

**875 NORTH MICHIGAN AVENUE
CHICAGO, ILLINOIS 60611**

OFFICE LEASE AGREEMENT

THE STATE OF CHILE

875 NORTH MICHIGAN AVENUE BUILDING OFFICE LEASE AGREEMENT SCHEDULE

- A. Agent for Landlord: [REDACTED]
- B. Building: A portion of the building located on certain parcel(s) of land at 875 North Michigan Avenue, Chicago, Illinois 60611 (the "Land"). As used herein, the term "Building" shall refer to the portion(s) of the building in which the Premises, as specified below, are located and portion(s) of the Land that are owned by Landlord.
- C. Landlord: JHTC Holdings LLC,
a Delaware limited liability company
- D. Tenant and Building Address: The State of Chile
875 North Michigan Avenue, Suite 1562
Chicago, Illinois 60611
- E. Guarantor(s) and Address: N/A.
- F. Premises: Suite 1562, as depicted on Exhibit C
- G. Place of Payment of Rent: If sent by U.S. Postal Service:

JHTC Holdings, LLC
[REDACTED]
- If by overnight/courier:

JP Morgan Chase:
Attention: [REDACTED]
[REDACTED]
- If sent via wire transfer:

Bank Name: [REDACTED]
ABA Routing Number: [REDACTED]
Swift Code: [REDACTED]
Location: New York, NY
Credit to Account of: [REDACTED]
[REDACTED]
Account Number: [REDACTED]
- If sent via Automated Clearing House (ACH):

Bank Name: [REDACTED]
ABA Routing Number: [REDACTED]
Swift Code: [REDACTED]

Location: New York, NY

Credit to the Account of: [REDACTED]

Account Number: [REDACTED]

- H. Permitted Use: General office
- I. Broker(s): Cushman & Wakefield
- J. Commencement Date: Later of (i) August 1, 2016 and (ii) the Completion Date as defined in the attached rider labeled "Work Letter", and confirmed by execution of the attached rider labeled "Form Commencement Date Certificate"
- K. Termination Date: July 31, 2026. Notwithstanding the foregoing, in the event that the Commencement Date is after August 1, 2016 for reasons other than Tenant Delays, the Termination Date and all dates in the Base Rent schedule shall shift forward one day for each day beyond August 1, 2016 for the amount of days that Landlord reasonably attributes are not due to Tenant Delays. In any case, Landlord and Tenant agree to execute a Commencement Date Certificate to memorialize the Commencement Date, Termination Date, and all dates in the Base Rent schedule. In such case that the Commencement Date is on a day other than the first of a calendar month, Landlord reserves the right to prorate the first partial month in the Base Rent schedule and rent shall commence on the 1st of the following month.
- L. Base Rent:

| | |
|--------------------------------|---------------------|
| August 1, 2016 - July 31, 2017 | \$4,507.75 / month* |
| August 1, 2017 - July 31, 2018 | \$4,623.33 / month* |
| August 1, 2018 - July 31, 2019 | \$4,738.92 / month* |
| August 1, 2019 - July 31, 2020 | \$4,854.50 / month* |
| August 1, 2020 - July 31, 2021 | \$4,970.08 / month* |
| August 1, 2021 - July 31, 2022 | \$5,085.67 / month* |
| August 1, 2022 - July 31, 2023 | \$5,201.25 / month* |
| August 1, 2023 - July 31, 2024 | \$5,316.83 / month |
| August 1, 2024 - July 31, 2025 | \$5,432.42 / month |
| August 1, 2025 - July 31, 2026 | \$5,548.00 / month |

* The Rent for (i) the period from the Commencement Date until the date which is twelve (12) months following the Commencement Date (which period may, for the avoidance of doubt, begin on a day other than the 1st day of a month and end on a day other than the last day of a

month) and (ii) for the 13th, 25th, 37th, 49th, 61st, and 73rd full calendar months following the Commencement Date, is calculated pursuant to the Rent Abatement Period as defined in Section 1.B. hereof

- M. Rentable Area of the Premises: Deemed to be 2,774 rentable square feet
- N. Tenant's Proportionate Share: 0 and 310/1000 Percent (0.310%)
- O. Security Deposit: None

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OFFICE LEASE AGREEMENT

This Office Lease Agreement (the "Lease") is made and entered into as of the ____ day of _____, 2016, by and between Landlord and Tenant set forth in the Lease Schedule on the terms set forth below whereby Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Premises for the term beginning on the Commencement Date and ending on the Termination Date, as set forth on the Lease Schedule (the "Term"), unless sooner terminated as provided herein, to be used for the Permitted Use set forth in the Lease Schedule and none other. The Lease Schedule attached hereto is hereby incorporated herein by reference (and hereinbefore and hereinafter referred to as the "Lease Schedule") and the terms set forth in the Lease Schedule, whenever used in this Lease, shall have the same meanings as set forth in the Lease Schedule.

1. **Rent; Rent Abatement.**

- A. **Rent.** Tenant shall pay to Landlord, in lawful money of the United States, at the Place of Payment of Rent or at such other place as Landlord or the Agent for Landlord may designate, the Base Rent as shown on the Lease Schedule in equal monthly installments, each without any set-off or deduction whatsoever, in advance on the first day of each and every calendar month during the Term commencing on the Commencement Date and prorated for fractions of a month if the Commencement Date shall commence on any day other than the first day of any month or the Term shall be terminated on any day other than the last day of any month. Unpaid Rent shall bear interest at the greater of (i) five percent (5%) per annum plus the then current prime rate of interest established by JP Morgan/Chase Bank, or its successor, or (ii) One Hundred Fifty Dollars (\$150.00) per month for all or any portion of the month, but in no event greater than the maximum rate permitted by law, from five (5) days after the date due until paid.
- B. **Rent Abatement.** Notwithstanding the terms of Section 1 hereof, as long as Tenant is not in default beyond any notice or cure period, Tenant shall be entitled to an abatement (the "Rent Abatement") of (i) fifty percent (50%) of Base Rent and Additional Rent (as defined in Section 2) for the period from the Commencement Date until the date which is twelve (12) months following the Commencement Date (which period may, for the avoidance of doubt, begin on a day other than the 1st day of a month and end on a day other than the last day of a month), and (ii) one hundred percent (100%) of Base Rent and Additional Rent for the 13th, 25th, 37th, 49th, 61st, and 73rd full calendar months following the Commencement Date (collectively, the "Rent Abatement Period"). As an example only, if the Commencement Date was August 15, 2016, Tenant would be entitled to Rent Abatement of (i) fifty percent (50%) of Base Rent and Additional Rent for the period

from August 15, 2016 until August 14, 2017, and (ii) one hundred percent (100%) of Base Rent and Additional Rent for the full calendar months of September 2017, September 2018, September 2019, September 2020, September 2021, and September 2022. The total amount of Base Rent abated during the Rent Abatement Period shall be referred to as the "Abated Rent". In the event Tenant defaults at any time during the Term and fails to cure such default within any grace or cure periods set forth in this Lease, at Landlord's option, all Abated Rent shall immediately become due and payable. The payment by Tenant of the Abated Rent in the event of a default shall not limit or affect any of Landlord's other rights, pursuant to this Lease or at law or in equity. During the Rent Abatement Period, only Base Rent and Additional Rent shall be abated, as described above, and all other costs and charges expressly set forth in this Lease shall remain due and payable as provided herein. Landlord and Tenant agree that no portion of the Base Rent or Additional Rent paid by Tenant during the portion of the Term of this Lease occurring after the expiration of the Rent Abatement Period shall be allocated, for income tax purposes, nor is such Base Rent or Additional Rent intended by the parties to be allocable, for income tax purposes, to the Rent Abatement Period (or any other period of abatement under this Lease). In the event of a sale or refinance of the Building and if at the time of such sale or refinance the Rent Abatement Period has not expired, Landlord shall have the option, upon not less than fourteen (14) business days' prior notice to Tenant, to pay to Tenant an amount equal to the "Net Present Value of the Rent Abatement" for the remainder of the Rent Abatement Period. Simultaneously with payment of the Net Present Value of the Rent Abatement to Tenant, Landlord and Tenant shall execute an amendment to this Lease to delete the Rent Abatement. As used herein, the term "Net Present Value of the Rent Abatement" shall mean the present value as of the date of the payment of the unused Rent Abatement for the remainder of the Rent Abatement Period discounted at six percent (6%) per annum to the date of payment to Tenant.

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

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

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

- (ii) **“Taxes”** means all federal, state and local governmental taxes, assessments, fees and charges (including, without limitation, transit or transit district taxes and assessments) of any kind or nature, whether general, special, ordinary or extraordinary, which Landlord or its beneficiaries or principals, or the Agent for Landlord shall pay or become obligated to pay because of or in connection with the ownership, management, control or operation of the Building (which term shall include the parcel or parcels of land used in connection with the Building). The amount of real estate taxes included in Taxes for any Calendar Year shall be the amount indicated by the tax bills paid during said Calendar Year notwithstanding that same may be applicable to another year. There shall be included in Taxes for any Calendar Year the amount of all fees, costs and expenses (including, without limitation, reasonable attorneys’ fees) paid by Landlord or its beneficiaries during such year in seeking or obtaining any refund or reduction of Taxes. If a special assessment payable in installments is levied against the Building, or any part thereof, Taxes for any Calendar Year shall include only the installments of such assessment, and any interest, payable in such Calendar Year, assuming the payment of said special assessment over the longest period legally permissible. Taxes shall not include any federal or state franchise, capital stock, inheritance, income or estate taxes, except that if a change occurs in the method of taxation resulting in the substitution or addition of any such taxes, assessments, fees or other charges for any Taxes or increases in Taxes, as hereinabove defined, such substituted or additional taxes, assessments, fees or other charges shall be included in Taxes, including, without limitation, any commercial lease tax or tax, assessment, fee or charge imposed upon Landlord, its beneficiaries or principals, or the Agent for Landlord measured in whole or in part upon the rents or other income of the Building or with respect to the use of sewers, water or other utilities serving the Building. Taxes shall not include any interest or penalties incurred by Landlord due to Landlord’s late payment of the Taxes;
- (iii) **“Operating Expenses”** means (1) all costs, charges and expenses paid or incurred by Landlord, its beneficiaries or principals, or Agent for Landlord in connection with the management, ownership, operation, maintenance and repair of the Building, including, without limiting the generality of the foregoing, all insurance costs (including, without limitation, fire and extended coverage, public liability, workmen’s compensation, rent and business interruption insurance costs), utility charges, management fees, window cleaning, Building janitorial service, all costs of independent contractors and wages and salaries of employees engaged in the operation, maintenance and repair of the Building (including, without limitation, fringe benefits), legal and accounting expenses, market Rent (including their Proportionate Share of Taxes and Operating Expenses) for the management office, fitness facility and conference facility and (2) amortization, with interest at the rate of ten percent (10%) per year, over its useful life according to generally accepted accounting principles consistently applied, of that portion of the cost of any capital improvements and replacements made to or installed in the Building intended by Landlord to reduce Operating Expenses or made or installed pursuant to governmental or insurance requirement. Operating

Expenses shall not include: real estate brokers' leasing commissions or compensation; depreciation; interest and principal payments on mortgages, and other debt costs, if any; cost of work done in the Building to the extent any tenant has paid the cost thereof to Landlord other than as an Operating Expense reimbursement. If the Building is less than one hundred percent (100%) leased and occupied during all or any portion of any Calendar Year, or if certain tenants do not pay their proportionate share of certain Building Operating Expenses because same are paid directly by the Tenant, Landlord may make an adjustment to the actual amount of Operating Expenses for such Calendar Year to reflect the amount of Operating Expenses which would have been paid or incurred by Landlord or Agent for Landlord if the Building had been fully leased and occupied, or if certain tenants did not pay certain Building Operating Expenses directly. Such adjusted amount shall be deemed to be the amount of Operating Expenses for such Calendar Year. Such adjustment will be determined in accordance with Landlord's customary accounting and management principles consistently applied. If any expense so paid in one (1) year relates to more than one (1) Calendar Year, such expense may be proportionately allocated among such related Calendar Years.

- B. **Expense Adjustment.** Tenant shall pay, as Additional Rent to Landlord, commencing on the Commencement Date and on the first day of each and every calendar month thereafter during each Calendar Year, an amount equal to one-twelfth (1/12th) of the Tenant's Proportionate Share of the amount of Operating Expenses for such Calendar Year plus an amount equal to one-twelfth (1/12th) of the Tenant's Proportionate Share of the amount of Taxes for such Calendar Year; provided however, if the lease year does not commence on January 1, additional rent for the first and last lease years shall be prorated.

For purposes of calculating such Additional Rent for any Calendar Year, Landlord may make reasonable estimates or projections (collectively, the "Projections") of Taxes and Operating Expenses for such Calendar Year. As soon as practicable after the beginning of each Calendar Year, Landlord shall deliver to Tenant a written statement (the "Projection Statement") (a) setting forth the Projections of Taxes and Operating Expenses for that Calendar Year, and (b) setting forth the Additional Rent payable in such Calendar Year based on the Projections; provided however, that the failure by Landlord to provide a Projection Statement shall not relieve Tenant from its obligation to continue to pay Base Rent or Additional Rent at the rate then in effect under this Lease, and if and when Tenant receives a Projection Statement from Landlord, Tenant shall pay the full amount of any increases in Additional Rent reflected thereby, effective retroactively to the beginning of the Calendar Year and pay the Additional Rent required by the Projection Statement beginning on the first day of the following calendar month. Notwithstanding the foregoing, Landlord reserves the right to adjust the Projections from time to time.

As soon as practicable after each Calendar Year, Landlord shall notify Tenant, in writing, of the actual amount of Taxes and Operating Expenses for such Calendar Year (the "Adjustment Statement"). If such actual amounts exceed the Projections for such Calendar Year, then Tenant shall, within thirty (30) days after the date of the Adjustment Statement, pay to Landlord an amount equal to the difference between the amount of the

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

3. **Late Charges.** Base Rent and Additional Rent are due on the first day of each month. In addition to interest due for late payment of Rent set forth in Section 1 above, any Base Rent, Additional Rent, or additional charges received by Landlord after the fifth (5th) day of the month shall include a late fee equal to five percent (5%) of the monthly Rent past due.
4. **Service.** During the Term, so long as Tenant is not in default (or would but for the giving of notice of passage of time be in default) under any covenant or condition of this Lease, Landlord shall provide the following services (comparable to services generally furnished to tenants in other similar office buildings):

- A. **Janitorial Service** daily in and about the Premises, Saturdays, Sundays and holidays excepted. Tenant shall not provide any janitorial service without Landlord's written consent. If Landlord's consent be given, such janitorial service shall be subject to Landlord's supervision but at Tenant's sole responsibility. Tenant shall not provide any janitorial service in the Premises except through a janitorial contractor or employees who are, and shall continuously be, in each and every instance satisfactory to Landlord.
- B. **Heat and Air Conditioning** (except for any lower level space included in the Premises) daily from 8:00 a.m. to 6:00 p.m., Saturdays from 8:00 a.m. to 1:00 p.m., Sundays and holidays excepted ("Normal Building Hours"), whenever heat or air conditioning shall, in Landlord's judgment, be required for the comfortable occupation and use of the Premises. Tenant may request additional heat and air conditioning upon the written to Landlord in accordance with the Building Rules and Regulations and if consented to by Landlord, Tenant shall pay to Landlord as Additional Rent Landlord's regular charges for such heat and air conditioning. If the use of heat generating equipment in the Premises affects the temperatures otherwise maintained by the air conditioning system for normal business operations, and thereby requires, in the judgment of Landlord, the modification of the air conditioning system (including installation of supplementary air conditioning units for the Premises) or the air conditioning units supplementary to the existing Building systems are installed, Landlord reserves the right to perform such modification, and the cost thereof shall be paid by Tenant to Landlord at the time of completion of such modification. Any increased expenses in maintaining the system resulting, in Landlord's opinion, from such modification and any increased expenses in operating the system resulting from such modification shall be paid by Tenant. In addition, Tenant shall, at Tenant's expense, perform all maintenance on any supplementary air conditioning units installed in accordance with this paragraph unless, in the exercise of its right hereby expressly reserved, Landlord elects to perform part or all of such maintenance at Tenant's expense.
- C. **Cold Water** for drinking, lavatory and toilet purposes, drawn through fixtures installed by Landlord or by Tenant with Landlord's written consent.
- D. **Passenger Elevator Service** in common with other tenants daily 24 hours including Saturdays, Sundays and holidays, and freight elevator service in common with other tenants; provided however, such freight elevator use shall be subject to prior approval, and conditions established, by Landlord.
- E. **Electricity** Tenant shall pay all charges for electricity consumed on the Premises directly to the current public utility provider furnishing electric service to the Building ("Electric Service Provider"). Notwithstanding the foregoing, if permitted by law, Landlord will have the right at any time and from time to time during the Term to either contract for service from a different company or companies providing electricity service (each such company hereinafter being referred to as an ("Alternate Service Provider") or continue to contract service from the Electric Service Provider. Tenant will cooperate with Landlord, the Electric Service Provider and any Alternate Service Provider at all times and, as reasonably necessary, will allow Landlord, Electric Service Provider, and any Alternate Service Provider reasonable access to the Building's electric lines, feeders, risers, wiring,

and any other machinery within the Premises. Landlord will not be liable or responsible for any loss, damage, or expense that Tenant sustains or incurs by reason of any change, failure, interference, disruption, or defect in the supply or character of the electric energy furnished to the Premises, or if the supply or character of the electrical energy supplied by the Electric Service Provider or any Alternate Service Provider is no longer available or suitable for Tenant's requirements, and no such change, failure, defect, unavailability, or unsuitability will constitute an actual or constructive eviction, in whole or in part, or entitle Tenant to any abatement or diminution of rent, or relieve Tenant from any of its obligations under this Lease.

5. **Early Possession.** Landlord authorizes Tenant to take possession of all or any part of the Premises ten (10) days prior to the Commencement Date. If Tenant does take possession pursuant to authority so given, all the covenants and conditions of this Lease shall apply to and shall control such pre-Term occupancy.
6. **Landlord's Title.** Landlord's title is and always shall be paramount to the title of Tenant, and nothing herein contained shall empower Tenant to do any act which can, shall or may encumber the title of Landlord. This Lease does not grant any rights to light or air over property, except over public streets kept open by public authority. If the term of any lease, other than this Lease, made by Tenant for any premises in the Building shall be terminated or terminable after the making of this Lease because of any default by Tenant under such other lease, then Landlord shall have the option to declare Tenant in default under this Lease and Landlord shall be entitled to exercise all its rights as otherwise provided in this Lease upon Tenant's default.
7. **Certain Rights Reserved to Landlord.** Landlord reserves the following rights: (a) to name the Building or change the name or street address of the Building without notice or liability of Landlord to Tenant; (b) to install and maintain a sign or signs on the interior and exterior of the Building; (c) to have access for Landlord and the other tenants of the Building to any mail chutes located on the Premises according to the rules of the United States Postal Service; (d) to designate all sources furnishing sign painting and lettering, ice, drinking water, towels and toilet supplies used on the Premises; (e) intentionally omitted; (f) to constantly have pass keys to the Premises (no locks shall be changed without Landlord's consent); (g) to adjust Tenant's Proportionate Share as a result of and according to changes in the size of the Premises in relation to the size of the Building and resulting from alterations or additions to the Building or measurement of the Premises or Building; (h) to designate and approve prior to installation, all types of carpeting, paint, wall hanging devices, window shades, blinds, drapes, and other similar equipment, and to control all internal lighting that may be visible from the exterior of the Building; (i) in the event that Landlord believes the suppliers of services or goods to Tenant or other tenants located in the Building are impeding access to the Building, interfering with the security of the Building or significantly increasing the amount of traffic in the Building, Landlord shall have the right to establish reasonable rules and regulations designating, restricting or controlling the suppliers of services or goods to Tenant and other tenants in the Building; (j) to decorate or make repairs, alterations, additions, or improvements, whether structural or otherwise, in and about the Building, or any part thereof, and for such purposes to enter upon the Premises and, during the continuance of any of said work, to temporarily close doors, entryways, public space and corridors in the Building and to interrupt or temporarily suspend Building services and facilities, so long as the Premises are reasonably accessible; (k) to grant to anyone the exclusive right to

conduct any business or render any service in or to the Building, provided such exclusive right shall not operate to exclude Tenant from the Permitted Use; (l) to approve the weight, size and location of safes and other heavy equipment and bulky articles in and about the Premises and the Building (so as not to overload the floors of the Premises), and to require all such items and furniture and similar items to be moved into and out of the Building and Premises only at such times and in such manner as Landlord shall direct in writing, with any damages done to the Building or Premises or to other tenants in the Building by taking in or putting out safes, furniture and other items, or from overloading the floor in any way, to be paid by Tenant; (m) to prohibit the placing of vending or dispensing machines of any kind in or about the Premises without the prior written permission of Landlord; (n) to change the arrangement or location of entrances, passageways, doors and doorways, corridors, stairs, toilets and other public service portions of the Building not contained within the Premises or any part thereof; (o) to close the Building after regular working hours and on Saturdays, Sundays and national legal holidays subject, however, to Tenant's right to admittance, under such reasonable regulations as Landlord may prescribe from time to time, which may include by way of example but not of limitation, that persons entering or leaving the Building identify themselves to Building personnel by registration or otherwise and that said persons establish their rights to enter or leave the Building; (p) with reasonable notice to Tenant, to exhibit the Premises to others; (q) to take any and all measures, including inspections, repairs, alterations, additions and improvements to the Premises or to the Building, as may be necessary or desirable for the safety, protection or preservation of the Premises or the Building or Landlord's interests, or as may be necessary or desirable in the operation of the Building.

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

8. **Waiver of Claims.** To the extent permitted by Law, and except as provided in Section 9 below, Tenant releases Landlord, Agent for Landlord and their agents and employees from and waives all claims for damage to person or property sustained by Tenant or any occupant of the Building or Premises or by any other person, resulting from the Building or Premises or any part of either or any equipment or appurtenance becoming out of repair, or resulting from any accident in or about the Building or resulting directly or indirectly from any act or neglect of any tenant or occupant of the Building or of any other person. This Section 8 shall apply especially, but not exclusively, to the flooding of basements or other sub-surface areas, and to damage caused by refrigerators, sprinkling devices, air conditioning apparatus, water, snow, frost, steam, excessive heat or cold, falling plaster, broken glass, sewage, gas, odors or noise, or the bursting or leaking of pipes or plumbing fixtures, and shall apply equally whether any such damage results from the act or neglect of other tenants, occupants and servants in the Building or of any person, and whether such damage be caused or result from anything or circumstance above mentioned or referred to or any other thing or circumstance whether of a like nature or of a wholly different nature. If any such damage whether to the Premises or to the Building or whether to Landlord or to other tenants in the Building, results from any negligent act or willful misconduct of Tenant, Landlord may, at Landlord's option, repair such damage and Tenant shall, upon demand by Landlord, reimburse Landlord forthwith for the total cost of such repairs. Tenant shall not be liable for any damages caused by its act or negligence to the extent that Landlord or a tenant has

recovered the full amount of the damages from insurance and the insurance company has waived in writing its right of subrogation against Tenant. All property belonging to Tenant or any occupant of the Premises that is in the Building or the Premises shall be there at the risk of Tenant or such other person only, and Landlord shall not be liable for damage thereto or theft or misappropriation thereof.

9. **Risk Allocation.** The parties desire, to the extent permitted by law, to allocate certain risks of personal injury, bodily injury or property damage, and risks of loss of real or personal property by reason of fire, explosion or other casualty, and to provide for the responsibility for insuring those risks. It is the intent of the parties that, to the extent any event is required herein to be insured for, any loss, cost, damage or expense arising from such event, including, without limitation, the expense of defense against claims or suits, be covered by insurance, without regard to the fault of Tenant, its officers, employees or agents ("Tenant Protected Parties"), and without regard to the fault of Landlord, its beneficiaries, Agent for Landlord, their respective partners, shareholders, members, agents, directors, officers and employees ("Landlord Protected Parties"). As between Landlord Protected Parties and Tenant Protected Parties, such risks are allocated to Landlord and Tenant as follows:
- (i) Tenant shall bear the risk of bodily injury, personal injury or death, or damage to the property, of third persons, occasioned by events occurring on or about the Premises, regardless of the party at fault. Said risks shall be insured as provided in Section 21B.
 - (ii) Tenant shall bear the risk of damage to Tenant's contents, personal property, trade fixtures, machinery, equipment, furniture and furnishings in or about the Building arising out of loss by the events required to be insured against pursuant to Section 21B.
 - (iii) Landlord shall bear the risk of damage to the Building arising out of loss by events required to be insured against pursuant to Section 21C.
 - (iv) Landlord shall bear the risk of bodily injury, personal injury or death, or damage to the property, of third persons, occasioned by events occurring on or about the Building (other than premises leased to tenants including the Premises), provided such event is occasioned by the wrongful act or omission of any of Landlord Protected Parties. Said risks shall be insured against as provided in Section 21C.

Notwithstanding the foregoing, provided the party required to carry insurance under Section 21 hereof does not default in its obligation to do so, if and to the extent that any loss occasioned by any event of the type described in this Section 9 exceeds the coverage or the amount of insurance required to be carried under said sections, or such greater coverage or amount of insurance as is actually carried, or results from an event not required to be insured against or not actually insured against, the party at fault shall pay the amount not actually covered.

10. **Holding Over.** If Tenant retains possession of the Premises or any part thereof after the termination of the Term by lapse of time or otherwise, Tenant shall pay Landlord Rent at (i) for the first holdover month, one hundred and fifty percent (150%), and (ii) for any holdover month thereafter, two hundred percent (200%), of the Base Rent and Additional Rent due for the month immediately prior to the first holdover month as specified in Sections 1 and 2 for each month (or

any part of a month in which event Base Rent and Additional Rent for the entire month shall be paid) Tenant thus remains in possession ("Holdover Rent"), and in addition thereto, shall pay Landlord all damages sustained by reason of Tenant's retention of possession. Such holding over shall constitute a month-to-month tenancy at the Holdover Rent stated hereinabove and in accordance with all the other terms and conditions (with the exception of those stated in this Section 10) as stated in this Lease. The provisions of this section shall not operate as a waiver of Landlord's rights of reentry or any other right hereunder.

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

Tenant shall pay to Landlord, as Additional Rent, immediately upon receipt thereof, a sum equal to fifty percent (50%) of any rent or other consideration paid to Tenant by any subtenant or assignee in excess of the sum of Base Rent plus Additional Rent then payable to Landlord pursuant to the provisions of this Lease (plus any reasonable and customary out of pocket transaction costs incurred by Tenant in connection with such transfer including attorneys' fees, brokerage commissions, cash inducements and alteration costs, furniture costs, which transaction costs shall be amortized on a straight line basis over the term of the transfer), plus any other profit or gain realized by Tenant from such subleasing or assigning. Tenant shall and hereby agrees that it will furnish to Landlord, upon request from Landlord, a complete statement, certified by a financial officer of Tenant, setting forth in detail the computation of all profit derived and to be derived from such assignment or subletting, such computation to be made in accordance with generally accepted accounting principles. Tenant agrees that Landlord, Agent for Landlord or any other authorized representative of Landlord shall be given access at all reasonable times to the books, records and papers of Tenant relating to any such assignment or subletting, and Landlord shall have the right to make copies thereof. The Tenant's profit due Landlord hereunder shall be paid to Landlord within ten (10) days of receipt by Tenant of payments made from time to time by such assignee or sublessee to Tenant.

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

apply to corporations, the stock of which is publicly traded through a national or regional exchange or over-the-counter.

If Tenant shall desire to assign its interest in this Lease or to sublet all or any part of the Premises and such action would not constitute a mortgage, lien or other encumbrance on this Lease, the Premises or Tenant's interest therein, then Tenant shall, by notice in writing, advise Landlord of its intention from, on and after a stated date (which shall not be less than thirty (30) days after the date of Tenant's notice) to effect such assignment or sublet. If Tenant is not in default under the terms of this Lease, Landlord will not unreasonably withhold its consent to Tenant's assignment of this Lease or subletting such space to the party identified in Tenant's notice.

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

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

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

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

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

Landlord shall (which shall be an Operating Expense), keep, repair and replace the foundation and the structural elements of the exterior walls of the Building, the elevators, the exterior windows and frames, the Building lobby and common areas from time to time designated by Landlord, and the utility lines outside the Premises and serving the Building in good order and repair and in accordance with all applicable governmental codes and regulations, except that Landlord shall not be required to make, unless required pursuant to Section 9 above, any repairs occasioned by the act or neglect of Tenant, its assignees, sublessees, servants, agents, employees, invitees, licensees, customers or concessionaires, or any damage caused by or as a result of

Tenant's occupancy of the Premises, or any damage caused by break-in, burglary, or other similar acts in or to the Premises unless due to Landlord's gross negligence or willful misconduct. Except as provided in Section 9 above, in the event that maintenance, repairs or replacements to any part of the Building (including exterior walls and roof of Building) are necessitated in whole or in part by the act, neglect, fault or omission of any duty by Tenant, its agents, servants, employees, invitees, concessionaires or customers, and such maintenance, repair or replacements are not reimbursed by insurance, Tenant shall pay to Landlord the cost of such maintenance, repairs and replacements. At any time or times, Landlord, either voluntarily or pursuant to government requirement, may, at Landlord's own expense, make repairs, alterations or improvements in or to the Building or any part thereof, including the Premises, and during operations, may close entrances, doors, corridors, elevators or other facilities, all without liability to Tenant by reason of interference, inconvenience or annoyance. Landlord shall not be liable to Tenant for any expense, injury, loss or damage resulting from work done in or upon, or the use of, any adjacent or nearby building, land, street or alley. Tenant shall pay Landlord for overtime and for any other expenses incurred in the event repairs, alterations, decorating or other work in the Premises are not made during ordinary business hours at Tenant's request.

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

13. **Alterations.** Tenant shall not make any alterations in, or additions to, the Premises or the HVAC, mechanical, electrical, plumbing or sewer systems or leasehold improvements, or perform any material repairs or replacements pursuant to Section 12 of this Lease, without Landlord's advance written consent, which consent shall not be unreasonably withheld, conditioned or delayed in each and every instance. If Landlord consents to such alterations or additions, before commencement of the work or delivery of any materials onto the Building, Tenant shall furnish Landlord with plans and specifications, names and addresses of contractors, copies of contracts, necessary permits and indemnification in form and amount satisfactory to Landlord and waivers of lien against any and all claims, costs, damages, liabilities and expenses which may arise in connection with the alterations or additions. All such work shall be done at Tenant's expense by employees of or contractors hired by Landlord unless Landlord gives its prior written consent to Tenant's hiring its own contractors. Tenant shall promptly pay to Landlord or to Tenant's contractors, as the case may be, when due, the cost of all such work and of all decorating required by reason thereof. Tenant shall also pay to Landlord its actual cost plus eight percent (8%) of the cost of such work to reimburse Landlord for all overhead, fees and other costs and expenses

arising from Landlord's involvement with such work. If Landlord does not perform the contracting work in connection with the foregoing, Tenant shall pay to Landlord a supervision fee equal to four percent (4%) of the cost to perform said work. All additions and alterations shall be installed in a good, workmanlike manner and only new, high-grade materials shall be used. Whether Tenant furnishes Landlord the foregoing or not, Tenant hereby agrees to defend and hold Landlord harmless from any and all liabilities of every kind and description which may arise out of or be connected in any way with said alterations or additions. Before commencing any work in connection with alterations or additions, Tenant shall furnish Landlord with certificates of insurance from all contractors performing labor or furnishing materials, insuring Landlord against any and all liabilities which may arise out of or be connected in any way with said additions or alterations. Tenant shall pay the cost of all such alterations and additions and also the cost of decorating the Building occasioned by such alterations and additions. Upon completing any alterations or additions, Tenant shall furnish Landlord with contractors' affidavits and full and final waivers of lien and receipted bills covering all labor and materials expended and used. All alterations and additions shall comply with all insurance requirements and with all ordinances and regulations of the local government having jurisdiction over the Building or any department or agency thereof and with the requirements of all statutes and regulations of applicable governmental authorities and any department or agency thereof. All additions, hardware, non-trade fixtures, built-in fixtures (including but not limited to sinks and industrial (non-architectural) light fixtures, whether or not same are built-in), wall coverings, carpeting and other floor coverings, built-in or attached shelving, cabinetry and mirrors, and all improvements, temporary or permanent, in or upon the Building, whether placed there by Tenant or by Landlord, shall, unless Landlord requests their removal at the time of approving their installation, become Landlord's property and shall remain upon the Building at the termination of this Lease by lapse of time or otherwise without compensation or allowance or credit to Tenant. If upon Landlord's request, Tenant does not remove said additions, hardware, non-trade fixtures, built-in fixtures and improvements, Landlord may remove the same and Tenant shall pay the cost of such removal to Landlord upon demand. Tenant will not permit any mechanics lien or liens to be placed on the Building or on any improvement during the term of this Lease and, in case of the filing of such lien, Tenant will promptly pay same, or provide Landlord with a bond or title indemnity therefor, in form, amount and substance reasonably acceptable to Landlord. If default in payment thereof shall continue for thirty (30) days after written notice thereof from Landlord to Tenant, Landlord shall have the right and privilege, at Landlord's option, of paying the same or any portion thereof without inquiry as to the validity thereof, and any amounts so paid, including expenses and interest, shall be so much Additional Rent due hereunder from Tenant to Landlord and shall be repaid to Landlord immediately on rendition of a bill therefor.

14. **Use of Premises.**

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

using the Premises for the conduct of the type and manner of business being conducted by Tenant from the Premises at the time Landlord grants such exclusive use.

- B. Tenant shall not exhibit, sell or offer for sale, on the Premises or in the Building, any article or thing except those articles and things essentially connected with the Permitted Use of the Premises without the advance written consent of Landlord.
- C. Tenant will not make or permit to be made any use of the Premises which, directly or indirectly, is forbidden by public law, ordinance or governmental regulation or which may be dangerous to life, limb or property, or which may invalidate or increase the premium cost of any policy of insurance carried on the Building or covering its operations.
- D. Tenant shall not paint, display, inscribe, maintain or affix on any place in or about the Building any sign, placard, picture, name, notice, legend, lettering, direction, figure or advertisement, except as designated by Landlord and on the directory boards and then only such name or names and matter, and in such color, size, style, place and material, as shall first have been approved by Landlord in writing.
- E. Tenant shall not advertise the business, profession or activities of Tenant conducted in the Building in any manner which violates the letter or spirit of any code of ethics adopted by any recognized association or organization pertaining to such business, profession or activities, and shall not use the name of the Building for any purpose other than that of the business address of Tenant, and shall never use any picture or likeness of the Building in any circulars, notices, advertisements or correspondence without Landlord's expressed consent in writing.
- F. Tenant shall not obstruct, or use for storage, or any purpose other than ingress and egress, the sidewalks, elevators, passages, courts, corridors, vestibules, halls, elevators and stairways of the Building.
- G. No dog or other animal (other than for handicapped assistance) or bird shall be brought or permitted to be in the Building or any part thereof.
- H. Tenant shall not make or permit any noise or odor that is objectionable to other occupants of the Building to emanate from the Premises, and shall not create or maintain a nuisance therein, and shall not disturb, solicit or canvass any occupant of the Building, and shall not do any act tending to injure the reputation of the Building
- I. Tenant shall not install any piano, phonograph, or musical instrument in the Building, or any antennae, aerial wires or other equipment inside or outside the Building, without, in each and every instance, prior approval, in writing by Landlord. The use thereof shall be subject to control by Landlord to the end that others shall not be disturbed or annoyed.
- J. Tenant shall not place or permit to be placed any article of any kind on the window ledges or on the exterior walls, and shall not throw or permit to be thrown or dropped any article from any window of the Building.

- K. Tenant shall not undertake to regulate the thermostat and shall not waste water by tying, wedging or otherwise fastening open any faucet.
- L. No additional locks or similar devices shall be attached to any door or window. No keys for any door other than those provided by Landlord shall be made. If more than two keys for one lock are desired by Tenant, Landlord may provide the same upon payment by Tenant. Upon Termination of this Lease or of Tenant's possession, Tenant shall surrender all keys of the Premises and shall make known to Landlord the explanation of all combination locks on safes, cabinets and vaults.
- M. Tenant shall be responsible for the locking of doors and the closing of transoms and windows in and to the Premises.
- N. If Tenant desires telegraphic, telephonic, burglar alarm or signal service, Landlord will, upon request, direct where and how connections and all wiring for such services shall be introduced and run. Without such directions, no wiring, cutting or installation of wires or cables is permitted.
- O. If Tenant desires, and if Landlord permits, blinds, shades, awnings, or other form of inside or outside window covering, or window ventilators or similar devices, shall be furnished, installed and maintained at the expense of Tenant and must be of such shape, color, material and make as approved by Landlord.
- P. All persons entering or leaving the Building between the hours of 6:00 p.m. and 7:00a.m., Monday through Friday, or at any time on Saturdays, Sundays or holidays, may be required to identify themselves to a watchman by registration or otherwise and to establish their rights to enter or leave the Building. All persons entering or leaving the Building during such times shall also be required to present Building access cards. Landlord may exclude or expel any peddler, solicitor or beggar at any time.
- Q. Tenant shall not overload any floor. Landlord may direct the routing and location of safes and other heavy articles. Safes, furniture and all large articles shall be brought through the Building and into the Premises at such times and in such manner as Landlord may direct and at Tenant's sole risk and responsibility. Tenant shall list all furniture, equipment and similar articles to be removed from the Building, and the list must be approved by Landlord before Building employees will permit any article to be removed.
- R. Unless Landlord gives advance written consent in each and every instance, Tenant shall not install or operate any steam or internal combustion engine, boiler, machinery, refrigerating (except a kitchen refrigerator) or heating device or air conditioning apparatus in or about the Premises, or carry on any mechanical business therein, or use the Premises for housing accommodation or lodging or sleeping purposes, or do any cooking therein except for microwave cooking, or use any illumination other than electric light, or use or permit to be brought into the Building any hazardous materials, inflammable oils or fluids such as gasoline, kerosene, naphtha and benzine, or any explosives or other articles deemed extra hazardous to life, limb or property.

- S. Tenant shall not place or allow anything to be against or near the glass or partitions or doors of the Premises which may diminish the light in, or be unsightly from, halls or corridors.
 - T. Tenant shall not install in the Premises any equipment which uses a substantial amount of electricity without the advance written consent of Landlord. Tenant shall ascertain from Landlord the maximum amount of electrical current which can safely be used in the Premises, taking into account the capacity of the electric wiring in the Building and the Premises and the needs of other tenants in the Building and shall not use more than such safe capacity. Landlord's consent to the installation of electric equipment shall not relieve Tenant from the obligation not to use more electricity than such safe capacity.
 - U. Tenant shall not lay vinyl tile or other similar floor covering so that such floor covering shall come in direct contact with the floor of the Premises, and if linoleum or other similar floor covering is used, an interliner of builder's deadening felt shall first be affixed to the floor by paste or other material soluble in water. The use of cement or other similar materials is prohibited.
 - V. Tenant shall pay to Landlord an amount equal to any increase in premium or premiums caused by the conduct of Tenant's business at the Premises. In addition to all other liabilities for breach of any covenant of this Section 14, Tenant shall pay to Landlord all damages directly caused by such breach and shall also pay to Landlord an amount equal to any increase in insurance premium or premiums caused by such breach.
 - W. Tenant shall be liable and responsible for installing and maintaining any and all telephone and computer lines in the Building serving the Premises. Such lines shall be installed in areas designated by the Landlord, and Tenant shall be liable for and hereby agrees to indemnify and hold Landlord harmless from any liability or damage to any other telephone or computer lines or Building systems damaged or interfered with as a result of Tenant's installation or maintenance of its telephone or computer lines.
 - X. The violation of any covenant of this Section 14 or Section 12, in addition to any other remedies available to Landlord for default of a covenant of this Lease, may be restrained by injunction.
 - Y. Tenant agrees to obtain certificates of insurance for all monthly contracted vendors listing Landlord as an additional insured.
15. **Repairs.** Subject to the provisions of Section 12, Tenant shall, at Tenant's own expense, keep the Premises in good order, condition and repair during the Term and in compliance with all governmental codes and regulations. If Tenant does not make repairs promptly and adequately, Landlord may, but need not, make the repairs and Tenant shall pay promptly the cost thereof.
16. **Untenantability.**
- A. Tenant shall give prompt notice to Landlord in case of any fire or other damage to the Premises. If (a) the Premises shall be damaged to the extent of thirty per cent (30%) or

more of the cost of replacement thereof or (b) the Building shall be damaged to the extent of thirty percent (30%) or more of the cost of replacement thereof whether or not the Premises shall be damaged, then in either of such events, Landlord shall have the right and option to cancel this Lease by written notice to Tenant within ninety (90) days after the date of notice of such occurrence, and thereupon this Lease shall cease and terminate with the same force and effect as though such date were the date fixed for the expiration of the Term. In such case, Tenant shall vacate and surrender the Premises to Landlord and, in such event, Tenant's liability for the Rent and other charges reserved hereunder, excluding indemnity obligations of Tenant, shall cease as of the date of such occurrence of untenantability and Landlord shall make an equitable refund of any Rent or other charges paid by Tenant in advance and not earned or accrued. Tenant covenants and agrees to pay to Landlord any insurance proceeds payable to Tenant with respect to leasehold improvements under the insurance policies mentioned under Section 20, which obligation shall survive the expiration of the Term. Unless this Lease is terminated by Landlord as aforesaid, this Lease shall remain in full force and effect and the parties waive the provision of any law to the contrary, and Landlord and Tenant agree that the Premises shall be repaired and restored with due diligence to substantially the condition thereof immediately prior to such damage or destruction. Landlord's obligation to repair and restore shall be limited to the amount of insurance proceeds received by Landlord. In no event shall Landlord be required to replace or restore additions, improvements or alterations to the Premises made by or at the expense of Tenant (including construction work in excess of the established standards for the Building) unless Landlord shall have received the proceeds of the insurance policies mentioned under Section 20. Landlord shall have no obligation to replace or restore office furniture or equipment, trade fixtures, merchandise, samples, supplies or any other items of Tenant's property in the Building. If by reason of such fire or other casualty the Premises is rendered wholly untenantable, and such fire or casualty was not caused by Tenant, its agents, servants, employees, guests, licensees or invitees, the Rent shall be abated, or if only partially damaged, the Rent shall be abated proportionately as to that portion of the Premises rendered untenantable; in either event, until the Premises has been substantially repaired and restored or until Tenant's operations are substantially restored in the entire Premises, whichever shall occur sooner.

- B. If such damage renders the Premises untenantable, in whole or in part, and if in Landlord's judgment, such damage cannot reasonably be repaired and restored within one hundred eighty (180) days (plus any additional time during which Landlord may be prevented from completing the repairs for causes described in Section 36T and for insurance adjustments), either party shall have the right to cancel and terminate this Lease as of the date of such damage, by written notice to the other within thirty (30) days after Landlord gives Tenant the notice containing such estimate (it being understood that Landlord may, if it elects to do so, also give such notice of termination together with notice containing said estimate); provided however, that Tenant may not elect to terminate this Lease if such damage was caused by the act or neglect of Tenant, its agents, servants, employees, guests, licensees or invitees.

- C. In no event shall Landlord be liable to Tenant for loss of profits, or indirect, special or consequential damages arising out of the partial or total destruction or damage to the Premises or the Building by fire or other casualty.
17. **Eminent Domain.** If the Building, or any portion thereof which includes a substantial part of the Premises, or which prevents the operation of the Building, shall be taken or condemned by any competent authority for any public use or purpose or sold in lieu thereof, the Term shall end upon, and not before, the date when the possession of the part so taken shall be acquired for such use or purpose, and without apportionment of the condemnation award. Current Rent shall be apportioned as of the date of such termination. If any condemnation proceeding shall be instituted in which it is sought to take or damage any part of the Building, or the land under it or used in its operation, or if the grade of any street or alley adjacent to the Building is changed by any competent authority and such change of grade makes it necessary or desirable to remodel the Building to conform to the changed grade, Landlord shall have the right to cancel this Lease upon not less than ninety (90) days notice prior to the date of cancellation designated in the notice. No money or other consideration shall be payable by Landlord to Tenant for the right of cancellation and Tenant shall have no right to share in the condemnation award or in any judgment for damages caused by the condemnation, including but not limited to any claim for the value of its leasehold interest. Nothing contained in this Section 17 shall be deemed to preclude Tenant's right to pursue any claim it may have against the condemning authority for damages or an award in the amount of relocation or other expenses or any other right afforded Tenant by the condemning authority. In the event that the Landlord does not decide to terminate the Term as provided above, this Lease shall continue and Landlord will restore the Premises or Building. During the period of restoration of the Premises, Rent under this Lease shall abate on a per diem basis, such abatement to be an amount bearing the same ratio to the total amount of Rent for such period as the untenable portion of the Premises bears to the entire Premises.
18. **Hazardous Substances.**
- A. **Compliance with Laws and Regulations.** Tenant hereby represents, warrants, covenants and agrees to and with Landlord that all operations or activities upon, or any use or occupancy of the Premises, or any portion thereof, by Tenant, and any tenant, subtenant or occupant of the Premises, or any portion thereof, shall throughout the term of this Lease be in all respects in compliance with all state, federal and local laws and regulations governing or in any way relating to the generation, handling, manufacturing, treatment, storage, use, transportation, spillage, leakage, dumping, discharge or disposal (whether legal or illegal, accidental or intentional) of any hazardous or toxic substances, materials or wastes, including but not limited to those substances, materials or wastes listed in the United States Department of Transportation Table (49 CFR 172.101) or by the Environmental Protection Agency as hazardous substances (40CFR Part 302) and amendments thereto, or such substances, materials or wastes otherwise regulated under any applicable local, state or federal law ("Hazardous Substances"); and that neither Tenant nor any other tenant, subtenant or occupant of the Premises, or any portion thereof, at any time shall be engaged in or permitted any dumping, discharge, disposal, spillage or leakage (whether legal or illegal, accidental or intentional) of such Hazardous Substances at, on, in or about the Premises, or any portion thereof.

- B. **PCB's Removal.** For the purpose of this section, "PCB" shall mean any oil or other substance containing polychlorinated biphenyl (as defined in 40 CFR § 761.3). Tenant hereby covenants and agrees to and with Landlord that Tenant shall, through the term of this Lease, not permit to be present upon the Premises, or any portion thereof, or contained in any transformers or other equipment thereon, any PCB's.
- C. **Asbestos Removal or Containment.** Tenant hereby covenants and agrees to and with Landlord that Tenant shall, through the term of this Lease, not permit to be present upon the Premises, or any portion thereof, any asbestos, or any structures, fixtures, equipment or other objects or materials containing asbestos.
- D. **Indemnification; Remedial Work.**
- (i) Tenant agrees to indemnify, protect, defend (with counsel reasonably approved by Landlord) and hold Landlord, and the directors, officers, shareholders, employees and agents of Landlord, harmless from any claims (including without limitation third party claims for personal injury or real or personal property damage), actions, administrative proceedings (including informal proceedings), judgments, damages, punitive damages, penalties, fines, costs, liabilities (including sums paid in settlement of claims), interest or losses, including reasonable attorneys' and paralegals' fees and expenses (including any such fees and expenses incurred in enforcing this Lease or collecting any sums due hereunder), consultant fees, and expert fees, together with all other costs and expenses of any kind or nature (collectively, the "Costs") that arise directly or indirectly from or in connection with the presence or release by Tenant, its officers, agents, contractors, employees, subtenants or assigns, of any Hazardous Substance in or into the air, soil, surface water, groundwater or soil vapor at, on, about, under or within the Building, or any portion thereof. In the event Landlord shall suffer or incur any such Costs, Tenant shall pay to Landlord the total of all such Costs suffered or incurred by Landlord upon demand therefor by Landlord. Without limiting the generality of the foregoing, the indemnification provided by this Section 18D(i) shall specifically cover Costs, including capital, operating and maintenance costs, incurred in connection with any investigation or monitoring of site conditions, any clean-up, containment, remedial, removal or restoration work required or performed by any federal, state or local governmental agency or political subdivision or performed by any non-governmental entity or person because of the presence or release by Tenant of any Hazardous Substance in or into the air, soil, groundwater, surface water or soil vapor at, on, about, under or within the Building (or any portion thereof), and claims of third parties for loss or damage due to such Hazardous Substance.
- (ii) In the event any investigation or monitoring or site conditions of any clean-up, containment, restoration, removal or other remedial work (collectively the "Remedial Work") is required by any applicable federal, state or local law or regulation, by any judicial order, or by any governmental entity, or in order to comply with any agreements because of, or in connection with, any occurrence or event described in Section 18D(i) above, Tenant shall perform or cause to be

performed the Remedial Work in compliance with such law, regulation, order or agreement; provided, that Tenant may withhold such compliance pursuant to a good faith dispute regarding the application, interpretation or validity of the law, regulation, order or agreement. All Remedial Work shall be performed by one or more contractors, selected by Tenant and approved in advance in writing by Landlord, and under the supervision of a consulting engineer, selected by Tenant and approved in advance in writing by Landlord. All costs and expenses of such Remedial Work shall be paid by Tenant, including without limitation, the charges of such contractor(s) and/or the consulting engineer, and Landlord's reasonable attorneys' and paralegals' fees and costs incurred in connection with monitoring or review of such Remedial Work. In the event Tenant shall fail to timely commence, or cause to be commenced, or fail to diligently prosecute to completion, such Remedial Work, Landlord may, but shall not be required to, cause such Remedial Work to be performed, and all costs and expenses thereof, or incurred in connection therewith, shall be Costs within the meaning of Section 18D(i) above. All such Costs shall be due and payable upon demand therefor by Landlord.

- E. **Survival.** Each of the covenants, agreements, obligations, representations and warranties of Tenant set forth in this Section 18 shall survive the expiration or earlier termination of this Lease.
 - F. **Landlord Environmental Obligation.** In the event Landlord, or anyone claiming by, through or under Landlord conducts any activity in the Building involving a Hazardous Substance that affects the Premises or Tenant's use thereof, Landlord agrees: (i) to use its best efforts to cause such activity to be conducted in accordance with all environmental laws and regulations; (ii) if such activity was conducted by Landlord, Landlord agrees to perform all Remedial Work required.
19. **Landlord's Remedies.** All rights and remedies of Landlord herein enumerated shall be cumulative, and none shall exclude any other right or remedy allowed by law.
- A. If a petition in a bankruptcy or insolvency, or for the reorganization, or for the appointment of a receiver or trustee of all or a portion of the property of Tenant or any Guarantor shall be filed against Tenant or any Guarantor in any court, pursuant to any statute, either of the United States or of any State, and if, within thirty (30) days thereafter, Tenant fails to secure a discharge thereof, or if Tenant shall voluntarily file any such petition or make an assignment for the benefit of creditors or petition for or enter into an arrangement, or if this Lease is taken under writ of execution (herein called "Act of Bankruptcy"), then Tenant shall be deemed in breach and default of this Lease and Landlord, in its discretion and at its election, may, to the extent permitted by law, elect to cancel and terminate this Lease. Upon the cancellation and termination of this Lease pursuant to the provisions of this Section 19(A), Landlord, in addition to all the remedies provided by law, shall be entitled to the remedies provided in this Section 19. If this Lease is assumed or assigned by a trustee pursuant to the provisions of the Bankruptcy Reform Act of 1978 ("Bankruptcy Act") (11 U.S.C. Section 101 et. seq.), then the trustee shall cure any default under this Lease and shall provide such adequate

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

- B. If (1) Tenant defaults in the payment of Rent or any other sums as the same shall become due and said default is not cured within five (5) days after notice; (2) the leasehold interest of Tenant be levied upon under execution or be attached by law; (3) Tenant or any Guarantor suffers or commits an Act of Bankruptcy; (4) a receiver be appointed for any property of Tenant; (5) Tenant fails to observe or perform any of the covenants in respect of assignment and subletting set forth in Section 11; (6) intentionally omitted; or (7) Tenant defaults in the prompt and full performance of any other provision of this Lease, and Tenant does not cure the default under this sub-section (7) within thirty (30) days (forthwith if the default involves a hazardous or emergency condition) after written demand by Landlord that the default be cured (unless the default involves a hazardous or emergency condition, which shall be cured forthwith upon Landlord's demand); provided however, said thirty (30) day period shall be extended for such time but not to exceed sixty (60) days in the aggregate as Tenant is diligently and continuously pursuing the cure thereof; then and in any such event, Landlord may, if Landlord so elects but not otherwise, and with or without notice of such election and with or without any demand whatsoever, forthwith terminate this Lease or Tenant's right to possession of the Premises. In addition to the foregoing and any other remedy it may have, in the event of a default pursuant to subsection (7) above, Landlord may perform any act or contract for the performing thereof and incur any expense reasonably related thereto, and thereafter Tenant shall pay same to Landlord no later than the date the next installment of Rent is due.
- C. Upon any termination of this Lease, whether by lapse of time or otherwise, or upon any termination of Tenant's right to possession without termination of this Lease, Tenant shall surrender possession and vacate the Premises immediately, and deliver possession thereof to Landlord. Tenant hereby grants to Landlord full and free license to enter into and upon the Premises in the event of such termination, with or without process of law, and to take possession of the Premises. Landlord may expel or remove Tenant and any others who may be occupying the Premises. Landlord may remove any and all property from the Premises, using such force as may be necessary, without being deemed in any manner guilty of trespass, eviction or forcible entry or detainer. The exercise by Landlord of any of the remedies reserved under this sub-section 19(C) shall not constitute a waiver or election by Landlord with respect to Landlord's rights to Rent or any other right given to Landlord elsewhere in this Lease or by operation of law.
- D. If Tenant abandons the Premises and is not paying Rent or otherwise entitles Landlord so to elect, and Landlord elects to terminate Tenant's right to possession only, without terminating this Lease, Landlord may, at Landlord's option, enter into the Premises, remove Tenant's signs or other evidence of tenancy, and take and hold possession thereof as in subsection (C) of this Section 19 provided, without such entry and possession

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

- E. Any and all property which may be removed from the Premises by Landlord pursuant to the authority of this Lease or of law, to which Tenant is or may be entitled, may be handled, removed or stored by Landlord at the risk, cost and expense of Tenant, and Landlord shall in no event be responsible for the value, preservation or safekeeping thereof. Tenant shall pay to Landlord, upon demand, any and all expenses incurred in such removal and all storage charges against such property so long as the same shall be in Landlord's possession or under Landlord's control. Any such property of Tenant not removed from the Premises, not otherwise transferred to Landlord hereunder, or retaken from storage by Tenant within ten (10) days after the end of Tenant's right to possession of the Premises, however terminated, shall be presumed to have been conveyed by Tenant to Landlord under this Lease as a bill of sale without further payment or credit by Landlord to Tenant.
- F. No re-entry or repossession, repairs, alterations and additions, or re-letting by Landlord shall be construed as an eviction or ouster of the Tenant or as an election on Landlord's part to terminate this Lease, unless a written notice of such intention is given to Tenant, or shall operate to release the Tenant in whole or in part from any of the Tenant's obligations hereunder. Landlord may, at any time and from time to time, sue and recover judgment for any deficiencies from time to time remaining after the application from time to time of the proceeds of any such re-letting.
- G. In the event of the termination of the Term by Landlord as provided for by this Section 19, Landlord shall be entitled to recover from Tenant all the fixed dollar amounts of Rent accrued and unpaid for the period up to and including such termination date, as well as all other additional sums payable by the Tenant, or for which Tenant is liable or in respect of

which Tenant has agreed to indemnify Landlord under any of the provisions of this Lease, which may be owing and unpaid as of the termination date. In addition, Landlord shall be entitled to recover as damages for loss of the bargain and not as a penalty (a) the unamortized portion of Landlord's contribution to the cost of the Tenant improvements and alterations, if any, installed by Landlord; (b) the aggregate sum at the time of such termination of all unpaid Base Rent and Additional Rent owing hereunder for the duration of the term of this Lease (including the aggregate value of any Rent abatement issued to Tenant in this Lease to the extent same has been realized by Tenant at the time of such termination) due and payable as of the date of such termination and subject to late payment interest as set forth; and (c) any damages in addition thereto, including reasonable attorneys' fees and court costs, which Landlord shall have sustained by reason of the breach of any of the covenants of this Lease other than for the payment of Rent.

- H. Tenant shall pay upon demand all Landlord's reasonable costs, charges and expenses, including the fees of counsel, agents and others retained by Landlord, incurred in enforcing Tenant's obligations hereunder or incurred by Landlord in any litigation, negotiation or transaction in which Tenant causes Landlord, without Landlord's fault, to become involved or concerned.

20. **Surrender of Possession.**

- A. On or before the date this Lease and the Term hereby created terminates, or on or before the date Tenant's right of possession terminates, whichever is earlier, whether by lapse of time or at the option of Landlord, Tenant shall:
 - (1) restore the Premises to the same condition as they were in at the beginning of the Term after all construction per the workletter attached as Rider B, ordinary wear and tear or damage by fire or other insured casualty excepted;
 - (2) remove those non-standard alterations, improvements or additions not approved by Landlord and installed during Tenant's occupancy, whether installed by Landlord or Tenant, or acquired by Tenant from former tenants, which Landlord may request Tenant to remove;
 - (3) remove from the Premises and the Building all of Tenant's movable office furniture, trade fixtures, and other movable personal property;
 - (4) surrender possession of the Premises to Landlord in a clean condition free of all rubbish and debris; and
 - (5) surrender all keys of the Premises to Landlord and make known to Landlord the combination of all locks on the Premises.
- B. If Tenant shall fail or refuse to restore the Premises to the above described condition on or before the above specified date, and in addition to any other rights and remedies Landlord may have, Landlord may enter into and upon the Premises and put the Premises in such condition and recover from Tenant Landlord's cost of so doing. Without limiting

the generality of the foregoing, Tenant agrees to pay Landlord, upon demand, the cost of restoring the walls, ceilings and floors of the Premises to the same condition that existed as of the date of the commencement of any alterations, improvements or additions made by or for Tenant's occupancy (or a prior tenant's occupancy if such alterations, improvements or additions were acquired by Tenant from a former tenant) of the Premises, ordinary wear and tear or damage by fire or other insured casualty excepted. If Tenant shall fail or refuse to comply with Tenant's duty to remove all personal property from the Premises and the Building on or before the above specified date, the parties hereto agree and stipulate that Landlord may enter into and upon the Premises and may, at its election:

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

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

21. **Insurance.**

A. **Waiver of Subrogation.** Landlord and Tenant hereby waive any rights each may have against the other on account of any loss or damage occasioned by Landlord or Tenant, as the case may be, their respective property, the Premises, or its contents or to other portions of the Building, arising from any risk actually covered by fire, extended coverage and special perils insurance policies required hereunder. The parties each, on behalf of their respective insurance companies insuring the property of either Landlord or Tenant against such loss, and to the extent same is permitted pursuant to said policies, waive any right of subrogation that such companies may have against Landlord or Tenant, as the case may be. Landlord and Tenant covenant with each other that, to the extent such insurance endorsement is reasonably available, they will each obtain for the

benefit of the other a waiver of any right of subrogation from their respective insurance companies.

B. Tenant's Insurance. Tenant will secure and maintain, at Tenant's expense:

(i) Property. Causes of Loss – special form (formerly “all risk”) property insurance (including extra expense insurance), on all of Tenant's fixtures and personal property in the Premises, and on any alterations, additions or improvements installed by or for the benefit of Tenant, all for the full replacement cost thereof. Tenant will use the proceeds from such insurance for the replacement of fixtures and personal property and for the restoration of any such alterations, additions or improvements. Landlord will be named as loss payee as respects its interest in any such alterations, additions, or other improvements.

(ii) Business Income. Business income insurance with sufficient limits for Tenant to sustain its business operation at this location for a period of not less than 12 months.

(iii) Worker's Compensation; Employer's Liability. Workers compensation insurance in statutory limits will be provided for all employees. The employer's liability insurance will afford limits not less than \$500,000 per accident, \$500,000 per employee for bodily injury by disease, and \$500,000 policy limit for bodily injury by disease.

(iv) Liability. Commercial general liability insurance with limits not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate which insures against claims for bodily injury, personal injury, advertising injury, and property damage based upon, involving, or arising out of the use, occupancy, or maintenance of the Premises and including products and completed operations coverage. Such insurance shall include contractual liability and contain a standard separation of insureds provision. Any general aggregate limit will apply on a per location basis. Such insurance will name Landlord, Agent for Landlord and their members, trustees and beneficiaries, Landlord's mortgagees, Landlord's advisor, and their respective officers, directors, agents and employees, as additional insureds (the “**Required Additional Insureds**”).

(v) Umbrella. Umbrella excess liability insurance, on an occurrence basis, that applies excess of required commercial general liability, and employers liability policies, which insures against bodily injury, property damage, personal injury and advertising injury claims with limits not less than \$5,000,000 each occurrence and \$5,000,000 aggregate. Such policy must include the Required Additional Insureds as additional insureds.

(vi) Alterations; Moving. Tenant will provide to Landlord certificates of insurance including but not limited to workers compensation and employers liability, auto liability with limits not less than \$1,000,000 each accident and commercial general liability insurance in the amount of not less than \$1,000,000 or in limits as otherwise reasonably satisfactory to Landlord from (i) Tenant's contractors and subcontractors before performing any initial leasehold improvements pursuant to any work letter attached to this Lease, and before performing any alterations to the Premises; and (ii) Tenant's mover respecting moving into and moving out of the Premises, before Tenant moves into or out of the Premises. All insurance coverage to be provided by Tenant's contractors, subcontractors or movers must be required in a written contract

between Tenant and its Contractor and sub-contractors. Such contract must include a requirement to comply with the general insurance requirements set forth in this paragraph below and must contain an indemnity, including defense, of Landlord and Landlord's Required Additional Insureds. A signed copy of the contract must be provided to Landlord. All such liability insurance (except employers liability) must (1) include the Required Additional Insureds as additional insureds; (2) be considered primary insurance and (3) require commercial general liability insurance to include coverage for bodily injury, property damage,, personal and advertising injury, contractual liability and products and completed operations coverage. The products and completed operations coverage must be maintained for a minimum of 2 years following completion of work. Tenant, its contractor and subcontractors will include Required Additional Insureds on the policy for full term of the work and the extended products and completed operations required time frame.

(vii) All policies required to be carried by Tenant and Tenant's contractors, subcontractors and movers hereunder must be issued by and binding upon an insurance company licensed or authorized to do business in the state in which the property is located with an A.M. Best's Rating of at least "A-" "VIII" or better, unless otherwise acceptable to Landlord. Tenant will not do or permit anything to be done that would invalidate the insurance policies required. Liability insurance maintained by Tenant and Tenant's contractors, subcontractors and movers will be primary coverage without right of contribution by any similar insurance that may be maintained by Landlord.

Certificates of insurance, reasonably acceptable to Landlord, evidencing the existence and amount of each liability insurance policy required hereunder and Evidence of Property Insurance Form, Acord 28, evidencing property insurance as required, will be delivered to Landlord prior to delivery or possession of the Premises and fifteen (15) days prior to each renewal date. Liability policies (except employer's liability) will each include an endorsement naming the Required Additional Insureds such additional insured status. The Evidence of Property Insurance Form will name Landlord as loss payee for property insurance as respects Landlord's interest in improvements and betterments. Further, the certificates must indicate that insurers will endeavor to provide at least 30 days' prior notice to Landlord and Landlord's managing agent prior to any cancellation of coverage.

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

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

Landlord may, at its sole discretion, change the insurance policy limits and forms which are required to be provided by Tenant; such changes will be made to conform with common insurance requirements for similar properties in similar geographic locations. Landlord will not change required insurance limits or forms more often than once per calendar year.

C. **Landlord's Insurance.** Landlord agrees to maintain during the Term "all-risk" insurance on the Building at replacement cost, excluding the items which Tenant is required to insure under Paragraph 21(b). Premiums paid for insurance under this paragraph will be included in Operating Expenses.

22. **Subordination of Lease.** The rights of Tenant under this Lease shall be and are automatically subject and subordinate at all times to the lien of any mortgage, mortgages, ground or underlying lease, trust deed, trust deeds, or long-term leases in the form of a mortgage, now or hereafter in force against the Building or the underlying leasehold estate, if any, and to all advances made or hereafter to be made upon the security thereof, and Tenant shall execute such further instruments subordinating this Lease to the lien or liens of any such mortgage, mortgages, ground or underlying lease, trust deed, trust deeds, or long-term leases in the form of a mortgage, as shall be required by Landlord. Tenant further agrees to comply with any notices received from the holder of any mortgage, mortgages, ground or underlying lease, trust deed, trust deeds, or long-term leases in the form of a mortgage with respect to the payment of Rent to such party.

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

If any lender or ground lessor that intends to acquire an interest in, or holds a mortgage, ground lease or deed of trust encumbering any portion of the Property should require either the execution by Tenant of an agreement requiring Tenant to send such lender written notice of any default by Landlord under this Lease, giving such lender the right to cure such default until such lender has completed foreclosure, and preventing Tenant from terminating this Lease (to the extent such termination right would otherwise be available) unless such default remains uncured after foreclosure has been completed, and/or any modification of the agreements, covenants, conditions or provisions of this Lease, then Tenant agrees that it shall, within ten (10) days after Landlord's request, execute and deliver such agreement and modify this Lease as required by such lender or ground lessor; provided, however, that no such modification shall affect the length of the term or increase the rent payable by Tenant under the Building Lease Agreement Schedule and Paragraphs 1 and 2. Tenant acknowledges and agrees that its failure to timely execute any such agreement or modification required by such lender or ground lessor may cause Landlord serious financial damage by causing the failure of a financing transaction and giving Landlord all of its rights and remedies under Paragraph 19 above, including its right to damages caused by the loss of such financing.

23. **Sale of Building by Landlord.** Any sale or exchange by Landlord of its interest in the Building shall be subject to this Lease and the rights and obligations of Tenant hereunder; and Tenant shall attorn to Landlord's grantee or transferee. Upon any such sale or exchange and the assignment by Landlord of this Lease, Landlord shall be and is hereby entirely freed and relieved of all liability under any and all of its covenants and obligations contained in or derived from this Lease arising out of any act, occurrence or omission relating to the Building or this Lease occurring after the

consummation of such sale or exchange and assignment. The term "Landlord" as used in this Lease means only the owner or owners at the time being of the Building of which the Premises form a part, so that in the event of any sale or sales of the Building, the Landlord named herein will be entirely freed and relieved of all covenants and obligations of Landlord; provided however, that any and all sales of the Building shall be made expressly subject to this Lease and the rights of Tenant. If any security deposit has been made by Tenant, Landlord shall transfer same or any balance of the security deposit if applied to cure a Tenant default to the purchaser of the Building, and thereafter, the Landlord shall be discharged of any further liability with respect to the security deposit.

24. **Estoppel Certificate.** Each party shall, upon execution of this Lease and from time to time, upon not less than ten (10) days prior written request by the other party, deliver to such other party a statement in writing per the attached rider labeled Form Estoppel certifying:
- A. That this Lease is unmodified and in full force and effect or, if there have been modifications, that this Lease as modified is in full force and effect;
 - B. The dates to which Rent and other charges have been paid;
 - C. That such party is not in default under any provision of this Lease or, if in default, a detailed description thereof; and
 - D. Any other matter reasonably requested.
25. **Notices.** All notices, waivers, demands, requests or other communications required or permitted hereunder shall, unless otherwise expressly provided, be in writing and be deemed to have been properly given, served and received (i) if delivered personally or by messenger, when delivered; (ii) if mailed, on the third (3rd) business day after deposit in the United States mail, certified or registered, postage prepaid, return receipt requested; (iii) if faxed, upon dispatch by fax, if such dispatch falls on a business day within the hours of 8:00 a.m. through 6:00 p.m. Chicago time, or otherwise at 8:00 a.m. Chicago time on the next business day thereafter; or (iv) if delivered by reputable overnight express courier, freight prepaid, the next business day after delivery to such courier; in every case addressed to the party to be notified as follows:

If to Landlord: The Hearn Company
 Office of the Building
 875 North Michigan Avenue
 Chicago, Illinois [REDACTED]
 RE: 875 North Michigan Avenue, Attn: Asset Manager

If to Tenant: *Before Commencement:*

 The State of Chile

 Attn: _____

After Commencement:

The State of Chile
875 North Michigan Avenue, Suite 1562
Chicago, Illinois 60611
Attn: _____

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

26. **Brokers.** Tenant represents and warrants to Landlord that neither Tenant nor its officers or agents nor anyone acting on Tenant's behalf has dealt with any real estate broker other than Broker to whom any commissions due shall be paid by Landlord. Tenant agrees to indemnify, defend and hold harmless Landlord and Agent for Landlord from the claim or claims of a broker or brokers (other than Broker) claiming to have interested Tenant in the Building or the Premises or claiming to have caused Tenant to enter into this Lease.
27. **Intentionally omitted.**
28. **Intentionally omitted.**
29. **Limitation on Landlord's Liability.** It is expressly understood and agreed by Tenant that none of Landlord's covenants, undertakings or agreements are made or intended as personal covenants, undertakings or agreements by Landlord, its agents, or Agent for Landlord, and any liability for damage or breach or non-performance by Landlord shall be collectible only out of Landlord's interest in the Building and no personal liability is assumed by, nor at any time may be asserted against, Landlord, its agent, or Agent for Landlord, or any of its or their officers, agents, employees, legal representatives, successors or assigns, all such liability, if any, being expressly waived and released by Tenant.
30. **Rights to Shift Location of Premises.** At one and only one time hereafter, Landlord may substitute for the Premises other premises (herein referred to as the "New Premises") provided the New Premises shall be similar to the Premises in area on a corner on the 16th floor or higher with the same window line or greater and use for Tenant's purposes based upon Landlord's reasonable judgment. If Tenant is already in occupancy of the Premises, then in addition:
 - A. Such move shall be made during evenings, weekends, or otherwise so as to incur the least inconvenience to Tenant;
 - B. Landlord shall first give Tenant at least ninety (90) days notice before making such change; and
 - C. Landlord shall also pay for all actual costs associated with changing Tenant's business stationery.
 - D. Landlord shall pay to relocate and connect all equipment and phones.

31. **Allocation Agreement.** Landlord has entered into that certain Declaration of Covenants, Conditions, Restrictions and Easements for 875 N. Michigan Avenue, Chicago, Illinois dated as of June 25, 2012 and recorded June 25, 2012, in the office of the Recorder of Deeds for Cook County, Illinois as Document No. 1217926135, as same may be amended, supplemented or replaced from time to time (the "Allocation Agreement"), providing for the subdivision and conveyance of ownership of the improvements comprising the Property, including the improvements within which the Premises are located, and providing for the following, among other matters: granting and reserving of easements for access and use of portions of the property owned by each owner; allocation of taxes; allocation of operating expenses; zoning; condemnation; insurance; sharing of responsibility for operating, maintaining, repairing and restoring parts of the Property; and sharing of costs and expenses relating to the Property. The Lease and Tenant's interest in the Premises are subject and subordinate to such Allocation Agreement, including without limitation any exclusive use granted to an owner under the Allocation Agreement. Tenant shall, upon request by Landlord, confirm this subordination in writing. Tenant shall not use or permit the Premises or Property to be used in a way that will violate the requirements of the Allocation Agreement (provided the foregoing shall not prohibit normal office use of the Premises in compliance with this Lease). If Tenant is in default or causes or is responsible for any default under the Allocation Agreement, the same shall constitute a default under this Lease, and Landlord may (but shall not be obligated to) cure such default at Tenant's expense, and Tenant shall pay to Landlord, upon demand, any and all expenses, costs, and damages incurred in connection with the curing of such default.
32. **OFAC.**
- A. Tenant represents and warrants that (i) Tenant and each person or entity owning an interest in Tenant is (a) not currently identified on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Assets Control, Department of the Treasury ("OFAC") and/or on any other similar list maintained by OFAC pursuant to any authorizing statute, executive order or regulation (collectively, the "List"), and (b) not a person or entity with whom a citizen of the United States is prohibited to engage in transactions by any trade embargo, economic sanction, or other prohibition of United States law, regulation, or Executive Order of the President of the United States, (ii) none of the funds or other assets of Tenant constitute property of, or are beneficially owned, directly or indirectly, by any Embargoed Person (as hereinafter defined), (iii) no Embargoed Person has any interest of any nature whatsoever in Tenant (whether directly or indirectly), (iv) none of the funds of Tenant have been derived from any unlawful activity with the result that the investment in Tenant is prohibited by law or that this Lease, as amended and/or extended, is in violation of law, and (v) Tenant has implemented procedures, and will consistently apply those procedures, to ensure the foregoing representations and warranties remain true and correct at all times. The term "Embargoed Person" means any person, entity or government subject to trade restrictions under U.S. law, including but not limited to, the International Emergency Economic Powers Act, 50 U.S.C. §1701, et seq., The Trading with the Enemy Act, 50 U.S.C. App. 1, et seq., and any Executive Orders or regulations promulgated thereunder with the result that the investment in Tenant is prohibited by law or Tenant is in violation of law. Tenant agrees to defend, indemnify, and hold harmless Landlord from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable

attorneys' fees and costs) arising from or related to any breach of the foregoing representations and warranties, and acknowledges that Landlord may treat any such breach as an incurable default by Tenant.

- B. Tenant covenants and agrees (i) to comply with all requirements of law relating to money laundering, anti-terrorism, trade embargos and economic sanctions, now or hereafter in effect, (ii) to immediately notify Landlord in writing if any of the representations, warranties or covenants set forth in this paragraph or the preceding paragraph are no longer true or have been breached or if Tenant has a reasonable basis to believe that they may no longer be true or have been breached, (iii) not to use funds from any "Prohibited Person" (as such term is defined in the September 24, 2001 Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism) to make any payment due to Landlord under this Lease, as amended and/or extended, and (iv) at the request of Landlord, to provide such information as may be requested by Landlord to determine Tenant's compliance with the terms hereof.
 - C. Tenant hereby acknowledges and agrees that Tenant's inclusion on the List at any time during the Term, as amended, shall be a material default of this Lease, as amended. Notwithstanding anything herein to the contrary, Tenant shall not permit the Premises or any portion thereof to be used or occupied by any person or entity on the List or by any Embargoed Person (on a permanent, temporary or transient basis), and any such use or occupancy of the Premises by any such person or entity shall be a material default of this Lease, as amended.
33. **Signage.** Landlord will provide and install all signage at the entrance to the Premises. Such initial suite entry sign at the main entrance to the Premises will be at Landlord's expense, but any changes thereto and any subsequent or additional signage will be at Tenant's expense. All such signage will be in the standard graphics for the Building and no others may be used or permitted on the Premises without Landlord's prior written consent. So long as Landlord maintains an electronic directory in the lobby of the Building, Landlord will, during the Term, input Tenant's name and suite number, and a reasonable number of additional lines for Tenant's officers, principals or professionals, on such Building directory. Changes or additions to such Building directory data requested by Tenant will be subject to Landlord's standard and reasonable charges.
34. **Miscellaneous.**
- A. No receipt of money by Landlord from Tenant after the termination of this Lease or after the service of any notice or after the commencement of any suit, or after final judgment for possession of the Premises shall renew, reinstate, continue or extend the Term or affect any such notice, demand or suit.
 - B. No waiver of any default of Tenant hereunder shall be implied from any omission by Landlord to take any action on account of such default if such default persists or be repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. The invalidity or unenforceability of any provision hereof shall not affect or impair any other

provision. In the event any party's consent is requested hereunder, same shall not be unreasonably withheld or delayed.

- C. The words "Landlord" and "Tenant", wherever used in this Lease, shall be construed to mean "Landlords" or "Tenants" in all cases where there is more than one lessor or lessee, and the necessary grammatical changes required to make the provisions hereof apply either to corporation or individuals, men or women, shall in all cases be assumed as though in each case fully expressed.
- D. Each provision hereof shall extend to and shall, as the case may require, bind and inure to the benefit of Landlord and Tenant and their respective heirs, legal representatives and successors, and assigns in the event this Lease has been assigned with the consent of Landlord as herein provided.
- E. The headings of sections are for convenience only and do not limit or construe the contents of the sections.
- F. Submission of this instrument for examination does not constitute a reservation of or option for the Premises. The instrument becomes effective as a lease upon execution and delivery by both Landlord and Tenant.
- G. All amounts (other than Base Rent and Additional Rent) owed by Tenant shall be paid within five (5) days from the date a statement of account therefor is rendered and shall bear interest thereafter at the rate of the greater of (i) five percent (5%) per annum plus the then current prime rate of interest established by JP Morgan/Chase Bank, or its successor, or (ii) One Hundred Fifty Dollars (\$150.00) per month for all or any portion of the month, but in no event greater than the maximum rate permitted by law.
- H. Provisions typed on the face of this Lease and initialed by Landlord and Tenant, and all Riders attached to this Lease, are hereby made a part of this Lease as though inserted at length in this Lease.
- I. In the event Landlord is unable to deliver possession of the Premises on the Commencement Date by reason of the holding over or retention of possession by any tenant or occupant, this Lease shall nevertheless continue in full force and effect, but Rent shall abate until the Landlord is able to deliver possession, and Landlord shall have no other liability whatsoever on account thereof.
- J. This Lease is the entire understanding of the parties and the terms and provisions of this Lease shall only be modified or amended in writing.
- K. If this Lease is executed by more than one individual, corporation, partnership, association or other entity as Tenant, the obligations of each of said parties shall be joint and several.

- L. So long as Tenant is not in default hereunder, neither Landlord, nor anyone claiming by or through Landlord, shall disturb or interfere with Tenant's use, occupancy and quiet enjoyment of the Premises.
- M. The laws of the State of Illinois shall govern the validity, performance and enforcement of this Lease. The invalidity or unenforceability of any provision of this Lease shall not offset or impair any other provision. If any provision of this Lease is capable of two constructions one of which would render the provision invalid and the other of which would make the provision valid, then the provision shall have the meaning which renders it valid.
- N. Neither this Lease, nor any memorandum, affidavit or other writing with respect thereto, shall be recorded by Tenant or by anyone acting through, under or on behalf of Tenant, and the recording thereof in violation of this provision shall make this Lease null and void at Landlord's election.
- O. Nothing contained in this Lease shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent, partnership, joint venture or any similar association between Landlord and Tenant, it being expressly understood and agreed that neither the method of computation of rent nor any act of the parties hereto shall be deemed to create any relationship between Landlord and Tenant other than the relationship of Landlord and Tenant. If Landlord defaults in the performance of any provision of this Lease, Tenant shall provide Landlord written notice thereof and Landlord shall have thirty (30) days in which to cure said default, which thirty (30) day period shall be extended so long as Landlord is diligently pursuing cure thereof.
- P. Landlord shall have the right to apply payments received from Tenant pursuant to this Lease (regardless of Tenant's designation of such payments) to satisfy any obligations of Tenant hereunder, in such order and amounts, as Landlord, at its sole discretion, may elect.
- Q. If any term, covenant or condition of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease shall not be affected thereby and will be in force to the full extent permitted by law.
- R. Tenant represents to Landlord that it has full power and authority to enter into this Lease and to perform all of its obligations hereunder, and that execution and delivery of this Lease does not and will not violate or conflict with any provision of any law, contract, mortgage, lien, instrument, agreement or judgment to which Tenant is a party or which is binding on Tenant. If Tenant is a corporation, partnership, limited liability company or other entity, the persons executing this Lease on behalf of such entity hereby represent and warrant that they have been duly authorized to execute this Lease for and on behalf of such entity pursuant to a duly adopted resolution or by virtue of its governing instrument.

- S. No person executing this Lease in a representative capacity for Landlord or Tenant shall be held individually liable hereunder as a consequence of such execution in the absence of fraud, provided such person acted with due authority and that intended principals are bound.
 - T. If Landlord or Tenant fails to perform timely any of its terms, covenants and conditions of this Lease on said party's part to be performed (other than the payment of monies), and such failure is due in whole or in part to a strike, lock-out, labor trouble, inability to procure materials or permits, failure of power, restrictive governmental laws and regulations, riots, insurrections, war, fuel shortages, accidents, casualties, acts of God, acts caused directly or indirectly by the other party (or their agents, employees, contractors, licensees or invitees) or any other cause beyond the reasonable control of Landlord or Tenant, as the case may be (each an "event of Force Majeure"), then such party shall not be deemed in default of this Lease as a result of such failure.
 - U. Time is of the essence of this Lease and of each and all provisions thereof.
 - V. Landlord and Tenant waive the right to trial by jury or judge in any proceeding or counterclaim brought by either against the other on any matter whatsoever arising out of or in any way connected with (i) this Lease, (ii) the relationship of Landlord and Tenant, (iii) Tenant's use or occupancy of the Premises, or (iv) any claim of injury or damage, or the enforcement of any remedy under any statute, and in any action in which Landlord and Tenant are joined as parties.
 - W. Landlord and Tenant understand, agree and acknowledge that (i) this Lease has been freely negotiated by both parties, and (ii) in any controversy, dispute or contest over the meaning, interpretation, validity or enforceability of this Lease or any of its terms or conditions, there will be no conclusion drawn whatsoever against either party by virtue of that party having drafted this Lease or any portion thereof.
35. **Tenant Improvements.**
- A. Landlord at Landlord's sole cost and expense shall build out the Premises per the attached exhibits labeled "Space Plan" and "Work List" and the attached rider labeled "Work Letter", each of which are attached hereto and made parts hereof ("Tenant Improvements" and/or "Landlord's Work") provided however that Tenant makes its requisite selections of Building standard materials no later than fifteen (15) days after the mutual execution of this Lease. In the event that Tenant fails to make its requisite selections within such timeframe, Tenant shall have no cause for Landlord delays and the Base Rent schedule outlined in this Lease shall commence on the Commencement Date, regardless of whether the Tenant Improvements are substantially complete by such date.
 - B. Tenant, at Tenant's sole cost and expense, shall be responsible for providing its own teledata cabling, equipment and internet/phone service for the Premises. Notwithstanding the foregoing, in addition to the Tenant Improvements, Landlord shall provide Tenant with a \$2.00 per rentable square foot (\$5,548.00) allowance ("Additional Allowance") towards Tenant's teledata cabling and equipment installation costs, additional upgrades,

furniture, fixtures and equipment, and moving costs. Any unused Additional Allowance shall revert to Landlord no later than September 1, 2016. Landlord shall reimburse Tenant up to the amount of the Additional Allowance within thirty (30) days of Landlord's receipt of paid invoices and contractor's final lien waivers, if applicable.

36. Renewal Option.

- A. Subject to the conditions set forth below, Tenant shall have the option (the "Extension Option"), to extend the Term hereof for one (1) additional period of five (5) years (the "Extended Term"), upon the terms and conditions contained herein, including without limitation the payment of Additional Rent determined on the same basis as set forth in this Lease, except the Base Rent for an Extended Term shall be the Market Rental Rate (as hereinafter defined) for such Extended Term.
- B. If Tenant desires to exercise the Extension Option, Tenant shall provide a binding written notice to Landlord of Tenant's exercise of the Extension Option not later than twelve (12) calendar months prior to the then scheduled expiration of the Term. Within thirty (30) days after Tenant's notice, Landlord will advise Tenant of Landlord's determination of the Market Rental Rate. Tenant shall respond to Landlord's estimate within thirty (30) days after receipt thereof. If Tenant fails to so respond, then the Extension Option shall be deemed waived by Tenant.
- C. For purposes of this Section, "Market Rental Rate" shall mean the net effective rental, as of the date for which such Market Rental Rate is being calculated, per annum per rentable square foot (as adjusted on an annual basis) for comparable space of comparable size for a similar term in arms' length renewal transactions, taking into account all current market rental conditions for renewal transactions in comparable space within similar quality buildings in the North Michigan Avenue Chicago market, including tenant allowances, brokerage commissions, concessions and similar incentives, for fully credit-worthy tenants, but excluding those leases where the tenant has an equity interest in the property. Tenant shall continue to pay Additional Rent and other sums respecting the Premises in accordance with the terms and conditions hereof.
- D. Tenant shall not be entitled to exercise the Extension Option if, on the date Tenant seeks to exercise such Extension Option or upon the expiration of the initial Term, (a) Tenant is in default under this Lease, (b) if this Lease or Tenant's right of possession hereunder has been terminated, (c) if this Lease is not in full force and effect on said date, or (d) Tenant has assigned this Lease or sublet all or any portion of the Premises.
- E. Following the exercise by Tenant of the Extension Option and determination of the Base Rent for the Extended Term, at the request of either party hereto and within thirty (30) days after such request, Landlord and Tenant shall enter into a written amendment of this Lease confirming the terms, conditions and provisions applicable to the Extended Term as determined in accordance herewith, in form and substance reasonably satisfactory to Landlord and Tenant.

37. Early Termination Option - Diplomatic Ties.

- A. Subject to the conditions set forth below, and solely in the event that the United States and Chile sever diplomatic ties, Tenant shall have the right to terminate the Term of this Lease effective as of the date which is thirty (30) days following receipt of written notice from Tenant ("Diplomatic Ties Termination Date"), which right must be exercised by written notice ("Diplomatic Ties Termination Notice") from Tenant to Landlord within thirty (30) days of the date that the United States and Chile sever diplomatic ties.
 - B. Tenant shall not be entitled to exercise this termination option if, on the date Tenant delivers its Diplomatic Ties Termination Notice (which Diplomatic Ties Termination Notice shall thereafter be binding on Tenant and irrevocable by Tenant), (a) Tenant is in default under this Lease, (b) if this Lease or Tenant's right of possession hereunder has been terminated, (c) if this Lease is not in full force and effect on said date, or (d) Tenant has assigned this Lease or sublet all or any portion of the Premises.
38. **Early Termination Option - End of Seventh Year.**
- A. Subject to the conditions set forth below, Tenant shall have the right to terminate the Term of this Lease effective as of one day before the date which is seven (7) years from the Commencement Date ("Seventh Year Early Termination Date"), which right must be exercised by written notice ("Seventh Year Termination Notice") from Tenant to Landlord on or before the date which is one (1) year prior to the Seventh Year Early Termination Date.
 - B. Tenant shall pay to Landlord a fee (the "Seventh Year Termination Fee") equal to two (2) months' Base Rent and Additional Rent at the then-escalated amount plus Landlord's reasonable determination of the unamortized cost (using an implied interest rate of ten percent (10%) per annum) of any allowances, broker's commissions, rent concessions, legal fees, and other costs paid or incurred by Landlord in connection with this Lease (including any space added to the Premises after the Commencement Date). No later than thirty (30) days after Tenant's written request (which may only be delivered on or after August 1, 2021), Landlord shall advise Tenant of the Seventh Year Termination Fee which would apply as of the Seventh Year Early Termination Date. Tenant shall pay one half of the Seventh Year Termination Fee at the time that Tenant delivers the Tenant's Seventh Year Termination Notice to Landlord and shall pay the other half of the Seventh Year Termination Fee two hundred seventy (270) days prior to the Seventh Year Early Termination Date.
 - C. Tenant shall not be entitled to exercise the termination option if, on the date Tenant delivers its Seventh Year Termination Notice (which Seventh Year Termination Notice shall thereafter be binding on Tenant and irrevocable by Tenant), (a) Tenant is in default under this Lease, (b) if this Lease or Tenant's right of possession hereunder has been terminated, (c) if this Lease is not in full force and effect on said date, or (d) Tenant has assigned this Lease or sublet all or any portion of the Premises.
39. **Parking.** Tenant shall have the right, during the Term, to park one (1) car in the garage of the Building at no cost to Tenant, subject to the terms and conditions, including parking rules and regulations, applicable from time to time to parking in the garage. In connection with Tenant's

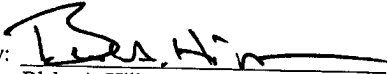
parking rights hereunder, Tenant may be required to periodically execute parking agreements. A space will not be reserved for Tenant. To the extent Tenant fails to comply with the terms and conditions applicable to the parking space, then Tenant shall be deemed to have waived its rights with respect to such parking space for the remainder of the Term hereof. Landlord shall not be liable to Tenant in damages or otherwise under any circumstances for failure to provide parking if at any time Landlord or the garage operator is legally restricted from operating a parking garage in the Building or otherwise unable to do so for reasons beyond its reasonable control, and in no event shall Tenant have any right to terminate this Lease due to Landlord's failure to make parking available as required under this Paragraph. Notwithstanding the foregoing, in the event that Landlord sells or structures a long-term lease of the parking garage to a third party, Landlord may convert Tenant to monthly parking (at the then-current rates and subject to such other terms and conditions as may then apply), provided however, that the monthly cost of such parking spot shall be offset with a monthly rent credit in favor of Tenant.

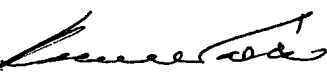
40. **Sovereign Immunity.** If Tenant at any time claims the protection of any diplomatic or sovereign immunity for purposes of any action by Landlord against Tenant to enforce the terms and conditions of this Lease, Tenant hereby waives and relinquishes any and all rights to immunity under the Foreign Sovereign Immunities Act of 1976, 28 U.S.C. §1602-1611, or otherwise, including, but not limited to, immunity from jurisdiction, for execution upon a judgment entered by any Court of the United States or of the District of Columbia, and/or from attachment in aid of execution of any such judgment. Without limiting the foregoing, Tenant acknowledges and agrees that its entering into this Lease and its obligation to observe and perform the terms, covenants and conditions of this Lease constitute a "commercial activity" as set forth in 28 U.S.C. §1605(a)(2). In addition, in the event Tenant shall fail to pay all rents due under the terms of this Lease or shall be in substantial default of any other provision of this Lease and Landlord seeks repossession of the Premises, Tenant hereby waives and relinquishes all immunity under the Vienna Convention on Consular Relations, 21 U.S.T. 77 T.I.A.S. No. 6820, or otherwise, including but not limited to immunity from execution of a writ of restitution.

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LANDLORD:
JHTC HOLDINGS LLC, A DELAWARE LIMITED
LIABILITY COMPANY
BY THE HEARN COMPANY, ITS AGENT

TENANT:
THE STATE OF CHILE

By: 
Blake A. Hillemeier

By: 
Printed Name: Juan Gabriel Valdés

Its: Executive Vice President

Its: Ambassador of the Republic of Chile to the
United States of America

Date: _____

Date: 9/9/16

This Lease consists of the Lease Schedule, Pages 1 through 38, hereof, Riders A, B, C, D, and Exhibits A, B, and C.

Rider A
Rules and Regulations

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

1. Tenant shall not use or permit to be used any portion of the Premises for any unlawful purpose or use or permit the use of any portion of the Premises as regular living quarters, sleeping apartments or lodging rooms or for the conduct of any manufacturing business.
2. Tenant shall at all times keep the Premises at a temperature sufficiently high to prevent freezing of water pipes and fixtures. Tenant shall not, nor shall Tenant at any time permit any occupant of the Premises to commit waste, perform any acts or carry on any practices which may injure the Premises or be a nuisance.
3. Tenant, upon the termination of its tenancy, shall deliver to Landlord the keys of all doors to the Premises and combination and/or keys to all safes on the Premises.
4. Tenant shall not place a load upon any floor which exceeds the designated load per square foot or the load permitted by law. Heavy objects shall stand on such platforms as determined by Landlord to be necessary to properly distribute the weight. Business machines and mechanical equipment belonging to Tenant which cause noise or vibration that may be transmitted to the structure shall be placed and maintained by Tenant, at Tenant's expense, on vibration eliminators or other similar devices. Landlord will not be responsible for loss of, or damage to, any equipment or other property from any cause, and all damage done to the Building by maintaining or moving such equipment or other property shall be repaired at the expense of Tenant.
5. The toilet rooms, toilets, urinals, wash bowls or other apparatus shall not be used for any purpose other than that for which they were constructed, no foreign substance of any kind whatsoever shall be thrown therein, and the expense of any breakage, stoppage or damage resulting from the violation of this rule shall be borne by Tenant.
6. Tenant will at all times during the term of this Lease keep and maintain, at its own cost and expense, in good order, condition and repair, any and all fire safety and prevention devices and equipment as prescribed and required by Landlord, its insurers, and any applicable municipal or governmental law, ordinance or regulation.
7. These Rules and Regulations are in addition to, and shall not be construed to in any way modify or amend, in whole or in part, the terms, covenants, agreements and conditions of the Lease.
8. Tenant shall be responsible for the observance of all of the foregoing rules by Tenant's employees, agents, clients, customers, invitees and guests.
9. Tenant shall not make any room-to-room canvas to solicit business from other tenants in the Building and shall not exhibit, sell or offer to sell, use, rent or exchange any item or services in or from the Premises unless ordinarily included within Tenant's use of the Premises as specified in the Lease.

10. Tenant shall not paint, display, inscribe or affix any sign, picture, advertisement, notice, lettering or direction or install any lights on any part of the outside or inside of the Building, other than the Premises, and then not on any part of the inside of the Premises which can be seen from outside the Premises, except as approved by Landlord in writing.
11. Tenant shall not obstruct or place objects on or in sidewalks, entrances, passages, courts, corridors, vestibules, halls, elevators and stairways in and about the Building. Tenant shall not place objects against glass partitions or doors or windows or adjacent to any open common space which would be unsightly from the Building corridors or from the exterior of the Building.
12. Tenant shall not disturb other tenants or make excessive noises, cause disturbances, create excessive vibrations, odors or noxious fumes or use or operate any electrical or electronic devices or other devices that emit excessive sound waves or are dangerous to other tenants of the Building or that would interfere with the operation of any device or equipment or radio or television broadcasting or reception from or within the Building or elsewhere, and shall not place or install any projections, antennae, aerials or similar devices outside of the Building or the Premises.
13. Tenant shall not waste electricity or water and shall cooperate fully with Landlord to assure the most effective operation of the Building's heating and air conditioning, and shall refrain from attempting to adjust any controls except for the thermostats within the Premises. Tenant shall keep all doors to the Premises closed.
14. The Building prohibits the use of space heaters or spot coolers within the Tenant's Premises.
15. Tenant shall not use the draperies or other window coverings instead of or in addition to the Building standard window coverings, if any, designated and approved by Landlord for exclusive use throughout the Building.
16. Landlord may require that all persons who enter or leave the Building identify themselves to watchmen, by registration or otherwise. Landlord shall, however, have no responsibility or liability for any theft, robbery or other crime in the Building. Tenant shall assume full responsibility for protecting the Premises, including keeping all doors to the Premises locked after the close of business.
17. Furniture, equipment and other large articles may be brought into the Building only at the time and in the manner designated by Landlord. Tenant shall furnish Landlord with a list of furniture, equipment or other large articles which are to be removed from the Building, and the Landlord may require permits before allowing anything to be moved in or out of the Building. Movements of Tenant's property into or out of the Building and within the Building are entirely at the risk and responsibility of Tenant. Furniture, boxes, merchandise or other bulky articles shall be transported within the Building only upon or by vehicles equipped with rubber tires and shall be carried only in the freight elevators and at such times as the management of the Building shall require. Movements of Tenant's property into or out of the Building and within the Building are entirely at the risk and responsibility of Tenant, and Landlord reserves the right to require permits before allowing such property to be moved into or out of the Building.
18. No person or contractor, unless approved in advance by Landlord, shall be employed to do janitorial work, interior window washing, cleaning, decorating or similar services in the Premises.

19. Tenant shall comply with all safety, fire protection and evacuation procedures and regulations established by Landlord or any governmental agency. Any and all firearms shall not be permitted on the property at any time and for any reason.
20. Tenant shall cooperate and participate in all reasonable security programs affecting the Building.
21. Tenant shall not loiter, eat, drink, sit or lie in the lobby or other public or common area in the Building. Tenant shall not go onto the roof of the Building or any other non-public area of the Building (except the Premises), and Landlord reserves all rights to control the public and non-public area of the Building. In no event shall Tenant have access to any electrical, telephone, plumbing or other mechanical closets without Landlord's prior written consent.
22. Tenant shall not dispose of any foreign substances in the toilets, urinals, sinks or other washroom facilities, nor shall Tenant permit such items to be used other than for their intended purposes; and Tenant shall be liable for all damages as a result of a violation of this rule.
23. There shall be no smoking in the Premises or in any public or common area of the Building.
24. All deliveries to or from the Premises shall be made only at such times, in the areas and through the entrances and exits designated for such purposes by Landlord. Tenant shall not permit receiving deliveries to or from the Premises outside of said areas or in a manner which may interfere with the use by any other tenant of its premises or of any common area, any pedestrian use of such area, or any use which is inconsistent with good business practice.
25. Security officers have the right to inspect all packages.
26. Landlord is not responsible for the personal property of employees or Tenants, including any loss or damage to vehicles parked in the parking lot, and shall not be liable therefor.
27. No parking in the loading dock or rear drive area.
28. The following Holidays are observed.

| | |
|--|---------------------------|
| New Year's Day | Thanksgiving |
| Memorial Day | Friday after Thanksgiving |
| July 4 th (when celebrated) | Christmas Day |
| Labor Day | |
29. All garbage and other refuse shall be kept inside the Premises until such time as Landlord designates for trash removal. All garbage and other refuse shall be removed from the Premises at such times and to such areas as may be designated by Landlord from time to time, and said garbage and other refuse shall be removed from the Premises in Landlord approved containers. If Landlord elects to furnish or designate a service for the removal of garbage, Tenant shall use the service furnished or designated by Landlord.
30. Tenant shall utilize the termite and pest extermination service designated by Landlord to control termites and pests in the Premises. Tenant shall bear the cost and expense of such extermination services provided to the Premises. Tenant shall not be obligated to pay more for its participation in such termite and pest extermination services than the prevailing competitive rates charged by

reputable independent termite and pest control exterminators for the same service on a direct and individual basis.

31. Tenant shall take no action which would violate Landlord's labor contracts, if any, affecting the Building or which would cause any work stoppage, picketing, labor disruption or dispute, or any interference with the business of Landlord or any other tenant or occupant of the Building. Tenant shall have pickets removed and, if necessary, terminate at any time any construction work being performed in the Premises until such time as Landlord shall have given written consent for the resumption of such work. Tenant shall have no claim for damages of any nature against Landlord in connection therewith, nor shall the date of the commencement of the Term be extended as a result thereof.
32. The Building and the Property are a "weapons free" environment. No tenant (including Tenant), no owner, principal, member, partner, officer, director, shareholder, employee, agent, lender, contractor, subcontractor, licensee, guest, invitee, customer, or visitor of any tenant (including Tenant), and no person, party, or individual within the reasonable control of any tenant (including Tenant), shall bring, carry, or otherwise possess weapons (concealed or not, and whether or not legally permitted to be carried under any applicable law) of any kind or nature, including, without limitation, firearms, handguns, rifles, shotguns, and the like, in the Building or on the Property. Except as specifically permitted by Section 65(b) of the Firearm Concealed Carry Act (430 ILCS), and only to the extent permitted by such Section 65(b), this prohibition applies to all public and common areas of the Building and the Property, including, without limitation, restrooms, elevators, elevator lobbies, lobbies, stairwells, common hallways, all areas within the leased premises of any tenants (including the Premises demised to Tenant hereunder), and the surrounding walkways, driveways, parking areas and garages, and landscaped areas.

Rider B
Work Letter

RE: Suite 1562 (15th Floor)

1. **TENANT'S PLANS AND SPECIFICATIONS.**

- 1.01 Landlord has furnished Tenant with information with respect to the Premises and Landlord's Work, as defined in Section 2.01 hereof, and such other information relating to the Building as may be necessary for the completion of the Premises substantially in accordance with those Plans set forth in Exhibit A attached hereto ("Plans").
- 1.02 Tenant shall use its best efforts and shall cooperate in a timely fashion with Landlord in causing Landlord to prepare and complete finished detailed architectural, engineering, electrical and mechanical plans, as may be required, including all dimensions and specifications for all work to be performed in order to complete the construction of all improvements necessary for occupancy of the Premises substantially in accordance with the Plans.

2. **LANDLORD'S PLANS AND WORK.**

- 2.01 Landlord shall construct the improvements substantially in accordance with the Plans ("Landlord's Work"); provided however, and notwithstanding anything to the contrary contained herein, all costs deemed Extra Work (as hereinafter defined) shall be deemed Additional Rent due and payable by Tenant as provided in Section 3 below.
- 2.02 Landlord may make such changes in the plans and specifications described in Section 2 hereof as Landlord may desire, excepting that any such changes shall not materially and adversely affect Tenant's occupancy.
- 2.03 Tenant agrees that title to all work performed in the Premises and materials installed in the Premises shall immediately vest in Landlord, except Tenant shall retain title to all removable trade fixtures installed in the Premises by Tenant, subject however, to the terms of the Lease.

3. **EXTRA WORK.**

- 3.01 Tenant may designate substitutions, additional work or extra materials over and above Landlord's Work ("Extra Work") to be performed by Landlord, provided that the Extra Work, including architectural, engineering, electrical and mechanical drawings or services, as set forth in revisions to the Tenant's Plans approved by the Landlord (i) shall be at Tenant's cost and expense and shall not delay completion of the Landlord's Work (said Landlord's Work and Extra Work collectively referred to

as "Work") or the completion of the Premises; (ii) shall be practicable and consistent with existing physical conditions in the Building, shall not impair the structural integrity of the Building, and shall be subject to Landlord's prior written approval; (iii) shall not impair Landlord's ability to perform any of Landlord's obligations hereunder or under the Lease or any other lease of space in the Building; (iv) shall not affect any portion of the Building other than the Premises or be incompatible with the Building systems; and (v) shall comply with all applicable building laws and ordinances. Notwithstanding anything contained herein, Landlord shall not be required to approve said Extra Work. In the event Tenant requests Landlord to perform Extra Work and if Landlord accedes to such requests, Landlord shall submit to Tenant a written estimate ("Estimate") of the cost of the Extra Work. Within five (5) days after Landlord's submission of the Estimate, Tenant shall, in writing, either accept or reject the Estimate. Tenant's failure either to accept or reject the Estimate within said five (5) day period shall be deemed rejection thereof. In the event that Tenant rejects the Estimate or the Estimate is deemed rejected, Tenant shall, within five (5) days after such rejection, furnish Landlord with necessary revisions of the Plans, as to complete construction of the Premises. If the actual cost of the Extra Work exceeds the Estimate, Tenant agrees to pay such excess, it being acknowledged that the Estimate is not a guaranty of the cost of the Extra Work. In connection with any Extra Work, Tenant shall pay Landlord a fee of twenty percent (20%) of the cost of the Extra Work in excess of the actual cost thereof, to be paid contemporaneous with the payments to be made under Section 3.02 below.

3.02 In the event that Landlord performs Extra Work hereunder, Tenant shall pay Landlord, upon the acceptance of the Estimate or the submission of Landlord's bid therefor, as the case may be, a sum equal to twenty percent (20%) of the Estimate or bid price. Thereafter, Tenant shall pay to Landlord, as billed by Landlord, all such costs and charges for the Extra Work set forth in such billings. Such billings shall include a progress claim that summarizes the job to date. Landlord shall have, in connection with all such billings, all of the rights and remedies granted under the Lease in connection with collection of Rent owing to Landlord thereunder. Notwithstanding the foregoing, Landlord shall have the right to require Tenant to deliver to Landlord cash or other security in an amount and form acceptable to Landlord, to be held by Landlord to assure prompt payment for the cost of the Extra Work.

4. COMPLETION - PUNCH LIST.

When Landlord is of the opinion that the Landlord's Work is substantially complete, then Landlord shall so notify Tenant. Tenant agrees that upon such notification, Tenant will promptly (and not later than five (5) business days after the date of Landlord's notice) inspect the Premises and furnish to Landlord a written statement that Landlord's Work has been substantially completed as required by the provisions of the Work Letter and the Lease, with the exception of certain specified and enumerated items, if any (hereinafter referred to as the "Punch List"). Tenant agrees that, at the request of Landlord from time to time thereafter, Tenant will promptly furnish to Landlord revised Punch Lists reflecting any completion of any prior Punch List items. It is mutually agreed that if the Punch List or any revised Punch List consists only of items, the

non-completion of which would not materially impair Tenant's occupancy of the Premises, then, in such event, the Premises shall be deemed to be complete and Tenant will acknowledge in writing that the Premises are complete and accept possession of the Premises; provided however, that such acknowledgment or acceptance shall not relieve Landlord of its obligations to complete all such Punch List items. Any disputes as to the nature or existence of any Punch List items or as to the completion of Landlord's Work will be resolved by Landlord's space planner or architect. The decision of the architect or space planner will be final and binding upon Landlord and Tenant. The date which is the earlier of either (a) the date on which Tenant acknowledges that the Landlord's Work in the Premises is complete, or (b) the date on which the Landlord's Work in the Premises was complete pursuant to the provisions of this Section 4 is referred to as the "Completion Date").

5. POSSESSION.

Tenant will take possession of the Premises on the Commencement Date stated in the Lease Schedule. Landlord has not agreed or represented that the Premises will be substantially ready for occupancy on the date specified in the Lease Schedule. Notwithstanding the foregoing, there shall be no abatement of Rent if Landlord's Work is not substantially complete due to any Extra Work, special equipment, fixtures or materials, changes, alterations or additions requested by Tenant; any delay of Tenant in submitting plans, supplying information or approving or authorizing plans, specifications, estimates or other matters, or any other act or omission of Tenant (each a "Tenant Delay").

6. TENANT'S ENTRY PRIOR TO COMPLETION OF TENANT WORK.

Landlord may permit Tenant or its contractors to enter the Premises at Tenant's sole risk upon substantial completion of the Landlord's Work in order to perform other work required by Tenant to make the Premises ready for Tenant's occupancy. The foregoing license to enter prior to the Completion Date, however, is conditioned upon Tenant or Tenant's contractors not interfering with Landlord's contractors and/or with any other tenant or its contractors. If at any time such entry shall cause disharmony, interference or union disputes of any nature whatsoever, or if Landlord shall, in Landlord's sole judgment, determine that such entry, such work or the continuance thereof shall interfere with, hamper or prevent Landlord from proceeding with work on or in the Building or the Premises at the earliest possible date, this license may be withdrawn by Landlord immediately upon written notice to Tenant. Such entry shall be deemed to be under and subject to all of the terms, covenants and conditions of the Lease, and Tenant shall comply with all of the provisions of the Lease which are the obligations or covenants of Tenant. In the event that Tenant's contractors incur any charges from Landlord, including but not limited to, charges for use of construction or hoisting equipment on the Building site, then and in that event, such charges shall be deemed an obligation of Tenant and shall be collectible as Rent pursuant to the Lease, and upon default in payment thereof, Landlord shall have the same remedies as for a default in payment of Rent pursuant to the Lease.

7. LANDLORD'S ENTRY AFTER COMPLETION.

At any time after the Completion Date, Landlord may enter the Premises to complete unfinished details of the Work and such entry by Landlord, its agents, servants, employees or contractors for

such purpose shall not constitute an actual or constructive eviction, in whole or in part, or entitle Tenant to any abatement or diminution of Rent, or relieve Tenant from any of its obligations under the Lease, or impose any liability upon Landlord or its agent, provided however, that this does not interfere with Tenant's completion of work.

Rider C
Form Commencement Date Certificate

COMMENCEMENT DATE CERTIFICATE

This Commencement Date Certificate is entered into as of the _____ day of _____, 20__ between The Hearn Company as agent for JHTC HOLDINGS LLC, A Delaware Limited Liability Company ("Landlord") and _____ ("Tenant").

Landlord and Tenant entered into that certain Office Lease Agreement ("Lease") dated _____ covering the office space commonly known as Suite _____, ("Premises") located at 875 North Michigan Avenue, Chicago, IL 60611 ("Building").

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

AGREEMENT

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

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

___/___/___ - ___/___/___ \$ ___ per month

___/___/___ - ___/___/___ \$ ___ per month

___/___/___ - ___/___/___ \$ ___ per month

___/___/___ - ___/___/___ \$ ___ per month

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

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

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

LANDLORD:
JHTC HOLDINGS LLC, A DELAWARE LIMITED
LIABILITY COMPANY
BY THE HEARN COMPANY, ITS AGENT

TENANT:

By: _____
Blake A. Hillemeier

By: _____
Printed Name: _____

Its: Executive Vice President

Its: _____

Date: _____

Date: _____

Rider D
Form Estoppel

TENANT ESTOPPEL CERTIFICATE

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

1. Attached to this Tenant Estoppel Certificate as Exhibit 1 is an accurate and complete list of the lease and all amendments and modifications thereto and guaranties thereof (the "Lease") by which Tenant leases the space described therein (the "Premises"), which space is located in the building located at 875 North Michigan Avenue, Chicago Illinois, 60611 (the "Building"), currently owned by Landlord. The Building, the land on which the Building is located and any other improvements located on such land are herein collectively referred to as the "Property".
2. The term of the Lease commenced on _____, and ends on _____, and the full gross rent is: *[check one]*
 - _____ now accruing monthly under the Lease in the amount of \$ _____ for base rent plus operating expenses of \$ _____, taxes of \$ _____, and storage rent of \$ _____ subject to adjustment as set forth in the Lease.
 - \$ _____ will begin to accrue on _____ for Base Rent.
3. No monthly rent (excluding security deposits) has been paid more than thirty days in advance except as follows _____ (if none, please state "none"). No rent credits, free rental periods, concessions, offsets or reductions in rent are due Tenant under the Lease.
4. Landlord holds a security deposit of _____ (if none, please state "none") and a letter of credit in the amount of _____ (if none, please state "none") under the Lease.
5. Tenant has accepted possession of the Premises under the Lease, all the improvements and construction required to be performed by the Landlord under the Lease have been completed to the satisfaction of Tenant (other than any latent defects of which Tenant is not aware), and no money is owed to Tenant for improvements other than _____ (if none, please state "none").
6. The Lease is in full force and effect, has not been amended or modified (except for the amendments or modifications, if any, identified in Exhibit 1 attached to this Tenant

Estoppel Certificate), and constitutes the entire agreement and only lease between Landlord and Tenant relating to the Premises.

7. Except as expressly set forth in the Lease, Tenant has not been granted any options to terminate the term of the Lease earlier than the expiration date noted above, nor any options and/or rights of first refusal to extend the term of the Lease or to lease any other space in the Property. Tenant does not have any outstanding options to purchase, or rights of first refusal or first offer to purchase, the Premises or any part of the Property. Tenant has no parking rights related to the Premises except as set forth in the Lease.
8. To Tenant's current actual knowledge, as of the date of this Tenant Estoppel Certificate, there is no breach or default by Landlord under the Lease. To Tenant's current actual knowledge, as of the date of this Tenant Estoppel Certificate, Tenant has no defense, claim or demand against the Landlord, under the Lease or otherwise, which can be offset against rents or other charges due or to become due under the Lease.
9. Tenant is not currently in default under the Lease, and there exist no circumstances that, with the giving of notice or the passage of time or both, would constitute a default by Tenant under the Lease.
10. Tenant has received no notice claiming violations of law with respect to the Premises or the Building.
11. Tenant has not assigned the Lease or subleased all or any part of the Premises thereunder other than by a document identified in Exhibit 1 attached hereto.
12. Tenant is not a debtor in any bankruptcy case or other insolvency proceeding relating to Tenant. To Tenant's current actual knowledge, any guarantor of the Lease ("Guarantor"), as of the date of this Tenant Estoppel Certificate is not a debtor in any bankruptcy case or other insolvency proceeding relating to Guarantor.
13. Tenant's current address for notices is:

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

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

The foregoing information is accurate and complete. Tenant acknowledges that Landlord will rely on this Tenant Estoppel Certificate and that any Lender, its successors and assigns, and any Rating Agency will rely on this Tenant Estoppel Certificate in connection with financing provided to Landlord and Tenant agrees that Landlord, any Lender, and their successors and assigns, and any Rating Agency

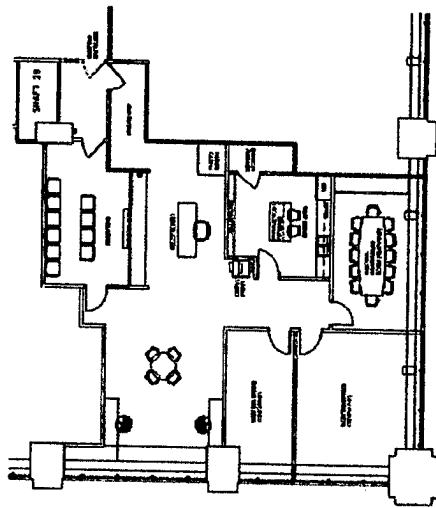
shall have the right to rely on this Tenant Estoppel Certificate in connection therewith.

Dated: _____

TENANT: _____
a _____

By: _____
Name:
Title:

Exhibit A
Space Plan



Hancock Bldg - 1622 - Chicago, IL
CREAM CONSULTANTS BRUTE LAYOUT
PH 118

① TEST.FIT - OPTION 2
BRIEF REF - TOP

DO
BRIEF CONSULTANTS, INC.

A4

Exhibit B
Work List

Suite 1562 Chilean Consulate Scope Notes

Remove select walls, furniture, ceiling tiles, and light fixtures
Furnish and install plastic laminate counter top at reception area
Furnish and install upper/lower plastic laminate cabinets with p-lam counter top in break area
Furnish and install plastic laminate counter top in conference room
Furnish and install adjustable shelves in production/storage room
Furnish and install new back door to match existing entry door
Reuse 4 interior doors per the new layout
Furnish and install standard sliding glass pass thru window at reception desk
Construct interior walls and demise per the plan
Create drywall ceiling in corridor cause by entry door relocation
Replace ceiling tile only throughout space with building standard dune tile
Furnish and install building standard carpet throughout space
Paint all walls and convectors with color to be chosen by tenant
Restain all existing doors
Rework HVAC, sprinklers, fire alarm, and controls to comply with new layout and building code
Furnish and install building standard sink and water lines for dishwasher and refrigerator
Furnish and install duplex outlets and data drops to comply with new layout
Furnish and install all new light switches
Replace all existing light fixtures with new 2x4 direct/indirect light fixtures
Rework fire alarm system to comply with code
Relocate existing electrical panel into server/storage room

TOTAL PRELIMINARY BUDGET \$ 147,901.59

*Note 1: Voice/data wiring, appliances, and furniture are not included

Note 2: Window blinds and film are not included

ALTERNATES

Alternate 1: Allowance for low voltage cabling (2 cat5 cables per work station/office)

Add \$3,500

Alternate 2: Furnish and install stainless steel dishwasher and refrigerator

Add \$2,475

All work to be performed in a professional manner by Union contractors during normal business hours, unless other hours are noted

**Exhibit C
Premises**

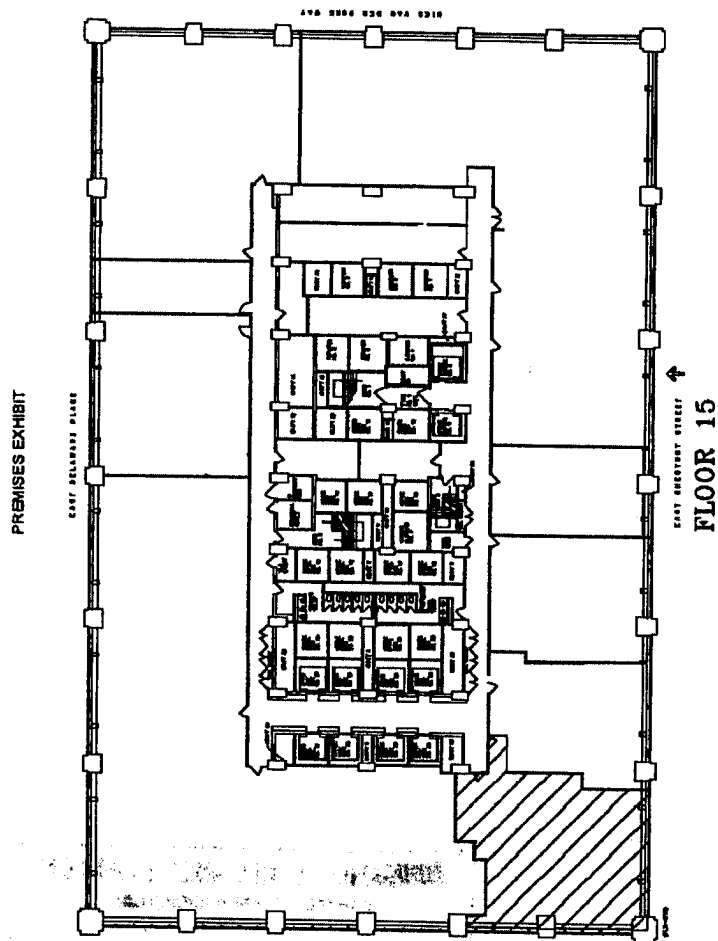


Exhibit C-1