

EXHIBIT B

Form of Lease

OFFICE LEASE AGREEMENT

BETWEEN

LANDLORD: **FCA FUND CHICAGO II, LLC,**
A DELAWARE LIMITED LIABILITY COMPANY

and

TENANT: **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

DATED: SEPTEMBER __, 2024
("EFFECTIVE DATE")

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BASIC LEASE PROVISIONS

The following sets forth some of the Basic Provisions of the Lease (as hereinafter defined). In the event of any conflict between the terms of these Basic Lease Provisions and the referenced Sections of the Lease, the referenced Sections of the Lease shall control. In addition to the following Basic Lease Provisions, all of the other terms, provisions, covenants, and conditions of the Lease hereinafter set forth are hereby incorporated as an integral part of these Basic Lease Provisions.

1. **Building (See Section 1):** U.S. Cellular Plaza
8420 West Bryn Mawr Avenue
Chicago, Illinois
2. **Project (See Section 1):** U.S. Cellular Plaza, consisting of the following:
(i) the building commonly known as 8410 West Bryn Mawr Avenue; (ii) the building commonly known as 8420 West Bryn Mawr Avenue; and (iii) the building commonly known as 8430 West Bryn Mawr Avenue (collectively, the "Project")
3. **Premises (See Section 1):**

Suites: 500, 600, 700, 800, and 900
Floor: Fifth (5th), Sixth (6th), Seventh (7th), Eighth (8th), and Ninth (9th) floors
Rentable Square Feet: 99,421 rentable square feet in the aggregate
4. **Term (See Section 2):** Ninety-Eight (98) full calendar months

Commencement Date: November 1, 2025
Expiration Date: December 31, 2033
5. **Net Rent (See Section 5):**

Period	Rate Per Sq. Ft.	Annual Net Rent	Monthly Installment
11/01/25 – 10/31/26 ¹	\$20.00	\$1,988,420.00	\$165,701.67
11/01/26 – 10/31/27	\$20.50	\$2,038,130.50	\$169,844.21
11/01/27 – 10/31/28	\$21.00	\$2,087,841.00	\$173,986.75
11/01/28 – 10/31/29	\$21.50	\$2,137,551.50	\$178,129.29
11/01/29 – 10/31/30	\$22.00	\$2,187,262.00	\$182,271.83
11/01/30 – 10/31/31	\$22.50	\$2,236,972.50	\$186,414.38
11/01/31 – 10/31/32	\$23.00	\$2,286,683.00	\$190,556.92

¹ The period commencing on November 1, 2025 and ending on September 30, 2026 is subject to the Free Rent Period (as hereinafter defined).

11/01/32 – 10/31/33	\$23.50	\$2,336,393.50	\$194,699.46
11/01/33 – 12/31/33	\$24.00	\$397,684.00 ²	\$198,842.00

6. **Rent Payment Address (See Section 5):**

FCA Fund Chicago II, LLC
UNIT 541
c/o Colliers International
P.O. Box 4857
Portland, OR 97208-4857

7. **Tenant's Share (See Section 7):** 15.596% (based on 637,484 rentable square feet in the Project)

8. **Security Deposit (See Section 10):** None

9. **Parking Spaces (See Section 18):** Three hundred eighteen (318) Allocated Parking Spaces (as hereinafter defined)

10. **Tenant Improvement Allowance (See Section 20):** Three Million Four Hundred Seventy-Nine Thousand Seven Hundred Thirty-Five and No/100 Dollars (\$3,479,735.00) (calculated by multiplying \$35.00 by 99,421, being the rentable area of the Premises)

11. **Tenant's Liability Insurance (See Section 28):** \$5,000,000.00 umbrella coverage

12. **Landlord's Broker (See Section 49):** Colliers Bennett & Kahnweiler LLC
d/b/a Colliers International

Tenant's Broker (See Section 49): Avison Young – Chicago, LLC

13. **Notice Address (See Section 32):**

Landlord:

FCA Fund Chicago II, LLC
c/o FCA Partners, LLC
Attn: Edward M. Cherry
300 South Tryon Street, Suite 420
Charlotte, NC 28202

Tenant:

City of Chicago
Department of Aviation
10510 W. Zemke Blvd., 2nd Floor
PO Box 66848
Chicago, IL 60666
Attn: Commissioner

² Prorated for the two (2) month period commencing on November 1, 2033 and ending on December 31, 2033.

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

With a copy to:

City of Chicago
c/o Department of Aviation
10510 W. Zemke Blvd., 2nd Floor
PO Box 66848
Chicago, IL 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, IL 60602

14. **Guarantor (See Section 59):** N/A

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the Effective Date set forth on the first page hereof.

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: _____
Name: Edward M. Cherry
Title: Manager

TENANT:

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

By: Commissioner
Chicago Department of Aviation

By: _____
Name: _____
Its: _____

OFFICE LEASE AGREEMENT

THIS OFFICE LEASE AGREEMENT (hereinafter called the "**Lease**") is made and entered into as of the date appearing on the first page hereof by and between the Landlord and Tenant identified above.

A. Premises/Term/Possession.

1. **Premises.** Landlord does hereby rent and lease to Tenant and Tenant does hereby rent and lease from Landlord, for general office purposes of a type customary for "first-class" office buildings comparable to the Building in age and quality and located in the "O'Hare" submarket of the Chicago, Illinois marketplace ("**Comparable Buildings**"), the Premises identified in Item 3 of the Basic Lease Provisions located in the Building identified in Item 1 of the Basic Lease Provisions, which Building comprises one of the buildings constituting the Project identified in Item 2 of the Basic Lease Provisions situated on the real property described in Exhibit A attached hereto and incorporated herein (the "**Property**"), such Premises as all further shown and depicted on Exhibit A-1 and incorporated herein (excluding, however, any and all furniture, fixtures, equipment, and other existing conditions reflected thereon, it being acknowledged, understood, and agreed that Landlord makes no representation or warranty, nor does Landlord undertake any obligations with respect to, any such furniture, fixtures, equipment, and/or other existing conditions). The Premises shall be prepared for Tenant's occupancy in the manner and subject to the provisions of the Work Letter attached as Exhibit B hereto and incorporated herein (the "**Work Letter**"). As used in this Lease, "**rentable square feet**" shall be determined substantially in accordance with the ANSI/BOMA Z65.1-1996 standard promulgated by the Building Owners and Managers Association. Landlord and Tenant agree that the number of rentable square feet described in Item 3 of the Basic Lease Provisions has been confirmed and conclusively agreed upon by the parties. No easement for light, air, or view is granted hereunder or included within or appurtenant to the Premises.

2. **Lease Term.** Tenant shall have and hold the Premises for the Term identified in Item 4 of the Basic Lease Provisions, commencing on the Commencement Date identified in Item 4 of the Basic Lease Provisions, and terminating at 11:59 p.m. Chicago time on the Expiration Date identified in Item 4 of the Basic Lease Provisions, unless sooner terminated or extended as hereinafter provided.

3. **Landlord's Failure to Give Possession.** Tenant is currently (or will be as of the Commencement Date hereof) in occupancy of the Premises pursuant to the Existing Sublease (as hereinafter defined), and the Commencement Date shall therefore not be delayed or otherwise subject to delay, or modification, and this Lease shall not be void or voidable as a result of, nor shall Landlord be liable to Tenant or any of the Tenant Parties (as hereinafter defined) for any loss or damage arising in connection with, any actual or alleged failure or delay of Landlord in tendering possession of the Premises to Tenant hereunder.

4. **Quiet Enjoyment.** So long as Tenant is not then in default beyond any applicable notice and cure period under any of the terms, provisions, covenants, or conditions contained in this Lease, Tenant shall peaceably and quietly have, hold, and enjoy the Premises, together with reasonable access thereto, during the Term hereof without hindrance or molestation by Landlord, Landlord's property manager, or any of their respective partners, members, principals, officers, directors, shareholders, affiliates, employees, agents, lenders, or contractors, or any of their respective successors or assigns (collectively, the "**Landlord Parties**"), subject, however, to the terms, provisions, covenants, and conditions of this Lease. Landlord shall not be responsible for the acts or omissions of any other tenant, Tenant, any of the other Tenant Parties, or any third party not under the direction or control of Landlord that may interfere with Tenant's use and enjoyment of the Premises hereunder or otherwise (provided, however, in the event that any other tenant of the Building interferes with Tenant's use and enjoyment of the Premises hereunder in any material respect,

Tenant shall so notify Landlord thereof in writing and Landlord shall thereupon direct such tenant to cease such interference).

B. Rent/Payment/Security Deposit.

5. **Net Rent.** Tenant shall pay to Landlord, at the address stated in Item 6 of the Basic Lease Provisions or at such other place as Landlord may designate in writing to Tenant from time to time, annual net rent ("**Net Rent**") in the amounts set forth in Item 5 of the Basic Lease Provisions. The term "**Lease Year**", as used in the Basic Lease Provisions and throughout this Lease, shall mean each and every consecutive twelve (12) month period during the Term of this Lease, with the first such twelve (12) month period commencing on the Commencement Date; provided, however, if the Commencement Date occurs other than on the first day of a calendar month, the first Lease Year shall be that partial month plus the first full twelve (12) months thereafter.

6. **Rent Payment; Free Rent Period.**

(a) The Net Rent for each Lease Year shall be payable in equal monthly installments, due on the first day of each calendar month, in advance, in legal tender of the United States of America, without abatement, demand, deduction or offset whatsoever, except as may be expressly provided in this Lease. One (1) full monthly installment of Net Rent and Additional Rent (as hereinafter defined) shall be due and payable on the date of execution of this Lease by Tenant and shall be applied to the first month's Net Rent and Additional Rent coming due and payable upon expiration or termination of the Free Rent Period, and a like monthly installment of Net Rent and Additional Rent shall be due and payable on or before the first day of each calendar month thereafter. Tenant shall pay, as Additional Rent (as hereinafter defined), all other sums, charges, and amounts due from Tenant under this Lease (the term "**Rent**", as used herein, means all Net Rent, Additional Rent and all other amounts payable hereunder from Tenant to Landlord). Tenant's obligation to pay Rent hereunder is a separate and independent covenant of Tenant, and is not dependent or conditioned upon any other term, provision, covenant, or condition of this Lease.

(b) Notwithstanding anything to the contrary contained herein, and solely as a concession to enter into this Lease, Tenant's obligations for Net Rent and Tenant's Share of Operating Expenses and Taxes shall be abated in full for the eleven (11) month period commencing on November 1, 2025 and ending on September 30, 2026 (such period being herein referred to as the "**Free Rent Period**", and the aggregate amount of Net Rent and Tenant's Share of Operating Expenses and Taxes abated during the Free Rent Period hereunder being herein referred to as the "**Abated Rent**"); provided, however, if Tenant shall be in default beyond any applicable notice and cure period at any time under any of the terms, provisions, covenants, or conditions of this Lease, Tenant shall not be entitled to the Free Rent Period hereunder, and Tenant shall thereafter become obligated to repay all of the Abated Rent hereunder, together with interest thereon at the Default Rate (as hereinafter defined) accruing as of the date(s) on which such Abated Rent would otherwise have been due and payable hereunder but for such abatement, immediately upon the written demand of Landlord.

7. **Operating Expenses/Taxes.**

(a) Tenant agrees to reimburse Landlord throughout the Term, as additional rent (the "**Additional Rent**") hereunder, for Tenant's Share (as hereinafter defined) of: (i) the annual Operating Expenses (as hereinafter defined); and (ii) the annual Taxes (as hereinafter defined). The term "**Tenant's Share**" as used in this Lease shall mean the percentage determined by dividing the rentable square footage of the Premises by the rentable square footage of the Project. Landlord and Tenant hereby agree that Tenant's Share with respect to the Premises initially demised by this Lease is the percentage amount set

forth in Item 7 of the Basic Lease Provisions. Tenant's Share of Operating Expenses and Taxes for any calendar year shall be appropriately prorated for any partial year occurring during the Term.

(b) **"Operating Expenses"** shall mean all of those expenses of operating, servicing, managing, maintaining and repairing the Property, Project, Building, and all parking areas (including the parking ramp and garage) and all related Common Areas (as hereinafter defined), as well as the reasonable allocation by Landlord of any expenses incurred and related to facilities located on other property but serving the Property. Operating Expenses shall include, without limitation, the following: (1) insurance premiums and deductible amounts, including, without limitation, for commercial general liability, "all risks", "special form", or comparable property, rent loss, and other coverages carried by Landlord on the Building, the Project, and the Property (which other coverages, if any, shall be consistent with the coverages then being carried by the owners of Comparable Buildings); (2) all costs related to the provision of water, heating, lighting, ventilation, sanitary sewer, air conditioning, and other utilities in the Building, the Project, and the Property, but specifically excluding the costs of providing electricity or power to the extent paid separately by Tenant or any other tenants of the Building or the Project; (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, the Project, and the Property; (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, and (C) the cost of such additional and/or extraordinary cleaning, sanitization, and/or disinfection services and procedures as may be necessary or appropriate from time to time with respect to the lobby, common use hallways and stairways, elevators, vehicular and pedestrian traffic areas, common area restrooms, and other common use areas; (4) management fees (or a charge equal to fair market management fees if Landlord provides its own management services), which management fees or charges with respect to any calendar year during the Term hereof shall not exceed three percent (3%) of the gross revenues attributable to the Project for such calendar year, and the market rental value of a management office (the size and finishes of which management office shall be consistent with management offices then being maintained at Comparable Buildings); (5) the costs, including interest, amortized over the applicable useful life, of any capital improvement made to the Building, the Project, and/or the Property by or on behalf of Landlord which (i) is required under any governmental Law (as hereinafter defined) or regulation (or any judicial interpretation thereof) that was not applicable to the Building, the Project, and/or the Property as of the Effective Date of this Lease, or (ii) involves the acquisition and/or installation of any device and/or equipment designed to improve the operating efficiency of any system within the Building, the Project, and/or the Property which is (A) reasonably intended to reduce Operating Expenses (but only to the extent of the projected savings attributable thereto as reasonably determined by Landlord), or (B) reasonably intended to improve the safety of the Building, the Project, and/or the Property; (6) all services, supplies, repairs, replacements, or other expenses associated with servicing, maintaining, managing, monitoring, cleaning, disinfecting, sanitizing, and operating the Building, the Project, and/or the Property, including, without limitation, the lobby, common use hallways and stairways, elevators, vehicular and pedestrian traffic areas, common area restrooms, and other common use areas; (7) wages and salaries of Landlord's employees (not above the level of Building or Property Manager or whatever title represents the on-site management representative primarily responsible for management of the Building and/or the Project) engaged in the maintenance, operation, repair and services of the Building, the Project, and/or the Property, including taxes, insurance, educational expenses and customary fringe benefits; (8) legal and accounting costs (but not including legal costs incurred in collecting delinquent rent from any occupants of the Project); (9) costs to maintain and repair the Building, the Project, and/or the Property; (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; and (11) except as otherwise provided herein, if the Building is part of a multi-building project, the Building's allocated share (as reasonably determined by Landlord) of those expenses incurred on a project-wide basis benefiting the Building, the Project, and/or

the Property including, without limitation, costs in connection with (i) landscaping, (ii) utility and road repairs, (iii) security, and (iv) signage installation, replacement and repair.

Operating Expenses shall specifically further exclude, however, the following: (i) costs of improvements, allowances, concessions, and alterations of the Premises and the premises of other tenants of the Project and relocations of such premises; (ii) costs of capital improvements, including capital costs for curing existing violations of Laws in the Project, except to the extent that such violations arise due to Laws first enacted, or which first become effective of enforceable, after the Effective Date of this Lease, and except as otherwise provided in Clause (5) of the immediately preceding paragraph; (iii) depreciation, amortization, interest, penalties, and principal payments on mortgages, and other debt costs, if any; (iv) real estate brokers' leasing commissions or compensation and advertising and other marketing expenses; (v) payments to affiliates of the Landlord for goods and/or services in excess of what would be paid to non-affiliated parties for such goods and/or services in an arm's length transaction; (vi) costs or other services or work performed for the singular benefit of another tenant or occupant (other than for Common Areas of the Building, the Project, and/or the Property); (vii) legal, space planning, construction, and other expenses incurred in procuring tenants for the Building and/or the Project or negotiating, renewing, or amending leases with existing tenants or occupants of the Building and/or the Project; (viii) costs of advertising and public relations and promotional costs and attorneys' fees associated with the leasing of the Building and/or the Project or resolving disputes with tenants thereof; (ix) any expense for which Landlord actually receives reimbursement from insurance, condemnation awards, other tenants (except as part of Operating Expense reimbursements), or any other source; (x) costs incurred in connection with the sale, financing, refinancing, mortgaging, or other change of ownership of the Building and/or the Project; (xi) all expenses in connection with the installation, operation and maintenance of any observatory, broadcasting facilities, luncheon club, athletic or recreation club, cafeteria, dining facility, or other facility not generally available to all office tenants of the Building and/or the Project, including Tenant; (xii) Taxes; (xiii) rental under any ground or underlying lease or leases; (xiv) costs of correcting any existing violations of, or existing non-compliance with, applicable Laws in effect as of the Effective Date hereof (provided, however, that Operating Expenses may include the costs of complying with any applicable Laws that were not applicable to the Building, the Project, and/or the Property as of the Effective Date of this Lease, as well as ongoing compliance costs with respect to any applicable Laws, regardless of when the same were first enacted, effective, or enforceable); (xv) costs of acquiring artwork in the common areas of the Building and/or the Project (except that Operating Expenses may include ordinary maintenance, repair, security, and insurance costs with respect thereto); (xvi) costs of Landlord's political or charitable contributions; and (xvii) costs and expenses incurred as a result of the renaming of the Project by Landlord.

(c) **"Taxes"** shall mean all federal, state, and local taxes and assessments of every kind and nature which Landlord shall become obligated to pay with respect to each calendar year of the Term or portion thereof because of or in any way connected with the ownership, leasing, and operation of the Building and/or the Project, subject to the following: (i) the amount of ad valorem real and personal property taxes against Landlord's real and personal property to be included in Taxes shall be the amount required to be paid for any calendar year, notwithstanding that such Taxes are assessed for a different calendar year (the amount of any tax refunds received by Landlord during the Term of this Lease shall be deducted from Taxes for the calendar year to which such refunds are attributable); (ii) the amount of special taxes and special assessments to be included shall be limited to the amount of the installments (plus any interest, other than penalty interest, payable thereon) of such special tax or special assessment payable for the calendar year in respect of which Taxes are being determined; (iii) the amount of any tax or excise levied by the State of Illinois (the **"State"**), the County of Cook (the **"County"**), and/or the City of Chicago (the **"City"**), any political subdivision thereof, or any other taxing body, on rents or other income from the Project (or the value of the leases thereon) to be included shall not be greater than the amount which would have been payable on account of such tax or excise by Landlord during the calendar year in respect of which Taxes are being determined had the income received by Landlord from the Building [excluding amounts

payable under this Clause (iii)] and/or the Project been the sole taxable income of Landlord for such calendar year; (iv) there shall be excluded from Taxes all income taxes [except those which may be included pursuant to the preceding Clause (iii) above], excess profits taxes, franchise, capital stock, and inheritance or estate taxes; and (v) Taxes shall also include Landlord's reasonable costs and expenses (including reasonable attorneys' fees) in contesting or attempting to reduce any Taxes assessed for a different calendar year. Landlord shall consult with such real estate tax consultant or advisor as may be engaged by Landlord from time to time and, in the exercise of its reasonable and prudent ownership judgment, to contest any unreasonable tax assessment to the extent that such tax consultant or advisor advises Landlord that a reasonable basis exists therefor. Landlord reserves the right to make reasonable allocations of Taxes attributable to any portion of the Project in accordance with sound accounting and management practices. Tenant shall be entitled to receive from Landlord Tenant's Share of any refund of Taxes for any prior calendar year during the Term hereof (net of expenses of obtaining such refund not otherwise previously included in Taxes) for which Tenant shall have paid Tenant's Share of such Taxes for such calendar year as Additional Rent hereunder. The foregoing obligation shall survive the expiration or earlier termination of this Lease.

(d) Landlord shall, on or before the Commencement Date and as soon as reasonably possible after the commencement of each calendar year thereafter, provide Tenant with a statement of the estimated monthly installments of Tenant's Share of Operating Expenses and Taxes which will be due for the remainder of the calendar year in which the Commencement Date occurs or for the next ensuing calendar year, as the case may be. Landlord agrees to keep books and records showing the Operating Expenses in accordance with generally accepted accounting principles (as modified for office buildings in a manner comparable to other Comparable Buildings) and practices consistently maintained on a year-to-year basis in compliance with such provisions of this Lease as may affect such accounts. Landlord shall deliver to Tenant within one hundred twenty (120) days after the later of the close of each calendar year (including the calendar year in which this Lease terminates) of the Term or Landlord's receipt of the final real estate tax bill for such year (subject to any delays beyond the reasonable control of Landlord to prevent), a statement (each, a "**Landlord's Statement**") containing the following: (1) the amount of Operating Expenses for such calendar year; and (2) the amount of Taxes for such calendar year. Upon ten (10) business days' prior written request (herein, an "**Audit Notice**") delivered to Landlord not later than ninety (90) days following the date on which Landlord's Statement is delivered to Tenant (herein, the "**Audit Notice Period**"), Landlord will provide Tenant and Tenant's consultant (so long as such consultant (A) is not engaged by Tenant on a contingent fee basis, and (B) executes a confidentiality agreement reasonably satisfactory to Landlord) with the right to inspect, review, and audit Landlord's books and records relating to such Landlord's Statement. If Tenant fails to deliver to Landlord a written objection to Landlord's Statement (herein, an "**Objection Notice**") by the later of (i) the expiration of the Audit Notice Period, or (ii) thirty (30) days after access is provided by Landlord to the applicable books and records as hereinabove provided (herein, the "**Audit Objection Period**") (time being of the essence with respect thereto in each instance), Tenant shall be deemed to have accepted such Landlord's Statement as true and correct and shall be deemed to have waived any right to dispute the Operating Expenses and/or Taxes due pursuant to such Landlord's Statement. Conversely, if Tenant does deliver to Landlord an Objection Notice prior to expiration of the Audit Objection Period, any charges identified in Tenant's Objection Notice which Landlord agrees are irregular or improper shall be promptly corrected by Landlord, and Tenant shall receive a credit (subject, however to Landlord's right to offset such amount by any amounts then owing from Tenant to Landlord under this Lease) for any overpayments made by Tenant as a result of such irregularities or improper charges. To the extent that Landlord and Tenant fail to agree, a certification ("**Certification**") as to the proper amount of Tenant's Share of Operating Expenses or Taxes shall, as promptly as reasonably possible, be given by such independent certified public accounting firm as is selected by Landlord, which Certification shall be final, binding, and conclusive upon Landlord and Tenant. Tenant agrees to pay the cost of such Certification unless it is determined that Landlord's original determination of the actual (as distinguished from estimated) amount of Tenant's Share of Operating Expenses or Tenant's Share of Taxes,

taken separately, was in error by more than five percent (5%), in which case Landlord shall pay the cost of such Certification.

(i) Tenant shall pay to Landlord, together with its monthly payment of Net Rent as provided in Section 5 above, as Additional Rent hereunder, the estimated monthly installment of Tenant's Share of the Operating Expenses and Taxes for the calendar year in question. At the end of any calendar year, if Tenant has paid to Landlord an amount in excess of Tenant's Share of Operating Expenses and Taxes for such calendar year, Landlord shall reimburse to Tenant any such excess amount (or shall apply any such excess amount to any amount then owing to Landlord hereunder, and if none, to the next due installment or installments of Additional Rent due hereunder, at the option of Landlord). At the end of any calendar year if Tenant has paid to Landlord less than Tenant's Share of Operating Expenses and Taxes for such calendar year, Tenant shall pay to Landlord any such deficiency within thirty (30) days after Tenant receives such Landlord's Statement. The provisions of this Subsection 7(d)(i) shall survive the expiration or termination of this Lease.

(ii) For the calendar year in which this Lease terminates and is not extended or renewed, the terms, provisions, covenants, and conditions of this Section 7 shall apply, but Tenant's Share for such calendar year shall be subject to a pro rata adjustment based upon the number of days prior to the expiration of the Term of this Lease. Tenant shall make monthly estimated payments of the pro rata portion of Tenant's Share for such calendar year (in the manner provided above) and when the actual prorated Tenant's Share for such calendar year is determined, Landlord shall send Landlord's Statement to Tenant for such year and if such Landlord's Statement reveals that Tenant's estimated payments for the prorated Tenant's Share for such calendar year exceeded the actual prorated Tenant's Share for such calendar year, Landlord shall include a refund for that amount along with such Landlord's Statement (subject to offset in the event Tenant is in default hereunder). If Landlord's Statement reveals that Tenant's estimated payments for the prorated Tenant's Share for such calendar year were less than the actual prorated Tenant's Share for such calendar year, Tenant shall pay the shortfall to Landlord within thirty (30) days after the date of receipt of Landlord's Statement. The provisions of this Subsection 7(d)(ii) shall survive the expiration or termination of this Lease.

(iii) If the Project is less than ninety-five percent (95%) occupied throughout any calendar year of the Term, then the actual Operating Expenses for the calendar year in question which vary with occupancy levels in the Project shall be increased to the amount of Operating Expenses which Landlord reasonably determines would have been incurred during that calendar year if the Project had been at least ninety-five percent (95%) occupied throughout such calendar year. Such adjustment shall be determined in accordance with generally accepted accounting principles (as modified for office buildings in a manner comparable to other Comparable Buildings) and practices consistently maintained on a year-to-year basis. If any expense paid in one (1) calendar year relates to more than (1) calendar year, such expense may be proportionately allocated among such related calendar years.

(e) Notwithstanding anything in this Section 7 to the contrary, but subject in all events to Subsection 7(d)(iii) above, Landlord hereby agrees that, for purposes of computing Tenant's Share of Operating Expenses hereunder for each calendar year or fiscal year of the Term following the 2025 calendar year (herein, the "**Cap Base Year**"), increases in Controllable Operating Expenses (as hereinafter defined) for any subsequent calendar or other fiscal year of Landlord during the Term hereof shall not exceed five percent (5%) of Controllable Expenses used in determining Tenant's Share of Operating Expenses for the immediately preceding calendar or other fiscal year during the Term (the "**Controllable Operating Expense Cap**"), subject to the following provisions:

(i) The Controllable Operating Expense Cap shall be applied on a cumulative, compounding basis such that, if Controllable Operating Expenses either decrease or increase by less than the foregoing Controllable Operating Expense Cap amount in any such year or years, Landlord may apply the difference between Controllable Operating Expenses and the Controllable Operating Expense Cap for such year or years to increase the Controllable Operating Expense Cap in another year or years, so long as Controllable Operating Expenses do not exceed the foregoing Controllable Operating Expense Cap on a cumulative, compounding basis during the Term. The Controllable Operating Expense Cap shall be initially established based upon Controllable Operating Expenses for the Cap Base Year. However, any increases in Operating Expenses not recovered by Landlord due to the foregoing limitation may be carried forward into succeeding calendar years during the Term (subject to the foregoing limitation) to the extent necessary until fully recouped by Landlord.

(ii) This provision is provided as a concession to Tenant, is personal to the City of Chicago (and to any Permitted Transferee pursuant to a Permitted Transfer, as each such term is hereinafter defined), and shall no longer apply if Tenant shall assign this Lease or sublet all or any portion of the Premises.

(iii) For purposes of this Subsection 7(e), “**Controllable Operating Expenses**” shall mean all Operating Expenses other than (a) insurance, (b) utility costs, rates, and charges, (c) snow removal costs and other weather-related costs (including extraordinary landscape maintenance costs, such as those resulting from infestation, storms, drought and other severe weather), (d) costs of governmental licenses, fees, and permits, (e) those labor costs which are subject to union or collective bargaining agreements or other industry-wide cost increases which are beyond the reasonable control of Landlord, (f) those costs required by applicable Laws and governmental regulations, (g) real estate and other taxes, including Taxes, (h) costs of capital improvements permitted under Clause (5) of the first grammatical paragraph of Subsection 7(b) above, (i) property management fees (subject, however, to the limitations expressly set forth in Clause (4) of the first grammatical paragraph of Subsection 7(b) above), (j) non-recurring costs due to federal, state, or local emergency declarations or similar circumstances (including, without limitation, epidemics, pandemics, viral outbreaks, and other medical or health emergencies), (k) costs incurred specifically at the request of Tenant or any Tenant Parties and not expressly required to be incurred by Landlord pursuant to this Lease, and (l) such other ordinary and customary costs and expenses as are beyond the reasonable control of Landlord from time to time. For purposes of the foregoing, the cost of services that can be competitively bid shall be “**beyond the reasonable control of Landlord**” if, with respect to the expense in question, either (1) Landlord selected the lowest qualifying bid from at least three (3) bidders, or (2) the increase is comparable to the increase in the same expense type incurred by owners of other Comparable Buildings.

8. **Default Interest.** Other remedies for non-payment of Rent notwithstanding, if any monthly installment of Net Rent or Additional Rent is not received by Landlord on or before the date due, or if any payment due Landlord by Tenant which does not have a scheduled due date is not received by Landlord on or before the thirtieth (30th) day following the date Tenant was invoiced, interest shall accrue on all such delinquent amounts from the date past due until paid at the lower of a rate of one and one-half percent (1½%) per month or fraction thereof from the date such payment is due until paid (Annual Percentage Rate = 18%), or the highest rate permitted by applicable Law (the “**Default Rate**”).

9. **Partial Payment.** No payment by Tenant or acceptance by Landlord of an amount less than the Rent herein stipulated shall be deemed a waiver of any other Rent due. No partial payment or endorsement on any check or any letter accompanying such payment of Rent shall be deemed an accord

and satisfaction, but Landlord may accept such payment without prejudice to Landlord's right to collect the balance of any Rent due under the terms, provisions, covenants, and conditions of this Lease or any late charge assessed against Tenant hereunder.

10. **Security Deposit.** [Intentionally Omitted]

C. **Use/Laws/Rules.**

11. **Use of Premises.**

(a) Tenant, for itself and for its partners, members, principals, officers, directors, shareholders, affiliates, employees, agents, lenders, contractors, consultants, assignees, subtenants, licensees, guests, or invitees (collectively, the "**Tenant Parties**"), agrees that the Premises shall be used and occupied for general office purposes, including, without limitation, the use of portions of the Premises for a lunch room, break room, operation of vending machines, microwave ovens, refrigerators, electronic data processing equipment, computer room, telephone switch, and computer equipment, including commercial printing, conference rooms, and other functions and facilities generally used in space leased for general office, but in all events of a type customary for Comparable Buildings, and for no other purpose. The Premises shall not be used for (i) any illegal purpose, (ii) in violation of any Law or governmental order or directive, (iii) any manner to create any nuisance or trespass, (iv) in any manner which will void the insurance or increase the rate of insurance on the Premises or the Building, (v) in any manner which threatens or endangers the life, health, safety, or welfare of Landlord or any of the other tenants or occupants of the Building, the Property, and/or the Project, nor (vi) in any manner inconsistent with the first-class nature of the Building. Neither Tenant nor any of the Tenant Parties shall (A) use or operate the Premises in any manner that will cause the Building, or any part thereof, not to conform with Landlord's sustainability practices, or (B) engage in acts of violence or threats of violence, including, without limitation, displaying, discharging, or possessing a firearm, knife, or other weapon that may threaten, alarm, or intimidate other tenants or occupants of the Building or the Project.

(b) Tenant shall not cause or permit the receipt, storage, use, location or handling on the Premises, the Building, the Property, and/or the Project of any product, material, or merchandise which is explosive, highly inflammable, or a Hazardous or Toxic Material (as hereinafter defined). "**Hazardous or Toxic Material**" shall mean and include, without limitation, all materials or substances which have been determined to be hazardous to health or to the environment and are regulated or subject to any applicable Laws, rules, and regulations from time to time, including, without limitation, hazardous waste (as defined in the Resource Conservation and Recovery Act); hazardous substances (as defined in the Comprehensive Emergency Response, Compensation and Liability Act, as amended by the Superfund Amendments and Reauthorization Act); gasoline or any other petroleum product or by-product or other hydrocarbon derivative; toxic substances, (as defined by the Toxic Substances Control Act); insecticides, fungicides or rodenticide, (as defined in the Federal Insecticide, Fungicide, and Rodenticide Act); asbestos and radon and substances determined to be hazardous under the Occupational Safety and Health Act or regulations promulgated thereunder; and mold. Notwithstanding the foregoing, Tenant shall not be in breach of this provision as a result of the presence in the Premises of minor amounts of Hazardous or Toxic Materials which are in compliance with all applicable Laws, ordinances, and regulations and are customarily present in a general office use (e.g., copying machine chemicals and kitchen cleansers).

(c) Without limiting in any way Tenant's obligations under any other term, provision, covenant, or condition of this Lease, Tenant and its successors and assigns shall, to the maximum extent permitted by applicable Laws, indemnify, protect, defend (with counsel approved by Landlord), and hold Landlord and the other Landlord Parties harmless from and against any and all claims, damages, liabilities, losses, costs, and expenses of any nature whatsoever, known or unknown, contingent or otherwise

(including, without limitation, attorneys' fees, litigation, arbitration and administrative proceedings costs, expert and consultant fees and laboratory costs, as well as damages arising out of the diminution in the value of the Premises or any portion thereof, damages for the loss of the Premises, and sums paid in settlement of claims), which arise during or after the Term in whole or in part as a result of the presence or suspected presence of any Hazardous or Toxic Materials, in, on, under, from or about the Premises, the Building, the Property, and/or the Project due to the acts or omissions of Tenant or any of the Tenant Parties, except to the extent that such claims, damages, liabilities, losses, costs and expenses arise out of or are caused by the negligence or willful misconduct of Landlord or any of the other Landlord Parties. Without limiting in any way Landlord's obligations under any other term, provision, covenant, or condition of this Lease, Landlord and its successors and assigns shall, to the maximum extent permitted by applicable Laws, indemnify, protect, defend and hold Tenant and the Tenant Parties harmless from any and all claims, damages, liabilities, losses, costs, and expenses of any nature whatsoever, known or unknown, contingent or otherwise (including, without limitation, reasonable attorneys' fees, litigation, arbitration and administrative proceedings costs, expert and consultant fees and laboratory costs, and sums paid in settlement of claims), which arise during or after the Term in whole or in part as a result of the presence of any Hazardous or Toxic Materials, in, on, under, from, or about the Premises, the Building, the Property, and/or the Project to the extent due to the (i) acts or omissions of Landlord or any of the other Landlord Parties, or (ii) the acts or omissions of other tenants of the Building, the Property, and/or the Project, in each case to the extent in violation of applicable Laws relating to Hazardous or Toxic Materials, except to the extent that, in any such case, such claims, damages, liabilities, losses, costs and expenses arise out of or are caused by the negligence or willful misconduct of Tenant or any of the Tenant Parties. The indemnities contained herein shall survive the expiration or earlier termination of this Lease.

(d) Tenant and the other Tenant Parties shall have the reasonable non-exclusive right to use, in common with Landlord, the other Landlord Parties, and the other tenants and occupants of the Project and their respective employees, customers, and invitees, and all others to whom Landlord has or may hereafter grant rights to use the same, the public portion of the common areas (the "**Common Areas**") as may exist from time to time in the Project to the extent permitted by the Landlord. Landlord shall have the right to close any or all portions of the Common Areas to such extent as may, in Landlord's opinion, be necessary to prevent a dedication thereof or the accrual of any rights to any person or the public therein or to discourage non-customer parking. Landlord shall at all times have full control, management, and direction of the Common Areas. Tenant shall not cause or allow any storage of materials or equipment outside of the Premises on within any of the Common Areas and may arrange for delivery of its goods and merchandise over and across the access and delivery alleys of the Common Areas only in vehicles of a size appropriate for such access and delivery alleys and otherwise in accordance with the Project rules and regulations promulgated by Landlord from time to time. So long as Landlord uses commercially reasonable efforts to minimize any material and adverse impact on Tenant's visibility, access to the Premises, and parking rights in connection therewith, Landlord reserves the right, at any time and from time to time, to reduce, increase, enclose, or otherwise change the size, number, location, layout, and nature of the Project and/or its Common Areas; to construct additional buildings and stories; to create additional rentable areas through use and/or enclosure of Common Areas; to close portions of the Common Areas for security reasons, to perform maintenance, repairs, replacement, and alterations and to discourage non-tenant parking; to place signs in the Common Areas and on the Project; to change the name of the Project; to change the nature of the use of any portion of the Project; and to perform such other acts as Landlord in the exercise of its business judgment shall determine to be necessary or appropriate for the Project. Tenant's right to use the Common Areas shall at all times be subject to the rules and regulations promulgated by Landlord from time to time.

12. Compliance with Laws.

(a) Tenant shall comply with all statutes, laws, orders, ordinances, codes, regulations, rules, rulings, orders, decrees, directives, policies, and requirements of all Federal, State, County, City, municipal and other governing authorities, departments, agencies, commissions, boards, or political subdivisions having jurisdiction over the Building, the Property, the Project, and/or the Land (each, a "**Law**", and, collectively, "**Laws**"), including, without limitation, the provisions of the American's with Disabilities Act signed into law on July 26, 1990, as amended, any regulations and rules promulgated thereunder, and any applicable state and local disabilities or accessibility requirements (collectively, the "**ADA**"), and with all applicable Board of Fire Insurance Underwriters' regulations and requirements, in each instance if and to the extent that the same relate to the use or occupancy of the Premises by Tenant or any other Tenant Parties, the Improvement Work, any Additional Work, or any other Alterations (as each such term is hereinafter defined) that Tenant or any other Tenant Parties propose to perform therein or anywhere in the Building (whether directed to Tenant or Landlord). Tenant shall not (i) make or permit any use of the Premises, the Building, the Property, and/or the Project, (ii) do or permit to be done anything in or on the Premises, the Building, the Property, and/or the Project, or (iii) bring on or keep anything in the Premises, the Building, the Property, and/or the Project, in each case, that would violate any applicable Laws. Tenant shall procure and maintain all licenses and permits legally necessary for the use and occupancy of the Premises by Tenant and/or any other Tenant Parties, the operation of Tenant's or such other Tenant Parties' business therein, and any Alterations, and shall deliver copies of such licenses and permits to Landlord from time to time upon reasonable prior written request. Without limitation of the foregoing, (A) it is Tenant's responsibility to provide access to all facilities under Tenant's control, (B) Tenant, at Tenant's expense, shall be responsible for complying with non-structural requirements with regard to the interior of the Premises, (C) Tenant shall not engage in any activity or allow any condition relating to the Premises that would violate the ADA, and (D) Tenant shall notify Landlord immediately of any investigation, proceeding, notice, or claim regarding a violation of the ADA relating to the Premises.

(b) Landlord shall comply with all Laws, and with all applicable Board of Fire Insurance Underwriters' regulations and requirements, in each instance if and to the extent that the same relate to the Common Areas of the Building, the Property, and/or the Project, or that affect office buildings generally or the Building specifically and are not required because of the particular manner of use of the Premises by Tenant or any other Tenant Parties, or any Alterations performed by or at the direction of Tenant or any other Tenant Parties, or any special or unique requirements of Tenant or any other Tenant Parties. Landlord may include the costs of performing its obligations hereunder in Operating Expenses, except to the extent expressly excluded therefrom under Section 7 hereof (including, without limitation, Clause (xiv) of the second grammatical paragraph of Subsection (7)(b) hereof).

13. **Waste Disposal.**

(a) All normal (i.e., that does not require special handling pursuant to Subsection 13(b) below) garbage, waste, trash, rubbish, and other refuse (collectively, "**Waste**") shall be disposed of through the Building's janitorial service, as well as the terms, provisions, covenants, and conditions of this Section 13.

(b) Tenant shall be responsible for the removal and disposal of any and all Waste deemed under applicable Law or by any governmental authority having jurisdiction thereof to be hazardous or infectious Waste, medical Waste, or Waste requiring special handling, such removal and disposal to be in accordance with any and all applicable Laws and/or governmental directives. Tenant agrees to separate and mark appropriately all Waste to be removed and disposed of through the janitorial service pursuant to Subsection 13(a) above and hazardous, infectious, medical, or special Waste to be removed and disposed of by Tenant pursuant to this Subsection 13(b). Without limiting in any way Tenant's obligations under any other term, provision, covenant, or condition of this Lease, Tenant shall, to the maximum extent permitted by applicable Law, indemnify, protect, defend (with counsel approved by Landlord), and hold

Landlord and the other Landlord Parties harmless from and against any and all claims, damages, liabilities, losses, costs, and expenses of any nature whatsoever that Landlord or any such Landlord Parties may suffer or sustain as a result of Tenant's failure to comply with the terms, provisions, covenants, and conditions of this Subsection 13(b).

(c) Tenant further covenants and agrees, at its sole cost and expense: (i) to comply with all present and future Laws, orders, regulations, and governmental directives of the Federal, State, county, municipal, or other governing authorities, departments, commissions, agencies, and boards regarding the collection, sorting, separation, and recycling of Waste; (ii) to comply with Landlord's recycling policy as part of Landlord's sustainability practices; (iii) to sort and separate Tenant's Waste and recycling into such categories as are provided by Law or Landlord's sustainability practices; (iv) that each separately sorted category of Waste and recycling shall be placed in separate receptacles as directed by Landlord; (v) that Landlord reserves the right to refuse to collect or accept from Tenant any Waste that is not separated and sorted as required by Law or Landlord's sustainability practices, and to require Tenant to arrange for such collection at Tenant's sole cost and expense, utilizing a contractor satisfactory to Landlord; and (vi) that Tenant shall pay all costs, expenses, fines, penalties, or damages that may be imposed on Landlord, any of the other Landlord Parties, or Tenant by reason of Tenant's failure to comply with the terms, provisions, covenants, and conditions of this Subsection 13(c).

14. **Rules and Regulations.** The rules and regulations in regard to the Building, a copy of which is attached hereto as Exhibit C and incorporated herein, and all other rules and regulations and modifications thereto which Landlord may hereafter from time to time adopt and promulgate after reasonable prior notice thereof to Tenant, for the government and management of the Building, are hereby made a part of this Lease and shall during the Term (including any renewal or extension thereof) be observed and performed by Tenant and the other Tenant Parties. Landlord shall apply and enforce all such rules and regulations in a commercially reasonable and non-discriminatory manner.

D. Services/Tenant Buildout.

15. **Services.**

(a) The "**Normal Business Hours**" of the Building shall be from 8:00 A.M. to 6:00 P.M. on Monday through Friday, 8:00 A.M. to 1:00 P.M. Saturdays, and at such other hours and times as determined by Landlord to be required for the majority of the occupants of the Building, exclusive of Sundays and such Building holidays as are reasonably designated by Landlord ("**Building Holidays**"). Initially and until further notice by Landlord to Tenant, the Building Holidays shall be: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving (and the day after Thanksgiving) and Christmas Day. Landlord shall furnish the following services during the Normal Business Hours of the Building except as noted (and any and all costs thereof or associated therewith shall be included as part of Operating Expenses hereunder, except to the extent expressly excluded therefrom under Section 7 hereof):

(i) Elevator service for passenger needs at all times, and for delivery needs during Normal Business Hours (provided, however, that (A) Tenant shall be required to pay such Building standard charges for freight elevator usage during times other than Normal Business Hours as Landlord may have in effect from time to time, and (B) Landlord shall have the right to establish limits on the use, occupancy, timing, and operation of such elevators from time to time to the extent necessary to comply with applicable Laws or governmental directives or orders, or as may otherwise be necessary or appropriate to comply with the guidelines or recommendations of the Centers for Disease Control and Prevention ("CDC") and/or any other Federal, State, county, municipal, or other governing authorities, departments, commissions, agencies, or boards with jurisdiction thereof or that may be applicable from time to time with respect thereto);

(ii) Air conditioning and heat to the Premises in substantial accordance with the standards set forth on the HVAC specifications shown on Exhibit D attached hereto and incorporated herein, subject to governmental regulations (so long as the occupancy level of the Premises and the heat generated by electrical lighting and fixtures do not exceed the thresholds set forth on Exhibit D attached hereto).

(iii) Hot and cold running water for all Common Area restrooms;

(iv) Soap, paper towels, and toilet tissue for Common Area restrooms (but excluding any restrooms located wholly within the Premises, the stocking of which shall be at Tenant's sole and direct cost and expense);

(v) Janitorial service Monday through Friday in substantial accordance with the cleaning specifications shown on Exhibit E attached hereto and incorporated herein;

(vi) Electrical and mechanical maintenance services in the Building;

(vii) Electric power for the Premises shall not be furnished by Landlord but shall be furnished by the electric utility serving the Building. Tenant shall make all necessary arrangements with the utility company for securing and paying for electric power furnished by it to Tenant, and Tenant shall pay for all electric power consumed on the Premises during the Term of this Lease. To the extent that the Premises is not currently separately metered for electricity, Tenant shall cause the Premises to be separately metered for electricity;

(viii) Replacement of Building standard lamps, bulbs, and ballasts as needed from time to time, which replacement (including labor therefor) shall be at Tenant's sole cost and expense;

(ix) Repairs and maintenance as described in Section 22 of this Lease;

(x) 24-hour manned general security services in the Project 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, and (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

(xi) General Building management, including supervision, inspections, recordkeeping, accounting, and related management functions.

(b) Tenant may request, but shall have no right to, any services in excess of those provided herein. Landlord may, in its sole discretion and without any obligation to do so (and at Tenant's sole cost and expense to the extent not included as part of Operating Expenses hereunder), provide excess services not enumerated herein. If Tenant uses services in an amount or for a period in excess of that provided for herein, or requests repair and maintenance services after Normal Business Hours, then Landlord reserves the right, if Landlord elects to provide such excess or after-hours services, to charge Tenant as Additional Rent hereunder a reasonable sum as reimbursement for the direct cost of such added services, and to charge Tenant for the cost of any additional equipment or facilities or modifications thereto which are necessary to provide the additional services, and/or to discontinue providing such excess services

to Tenant. Landlord reserves the right to purchase, and to require Tenant to utilize, green or renewable energy hereunder.

(c) In the event that Tenant, any other Tenant Parties, any of their respective employees, agents, vendors, contractors, guests, or invitees, or anyone acting under their direction or control, enters into the Premises, the Building, and/or the Property at any time while suffering (symptomatically, asymptotically, or otherwise) from any infectious, contagious, or communicable virus, disease, or other sickness (including, without limitation, COVID-19 or any derivative thereof) that is the subject of any declared pandemic, epidemic, or other national, state, or local health emergency, Tenant shall be solely responsible for performing, at Tenant's sole cost and expense, such additional janitorial, cleaning, disinfection, and/or sanitization services in and to the Premises as Tenant deems necessary or appropriate (it being acknowledged, understood, and agreed that any such additional janitorial, cleaning, disinfection, and/or sanitization services in and to the Premises shall not be the responsibility of Landlord hereunder).

(d) Landlord shall not be liable for any damages directly or indirectly resulting from the failure, discontinuance, or interruption in or of any of the utilities or services described above, nor shall any such failure, discontinuance, or interruption be deemed an eviction or disturbance of Tenant's use and/or possession of the Premises, or any part thereof, relieve Tenant from the performance of Tenant's obligations under this Lease, or entitle Tenant to any abatement, deferral, or reduction of Rent hereunder (except as expressly provided under Subsection 15(e) below). In no event shall Landlord be liable for damages by reason of loss of profits, business interruption, or other consequential damages on account of any such failure, discontinuance, or interruption in services or utilities. To the extent within Landlord's reasonable control, Landlord shall use all reasonable efforts to furnish uninterrupted services and utilities as required above.

(e) Notwithstanding the foregoing, if any failure, discontinuance, or interruption of any service or utility which Landlord is expressly required to provide pursuant to this Section 15 (i) was not caused by a fire or other casualty (in which event Section 25 shall govern and control), (ii) was not caused by or otherwise attributable to any act or omission of Tenant or any Tenant Parties, (iii) was within the reasonable control of Landlord to prevent, (iv) continues beyond five (5) consecutive business days after written notice thereof is delivered to Landlord, (v) materially and adversely affects Tenant's ability to conduct business in the Premises, or any portion thereof, and (vi) on account of such failure, discontinuance, or interruption, Tenant ceases doing business in the Premises, or such affected portion thereof, then Net Rent and Additional Rent shall thereafter abate proportionately until the earlier of (A) the date on which Landlord restores such failed, discontinued, or interrupted service, and (B) the date on which Tenant recommences conducting its business in the Premises, or such affected portion thereof. In addition, if any failure, discontinuance, or interruption of any service or utility which Landlord is expressly required to provide pursuant to this Section 15 (1) was not caused by a fire or other casualty (in which event Section 25 shall govern and control), (2) was not caused by or otherwise attributable to any act or omission of Tenant or any Tenant Parties, (3) was within the reasonable control of Landlord to prevent, (4) continues beyond two hundred seventy (270) consecutive days after written notice thereof is delivered to Landlord, (5) materially and adversely affects Tenant's ability to conduct business in the Premises, or any material portion thereof (which, for purposes hereof, shall mean more than 40,000 rentable square feet thereof), and (6) on account of such failure, discontinuance, or interruption, Tenant ceases doing business in the Premises, or such affected material portion thereof (which, for purposes hereof, shall mean more than 40,000 rentable square feet thereof), then, so long as the conditions set forth in Clauses (1) through (6), inclusive, above remain in effect, Tenant shall have the right to terminate this Lease upon written notice delivered to Landlord at any time after the expiration of said 270-day period but prior to the date on which Landlord restores such failed, discontinued, or interrupted service. The remedies expressly set forth in this Subsection 15(e) shall constitute Tenant's sole and exclusive remedies with respect to any failure, discontinuance, or interruption of any service or utility which Landlord is expressly required to provide

pursuant to this Section 15, and Tenant hereby waives any and all other rights or remedies it may have at Law or in equity in connection with the same.

(f) Tenant specifically acknowledges, understands, and agrees that the safety and security devices, services, programs, and protocols provided by Landlord from time to time, if any, while intended to deter crime and enhance safety, may not in certain instances (or in any specific instance) prevent theft, death, bodily injury, or other criminal acts, or ensure the safety of persons or property. The risk that any safety or security device, service, program, or protocol may not be effective, or may malfunction, or may be circumvented by a criminal, or be otherwise insufficient, is assumed by Tenant and the Tenant Parties with respect to their property and interests, as well as the use and occupancy of, and their business operations in, the Premises and the Project, and Tenant shall obtain such insurance coverage as Tenant deems necessary or appropriate to the extent that Tenant desires protection against such criminal acts and other losses, as further described in Section 28 hereof. Tenant and the Tenant Parties shall fully cooperate in any reasonable safety or security program developed by Landlord or required by applicable Law.

16. **Telephone and Data Equipment.** Landlord shall have no responsibility for providing to Tenant any telephone or telecommunications equipment, including wiring, within the Premises or for providing telephone or telecommunications service or connections from the utility to the Premises, except as required by Law. Notwithstanding the foregoing, (a) Tenant shall have reasonable access to the Building's equipment room(s) and riser(s), and may run such fiber, wiring, conduit, and the like from such equipment room(s) to the Premises as may be needed to serve Tenant's telecommunications equipment located therein, and (b) Tenant shall be entitled to use, in common with others entitled thereto, Tenant's Share of the existing riser space in the Building, subject in all events to the terms, provisions, covenants, and conditions of this Lease, as well as Tenant's compliance with such riser management agreements, access restrictions, and rules and regulations as may be in effect from time to time in the Building. Tenant shall not alter, modify, add to, or disturb any telephone or telecommunications wiring or equipment in the Premises or elsewhere in the Building or the Project without the Landlord's prior written consent, which consent may be granted or withheld in Landlord's sole and absolute discretion (but which consent shall not be unreasonably withheld, conditioned, or delayed otherwise so long as any such alterations, modifications, or additions do not materially and adversely affect any base Building telecommunications pathways, raceways, risers, lines, equipment, or connections, or the telecommunications installations, equipment, or services of any other tenant or occupant of the Building or the Project). Tenant shall be liable to Landlord for any damage to the telephone or telecommunications wiring or equipment in the Building or the Project due to the acts or omissions of Tenant or any of the other Tenant Parties. Tenant shall have no access to the telephone or telecommunications closets or risers within the Building or the Project, except in the manner and under procedures established by Landlord. Tenant shall promptly notify Landlord of any actual or suspected failure of telephone or telecommunications service to the Premises. All costs incurred by Landlord for the installation, maintenance, repair, and/or replacement of telephone or telecommunications wiring or equipment within the Building and/or the Project shall be an Operating Expense unless Landlord is separately reimbursed for such costs by other tenants of the Building (other than as part of Operating Expenses). Neither Landlord nor any of the other Landlord Parties shall be liable to Tenant or any of the other Tenant Parties, and Tenant hereby waives all claims against Landlord and the other Landlord Parties whatsoever, whether for personal injury, property damage, loss of use of the Premises, or otherwise, due to the interruption or failure of telephone or telecommunications services to the Premises. To the maximum extent permitted by applicable Law, Tenant agrees to indemnify, protect, defend, and hold harmless Landlord and the other Landlord Parties from and against any and all liability for any damage, loss, or expense due to any failure or interruption of telephone or telecommunications services or equipment to the Premises for any reason. Tenant agrees to obtain business interruption insurance adequate to cover any damage, loss, or expense occasioned by the interruption of telephone or telecommunications services or equipment.

17. **Signs.** A Building standard suite entry sign identifying Tenant's name shall be installed on the door to the Premises or adjacent to the entry to the Premises. Tenant shall also be entitled to Building-standard identification signage on the existing multi-tenant Building lobby directory. Landlord shall pay the initial cost of such suite entry signage (to the extent installed by Landlord) and main lobby tenant directory signage (provided, however, that any changes in or to any such signage as may be requested by Tenant from time to time following the initial installation thereof shall be at Tenant's sole cost and expense). Otherwise, Tenant shall not paint or place any signs, placards, or other advertisements of any character upon the windows or inside walls of the Premises (except with the prior consent of Landlord, which consent may be withheld by Landlord in its sole and absolute discretion), and Tenant shall place no signs upon the outside walls, common areas, or the roof of the Building, or any other portion or portions of the Project.

18. **Parking.** No rights to specific parking spaces are granted under this Lease; provided, however, subject to Landlord's rights pursuant to the last sentence of this Section 18, Tenant shall be entitled to use up to three hundred eighteen (318) total parking spaces (herein, the "**Allocated Parking Spaces**") in the parking facilities located on the Property and allocated to the Building from time to time (based upon the existing parking ratio of 3.2/1,000 in effect as of the Effective Date hereof). As part of the foregoing Allocated Parking Spaces, Tenant shall be entitled to forty (40) reserved executive parking spaces (the "**Reserved Spaces**") located in such portion(s) of the "Reserved Parking Section" on the first (1st) and/or second (2nd) floors of the covered parking garage serving the Building as Landlord shall direct from time to time, at no additional charge but otherwise subject to the terms, provisions, covenants, and conditions hereof. Such "Reserved Parking Section" is more specifically shown and depicted on Exhibit G attached hereto and incorporated herein. All such Reserved Spaces shall be included as part of Allocated Parking Spaces otherwise available hereunder. Except for the Reserved Spaces as aforesaid, all parking spaces provided to Tenant shall be unreserved and are to be used by Tenant, and its employees and invitees, in common with the other tenants and occupants of the Building and the Project, and their respective employees and invitees, and subject in all events to the rules and regulations applicable to the Building and Project parking areas, as the same may be amended from time to time. Landlord reserves the right to build improvements upon, reduce the size of, relocate, reconfigure, eliminate, and/or make alterations or additions to such parking facilities at any time, and further reserves the right to tow or cause to be towed any violator(s) of the applicable parking rules and regulations, which towing shall be at the sole cost and expense of such violator(s). Landlord further reserves the right to regulate parking within the Common Areas, including the right to preclude Tenant from parking in certain parking spaces or requiring Tenant and its employees and invitees to park their cars only in areas specifically designated from time to time by Landlord for that purpose. Except for vehicles parked entirely within the Reserved Spaces, no overnight parking is allowed unless expressly otherwise authorized by Landlord. Automobile license numbers of Tenant's employees' cars shall be furnished to Landlord upon Landlord's request. Tenant shall not permit vehicles to be abandoned or stored in the parking areas. Without limitation of the terms, provisions, covenants, and conditions of Subsection 28(f) and Section 30 hereof, the use of any and all such parking spaces shall at all times be at the sole risk of Tenant, and its employees and invitees, and in no event shall Landlord have any liability whatsoever, whether to Tenant or to any such employees or invitees, or to any other party, for any damage to any automobiles, motor vehicles, or other property parked or otherwise located in or about the parking facilities serving the Property from time to time. If Tenant violates this Section 18 and such violation continues for twenty-four (24) hours after written notice from Landlord of such violation is delivered to Tenant, Tenant shall pay to Landlord a charge of Two Hundred Dollars (\$200.00) per day for each day that such violation continues thereafter.

19. **Condition of Premises.** Except as expressly provided to the contrary in this Lease, Tenant shall accept the Premises in its "AS IS", "WHERE IS", and "WITH ALL FAULTS" condition by taking possession of and/or occupying the Premises, and understands and agrees that Landlord shall not thereafter have any obligation to alter, remodel, improve, renovate, repair, decorate, or perform any other work, install any fixtures or equipment or render any services to make the Premises, the Building, the Property, and/or

the Project, or any part thereof, ready or suitable for Tenant's use and occupancy. In no event shall Tenant be entitled to compensation or any other damages or any other remedy against Landlord in the event the Premises, the Building, the Property, and/or the Project are not deemed suitable for Tenant's use.

20. **Tenant Buildout and Finishes.**

(a) Tenant will construct the Improvement Work and any Additional Work in the Premises at Tenant's sole cost and expense (subject to application of the Tenant Improvement Allowance) and in accordance with the Work Letter. Landlord is providing Tenant with the Tenant Improvement Allowance set forth in Item 10 of the Basic Lease Provisions and as otherwise provided in the Work Letter.

(b) Tenant shall be solely responsible for applying for, and obtaining, at Tenant's sole cost and expense, any certificate of occupancy and/or other governmental licenses or approvals required by the City and/or any other governmental entity or agency with jurisdiction thereof in connection with Tenant's use and occupancy of, or Tenant's business operations within, the Premises. In no event shall Landlord have any liability or responsibility for such certificate of occupancy and/or other governmental licenses or approvals, or for any costs or delays associated therewith.

21. **Force Majeure.** In the event of a strike, lockout, labor trouble, civil commotion, riot, insurrection, war, act of terrorism, act of God, governmentally ordered restriction or shutdown due to epidemic, pandemic, or other national, state, or municipal health emergency (including, by way of example and not limitation, COVID-19 and/or any variant thereof), condition of supply or demand which is affected by civil commotion, riot, insurrection, war, act of terrorism, act of God, governmentally ordered restrictions, closures, or shutdowns due to epidemic, pandemic, or other national, state, or municipal health or emergency, or any restrictive governmental Laws or regulations not in effect as of the Effective Date of this Lease, or any other event beyond the reasonable control of Landlord or Tenant, as the case may be (each, a “**Force Majeure Event**”, and, collectively, “**Force Majeure Events**”), which results in Landlord or Tenant, as the case may be, being unable to timely perform any of its non-monetary obligations hereunder, whether to repair the Premises, provide services, perform other work, or otherwise, then, so long as Landlord or Tenant, as the case may be, diligently proceeds to perform such obligations after the end of such Force Majeure Event, Landlord or Tenant, as the case may be, shall not be in breach or default under this Lease and this Lease shall not terminate if, and for so long as, such Force Majeure Event renders Landlord or Tenant, as the case may be, unable to so perform such obligations hereunder; provided, however, notwithstanding anything in this Section 21 or elsewhere in this Lease to the contrary, (i) in no event shall Tenant's obligation to pay any Net Rent, Additional Rent, or any other charges and sums due and payable by Tenant hereunder, nor shall Landlord's obligation to pay any charges or sums due and payable by Landlord hereunder, be excused in connection with, or as a result of, any such Force Majeure Event, and (ii) reasons such as lack of money, financial inability, insolvency, and loss of, or reduction in, actual or projected revenues or income, whether temporary or permanent, and irrespective of cause, shall not constitute, or be deemed to constitute, a Force Majeure Event for purposes of this Lease.

E. **Repairs/Alterations/Casualty/Condemnation.**

22. **Repairs By Landlord.** Except for damage caused by casualty and condemnation (which shall be governed by Section 25 and Section 26, respectively, below), and subject to normal wear and tear, Landlord shall maintain in good condition and repair and in a manner consistent with Comparable Buildings the exterior walls, the exterior windows and window frames, roof, Common Areas, foundation, structural portions, elevators, and the base Building mechanical, electrical, plumbing, sprinkler, life safety, and HVAC systems and equipment (subject to inclusion of the costs thereof as part of Operating Expenses hereunder, except to the extent expressly excluded therefrom under Section 7 hereof). If any damage to the Building and/or the Property outside of the Premises or to any equipment or appurtenance thereto or any

part thereof results from any negligent act or omission, willful misconduct, or breach of Tenant's obligations under this Lease of or by Tenant or any other Tenant Party, Landlord may, at Landlord's option, make such repairs and replacements or undertake such maintenance at Tenant's sole cost and expense.

23. **Repairs By Tenant.** Except for Landlord's obligations as expressly set forth under Section 22 above, Tenant shall at all times, at Tenant's sole cost and expense, keep in good, safe, and sanitary condition, in compliance with all applicable Laws, and in good working order, condition, and repair, the Premises, including, without limitation, all property installed in the Premises by Tenant or any Tenant Parties at all times during the Term, subject to ordinary wear and tear, casualty, and condemnation. Without limitation of the foregoing, Tenant shall: (i) maintain in good order, condition, and repair at all times all of the improvements, fixtures, equipment, window coverings, furnishings, and appurtenances within the Premises (including all electrical, plumbing, and heating, ventilation, and air conditioning systems and equipment located within the Premises and providing service solely to the Premises); (ii) maintain in good order, condition, and repair at all times all telecommunications lines, cabling, and equipment of Tenant or any Tenant Parties installed in the Premises and/or the Building, including, without limitation, the Existing Sublease Removal Items (as hereinafter defined); and (iii) repair (or, at Landlord's option, reimburse Landlord for Landlord's actual cost of repairing) any damage caused to the portions of the Building and/or the Property located outside of the Premises to the extent arising from the acts or omissions of Tenant or any of the other Tenant Parties (including, without limitation, (a) the construction or installation of improvements in or to the Premises by, at the direction of, or on behalf of Tenant or any of the other Tenant Parties, and (b) the moving of any property into or out of the Premises and/or the Building by, at the direction of, or on behalf of Tenant or any of the other Tenant Parties). Notwithstanding the foregoing, Tenant shall not be obligated to make any structural alterations or capital improvements to the Premises or the Building 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 (as distinguished from structural alterations, capital improvements, or other work made necessary by (y) Tenant's particular manner of use of the Premises, and not merely as a result of Tenant's general "office usage", or (z) any work, including, without limitation, Alterations, the Improvement Work, or any other work done in the Premises or the Building by or on behalf of Tenant or any other Tenant Parties, all of which shall be and remain the responsibility of Tenant). In the event that any such Tenant maintenance or repair work is required, Tenant shall promptly arrange for the same either through Landlord (if Landlord so agrees, and so long as Tenant reimburses Landlord for Landlord's actual costs), or if Tenant so elects, using such other contractors as Tenant shall select, subject to Landlord's prior written approval, not to be unreasonably withheld, conditioned, or delayed so long as such contractors are licensed, bonded, and insured union contractors capable of performing quality workmanship and capable of working in harmony with (and without disruption of) the contractors of Landlord and the other tenants and occupants of the Building. In the event that Tenant fails to perform any Tenant' maintenance or repair work as required above, Landlord, upon providing Tenant with such prior notice as is reasonable under the circumstances, may (but shall not be required to) perform such work at Tenant's expense, plus an administrative fee of ten percent (10%) of the actual costs thereof. Any and all work performed by or at the direction of Tenant or any Tenant Parties hereunder shall comply with Landlord's sustainability practices in effect from time to time.

24. **Alterations and Improvements/Liens.**

(a) Tenant shall not make or allow to be made any alterations, physical additions, or improvements (collectively, "**Alterations**") in or to the Premises without first obtaining in writing Landlord's written consent for such Alterations, which consent may be granted or withheld in Landlord's sole and absolute discretion if the Alterations will affect the Building structure or systems, will impact other tenants' premises, or will be visible from outside the Premises, but which consent shall not be unreasonably withheld otherwise. Tenant will deliver to Landlord plans and specifications for any proposed Alterations and shall reimburse Landlord for Landlord's reasonable cost to review such plans, and shall also pay to

Landlord a supervisory fee equal to five percent (5%) of the cost of the proposed Alterations. Any Alterations shall at once become the property of Landlord; provided, however, that Landlord, at its option, may require Tenant to remove any Alterations in order to restore the Premises to the condition existing on the Commencement Date (provided, if so requested by Tenant at the time Tenant submits its request for consent hereunder, Landlord shall notify Tenant at the time of Landlord's consent whether such Alterations will be required to be removed). All costs of any such Alterations shall be borne by Tenant. All Alterations shall be made in a good, first-class, workmanlike manner and in a manner that does not disturb other tenants (i.e., any loud work must be performed during times other than Normal Business Hours), and Tenant must maintain appropriate liability and builder's risk insurance throughout the construction. Without limiting in any way Tenant's obligations under any other provision of this Lease, Tenant shall, to the maximum extent permitted by applicable Law, indemnify, protect, defend (with counsel approved by Landlord), and hold Landlord and the other Landlord Parties harmless from and against any and all claims, damages, liabilities, losses, costs, and expenses of any nature whatsoever that Landlord may suffer or sustain which arise out of or relate to the performance of any such Alterations made by or on behalf of Tenant or any Tenant Parties. Under no circumstances shall Landlord be required to pay, during the Term of this Lease and any extensions or renewals thereof, any ad valorem or property tax on such Alterations, Tenant hereby covenanting to pay all such taxes when they become due. In the event that any Alterations are to be performed by contractors or workmen other than Landlord's contractors or workmen, any such contractors or workmen must first be approved, in writing, by Landlord (which approval will not be unreasonably withheld so long as such contractors are licensed, insured, bonded, and capable of performing quality workmanship and working in harmony with the contractors of Landlord and/or the Building). Landlord agrees to assign to Tenant any rights Landlord may have against the contractor of the Premises with respect to any work performed by such contractor in connection with Alterations made by Landlord at the request of Tenant. Any and all Alterations performed by or at the direction of Tenant hereunder shall comply with Landlord's sustainability practices in effect from time to time.

(b) Notwithstanding anything in this Section 24 to the contrary, but subject to all other terms, provisions, covenants, and conditions of this Lease, including, without limitation, the other terms, provisions, covenants, and conditions of this Section 24, 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 (except as otherwise required by applicable Law), but with reasonable advance written notice to Landlord, certain Alterations in and to the interior of 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, structural components of the Building, or the Common Areas, (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"**).

(c) Nothing contained in this Lease shall authorize or empower Tenant to do any act which shall in any way encumber Landlord's title to the Building, Property, or Premises, nor in any way subject Landlord's title to any claims by way of lien or encumbrance whether claimed by operation of Law or by virtue of any expressed or implied contract of Tenant, and any claim to a lien upon the Building or Premises arising from any act or omission of Tenant shall attach only against Tenant's interest and shall in all respects be subordinate to Landlord's title to the Building, Property, and Premises. If Tenant has not removed any such lien or encumbrance or, so long as Tenant is then contesting such lien or encumbrance diligently and in good faith, delivered to Landlord a title indemnity, bond, or other security reasonably satisfactory to Landlord, within thirty (30) days after written notice to Tenant by Landlord, Landlord may pay the amount necessary to remove such lien or encumbrance, without being responsible for making any investigation as to the validity thereof, and the amount so paid shall be deemed additional Rent reserved under this Lease due and payable forthwith.

25. **Destruction or Damage.**

(a) If the Building or the Premises are totally destroyed by storm, fire, earthquake, or other casualty, or damaged to the extent that, in Landlord's reasonable opinion, the damage cannot be restored within one hundred eighty (180) days of the date Landlord provides Tenant Landlord's Notice (as hereinafter defined), or if the damage is not fully covered by standard "all risk", "special form", or equivalent property insurance, or if the Landlord's lender requires that the insurance proceeds be applied to its loan, Landlord and Tenant shall each have the independent right to terminate this Lease effective as of the date of such destruction or damage, by written notice delivered to the other party on or before thirty (30) days following Landlord's Notice, and Rent shall be accounted for as between Landlord and Tenant as of that date. Landlord shall provide Tenant with written notice no later than sixty (60) days following the date of such damage ("**Landlord's Notice Period**"), of whether the loss is covered by Landlord's insurance coverage, whether or not Landlord's lender requires the insurance proceeds be applied to its loan, and whether Landlord intends to repair and restore the Building or the Premises, including the estimated time needed to restore ("**Landlord's Notice**"). If Landlord fails to deliver Landlord's Notice prior to expiration of the Landlord's Notice Period, Tenant may elect to terminate the Lease effective as of the date of such destruction or damage by written notice delivered to Landlord at any time thereafter but prior to the delivery of Landlord's Notice. If Landlord's Notice indicates Landlord's election not to repair the Building or the Premises, Tenant may elect to terminate the Lease effective as of the date of such destruction or damage by written notice to Landlord.

(b) If the Premises are damaged by any such casualty or casualties but neither party is entitled to or does not terminate this Lease as provided in Subsection 25(a) above, this Lease shall remain in full force and effect, Landlord shall deliver Landlord's Notice as aforesaid notifying Tenant that such damage will be restored (and will include Landlord's good faith estimate of the date the restoration will be complete), in which case Rent shall abate as to any portion of the Premises which is not usable for the period of such untenantability, and Landlord shall promptly commence to diligently restore the Premises (excluding, however, any items which Tenant is required to insure under Subsection 28(a)(ii) below) to substantially the same condition as before such damage occurred as soon as practicable, whereupon full Rent shall recommence. If Landlord fails to either commence such restoration within ninety (90) days following the date of the occurrence of such damage or destruction, or substantially complete such restoration or repairs within nine (9) months from the date of the occurrence of such damage or destruction, subject, in each case, to extension for Force Majeure Events, not to exceed an additional ninety (90) days, and delays attributable to the acts or omissions of Tenant or any Tenant Parties, Tenant may elect to terminate this Lease by written notice delivered to Landlord at any time thereafter, but prior to the commencement of such restoration or the substantial completion of such restoration, as the case may be. Landlord shall also have the right and option, to be exercised in Landlord's sole and absolute discretion, to offer to relocate Tenant to other space in the Building or the Project on a temporary basis during the performance of such restoration, for which Tenant shall have the right, but not the obligation, to accept, and in the event Tenant accepts said temporary space, the Rent abatement otherwise applicable hereunder shall not apply (but Rent shall be adjusted to account for the difference in rentable area between the Premises and such temporary space for the period of such temporary occupancy).

(c) If such damage occurs within the last twelve (12) months of the Term, either party shall have the right, upon delivery of written notice to the other party within thirty (30) days following such damage, to cancel and terminate this Lease as of the date of such damage, provided, however, that Tenant may not elect to terminate this Lease if such damage was caused by the intentional act of Tenant, its agents, servants, employees or invitees.

(d) Tenant agrees that Landlord's obligation to restore, and the abatement of Rent provided herein, or Tenant's right to terminate as above set forth in this Section 25, shall be Tenant's sole

recourse in the event of such damage, and waives any other rights Tenant may have under any applicable Law to terminate this Lease by reason of damage to the Premises or Property. If prior to any such election to terminate Tenant has elected to extend the Term pursuant to the terms, provisions, covenants, and conditions of this Lease and such election may not then according to its terms be rescinded or terminated, then for purposes of this Section 25 the Term shall be deemed to expire on such extended date.

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

26. **Eminent Domain.** If the whole of the Building or Premises, or such portion thereof as will make the Building or Premises unusable in the reasonable judgment of Landlord for their intended purposes, is condemned or taken by any legally constituted authority for any public use or purpose, then in either of such events, this Lease shall terminate and the Term hereby granted shall cease from that time when possession thereof is taken by the condemning authorities, and Rent shall be accounted for as between Landlord and Tenant as of such date. If a portion of the Building or Premises is so taken, but not such amount as will make the Premises unusable in the reasonable judgment of Landlord for the purposes herein leased, or if this Lease has not terminated, this Lease shall continue in full force and effect and the Rent shall be reduced prorata in proportion to the amount of the Premises so taken. Tenant shall have no right or claim to any part of any award made to or received by Landlord for such condemnation or taking, and all awards for such condemnation or taking shall be made solely to Landlord, provided however that Tenant shall have the right to pursue any separate award for loss of its equipment and trade fixtures, for moving expenses, and for any other expenses or any other rights afforded Tenant by the condemning authority, so long as, in any case, such action does not reduce the award to which Landlord is entitled.

27. **Damage or Theft of Personal Property.** All personal property brought into the Premises shall be at the risk of Tenant and the Tenant Parties only, and Landlord shall not be liable for theft thereof or any damage thereto occasioned by any acts of co-tenants, other occupants of the Building, or any other person, except, with respect to damage to the Premises, to the extent caused by the negligent or willful act of Landlord or the other Landlord Parties (but subject to the insurance and waiver of subrogation provisions set forth in Section 28 below).

F. Insurance/Indemnities/Waiver/Estoppel.

28. Insurance; Waivers.

(a) Tenant covenants and agrees that from and after the date of delivery of the Premises from Landlord to Tenant, Tenant will carry and maintain, at its sole cost and expense, the following types of insurance, in the amounts specified and in the form hereinafter provided for:

(i) Commercial General Liability ("CGL") Insurance written on an occurrence basis, covering the Premises and all operations of the 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 (per location) and Umbrella Liability Insurance in an

amount not less than \$5,000,000 for each policy year. The general aggregate limits under the Commercial General Liability insurance policy or policies shall apply separately to the Premises and to Tenant's use thereof (and not to any other location or use of Tenant) and such policy shall contain an endorsement to that effect. The certificate of insurance evidencing the CGL form of policy shall specify all endorsements required herein and shall specify on the face thereof that the limits of such policy apply separately to the Premises.

(ii) Property insurance covering all of the items included in Tenant's leasehold improvements, including, without limitation, the Improvement Work and any Additional Work, additional or supplemental heating, ventilating, and air conditioning equipment or other utility equipment installed or maintained by Tenant or any of the other Tenant Parties (if any), trade fixtures, merchandise, equipment, inventory, furniture, furnishings, files, and personal property from time to time in, on or upon the Premises, Alterations made by Tenant or any Tenant Parties pursuant to Section 24, and the Existing Sublease Removal Items (collectively, "**Tenant's Insurable Property**"), 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 equivalent fire and casualty insurance policy. Any policy proceeds from such insurance shall be held in trust by Tenant's insurance company for the repair, construction and restoration or replacement of the property damaged or destroyed unless this Lease shall cease and terminate under the terms, provisions, covenants, and conditions of Section 25 of this Lease.

(iii) 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.

(iv) 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 which insurance shall be issued on an "all risks" basis (or its equivalent).

(b) All policies of the insurance provided for in Subsection 28(a) above shall be issued in form acceptable to Landlord by insurance companies with a rating of "A-" and a financial size of "VI" in the most current available "Best's Insurance Reports" issued by A.M. Best Company, and licensed to do business in the state in which the Building is located. Each and every such policy:

(i) shall, with respect to the insurance described in Subsection 28(a)(i) above, name Landlord, FCA-IV, LLC, FCA Partners, LLC, their respective subsidiary and affiliate companies, the respective employees, officers, directors, and agents of such companies, any mortgagee of Landlord, and any other parties reasonably designated in written notice from Landlord from time to time (collectively, the "**Landlord Insureds**") as additional insureds, and shall, with respect to the insurance described in Subsection 28(a)(ii) above, name the Landlord Insureds as loss payees thereunder;

(ii) shall (and a certificate thereof, including all applicable endorsements, shall be delivered to Landlord at or prior to the execution of this Lease) be delivered to Landlord and such Landlord Insureds prior to delivery of possession of the Premises to Tenant, and thereafter no later than ten (10) days prior to the inception (or renewal) of each new policy, and as often as any such policy shall expire or terminate. Renewal or additional policies shall be procured and maintained by Tenant in like manner and to like extent;

(iii) shall contain a provision that the insurer will give to Landlord and such Landlord Insureds at least thirty (30) days' notice in writing (and ten (10) days' notice in the case of non-payment) in advance of any material change, cancellation, termination or lapse, or the effective date of any reduction in the amounts of insurance (and shall include an endorsement to this effect), provided, however, in the event that such insurer fails or refuses to include such notice provision, then Tenant shall be required to provide such notice to Landlord at the time and in the manner set forth herein; and

(iv) shall be written as a primary policy which does not contribute to and is not in excess of coverage which Landlord may carry.

(c) Any insurance provided for in Subsection 28(a) may be maintained by means of a policy or policies of blanket insurance, covering additional items or locations or insureds, provided, however, that: (i) Landlord and the Landlord Insureds shall be named as additional insureds thereunder as their interests may appear; (ii) the coverage afforded Landlord and the Landlord Insureds will not be reduced or diminished by reason of the use of such blanket policy of insurance; and (iii) the requirements set forth in this Section 28 are otherwise satisfied.

(d) The issuance or maintenance of insurance of any type by Tenant hereunder will not be deemed or construed to release, limit, waive, or discharge Tenant from any of the obligations and risks imposed by this Lease or by applicable Law upon Tenant. Neither failure by Landlord to require proof of insurance from Tenant, nor the contents of a certificate of insurance provided by Tenant, shall be deemed a waiver or reduction of Landlord's or any other additional insured's rights or Tenant's obligations regarding the provision of insurance under this Lease. The insurance requirements set forth herein are minimum requirements for this Lease and shall in no way limit, or be deemed to limit, the indemnity covenants contained in this Lease. Landlord in no way represents or warrants that the minimum limits contained herein are sufficient to protect Tenant from liabilities that might arise out of this Lease, or the performance of the obligations of Tenant or any of the Tenant Parties hereunder, and Tenant is free to purchase such additional insurance as Tenant may determine is necessary or prudent. On insurance policies where Landlord is named as an additional insured, Landlord shall be an additional insured to the full limits of liability purchased by Tenant, even if those limits of liability are in excess of those required under this Lease.

(e) During the Term hereof, Landlord shall in a manner comparable to other Comparable Buildings keep in effect (i) "all risk", "special form", or equivalent commercial property insurance on the Building, its fixtures and equipment (excluding, however, any of the items required to be insured by Tenant under Subsection 28(a)(ii) above, or similar items required to be insured by other tenants or occupants of the Building), and rent loss insurance on prevailing, commercially available terms for a period and amount of not less than one (1) year of rent (such commercial property insurance policy shall, at a minimum, cover the perils insured under the ISO special causes of loss form which provides "all risk", "special form", or equivalent coverage, and include replacement cost coverage), and (ii) a policy or policies of CGL insurance insuring against liability arising out of the risks of death, bodily injury, property damage and personal injury liability with respect to the Building and Property.

(f) 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 is or can be covered by "all risk", "special form", or equivalent property insurance of the type described in Subsection 28(a)(ii) and Subsection 28(e)(i) 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 risk", "special form", or equivalent property 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 risk", "special form", or equivalent 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 is or can be covered by "all risk", "special form", or equivalent insurance of the type described in Subsection 28(a)(ii) and Subsection 28(e)(i). 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 risk", "special form", or equivalent property insurance policy. In addition to the foregoing, the referenced CGL and worker's compensation policies shall contain a waiver of subrogation endorsement in favor of Landlord and the Landlord Insureds.

(g) Notwithstanding anything herein to the contrary, so long as the named Tenant hereunder is and remains the City of Chicago, Tenant may elect to self-insure to meet the requirements provided for in Subsection 28(a) above, and in the event of such election: (i) Tenant shall provide a self-insurance letter to Landlord confirming the same; (ii) Tenant shall be deemed to be an insurer for purposes hereof and shall be and remain subject to all of the applicable terms, provisions, covenants, and conditions of this Lease, including, without limitation, the waiver, indemnification, and waiver of subrogation provisions hereof; and (iii) Tenant's indemnification obligations hereunder shall extend to and include any and all losses, costs, damages, expenses, liens, claims, proceedings, actions, suits, and liabilities (including, without limitation, court costs and reasonable attorneys' fees and expenses) incurred in connection with or arising from matters which Landlord would have been indemnified and protected against under the insurance policies Tenant is required to maintain as provided in Subsection 28(a) above but which is not covered by insurance policies due to self-insurance by Tenant as provided herein.

29. **Indemnities.** To the maximum extent permitted by applicable Law, Tenant shall and does hereby indemnify, defend, protect, and hold harmless Landlord and the other Landlord Parties from and against any and all losses, costs, damages, expenses, liens, claims, proceedings, actions, suits, and liabilities (including, without limitation, court costs and reasonable attorneys' fees and expenses) incurred in connection with or arising from (a) any cause sustained in, on, or about the Premises, (b) any negligence or willful misconduct of Tenant or any of the other Tenant Parties, or of any person claiming by, through, or under any of them, and/or (c) any breach, violation, or non-performance of any obligation of Tenant under this Lease; provided, however, that the terms of the foregoing indemnity shall not apply to the extent of any gross negligence or willful misconduct of Landlord or any of the other Landlord Parties. To the maximum extent permitted by applicable Law, Landlord shall and does hereby indemnify, defend, protect, and hold harmless Tenant and the other Tenant Parties from and against any and all losses, costs, damages, expenses, liens, claims, proceedings, actions, suits, and liabilities (including, without limitation, court costs and reasonable attorneys' fees and expenses) incurred in connection with or arising from (i) any cause sustained in, on, or about the Common Areas of the Building or the Project (specifically excluding, however, the Premises and the premises of any other tenant or occupant of the Building or the Project), (ii) any negligence or willful misconduct of Landlord or any of the other Landlord Parties, or of any person claiming by, through, or under any of them, and/or (iii) any breach, violation, or non-performance of any obligation of Landlord under this Lease; provided, however, that the terms of the foregoing indemnity shall not apply to the extent of any gross negligence or willful misconduct of Tenant or any of the other Tenant Parties. The terms, provisions, covenants, and conditions of this Section 29 shall survive the expiration or sooner termination of this Lease with respect to any claims or liability occurring prior to such expiration or termination. The indemnities contained in this Section 29 do not override the waivers contained in Subsection 28(f) above.

30. **Acceptance and Waiver.**

(a) Except in the case of death or bodily injury to the extent caused by the negligence or willful misconduct of Landlord or the other Landlord Parties (but subject to the insurance provisions in

Section 28 above), 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 or the Property, or any part or appurtenances thereof, being improperly constructed or being or becoming out of repair, or arising from the leaking of gas, water, sewer or steam pipes, or from electricity, and Tenant, by moving into the Premises and taking possession thereof, shall accept, and shall be held to have accepted the Premises as suitable for the purposes for which the same are leased, and shall accept and shall be held to have accepted the Building and the Property, and every appurtenances thereof, and Tenant by said act waives any and all defects therein; provided, however, that this Section 30 shall not preclude Tenant from seeking recovery from any third party responsible for such damage or injury.

(b) Tenant hereby acknowledges and agrees that neither Landlord nor any of the other Landlord Parties has made or is making, and Tenant, in executing and delivering this Lease, is not relying upon, any warranties, representations, promises, or statements regarding the condition of the Premises, the Building, the Property, and/or the Project, except to the extent that the same are expressly set forth in this Lease. No warranties, express or implied, are made regarding the condition or suitability of the Premises, the Building, the Property, and/or the Project on the Commencement Date. Further, to the maximum extent permitted by applicable Law, Tenant hereby waives any implied warranty of suitability, habitability, or other implied warranties that Landlord will maintain or repair the Premises, the Building, the Property, and/or the Project, or any appurtenances thereto, except for Landlord's maintenance, repair, and other obligations as otherwise expressly set forth under this Lease. All understandings and agreements heretofore had between the parties are merged in this Lease and any other written agreement(s) made concurrently herewith, which alone fully and completely express the agreement of the parties and which are entered into after full investigation, neither party relying upon any statement or representation not expressly embodied in this Lease or any other written agreement(s) made concurrently herewith.

31. **Estoppel.**

(a) Tenant shall, from time to time, upon not less than ten (10) days' prior written request by Landlord, execute, acknowledge and deliver to Landlord a written statement certifying (i) that this Lease is unmodified and in full force and effect (or, if there have been modifications, that the same is in full force and effect as modified and stating the modifications), (ii) the dates to which the Rent has been paid, (iii) that Tenant is not then in default hereunder, (iv) whether Tenant has any offsets or defenses against Landlord under this Lease, (v) whether or not, to the best of Tenant's knowledge, Landlord is in default hereunder (and if so, specifying the nature of the default), and (vi) such other matters as Landlord or any lender or prospective purchaser might request, it being intended that any such statement delivered pursuant to this Section 31 may be relied upon by a prospective purchaser of Landlord's interest or by a mortgagee of Landlord's interest or assignee of any security deed upon Landlord's interest in the Premises.

(b) Landlord shall, from time to time, upon not less than ten (10) days' prior written request by Tenant, execute, acknowledge and deliver to Tenant a written statement certifying (i) that this Lease is unmodified and in full force and effect (or, if there have been modifications, that the same is in full force and effect as modified and stating the modifications), (ii) the dates to which the Rent has been paid, (iii) that Landlord is not then in default hereunder, (iv) whether Landlord has any offsets or defenses against Tenant under this Lease, (v) whether or not, to the best of Landlord's knowledge, Tenant is in default hereunder (and if so, specifying the nature of the default), and (vi) such other matters as Tenant or any lender or prospective purchaser might request, it being intended that any such statement delivered pursuant to this Section 31 may be relied upon by a lender or prospective purchaser.

G. Default/Remedies/Surrender/Holding Over.

32. **Notices.** Any notice which is required or permitted to be given by either party under this Lease shall be in writing and must be given only by (a) U.S. certified mail (proper postage prepaid and return receipt requested), (b) hand delivery, or (c) nationally recognized commercial overnight delivery service at the addresses set forth in Item 13 of the Basic Lease Provisions. Each party shall further use reasonable efforts to provide the other party with a courtesy copy of any notice by facsimile and/or by electronic mail. Any such notice shall be deemed given (i) if sent by U.S. certified mail, upon the earlier of two (2) business days after postmark or receipt or refusal to accept (or upon notice of undeliverability, if applicable), (ii) if sent by hand delivery, upon receipt or refusal to accept, or (iii) if sent by nationally recognized commercial overnight delivery service, upon the earlier of the next business day after deposit or receipt or refusal to accept, provided that receipt of notice solely by facsimile or electronic mail shall not be deemed to be delivery of notice hereunder. The time period for responding to any such notice shall begin on the date the notice is actually received, but refusal to accept delivery or inability to accomplish delivery because the party can no longer be found at the then current notice address shall be deemed receipt. Either party may change its notice address by notice to the other party in accordance with the terms of this Section 32. The initial notice addresses for each party are set forth in Item 13 of the Basic Lease Provisions. In the case of any emergency situation or routine operational issues, notice may be provided to Tenant's designated emergency contact set forth in Item 13 of the Basic Lease Provisions, and such notice shall be deemed sufficient for purposes thereof.

33. **Abandonment of Premises.** Tenant agrees not to abandon or vacate the Premises during the Term of this Lease. If Tenant does abandon or vacate the Premises for more than ninety (90) days, Landlord may terminate this Lease, by written notice to Tenant at any time prior to Tenant reoccupying the Premises, but such termination shall not entitle Landlord to pursue any other remedies unless an uncured default then exists, in which case Landlord may pursue any and all remedies provided by this Lease, at law, or in equity.

34. **Default.**

(a) If: (i) Tenant shall default in the payment of Rent herein reserved when due; (ii) Tenant shall be in default in performing any of the terms, provisions, covenants, or conditions of this Lease other than the provisions requiring the payment of Rent, and fails to cure such non-monetary default within thirty (30) days after written notice of such default is given to Tenant by Landlord (provided, however, that if such non-monetary default is of such a nature that it cannot through the exercise of diligent and reasonable efforts be cured within thirty (30) days, then Tenant shall not be in default in such instance if Tenant commences to cure within such 30-day period and thereafter diligently and continuously pursues the cure of such non-monetary default to completion as soon as reasonably possible, subject in all cases to Force Majeure Events and delays attributable to the acts or omissions of Landlord or any of the other Landlord Parties); (iii) Tenant is adjudicated a bankrupt; (iv) a permanent receiver is appointed for Tenant's property and such receiver is not removed within sixty (60) days after appointment thereof; (v) whether voluntarily or involuntarily, Tenant takes advantage of any debtor relief proceedings under any present or future Laws, whereby the Rent or any part thereof, is, or is proposed to be, reduced or payment thereof deferred, or if Tenant seeks to transfer all or substantially all of its assets pursuant to a UCC sale or similar method; or (vi) Tenant's effects should be levied upon or attached and such levy or attachment is not satisfied or dissolved within thirty (30) days after such levy or attachment, then, and in any of such events, Landlord, at its option, may exercise any or all of the remedies set forth in Section 35 below.

(b) In the event of a Landlord default hereunder, Tenant shall notify Landlord in writing of any alleged breach of Landlord's obligations under this Lease and shall take no action with respect to such breach as long as Landlord promptly commences to cure such breach within thirty (30) days (or as

soon as reasonably practicable in the event of an emergency) following Landlord's receipt of Tenant's written notice thereof and thereafter diligently proceeds to complete the cure of said breach within a reasonable time period, subject in all cases to Force Majeure Events and delays attributable to the acts or omissions of Tenant or any of the other Tenant Parties.

35. **Landlord's Remedies.** Upon the occurrence of any default set forth in Section 34 above which is not cured by Tenant within the applicable cure period provided therein, if any, Landlord may exercise all or any of the following remedies:

(a) terminate this Lease by giving Tenant written notice of termination, in which event this Lease shall terminate on the date specified in such notice and all rights of Tenant under this Lease shall expire and terminate as of such date, Tenant shall remain liable for all obligations under this Lease up to the date of such termination and Tenant shall surrender the Premises to Landlord on the date specified in such notice; and if Tenant fails to so surrender, Landlord shall have the right, without notice, to enter upon and take possession of the Premises and to expel and remove Tenant and its effects without being liable for prosecution or any claim of damages therefor;

(b) terminate this Lease as provided in the immediately preceding Subsection 35(a) and recover from Tenant all damages Landlord may incur by reason of Tenant's default, including without limitation, (i) the then present value (discounted at a rate equal to the then issued treasury bill having a maturity approximately equal to the remaining Term of this Lease had such default not occurred) of (A) the total Rent which would have been payable hereunder by Tenant for the period beginning with the day following the date of such termination and ending with the Expiration Date of the Term as originally scheduled hereunder, minus (B) the aggregate reasonable rental value of the Premises for the same period (as determined by a real estate broker selected by Landlord who is licensed in the state where the Building is located, who has at least ten (10) years' experience immediately prior to the date in question in evaluating commercial office space, taking into account all relevant factors including, without limitation, the length of the remaining Term, the then current market conditions in the general area, the likelihood of reletting for a period equal to the remainder of the Term, net effective rates then being obtained by landlords for similar type space in Comparable Buildings, vacancy levels in the general area, current levels of new construction in the general area and how that would affect vacancy and rental rates during the period equal to the remainder of the Term and inflation), plus (ii) the costs of recovering the Premises, and all other expenses incurred by Landlord due to Tenant's default, including, without limitation, reasonable attorneys' fees, plus (iii) the unpaid Rent earned as of the date of termination, plus interest, all of which sum shall be immediately due and payable by Tenant to Landlord;

(c) without terminating this Lease, and without notice to Tenant, Landlord may enter into and take possession of the Premises and re-let the Premises, or any portion thereof, upon any terms and conditions as Landlord may deem necessary or desirable (Landlord shall have no obligation to attempt to re-let the Premises or any part thereof except to the extent required by applicable Law). Upon any such re-letting, all rentals received by Landlord from such re-letting shall be applied first to the costs incurred by Landlord in accomplishing any such re-letting, and thereafter shall be applied to the Rent owed by Tenant to Landlord during the remainder of the Term of this Lease and Tenant shall pay any deficiency between the remaining Rent due hereunder and the amount received by such re-letting as and when due hereunder;

(d) allow the Premises to remain unoccupied (so long as Landlord satisfies any duty established by applicable Law to mitigate its damages) and collect Rent from Tenant as it becomes due; or

(e) pursue such other remedies as are available at Law or in equity.

36. **Service of Notice.** Except as otherwise provided by applicable Law, Tenant hereby appoints as its agent to receive the service of all dispossessory or distraint proceedings and notices thereunder, the person in charge of or occupying the Premises at the time of such proceeding or notice; and if no person be in charge or occupying the Premises, then such service may be made by attaching the same to the front entrance of the Premises.

37. **Advertising.** Landlord may advertise the Premises as being "For Rent" and/or otherwise market the Premises for lease to third parties at any time (a) following a default by Tenant which remains uncured following the expiration of any applicable notice and cure period, and/or (b) within one hundred eighty (180) days prior to the expiration, cancellation, or termination of this Lease for any reason, and during any such periods Landlord may exhibit the Premises to prospective tenants upon reasonable prior notice to Tenant (except that such prior notice shall not be required in the case of Clause (a) above).

38. **Surrender of Premises.** Whenever under the terms, provisions, covenants, or conditions hereof Landlord is entitled to possession of the Premises, Tenant at once shall surrender the Premises and the keys thereto to Landlord in the same condition as on the Commencement Date hereof, normal wear and tear only excepted, and Tenant shall: (a) remove all of its furniture, furnishings, trade fixtures, equipment, inventory, and personal property therefrom; (b) remove all of the items specifically identified on Exhibit H attached hereto and incorporated herein therefrom (collectively, the "**Existing Sublease Removal Items**") and restore the affected portions of the Premises to the condition existing prior to the installation thereof; (c) if directed to do so by Landlord in accordance with Section 24 hereof, remove such Alterations as Landlord shall so direct and restore the affected portions of the Premises to the condition existing prior to the installation thereof; and (d) remove such components of the initial Improvement Work as Landlord may direct upon written notice to Tenant at the time Landlord approves the initial Plans therefor, or any revisions or modifications thereof, and restore the affected portions of the Premises to the condition existing prior to the installation thereof. In addition, unless otherwise directed in writing by Landlord, Tenant shall be required to remove any and all voice and data cabling and wiring, as well as any and all low-voltage cabling, installed in the Premises or in the Building's risers by or at the direction of Tenant or any Tenant Parties or otherwise used in connection with the Premises or Tenant's occupancy thereof. Tenant shall dispose of in an environmentally sustainable manner any furniture, furnishings, trade fixtures, equipment, inventory, personal property, or materials no longer needed by Tenant, and shall recycle or re-use the same in accordance with Landlord's sustainability practices then in effect. Landlord may forthwith reenter the Premises and repossess itself thereof and remove all persons, furniture, furnishings, trade fixtures, equipment, inventory, and personal property therefrom, without being guilty of forcible entry, detainer, trespass, or other tort. Tenant's obligation to observe or perform these covenants shall survive the expiration or other termination of this Lease. If the last day of the Term of this Lease or any renewal or extension thereof falls on a Saturday, Sunday, or a legal holiday, this Lease shall expire on the business day immediately preceding.

39. **Cleaning Premises.** Upon vacating the Premises, Tenant agrees to return the Premises to Landlord broom clean and in the same condition when Tenant's possession commenced, natural wear and tear excepted, regardless of whether any Security Deposit has been forfeited. In addition, Tenant shall be solely responsible for performing, at Tenant's sole cost and expense, any and all janitorial, cleaning, disinfection, and/or sanitization services that Tenant may deem necessary or appropriate in and to the Premises and/or the Building which are in addition to, or in excess of, the services required to be provided under Section 15 hereof, whether the same are required, recommended, or otherwise encouraged by applicable Laws or governmental directives or orders, or by the guidelines or recommendations of the CDC and/or any other Federal, State, county, municipal, or other governing authorities, departments, commissions, agencies, or boards with jurisdiction thereof or that may be applicable with respect thereto, or otherwise.

40. **Removal of Trade Fixtures.** If Tenant is not in default hereunder, Tenant may, prior to the expiration of the Term of this Lease, or any extension thereof, remove any furniture, furnishings, trade fixtures, equipment, inventory, and personal property which Tenant has placed in the Premises which can be removed without significant damage to the Premises or the Building, provided Tenant promptly repairs all damages to the Premises and the Building caused by such removal.

41. **Holding Over.** In the event Tenant remains in possession of the Premises after the expiration of the Term hereof, or of any renewal term, Tenant shall be a tenant at sufferance and may be evicted by Landlord at any time in accordance with applicable Law. Any such tenancy shall be subject to all the terms, provisions, covenants, and conditions of this Lease, except that the monthly rental shall be at one hundred fifty percent (150%) of the monthly Net Rent and Additional Rent payable hereunder upon such expiration of the Term hereof, or of any renewal term, which monthly rental shall increase from one hundred fifty percent (150%) to two hundred percent (200%) of such monthly Net Rent and Additional Rent if such holding over continues more than thirty (30) days. Tenant shall also be liable for any and all other damages Landlord suffers as a result of such holdover, including, without limitation, the loss (or damages or penalties payable to) of a prospective or actual tenant for such space (provided, however, that Tenant shall not be liable for consequential damages hereunder unless such holding over continues for more than thirty (30) days). There shall be no renewal of this Lease by operation of Law or otherwise. Nothing in this Section 41 shall be construed as a consent by Landlord for any holding over by Tenant after the expiration of the Term hereof, or any renewal term.

42. **Attorneys' Fees.** In the event of any action, suit or proceeding brought by Landlord or Tenant to enforce any of the other's covenants and agreements in this Lease, the prevailing party shall be entitled to recover from the non-prevailing party any costs, expenses and reasonable attorneys' fees incurred in connection with such action, suit or proceeding. Subject to the terms, provisions, covenants, and conditions hereof, Tenant shall pay all actual and reasonable costs, expenses, and attorneys' fees incurred or paid by Landlord in connection with any requests by Tenant for any consents, waivers, acknowledgements, estoppels, or other documentation hereunder; provided, however, that Tenant's reimbursement obligation under this Section 42 shall not exceed an aggregate amount of Three Thousand and No/100 Dollars (\$3,000.00) per each individual request by Tenant.

43. **Mortgagee's Rights.**

(a) Tenant agrees that this Lease shall be subject and subordinate to: (i) any mortgage, deed of trust, or other security interest now encumbering the Property, and to all advances which may be hereafter made thereto, to the full extent of all debts and charges secured thereby, and to all renewals, extensions, amendments, and modifications of any part thereof, and to any mortgage, deed of trust, or other security interest which any owner of the Property may hereafter, at any time, elect to place on the Property; (ii) any assignment of Landlord's interest in the leases and rents from the Building or Property which includes this Lease which now exists or which any owner of the Property may hereafter, at any time, elect to place on the Property; and (iii) any Uniform Commercial Code Financing Statement covering the personal property rights of Landlord or any owner of the Property which now exists or any owner of the Property may hereafter, at any time, elect to place on the foregoing personal property (all of the foregoing instruments set forth in Clauses (i), (ii), and (iii) above being hereafter collectively referred to as "**Security Documents**"). Tenant agrees upon request of the holder of any Security Documents ("**Holder**") to hereafter execute any documents, including, without limitation, a subordination and attornment agreement, which the counsel for Landlord or Holder may reasonably deem necessary to evidence the subordination of this Lease to the Security Documents. If Tenant fails to execute any such requested documents within ten (10) days following written request therefor, Landlord or Holder is hereby empowered to execute such documents in the name of Tenant evidencing such subordination, as the act and deed of Tenant, and this authority is hereby declared to be coupled with an interest and not revocable.

(b) In the event of a foreclosure pursuant to any Security Documents, Tenant shall, at the election of Landlord, thereafter remain bound pursuant to the terms of this Lease as if a new and identical Lease between the purchaser at such foreclosure ("**Purchaser**"), as landlord, and Tenant, as tenant, had been entered into for the remainder of the Term hereof, and Tenant shall attorn to the Purchaser upon such foreclosure sale and shall recognize such Purchaser as the Landlord under this Lease. Such attornment shall be effective and self-operative without the execution of any further instrument on the part of any of the parties hereto. Tenant agrees, however, to execute and deliver at any time and from time to time, upon the request of Landlord or of Holder, any instrument or certificate that may be necessary or appropriate in any such foreclosure proceeding or otherwise to evidence such attornment.

(c) If the Holder of any Security Document or the Purchaser upon the foreclosure of any of the Security Documents shall succeed to the interest of Landlord under this Lease, such Holder or Purchaser shall have the same remedies, by entry, action or otherwise for the non-performance of any agreement contained in this Lease, for the recovery of Rent or for any other default or event of default hereunder that Landlord had or would have had if any such Holder or Purchaser had not succeeded to the interest of Landlord. Any such Holder or Purchaser which succeeds to the interest of Landlord hereunder, shall not be: (i) liable for any act or omission of any prior Landlord (including Landlord) unless such act or omission is of a continuing nature; (ii) subject to any offsets or defenses which Tenant might have against any prior Landlord (including Landlord); (iii) bound by any Rent which Tenant might have paid for more than the current month to any prior Landlord (including Landlord); (iv) bound by any amendment or modification of this Lease made without its consent; or (v) required to return any security deposit unless such security deposit has been actually received in cash by such Holder or Purchaser.

(d) Notwithstanding anything to the contrary set forth in this Section 43, the Holder of any Security Documents shall have the right, at any time, to elect to make this Lease superior and prior to its Security Document. No documentation, other than written notice to Tenant, shall be required to evidence that this Lease has been made superior and prior to such Security Documents, but Tenant hereby agrees to execute any documents reasonably requested by Landlord or Holder to acknowledge that this Lease has been made superior and prior to the Security Documents.

(e) Notwithstanding anything to the contrary contained in this Section 43, before Tenant makes any payment to any Holder or Purchaser, Tenant's standard municipal procedures may require that such Holder or Purchaser submit such applicable disclosure forms as may be reasonably and uniformly required by Tenant from municipal vendors. Any change in payee (e.g., from Landlord to Holder or Purchaser) may result in a delay of payments of at least one (1) month. Any initial payment to a Holder or Purchaser that is delayed by not more than one (1) month shall not be subject to a late charge. Landlord shall advise all Holders and Purchasers of the provisions of this Subsection 43(e).

(f) Notwithstanding anything to the contrary contained in this Section 43, Landlord represents to Tenant that there are no Security Documents affecting the Building in existence as of the Effective Date of this Lease. In the event of any Security Documents encumbering the Building first entered into by Landlord after the Effective Date hereof, Landlord shall use commercially reasonable efforts to obtain a subordination, non-disturbance, and attornment agreement ("**SNDA**") for the benefit of Tenant hereunder, which SNDA shall be based upon such Holder's standard form thereof, with such modifications thereto as may be mutually and reasonably agreed upon by the parties thereto; provided, however, that (i) in no event shall Landlord have any liability whatsoever if such Holder fails or refuses to provide such SNDA hereunder, and the terms, provisions, covenants, and conditions of this Section 43 shall not be modified or affected thereby, and (ii) unless Tenant agrees in writing to forego such SNDA, Tenant shall be responsible for the payment of any and all charges and fees imposed by such Holder in connection with such SNDA (which charges and fees shall be deemed additional Rent under, and for purposes of, this Lease,

and shall be due and payable to Landlord within thirty (30) days following Tenant's receipt of Landlord's invoice therefor).

H. Landlord Entry/Relocation/Assignment and Subletting.

44. **Entering Premises.** Landlord may enter the Premises at reasonable hours upon reasonable prior notice to Tenant (provided, however, that (i) if in the opinion of Landlord any emergency exists, such entry may be had at any time and without prior notice, and (ii) prior notice shall not be required in the case of routine services): (a) to make repairs, perform maintenance, and/or provide other services described in Section 22 above which Landlord is obligated to make to the Premises or the Building pursuant to the terms, provisions, covenants, or conditions of this Lease or to the other premises within the Building pursuant to the leases of other tenants; (b) to inspect the Premises in order to confirm that Tenant is complying with all of the terms, provisions, covenants, and conditions of this Lease and with the rules and regulations applicable hereunder; (c) to remove from the Premises any articles or signs kept or exhibited therein in violation of the terms, provisions, covenants, or conditions hereof; (d) to run pipes, conduits, ducts, wiring, cabling, and/or any other mechanical, electrical, plumbing, life safety, and/or HVAC systems and equipment through the areas behind the walls, below the floors, or above the drop ceilings in the Premises and elsewhere in the Building; and (e) to exercise any other right or perform any other obligation that Landlord has under this Lease. Landlord shall be allowed to take all materials and equipment into and upon the Premises that may be required to make any such repairs, improvements, additions, or alterations hereunder, without in any way being deemed or held guilty of trespass and without constituting a constructive eviction hereunder. Landlord shall use commercially reasonable efforts to perform such repairs, improvements, additions, and alterations in a manner so as to minimize any material interference with the use or occupancy of the Premises. The Rent reserved herein shall not abate while such repairs, improvements, additions, or alterations are being made, and Tenant shall not be entitled to maintain a set-off or counterclaim for damages against Landlord by reason of loss from interruption to the business of Tenant or any Tenant parties because of the prosecution of any such work or otherwise. All such repairs, improvements, additions, or alterations shall be done during Normal Business Hours; provided, however, that (a) any work that is unreasonably loud or disruptive such that it would unreasonably interfere with the use of the Premises if performed during Normal Business Hours (herein, "**Disruptive Work**") shall be performed by Landlord during times other than Normal Business Hours at no additional cost or expense to Tenant, and (b) any work that is not Disruptive Work shall, at the request of Tenant, be performed by Landlord during times other than Normal Business Hours so long Tenant shall pay all overtime and other extra costs associated therewith.

45. **Relocation.** [Intentionally Omitted]

46. **Assignment and Subletting.**

(a) Tenant may not, without the prior written consent of Landlord in each instance, which consent shall not be unreasonably withheld, conditioned, or delayed, assign this Lease or any interest hereunder, or sublet the Premises or any part thereof, or permit the use or occupancy of the Premises by any party other than Tenant and the Tenant Parties (subject, however, to this Section 46 in the case of assignees and subtenants). Without limitation, and notwithstanding any terms, provisions, covenants, or conditions of this Section 46 to the contrary, it shall be deemed reasonable for Landlord to withhold its consent to a proposed assignment or sublease hereunder if: (i) the transferee is of a character or reputation or engaged in a business which is not consistent with the quality or nature of the Property or other tenants of the Property; (ii) the transferee intends to use the Premises or any portion thereof for purposes which are not permitted under this Lease; (iii) the transferee is a governmental entity (or any agency or instrumentality thereof); (iv) the proposed transferee or any affiliate thereof is a tenant or occupant of the Property; (v) the proposed transferee is not financially able to perform the obligations to be assumed by such transferee in

connection with the proposed assignment or sublease; (vi) the transfer involves a partial or collateral assignment, or a mortgage, pledge, hypothecation, or other encumbrance or lien on this Lease, or a transfer by operation of Law; (vii) the proposed assignment or sublease would cause Landlord to be in violation of any Laws or any other lease, mortgage, or agreement to which Landlord is a party, would give a tenant of the Property a right to cancel its lease, or would create adverse tax consequences for Landlord; (viii) Tenant has committed and failed to cure a default under this Lease; or (ix) the proposed transferee, or the proposed use or operation in the Premises by such transferee, may or will cause the Building, or any part thereof, not to conform with the environmental or sustainability provisions set forth in this Lease.

(b) In the event that Tenant is a corporation, partnership, limited liability company, or other entity (and not an individual), any transfer of a majority or controlling interest in Tenant (whether by stock transfer, merger, operation of Law, sale, or otherwise) shall be considered an assignment for purposes of this Section 46 and shall require Landlord's prior written consent as aforesaid. Consent to one assignment or sublease shall not destroy or waive this provision or be deemed consent to any subsequent assignment or sublease, and all later assignments and subleases shall likewise be made only upon the prior written consent of Landlord. Subtenants or assignees shall become liable to Landlord for all obligations of Tenant hereunder, without relieving Tenant's liability hereunder, and in the event of any default by Tenant under this Lease, Landlord may, at its option, but without any obligation to do so, elect to treat such sublease or assignment as a direct lease with Landlord and collect rent directly from the subtenant. In addition, upon any request by Tenant for Landlord's consent to an assignment or sublease, Landlord may elect to terminate this Lease and recapture all of the Premises (in the event of an assignment request) or the applicable portion of the Premises (in the event of a subleasing request); provided, however, if Landlord notifies Tenant that Landlord elects to exercise this recapture right, Tenant may, within five (5) business days of its receipt of Landlord's recapture notice, notify Landlord that Tenant withdraws its request to sublease or assign, in which case Tenant shall continue to lease all of the Premises, subject to the terms, provisions, covenants, and conditions of this Lease and Landlord's recapture notice shall be null and void.

(c) If Tenant desires to assign or sublease, Tenant shall provide written notice to Landlord describing the proposed transaction in detail and providing all documentation (including detailed financial information for the proposed assignee or subtenant) reasonably necessary to permit Landlord to evaluate the proposed transaction. Landlord shall notify Tenant within twenty (20) business days after Landlord's receipt of such notice whether Landlord elects to exercise Landlord's recapture right and, if not, whether Landlord consents to the requested assignment or sublease. If Landlord fails to respond within such 20-business day period, and such failure continues for five (5) business days after Landlord's receipt of a second written request therefor, Landlord will be deemed not to have elected to recapture and to have consented to the assignment or sublease. If Landlord does consent or is deemed to have consented to any assignment or sublease request and the assignee or subtenant pays to Tenant an amount in excess of the Rent due under this Lease (after deducting Tenant's actual, reasonable, out-of-pocket, documented expenses in obtaining such assignment or sublease, amortized in equal monthly installments over the then remainder of the Term), Tenant shall pay seventy percent (70%) of such excess to Landlord as and when the monthly payments are received by Tenant. Any subletting or assignment hereunder shall not release or discharge Tenant of or from any liability, whether past, present, or future, under or in connection with this Lease, and Tenant shall continue to be and remain fully and primarily liable thereunder. Any subtenant(s) and assignee(s) shall agree in a form reasonably satisfactory to Landlord to comply with and be bound by all of the terms, provisions, covenants, and conditions of this Lease to the extent of the space sublet or assigned, and Tenant shall deliver to Landlord, promptly after execution, an executed copy of each such sublease or assignment and an agreement of compliance by each such subtenant or assignee. Tenant shall, within ten (10) days following Landlord's written demand therefor, reimburse Landlord for all actual, reasonable, out-of-pocket costs and expenses incurred by Landlord (including, without limitation, fees paid to consultants (as may be required) and attorneys) in connection with any request by Tenant for Landlord to consent to any assignment or subletting by Tenant; provided, however, that Tenant's reimbursement obligation under this Subsection 46(c)

shall not exceed an aggregate amount of Three Thousand and No/100 Dollars (\$3,000.00) per each individual transfer request by Tenant so long as Landlord's then-standard form of consent document is utilized in connection therewith.

(d) Notwithstanding anything in this Section 46 to the contrary, Tenant may, without the prior consent of Landlord, assign this Lease or sublet all or any portion of the Premises to any Permitted Transferee (as hereinafter defined) of Tenant so long as: (i) Tenant continues to be and remain fully and primarily liable hereunder; (ii) Tenant is not then in default under this Lease at the time of giving notice thereof or on the effective date of such sublease or assignment; (iii) Tenant delivers to Landlord information establishing, in Landlord's reasonable determination, that the proposed assignee or sublessee is (and qualifies as) a Permitted Transferee; (iv) Tenant notifies Landlord in writing thereof not less than ten (10) business days in advance of the effective date of the proposed assignment or sublease; (v) the Tangible Net Worth (as hereinafter defined) of such Permitted Transferee is greater than or equal to the Tangible Net Worth of Tenant as of the Effective Date of this Lease or as of the date immediately preceding such transfer, whichever is greater; (vi) in the case of an assignment, such entity assumes the obligations of Tenant hereunder by written agreement in form and substance reasonably acceptable to Landlord; and (vii) in the case of a sublease, such entity agrees to subordinate such sublease, and otherwise observe and be bound by the terms, provisions, covenants, and conditions of this Lease, by written agreement in form and substance reasonably acceptable to Landlord (the foregoing, a "**Permitted Transfer**"). For purposes hereof: (A) the term "**Permitted Transferee**" shall mean (1) any subsidiary, parent, or affiliate company of Tenant, (2) any entity which directly or indirectly controls, is controlled by, or is under common control with Tenant, or (3) any entity which acquires or succeeds to all or substantially all of the assets or business of Tenant, including the resulting entity of a merger or consolidation of Tenant with another entity (so long as any such entity also assumes all rights and obligations of Tenant under this Lease); (B) the term "**control**" (including the terms "**controlling**", "**controlled by**", and "**under common control with**") shall mean the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, by contract or otherwise; and (C) the term "**Tangible Net Worth**" shall mean the excess of the value of tangible assets (and specifically excluding, without limitation, intangible items or assets such as goodwill, patents, trademarks, organization costs, and the like) over liabilities and computed in accordance with generally accepted accounting principles consistently applied.

I. Sale of Building; Limitation of Liability.

47. **Sale.** Any sale or exchange of the Building, the Property, and/or the Project shall be subject to this Lease and the rights and obligations of Tenant hereunder, and Tenant agrees to attorn to such new owner. In the event that the original Landlord hereunder, or any successor owner of the Building, the Property, and/or the Project shall sell or convey the Building, the Property, and/or the Project, all liabilities and obligations on the part of the original Landlord, or such successor owner, under this Lease accruing thereafter shall terminate, and thereupon all such liabilities and obligations shall be binding upon the new owner. Notwithstanding anything to the contrary contained in this Section 47, before Tenant makes any payment to any new owner, Tenant's standard municipal procedures may require that such new owner submit such applicable disclosure forms as may be reasonably and uniformly required by Tenant from municipal vendors. Any change in payee (e.g., from Landlord to new owner) may result in a delay of payments of at least one (1) month. Any initial payment to a new owner that is delayed by not more than one (1) month shall not be subject to a late charge.

48. **Limitation of Liability.** It is expressly acknowledged, understood, and agreed by Tenant that any liability of Landlord and/or any Landlord Parties for damages for breach or nonperformance of Landlord's covenants, undertakings, or agreements hereunder, or otherwise arising under this Lease or in connection with the Premises, the Building, the Property, and/or the Project or the relationship of Landlord and Tenant hereunder, shall be collectible only out of Landlord's interest in the Building, the Property,

and/or the Project, proceeds from the conveyance or other transfer of the Building, the Property, and/or the Project, or proceeds of insurance or a condemnation, in each case as the same may then be encumbered, and no personal liability is assumed by, nor at any time may be asserted against, Landlord, any of the other Landlord Parties, or any of their respective members or other owners, direct or remote, all such liability, if any, being expressly waived and released by Tenant. Similarly, none of the members or other owners of Landlord or any of the other Landlord Parties shall, nor shall any of the Tenant Parties (other than Tenant), have any personal liability herein. To the fullest extent permitted by applicable Law, each party agrees not to assert, and hereby waives, in any legal action or other proceeding, any claim against the other party on any theory of liability for special, indirect, consequential, special, exemplary, or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Lease or the transactions contemplated hereby, except as otherwise expressly provided under Section 41 hereof.

J. Brokers/Construction/Authority.

49. **Broker Disclosure.** The Landlord's Broker identified in Item 12 of the Basic Lease Provisions has acted on behalf of Landlord in this transaction and, if applicable, is to be paid a commission by Landlord pursuant to a separate agreement. The Tenant's Broker identified in Item 12 of the Basic Lease Provisions, who Tenant represents is a real estate broker licensed in the State where the Building is located, has acted as agent for Tenant in this transaction and, if applicable, is to be paid a commission by Landlord pursuant to a separate agreement. Landlord represents to Tenant that Landlord has dealt with no other broker other than the broker(s) identified herein. Landlord agrees that if any other broker makes a claim for a commission based upon the actions of Landlord or any other Landlord Parties, Landlord shall indemnify, defend, and hold Tenant and the other Tenant Parties harmless from any such claim. Tenant represents to Landlord that Tenant has dealt with no broker other than the broker(s) identified herein. Tenant agrees that, if any other broker makes a claim for a commission based upon the actions of Tenant or any other Tenant Parties, Tenant shall indemnify, defend, and hold Landlord and the other Landlord Parties harmless from any such claim. Tenant will cause Tenant's broker to execute a customary lien waiver, adequate under applicable Law, to extinguish any lien claims such broker may have in connection with this Lease.

50. **Definitions.** "Landlord," as used in this Lease, shall include the party named as such herein, and its representatives, assigns, and successors in title to the Premises, the Building, the Property, and/or the Project. "Tenant" shall include the party named as such herein, its heirs, representatives, assigns, and successors, and, if this Lease shall be validly assigned or sublet, shall also include Tenant's assignees or subtenants, as to the Premises, or portion thereof, covered by such assignment or sublease. "Landlord" and "Tenant" include male and female, singular and plural, corporation, partnership, limited liability company (and the officers, members, partners, employees or agents of any such entities) or individual, as may fit the particular parties.

51. **Construction of this Agreement.** No failure of Landlord to exercise any power given Landlord hereunder, or to insist upon strict compliance by Tenant of its obligations hereunder, and no custom or practice of the parties at variance with the terms, provisions, covenants, or conditions hereof, shall constitute a waiver of Landlord's right to demand exact compliance with the terms, provisions, covenants, or conditions hereof. Time is of the essence of this Lease. 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 Lease or that such terms, provisions, covenants, or conditions have been drafted on behalf of such party. This Lease shall be construed as though the covenants contained herein between Landlord and Tenant are independent and not dependent and Tenant hereby expressly waives the benefit of any Law to the contrary.

52. **No Estate In Land.** This Lease shall create the relationship of landlord and tenant between Landlord and Tenant; no estate shall pass out of Landlord; Tenant has only a right of use, not subject to levy or sale, and not assignable by Tenant except with Landlord's consent as hereinabove provided.

53. **Section Titles; Severability; Counterparts; Electronic Signatures.** The section titles used herein are not to be considered a substantive part of this Lease, but merely descriptive aids to identify the section to which they refer. Use of the masculine gender includes the feminine and neuter, and vice versa, where necessary to impart contextual continuity. If any section or provision herein is held invalid by a court of competent jurisdiction, all other sections or severable provisions of this Lease shall not be affected thereby, but shall remain in full force and effect. This Lease may be executed in one or more 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 instrument. Electronic, digital, and facsimile signatures to this Lease shall be binding on the parties hereto to the same extent as original signatures hereto.

54. **Cumulative Rights.** All rights, powers and privileges conferred hereunder upon the parties hereto shall be cumulative but not restrictive to those given by applicable Law.

55. **Waiver of Jury Trial.** Landlord and Tenant shall and do hereby waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, Tenant's use or occupancy of the Premises, or any statutory remedy.

56. **Entire Agreement.** This Lease contains the entire agreement of the parties and no representations, warranties, inducements, promises or agreements, oral or otherwise, between the parties not expressly embodied herein shall be of any force or effect.

57. **Submission of Agreement.** Submission of this Lease to Tenant for signature does not constitute a reservation of space or an option to acquire a right of entry. This Lease is not binding or effective until execution by and delivery to both Landlord and Tenant.

58. **Authority.** If Tenant or Landlord, as the case may be, executes this Lease as a corporation, limited partnership, limited liability company, or any other type of entity, Tenant or Landlord, as the case may be, does hereby represent and warrant to the other party hereto that (a) Tenant or Landlord, 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) Tenant or Landlord, as the case may be, is qualified to do business in the state where the Building is located, (c) Tenant or Landlord, as the case may be, has full right, power, and authority to enter into this Lease, and (d) each person signing on behalf of Tenant or Landlord, as the case may be, is authorized to do so. Upon Landlord's or Tenant'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.

59. **Guaranty.** [Intentionally Omitted]

K. Special State/Local Law Requirements/Special Stipulations.

60. **Governing Law; Jurisdiction.** This Lease, the interpretation hereof, and any disputes arising hereunder or in connection herewith shall be governed by, construed in accordance with, and enforced in accordance with the Laws of the State of Illinois. Each of Landlord and Tenant hereby submit to local jurisdiction in the County of Cook, State of Illinois and/or in the United States District Court for the Northern District of Illinois (herein, the "**Applicable Jurisdiction**"), and each party (a) agrees that any action by Tenant against Landlord or Landlord against Tenant, as the case may be, shall be instituted in the

Applicable Jurisdiction, (b) agrees that courts located in the Applicable Jurisdiction shall have (i) personal jurisdiction over Tenant for any action brought by Landlord against Tenant, and (ii) personal jurisdiction over Landlord for any action brought by Tenant against Landlord, and (c) waives any objection such party may have, whether pursuant to applicable Law or otherwise, to the jurisdiction of courts located in the Applicable Jurisdiction over this Lease and any disputes arising hereunder or in connection herewith.

61. **Special Stipulations.** The Special Stipulations, if any, attached hereto as Exhibit F and incorporated are modifications to the terms, provisions, covenants, and conditions of this Lease and, if conflicting, such Special Stipulations shall control in the event of any conflict with the other terms, provisions, covenants, or conditions of this Lease or any exhibits hereto.

62. **OFAC and Anti-Money Laundering Compliance Certifications.** Tenant hereby represents, certifies, and warrants to Landlord that Tenant is not: (1) in violation of any Anti-Terrorism Law; (2) conducting any business or engaging in any transaction or dealing with any Prohibited Person, including the making or receiving or any contribution of funds, goods, or services to or for the benefit of any Prohibited Person; (3) dealing in, or otherwise engaging in, any transaction relating to any property or interest in property blocked pursuant to Executive Order No. 13224; (4) engaging in or conspiring to engage in any transaction that evades or avoids, had the purpose of evading or avoiding, or attempts to violate any of the prohibitions set forth in any Anti-Terrorism Law; or (5) a Prohibited Person, nor are any of its partners, members, managers, officers, or directors a Prohibited Person. As used herein: (a) "**Anti-Terrorism Law**" is defined as any Law relating to terrorism, anti-terrorism, money laundering, or anti-money laundering activities, including, without limitation, Executive Order No. 13224 and Title 3 of the USA Patriot Act; (b) "**Executive Order No. 13224**" is defined as Executive Order No. 13224 on Terrorist Financing effective September 24, 2001, and relating to "Blocking Property and Prohibiting Transactions With Persons Who Commit, or Support Terrorism", as the same may be amended from time to time; (c) "**Prohibited Person**" is defined as (i) a person or entity that is listed in the Annex to Executive Order No. 13224, (ii) a person or entity with whom Tenant or Landlord is prohibited from dealing or otherwise engaging in any transaction by any Anti-Terrorism Law, or (iii) a person or entity that is named as a "specially designated national and blocked person" on the most current list published by the U.S. Treasury Department Office of Foreign Assets Control (OFAC) at its official website, <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>, or at any replacement website or other official publication of such list from time to time; and (d) "**USA Patriot Act**" is defined as the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Public Law 107-56), as the same may be amended from time to time. 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 Effective Date hereof and throughout the Term of this Lease (and any extension or renewal thereof), and that any breach thereof shall be a default under this Lease (not subject to any notice or cure period) giving rise to Landlord's remedies, including, without limitation, forcible eviction, and Tenant hereby agrees, to the maximum extent permitted by applicable Law, to defend, indemnify, and hold harmless Landlord and the other 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, certifications, and warranties.

EXHIBIT A

PROPERTY

THAT PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION 2; THENCE WEST ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 100.02 FEET; THENCE NORTH ALONG A LINE WHICH IS 100 FEET WEST OF (MEASURED AT RIGHT ANGLES TO) AND PARALLEL WITH THE EAST LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 50.02 FEET TO A POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING ALONG SAID PARALLEL LINE A DISTANCE OF A FURTHER 150.91 FEET; THENCE EXTENDING NORTHWESTERLY ON A LINE WHICH FORMS AN ANGLE OF 147° 55' 45" WITH THE LAST DESCRIBED COURSE (AS MEASURED FROM SOUTH TO WEST TO NORTHWEST) 253.90 FEET; THENCE EXTENDING NORTHWESTERLY ON A DEFLECTION TO THE LEFT OF 19° 17' 22" A DISTANCE OF 813.94 FEET; THENCE WESTERLY ON A DEFLECTION TO THE LEFT OF 23° 54' 20" A DISTANCE OF 143.61 FEET; THENCE SOUTHWESTERLY ALONG A STRAIGHT LINE (WHICH IF EXTENDED WOULD INTERSECT THE WEST LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER AT A POINT 974.86 FEET NORTH OF THE SOUTHWEST CORNER THEREOF) A DISTANCE OF 34.47 FEET TO A LINE 295.63 FEET EAST OF (MEASURED AT RIGHT ANGLES) AND PARALLEL WITH SAID WEST LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER; THENCE SOUTH ALONG SAID 295.63 FOOT LINE A DISTANCE OF 478.39 FEET TO THE NORTH LINE OF THE SOUTH 510.03 FEET, AS MEASURED ON THE WEST LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER; THENCE EAST ALONG AFORESAID NORTH LINE TO A LINE DRAWN PERPENDICULAR TO THE SOUTH LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER EXTENDING FROM A POINT 509.69 FEET EAST OF THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER; THENCE SOUTH ALONG SAID PERPENDICULAR LINE TO A LINE 50.0 FEET NORTH OF (MEASURED AT RIGHT ANGLES) AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST QUARTER; THENCE EAST ALONG SAID PARALLEL LINE TO THE POINT OF BEGINNING (EXCEPT THEREFROM THAT PART DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION 2; THENCE WEST ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 100.02 FEET; THENCE NORTH ALONG A LINE WHICH IS 100 FEET WEST OF (MEASURED AT RIGHT ANGLES TO) AND PARALLEL WITH THE EAST LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 200.93 FEET; THENCE EXTENDING NORTHWESTERLY ON A LINE WHICH FORMS AN ANGLE OF 147° 55' 45" WITH THE LAST DESCRIBED COURSE (AS MEASURED FROM SOUTH TO WEST TO NORTHWEST) 253.90 FEET; THENCE EXTENDING NORTHWESTERLY ON A DEFLECTION TO THE LEFT OF 19° 17' 22" A DISTANCE OF 133.94 FEET TO A POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING ALONG SAID LINE (HEREINAFTER REFERRED TO AS LINE "A") A DISTANCE OF 15 FEET TO A POINT (HEREINAFTER REFERRED TO AS POINT "A"); THENCE SOUTHWESTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE A DISTANCE OF 5 FEET; THENCE SOUTHEASTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 15 FEET; THENCE NORTHEASTERLY A DISTANCE OF 5 FEET TO THE POINT OF BEGINNING; ALSO COMMENCING AT POINT "A" AND CONTINUING ALONG AN EXTENSION OF LINE "A" A DISTANCE OF 350 FEET FOR A POINT OF BEGINNING; THENCE CONTINUING NORTHWESTERLY ON AN EXTENSION OF LINE "A" A DISTANCE OF 40 FEET; THENCE SOUTHWESTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE A DISTANCE OF 5

FEET; THENCE SOUTHEASTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE A DISTANCE OF 40 FEET; THENCE NORTHEASTERLY A DISTANCE OF 5 FEET TO THE POINT OF BEGINNING; ALSO COMMENCING AT POINT "A" AND CONTINUING ALONG AN EXTENSION OF LINE "A" A DISTANCE OF 510 FEET FOR A POINT OF BEGINNING; THENCE CONTINUING NORTHWESTERLY ON AN EXTENSION OF LINE "A" A DISTANCE OF 155 FEET; THENCE WESTERLY ON A DEFLECTION TO THE LEFT OF 23° 54' 20" ALONG A STRAIGHT LINE (HEREINAFTER REFERRED TO AS LINE "B"), A DISTANCE OF 143.61 FEET; THENCE SOUTHWESTERLY ALONG A STRAIGHT LINE (WHICH IF EXTENDED WOULD INTERSECT THE WEST LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER AT A POINT 974.86 FEET NORTH OF THE SOUTHWEST CORNER THEREOF) A DISTANCE OF 24.52 FEET TO AN INTERSECTION WITH A LINE 7 FEET SOUTHWESTERLY OF (MEASURED AT RIGHT ANGLES TO) AND PARALLEL WITH LINE "B"; THENCE SOUTHEASTERLY ALONG SAID PARALLEL LINE A DISTANCE OF 166.52 FEET TO AN INTERSECTION WITH A LINE 7 FEET SOUTHWESTERLY OF (MEASURED AT RIGHT ANGLES TO) AND PARALLEL WITH LINE "A"; THENCE SOUTHEASTERLY ALONG SAID PARALLEL LINE A DISTANCE OF 153.54 FEET; THENCE NORTH NORTHEASTERLY A DISTANCE OF 7 FEET TO THE POINT OF BEGINNING) IN COOK COUNTY, ILLINOIS.

PREMISES

19,948 RSF



8420 W. Bryn Mawr
Existing Conditions
Suite 600
19,883 RSF



8420 W. Bryn Mawr

Existing Conditions

Suite 700

19,883 RSF



8420 W. Bryn Mawr
Existing Conditions
Suite 800
19,883 RSF



19,824 RSF



EXHIBIT B

WORK LETTER

To induce Tenant to enter into the Lease (to which this Work Letter is attached) and in consideration of the mutual covenants hereinafter contained, Landlord and Tenant agree as follows:

1. Tenant shall construct, or cause to be constructed, at Tenant's sole cost and expense (subject, however, to application of the Tenant Improvement Allowance as hereinafter provided) leasehold improvements to the Premises (the "**Improvement Work**") in accordance with the Plans (as hereinafter defined).

(a) Tenant shall prepare, or cause to be prepared, by a licensed architect first approved by Landlord in writing ("**Tenant's Architect**"), a preliminary space plan for the Premises (the "**Space Plan**"). Tenant shall cause the Space Plan (and any modifications thereof) to comply with all applicable Laws. The Space Plan shall be subject to Landlord's approval, which approval shall not be unreasonably withheld, conditioned, or delayed. Within ten (10) business days after the Space Plan has been submitted to Landlord, Landlord shall approve or disapprove the Space Plan in writing, and in the case of disapproval, Landlord shall advise Tenant of the specific changes required so that the Space Plan will meet Landlord's approval. Tenant shall thereafter revise the Space Plan to address all of Landlord's approval requirements, and shall resubmit the revised Space Plan to Landlord for review. Within five (5) business days after the revised Space Plan has been submitted to Landlord, Landlord shall approve or disapprove the revised Space Plan in writing as aforesaid. This process shall continue until the Space Plan has been approved by Landlord in all respects. Tenant shall pay the cost of the Space Plan and any revisions thereto (subject to application of the Tenant Improvement Allowance as hereinafter provided)

(b) Promptly following Landlord's approval of the Space Plan, Tenant shall prepare, or cause to be prepared, by Tenant's Architect, working drawings for the construction of the improvements adequate in detail to perform the Improvement Work, and shall, to the extent required, have mechanical (sprinkler, air conditioning, heating, electrical, and plumbing) drawings prepared by a licensed mechanical engineer or contractor reasonably acceptable to Landlord in writing covering mechanical elements of the Improvement Work (together with the Space Plan, the drawings are referred to as the "**Plans**"). Tenant shall cause the Plans (and any modifications thereof) to comply with all applicable Laws. The Plans shall be subject to Landlord's approval, which approval shall not be unreasonably withheld, conditioned, or delayed. Within ten (10) business days after the Plans have been submitted to Landlord, Landlord shall approve or disapprove the Plans in writing, and in the case of disapproval, Landlord shall advise Tenant of the specific changes required so that the Plans will meet Landlord's approval. Tenant shall thereafter revise the Plans to address all of Landlord's approval requirements, and shall resubmit the revised Plans to Landlord for review. Within five (5) business days after the revised Plans have been submitted to Landlord, Landlord shall approve or disapprove the revised Plans in writing as aforesaid. This process shall continue until the parties have approved the Plans in all respects. Tenant shall pay the cost of the Plans and any revisions thereto (subject to application of the Tenant Improvement Allowance as hereinafter provided).

(c) Neither review nor approval by Landlord of the Plans, or any component thereof, shall constitute a representation or warranty by Landlord that such Plans, or any component thereof, either (i) are complete or suitable for their intended purpose, or (ii) comply with applicable Laws, it being expressly understood and agreed by Tenant that Landlord assumes no responsibility or liability whatsoever to Tenant or to any other person or entity for such completeness, suitability, or compliance.

(d) Tenant shall be permitted to select the general contractor who will perform the Improvement Work and any Additional Work so long as such general contractor has first been approved

by Landlord, which approval shall not be unreasonably withheld, conditioned, or delayed so long as such general contractor is a licensed, bonded, and insured union contractor capable of performing quality workmanship and capable of working in harmony with (and without disruption of) the contractors of Landlord and other tenants and occupants of the Building. In the event that the Improvement Work, or any portion thereof, is performed by contractors or workmen other than Landlord's contractors or workmen, any such contractors or workmen must first be approved, in writing, by Landlord, which approval shall not be unreasonably withheld, conditioned, or delayed so long as such contractors are licensed, bonded, and insured union contractors capable of performing quality workmanship and capable of working in harmony with (and without disruption of) the contractors of Landlord and other tenants and occupants of the Building, and Landlord shall have the right to receive copies of any and all contracts to be executed by and between Tenant and any such contractors or workmen. Landlord may require that Tenant select subcontractors from a list of such parties for any portion of the Improvement Work involving fire and life safety system work or work affecting base Building systems, equipment, or structural components. Tenant shall cause all such contractors and workmen to procure and maintain, and to submit to Landlord prior to the commencement of the Improvement Work or any portion thereof (and as a condition of being granted entry to the Premises), such insurance coverage as may be required by Landlord, as well as a certificate evidencing such coverage and any required endorsements thereto. Such insurance coverage shall name Landlord, Landlord's affiliates, Landlord's property manager, and any mortgagee of Landlord (as well as any other party reasonably designated in written notice from Landlord from time to time) as additional insureds thereunder.

(e) Tenant shall be required to procure and obtain, and present evidence thereof to Landlord prior to the commencement of any work hereunder, any and all permits and governmental approvals required in connection with the Improvement Work and any Additional Work hereunder. The Improvement Work shall thereafter be performed by Tenant, at Tenant's sole cost and expense (subject to application of the Tenant Improvement Allowance), and (i) in strict accordance with the Plans, (ii) in compliance with all applicable Laws, and (iii) in a good and workmanlike manner utilizing only good grades of materials. Tenant shall cause its contractors to warrant that the Improvement Work, the applicable components thereof, and the materials incorporated therein shall be free from defects in material and workmanship for a period of not less than one (1) full year from the date of Substantial Completion thereof, or for the duration of any third-party warranty period applicable to the Improvement Work, if longer. Such warranties shall run to the benefit of each of Tenant and Landlord.

(f) Landlord, at its option, may require Tenant to remove any alterations, additions, or improvements comprising part of the Improvement Work or the Additional Work (as hereinafter defined) upon the expiration or earlier termination of the Lease in order to restore the Premises to the condition existing prior to the Commencement Date, but only if Landlord so specifies in writing to Tenant at the time of Landlord's approval of the Plans what portion of the Improvement Work or the Additional Work, if any, as the case may be, shall be required to be so removed.

2. Any other work desired by Tenant, and approved by Landlord (which approval shall not be unreasonably withheld), shall be performed by Tenant at Tenant's sole cost and expense (subject to application of the Tenant Improvement Allowance), subject to the terms and provisions of this Work Letter. If Tenant desires any work in addition to the Improvement Work described in Paragraph 1 hereof ("**Additional Work**"), Tenant shall cause the necessary drawings, plans, and specifications for the Additional Work to be included on the Plans, or shall submit to Landlord or Landlord's agent (at Tenant's sole cost and expense) the necessary drawings, plans, and specifications for the Additional Work for Landlord's review and approval, which shall be in accordance with Paragraph 1 hereof. Prior to commencing any such Additional Work, Tenant shall submit to Landlord a written estimate of the cost of such Additional Work.

3. (a) Landlord is providing Tenant with the Tenant Improvement Allowance set forth in Item 10 of the Basic Lease Provisions from and after the later of (i) Effective Date hereof, or (ii) the date on which the contingency under Section 65 of Exhibit F attached hereto has lapsed or otherwise been waived, to be applied toward any hard or soft costs associated with Tenant's relocation to the Building, including without limitation, construction costs, architectural, furniture, fixtures, equipment, wiring/cabling, and moving expenses, as well as costs associated with Improvement Work and Additional Work, including, without limitation, Landlord's construction management fee as hereinafter set forth. Tenant may request funds be drawn against the Tenant Improvement Allowance for reimbursement of Tenant's costs at any time and from time to time commencing on the Effective Date and continuing through and including December 31, 2026 (the "**Allowance Application Deadline**"). In the event that there remains as of the Allowance Application Deadline all or any portion of the Tenant Improvement Allowance for which Tenant has not then requested reimbursement, credit, or payment, Landlord may at any time thereafter (and without further notice) apply any then-remaining portion of the Tenant Improvement Allowance, up to a maximum of One Million Seven Hundred Thirty-Nine Thousand Eight Hundred Sixty-Seven and 50/100 Dollars (\$1,739,867.50) (calculated by multiplying \$17.50 by 99,421, being the rentable area of the Premises) (the "**Net Rent Credit Allocation**"), as a credit against Tenant's obligations for Net Rent next coming due and payable under the Lease until exhausted. Any portion of the Tenant Improvement Allowance that remains unapplied following application of the New Rent Credit Allocation as aforesaid shall be deemed forfeited by Tenant, Landlord shall be entitled to the savings resulting therefrom, and Tenant shall receive no further credit therefor.

(b) Any and all costs of the Improvement Work and Additional Work in excess of the Tenant Improvement Allowance shall be the sole responsibility of Tenant and shall be promptly paid by Tenant as and when due, and Landlord shall have no liability in connection therewith.

(c) If the actual cost of the Improvement Work and any Additional Work exceeds the Tenant Improvement Allowance, Tenant shall promptly pay as and when due any and all costs of the Improvement Work and any Additional Work that are in excess of the Tenant Improvement Allowance. Landlord shall have the option, but not the obligation, to establish a construction escrow with a licensed title insurance company (an "**Escrowee**") for deposit and disbursement of the Tenant Improvement Allowance hereunder. Funds may be drawn against the Tenant Improvement Allowance as hereinabove provided, subject to the following:

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

(ii) The minimum amount which may be drawn at any one time (except in case of the initial draw and the final draw) is Fifty Thousand and No/100 Dollars (\$50,000.00);

(iii) Except for the final draw, the maximum amount of any draw shall not exceed an amount which bears the same ratio to the total Tenant Improvement Allowance as the cost of the Improvement Work and any Additional Work paid by Tenant and covered by the lien waivers submitted by Tenant in connection with the draw request bears to the total cost of the Improvement Work and any Additional Work (it being the intention of the parties that such Tenant Improvement Allowance shall only be funded on a proportional, "pari passu" basis);

(iv) With each draw request, Tenant shall submit to Landlord or Escrowee, as the case may be, the following documents:

(A) A true and correct copy of the application for payment by Tenant's contractors for the Improvement Work and any Additional Work completed to date, including contractor's affidavits and sworn statements evidencing the cost of the

Improvement Work and any Additional Work performed to date (or in the case of subcontractors and materialmen, affidavits and sworn statements for the last preceding draw request sufficient to permit the Escrowee to insure over the same);

(B) Partial or final lien waivers with respect to the Improvement Work and any Additional Work performed to date (or, in the case of subcontractors and materialmen, and except for the final draw, partial lien waivers for the immediately preceding draw request);

(C) Tenant's certification to Landlord and Escrowee, if applicable, that the amounts set forth in all contractors' sworn statements are owed to Tenant's contractors for the Improvement Work and any Additional Work performed to date;

(D) The total cost of the Improvement Work and any Additional Work based on the Plans, or any modifications thereof, as such cost may change from time to time;

(E) With the final draw request, Tenant shall submit to Landlord a certificate from Tenant's architect stating that the Improvement Work (and any Additional Work) has been completed substantially in accordance with the Plans and in accordance with applicable zoning, building, environmental, and other Laws; and

(F) Such additional reasonable and customary documentation as may be required by Landlord or Escrowee, if applicable.

(v) Landlord or Escrowee, as the case may be, will endeavor to disburse the portion of the Tenant Improvement Allowance allocable to each draw request to Tenant or Tenant's contractors (at Landlord's option) within thirty (30) days after Tenant and Tenant's contractors have submitted, and Landlord is in receipt of, all of the required information for such draw (as determined by Landlord or Escrowee, as the case may be), and Tenant has otherwise complied with the requirements hereof.

(d) Subject to the applicable terms, provisions, covenants, and conditions of the Lease and this Work Letter, including, specifically and without limitation, the draw requirements and other obligations set forth herein, solely in the event that Landlord fails to disburse any portion of the Tenant Improvement Allowance as and when required under this Work Letter, and so long as Tenant shall have complied with the draw requirements and other obligations set forth herein and Tenant is not otherwise in default beyond any applicable notice and cure period under any of the terms, provisions, covenants, and conditions of the Lease or this Work Letter, Tenant shall have the right to give Landlord written notice (an **"Offset Notice"**) requesting disbursement of such portion of the Tenant Improvement Allowance, which Offset Notice shall contain a sentence in capitalized, boldfaced lettering stating **"LANDLORD'S FAILURE TO DISBURSE SUCH PORTION OF THE TENANT IMPROVEMENT ALLOWANCE WITHIN SIXTY (60) DAYS AFTER LANDLORD'S RECEIPT OF THIS OFFSET NOTICE SHALL GIVE TENANT THE RIGHT TO OFFSET SUCH UNDISBURSED AMOUNT AGAINST THE PAYMENT OF MONTHLY BASE RENT"**, and in the event that Landlord fails to disburse such portion of the Tenant Improvement Allowance 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 Tenant Improvement Allowance may be offset against the next installment of Net Rent then due Landlord under the Lease (in order of payment) until the entirety of such undisbursed portion of the Tenant Improvement Allowance has been either fully offset or paid by Landlord in full.

4. Tenant shall already be in occupancy of the Premises pursuant to the Existing Sublease. Tenant may commence construction of the Improvement Work at any time following the Effective Date hereof, subject to the terms, provisions, covenants, and conditions of the Lease and this Work Letter. Tenant, the Tenant Parties, and their respective agents, contractors, employees, and invitees shall nevertheless work in harmony with, and shall not interfere with, Landlord, the Landlord Parties, and their respective agents, contractors, and employees, or with other tenants and occupants of the Building, in doing any work in the Building. If at any time Tenant, the Tenant Parties, or any of their respective agents, contractors, employees, or invitees shall cause or threaten to cause disharmony or interference, and Tenant fails to cure the same within one (1) business day following written notice from Landlord, Landlord shall have the right to order Tenant to cease construction of the Improvement Work and any Additional Work until such disharmony or interference has been cured. In no event shall Landlord, the Landlord Parties, or any of their respective agents, contractors, or employees be liable in any way for any injury, loss, or damage which may occur to any of Tenant's work and installations made in or to the Premises or to properties placed therein prior to the Commencement Date, the same being at Tenant's sole risk.

5. "**Substantial Completion**" of the Improvement Work shall be deemed to occur on the date when the Improvement Work has been completed (except for punchlist items which do not materially, adversely affect Tenant's use) and a certificate of occupancy or other required governmental approval, to the extent required, has been issued by the City for the Premises. In no event shall the Commencement Date be delayed beyond November 1, 2025 as a result of any delay in the completion of the Improvement Work hereunder.

6. Tenant agrees to pay to Landlord as a construction management fee an amount equal to six percent (6%) of the total, aggregate costs of the Improvement Work and the Additional Work (if any). In addition, Tenant shall reimburse Landlord for all costs and expenses incurred by Landlord to third parties in connection with the review and approval of the Improvement Work and the Additional Work (if any) hereunder. Such fee and costs shall be deducted from the Tenant Improvement Allowance by Landlord from time to time upon completion of the various portions of the Improvement Work and the Additional Work, if any (provided, however, if sufficient sums do not then remain in the Tenant Improvement Allowance for the payment of such fee and/or costs, Tenant shall thereafter pay such fee and/or costs, or any remaining portion(s) thereof, to Landlord within ten (10) days following Landlord's invoice therefor).

7. Tenant has designated _____ [Tel. No.: (____) ____-____; E-Mail: _____] ("**Tenant's Authorized Representative**"), and Landlord has designated Mari Camilo, RPA [Tel. No.: (773) 693-0010; E-Mail: mari.camilo@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 C

RULES AND REGULATIONS

1. The sidewalks, entry passages, corridors, halls, elevators and stairways shall not be obstructed by Tenant or used for any purpose other than that of ingress and egress. The floors, skylights and windows that reflect or admit light into any place in the Building shall not be covered or obstructed by Tenant. The toilets, drains and other water apparatus shall not be used for any other purpose than those for which they were constructed and no rubbish or other obstructing substances shall be thrown therein.

2. No advertisement, signs, pictures, placards or other notice shall be inscribed, painted or affixed on any part of the outside or inside of the Building, except upon the doors, and of such order, size and style, and at such places, as shall be approved and designated by Landlord. Interior signs on doors will be ordered for Tenant by Landlord, the cost thereof to be charged to and paid for by Tenant.

3. Tenant shall not do or permit to be done in the Premises, or bring or keep anything therein, which shall in any way increase the rate of insurance carried by Landlord on the Building, or on the Property, or obstruct or interfere with the rights of other tenants or in any way injure or annoy them, or violate any applicable Laws, codes or regulations. Tenant, its agents, employees or invitees shall maintain order in the Premises and the Building, shall not make or permit any improper noise in the Premises or the Building or interfere in any way with other tenants, or those having business with them. Nothing shall be thrown by Tenant, its clerks or servants, out of the windows or doors, or down the passages or skylights of the Building. No rooms shall be occupied or used as sleeping or lodging apartments at any time. No part of the Building shall be used or in any way appropriated for gambling, immoral or other unlawful practices, and no intoxicating liquor or liquors shall be sold in the Building.

4. Tenant shall not employ any persons other than the janitors of Landlord (who will be provided with pass-keys into the offices) for the purpose of cleaning or taking charge of the Premises, except as may be specifically provided otherwise in the Lease.

5. No animals, birds, bicycles or other vehicles shall be allowed in the offices, halls, corridors, elevators or elsewhere in the Building, without the approval of Landlord.

6. No painting shall be done, nor shall any alterations be made to any part of the Building or the Premises by putting up or changing any partitions, doors or windows, nor shall there be any nailing, boring or screwing into the woodwork or plastering, nor shall any connection be made in the electric wires or gas or electric fixtures, without the consent in writing on each occasion of Landlord. All glass, locks and trimmings in or upon the doors and windows of the Building shall be kept whole and, when any part thereof shall be broken by Tenant or Tenant's agent, the same shall be immediately replaced or repaired by Tenant (subject to Tenant's compliance with Section 23 of the Lease) and put in order under the direction and to the satisfaction of Landlord, or its agents, and shall be kept whole and in good repair. Tenant shall not injure, overload, or deface the Building, the woodwork or the walls of the Premises, nor carry on upon the Premises any noxious, noisy or offensive business.

7. Two (2) keys will be furnished Tenant without charge. No additional locks or latches shall be put upon any door and no locks shall be changed without the written consent of Landlord. Tenant, at the termination of their Lease, shall return to Landlord all keys to doors in the Building. Tenant shall not alter locks or install new locks without approval from Landlord.

8. Landlord in all cases retains the power to prescribe the weight and position of iron safes or other heavy articles. Tenant shall make arrangements with the superintendent of the Building when the elevator is required for the purpose of the carrying of any kind of freight.

9. The use of burning fluid, camphene, benzine, kerosene or anything except gas or electricity, for lighting the Premises, is prohibited. No offensive gases or liquids will be permitted.

10. If Tenant desires blinds, coverings or drapes over the windows, they must be of such shape, color and material as may be prescribed by Landlord, and shall be erected only with Landlord's consent and at the expense of Tenant. No awnings shall be placed on the Building. Window covering shall be closed when the effect of sunlight would impose unnecessary loads on the air conditioning system.

11. All wiring and cabling work shall be done only by contractors approved in advance by Landlord and Landlord shall have the right to have all such work supervised by Building engineering/maintenance personnel. No antenna or cabling shall be installed on the roof or exterior walls of the Building.

12. Landlord reserves the right at all time to hire and provide additional access control personnel for the Building, and every person entering or leaving the Building may, among other things, be (a) questioned by such personnel as to the visitor's business in the Building, (b) required to provide personal (including photographic or other individual) identification and establish that person's purpose for entering the Building, (c) limited only to certain floors of the Building upon which such person has established a basis for visiting, and (d) required to sign his or her name on a form provided by the Building for so registering such persons. Landlord shall have no liability with respect to breaches of such programs, if any.

13. Landlord shall have the right, exercisable without notice and without liability to Tenant, to change the name or street address of the Building or the room or suite number of the Premises.

14. The freight elevator shall be available for use by all tenants in the Building subject to such reasonable scheduling as Landlord in its discretion shall deem appropriate. The persons employed to move such equipment in or out of the Building must be acceptable to Landlord and any costs incurred by Landlord shall be reimbursed by Tenant.

15. Canvassing, peddling, soliciting and distribution of handbills or any other written materials in the Building are prohibited and each tenant shall cooperate to prevent the same.

16. Each tenant shall ensure that all doors to its premises are locked and all water faucets or apparatus and office equipment are shut off before the tenant or its employees leave such premises at night. On multiple tenancy floors, all tenants shall keep the doors to the Building corridors closed at all times except for ingress and egress.

17. The toilets, urinals, wash bowls and other restroom facilities shall not be used for any purpose other than for which they were constructed, no foreign substance of any kind whatsoever may be thrown therein and the expense of any breakage, stoppage or damage resulting from a violation of this rule shall be borne by the tenant who, or whose employees or invitees, shall have caused it.

18. Each tenant shall store its refuse within its Premises. No material shall be placed in the refuse boxes or receptacles if such material is of such a nature that it may not be disposed of in the ordinary and customary manner of removal without being in violation of any Law or ordinance governing such disposal.

19. Landlord reserves the right to make such other and reasonable rules and regulations as in its judgment may from time to time be needed for the safety, care and cleanliness of the Building and for the preservation of good order therein.

20. All vendors and contractors, whether Landlord or Tenant, must provide Building management with an appropriate written protocol for such vendor's or contractor's workers, including personal protective equipment, protective measures, cleaning, and plans for social distancing.

21. All vendors and contractors, whether Landlord or Tenant, must enter through the designated dock area and sign in on the provided log.

22. In the event of any infectious or communicable virus, disease, or other sickness (including, without limitation, COVID-19 or any derivative thereof) that is the subject of any declared pandemic, epidemic, or other national, state, or local health emergency, Landlord reserves the right (but shall not have the obligation) to institute such additional temporary or permanent rules, regulations, restrictions, processes, and/or procedures as may be necessary or appropriate from time to time, taking into account, among other things, applicable Laws and governmental directives or orders, the guidelines or recommendations of the CDC and/or any other Federal, State, county, municipal, or other governing authorities, departments, commissions, agencies, or boards with jurisdiction thereof, and the practices then prevailing at Comparable Buildings.

EXHIBIT D

HVAC SPECIFICATIONS

Heating, ventilating and air conditioning equipment in the Building shall be capable of maintaining the following interior conditions when the following maximum outside conditions exist, subject to the conditions set forth in Section 15 of this Lease:

Inside Conditions

Outside Conditions

78° F (dry bulb)

up to 95° F (dry bulb)

up to 75° F (wet bulb)

72° F

down to -2° F

65° F

down to -10° F

Occupant Load

1 person per 250 sq. ft. (usable)

Equipment & Lighting Load

3.0 watts per sq. ft. (usable)

EXHIBIT E

CLEANING SPECIFICATIONS

TENANT AREAS

Dust and 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*.

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*.

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*.

Wipe clean and sanitize all telephones with germicidal detergent using disposable paper wipes which will be disposed of after use on each telephone ***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***.

Clean cigarette urns and replace sand or water as needed. CONTRACTOR shall supply sand ***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***.

Clean public telephones with germicidal spray product and disposable paper wipe. Discard wipe after each use. Dust the phone case and wooden booth using a cloth dampened with 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

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), ash trays, etc., empty and clean cigarette urns and replace sand or water as needed ***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***.

Machine scrub flooring with approved germicidal detergent solution ***once per month***. Floors shall be cleaned per manufacturer's recommendations.

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.

EXHIBIT F

SPECIAL STIPULATIONS

63. Extension Option.

(a) Subject to the terms, provisions, covenants, and conditions of this Section 63, Tenant is hereby granted the one-time right and option (the “**Extension Option**”) to extend the Term of this Lease with respect to the entirety of the Premises then demised hereunder for one (1) additional period of five (5) years commencing on January 1, 2034 and ending on December 31, 2038 (the “**Extended Term**”). The Extension Option shall be exercised by Tenant, if at all, by giving binding written notice thereof (the “**Extension Notice**”) to Landlord on or before, but not later than, December 31, 2032 (the “**Extension Option Exercise Date**”). In the event that Tenant fails to deliver the Extension Notice to Landlord by the Extension Option Exercise Date, Tenant shall be deemed to have irrevocably waived the Extension Option hereunder, and the same shall be null, void, and of no further force or effect, time being of the essence in the delivery of the Extension Notice hereunder.

(b) The Extended Term shall be on the same terms, provisions, covenants, and conditions of this Lease, excluding the provisions of (i) this Section 63, (ii) Subsection 6(b) of the Lease, (iii) Section 64 of this Exhibit F, and (iv) the Work Letter attached hereto, and except for the payment of Net Rent during the Extended Term. Tenant shall have no further rights to extend this Lease beyond the Extended Term. Any termination of this Lease during the Term or the Extended Term shall terminate all rights of Tenant hereunder. In addition to the Net Rent as hereinafter provided, Tenant shall and hereby agrees to continue to pay to Landlord Additional Rent during the Extended Term in accordance with the terms, provisions, covenants, and conditions of this Lease, including, without limitation, Section 7 hereof.

(c) The Net Rent during the Extended Term shall be at the Market Rental Rate (as hereinafter defined) applicable during such period (and subject to annual escalation as part of such determination). For purposes hereof, “**Market Rental Rate**” shall mean the net rental, as of the date for which such Market Rental Rate is being calculated, per annum, per rentable square foot for comparable space of comparable size for a similar term for comparably credit-worthy tenants in lease renewal transactions by reference to “first-class” space primarily in the Building, and secondarily in other Comparable Buildings, but excluding those leases where the tenant has an equity interest in the property, and taking into account, as appropriate, any then-applicable market concessions. Within thirty (30) days following Landlord's receipt of Tenant's written request therefor, which request may be submitted to Landlord at any time on or after September 1, 2032, Landlord shall advise Tenant of Landlord's determination of the Market Rental Rate at which Landlord is prepared to offer the Premises to Tenant for the Extended Term (“**Landlord's Market Rental Rate Notice**”). In the event that Tenant disagrees with Landlord's determination of the Market Rental Rate as set forth in the applicable Landlord's Market Rental Rate Notice, Tenant shall so advise Landlord in writing, and if Landlord and Tenant are unable to reach agreement on the applicable Market Rental Rate prior to the Extension Option Exercise Date, Tenant may elect to forego its exercise of the Extension Option as Tenant's sole and exclusive remedy hereunder, in which case the Extension Option shall be null, void, and of no further force or effect (and in no event shall the Extension Option Exercise Date be subject to extension due to any negotiation of the Market Rental Rate hereunder).

(d) The Extension Option is personal to the City of Chicago (and to any Permitted Transferee pursuant to a Permitted Transfer) and may not be exercised by or for the benefit of, nor shall such Extension Option extend to, any assignee, subtenant, or any other party (other than a Permitted Transferee pursuant to a Permitted Transfer). It shall be a condition of Tenant's right to exercise the Extension Option that (i) neither this Lease nor Tenant's right to possession hereunder shall have theretofore

been terminated, (ii) Tenant is not then in default under any of the terms, provisions, covenants, or conditions of this Lease at the time that Tenant delivers Tenant's Extension Notice or upon the commencement of the Extended Term, (iii) Tenant has not assigned this Lease, in whole or in part, or sublet all or any portion of the Premises (other than an assignment or sublease to a Permitted Transferee pursuant to a Permitted Transfer), at the time that Tenant delivers Tenant's Extension Notice or upon the commencement of the Extended Term, (iv) Tenant (or a Permitted Transferee pursuant to a Permitted Transfer) is then leasing and occupying the entirety of the Premises at the time that Tenant delivers Tenant's Extension Notice and upon the commencement of the Extended Term, (v) there has been no material adverse change in the financial condition of Tenant, as reasonably determined by Landlord, at the time that Tenant delivers Tenant's Extension Notice or upon the commencement of the Extended Term, and (vi) Tenant shall submit current audited and certified financial statements of Tenant (unless Tenant's financial statements are not audited, in which case reviewed and certified statements shall be acceptable) to Landlord concurrently with Tenant's Extension Notice. Tenant's Extension Option hereunder may not be severed from this Lease or separately sold, assigned, or otherwise transferred.

(e) In the event that Tenant exercises Tenant's Extension Option under this Section 63, Landlord and Tenant shall enter into a mutually and reasonably acceptable amendment to this Lease confirming the exercise of such Extension Option on the terms set forth herein promptly following the delivery of such amendment to Tenant hereunder, and in any event prior to the commencement of the Extended Term.

64. Existing Sublease.

(a) Landlord and Tenant acknowledge and agree that (i) Landlord, as landlord, and USCC Services, LLC, a Delaware limited liability company ("USCC"), as tenant, are parties to that certain Second Amended and Restated Office Lease dated as of April 1, 2016 (as heretofore amended from time to time, the "USCC Lease"), pursuant to which Landlord leases to USCC, and USCC leases from Landlord, certain space located in the Building and the Project, (ii) USCC, as sublessor, and Tenant, as sublessee, are parties to that certain Sublease Agreement dated as of September __, 2024 (as amended from time to time, the "Existing Sublease"), whereby USCC is subleasing to Tenant, and Tenant is subleasing from USCC, the Premises to be demised hereunder, all for a term as currently set forth therein, and (iii) Existing Sublease was heretofore consented to by Landlord pursuant to that certain Consent to Sublease dated as of September __, 2024 by and among Landlord, USCC, and Tenant (the "Sublease Consent"). In furtherance of the foregoing, Tenant represents and warrants to Landlord that, (y) the Existing Sublease shall, in accordance with its terms, remain in full force and effect until the date immediately preceding the Commencement Date hereunder, and (z) as of the Commencement Date hereunder, the Existing Sublease shall have expired in accordance with its terms, and neither USCC nor Tenant shall have any further rights in or to the Premises thereunder or otherwise (except for Tenant's rights under this Lease). Notwithstanding anything herein or in the Existing Sublease to the contrary, it is further acknowledged, understood, and agreed that Tenant is currently (or will be as of the Commencement Date hereunder) in occupancy of the Premises pursuant to the Existing Sublease, that there shall accordingly be no delay in the Commencement Date hereunder as a result of the Existing Sublease or otherwise, and that Tenant's continued use and occupancy of the Premises through the period ending on the date immediately preceding the Commencement Date hereunder shall be and remain subject to the terms, provisions, covenants, and conditions of the Sublease and the Consent.

(b) If, and to the extent that, the USCC Lease or USCC's right to possession thereunder is terminated prior to October 31, 2025, Landlord and Tenant agree that Tenant, as sublessee, shall attorn to Landlord, as sublessor, in accordance with the Sublease Consent, Landlord shall undertake the obligations of USCC, as sublessor, under the Existing Sublease as of the effective date of such attornment, and the Existing Sublease shall continue upon the terms and provisions set forth therein as between Landlord, as sublessor, and Tenant, as sublessee, for the period through and including October 31, 2025, but Landlord shall not (i) be liable

for any prepayment of more than one (1) month's rent or any security deposit paid by Tenant under the Existing Sublease, (ii) be liable for any previous act or omission of USCC under the USCC Lease or the Existing Sublease, or for any other defaults of USCC under the Existing Sublease, (iii) be subject to any defenses or offsets previously accrued which Tenant may have against USCC under or in connection with the Existing Sublease or otherwise, or (iv) be bound by any changes or modifications made to the Existing Sublease without the prior written consent of Landlord.

65. City Rider. The Rider (City Requirements) attached as Exhibit H to this Lease and incorporated herein (the “**City Rider**”) are modifications to the terms, provisions, covenants, and conditions of this Lease and, if conflicting, such City Rider shall control in the event of any conflict with the other terms, provisions, covenants, or conditions of this Lease or any exhibits hereto. Notwithstanding anything herein or in the City Rider to the contrary, Tenant shall notify Landlord in writing of any alleged breach of Landlord's obligations under the City Rider and 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 Tenant's written notice thereof and thereafter diligently proceeds to complete the cure of said breach within a reasonable time period, subject in all cases to Force Majeure Events and delays attributable to the acts or omissions of Tenant or any of the other Tenant Parties.

66. Amenities. Tenant shall have access to general Building and Project amenities, including, without limitation, conference facilities, fitness centers, tenant lounges, and the like, for so long as the same shall remain open, operational, and generally available to tenants and occupants of the Building and the Project, upon and subject to such terms, conditions, procedures, and requirements as are applicable to other tenants and occupants of the Building and the Project generally.

67. Tenant Entity. Notwithstanding anything herein to the contrary, it is acknowledged, understood, and agreed that 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, as the named Tenant entity hereunder, is the same entity as “City of Chicago IL”, the entity that serves as obligor for all General Obligation municipal indebtedness as issued by the City of Chicago and accordingly the “rated entity” as currently rated (BBB+) by Standard and Poor's and (A-) by Fitch.

EXHIBIT G

RESERVED PARKING SECTION

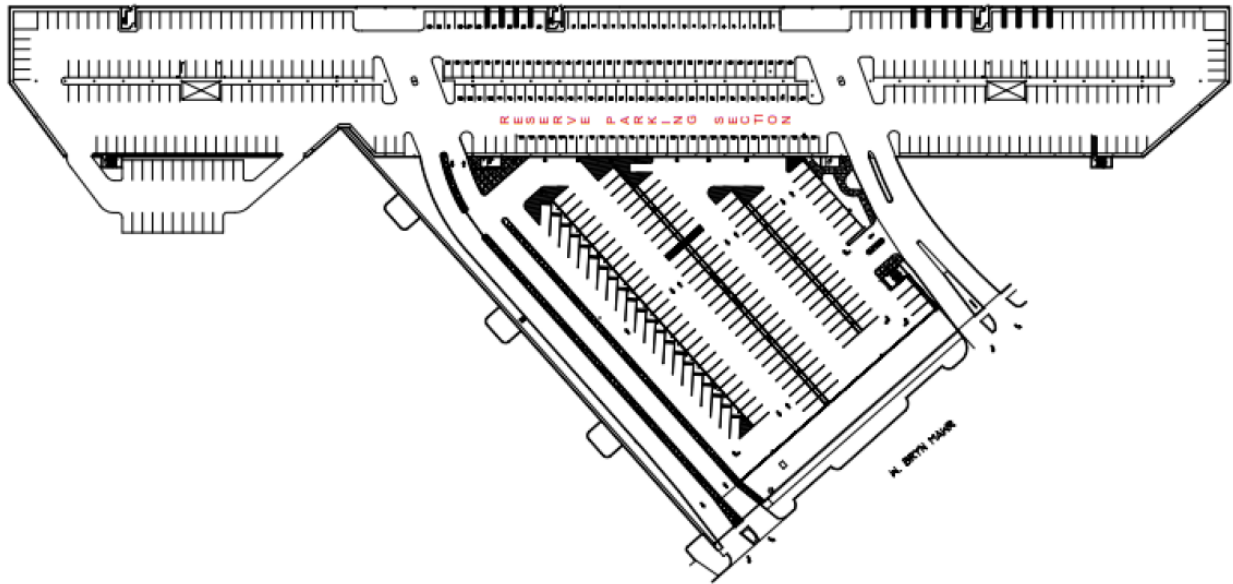


EXHIBIT H

EXISTING SUBLEASE REMOVAL ITEMS

- All Furniture (as such term is defined under Subsection 6.3 (Furniture) of the Existing Sublease)
- All Liebert Units on Floors 5, 6, 7, 8, and 9
- All UPS Systems on Floors 5 and 6
- All UPS Battery Cabinets on Floors 4 and 7
- All Levitron Lighting Controllers on Floors 5, 7, and 9
- All Dry Chemical Fire Suppression Systems and Equipment on Floor 9
- All Rooftop Condenser Units Serving Liebert Units on Floors 5, 6, 7, 8, and 9
- All Penthouse Pump Systems and Condenser Water Controllers

EXHIBIT I

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 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 beneficiary in a will.

- (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 subcontractor's 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.