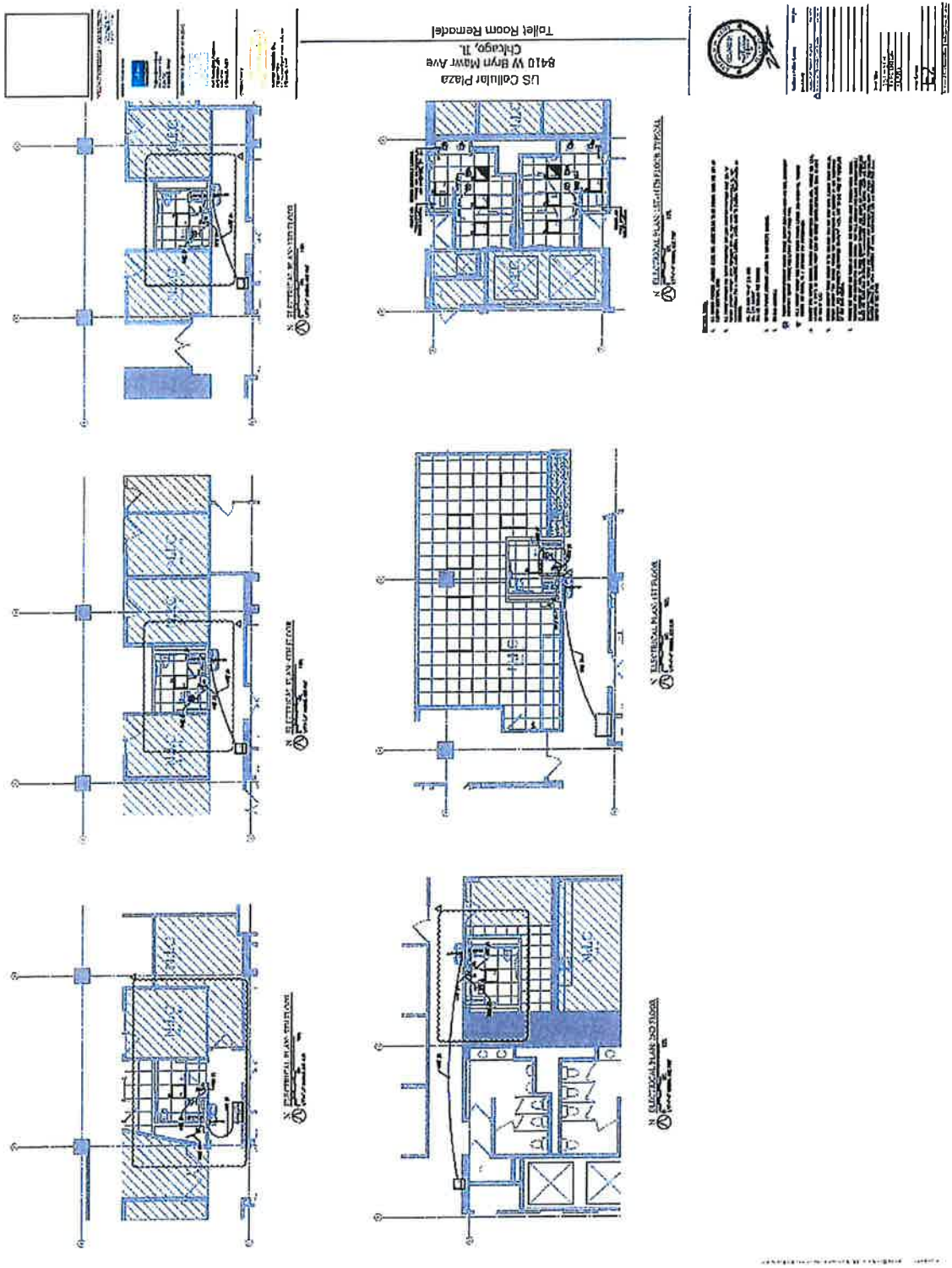


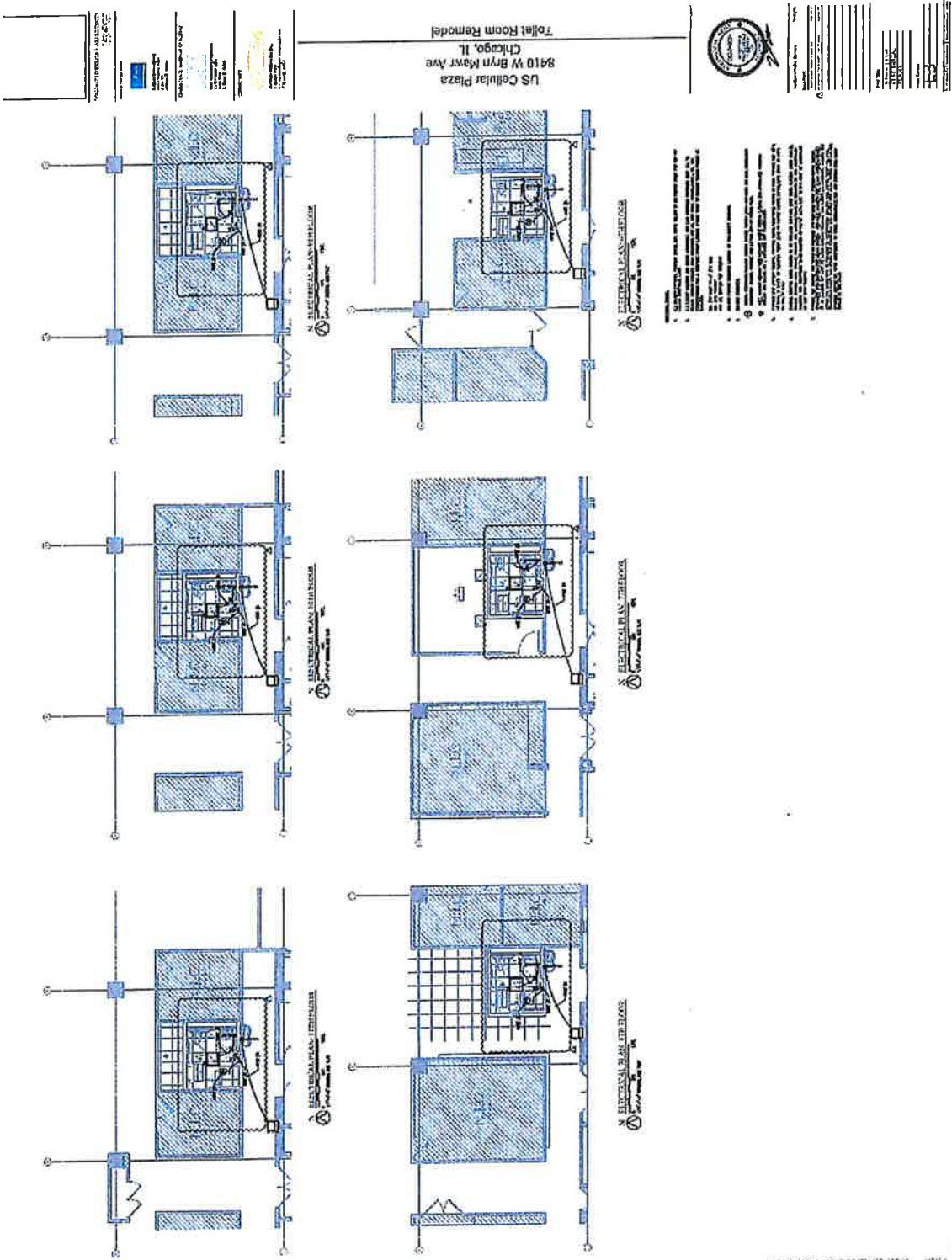


US Cellular Plaza  
6410 W Bryn Mawr Ave  
Chicago, IL  
Toll: 800 888 8888

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Architectural floor plan of the first floor of the N. S. Roberts Building. The plan shows a large central hall with a staircase, several rooms, and a large room with a cross-hatched pattern. A north arrow is located at the bottom left. A scale bar is at the bottom right. A legend is at the top right, and a table of dimensions is at the bottom right.

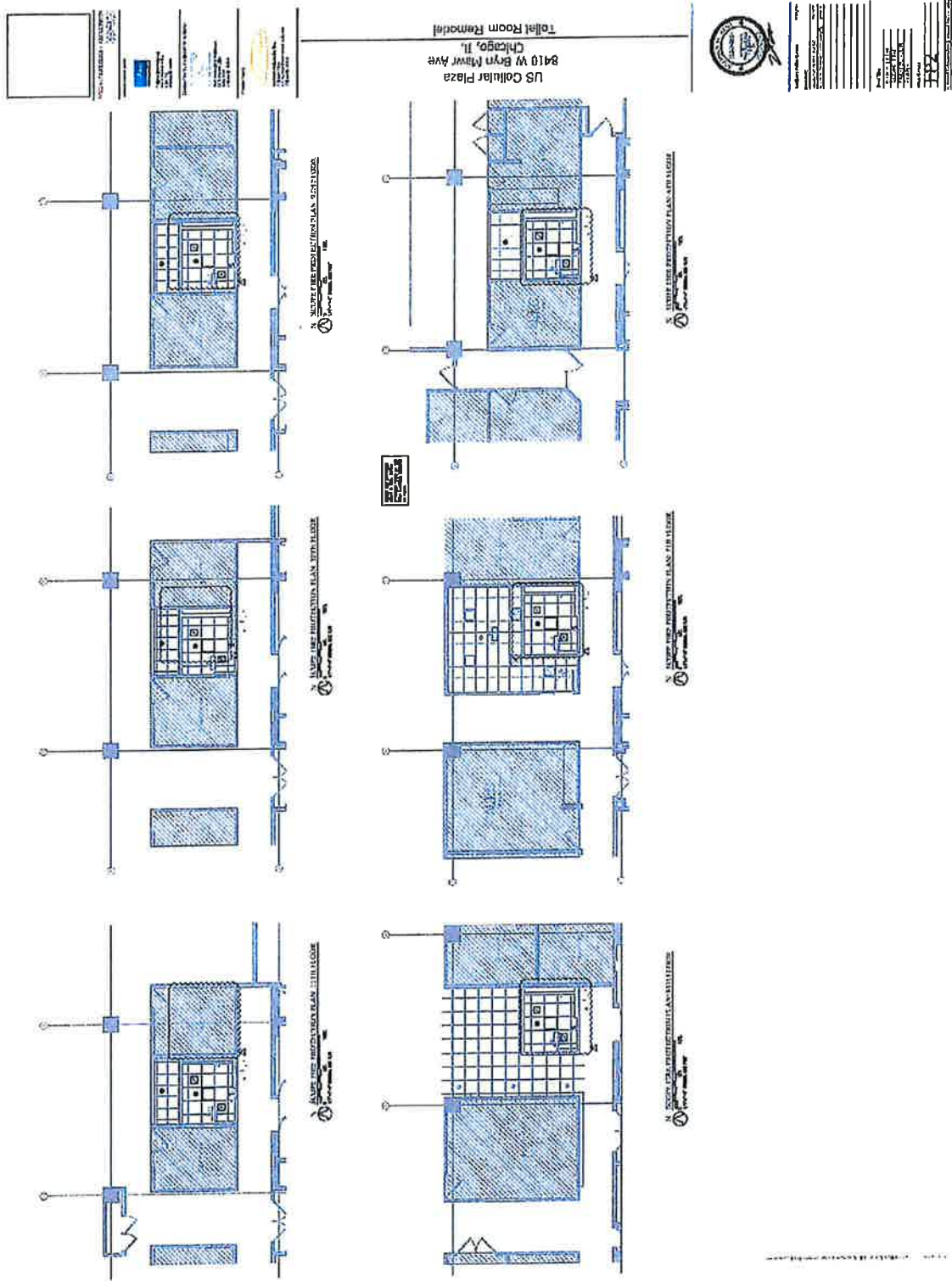
Legend:

- 1. 1st Floor
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- 94. 94th Floor
- 95. 95th Floor
- 96. 96th Floor
- 97. 97th Floor
- 98. 98th Floor
- 99. 99th Floor
- 100. 100th Floor

Table of Dimensions:

| Room           | Area | Perimeter | Volume |
|----------------|------|-----------|--------|
| 1. 1st Floor   | 1000 | 100       | 1000   |
| 2. 2nd Floor   | 1000 | 100       | 1000   |
| 3. 3rd Floor   | 1000 | 100       | 1000   |
| 4. 4th Floor   | 1000 | 100       | 1000   |
| 5. 5th Floor   | 1000 | 100       | 1000   |
| 6. 6th Floor   | 1000 | 100       | 1000   |
| 7. 7th Floor   | 1000 | 100       | 1000   |
| 8. 8th Floor   | 1000 | 100       | 1000   |
| 9. 9th Floor   | 1000 | 100       | 1000   |
| 10. 10th Floor | 1000 | 100       | 1000   |
| 11. 11th Floor | 1000 | 100       | 1000   |
| 12. 12th Floor | 1000 | 100       | 1000   |
| 13. 13th Floor | 1000 | 100       | 1000   |
| 14. 14th Floor | 1000 | 100       | 1000   |
| 15. 15th Floor | 1000 | 100       | 1000   |
| 16. 16th Floor | 1000 | 100       | 1000   |
| 17. 17th Floor | 1000 | 100       | 1000   |
| 18. 18th Floor | 1000 | 100       | 1000   |
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| 20. 20th Floor | 1000 | 100       | 1000   |
| 21. 21st Floor | 1000 | 100       | 1000   |
| 22. 22nd Floor | 1000 | 100       | 1000   |
| 23. 23rd Floor | 1000 | 100       | 1000   |
| 24. 24th Floor | 1000 | 100       | 1000   |
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| 35. 35th Floor | 1000 | 100       | 1000   |
| 36. 36th Floor | 1000 | 100       | 1000   |
| 37. 37th Floor | 1000 | 100       | 1000   |
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| 46. 46th Floor | 1000 | 100       | 1000   |
| 47. 47th Floor | 1000 | 100       | 1000   |
| 48. 48th Floor | 1000 | 100       | 1000   |
| 49. 49th Floor | 1000 | 100       | 1000   |
| 50. 50th Floor | 1000 | 100</     |        |





## EXHIBIT B

### RIDER

#### CITY REQUIREMENTS

1. Conflict of Interest and Governmental Ethics.

(a) 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), 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 or her position to influence any City governmental decision or action with respect to this Lease.

(b) Duty to Comply with Governmental Ethics Ordinance. The City and Landlord shall comply with Chapter 2-156 of the Municipal Code, "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 as to the City of Chicago.

2. Business Relationships. Landlord acknowledges (a) receipt of a copy of Section 2-156-030 (b) of the Municipal Code, (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 described in Section 2-156-080 of the Municipal Code), 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 2-145-030 (b) has occurred with respect to this Lease or the transactions contemplated hereby.

3. Patriot Act Certification. Landlord represents and warrants that neither Landlord nor any Affiliate (as hereafter defined) 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 the City 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. As used in this Section, 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.

4. 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 the Mayor's political fundraising committee (a) after execution of this Lease by Landlord, (b) while this Lease or any Other Contract (as hereinafter defined) is executory, (c) during the Term of this Lease or any Other Contract, or (d) 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 later of (a) May 16, 2011, or (b) the date the City approached Landlord, or the date Landlord approached the City, as applicable, regarding the formulation of this Lease, no Identified Parties have made a contribution of any amount to the Mayor or to the Mayor's 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 the Mayor's 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 Lease 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, and 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 execute this Lease.

For purposes of this provision:

- (a) "Bundle" means to collect contributions from more than one source, which contributions are then delivered by one person to the Mayor or

to his political fundraising committee.

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

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

(d) Individuals are "domestic partners" if they satisfy the following criteria:

- (i) they are each other's sole domestic partner, responsible for each other's common welfare; and
- (ii) neither party is married; and
- (iii) the partners are not related by blood closer than would bar marriage in the State of Illinois; and
- (iv) 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
- (v) 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) 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

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

5. Waste Ordinance Provisions. In accordance with Section 11-4-1600(e) of the Municipal Code, 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 Chief Procurement Officer. 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.

6. Failure to Maintain Eligibility to Do Business with the City. Failure by Landlord or any controlling person (as defined in Section 1-23-010 of the Municipal Code) thereof to maintain eligibility to do business with the City of Chicago as required by Section 1-23-030 of the Municipal Code 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.

7. Cooperation with Office of Inspector General. It is the duty of Landlord and any bidder, proposer, contractor, subcontractor, and every applicant for certification of eligibility for a City contract or program, and all officers, directors, agents, partners, and employees of any such grantee, subgrantee, bidder, proposer, contractor, subcontractor or such applicant to cooperate with the Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Municipal Code. Landlord represents and warrants that it understands and will abide by all provisions of Chapter 2-56 of the Municipal Code and that Landlord will inform its Contractors and Subcontractors of this provision and require their compliance.

8. 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. 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 of 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 (ii) above, or advocating a violation of paragraph (iii) 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.

## EXHIBIT C

### FORM OF BILL OF SALE ASSIGNMENT

This Bill of Sale Assignment is executed as of the date hereof by **USCC SERVICES, LLC**, a Delaware limited liability company ("Seller"), and in favor of the **CITY OF CHICAGO**, a municipal corporate and home rule unit of government organized and existing under Article VII, Section 1 and 6(a), respectively, of the 1970 Constitution of the State of Illinois ("Buyer"). Seller, as sublandlord, and Buyer, as subtenant, are parties to that certain Sublease Agreement, dated \_\_\_\_\_, 2024 (the "Sublease").

1. **Conveyance.** For good and valuable consideration, in the amount of \$1.00, and pursuant to Section 6.2 of the Sublease, Seller hereby irrevocably sells, assigns, transfers, conveys, grants, bargains and delivers to Buyer all right, title and interest, legal and equitable, in and to the Furniture (as defined in the Sublease) in AS IS, WHERE IS condition. Seller represents and warrants that it is the owner of the Furniture and the Furniture is free and clear of all liens, charges, and encumbrances.
2. **Disclaimer of Warranties.** EXCEPT AS AFORESAID, SELLER MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER WITH RESPECT TO THE FURNITURE, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; OR (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE E. BY ACCEPTING THIS BILL OF SALE, BUYER ACKNOWLEDGES THAT IT HAS NOT RELIED ON ANY REPRESENTATION OR WARRANTY MADE BY SELLER, OR ANY OTHER PERSON ON SELLER'S BEHALF, OTHER THAN AS EXPRESSLY PROVIDED FOR HEREIN.
3. **Governing Law.** This Bill of Sale is governed by, and construed in accordance with, the laws of the State of Illinois without regard to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Illinois.

**IN WITNESS WHEREOF**, Seller has executed and delivered this Bill of Sale Assignment to Buyer as of \_\_\_\_\_, 202\_\_

**SELLER:**

**USCC SERVICES, LLC**, a Delaware  
limited liability company

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_