



City of Chicago



SO2017-8970

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	12/13/2017
Sponsor(s):	Emanuel (Mayor)
Type:	Ordinance
Title:	Lease agreement with Taylor Street LA LLC for use of building space at 1336 W Taylor St as Chicago Public Library Roosevelt branch
Committee(s) Assignment:	Committee on Housing and Real Estate

SUBSTITUTE
ORDINANCE

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

SECTION 1: On behalf of the City of Chicago as Tenant, the Commissioner of the Department of Fleet and Facility Management is authorized to execute a Lease, and such other supporting documents as may be necessary or appropriate to carry out and comply with the provisions of the Lease (including, but not limited to, a subordination non-disturbance and attornment agreement), with Taylor Street LA, LLC, as Landlord, for use of building space located at 1336 West Taylor Street by the Chicago Public Library as the Roosevelt Branch Library; such Lease to be approved by the Commissioner of the Chicago Public Library, the President of the Chicago Public Library Board of Directors, and approved as to form and legality by the Corporation Counsel in substantially the following form:

**1340 West Taylor Street
Chicago Public Library – Roosevelt Branch**

SECTION 2: This Ordinance shall be effective from and after the date of its passage and approval.

LEASE

THIS LEASE is made and entered into on or as of this _____ day of _____, 2018 (the "Commencement Date"), by and between **TAYLOR STREET LA LLC**, an Illinois limited liability company, with a principal place of business located at 2 North LaSalle Street, Suite 2300, Chicago, Illinois 60602 (hereinafter referred to as "Landlord") and the **CITY OF CHICAGO**, an Illinois municipal corporation and home rule unit of government (hereinafter referred to as "City" or "Tenant").

RECITALS

WHEREAS, Landlord is the owner of the real property more commonly known as 1336 West Taylor Street, Chicago, Cook County, Illinois (the "Property"); and

WHEREAS, Landlord has agreed to lease to Tenant, and Tenant has agreed to lease from Landlord (a) approximately 14,415 square feet of space in the building (the "Building") to be developed at 1336 West Taylor Street, which space is to be used by the Chicago Public Library as its Taylor Street Branch Library, and (b) nine (9) on-site parking spaces for the exclusive use of Tenant's employees, contractors, guests and invitees;

NOW THEREFORE, in consideration of the covenants, terms and conditions set forth herein, the parties hereto agree and covenant as follows:

SECTION 1. GRANT

1.1 Grant. Landlord hereby leases to Tenant the following described premises situated in the City of Chicago, County of Cook, State of Illinois, to wit:

Approximately 14,415 square feet of space located on the first floor and that certain portion of the second floor identified as Room 254 containing mechanical and other equipment serving the library, each as identified in the first floor and second floor plans attached hereto as Exhibit A and incorporated herein, in the Building to be developed on that certain parcel of real estate more commonly known as 1336 West Taylor Street, Chicago, Cook County, Illinois, and the nine (9) on-site parking spaces (the "Parking Spaces") identified in Exhibit A (collectively, the "Premises"). The Parking Spaces are for the exclusive use of Tenant's employees, contractors, guests and invitees and will be identified with signage accordingly (which signage will be initially installed by Landlord at Landlord's cost and expense). Landlord shall have no responsibility to monitor, regulate or enforce the exclusive use of the Parking Spaces.

In addition, Landlord hereby grants to Tenant a right of entry during the Term (as defined below) to the following: (a) the trash room on the first floor (in which Tenant may place up to a total of six (6) City garbage and/or recycling cans, and which Tenant will access using a key, "fob", or other locking mechanism provided by Landlord) for trash and refuse purposes; (b) the north first, second and third floor stairwells identified in Exhibit

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A for ingress and egress purposes to allow Tenant and its contractors to install, remove and maintain Tenant's equipment and facilities; (c) the Building elevators, for the purpose of Tenant and its contractors installing equipment in, or removing equipment from, Room 254 and the roof subject to reasonable scheduling and regulation by Landlord; and (d) the roof for mechanicals that service the Premises in those areas reasonably designated by Landlord.

SECTION 2. TERM

2.1 Term. The term of this Lease ("Term") shall commence on the Occupancy Commencement Date (as defined in Section 13.5 below) and shall end on the date that is sixteen (16) years thereafter (the "Expiration Date"), unless sooner terminated as set forth in this Lease. If the Occupancy Commencement Date is not the first day of a calendar month, the Expiration Date will be the last day of the calendar month that is sixteen (16) years after the Occupancy Commencement Date.

SECTION 3. RENT, TAXES AND UTILITIES

3.1 Rent. Tenant shall pay base rent for the Premises in the amount of One Dollar (\$1.00) for the entire Term, the receipt and sufficiency of said sum being herewith acknowledged by both parties.

3.2 Taxes and Other Levies. Tenant shall pay when due all real estate taxes, special assessments and other levies assessed against the Premises. If the Premises is not separately assessed as a tax parcel apart from the remainder of the Building, Tenant will pay Landlord for Tenant's prorata share of real estate taxes as reasonably determined by Landlord.

3.3 Utilities. Tenant shall pay when due all charges for gas, electricity, light, heat, water and sewer charges, cable and telephone or other communication service, and all other utility services used in or supplied to the Premises; provided that Landlord shall provide a separate water line to serve the Premises (i.e., the water supplied to the Premises shall not flow through the meter of the water line that serves the non-Premises portions of the Building). If such utility services are separately metered, Tenant shall pay all charges directly to the provider. If such utility services are provided by Landlord, Tenant shall reimburse Landlord for Tenant's prorata share of utility use as reasonably determined by Landlord. Landlord and Tenant expect that all utilities will be separately metered or supplied.

SECTION 4. CONDITION AND ENJOYMENT OF PREMISES, ALTERATIONS AND ADDITIONS, SURRENDER.

4.1 Condition of Premises Upon Delivery of Possession. Landlord covenants that the Premises shall, at the time of delivery of possession to Tenant:

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(a) Comply in all respects with all laws, ordinances, orders, rules, regulations, and requirements of all federal, state and municipal governmental entities (collectively, the "Laws") which are applicable to the Premises or to the use or manner of use of the Premises.

Landlord's duty under this Section 4.1(a) of the Lease shall survive Tenant's acceptance of the Premises.

4.2 Covenant of Quiet Enjoyment. Landlord covenants and agrees that Tenant, upon paying the rent and upon observing and keeping the covenants, agreements and conditions of this Lease on its part to be kept, observed and performed, shall lawfully and quietly hold, occupy and enjoy the Premises (subject to the provisions of this Lease) during the Term without disturbance or interference by Landlord or by any person or persons claiming under Landlord.

4.3 Right of Access. Landlord shall have the right of access to the Premises for the purpose of inspecting and making repairs to the Premises, provided that except in the case of emergencies, Landlord shall first give notice to Tenant of Landlord's desire to enter the Premises and will schedule its entry so as to minimize to the extent practicable any interference with Tenant's use of Premises.

4.4 Use of the Premises. Tenant shall use the Premises solely as the Taylor Street Branch of the Chicago Public Library. Tenant shall not use the Premises in a manner that would violate any Laws. Tenant further covenants (a) not to do or suffer any waste or damage to the Premises or the Building, and (b) to comply in all respects with Laws which may be applicable to the Premises or to the use or manner of use of the Premises. Tenant shall be responsible for keeping the visitors, users and patrons of the library from loitering outside of the Building or disturbing the residents of the Building.

4.5 Alterations and Additions. Tenant shall have the right to make such non-structural alterations, additions and improvements on the Premises (each an "Alteration") at Tenant's cost and expense as it shall deem necessary; provided, however, that any such alterations, additions and improvements shall be in full compliance with the applicable Laws and provided that any Alteration that costs more than \$10,000 in the aggregate shall require Landlord's prior written consent which will not be unreasonable withheld, conditioned or delayed. In the event that Tenant shall make an Alteration to the Premises, then Tenant shall, before permitting commencement of the Alteration, furnish to Landlord, for Landlord's review (and approval, if required) all necessary plans and specifications in reasonable detail; names and addresses of proposed contractors; copies of permits; indemnification from Tenant's contractors in form and amount reasonably satisfactory to Landlord, against any and all claims, costs, damages, liabilities and expenses which may arise in connection with the Alteration; and certificates of insurance from all contractors performing labor or providing materials, insuring Landlord against any and all liabilities which may arise out of or be connected in any way with the Alteration. Tenant shall permit Landlord to monitor the construction operations in connection with the Alteration and to restrict, as may reasonably be required, the passage of manpower and materials and the conducting of construction activity in order to avoid unreasonable disruption to Landlord or to other tenants or residents of the Building or damage to the Building or the Premises. Promptly following completion of the Alteration, Tenant shall furnish to Landlord contractors' affidavits,

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full and final waivers of lien and receipted bills covering all labor and materials expended and used in connection with the Alteration. Any alteration performed by Tenant or Tenant's contractor shall comply with all Landlord's insurance requirements and will all applicable laws, ordinances and regulations. Landlord's approval of plans and specifications or supervision of construction operations, if any, shall not imply Landlord's acknowledgment opinion or belief that the Alteration complies with any such applicable laws, ordinances and regulations nor relieve tenant from any responsibility hereinabove imposed.

SECTION 5. ASSIGNMENT, SUBLEASE, AND LIENS.

5.1 Assignment and Sublease. Tenant shall not assign this Lease in whole or in part, or sublet the Premises or any part thereof without the prior written consent of Landlord in each instance.

5.2 Tenant's Covenant Against Liens. Tenant shall not cause or permit any lien or encumbrance, whether created by act of Tenant, operation of law or otherwise, to attach to or be placed upon Landlord's title or interest in the Premises. All liens and encumbrances created by Tenant shall attach to Tenant's interest only. Provided however, that if any lien or encumbrance shall to attach to or be placed upon Landlord's title or interest in the Premises, Tenant shall promptly pay such lien, with all proper costs and charges, and shall have the lien released and any judgment satisfied.

SECTION 6. INSURANCE AND INDEMNIFICATION.

6.1 Landlord's Insurance. Landlord shall procure and maintain at all times, at Landlord's own expense, during the Term, the insurance coverages and requirements specified below, insuring all operations related to the Lease.

The kind and amounts of insurance required are as follows:

(a) Commercial General Liability (Primary and Umbrella). Commercial General Liability Insurance or equivalent, with limits of not less than \$2,000,000 per occurrence, for bodily injury, personal injury, and property damage liability. Coverage shall include the following: All premises and operations, products/completed operations, defense, separation of insureds, and contractual liability (not to include Endorsement CG 21 39 or equivalent).

The City of Chicago shall be named as an additional insured under the policy. Such additional insured coverage shall be provided on CG 20 10 or on a similar additional insured form acceptable to the City. The additional insured coverage shall not have any limiting endorsements or language under the policy such as, but not limited to, Landlord's sole negligence or the Additional Insured's vicarious liability. Landlord's liability insurance shall be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City.

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(b) All Risk Property. All Risk Property Insurance coverage shall be maintained by the Landlord for 90% replacement value to protect against loss of, damage to or destruction of the Premises. The Landlord shall be responsible for all loss or damage to personal property (including, but not limited to materials, equipment, tools and supplies), owned, rented or used by Landlord.

(c) Worker's Compensation and Employer's Liability. If Landlord shall have any employees, Landlord shall obtain Workers Compensation as prescribed by applicable law, covering all employees who are to provide a service under this Lease, and Employer's Liability Insurance with limits of not less than \$500,000 each accident, illness or disease.

(d) Automobile Liability Insurance (Primary and Umbrella). When any motor vehicles are owned by Landlord, Landlord shall provide and maintain Automobile Liability Insurance with limits of not less than \$2,000,000 per occurrence for bodily injury and property damage.

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

The kind and amounts of insurance required are as follows:

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

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

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

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

Notwithstanding the foregoing, to the extent permitted by law, the Tenant may self-insure for the insurance requirements specified above, it being expressly understood and agreed that, if the Tenant does self-insure for the above insurance requirements, the Tenant shall bear all risk of loss for any loss which would otherwise be covered by insurance policies, and the self-insurance program shall comply with at least the insurance requirements as stipulated above, provided that Tenant shall not be required to name Landlord as an additional insured under Tenant's self-insurance program.

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6.3 Other Terms of Insurance. Landlord will furnish the City of Chicago, Department of Fleet and Facility Management, Office of Real Estate Management, 30 North LaSalle Street, Suite 300, Chicago, Illinois 60602, and Tenant will furnish to Landlord, original Certificates of Insurance (or self insurance in the case of Tenant) evidencing the required coverage to be in force on the date of this Lease, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the Term. Each party shall submit evidence of insurance prior to execution of Lease. The receipt of any certificate does not constitute agreement by any party that the insurance requirements in this Lease have been fully met or that the insurance policies indicated on the certificate are in compliance with all requirements in the Lease. The failure of a party to obtain certificates or other insurance evidence from the other party shall not be deemed to be a waiver by such party. Non-conforming insurance shall not relieve a party of the obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the Lease and each party retains all rights and remedies until proper evidence of insurance is provided.

Each party shall provide for 60 days prior written notice to be given to the other party in the event coverage is substantially changed, cancelled, or non-renewed.

Any and all deductibles or self-insured retentions on referenced insurance coverages shall be borne by the insured party.

Each party hereby grants to the other party a waiver of any right of subrogation which any insurer of said party may acquire against the other party by virtue of the payment of any loss under the insurance. The parties agree to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not a party has received a waiver of subrogation endorsement from the insurer(s). Without limiting any release or waiver of liability or recovery contained in any other section of this Lease but rather in confirmation and furtherance thereof, Landlord and Tenant waive all claims for recovery from the other party for any loss or damage to any of its property insured under valid and collectible insurance policies to the extent of any recovery collectible under such insurance policies.

The parties expressly understand and agree that any coverages and limits furnished by a party shall in no way limit such party's liabilities and responsibilities specified in this Lease or by law.

Landlord expressly understands and agrees that its insurance is primary and any insurance or self-insurance programs maintained by the City shall not contribute with insurance provided by Landlord.

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

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

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6.4 Landlord's Indemnification. Landlord shall indemnify and hold Tenant harmless against all liabilities, judgment costs, damages, and out of pocket expenses incurred by Tenant by reason of Landlord's gross negligent performance of or willful failure to perform any of its obligations under this Lease.

6.5 Tenant's Indemnification. Tenant shall indemnify and hold Landlord harmless against all liabilities, judgment costs, damages, and out of pocket expenses incurred by Landlord by reason or arising from the negligence or willful misconduct of Tenant, except to the extent caused by the gross negligence or willful misconduct of Landlord.

SECTION 7. DAMAGE OR DESTRUCTION.

7.1 Damage or Destruction. If the Premises is damaged or destroyed by fire or other casualty or event to such extent that Tenant cannot continue to occupy or conduct its normal business therein, or if the Premises do not meet all the City's Building Code and Fire Code provisions and are therefore rendered untenable, and such damage cannot be repaired within 180 days, Tenant and Landlord shall each have the option to declare this Lease terminated as of the date of such damage or destruction by giving written notice to the other. If Tenant or Landlord exercises this option, the Lease shall terminate as of the date of such damage or destruction.

SECTION 8. CONFLICT OF INTEREST AND GOVERNMENTAL ETHICS.

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

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

SECTION 9. HOLDING OVER AND OPTION TO PURCHASE.

9.1 Holding Over. Upon the termination of this Lease, whether by forfeiture, lapse of time or otherwise, or upon the termination of the Tenant's right to possession of the Premises, Tenant will at once surrender and deliver up the Premises, together with all improvements thereon, to Landlord in good condition and repair, reasonable wear and tear and loss by fire or other casualty excepted provided that conditions existing because of Tenant's failure to perform maintenance repairs or replacement as required herein, shall not be deemed "reasonable wear and

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tear.” Any holding over by Tenant shall be construed to be a tenancy from month to month only beginning on the date immediately following the Expiration Date, shall be in accordance with the terms of the Lease except that rent shall be equal to Ten Thousand Dollars (\$10,000.00) per month.

9.2 Option to Purchase. Tenant has the option to purchase the Premises (the “Option”) on the Expiration Date. Tenant must elect in writing to exercise such option to purchase not earlier than two years and not later than one year prior to the Expiration Date. Landlord and Tenant shall work together to secure (i) the consent of Chicago Housing Authority, an Illinois municipal corporation, as Landlord’s lender and lienholder with respect to the Property (the “Lender”), to the exercise of the Option and (ii) the partial release of the Lender’s liens with respect to the Premises (the “Release”).

The purchase price (the “Option Price”) shall be the fair market value of the Premises taking into account the then existing use restrictions, contracts, and easements to which the Premises are subject, as determined by an appraisal obtained by the City at its expense. If such appraisal, in Landlord’s reasonable determination, undervalues the Premises, Landlord may, at its own expense, obtain a second appraisal using the same assumptions as set forth in the preceding sentence. The Option Price paid by Tenant shall be the average of the two appraised values of the Premises, subject to this Section 9.2.

Tenant shall be responsible for and bear all costs associated with exercising the Option described in this Section 9.2, including payments related to the Release, except Landlord shall be responsible for all expenses related to the partial release of a lien or liens with respect to the Premises held by a party other than the Lender.

The Option Price shall first be tendered to the Lender to pay all amounts due to secure the Release in accordance with this Section 9.2 with the remainder, if any, remitted to Landlord. If the amounts due from Tenant to secure the Release exceeds the Option Price, the Option Price shall be increased by the amounts required to secure the Release.

SECTION 10. MISCELLANEOUS.

10.1 Notice. All notices, demands and requests which may be or are required to be given demanded or requested by either party to the other shall be in writing. All notices, demands and requests by Landlord to Tenant shall be delivered by national overnight courier or shall be sent by United States registered or certified mail, return receipt requested, postage prepaid addressed to Tenant as follows:

City of Chicago
Department of Fleet and Facility Management
Office of Real Estate Management
30 North LaSalle - Suite 300
Chicago, Illinois 60602
Attn: Deputy Commissioner, Bureau of Asset Management

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or at such other place as Tenant may from time to time designate by written notice to Landlord and to Tenant at the Premises. All notices, demands, and requests by Tenant to Landlord shall be delivered by a national overnight courier or shall be sent by United States registered or certified mail, return receipt requested, postage prepaid, addressed to Landlord as follows:

Taylor Street LA, LLC
c/o Related Midwest
350 W. Hubbard, Suite 300
Chicago, Illinois 60654
Attn: _____

With a copy to:

Hudson Taylor Street, LLC
Hudson SLP, LLC
c/o Hudson Housing Capital LLC
630 Fifth Avenue, 28th Floor
New York, New York 10111
Attention: General Counsel

or at such other place as Landlord may from time to time designate by written notice to Tenant. Any notice, demand or request which shall be served upon Landlord by Tenant, or upon Tenant by Landlord, in the manner aforesaid, shall be deemed to be sufficiently served or given for all purposes hereunder and shall be deemed to have been received one (1) business day following delivery to such nationally recognized overnight courier service or three (3) business days after sent by United States registered or certified mail.

10.2 Partial Invalidity. If any covenant, condition, provision, term or agreement of this Lease shall, to any extent, be held invalid or unenforceable, the remaining covenants, conditions, provisions, terms and agreements of this Lease shall not be affected thereby, but each covenant, condition, provision, term or agreement of this Lease shall be valid and in force to the fullest extent permitted by law.

10.3 Governing Law. This Lease shall be construed and be enforceable in accordance with the laws of the State of Illinois, without regard to its conflict of laws principles.

10.4 Entire Agreement. All preliminary and contemporaneous negotiations are merged into and incorporated in this Lease. This Lease contains the entire agreement between the parties and shall not be modified or amended in any manner except by an instrument in writing executed by the Landlord and the Commissioner of the Department of Fleet and Facility Management.

10.5 Captions and Section Numbers. The captions and section numbers appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections of this Lease nor in any way affect this Lease.

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10.6 Binding Effect of Lease. The covenants, agreements, and obligations contained in this Lease shall extend to, bind, and inure to the benefit of the parties hereto and their legal representatives, heirs, successors, and assigns, and is subject to no contingencies or conditions except as specifically provided herein.

10.7 Time is of the Essence. Time is of the essence of this Lease and of each and every provision hereof.

10.8 No Principal/Agent or Partnership Relationship. Nothing contained in this Lease shall be deemed or construed by the parties hereto or by any third party as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto.

10.9 Authorization to Execute Lease. The parties executing this Lease hereby represent and warrant that they are the duly authorized and acting representatives of Landlord and Tenant respectively.

10.10 Termination of Lease. Tenant shall have the right to terminate this Lease for convenience without penalty by providing Landlord with one hundred eighty (180) days' prior written notice.

10.11 Force Majeure. When a period of time is provided in this Lease for either party to do or perform any act or thing (other than the payment of money), the party shall not be liable or responsible for any delays due to strikes, lockouts, casualties, acts of God, wars, governmental regulation or control, and other causes beyond the reasonable control of the party, and in any such event the time period shall be extended for the amount of time the party is so delayed.

10.12 Condemnation. If the whole or any substantial part of the Premises are taken or condemned by any competent authority for any public use or purpose, or if any adjacent property or street shall be so condemned or improved in such a manner as to require the use of any substantial part of the Premises, the Term of this Lease shall, at the option of Landlord or the condemning authority, be terminated upon, and not before, the date when possession of the part so taken shall be required for such use or purpose, and Landlord shall be entitled to receive the entire award without apportionment with Tenant.

10.13 No Brokers. The Department of Fleet and Facility Management does not use brokers, tenant representatives, or other finders. Landlord has not used brokers, landlord representatives, or other finders in connection with this Lease. Tenant warrants to Landlord that no broker, landlord or tenant representative, or other finder (a) introduced Tenant to Landlord, (b) assisted Tenant in the negotiation of this Lease, or (c) dealt with Tenant on Tenant's behalf in connection with the Premises or this Lease. Landlord warrants to Tenant that no broker, landlord or tenant representative, or other finder (a) introduced Landlord to Tenant, (b) assisted Landlord in the negotiation of this Lease, or (c) dealt with Landlord on Landlord's behalf in connection with the Premises or this Lease. Under no circumstances shall Tenant make any payments due hereunder to any broker(s). Under no circumstances shall Landlord make any payments due hereunder to any broker(s).

10.14 Amendments. From time to time, the parties hereto may amend this Lease without City Council approval with respect to any provisions reasonably related to Tenant's use of the Premises and/or Landlord's administration of this Lease; provided, however, that such amendment(s) shall not serve to extend the Term hereof nor serve to otherwise materially alter the essential provisions contained herein. All amendment(s) shall be in writing, shall establish the factual background necessitating such alteration, shall set forth the terms and conditions of such modification, and shall be duly executed by both Landlord and the Commissioner of the Department of Fleet and Facility Management. All amendment(s) shall only take effect upon execution by both parties. Upon execution, all amendment(s) shall become a part of this Lease and all other provisions of this Lease shall otherwise remain in full force and effect.

10.15 Day. For purposes of this Lease, any day that is not a Saturday, Sunday or legal holiday for national banks in Chicago, Illinois shall be a business day. Whenever, under the terms of this Lease, the time for performance of a covenant or condition falls upon a day other than a business day, such time for performance shall be extended to the next business day. All references in this Lease to a "day" or "days" shall mean calendar day or days, unless either of the terms "business day" or "business days" is used.

SECTION 11. ADDITIONAL RESPONSIBILITIES OF LANDLORD.

11.1 Site Improvements. Landlord shall complete the "Buildout" (see Section 13 and Exhibit B) by October 15, 2018, or such other date as agreed to by the Commissioner of the Department of Fleet and Facility Management in his sole discretion.

11.2 Rodents. Landlord shall provide and pay for rodent baiting and sealing of holes whenever necessary to combat a rodent infestation to the Building.

11.3 Water Service. Landlord shall provide water service to the Premises using a separate water service line than the one that serves the non-Premises portions of the Building and shall install a hot water heater to supply hot water to the Premises. Tenant shall pay for water and sewer charges and for utilities (based on a separate meter) to operate the hot water heater. Tenant shall pay for the maintenance or replacement of the hot water heater

11.4 Plumbing. Landlord shall maintain plumbing that serves the Premises, but is not located within the Premises, in good operable condition, excluding damage caused by acts of vandalism or negligence attributable to Tenant, Tenant's agents or Tenant's invitees. Tenant, at its sole cost and expense, shall maintain the plumbing within the Premises.

11.5 Maintenance, Repair and Replacement. Except as otherwise specifically set forth in Section 12, Landlord shall maintain, repair and replace the exterior and the shell of the Building, including all roof, structural, mechanical and electrical components (collectively, "Building Work"). The cost and expense of Building Work will be shared between Landlord and Tenant in accordance with the percentages set forth on Exhibit C, attached hereto. Landlord and Tenant agree to work together in good faith to establish a process and procedure

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for timely payment of Tenant's share of the cost of Building Work taking into account the budgeting and forecasting of such costs by the Tenant, but not less than on a quarterly basis.

11.6 Green Roof. Landlord shall undertake, at Landlord's sole cost and expense, all necessary landscaping products, maintenance and landscaping services (including watering and weeding) for the "green space" portion of the roof of the Building.

11.7 Air-Conditioning. Any air-conditioning plant and equipment that does not exclusively serve the Premises shall be maintained by Landlord at its expense.

11.8 Heat. Any air-heating plant and equipment that does not exclusively serve the Premises shall be maintained by Landlord at its expense.

11.9 Unauthorized Repairs / Repairs for Emergencies. Any improvements to the Premises effectuated by Landlord on Tenant's behalf shall only be performed upon written approval and concurrent Notice to Proceed from the Commissioner of the Department of Fleet and Facility Management. Approval from any other City department(s), other employee(s) of the Department of Fleet and Facility Management, or anyone acting, or claiming to act, on Tenant's behalf shall be deemed invalid and of no force or effect. In the event of an emergency where further delay would lead to material loss or significant damage to the Premises and provided such emergency is caused by the negligence, vandalism, or misuse of the Premises or equipment therein by Tenant's employees, invitees, agents, or contractors, Landlord may make such emergency repairs subject to full reimbursement to Landlord by Tenant of costs associated with such emergency repairs excluding any overhead and/or profit.

11.10 Economic Disclosure Statement Affidavit Updates. Throughout the Term, Landlord shall provide Tenant with any material updates to the information submitted in Landlord's Economic Disclosure Statement and Affidavit. Tenant may also request such updates from time to time.

SECTION 12. ADDITIONAL RESPONSIBILITIES OF TENANT.

12.1 Custodial Services. Tenant shall provide, or cause to be provided, at its expense custodial services in the Premises which shall be construed, as cleaning, washing, emptying wastepaper baskets, replacement of light bulbs, or sweeping, or other custodial service that are generally provided for a library.

12.2 Tenant Signage. Tenant reserves the right to install appropriate signage on the front exterior of the Premises provided that such signage complies with any applicable Laws and subject to Landlord's approval, which approval will not be unreasonably withheld conditioned or delayed.

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12.3 Surrender of Premises at Termination. Upon the termination of this Lease, Tenant shall surrender the Premises to the Landlord in a comparable condition to the condition of the Premises at the beginning of this Lease, with normal wear and tear taken into consideration.

12.4 Security. Tenant shall pay for any security services and/or security systems in the Premises, if necessary as determined by Tenant in its sole discretion.

12.5 Illegal Activity. Tenant, or any of its agents or employees, shall not perform or permit any practice that is injurious to the Premises or unreasonably disturbs other Tenants, is illegal, or increases the rate of insurance on the Premises or the Building.

12.6 Hazardous Materials. Tenant shall keep out of Premises materials which cause a fire hazard or safety hazard and Tenant shall comply with reasonable requirements of Landlord's fire insurance carrier; not destroy, deface, damage, impair, nor remove any part of the Premises or facilities, equipment or appurtenances.

12.7 Smoke Detectors. Tenant shall maintain smoke detectors on the Premises in accordance with applicable Law.

12.8 Repairs for Tenant Negligence, Vandalism, or Misuse. Subject to approval as set forth herein, Tenant shall assume all responsibility for any repairs to the Premises necessitated by the negligence, vandalism, or misuse of the Premises or equipment therein by Tenant's employees, clients, invitees, agents, or contractors. Landlord shall notify Tenant in writing of such damage if it has knowledge of such damage. At Tenant's option, Tenant may perform such repairs with service providers suitable to Tenant and at Tenant's sole cost without further setoff or deduction. In the alternative, Tenant may direct Landlord in writing to perform said repairs subject to full reimbursement to Landlord of all costs associated with such repairs excluding any overhead and/or profit. Any repairs to the Premises effectuated by Landlord under this section shall only be performed by Landlord upon written approval and concurrent Notice to Proceed from the Commissioner of the Department of Fleet and Facility Management. Repair approval from any other City department(s) or other employee(s) of the Department of Fleet and Facility Management shall be deemed invalid and of no force or effect. Repairs made without said written approval and concurrent Notice to Proceed from the Commissioner of the Department of Fleet and Facility Management shall not be reimbursable to Landlord.

12.9 Snow Removal. Tenant, at its sole cost and expense, shall provide prompt removal of snow and ice and appropriate salting of sidewalk which immediately abuts the Premises and of the Parking Spaces.

12.10 Landscaping. Tenant, at its sole cost and expense, shall maintain the Landlord-installed landscaping which immediately abuts the Premises and the Parking Spaces.

12.11 Community Room. Tenant shall permit Landlord to use the Community Room of the Premises (as identified in Exhibit A) during normal business hours for the purpose of monthly resident meetings and other events pre-approved in writing by Tenant. Attendees of such events shall be permitted to use the restrooms in the Premises. Tenant, in its sole discretion

and by written notice to Landlord, may allow events outside normal library hours. Tenant may enforce reasonable rules and regulations for permitting Landlord to use the Community Room for such events, such as requiring Landlord to lock-up and clean the Premises at the conclusion of the event and to notify Tenant the evening of the event of any damage to the Premises (Tenant may require Landlord to pay for any necessary repairs caused as a result of Landlord's use of the Community Room).

12.12 Plate Glass. Tenant, at its sole cost and expense, shall replace any broken or damaged plate glass of the Premises during the Term which is not caused by the acts or negligence of Landlord.

12.13. Air-Conditioning. Tenant, at its sole cost and expense, shall maintain, and replace as necessary in the sole determination of Tenant, any air-conditioning plant and equipment that exclusively serves the Premises. Any air-conditioning plant and equipment that does not exclusively serve the Premises shall be maintained by Landlord at its expense. Tenant shall pay for utilities to operate the air-conditioning plant and equipment that exclusively serves the Premises.

12.14 Heat. Tenant, at its sole cost and expense, shall maintain, and replace as necessary in the sole determination of Tenant, any heating plant and equipment that exclusively serves the Premises. Tenant shall pay for utilities to operate the heating plant and equipment that exclusively serves the Premises. Landlord understands that proper heating is critical to operations as the Premises may be used as a heating center.

SECTION 13. BUILDOUT OF PREMISES.

13.1 Landlord's Buildout Obligation. Landlord shall build out the Premises to accommodate Tenant's use as further detailed on the floor plan and list of Tenant improvements attached hereto as Exhibit B and incorporated herein (the "Buildout"). The Buildout will be in full compliance with all building and construction code requirements of the City of Chicago and other applicable Laws.

13.2 Cost of Buildout. Landlord shall pay for the cost of the Buildout without contribution of repayment from Tenant.

13.3 Tenant Buildout Representative. Tenant shall have the right to appoint a representative to oversee, inspect, and reasonably approve the Buildout work. Upon issuance of a "Certificate of Substantial Completion" (as defined below) by the firm or entity employed by Landlord or its designee for the purpose of designing and observing the construction of the Buildout for compliance with the plans and specifications for the Buildout (such firm or entity, the "Architect of Record"), Landlord shall deliver to the Commissioner of the City's Department of Fleet and Facility Management a copy of such certificate and the Certificate of Occupancy issued by the City for the Premises. Tenant shall use best efforts to review the Certificate of Substantial Completion within ten (10) business days from receipt of the Certificate of Substantial Completion and provide a written acceptance thereof. If, however, Tenant contests

LEASE NO. _____

the Certificate of Substantial Completion, Tenant and Landlord agree to work together with all diligence to remedy any outstanding issues to Tenant's satisfaction. For purposes of this Section 13.3, "Certificate of Substantial Completion" means the certificate issued by the Architect of Record, to certify that the Buildout has been essentially completed except for punch list work, the City is able to occupy and use the Premises for the purpose intended, and Landlord has obtained a "Certificate of Occupancy" for the Premises from the City.

13.4 Permits and Insurance. All permits, licenses, and necessary insurance required in connection with the Buildout are to be obtained by Landlord. Necessary insurance required in connection with the Buildout are to be obtained by Landlord. Landlord shall provide the Department of Fleet and Facility Management with copies of all building permits for the Buildout prior to commencement of construction. In addition, Landlord shall provide low voltage permit for installation of telephone and data wiring.

13.5 Buildout Completion. Final completion of the Buildout, is a condition precedent to Tenant's occupancy of the Premises. Landlord and Tenant shall arrange for a final inspection of the Premises within ten (10) days from receipt of notice that the punchlist work is complete. Upon the final inspection, Tenant shall approve the satisfactory completion of the Buildout by Landlord, such approval not to be unreasonably withheld, and Landlord shall deliver possession of the Premises to Tenant (the "Occupancy Commencement Date"). The approval of any plans or work by the City's Department of Fleet and Facility Management, Bureau of Asset Management, is for the purpose of this Lease only and does not constitute the approval required by the City's Department of Buildings or any other City department; nor does the approval by the Department of Fleet and Facility Management pursuant to this Agreement constitute an approval of the quality, structural soundness or the safety of any improvements located or to be located on the Premises.

13.6 Warranty. On or before the Occupancy Commencement Date, Landlord shall provide Tenant copies of all warranties, operations/maintenance manuals, and as-built drawings applicable to the Premises, and the keys for the Premises. For a period of one (1) year commencing at the start of the general contractor's warranty period as set forth in the construction contract, or such longer period as may be required to enforce any applicable special warranty in any of the various subcontracts for the work performed to construct the Premises, by the manufacturer or by law ("Contractor's Warranty"), Landlord shall make a claim against the contractor's warranty on behalf of Tenant to correct, repair, or replace, or cause to be corrected, repaired, or replaced, any such deficient or defective work or materials and any damage caused by such work and materials. Any equipment or material that is repaired or replaced at the direction of Landlord will have the warranty period extended for such a period as is provided in the construction contract and consistent with the applicable warranty. Repairs or replacements that Landlord causes to be made under this provision must also include a manufacturer's warranty, if standard with the manufacturer, in addition to the Contractor's Warranty. In the event that Tenant requires Landlord's assistance to enforce the provisions of a Contractor's Warranty, Landlord will cooperate with Tenant to enforce such Contractor's Warranty and cause the applicable contractor to correct any such deficient or defective work or materials and any damage caused by such work or materials.

LEASE NO. _____

Such Contractor's Warranty shall not be available to Tenant in the event that (i) Tenant fails to provide Landlord with written notice of deficient or defective work or materials and resulting damage within 45 days of initial discovery of the same, (ii) such damage or defect is caused by abuse by a party other than Landlord or Landlord's agents, (iii) alterations to the damaged or defective work or material were made by a party other than Landlord or Landlord's agent, (iv) such damage or defect is the result of improper or insufficient maintenance by a party other than Landlord or Landlord's agents, (v) such damage or defect is the result of improper operation by a party other than Landlord or Landlord's agents, or (vi) such damage or defect is the result of normal wear and tear and normal usage.

SECTION 14. LANDLORD DISCLOSURES AND AFFIRMATIONS.

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

14.2 **Patriot Act Certification.** Landlord represents and warrants that neither Landlord nor any Affiliate (as hereafter defined) thereof is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the Bureau of Industry and Security of the U.S. Department of Commerce or their successors, or on any other list of persons or entities with which the City may not do business under any applicable Laws: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List. As used in this Section, an "Affiliate" shall be deemed to be a person or entity related to Landlord that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with Landlord, and a person or entity shall be deemed to be controlled by another person or entity, if controlled in any manner whatsoever that results in control in fact by that other person or entity (or that other person or entity and any persons or entities with whom that other person or entity is acting jointly or in concert), whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

14.3 **Prohibition on Certain Contributions-Mayoral Executive Order No. 2011-4.** Landlord acknowledges receipt of Mayoral Executive Order No. 2011-4 and agrees to comply with the requirements of Mayoral Executive Order No. 2011-4.

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

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

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

14.7 2014 Hiring Plan Prohibitions.

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

(ii) Landlord is aware that City policy prohibits City employees from directing any individual to apply for a position with Landlord, either as an employee or as a subcontractor, and from directing Landlord to hire any individual as an employee or as a subcontractor.

LEASE NO. _____

Accordingly, Landlord must follow its own hiring and contracting procedures, without being influenced by City or City employees. Any and all personnel provided by Landlord under this Lease are employees or subcontractors of Landlord, not employees of the City. This Lease is not intended to and does not constitute, create, give rise to, or otherwise recognize an employer-employee relationship of any kind between the City and any personnel provided by Landlord.

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

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

SECTION 15. TENANT DEFAULT / REMEDIES

If Tenant defaults in the payment of Rent or any other payment required to be made by Tenant hereunder, and such default continues for thirty (30) days following written notice from Landlord, or if Tenant defaults in the performance of any of Tenant's other obligations under this Lease and such default continues for ninety (90) days following written notice from Landlord, or notwithstanding the foregoing, if Tenant defaults in the performance of an obligation under this Lease that results in a hazardous condition and such default is not cured by Tenant immediately upon written notice from Landlord, then Landlord shall have all remedies available under Illinois law. All rights and remedies of Landlord under this Lease shall be cumulative and none shall exclude any other rights or remedies allowed by law.

SECTION 16. COUNTERPARTS.

This Lease may be executed in any number of counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute a single, integrated instrument.

SECTION 17. ESTOPPEL CERTIFICATES.

LEASE NO. _____

Tenant shall at any time and from time to time upon not less than thirty (30) days' prior written notice from Landlord execute, acknowledge and deliver to Landlord, in form reasonably satisfactory to Landlord and/or Landlord's mortgagee, a written statement certifying that Tenant has accepted the Premises, that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified, and stating the modifications), that the Landlord is not in default hereunder (or stating such defaults, if any), and such other accurate certifications as may reasonably be required by Landlord, or Landlord's mortgagee.

SECTION 18. SUBORDINATION OR SUPERIORITY.

Tenant accepts this Lease subject and subordinate to any mortgages or other liens now or subsequently arising upon the Premises or the Building and to all renewals and modifications thereof. If the mortgagee named in any mortgage of the Landlord shall agree, such mortgagee shall grant to Tenant the assurance that if it becomes the owner of the Premises by foreclosure or deed in lieu of foreclosure it will recognize the rights and interest of Tenant under the Lease and not disturb Tenant's use and occupancy of the Premises if and so long as Tenant is not in default under the Lease (which agreement may, at mortgagee's option, require attornment by Tenant), such non-disturbance agreement shall be accompanied by an attornment agreement from Tenant in favor of the mortgagee. Tenant agrees that it will, within thirty (30) days after demand in writing from landlord or Landlord's mortgagee, execute and deliver a non-disturbance agreement in a form reasonably acceptable to the City.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

LEASE NO. _____

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.

LANDLORD:

Taylor Street LA, LLC,
an Illinois limited liability company

By: _____
Its: _____

By: _____

Name: _____

Its: _____

TENANT:

CITY OF CHICAGO,
an Illinois Municipal Corporation and Home Rule Unit of Government

DEPARTMENT OF FLEET AND FACILITY MANAGEMENT

By: _____
Commissioner

APPROVED: THE CHICAGO PUBLIC LIBRARY

By: _____
Commissioner

**APPROVED: THE CHICAGO PUBLIC LIBRARY BOARD
OF DIRECTORS**

By: _____
President

LEASE NO. _____

APPROVED AS TO FORM AND LEGALITY:

BY: DEPARTMENT OF LAW

By: _____
Chief Assistant Corporation Counsel
Real Estate and Land Use Division

LEASE NO. _____

Exhibit A

Depiction of Premises

[Attached]

TAYLOR STREET
LIBRARY & APART W-115

TAYLOR STREET
LA, LLC

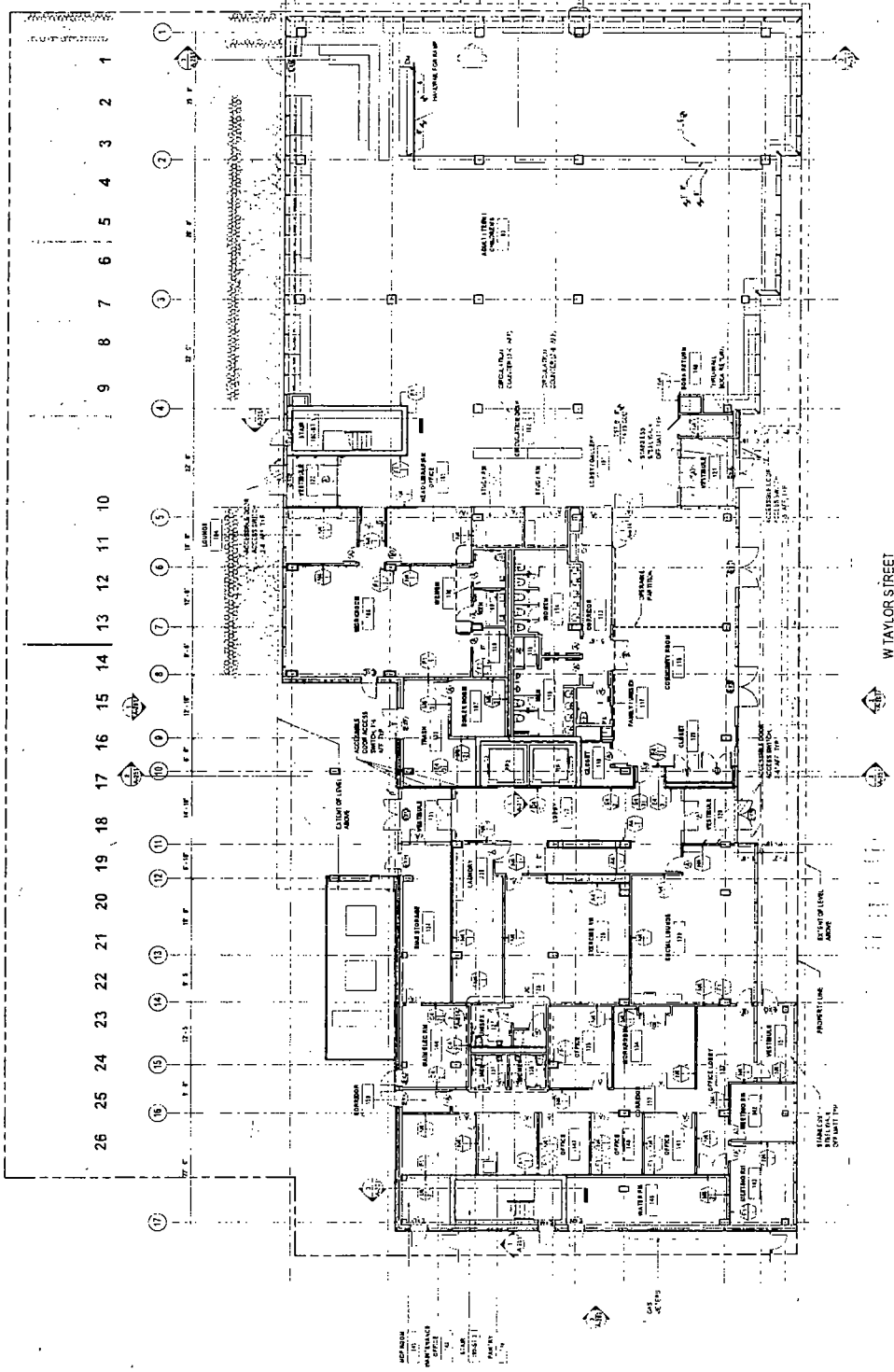
SOM
SOM Architecture

MEPIS
MEPIS Mechanical, Electrical, Plumbing & Fire Protection Engineers

ISSUED FOR PD PART 3
DESIGN DEVELOPMENT
SEPTEMBER 21, 2011

GROUND FLOOR PLAN

A-101



1 GROUND LEVEL PLAN
SEE TITLE SHEET FOR DETAILS

TAYLOR STREET
LIBRARY & APARTMENTS

TAYLOR STREET
LA, LLC

SOM
Sutro, George & Lamilly, LLC

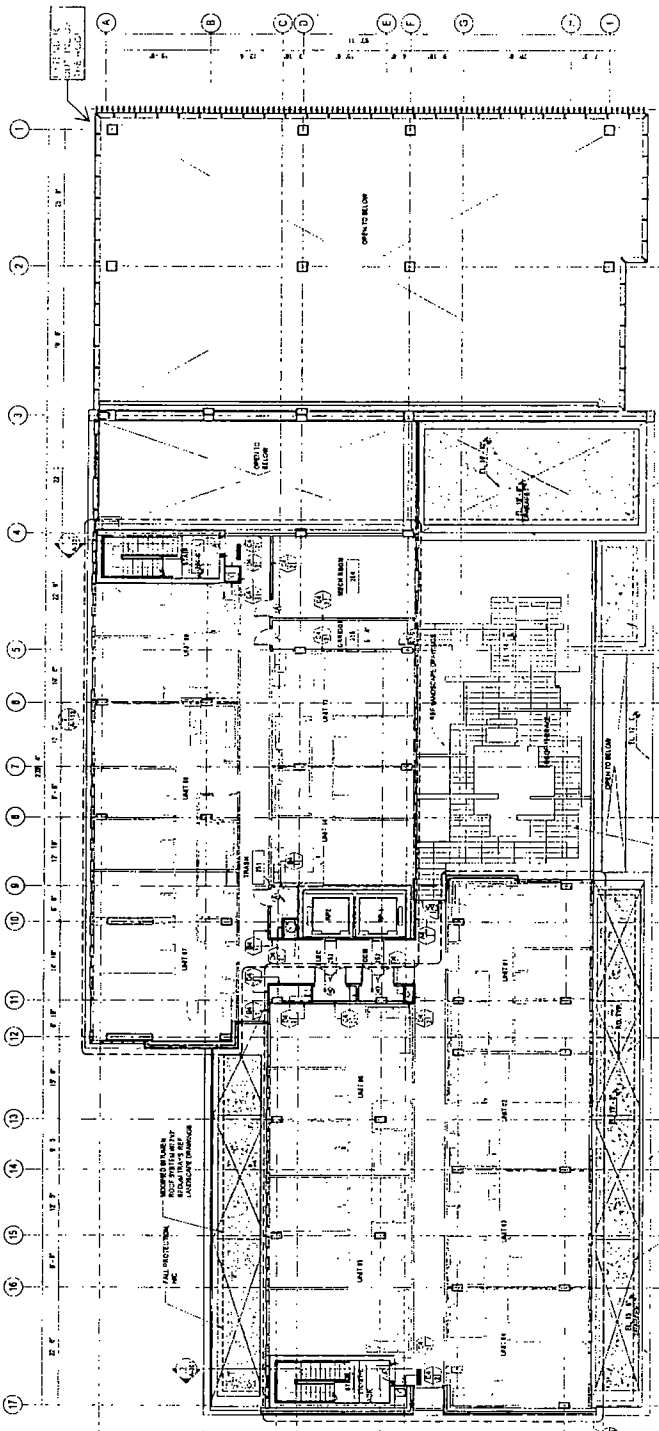
MEPIS
MEMBER ELECTRICAL ADMINISTRATION

MEPIS
MEMBER ELECTRICAL ADMINISTRATION

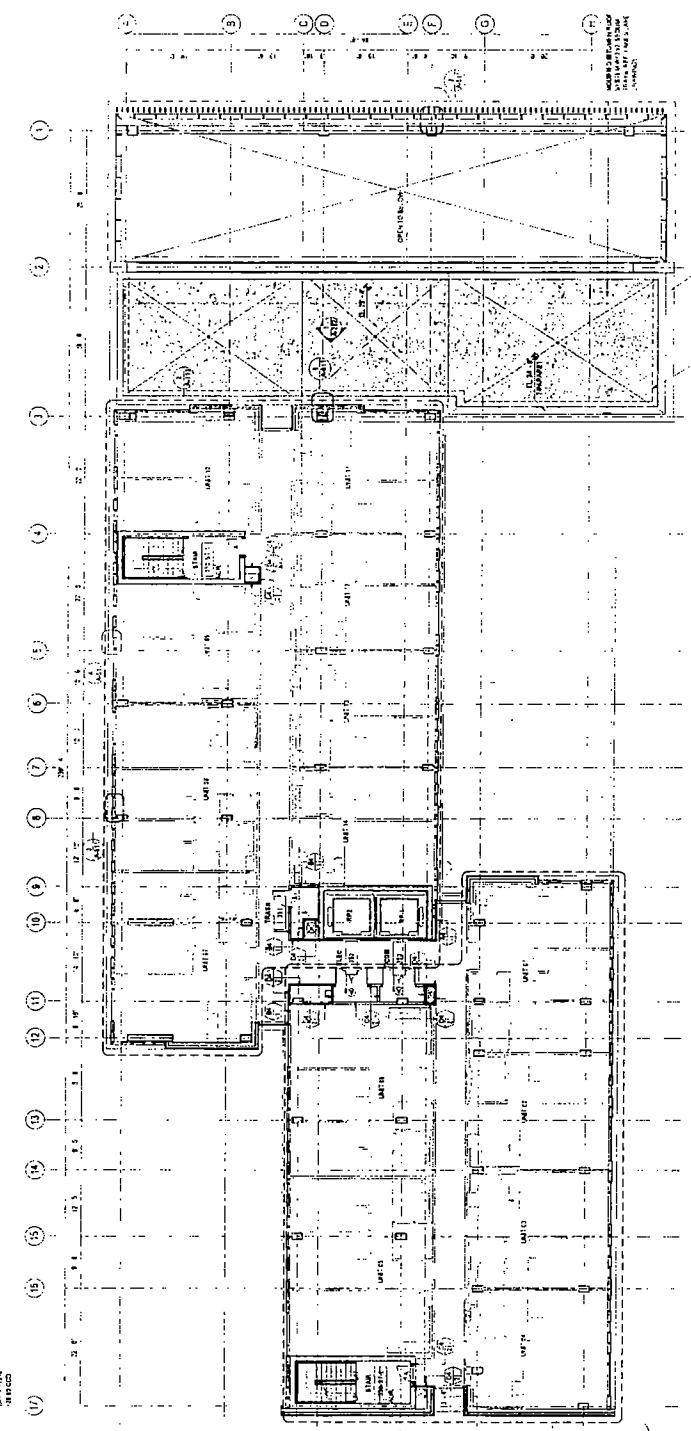
DESIGNER OF RECORD
DESIGN DEVELOPMENT
SEPTEMBER 22, 2011

LEVEL 2 & 3 PLANS

A-102



1 LEVEL 2 PLAN



2 LEVEL 3 PLAN

TAYLOR STREET
LIBRARY & ARCHIVE - N/S

TAYLOR STREET
L.A. LLC

SOM
Santiago, George & Mitchell
ARCHITECTURAL GROUP

ARCHITECTURAL GROUP

MEMPHIS

MEMPHIS

MEMPHIS

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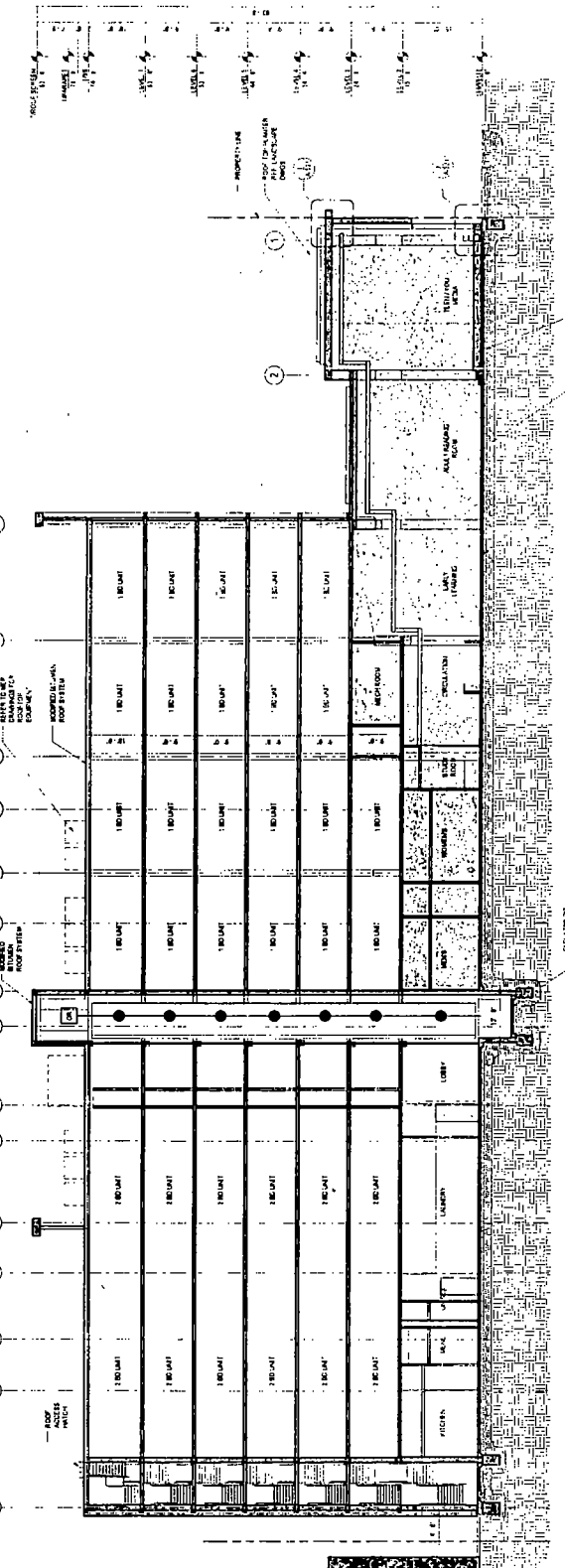
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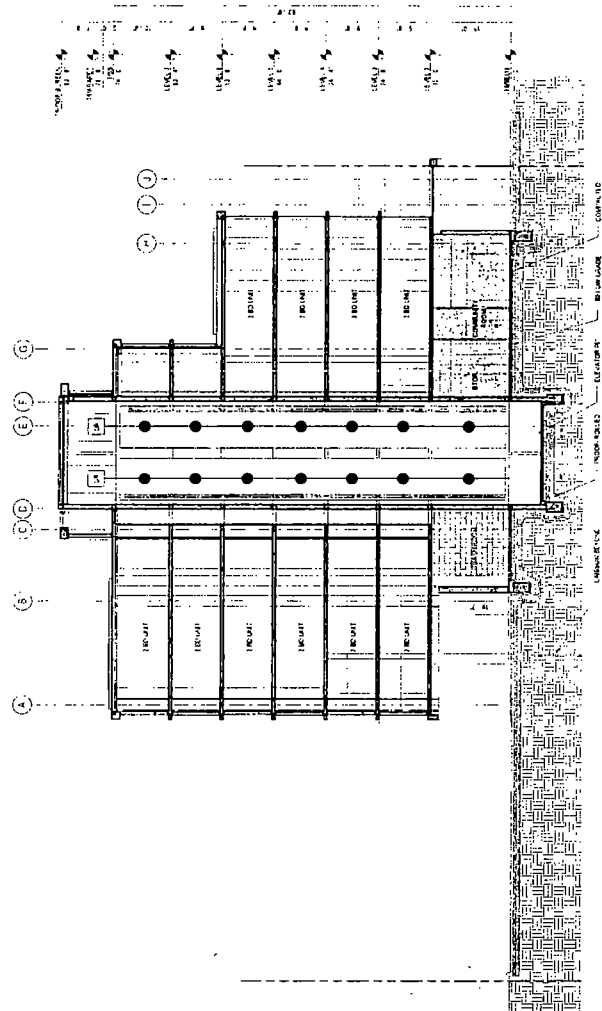
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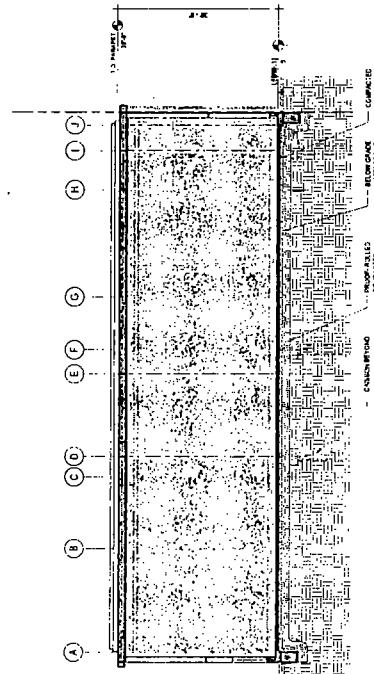
MEMPHIS



1 BUILDING SECTION - EASTWEST



2 BUILDING SECTION - NORTH/SOUTH



3 BUILDING SECTION - NORTH/SOUTH

ISSUED FOR PART II
DESIGN DEVELOPMENT
SEPTEMBER 21, 2011

BUILDING SECTIONS

A-251

LEASE NO. _____

Exhibit B

Narrative and Plans for Buildout

[Plans "to come"]

Landlord shall buildout the Premises in accordance with plans attached to this Exhibit B, which are incorporated in the Lease by this reference. In addition, Landlord shall install wiring at locations identified by Tenant for the installation by Tenant of a Tenant-owned card access system and cameras.

LEASE NO. _____

Exhibit C
Costs and Expenses
[Attached]

Exhibit C

Category	Total SF	Library SF	Residential SF	% Library	% Residential
Booster Pump	89,116	14,415	74,701	16%	84%
Sprinkler System	89,116	14,415	74,701	16%	84%
Generator	89,116	14,415	74,701	16%	84%
Fire Command Panel	89,116	14,415	74,701	16%	84%
Roof Membrane					
2nd Level Shared Roof	9,946	7,756	2,190	78%	22%
2nd Level Residential Roof	1,628	0	1,628	0%	100%
5th Floor Roof	2,565	0	2,565	0%	100%
7th Floor Roof	10,384	315	10,069	3%	97%
Roof Landscaping and Sedum Trays					
2nd Level Shared Roof	23,187	23,187	0	0%	100%
2nd Level Residential Roof	1,086	0	1,086	0%	100%
5th Floor Roof	1,882	0	1,882	0%	100%
7th Floor Roof	2,328	0	2,328	0%	100%
Ground Floor Landscaping	89,116	14,415	74,701	16%	84%
Parking Lot- permeable pavers	10,422	3,749	6,673	36%	64%
Gangway, Taylor St. Hardscape, Ada Sidewalk	6,409	4,789	1,620	75%	25%
Ada Parkway Landscape Maintenance	89,116	14,415	74,701	16%	84%
Entry Plaza Benches	24	24	0	100%	0%
Taylor Street Trees and Grates	89,116	14,415	74,701	16%	84%
Exterior Lighting	89,116	14,415	74,701	16%	84%
Generator/Transformer Fence	89,116	14,415	74,701	16%	84%
Tenant Right of Entry Areas and Components as Described in Section 1.1 of the Lease	89,115	14,414	74,701	16%	84%



JOSEPH A. MOORE

ALDERMAN, 49TH WARD
7356 NORTH GREENVIEW AVENUE
CHICAGO, ILLINOIS 60626
TELEPHONE 773-338-5796
ward49@cityofchicago.org
www.ward49.com

**CITY COUNCIL
CITY OF CHICAGO**

COUNCIL CHAMBER

CITY HALL, ROOM 200
121 NORTH LASALLE STREET
CHICAGO, ILLINOIS 60602
TELEPHONE 312-744-3067

COMMITTEE MEMBERSHIPS

**HOUSING AND REAL ESTATE
CHAIRMAN**

BUDGET AND GOVERNMENT OPERATIONS

COMMITTEES, RULES AND ETHICS

EDUCATION AND CHILD DEVELOPMENT

FINANCE

HEALTH AND ENVIRONMENTAL PROTECTION

HUMAN RELATIONS

SPECIAL EVENTS, CULTURAL AFFAIRS AND RECREATION

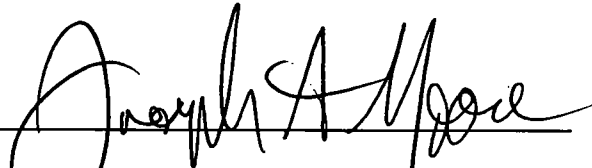
January 17, 2018

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, for which a meeting was held on January 12, 2018, having had under consideration the substitute ordinance introduced by Mayor Rahm Emanuel on January 12, 2018, this being the lease agreement for 1336 W. Taylor St., begs leave to recommend that Your Honorable Body Approve said ordinance transmitted herewith.

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

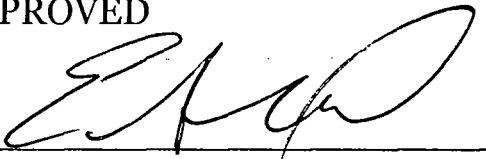
Respectfully submitted,



Joseph A. Moore, Chairman
Committee on Housing and Real Estate



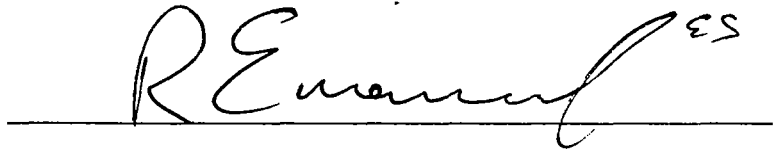
APPROVED



CORPORATION COUNSEL

DATED: 1/24/18

APPROVED



MAYOR

DATED: 1/24/18