

EXHIBIT A
OFFICE LEASE
(ATTACHED)

BURNHAM CENTER
111 WEST WASHINGTON STREET
CHICAGO, ILLINOIS 60602

OFFICE LEASE AGREEMENT

CITY OF CHICAGO
an Illinois municipal corporation
(Tenant)

and

TFO REVA GOLUB BURNHAM, LLC,
a Delaware limited liability company
(Landlord)

111 W. WASHINGTON STREET -- OFFICE LEASE AGREEMENT SCHEDULE

The following schedule ("Schedule") is an integral part of this Lease. Terms defined in this Schedule shall have the same meanings throughout this Lease.

- A. Building: Burnham Center located at 111 W. Washington Street, Chicago, Illinois 60602
- B. Landlord: TFO REVA Golub Burnham, LLC, a Delaware limited liability company
- C. Tenant: City of Chicago, an Illinois municipal corporation
- D. Premises: 35,633 rentable square feet of office space on the fourth floor of the Building, as shown in Exhibit A

- E. Place of Payment of Rent: TFO REVA Golub Burnham, LLC
c/o Golub Realty Services LLC
625 North Michigan Avenue, Suite 2000
Chicago, Illinois 60611
Attention: Vice President/Commercial Properties

If sent via wire transfer or Automated Clearing House:

Bank Name: _____
ABA Routing Number: _____
Credit to Account of: _____
Account Number: _____

- F. Permitted Use: General office, including the use of portions of the Premises for a lunchroom, the operation of vending machines, coffee machines, microwave ovens, refrigerators, electronic data processing equipment, computer room, telephone switch, computer equipment, conference rooms and other functions and facilities generally used in space leased for general office purposes in first class office buildings in downtown Chicago.
- G. Landlord's Broker: Golub Realty Services LLC
- H. Commencement Date: January __, 2024
- I. Termination Date: 180 days after the Commencement Date
- J. Initial Improvements As described in Exhibit B and B-1 attached hereto, to be completed at Tenant's sole cost.

- K. Base Rent: \$74,235.42 per month
- L. City's Pro-Rata Share of Operating Costs and Taxes: 6.094%
- M. Base Year for Tax and Operating Costs: 2024
- N. Security Deposit: None

This OFFICE LEASE AGREEMENT (“Lease” or “Agreement”) is made as of January 23, 2024 (the “Effective Date”), by and between the CITY OF CHICAGO, an Illinois municipal corporation (the “City” or “Tenant”), and TFO REVA GOLUB BURNHAM, LLC, a Delaware limited liability company (the “Landlord”).

RECITALS

WHEREAS, the Landlord owns the 111 W. Washington building commonly known as Burnham Center (the “Building”), which is located at 111 W. Washington Street, Chicago, Illinois 60602. The term “Project” means the Building and the land (including all easements appurtenant thereto) thereunder. The term “Premises” shall refer to that part of the fourth floor of the Building, consisting of 35,633 rentable square feet of office space, as shown in Exhibit A; and

WHEREAS, the Landlord wishes to lease to Tenant and Tenant wishes to lease from the Landlord the Premises for the Permitted Use, as defined in the Schedule, commencing on the Effective Date.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Tenant and Landlord agree as follows:

1. Incorporation of Recitals. The foregoing recitals constitute an integral part of this Agreement and are incorporated herein by this reference with the same force and effect as if set forth herein as agreements of Tenant and the Landlord.
2. Grant. Subject to the terms and conditions set forth herein, the Landlord hereby leases to Tenant and Tenant hereby leases from the Landlord the Premises for the Permitted Use.
3. Term. The term of this Agreement (the “Term”) shall begin on the Effective Date and shall end one hundred and eighty days (180) days after the Effective Date (“Termination Date”).
4. Holding Over. Tenant shall have no right to holdover possession of the Premises after the expiration of the Term or early termination of this Lease without Landlord's prior written consent, which Landlord may withhold in its sole and absolute discretion. If Tenant retains possession of the Premises or any part thereof after the termination of the Term by lapse of time or otherwise, Tenant shall pay Landlord Rent (hereinafter defined) at one hundred percent (100%) of the Rent due for the month immediately prior thereto for each month (or any part of a month in which event Rent for the entire month shall be paid) Tenant thus remains in possession (“**Holdover Rent**”), and in addition thereto, shall pay to Landlord actual damages reasonably incurred by reason of Tenant's retention of possession. If and when the period of holding over exceeds one hundred eighty (180) days, the Holdover Rent shall increase to one hundred fifty percent (150%) of the Rent due for the month immediately prior to the holding over, and in addition thereto, Tenant shall pay to Landlord its direct and consequential damages reasonably incurred by reason of Tenant's retention of possession. Such holding over shall constitute a month-to-month tenancy for

the first one hundred eighty (180) days and thereafter a tenancy at sufferance, in any case at the Holdover Rent stated hereinabove and in accordance with all the other terms and conditions (with the exception of those stated in this Section 4) as stated in this Agreement. The provisions of this section and the acceptance of Rent or other payments shall not operate as a waiver of Landlord's rights of reentry or any other right hereunder

5. Rent. Tenant shall pay the following Rent to Landlord at the office of Landlord, or as otherwise designated from time to time by written notice from Landlord to Tenant. "Rent" as used in this Lease means Base Rent and Additional Rent. Tenant's agreement to pay Rent is an independent covenant, with no right of setoff, deduction or counterclaim of any kind. Rent for any partial month during the Term shall be prorated.

(a) Base Rent. "Base Rent" in monthly installments due in advance by the 10th day of each calendar month, with the first monthly installment of Base Rent payable no later than ten (10) days after Tenant's execution of this Agreement. The following table identifies Base Rent during the Term of this Agreement:

<u>Rate per R.S.F.</u>	<u>Annual Base Rent</u>	<u>Monthly Base Rent</u>
\$25.00	\$890,825.04	\$74,235.42

(b) Base Year. The "Base Year" for Tax and Operating Costs, hereinafter defined, shall be 2024.

(c) Proportionate Share. Landlord represents that the approximate rentable square footage of the Building is 584,679 square feet, and that the Premises contains approximately 35,633 rentable square feet. Based on these numbers, Tenant's Proportionate Share of Operating Costs and Taxes is 6.094%.

(d) Operating Cost Share Rent. Tenant's Proportionate Share of Operating Costs for the applicable Year of this Agreement, in excess of the amount incurred or paid during the Base Year, paid monthly in advance in an estimated amount.

(e) Tax Share Rent. Tenant's Proportionate Share of Taxes for the applicable Year of this Agreement, in excess of the amount incurred or paid during the Base Year, paid monthly in advance in an estimated amount.

(f) Additional Rent. The amount of all Operating Cost Share Rent, Tax Share Rent, costs, expenses, liabilities, and amounts which Tenant is required to pay under this Agreement, excluding Base Rent, but including any interest for late payment of any item of Rent.

(g) Operating Costs. Any expenses, costs and disbursements of any kind other than Taxes, paid or incurred by Landlord in connection with the management (including the salary of Landlord's Director of Operations), maintenance, operation, insurance, repair, replacement and other related activities in connection with any part of the Project, the common areas and of the personal property, fixtures, machinery, equipment, systems and apparatus used in connection therewith, including without limitation, the cost of providing those services required to be

furnished by Landlord under this Agreement. Operating Costs shall also include the costs of any capital improvements which are intended to reduce Operating Costs or improve safety, and those made to keep the Project in compliance with applicable laws (collectively, "**Included Capital Items**"); provided, that the costs of any Included Capital Item shall be amortized by Landlord, together with an amount equal to interest at ten percent (10%) per annum, over the estimated useful life of such item and such amortized costs are only included in Operating Costs for that portion of the useful life of the Included Capital Item which falls within the Term.

(h) *Excluded Operating Costs.* Operating Costs shall not include: costs of alterations of tenant premises; costs of capital improvements other than Included Capital Items; interest and principal payments on mortgages or any other debt costs (including without limitation interest, fines and penalties on late payments), or rental payments on any ground lease of the Project; real estate brokers' leasing commissions and legal fees related to leasing and defaults by other tenants in the Project.

(i) *Taxes.* Any and all taxes, assessments and charges of any kind, general or special, ordinary or extraordinary, levied against the Project, which Landlord shall pay or become obligated to pay or are levied in connection with the ownership, leasing, renting, management, use, occupancy, control or operation of the land on which the Premises are located or of the personal property, fixtures, machinery, equipment, systems and apparatus owned by Landlord and used in connection therewith. Taxes shall include real estate taxes, personal property taxes, if any, sewer rents, water rents, special or general assessments, transit taxes, ad valorem taxes, and any tax levied on the rents hereunder or the interest of Landlord under this Agreement ("**Rent Tax**"). Taxes shall also include all reasonable attorneys' fees and other costs and expenses paid by Landlord in reviewing any tax and in seeking a refund or reduction of any Taxes, whether or not Landlord is ultimately successful.

For any year during the Term, the amount to be included in Taxes (a) from taxes or assessments payable in installments, shall be the amount of the installments due and payable during such year, and (b) from all other Taxes, shall at Landlord's election be the amount accrued, assessed, or otherwise imposed for such year or the amount due and payable during such year. Any refund or other adjustment to any Taxes by the taxing authority shall apply to the year for which the adjustment is made and shall be adjusted by Landlord upon issuance of the Operating Cost and Tax Share Report (defined below).

Taxes shall not include any net income (except Rent Tax), capital, stock, succession, transfer, franchise, gift, estate or inheritance tax, except to the extent that such tax shall be imposed in lieu of any portion of Taxes.

(j) Following the end of each calendar year during the Term, Landlord shall reconcile the actual Operating Costs and Taxes and provide Tenant with an Operating Cost and Tax Share Report. Within ten (10) business days after such delivery, Tenant shall pay to Landlord the amount due from Tenant minus the amount paid by Tenant during the prior year. If the amount paid exceeds the amount due, Landlord shall apply the excess to Tenant's payments of Operating Cost and Tax Share Rent next coming due if any. In the event the Term has not been

extended or there is no Operating Cost and Tax Share Rent due, Landlord shall refund the overage to Tenant concurrent with the delivery of the Operating Cost and Tax Share Report.

6. **Default Interest.** Any sum due from Tenant to Landlord not paid within five (5) days following the date when due (unless another time period is specified herein) shall bear interest from the date due until paid at the annual rate equal to seven percentage points in excess of the rate of interest announced from time to time by Chase Bank at Chicago, Illinois, or any successor thereto, as its corporate Base Rate, changing as and when said corporate Base Rate changes, unless a lesser rate shall then be the maximum rate permissible by law with respect thereto, in which event said lesser rate shall be charged.

7. **Condition of Premises.** Landlord is leasing the Premises and all fixtures, machinery and equipment therein and thereon to Tenant on an "**AS IS/WHERE-IS/WITH ALL FAULTS**" basis, without any obligation to alter, remodel, improve, repair or decorate any part of the Premises, except as otherwise expressly set forth herein regarding the Initial Improvements. Except as otherwise expressly stated herein, Landlord has made no representation or warranty, express or implied, regarding the condition of the Building or the condition of the Premises. Tenant is hereby advised that asbestos and asbestos containing materials may have been used in the construction of the Building. Tenant shall maintain the Premises and cause alterations to be performed to the Premises only in a manner such that any asbestos does not become friable or airborne, or violate any Environmental Laws (as hereafter defined). Landlord represents that as of the date of this Agreement, to the best of Landlord's knowledge, the Building is in substantial compliance with all applicable federal, state and local statutes, regulations, codes and ordinances, and Landlord covenants that it will keep the Building (except for the Premises which shall be the City's sole obligation and responsibility) in substantial compliance with all applicable laws for the Term of this Agreement at its sole cost and expense.

8. **Improvements.** Except for non-Material Alterations (defined below), Tenant shall not make any improvements or alterations to the Premises ("**Improvements**") without in each instance submitting plans and specifications for the Improvements to Landlord and obtaining Landlord's prior written consent. Tenant shall pay Landlord's standard charge for review of the plans and all other items submitted by Tenant. Landlord will be deemed to be acting reasonably in withholding its consent to any Improvements which (a) impacts the base structural components or systems of the Project, (b) impacts any other tenant's premises, (c) is visible from outside the Premises, or (d) is otherwise reasonably objectionable to Landlord. Landlord's sole interest in reviewing and approving such documents is to protect Landlord's interests, and no such review or approval by Landlord shall be deemed to create any liability of any kind on the part of Landlord, or constitute a representation on the part of Landlord or any person consulted by Landlord in connection with such review and approval that such plans or other documents are correct or accurate, or are in compliance with any applicable laws.

The following requirements shall apply to all Improvements:

(a) The Improvements shall be performed in a good and workmanlike manner, meeting the standard for construction and quality of materials in the Project, and shall comply with all insurance requirements and all applicable laws.

(b) Tenant shall perform all Improvements so as to minimize or prevent disruption to other tenants or owners of the Project, and Tenant shall comply with all reasonable requests of Landlord in response to complaints from other tenants and other owners and occupants of the Project.

(c) Tenant shall perform all Improvements in compliance with Landlord's "Policies, Rules and Procedures for Construction Projects," if any, in effect at the time the Improvements are performed.

(d) Except for the Initial Improvements and non-Material Alterations, Tenant shall permit Landlord, its architect, engineer and/or consultant to supervise all Improvements. Excluding the Initial Improvements and non-Material Alterations, Landlord may charge a supervisory fee in the amount of five percent (5%) of labor, material, and all other costs of the work. Tenant must present for Landlord's prior approval all contracts and lien waivers. Unless Tenant is using its own employees, at Landlord's option, Improvements may be required to be performed through a construction escrow at a Landlord approved title company. Landlord will review all draws submitted to confirm that all contractors working on the Premises are paid in a timely manner. All sums needed for construction will be properly escrowed with said title company.

(e) Upon completion, Tenant shall furnish Landlord with contractor's affidavits and full and final statutory waivers of liens, as-built plans and specifications, and receipted bills covering all labor and materials, and any other close-out documentation required in Landlord's then existing "Policies, Rules and Procedures for Construction Projects," if any.

Tenant may make "**non-Material Alterations**" without submitting plans and specifications and obtaining Landlord's prior written consent. The term "non-Material Alterations" means those alterations that are purely decorative in nature (i.e., paint, carpeting, fixturing, installation of cabinets), are not visible from the exterior of the Premises and the cost of which does not exceed Fifty Thousand Dollars (\$50,000.00) in the aggregate in each twelve (12) month period, provided that any such non-Material Alteration (i) does not require a permit from applicable governmental authorities, (ii) does not affect the proper functioning of any Building system, utility service or plumbing or electrical lines, and (iii) does not violate any applicable laws (as hereinafter defined), and provided further that Tenant provides Landlord with not less than ten (10) days' prior written notice of its intention to perform such non-Material Alteration.

(f) No Liens. Tenant has no authority to cause or permit any lien or encumbrance of any kind to affect Landlord's interest in the Project; any such lien or encumbrance shall attach to Tenant's interest only. If any mechanic's lien shall be filed or claim of lien made for work or materials furnished to Tenant, then Tenant shall at its expense within ten (10) days thereafter either discharge or contest the lien or claim. If Tenant contests the lien or claim, then Tenant shall (i) within such ten (10) day period, provide Landlord adequate security in Landlord's sole judgment for the lien or claim, (ii) contest the lien or claim in good faith by appropriate proceedings that operate to stay its enforcement, and (iii) pay promptly any final adverse judgment entered in any such proceeding. If Tenant does not comply with these requirements, Landlord may

discharge the lien or claim, and the amount paid, as well as reasonable attorney's fees and other expenses incurred by Landlord, shall become Additional Rent payable by Tenant on demand.

(g) Ownership of Improvements. All Improvements as defined in this Section, partitions, hardware, equipment, machinery (excluding Tenant's personal property) and all other improvements and all fixtures, except trade fixtures, constructed in the Premises by either Landlord or Tenant, (i) shall become Landlord's property upon installation without compensation to Tenant, unless Landlord consents otherwise in writing, and (ii) shall at Landlord's option either (a) be surrendered to Landlord with the Premises at the termination of this Agreement or of Tenant's right to possession, or (b) be removed in accordance with Subsection 5(h) below (unless Landlord at the time it gives its consent to the performance of such construction expressly waives in writing the right to require such removal).

(h) Removal at Termination. Upon the termination of this Agreement or Tenant's right of possession, Tenant shall remove from the Building its trade fixtures, furniture, wiring and cabling installed by or at the request of Tenant (if requested by Landlord), moveable equipment and other personal property, any Improvements which Landlord elects shall be removed by Tenant. Tenant shall repair all damage caused by the installation or removal of any of the foregoing items. If Tenant does not timely remove such property, then Tenant shall be conclusively presumed to have, at Landlord's election (i) conveyed such property to Landlord without compensation or (ii) abandoned such property, and Landlord may dispose of or store any part thereof in any manner at Tenant's sole cost, without waiving Landlord's right to claim from Tenant all reasonable expenses arising out of Tenant's failure to remove such property, and without liability to Tenant or any other person. Landlord shall have no duty to be a bailee of any such personal property. If Landlord elects abandonment, Tenant shall pay to Landlord, upon demand, any reasonable expenses incurred for disposition.

(i) Painting and Displays by Tenant. Tenant shall not paint or decorate any part of the exterior of the Premises, or any part of the interior of the Premises visible from the exterior thereof, without first obtaining Landlord's written approval.

9. Insurance.

(a) City's Insurance. Tenant shall procure (or otherwise secure) and maintain at all times during the Term, at Tenant's own expense, the insurance coverages and requirements specified below, as Landlord shall reasonably require from time to time, insuring the Premises and all operations related to this Agreement:

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

(ii) Commercial General Liability (Primary and Umbrella). Commercial General Liability Insurance or equivalent, with limits of not less

than \$2,000,000 per occurrence, for bodily injury, personal injury, and property damage liability.

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

(iv) All Risk Property. All Risk Property Insurance coverage shall be maintained by Tenant for full replacement value to protect against loss of, damage to, or destruction of the Premises, including, without limitation, glass partitions, and any tenant improvements installed at Tenant's own expense.

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

(v) Self-Insurance. Tenant has elected to self-insure to meet the above requirements and Tenant will provide a self-insurance letter. Tenant shall notify Landlord in writing if Tenant procures insurance policies to meet any of the insurance requirements in this Section 8, and shall cause Landlord, and if any, Landlord's building manager or agent and mortgagee, to be named on all such policies as an additional insured on a primary, non-contributory basis.

(vi) Alterations: Moving. Tenant will cause its contractors and subcontractors to provide to Landlord, before performing work in the Premises, certificates of insurance evidencing workers compensation and employers' liability, auto liability with limits not less than \$1,000,000 each accident and commercial general liability insurance including contractor's liability coverage, contractual liability coverage, completed operations coverage, broad form property damage endorsement, and contractor's protective liability coverage, in the amount of not less than \$1,000,000. All liability insurance (except employers' liability) must name Landlord, and if any, Landlord's building manager or agent and mortgagee as an additional insured. Before allowing Tenant's contractors, subcontractors or movers to enter the Building, Landlord may require that they provide evidence of the foregoing insurance.

Tenant's contractor's insurance shall be primary and not contributory to that carried by Tenant, Landlord, their agents or mortgagees. The limits of insurance required by this Agreement, or as carried by Tenant and Landlord, will not limit the liability of Tenant or Landlord or relieve Tenant or Landlord of any obligation thereunder. Any deductibles selected by Tenant and Landlord will be the sole responsibility of Tenant and Landlord.

(b) Landlord's Insurance. Landlord shall maintain property damage and liability insurance with such terms, coverages and conditions as are normally carried by reasonably prudent Landlords of properties similar to the Project.

10. Mutual Waiver of Claims. Notwithstanding any other provisions herein, to the fullest extent permitted by applicable law, Landlord and Tenant hereby waive and release the other from all claims and rights of recovery each may have against the other and its agents and employees for any loss or damage to any real or personal property, which loss or damage is insured against, or required to be insured against, pursuant to Section 8 hereof (or, with respect to Tenant, would have been covered if the required insurance had been purchased from an insurance company). These waivers shall apply regardless of fault or negligence, and shall apply to all such loss or damage without regard to the amount of insurance proceeds, if any, actually collected or collectible. Landlord and Tenant intend that the risk of loss or damage as described above shall be borne by responsible insurance carriers (or, as applicable, Tenant's self-insurance program) to the extent above provided, and Landlord and Tenant hereby agree to look solely to, and seek recovery only from, their respective insurance carriers (or, as applicable, Tenant's self-insurance program) in the event of a loss of a type described above to the extent that such coverage is agreed to be provided hereunder. Landlord and Tenant each, on behalf of their insurers, waive any right of subrogation that such insurers may have against the other to the extent that the loss or damage is required to be insured against pursuant to Section 8 hereof. Landlord and Tenant covenant with each other that they will each obtain for the benefit of the other a waiver of any right of subrogation from their respective insurers.

11. Indemnification.

(a) Each party (the "Indemnifying Party") shall indemnify, defend and hold the other party (the "Indemnified Party"), and the Indemnified Party's officers, agents, employees, contractors, subcontractors and consultants, harmless from and against any and all actions, claims, suits, losses, damages, liens, liabilities, fines, costs and expenses (including, without limitation, reasonable attorney's fees and court costs) (collectively, "Losses") for the death of or injury to persons or damage to property incurred in connection with, arising out of or incident to any act or omission of the Indemnifying Party or its agents, employees, contractors, subcontractors or consultants in their use of the Premises or the Project, except (i) to the extent such Losses result from a default by the Indemnified Party under this Lease or the willful misconduct or negligent act or omission of the Indemnified Party or its officers, agents, employees, contractors, subcontractors or consultants, or (ii) to the extent of any insurance proceeds received (or receivable) by the Indemnified Party or payable under the Indemnified Party's insurance (or which would have been received or receivable had the Indemnified Party maintained the insurance required by this Lease) as a result of the Indemnified Party's contributory culpability, or (iii) to the extent the loss or damage is to property and the Indemnified Party has waived its right to recover the cost of such loss or damage under Section 10 hereof. The foregoing indemnity shall survive any termination of this Agreement.

(b) 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 Agreement or the transactions contemplated hereby, unless explicitly stated otherwise in this Agreement.

12. Default; Remedies.

(a) A "Default" by Tenant shall occur if Tenant fails to pay any Rent when due, and such failure is not cured within five (5) days after written notice that the same is past due; or Tenant fails to perform any other obligation ("Non-Monetary Default") to Landlord under this Agreement, and this Non-Monetary Default continues for twenty (20) days after written notice from Landlord, except that if Tenant begins to cure its Non-Monetary Default within the twenty (20) day period but cannot reasonably complete its cure within such period, then, so long as Tenant continues to diligently attempt to cure its Non-Monetary Default, the twenty (20) day period shall be extended as is reasonably necessary to complete the cure.

(b) Termination of Lease or Possession. If Tenant is in Default, Landlord may elect either to terminate this Lease or to terminate Tenant's possession of the Premises without terminating this Lease. In either case, Tenant shall immediately vacate the Premises and deliver possession to Landlord, and Landlord may repossess the Premises and may, at Tenant's sole cost, remove any of Tenant's signs and any of its other property, without relinquishing its right to receive Rent or any other right against Tenant.

(c) Termination Damages. If Landlord terminates this Lease, Tenant shall pay to Landlord all Rent due on or before the date of termination, plus the aggregate Rent that would have been payable from the date of termination through the Termination Date, discounted to present value at the rate of five percent (5%) per annum. If Landlord shall relet any part of the Premises for any part of such period before such present value amount shall have been paid by Tenant or finally determined by a court, then the amount of Rent payable pursuant to such reletting (taking into account vacancy prior to reletting and any reletting expenses or concessions) shall be deemed to be the reasonable rental value for that portion of the Premises relet during the period of the reletting.

(d) Possession Termination Damages. If Landlord terminates Tenant's right to possession without terminating this Lease, and Landlord takes possession of the Premises itself, Landlord may relet any part of the Premises for such Rent, for such time, and upon such terms as Landlord in its sole discretion shall determine, without any obligation to do so prior to renting other vacant areas in the Building. Any proceeds from reletting the Premises shall first be applied to the Costs of Reletting, defined as including redecoration, repair, alteration, advertising, brokerage, value of concessions granted, legal, and other expenses. If the reletting proceeds after payment of Costs of Reletting are insufficient to pay the full amount of Rent under this Lease, Tenant shall pay such deficiency to Landlord monthly upon demand as it becomes due. Any excess proceeds shall be retained by Landlord. Landlord shall take reasonable measures to the extent required by law to relet all or any part of the Premises, without notice to Tenant, for such period of time and on such terms and conditions (which may include concessions, free rent and work allowances) as Landlord in its absolute discretion shall determine. Reasonable measures shall not obligate Landlord to show the Premises before showing other space in the Building to a prospective tenant.

(e) Landlord's Remedies Cumulative. All of Landlord's remedies under this Lease shall be in addition to all other remedies Landlord may have at law or in equity. Waiver by

Landlord of any breach of any obligation by Tenant shall be effective only if it is in writing, and shall not be deemed a waiver of any other breach, or any subsequent breach of the same obligation. Landlord's acceptance of payment, partial or otherwise, by Tenant shall not constitute a waiver of any breach by Tenant, and if the acceptance occurs after Landlord's notice to Tenant, or termination of this Lease or of Tenant's right to possession, the acceptance shall not affect such notice or termination. Acceptance of payment by Landlord after commencement of a legal proceeding or final judgment shall not affect such proceeding or judgment. Landlord may advance such monies and take such other actions for Tenant's account as reasonably may be required to cure or mitigate any default by Tenant. Tenant shall immediately reimburse Landlord for any such advance, and such sums shall bear interest at the default interest rate until paid.

(f) WAIVER OF TRIAL BY JURY; JURISDICTION; VENUE. EACH PARTY WAIVES TRIAL BY JURY IN THE EVENT OF ANY LEGAL PROCEEDING BROUGHT BY THE OTHER IN CONNECTION WITH THIS LEASE. EACH PARTY SHALL BRING ANY ACTION AGAINST THE OTHER IN CONNECTION WITH THIS LEASE IN A FEDERAL OR STATE COURT LOCATED IN CHICAGO, ILLINOIS, CONSENTS TO THE JURISDICTION OF SUCH COURTS, AND WAIVES ANY RIGHT TO HAVE ANY PROCEEDING TRANSFERRED FROM SUCH COURTS ON THE GROUND OF IMPROPER JURISDICTION, VENUE OR INCONVENIENT FORUM.

(g) Attorney's Fees. Should either party bring an action against the other party to enforce or interpret this Lease, including in state or federal court actions or proceedings, then the party which prevails in such action shall be entitled to its reasonable attorneys' fees and expenses related to such action, in addition to all other recovery or relief. The non-prevailing party shall also be obligated to pay reasonable attorneys' fees and costs incurred in any post-judgment proceedings to enforce and collect the judgment, which obligation shall survive the merger of this Lease into any judgment on this Lease. A party shall be deemed to have prevailed in any such action (without limiting the generality of the foregoing) if such action is dismissed upon the payment by the other party of the sums allegedly due or the performance of obligations allegedly not complied with, or if such party obtains substantially the relief sought by it in the action, irrespective of whether such action is prosecuted to judgment. Tenant shall also pay all reasonable attorneys' fees and costs Landlord incurs in defending this Lease or otherwise protecting Landlord's rights in any voluntary or involuntary bankruptcy case, assignment for the benefit of creditors, or other insolvency, liquidation or reorganization proceeding involving Tenant or this Lease, including all motions and proceedings related to relief from an automatic stay, lease assumption or rejection, use of cash collateral, claim objections, disclosure statements and plans of reorganization. In addition, if as a result of any breach or default by Tenant under this Lease, Landlord uses the services of an attorney in order to secure compliance with this Lease, Tenant shall reimburse Landlord upon demand as Additional Rent for any and all reasonable attorneys' fees and expenses incurred by Landlord, whether or not formal legal proceedings are instituted, including the costs of preparing and serving demand letters, default notices and similar non-judicial enforcement activities. Further, whenever Tenant requests Landlord's consent or submits documents for Landlord's review, Tenant shall pay to Landlord all reasonable costs, including reasonable attorneys' fees, incurred by Landlord in connection with such request or submittal.

13. Notices. All notices, consents, approvals and similar communications to be given by one party to the other under this Agreement, shall be given in writing, mailed, by overnight courier service, or personally delivered as follows:

If to City: City of Chicago
Department of Fleet and Facility Management
Bureau of Asset Management
30 N. LaSalle Street, Room 300
Chicago, Illinois 60602
Attn: Commissioner

With a copy to: City of Chicago
Department of Law
121 N. LaSalle Street, Room 600
Chicago, Illinois 60602
Attn: Real Estate and Land Use Division

If to Landlord: TFO REVA Golub Burnham, LLC
c/o Golub Realty Services LLC
625 North Michigan Avenue, Suite 2000
Chicago, Illinois 60611
Attention: Vice President/Commercial Properties

With a copy to: TFO REVA Golub Burnham, LLC
c/o Golub Realty Services LLC
111 West Washington Street
Chicago, Illinois 60602
Attention: Property Manager

Schoenberg Finkel Beederman Bell Glazer LLC
300 S. Wacker Drive, Suite 1500
Chicago, IL 60606
Attn: Michael S. Friman.

or to such other person at such other address as Landlord may designate by notice to Tenant.

14. Assignment. Tenant shall not, without the prior consent of Landlord in each case, make or allow any assignment or transfer, by operation of law or otherwise, of this Agreement or of any part of Tenant's interest herein.

15. Estoppel Certificate. From time to time, Tenant agrees to furnish to Landlord, Landlord's mortgagee or any third party designated by Landlord, within ten (10) business days after Landlord has made a written request, a written estoppel certificate signed by Tenant or an authorized signatory of Tenant confirming and certifying to such party, as of the date of such estoppel certificate, (i) that Tenant is in possession of the Premises; (ii) that this Lease is unmodified and in full force and effect (or if there have been modifications, that this Lease is in full force and effect as modified and setting forth such modification); (iii) that Tenant has no offsets, claims or defenses against Rent or the enforcement of any right or remedy of Landlord, or any duty or obligation of Tenant under this Lease (or, if so, specifying the same in detail); (iv) the dates through which Base Rent and Additional Rent have been paid; (v) that Tenant has no

knowledge of any then uncured defaults on the part of Landlord under this Lease (or if Tenant has knowledge of any such uncured defaults, specifying the same in detail); (vi) that Tenant has no knowledge of any event having occurred that authorizes the termination of this Lease by Tenant (or if Tenant has such knowledge, specifying the same in detail); (vii) the amount of any Security Deposit held by Landlord; (viii) that, to Tenant's actual knowledge, there are no actions, whether voluntary or otherwise, pending against Tenant or this Lease (or if Tenant has knowledge of any such actions, specifying the same in detail); and (ix) other matters reasonably requested by Landlord or such other party. If Tenant fails to deliver the estoppel certificate described above within such ten (10) business day period, and such failure continues for an additional five (5) business days after notice, Tenant acknowledges and agrees that Landlord is then authorized to act as Tenant's attorney-in-fact to execute the estoppel certificate on behalf of Tenant, and Tenant will be bound by the terms of the estoppel certificate prepared and executed by Landlord.

16. **Force Majeure.** Neither party shall be in default under this Lease to the extent it is unable to perform any of its obligations on account of any strike or labor problem, energy shortage, governmental pre-emption or prescription, terrorist attack, national emergency, contagion, epidemic, pandemic, quarantine, cyberattack or any other cause of any kind beyond the reasonable control of such party ("**Force Majeure**"), except that Force Majeure shall not apply to either party. Tenant's inability to complete any financial obligations pursuant to this Lease or the timely payment of premiums to maintain Tenant's insurance required under this Lease.

17. **Prohibited Uses:** In addition to other restrictions on the use of the Premises, Tenant may not use or permit the use or occupancy of the Premises as a school (including, without limitation, a school that teaches digital arts, entertainment technology, film, computer animation or recording arts). Further, the Premises shall not be used or occupied for any purpose or use which would violate any agreements affecting the Premises, Landlord, or the Project, including, without limitation, any so-called exclusive agreements concerning the goods, services or products identified on Exhibit C attached hereto and made a part hereof. It is understood that Landlord has granted such exclusive agreements and imposed other restrictions and use prohibitions (and may in the future so grant or impose such exclusive agreements, restrictions and use prohibitions, provided the same will not have a materially adverse effect on the Permitted Use) for the benefit of certain tenant(s) or other occupant(s) at the Project, and Tenant acknowledges that such tenant(s) and occupant(s) are third party beneficiaries of such exclusives, restrictions and use prohibitions and shall be entitled to enforce the same directly against Tenant in the event of a violation thereof by Tenant.

18. **Fire and Other Casualty.**

(a) **Termination.** If a fire or other casualty causes substantial damage to the Project or the Premises, and Tenant is unable to conduct the Permitted Use within the Premises, Tenant may terminate this Lease by notice to Landlord within thirty (30) days after the casualty and Rent shall abate from the date of the casualty in proportion to any part of the Premises which has been untenable whether due to lack of access or building services from and after the casualty. If Tenant does not terminate the Lease pursuant to the preceding sentence, Landlord shall engage a registered architect to certify within one (1) month after the casualty to both Landlord and Tenant the amount of time needed to restore the Project or access to the Building or Premises, or building services to the Premises and the Premises to tenantability, using standard

working methods. If the time needed exceeds twelve (12) months from the beginning of the restoration, or two (2) months therefrom if the restoration would begin during the last twelve (12) months of this Lease, then in the case of the Premises, either Landlord or Tenant may terminate this Lease, and in the case of the Project, Landlord may terminate this Lease, by notice to the other party within ten (10) days after the notifying party's receipt of the architect's certificate. The termination shall be effective thirty (30) days from the date of the notice and Rent shall be paid by Tenant to that date, with an abatement for any portion of the Premises which has been untenable whether due to lack of access or building services from and after the casualty.

(b) Restoration. If a casualty causes damage to the Project, prevents access to or disrupts essential building services to the Premises but this Lease is not terminated for any reason, then subject to the rights of any mortgagees or ground lessors, Landlord shall obtain the applicable insurance proceeds and diligently restore the Project and the Premises subject to current governmental requirements. Tenant shall replace its damaged improvements, personal property and fixtures. Rent shall be abated on a per diem basis during the restoration for any portion of the Premises which is untenable.

19. Eminent Domain. If a part of the Project is taken by eminent domain or deed in lieu thereof which is so substantial that the Premises cannot reasonably be used by Tenant for the Permitted Use, then either party may terminate this Lease effective as of the date of the taking. If any substantial portion of the Project is taken without affecting the Premises or access to the Building, then Landlord may terminate this Lease as of the date of such taking. Rent shall abate from the date of the taking in proportion to any part of the Premises taken. The entire award for a taking of any kind shall be paid to Landlord, and Tenant shall have no right to share in the award but shall be permitted to pursue any separate award available to Tenant provided such award does not diminish any award or compensation available to Landlord. All obligations accrued to the date of the taking shall be performed by the party liable to perform said obligations, as set forth herein.

20. Landlord's Rights. Landlord reserves all rights to use (or grant other parties the right to use) and Tenant shall have no right, title or interest in: (i) the roof of the Building, (ii) exterior non-storefront portions of the Premises (including, without limitation, demising walls and outer walls of the area of the Project in which the Premises are located), (iii) air rights above the Premises and rights to the land and improvements below the floor level of the Premises, (iv) the basement of the Building, if any, and (v) areas within the Premises necessary for utilities, services, safety and operation of the Project that will not materially interfere with Tenant's use of the Premises, including all building systems and equipment and fire stairways. Landlord shall have the right to: (a) inspect the Premises, and to perform its obligations, or make repairs, alterations, additions or improvements, as permitted by this Agreement, provided that Landlord gives reasonable advance notice to Tenant and uses commercially reasonable efforts to minimize any disruption in the conduct of business by Tenant (except in cases of emergency, when no notice shall be required); (b) to make repairs or alterations to the Project and in doing so transport any required material through the Premises, provided Landlord repairs all damage to the Premises and Project, including but not limited to: all trade fixtures, furniture, machinery, equipment and other personal property within the Premises caused by such transport, (c) to close entrances, doors, corridors, elevators and other facilities in the Project, provided Tenant has reasonable access to the Premises, (d) to temporarily open any ceiling in the Premises (provided such work will not

materially interfere with the City's use of the Premises), or to temporarily suspend services or use of common areas in the Building. Landlord may do or permit any work on any nearby building, land, street, alley or way. Landlord may install, use and maintain through the Building and the Premises, pipes, conduits, wires and ducts serving the Building, provided that such installation, use and maintenance does not unreasonably interfere with Tenant's use of the Premises.

21. Amendment. This Agreement may not be amended or modified without the written consent of Tenant and the Landlord hereto.

22. Entire Agreement. This Agreement embodies the entire agreement and understanding between Tenant and the Landlord regarding the Permitted Use and Tenant's lease of the Premises. This Agreement supersedes any prior oral or written agreements with respect to the matters stated herein.

23. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original instrument and all of which together shall constitute one and the same instrument. A facsimile, electronic, or photocopy signature shall have the same legal effect as an original signature.

24. Maintenance. Other than janitorial services, heat and air conditioning, cold water for drinking and toilet purposes, electricity and elevator service, which Landlord will provide in a manner comparable to services generally furnished to tenants in other similar office buildings, Tenant acknowledges that the Landlord will not have any maintenance responsibilities for the Premises during the Term of this Agreement. Tenant shall maintain the Premises in good condition during the Term of this Agreement at its own cost. Tenant shall, at its own cost and expense, maintain the Premises in good repair and in a neat and clean, first-class condition. Tenant shall further, at its own cost and expense, repair or restore any damage or injury to all or any part of the Building caused by Tenant or Tenant's agents, employees, invitees, licensees, visitors or contractors, including but not limited to any repairs or replacements necessitated by (i) the construction or installation of improvements to the Premises by or on behalf of Tenant and (ii) the moving of any property into or out of the Premises. Landlord shall, at its own cost and expense, repair or restore any damage or injury to all or any part of the Premises caused by Landlord or Landlord's agents, employees, invitees, licensees, visitors or contractors, including but not limited to any repairs or replacements necessitated by (i) the construction or installation of improvements to the Premises by or on behalf of Landlord and (ii) the moving of any property into or out of the Premises.

25. Utility Payments. To the extent utilities are separately metered, Tenant shall pay, directly to the utility company providing service, for all water gas, electric, heat, light, power, sewer, telephone and other utilities used in the Premises (collectively, "Utility Payments"). Electricity shall be distributed to the Premises by Landlord. Landlord reserves the right, in its sole discretion and at its own expense, to install a submeter at any time during the term of the Lease. No disconnection of electricity service shall result in any liability of Landlord to Tenant or be deemed to be an eviction or a disturbance of Tenant's use of the Premises. Tenant shall be responsible for the cost of repair and replacement of all lamps, bulbs, ballasts and starters used in the Premises, which shall be provided and installed by Landlord.

26. Telephone/Data Services/Internet. Tenant shall make arrangements directly with a utility company servicing the Building for such telephone, data and internet service in the Premises as may be desired by Tenant. Any telegraphic, telephonic, burglar alarm, computer installations or signal service desired by Tenant shall require the prior written approval of Landlord, which approval shall not be unreasonably withheld. If such approval is given, Landlord shall direct where and how all connections and wiring for such service shall be introduced and run. Subject to the foregoing, any such service shall be installed and maintained by Tenant at Tenant's sole expense. In the absence of Landlord's prior written approval, Tenant shall make no borings or cutting or install any wires or cables in or about the Premises.

27. Building Rules. Tenant agrees to conform to all rules and regulations which Landlord has, or may from time to time, make or promulgate in the management and use of the Premises; and cause conformance to all such rules and regulations by its agents, employees, contractors, subcontractors and consultants.

28. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Illinois.

29. Security. Landlord and Tenant recognize the existence of certain societal problems which, depending on the circumstances at the time, may necessitate the employment of certain reasonable security measures in the day-to-day operation of the Premises and Building. Tenant hereby agrees to the exercise, if any, by Landlord and its agents of such reasonable security measures, including but not limited to, the search of all persons entering or leaving the Premises, the evacuation of the Building for cause, suspected cause, or for drill purposes, the denial of any access to the Building, and other similarly related actions that Landlord deems reasonably necessary to prevent any threat of property damage or bodily injury. Except as provided in Section 11, the exercise of such security measures by Landlord and the resulting temporary interruption of service and/or temporary cessation of Tenant's business, if any, shall never be deemed an eviction or disturbance of Tenant's use and possession of the Premises, or any part thereof, or render Landlord liable to Tenant for any resulting damages, or relieve Tenant from paying Rent or performing any of its obligations under this Lease. Notwithstanding any contrary provision, term or other language within this Lease, Tenant shall be solely responsible for all security and life safety issues within the Premises. Notwithstanding the foregoing, and subject to Landlord's prior approval, not to be unreasonably withheld, Tenant shall have the right to install security devices within the Premises and to undertake enhanced security procedures therein, provided further that Tenant's activities in this regard do not interfere with Landlord's rights. Building security services are currently provided twenty-four hours a day, every day. Landlord reserves the right in its sole discretion to change the hours for Building security services and to institute such measures as it deems appropriate.

30. Surrender. Upon termination of this Lease or Tenant's right to possession, Tenant shall return the Premises to Landlord in good order and broom clean condition, ordinary wear and tear and casualty damage and condemnation excepted.

31. Conveyance by Landlord. If Landlord shall at any time transfer its interest in the Project or this Lease, Landlord shall be released of any obligations occurring after such transfer, except the obligation to return to Tenant any security deposit not delivered to its transferee, and Tenant shall look solely to Landlord's successors for performance of such obligations. This Lease shall not be affected by any such transfer.

32. Subordination to Ground Leases and Mortgages.

(a) Subordination. This Lease shall be subordinate to any present or future ground lease or mortgage respecting the Project, and any amendments to such ground lease or mortgage, at the election of the ground lessor or mortgagee as the case may be, effected by notice to Tenant in the manner provided in this Lease. The subordination shall be effective upon such notice, but at the request of Landlord or ground lessor or mortgagee, Tenant shall within ten (10) business days after the request, execute and deliver to the requesting party any reasonable documents provided to evidence the subordination. Any mortgagee has the right, at its option, to subordinate its mortgage to the terms of this Lease, without notice to, nor the consent of, Tenant.

(b) Termination of Ground Lease or Foreclosure of Mortgage. If any ground lease is terminated or mortgage foreclosed or deed in lieu of foreclosure given, and the ground lessor, mortgagee, or purchaser at a foreclosure sale shall thereby become the owner of the Project, Tenant shall attorn to such ground lessor or mortgagee or purchaser without any deduction or setoff by Tenant, and this Lease shall continue in effect as a direct lease between Tenant and such ground lessor, mortgagee or purchaser. The ground lessor or mortgagee or purchaser shall be liable as Landlord only during the time such ground lessor or mortgagee or purchaser is the owner of the Project. At the request of Landlord, ground lessor or mortgagee, Tenant shall execute and deliver within ten (10) business days after the request any document furnished by the requesting party to evidence Tenant's agreement to attorn.

(c) Security Deposit. Any ground lessor or mortgagee shall be responsible for the return of any security deposit by Tenant only to the extent such security deposit is received by such ground lessor or mortgagee.

(d) Notice and Right to Cure. Tenant agrees to send by registered or certified mail to any ground lessor or mortgagee identified in any notice from Landlord to Tenant a copy of any notice of default sent by Tenant to Landlord. If Landlord fails to cure such default within the required time period under this Lease, but ground lessor or mortgagee begins to cure within thirty (30) days after such period and proceeds diligently to complete such cure, then ground lessor or mortgagee shall have such additional time as is necessary to complete such cure, including any time necessary to obtain possession if possession is necessary to cure, and Tenant shall not begin to enforce its remedies so long as the cure is being diligently pursued.

(e) Definitions. As used in this Section, "mortgage" shall include "deed of trust" or "trust deed" and "mortgagee" shall include "beneficiary" or "trustee", "mortgagee" shall include the mortgagee of any ground lessee, and "ground lessor", "mortgagee", and "purchaser at a foreclosure sale" shall include, in each case, all of its successors and assigns, however remote.

33. Real Estate Broker. Tenant represents to Landlord that Tenant has not dealt with any real estate broker with respect to this Lease except for any broker(s) listed in the Schedule, and no other broker is in any way entitled to any broker's fee or other payment in connection with this Lease. Tenant shall indemnify and defend Landlord against any claims by any other broker or third party for any payment of any kind in connection with this Lease. Landlord shall pay a commission to the brokers listed in the Schedule pursuant to a separate agreement.

34. Landlord's Exculpation. It is expressly understood and agreed that nothing in this Lease shall be construed as creating any liability against Landlord, its members, managers, officers, directors, shareholders, employees, beneficiaries or agents or their successors and assigns, personally, and in particular without limiting the generality of the foregoing, there shall be no personal liability to pay any indebtedness accruing hereunder or to perform any covenant, either express or implied, herein contained, and that all personal liability of Landlord, its members, managers, officers, directors, shareholders, employees, its beneficiaries or agents or their successors and assigns, of every sort, if any, is hereby expressly waived by Tenant, and that so far as Landlord, its members, managers, officers, directors, shareholders, employees, its beneficiaries or agents or their successors and assigns is concerned Tenant shall look solely to the equity in the Project and the rents, issues and profits derived therefrom for the satisfaction of the remedies of Tenant in the event of a breach by Landlord. It is mutually agreed that this clause is and shall be considered an integral part of this Lease. Such exculpation of personal liability is absolute and without any exception whatsoever.

35. Authority. Landlord and Tenant each represent to the other that it has full power and authority to execute and perform this Agreement. Each individual executing this Agreement represents and warrants that (i) such party has the power and authority to enter into this Agreement; (ii) the individual signing this Agreement has been duly authorized to execute and deliver this Agreement; -and (iii) this Agreement constitutes the valid and binding agreement of each party and is enforceable in accordance with the terms hereof. If either party so requests, the other party shall deliver to the requesting party or its agent, concurrently with the delivery of this Agreement, certified corporate resolutions, proof of due authorization by partners, or other appropriate or similar documentation evidencing due authorization of such party's execution and delivery of this Agreement and the performance of such party's obligations hereunder. The Landlord represents and warrants that it is the sole owner of the Premises, and that this Agreement shall be binding upon and enforceable against the Landlord in accordance with its terms.

(Signature Page Follows)

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

CITY OF CHICAGO,
an Illinois municipal corporation and home rule unit of government

By: 

Name: Glen Cross

Title: Acting Commissioner

Department of ~~Assets, Information~~

~~and Services~~

FLEET AND FACILITY MANAGEMENT

TFO REVA GOLUB BURNHAM, LLC,
a Delaware limited liability company,

By: Golub Realty Services LLC,
an Illinois limited liability company, its managing agent

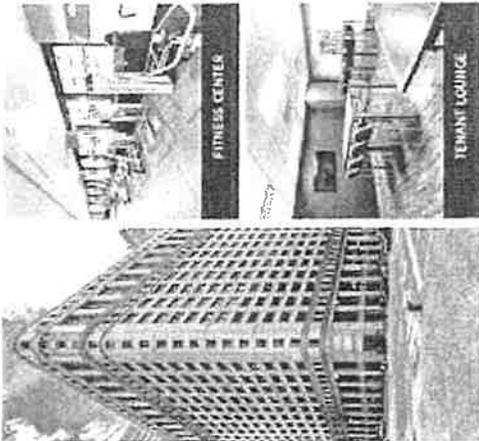
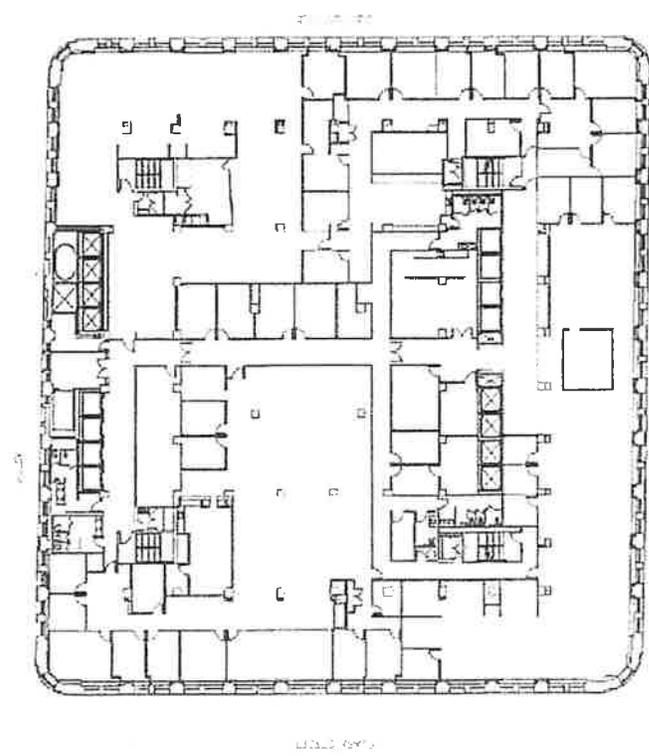
By: 

Name: Stephen Sise

Title: Authorized Signatory

**EXHIBIT A
PLAN OF THE PREMISES**

4th Floor | Existing
35,633 SF



- Food Services
- Nail Salon
- Barber Shop
- Fitness Center
- Weekly Yoga Classes
- Bowling Room
- Conference Room
- Storage Room
- 24-Hour Security

Highlights

- Fitness Center
- 24-Hour Security

FOR INFORMATION, PLEASE CONTACT

Sandy Macaluso Olivia Wirth
312-440-8750 312-535-5648
smacaluso@gso.com owirth@gso.com

Brandon Sterling
312-440-8796
bstirling@gso.com



EXHIBIT B
TENANT IMPROVEMENT AGREEMENT
(LANDLORD PERFORMS BUILDOUT)

I. INITIAL IMPROVEMENTS. Landlord shall use commercially reasonable efforts to cause the Premises to be demised in substantial conformance with the space plan and scope of work to be attached hereto as Exhibit B-1 ("**Initial Improvements**"). Provided there are no Tenant Delays (hereinafter defined) and subject to Force Majeure, the Initial Improvements are expected to be substantially completed on or before the Commencement Date specified in the Schedule to the Lease. The Initial Improvements shall be made using building standard materials, and such improvements shall be limited to the improvements set forth on Exhibit B-1 hereto. Initial Improvements, all Tenant equipment, finishes, furnishings and fixtures, shall be at Tenant's sole cost and expense. To the extent the foregoing items are shown in the Space Plan, the same are for illustrative purposes only.

II. SUBSTANTIAL COMPLETION As to any construction performed by any party, "Substantial Completion" or "Substantially Completed" means that such work has been completed, as reasonably determined by Landlord's architect, in accordance with (a) the provisions of this Lease applicable thereto, (b) the plans and specifications for such work, and (c) all applicable Governmental Requirements, except for minor details of construction, decoration and mechanical adjustments, if any, the non-completion of which does not materially interfere with Tenant's use of the Premises or which in accordance with good construction practices should be completed after the completion of other work in the Premises or Project. The Initial Improvements shall be deemed Substantially Complete even though certain other portions of the Project, which do not materially interfere with Tenant's conduct of its business, have not been fully completed, and even though Tenant's Work is not complete. Within five (5) Business Days following Landlord's notification to Tenant that Landlord has Substantially Completed the Initial Improvements, Landlord and Tenant shall prepare a punch list of items of the Initial Improvements that remain to be completed or corrected ("**Punch List**"), which items Landlord shall correct within thirty (30) days following the Commencement Date.

III. CHANGE ORDERS. If, prior to the Commencement Date, Tenant shall require improvements or changes (individually or collectively, "**Change Orders**") to the Premises in addition to, revision of, or substitution for the Initial Improvements, Tenant shall deliver to Landlord for its approval plans and specifications for such Change Orders. If Landlord does not approve of the plans for Change Orders, Landlord shall advise Tenant of the revisions required. Tenant shall revise and redeliver the plans and specifications to Landlord within five (5) business days after Landlord's advice or Tenant shall be deemed to have abandoned its request for such Change Orders. Tenant shall pay for all preparations and revisions of plans and specifications, and the construction of all Change Orders.

IV. COMMENCEMENT DATE DELAY. The Commencement Date shall be delayed until the Initial Improvements have been substantially completed ("**Completion Date**"), except to the extent that the delay shall be caused by any one or more of the following (each, a "**Tenant Delay**"):

- (a) Tenant's request for Change Orders whether or not any such Change Orders are actually performed; or
- (b) Landlord's performance of any Change Orders; or
- (c) Tenant's request for materials, finishes or installations requiring unusually long lead times; or
- (d) Tenant's delay in reviewing, revising or approving plans and specifications beyond the periods set forth herein; or
- (e) Tenant's delay in providing information critical to the normal progression of the project. Tenant shall provide such information as soon as reasonably possible, but in no event longer than one week after receipt of such request for information from the Landlord; or
- (f) Tenant's delay in making payments to Landlord for costs of Change Orders; or
- (g) Any other act or omission by Tenant, its agents, contractors or persons employed by any of such persons.

If the Commencement Date is delayed for any reason, then Landlord shall cause Landlord's Architect to determine the date on which the Initial Improvements would have been completed but for such Tenant Delay, or were in fact completed without any Tenant Delay.

V. **PAYMENT OF INITIAL IMPROVEMENTS.** Tenant shall pay Landlord all costs for Initial Improvements as set forth in Exhibit B-1 (subject to any additional costs for Change Orders) upon Substantial Completion.

VI. **MISCELLANEOUS.** Terms used in this Exhibit B shall have the meanings assigned to them in the Lease. The terms of this Exhibit B are subject to the terms of the Lease.

EXCEPT TO THE EXTENT OF THE INITIAL IMPROVEMENTS TO BE CONSTRUCTED BY LANDLORD AT TENANT'S SOLE COST, LANDLORD IS LEASING THE PREMISES TO TENANT "AS IS", WITHOUT ANY OBLIGATION TO ALTER, REMODEL, IMPROVE, REPAIR OR DECORATE ANY PART OF THE PREMISES. EXCEPT AS OTHERWISE PROVIDED FOR IN THIS LEASE, LANDLORD HAS MADE NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, REGARDING THE CONDITION OF THE BUILDING OR THE CONDITION OF THE PREMISES.

EXHIBIT B-1

INITIAL IMPROVEMENTS

- Lower high desks to standard desk height in various locations through office space
 - Cut support legs to appropriate heights
 - Support with 'L brackets where possible
 - Patch and paint hole in wall where existing supports were.
 - Cut one desk down and install on opposite wall.
- Remove all pedestals from raised desk where needed in main office area. Install new leg support for corner desk that is not supported.
- Remove existing A/V shelving at 2 locations in NE corner of office space
 - Patch and paint to match existing.
- Install existing laminate framing at reception area and install a new piece to match existing as best as possible.
- Patch and paint dark grey wall at the entrance to match existing wall as best as possible.
- Cut and cap existing power and data in two (2) office areas floor outlets and install stainless steel cover on the floor. All wiring to be terminated at the closest junction box.
- Patch and paint various single and shared office spaces per walk-through. Temporarily wrap missing door openings in wood trim.
- Walk the floor and remove all existing security cameras, cut cabling above ceiling and make safe.
 - Install new ceiling tiles as needed.
- Remove furniture/filing cabinets shelving units per walk-through. Paint over 'B' logo with white paint per walk-through.
- Electrician to go over outlets with no power allocated in below pricing (\$3,000.00). Overtime Allowance (\$3,000.00).

Budgetary Pricing Not to Exceed: \$32,000.00

- **Alternate I.**
 - Doors ADD to above Pricing
\$28,000.00 NTE
 - Furnish and install 10 new doors to replace missing doors Include 36"x96" Mahogany Door with
 - one (1) Sargent mortised door handle model 7900 series lock \$2,800.00 per door

- 4-6 weeks from time of order cannot get expedited information until time of order
- **Alternate II.**
 - Conference Room Face Lift ADD to Above Pricing
\$17,000.00 NTE
 - Remove existing carpeting and install new carpet squares in conference room (\$4.00 sq. ft. allowance for carpet square)
 - Patch and paint walls with approved color
 - Flooring repairs once carpeting is removed (\$1000.00 allowance)
 - Clean up work site and dispose of all debris
 - All lighting to be done by building
 - Install new wall trim

EXHIBIT C
EXCLUSIVE USES

1. Sports medicine and physical and occupational therapy
2. Restaurant that primarily sells submarine sandwiches
3. Dental practice, including cosmetic dentistry or dental practice involving dental applications of Botox (or its generic alternatives), cosmetic dental fillers or teeth whitening centers