



Office of the City Clerk

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Legislation Details (With Text)

File #: O2019-5592
Type: Ordinance
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In control: City Council
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Title: Sublease agreement with Sinai Health System for use of building space at 1111 S Western Ave by Department of Public Health
Sponsors: Lightfoot, Lori E.
Indexes: Lease
Attachments: 1. O2019-5592.pdf

Date	Ver.	Action By	Action	Result
9/18/2019	1	City Council	Passed	Pass
9/11/2019	1	Committee on Housing and Real Estate	Recommended to Pass	
7/24/2019	1	City Council	Referred	

OFFICE OF THE MAYOR
CITY OF CHICAGO

LORI E. LIGHTFOOT
MAYOR

July 24, 2019

TO THE HONORABLE, THE CITY COUNCIL OF
THE CITY OF CHICAGO

Ladies and Gentlemen:

At the request of the Commissioner of Fleet and Facility Management, I transmit herewith an ordinance authorizing the execution of a sublease agreement for property located at 1111 South Western Avenue.

Your favorable, consideration of this ordinance will be appreciated.

Very truly yours,

ORDINANCE

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

SECTION 1: On behalf of the City of Chicago as Subtenant, the Commissioner of the Department of Fleet and Facility Management is authorized to execute a Sublease with Sinai Health System, as Sublandlord, for use of approximately 4,072 square feet of building space located at 1111 South Western Avenue, by the Department of Public Health; such Lease to be approved by the Commissioner of the Department of Public Health, and approved as to form and legality by the Corporation Counsel in substantially the following form:

4

LEASE NO. 10085

SUBLEASE

THIS SUBLEASE (this "Sublease") is made and entered into this _____ day of _____, 2019 (the "Sublease Commencement Date"), by and between the **CITY OF CHICAGO, an Illinois Municipal Corporation and Home Rule Unit of Government, (hereinafter referred to as "City" or "Subtenant")**, and **SINAI HEALTH SYSTEM, an Illinois Not-for-Profit Corporation (hereinafter referred to as "Sublandlord")**.

RECITALS

WHEREAS, pursuant to that certain Lease dated July 29, 2013 (a redacted copy of which is attached hereto as Exhibit B. the "Master Lease"; unless otherwise defined herein, the capitalized terms used in this Sublease shall have the meanings set forth in the Master Lease) between Sublandlord, as tenant, and Eleven Eleven Management LLC, an Illinois limited liability company, as landlord ("Master Landlord"), Sublandlord leases from Master Landlord approximately 6,486 rentable square feet of space located on the first floor (as more particularly described in the Master Lease, the "Master Lease Premises") of the building commonly known as 1111 South Western Avenue, Chicago, Illinois (the "Building"); and

WHEREAS, subject to the terms and conditions of the Master Lease, the term of the Master Lease is currently scheduled to expire on January 31, 2024; and

WHEREAS, Sublandlord has agreed to sublease to the City, and the City has agreed to sublease from Sublandlord, a certain portion of the Master Lease Premises comprised of approximately 4,072 square feet of space (as depicted on the floorplan attached hereto as Exhibit A. the "Sublease Premises") upon the terms and subject to the conditions and provisions set forth in this Sublease; and

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

v

SECTION 1. GRANT

Sublandlord hereby subleases to the City, and the City hereby subleases from Sublandlord, the

Sublease Premises for the term and rental and upon the other terms and conditions hereinafter set forth.

SECTION 2. SUBLEASE TERM

2.1 Sublease Term. The term of this Sublease (the "Sublease Term") shall commence on the Sublease Commencement Date and shall terminate on January 31, 2024, or such earlier date as the Master Lease may be terminated in accordance with its terms or this Sublease may be terminated in accordance with the terms hereof (the "Sublease Termination Date").

1

LEASE NO. 10085

2.2 Option to Extend Sublease Term. The parties acknowledge that pursuant to Section 2.05 [Option to Extend] of the Master Lease, Sublandlord has the option to extend the term of the Master Lease for an additional five (5) years beyond January 31, 2024, subject to the terms and conditions of the Master Lease. In the event that Sublandlord (in Sublandlord's sole discretion), so elects to exercise its option to extend the term of the Master Lease in accordance with the terms and provisions of the Master Lease, then Subtenant shall also have the option to extend the Sublease Term for an additional period of five (5) years commencing on February 1, 2024 and expiring on January 31, 2029, provided, Subtenant shall notify Sublandlord in writing of its desire to so extend the Sublease Term no later than January 31, 2023 (time being of the essence), and the effectiveness of any such election to so extend the Sublease Term shall subject to the written approval of Sublandlord (which Sublandlord approval may be granted or withheld in Sublandlord's sole discretion). If Sublandlord so elects to extend the term of the Master Lease, if Subtenant so elects to extend the Sublease Term, and if Sublandlord so approves the extension of the Sublease Term in writing, then the Sublease Term shall be so extended through and including January 31, 2029 (subject to any sooner termination in accordance with this Sublease or the Master Lease) on all the terms and provisions of this Sublease, including, without limitation, Subtenant's obligation to pay Sublease Gross Rent in accordance with Section 3.1(f) through Section 3.1(j) of this Sublease.

SECTION 3. RENT, TAXES, AND UTILITIES

3.1 Sublease Gross Rent. Commencing on the Sublease Commencement Date and thereafter during the Sublease Term, Subtenant shall pay to Sublandlord monthly gross rent ("Sublease Gross Rent") for the Sublease Premises in the applicable amount per month set forth below, in lawful money of the United States of America. If the Sublease Term begins or ends on a day other than the last day of a month, Sublease Gross Rent for such month shall be prorated. Notwithstanding anything written herein to the contrary, the first monthly installment of Sublease Gross Rent shall be due and payable no later than the Sublease Commencement Date.

The City shall pay Sublandlord Gross Rent for the Sublease Premises in the amount of:

- a) Eight Thousand Eighty-Six and 00/100 Dollars (\$8,086.00) per month for the period beginning on the Sublease Commencement Date and ending on December 31, 2019.

- b) Eight Thousand Two Hundred Eighty-Eight and 00/100 Dollars (\$8,288.00) per month for the period beginning on January 1, 2020 and ending on December 31, 2020.
- c) Eight Thousand Four Hundred Ninety-Five and 00/100 Dollars (\$8,495.00) per month for the period beginning on January 1, 2021 and ending on December 31, 2021.
- d) Eight Thousand Seven Hundred Seven and 00/10 Dollars (\$8,707.00) per month for the period beginning on January 1, 2022 and ending on December 31, 2022.
- e) Eight Thousand Nine Hundred Twenty-Five and 00/100 Dollars (\$8,925.00) per month for the period beginning on January 1, 2023 and ending on January 31, 2024.

2

LEASE NO. 10085

If the Sublease Term is extended pursuant to Section 2.2 above, as may be applicable:

- f) Nine Thousand One Hundred Forty-Eight and 00/100 Dollars (\$9,148.00) per month for the period beginning on February 1, 2024 and ending on January 31, 2025.
- g) Nine Thousand Three Hundred Seventy-Seven and 00/100 Dollars (\$9,377.00) per month for the period beginning on February 1, 2025 and ending on January 31, 2026.
- h) Nine Thousand Six Hundred Eleven and 00/100 Dollars (\$9,611.00) per month for the period beginning on February 1, 2026 and ending on January 31, 2027.
- (i) Nine Thousand Eight Hundred Fifty-One and 00/100 (\$9,851.00) per month for the period beginning on February 1, 2027 and ending on January 31, 2028.
- (j) Ten Thousand Ninety-Seven and 00/100 (\$10,097.00) per month for the period beginning on February 1, 2028 and ending on January 31, 2029.

2 Time and Place of Payment. AH amounts payable by Subtenant under this Sublease are collectively referred to herein as "Rent". All Rent shall be paid to Sublandlord at Sinai Health System, Attn: Accounting, 2621 West 15th Place, Chicago, Illinois 60608, or at such place as Sublandlord may from time to time, designate in writing to the City. Regular installments of Sublease Gross Rent shall be paid no later than the first (1st) day of each month. Notwithstanding the foregoing, the parties agree that Sublease Gross Rent, as applicable to the calendar month of January only, shall be due and payable no later than the thirty-first (31st) day of each January occurring during the Sublease Term. Subtenant's covenant to pay Rent shall be independent of every other covenant in this Sublease, and Rent shall be paid without any prior demand or notice therefor (except as expressly provided herein) and without any deduction, setoff or counterclaim, or relief from any valuation or appraisal laws.

3 Utilities and Telecommunications. Commencing on the Sublease Commencement Date and thereafter during the Sublease Term, the City shall assume responsibility for separately metered utilities that serve the Sublease Premises including gas, electricity, and telecommunications service. Further, the City shall be responsible for the maintenance and repair of any telephone or telecommunications devices required by the City for the City's operations within the Sublease Premises.

4 Additional Services. Subtenant shall pay Master Landlord on or before the applicable due dates under the Master Lease for any and all services requested by Subtenant (including, without limitation, any "extra or additional services" requested by Subtenant in accordance with Section 6.01(d) of the Master Lease) which are billed by Master Landlord directly to Subtenant rather than Sublandlord.

3

LEASE NO. 10085

SECTION 4. CONDITION AND ENJOYMENT OF PREMISES. SURRENDER

1 Condition of Sublease Premises upon Delivery of Possession. Sublandlord shall deliver possession of the Sublease Premises to Subtenant in its current, "AS-IS, WHERE-IS" condition upon the full execution and delivery of this Sublease. By occupying the Sublease Premises, Subtenant shall be deemed to have accepted the Sublease Premises in its condition as of the date of such occupancy. Except as may be expressly provided in this Sublease to the contrary, no representation or warranty regarding the condition of the Sublease Premises or the Building has been made by or on behalf of Sublandlord to Subtenant.

2 Covenant of Quiet Enjoyment. To the extent within Sublandlord's control, Sublandlord covenants and agrees that the City, upon paying the Rent, and upon observing and keeping the covenants, agreements and conditions of this Sublease on its part to be kept, observed and performed, shall lawfully and quietly hold, occupy and enjoy the Sublease Premises during the Term without hindrance or molestation by Sublandlord (subject to the provisions of this Sublease and the Master Lease).

3 Use of the Sublease Premises. Unless otherwise approved by Master Landlord in writing, the City shall use the Sublease Premises only for the Permitted Use as set forth in Section 5.01 of the Master Lease. Sublandlord acknowledges that Subtenant intends on operating a mental health clinic at the Sublease Premises, and Sublandlord (for itself only and without making any representation or warranty on behalf of Master Landlord) shall not object to such use as a violation of Section 5.01 of the Master Lease.

4 Surrender of Sublease Premises. Upon the Sublease Termination Date, or, if sooner, upon the date of termination of Subtenant's right to possession of the Sublease Premises, Subtenant shall surrender the Sublease Premises to Sublandlord in the condition required by the applicable surrender provisions of the Master Lease (including, without limitation, Article 8 [Return of Premises] thereof).

SECTION 5. THE MASTER LEASE

5.1 Incorporation of the Master Lease Generally. This Sublease and all rights of Subtenant hereunder are subject and subordinate to the terms, conditions, provisions and restrictions of the Master Lease, and Subtenant shall be bound by all of the terms, conditions, provisions and restrictions of the Master Lease, and responsible for performance thereof and compliance therewith, except as explicitly set forth in this Sublease. In addition, Subtenant acknowledges that upon any termination of the Master Lease, this Sublease shall terminate, unless Master Landlord elects to have Subtenant attorn to Master Landlord. In the event that the Master Lease is terminated, Sublandlord shall notify Subtenant of such termination of the Master Lease. Except as otherwise provided in this Sublease, all of the terms, conditions, provisions and restrictions of the Master Lease are hereby incorporated into this Sublease by reference and constitute additional terms, conditions, provisions and restrictions of this Sublease, except, however: wherever in the Master Lease the word "Tenant" appears, for purposes of this Sublease, the word "Subtenant" shall be substituted; wherever in the Master Lease the word "Landlord" appears, for purposes of this Sublease, the word "Sublandlord" shall be substituted

4

LEASE NO. 10085

(subject to the limitations hereinafter provided); wherever in the Master Lease the word "Premises" appears, the words "Sublease Premises" shall be substituted; wherever in the Master Lease the word "Term" appears, the word "Sublease Term" shall be substituted; wherever in the Master Lease the phrase "Base Rent" appears, the phrase "Sublease Gross Rent" shall be substituted; and wherever in the Master Lease the word "Rent" is used, for the purposes of this Sublease, such term shall mean "Rent" as defined in this Sublease. Subtenant hereby assumes and agrees to perform faithfully and be bound by all of Sublandlord's obligations, covenants, agreements and liabilities under the Master Lease (as "Tenant" thereunder), and all terms and provisions thereof, all to the extent applicable to the Sublease Premises; provided, however, notwithstanding anything herein to the contrary, the following provisions of the Master Lease are not incorporated into this Sublease by reference: the final two (2) grammatical sentences of Article 1 [Grant of Lease; Premises], Article 2 [Term; Possession], Article 3 [Base Rent], Article 4 [Rent Adjustments], the second (2nd) grammatical sentence of Section 5.01 [Permitted Use], Section 5.02 [Exclusive Use], the second (2nd) grammatical paragraph of Article 7 [Condition and Care of Premises], Section 12.01 [Landlord's Work and Tenant's Work], Section 12.02 [Tenant Allowance], Section 12.04 [Signs], Article 24 [Real Estate Brokers], Article 25 [Notices], Article 27 [Security Deposit], Exhibit B [Floor Plan for the Premises], Exhibit C [Stipulation of Term of Lease], Exhibit E [Tenant's Signs], and Workletter.

5.2 Clarifications Regarding Incorporation of the Master Lease. Without limitation of the foregoing (and notwithstanding anything to the contrary in any of the provisions of the Master Lease which are incorporated herein by reference):

- a) Subtenant shall not make any alterations, additions or improvements (collectively, "Alterations") in or to the Sublease Premises without (i) Sublandlord's prior written consent, which may be withheld in Sublandlord's reasonable discretion, (ii) the prior written approval of Master Landlord to the proposed Alterations and the proposed general contractor performing the Alterations (to the extent required under the Master Lease), (iii) complying with all of the applicable terms and provisions of the Master Lease with respect to Alterations (including, without limitation, Section 12.03 of the Master Lease), and (iv)

payment of any and all costs and expenses incurred by Sublandlord and Master Landlord in connection with the Alterations (including any and all fees payable pursuant to the Master Lease);

b) If Subtenant desires to take any other action and the Master Lease would require that Sublandlord obtain the consent of Master Landlord before undertaking any action of the same kind, Subtenant shall not undertake the same without the prior written consent of Sublandlord, which consent shall be given or withheld in accordance with the applicable standard set forth in the Master Lease (e.g., if the Master Lease provides Master Landlord can act in its sole discretion, Sublandlord may act in its sole discretion or if the Master Lease requires Master Landlord to be reasonable, Sublandlord must also act reasonably). In all events, Sublandlord may condition its consent on the consent of Master Landlord being obtained, provided Sublandlord shall make commercially reasonable efforts to assist Subtenant in obtaining Master Landlord's consent at no additional cost to Sublandlord;

LEASE NO. 10085

c) All rights, privileges, options, reservations and remedies, granted or allowed to or held by Master Landlord under the Master Lease (including, without limitation, any right to enter the Sublease Premises), shall inure to the benefit of Sublandlord with respect to this Sublease;

d) Subtenant shall maintain insurance of the kinds and in the amounts required to be maintained by Sublandlord under the Master Lease, or (provided that Master Landlord does not object) shall self-insure for the same kinds and amounts of insurance that are required to be maintained by Sublandlord under the Master Lease. All policies of insurance to be maintained by Subtenant hereunder, except to the extent that adjustment is required to account for self-insurance, shall comply with the provisions of the Master Lease. All policies of liability insurance, as applicable, shall name as additional insureds the Master Landlord and Sublandlord and any other parties required to be so named under the Master Lease, or as otherwise requested by Sublandlord. On or prior to the date that Subtenant takes possession of the Sublease Premises, Subtenant shall, if not self-insuring, deliver to Sublandlord and Master Landlord certificates of insurance satisfactory to Sublandlord and Master Landlord evidencing the coverages required under the Master Lease, and no later than thirty (30) days prior to the expiration of any such policies, Subtenant will provide Sublandlord and Master Landlord with reasonable evidence of the renewal thereof. If Subtenant elects to self-insure, Subtenant shall provide Sublandlord and Master Landlord with a self-insurance letter;

e) Subtenant shall not do anything, or suffer or permit anything to be done, which could result in a default under the Master Lease or permit the Master Lease to be cancelled or terminated; and

f) In addition to the provisions of Article 13 [Assignment and Subletting] of the Master Lease which are incorporated herein by reference, the following provisions shall apply with respect to any proposed assignment or subletting:

i) If Subtenant desires to assign this Sublease or to sublet all or any portion of the Sublease Premises, Subtenant shall give Sublandlord written notice of the proposed assignment or subletting, containing the name of the proposed assignee or subtenant, a description of the

proposed assignee's or subtenant's business, certified financial statements of the proposed assignee or subtenant, all of the information required under Article 13 [Assignment and Subletting] of the Master Lease and such other information with respect to the assignee and/or subtenant and/or assignment transaction as Sublandlord and/or Master Landlord may reasonably require, along with a copy of the proposed assignment or sublease document.

ii) In addition to any other reasonable basis upon which Sublandlord may withhold its consent, it shall not be deemed unreasonable for Sublandlord to withhold its consent to any proposed assignment or subletting if (A) any of the conditions to Master Landlord's approval of an assignment or subletting under Article 13 [Assignment and Subletting] of the Master Lease are not satisfied, or

6

LEASE NO. 10085

(B) Master Landlord does not approve the proposed assignment or subletting (and Sublandlord may condition Sublandlord's consent upon the receipt of a consent from Master Landlord in form reasonably satisfactory to Sublandlord).

(iii) Subtenant shall, upon demand, reimburse Sublandlord for all reasonable out-of-pocket expenses (including reasonable attorneys' fees) incurred by Sublandlord in connection with any requested consent for assignment or subletting (whether or not such consent is granted), and without limiting the foregoing, Subtenant shall be responsible for any charges owed by Sublandlord to Master Landlord under the Master Lease on account of any request for assignment or subletting made by Subtenant.

5.3 Limitations on the Incorporation of the Master Lease. Notwithstanding anything herein or in the Master Lease to the contrary (including, without limitation, the provisions of the Master Lease which have been incorporated by reference), Sublandlord and Subtenant hereby agree as follows:

a) No Rent due and payable under this Sublease shall abate (nor shall Subtenant have any right to terminate this Sublease) by reason of any damage to, destruction of, or condemnation with respect to, the Sublease Premises or the Building or any part thereof, or as the result of any interruption in any services provided to the Sublease Premises, unless, and then only to the extent that, rental actually abates under the Master Lease on account of such event;

b) Subtenant shall not have any right to any portion of the proceeds of any award for a condemnation or other taking, or a conveyance in lieu thereof, of all or any portion of the Building or the Sublease Premises, provided that Subtenant may, to the extent permitted under the Master Lease, assert a separate claim for Subtenant's moving expenses or personal property taken in connection with such condemnation event;

c) Subtenant shall not have any right to exercise, and shall not have any right to cause Sublandlord to exercise, any option under the Master Lease, including, without limitation, any option to extend the term of the Master Lease, any option to expand the Master Lease Premises or any option to terminate the Master Lease;

d) As between Sublandlord and Subtenant, in the event of any conflict between the terms, conditions and provisions of the Master Lease and the terms, conditions and provisions of this Sublease, the terms, conditions and provisions of this Sublease shall, in all instances, govern and control;

e) Subtenant is not required to pay Base Rent or Rent Adjustments payable under the Master Lease (as Subtenant is required to pay Rent to Sublandlord only in accordance with the terms and provisions of this Sublease; subject, in any case, to Section 3 above);

f) Except as expressly provided in this Sublease, any provisions in the Master Lease allowing (or purporting to allow) Sublandlord any rent concessions, abatements or construction allowances do not apply to this Sublease;

7

LEASE NO. 10085

g) Any obligation of Master Landlord to obtain certain insurance policies in accordance with the Master Lease shall not be obligations of Sublandlord under this Sublease; and

h) Notwithstanding anything in Article 1 [Grant of Lease; Premises] of the Master Lease to the contrary, the City shall be permitted to utilize a proportionate share of the Parking Spaces available to Sublandlord pursuant to the Master Lease (i.e., as of the Effective Date, the City shall be permitted to utilize eleven (11) of the twenty-two (22) total Parking Spaces so available to Sublandlord), all subject to any applicable parking rules and regulations as may be established by Master Landlord for the parking lot serving the Building from time to time.

4 Limitation on Sublandlord Obligations. It is expressly understood and agreed that notwithstanding the incorporation by reference of certain terms and provisions of the Master Lease into this Sublease, Sublandlord does not assume and shall not have any of the obligations or liabilities of Master Landlord under the Master Lease, including, without limitation, any obligation to perform services, maintenance or any other act respecting the Sublease Premises which are the responsibility of Master Landlord under the Master Lease (including, without limitation, any obligations or liabilities of Master Landlord to provide services in accordance with Article 6 [Services] of the Master Lease); and further, Sublandlord is not making any representations or warranties made by Master Landlord in accordance with the Master Lease, and Sublandlord is not providing any indemnities made or provided by Master Landlord in accordance with the Master Lease. With respect to work, services, repairs and restoration or the performance of other obligations required of Master Landlord under the Master Lease, whether or not such provisions are incorporated into this Sublease by reference, Sublandlord's sole obligation with respect thereto shall be to request the same, upon written request from Subtenant, and to use commercially reasonable efforts to obtain the same from Master Landlord. Such efforts shall consist of, upon Subtenant's request, promptly notifying Master Landlord of any applicable non-performance under the Master Lease (upon obtaining actual knowledge thereof or upon receipt of written notice thereof from Subtenant) and requesting that Master Landlord perform its obligations under the Master Lease. Sublandlord shall not be liable in damages, nor shall Rent abate hereunder, for or on account of any failure by Master Landlord to perform the obligations and duties imposed on it under the Master Lease, unless, and then only to the extent that, rental and other payments actually abate under the Master Lease on

account of such failure.

5 Maintenance of Master Lease. Sublandlord will maintain the Master Lease in full force and effect during the Sublease Term (to the extent that the same is within Sublandlord's control) and will not cause or knowingly allow to be caused any default by Sublandlord under the Master Lease which shall remain uncured at the expiration of the applicable cure period set forth therein; provided, however, that nothing contained herein shall be deemed to be obligate Sublandlord to cure any default under the Master Lease which was caused by any act or omission of Subtenant or any failure of Subtenant to perform the obligations of Sublandlord under the Master Lease that have been assumed by Subtenant under, or incorporated into, this Sublease.

8

LEASE NO. 10085

5.6 No Privity Between Subtenant and Master Landlord. Nothing contained in this Sublease shall be construed to create privity of estate or contract between Subtenant and Master Landlord, except the agreements of Subtenant in Section 3.4 and Section 7 hereof in favor of Master Landlord, and then only to the extent of the same.

SECTION 6. DEFAULT

1 Events of Default. For the purposes of this Sublease, a "Default" by Subtenant shall be deemed to have occurred in any or all of the following events and/or occurrences:

- a) Any event or occurrence (after any applicable period of notice and cure) which would constitute an "Default" under the terms of Article 17 [Default] of the Master Lease, but only if such event or occurrence relates to or arises from (A) any act, failure to act or negligence of Subtenant or any of its agents, officers, employees, guests, servants, invitees, customers or contractors, or (B) any obligation of Subtenant under this Sublease, including, without limitation, any obligation of Subtenant under the terms of the Master Lease incorporated into this Sublease in accordance with Section 5 above.
- b) Any event or occurrence which causes Sublandlord, as "Tenant" under the Master Lease, to commit a "Default" under the Master Lease, but only if such event or occurrence relates to or arises from (A) any act, failure to act or negligence of Subtenant or any of its agents, officers, employees, guests, servants, invitees, customers or contractors, or (B) any obligation of Subtenant under this Sublease, including, without limitation, any obligation of Subtenant under the terms of the Master Lease incorporated into this Sublease in accordance with Section 6 above.

2 Remedies. In the event of any Default pursuant to Section 6.1 above, Sublandlord may exercise, without limitation of any other rights and remedies available to it hereunder or at law or in equity, any and all rights and remedies available to Master Landlord under the Master Lease in the event of an "Default" by Sublandlord as "Tenant" thereunder.

SECTION 7. WAIVER OF SUBROGATION AND CERTAIN CLAIMS: INDEMNITIES

7.1 Waiver of Subrogation. Sublandlord and Subtenant agree to have all fire and extended coverage and other property damage insurance which may be carried by either of them endorsed with a clause providing that any release from liability of or waiver of claim for recovery from the other party entered into in writing by the insured thereunder prior to any loss or damage shall not affect the validity of such policy or the right of the insured to recover thereunder, and providing further that the insurer waives all rights of subrogation which such insurer might have against the other party. Without limiting any release or waiver of liability or recovery set forth elsewhere in this Sublease, and notwithstanding anything in this Sublease which may appear to be to the contrary, each of the parties hereto waives 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. Notwithstanding the foregoing or anything contained in this Sublease to the contrary, any release or any waiver of claims shall not be operative, nor shall the foregoing endorsements be required, in any case where the effect of such release or waiver is to invalidate insurance

LEASE NO. 10085

coverage or to invalidate the right of the insured to recover thereunder or to increase the cost thereof (provided that in the case of increased cost, the other party shall have the right, within ten (10) days following written notice thereof, to pay such increased cost and thereby keep such release or waiver in full force and effect).

7.2 , Waiver of Certain Claims. To the extent permitted by law, and except in the case of the negligence or willful misconduct of the applicable benefiting party, Sublandlord and/or Master Landlord and/or any of their respective employees, agents or contractors shall not be liable to Subtenant, or any person claiming by, through or under Subtenant, and Subtenant waives all claims for damage to person or property sustained by Subtenant, or any person claiming by, through or under Subtenant, resulting from any accident, occurrence, business interruption, or any loss or damage to property or injury to or death of persons occurring in the Sublease Premises or the Building or in any manner growing out of or connected with Subtenant's use and occupation of the Sublease Premises or the Building or the condition thereof, including, but not limited to, claims for resulting from: (i) any equipment or appurtenances becoming out of repair; (ii) Sublandlord's failure to keep the Sublease Premises or the Building in repair; (iii) injury or damage done or occasioned by wind, water, or other natural element; (iv) any defect in or failure of plumbing, heating, ventilating, or air-conditioning equipment, electric wiring or installation thereof, gas, water and steam pipes, stairs, railings, or walks; (v) broken glass; (vi) the backing up of any sewer pipe or downspout; (vii) the bursting, leaking or running of any tank, tub, washstand, sprinkler system, water closet, waste pipe, drain or any other pipe or tank in, upon, or about such the Sublease Premises or the Building; (viii) the escape of steam or hot water; (ix) water, snow or ice being upon or coming through the roof, skylight, trapdoor, stairs, walks or any other place upon or near such the Sublease Premises or the Building or otherwise; (x) the falling of any fixtures, plaster or stucco; and (xi) any act, omission or negligence of tenants or of other persons or occupants of the Building or of adjoining or contiguous buildings or of owners of adjacent or contiguous property (or their respective

employees, agents, invitees, licensees or contractors). Subtenant agrees to have all insurance which may be carried by Subtenant endorsed with a clause providing that any release from liability of or waiver of claim for recovery from Sublandlord and/or Master Landlord entered into by Subtenant prior to any loss or damage shall not affect the validity of said policy or the right of the insured to recover thereunder and providing further that the insurer waives all rights of subrogation which such insurer might have against the other party.

3 **Damage Caused by Subtenant's Neglect.** If any damage to the Sublease Premises or the Building or any equipment or appurtenance therein belonging to Sublandlord and/or Master Landlord results from any act or neglect of Subtenant, its employees, agents, contractors, or licensees, Subtenant shall be liable therefor and Sublandlord and/or Master Landlord, at its option, may repair such damage and Subtenant, upon demand by Sublandlord and/or Master Landlord (as applicable), shall reimburse the applicable demanding party for all costs of such repairs and damages in excess of amounts, if any, paid to Sublandlord and/or Master Landlord, as applicable, under insurance covering such damage.

4 **Subtenant Responsible for Personal Property.** All personal property belonging to Subtenant or any occupant of the Sublease Premises that is in the Building or the Sublease

LEASE NO. 10085

Premises shall be there at the risk of Subtenant or other person only and Sublandlord shall not be liable for damage thereto or theft or misappropriation thereof.

7.5 **Indemnification by Subtenant.** To the extent not prohibited expressly by law and subject to Section 7.1 above, except for liability caused by the negligence or willful acts of the applicable indemnified parties, Subtenant agrees to hold Sublandlord, Master Landlord and each of their respective beneficiaries, if any, and each of their respective agents, servants and employees, harmless, defend, and to indemnify each of them against claims and liabilities, including reasonable attorneys' fees, for injuries to all persons and damage to or theft, misappropriation or loss of property occurring in or about the Sublease Premises arising from Subtenant's occupancy of the Sublease Premises or the conduct of its business or from any activity, work or thing done, permitted or suffered by Subtenant in or about the Sublease Premises or from any breach or default on the part of Subtenant in the performance of any covenant or agreement on the part of Subtenant to be performed pursuant to the terms of this Sublease or due to any other act or omission of Subtenant, its agents, contractors, licensees or employees, but only to the extent of Sublandlord's liability, if any, in excess of amounts, if any, paid to Sublandlord under insurance covering such claims or liabilities. Subtenant's obligations and liabilities pursuant to this Section shall survive the expiration or earlier termination of this Sublease. The indemnification provided in this Section 7.5 will not be effective until this Sublease is approved by the City Council of the City of Chicago as contemplated in Section 9.10 below, and Subtenant makes no warranties that City Council will approve this Sublease.

7.6 Indemnification by Sublandlord. To the extent not prohibited expressly by law and subject to Section 7.1 above, except for liability caused by the negligence or willful acts or omissions of Subtenant its agents, servants or employees, or Subtenant's violations of its duties and obligations pursuant to this Sublease, Sublandlord agrees to hold Subtenant and its beneficiaries, if any, and their agents, servants and employees, harmless, defend, and to indemnify each of them against claims and liabilities, including reasonable attorneys' fees, for injuries to all persons and damage to or theft, misappropriation or loss of property occurring in or about the Building arising from any breach or default on the part of Sublandlord in the performance of any covenant or agreement on the part of Sublandlord to be performed pursuant to the terms of this Sublease or due to any other act or omission of Sublandlord, its agents, licensees or employees, but only to the extent of Subtenant's liability, if any, in excess of amounts, if any, paid to Subtenant under insurance covering such claims or liabilities. Sublandlord's obligations and liabilities pursuant to this Section shall survive the expiration or earlier termination of this Sublease. The indemnification provided in this Section 7.6 will not be effective until this Sublease is approved by the City Council of the City of Chicago as contemplated in Section 9.1Obelow.

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), either direct or indirect, in the Sublease Premises; nor shall any such official, employee, or member participate in making or in

11

LEASE NO. 10085

any way attempt to use his or her position to influence any City governmental decision or action with respect to this Sublease.

8.2 Duty to Comply with Governmental Ethics Ordinance. Sublandlord and the City 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 as to the City of Chicago.

SECTION 9. MISCELLANEOUS

9.1 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 Sublandlord to the City 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 the City as follows:

City of Chicago
Department of Fleet and Facility Management Office of
Real Estate Management 30 North LaSalle Street, Room
300 Chicago, Illinois 60602

With a copy to:

City of Chicago
Chicago Department of Public Health 333 South State
Street, Room 200 Chicago, Illinois 60604

or at such other place as the City may from time to time designate by written notice to Sublandlord and to the City at the Sublease Premises. All notices, demands, and requests by the City to Sublandlord 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 Sublandlord as follows:

Sinai Health System Attn: Real Estate
Services 1500 S.Fairfield Chicago, IL
60608

or at such other place as Sublandlord may from time to time designate by written notice to the City. Any notice, demand or request which shall be served upon Sublandlord by the City, or upon the City by Sublandlord, in the manner aforesaid, shall be deemed to be sufficiently served or given for all purposes hereunder at the time such notice, demand or request shall be mailed.

12

LEASE NO. 10085

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

3 Governing Law. This Sublease shall be construed and be enforceable in accordance with the laws of the State of Illinois.

4 Entire Agreement. All preliminary and contemporaneous negotiations with respect to the subject matter hereof are merged into and incorporated in this Sublease. This Sublease 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 parties hereto. There are no promises, terms, conditions, or obligations other than those contained herein, and this Sublease supersedes all previous communications, representations, or agreements, either verbal or written, between the parties hereto.

5 Captions and Section Numbers. The captions and section numbers appearing in this Sublease 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 Sublease nor in any way affect this Sublease.

6 Binding Effect of Agreement. The covenants, agreements, and obligations contained in this Sublease shall extend to, bind, and inure to the benefit of the parties hereto and their legal representatives, heirs, successors, and assigns.

7 Time is of the Essence. Time is of the essence of this Sublease and of each and every provision hereof.

8 No Principal/Agent or Partnership Relationship. Nothing contained in this Sublease shall be deemed or construed by the parties hereto nor by any third party as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto.

9 Authorization to Execute Agreement. The parties executing this Sublease hereby represent and warrant that its duly authorized and acting representative(s) have executed this Sublease and this Sublease the binding obligation of Sublandlord and the City respectively, subject to no contingencies or conditions except as specifically provided herein.

10 Termination of Agreement. Approval of this Sublease by the City Council of the City of Chicago is required for continuation of the Term beyond the initial one hundred eighty (180) days from the Sublease Commencement Date, and the City shall have a right to terminate this Sublease by providing five (5) days' prior written notice if this Sublease is not so approved by the City Council prior to one hundred seventy-five (175) days after the Sublease Commencement Date. Further, the City shall have the right to terminate this Sublease without

13

4

LEASE NO. 10085

cause by providing no less than one hundred eighty (180) days prior written notice to Sublandlord (provided in no event shall any such notice be delivered sooner than January 1, 2020). Any such early termination as provided in this Section 9.10 shall be without prepayment or penalty.

9.11 No Broker. The City warrants to Sublandlord and Sublandlord warrants to the City that no broker or finder (a) introduced the City to the Sublease Premises, (b) assisted the City in the negotiation of this Sublease, or (c) dealt with the City on the City's behalf in connection with the Sublease Premises or this Sublease. Subject to the foregoing warranty made by the City, in no event shall the City make any payments to any broker(s) on account of this Sublease.

12 No Construction against Preparer. This Sublease shall not be interpreted in favor of either the City or Sublandlord. City and Sublandlord acknowledge that both parties participated fully in the mutual drafting of this Sublease.

13 Attorneys' Fees. In the event of any litigation or arbitration between Sublandlord and Subtenant, whether based on contract, tort or other cause of action or involving bankruptcy or similar proceedings, in any way related to this Sublease, the non-prevailing party shall pay to the prevailing party all reasonable attorneys' fees and costs and expenses of any type, without restriction by statute, court rule or otherwise, incurred by the prevailing party in connection with any action or proceeding (including arbitration proceedings, any appeals and the enforcement of any judgment or award), whether or not the dispute is litigated or prosecuted to final judgment. The "prevailing party" shall be determined based upon an assessment of which party's major arguments or positions taken in the action or proceeding could fairly be said to have prevailed (whether by compromise, settlement, abandonment by the other party of its claim or defense, final decision after any appeals, or otherwise) over the other party's major arguments or positions on major disputed issues. Any fees and cost incurred in enforcing a judgment shall be recoverable separately from any other amount included in the judgment and shall survive and not be merged in the judgment.

SECTION 10. ADDITIONAL RESPONSIBILITIES

1 Custodial Services. Subject to the applicable terms and provisions of the Master Lease (as incorporated herein), the City shall provide and pay for nightly custodial services which shall be construed as cleaning, washing, emptying wastepaper baskets, and sweeping of any kind.

2 City Signage. Sublandlord shall use commercially reasonable efforts (at no additional cost to Sublandlord) to assist the City in obtaining approval from Master Landlord to install and maintain, at the City's sole cost, a sign on the front exterior of the Sublease Premises and the Building provided that it complies with applicable laws. Upon the expiration or earlier termination of this Sublease, the City shall remove any such signage at the sole cost of the City.

3 Illegal Activity. The City, or any of its agents or employees, shall not perform or permit any practice that is injurious to the Sublease Premises or unreasonably disturbs other

LEASE NO. 10085

tenants of the Building, is illegal, or increases the rate of insurance on the Sublease Premises or the Building.

4 Vending Machines. Sublandlord shall use commercially reasonable efforts (at no additional cost to Sublandlord) to assist the City in obtaining approval from Master Landlord to place vending machines within the Sublease Premises and derive revenue therefrom. The City, or the City's contractor, shall maintain any such vending machines in accordance with all applicable laws.

5 Biometrics Machine. The City shall be responsible for the maintenance of any biometrics machine or other employee tracking devices that the City may elect to install within the Sublease Premises.

6 Building Rules. The City shall comply with all reasonable rules and regulations in place on the Effective Date or thereafter promulgated in writing by Sublandlord or Master Landlord for use or access to the Building.

7 Economic Disclosure Statement Affidavit Updates. Throughout the Sublease Term, upon any request from the City, Sublandlord shall provide the City with any material updates to the information previously submitted in Sublandlord's Economic Disclosure Statement Affidavit.

SECTION 11. SUBLANDLORD DISCLOSURES AND AFFIRMATIONS

1 Business Relationships. Sublandlord 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 the City official or employee with respect to any matter involving any person with whom the elected City official or employee has a "Business Relationship" (as described in Section 2-156-080 of the Municipal Code 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 Sublease, 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 Sublease shall be grounds for termination of this Sublease and the transactions contemplated hereby. Sublandlord hereby represents and warrants that no violation of Section 2-156-030 (b) has occurred with respect to this Sublease or the transactions contemplated hereby.

2 Patriot Act Certification. Sublandlord represents and warrants that neither Sublandlord 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

LEASE NO. 10085

Entity List and the Debarred List. As used in this Section, an "Affiliate" shall be deemed to be a person or entity related to Sublandlord that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with Sublandlord, 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.

11.3 Prohibition on Certain Contributions-Mayoral Executive Order No. 2011-4. Sublandlord agrees that Sublandlord, any person or entity who directly or indirectly has an ownership or beneficial interest in Sublandlord of more than 7.5 percent ("Owners"), spouses and domestic partners of such Owners, Sublandlord's contractors (i.e., any person or entity in direct contractual privity with Sublandlord regarding the subject matter of this Sublease) ("Contractors"), any person or entity who directly or indirectly has an ownership or beneficial interest in any Contractor of more than 7.5 percent ("Sub-owners") and spouses and domestic partners of such Sub-owners (Sublandlord and all the other preceding classes of persons and entities

are together the "Identified Parties"), shall not make a contribution of any amount to the Mayor of the City of Chicago (the "Mayor") or to his political fundraising committee (a) after execution of this Sublease by Sublandlord, (b) while this Sublease or any Other Contract (as hereinafter defined) is executory, (c) during the Sublease Term of this Sublease or any Other Contract, or (d) during any period while an extension of this Sublease or any Other Contract is being sought or negotiated. This provision shall not apply to contributions made prior to May 16, 2011, the Sublease Commencement Date of Executive Order 2011-4.

Sublandlord represents and warrants that from the later of (a) May 16, 2011, or (b) the date the City approached Sublandlord, or the date Sublandlord approached the City, as applicable, regarding the formulation of this Sublease, no Identified Parties have made a contribution of any amount to the Mayor or to his political fundraising committee.

Sublandlord agrees that it shall not: (a) coerce, compel or intimidate its employees to make a contribution of any amount to the Mayor or to the Mayor's political fundraising committee; (b) reimburse its employees for a contribution of any amount made to the Mayor or to the Mayor's political fundraising committee; or (c) bundle or solicit others to bundle contributions to the Mayor or to his political fundraising committee.

Sublandlord agrees that the Identified Parties must not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order No. 2011-4 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order No. 2011-4.

Notwithstanding anything to the contrary contained herein, Sublandlord agrees that a violation of, non-compliance with, misrepresentation with respect to, or breach of any covenant or warranty under this Sublease or violation of Mayoral Executive Order No. 2011-4 constitutes a breach and default under this Sublease, and under any Other Contract for which no opportunity to cure will be granted, unless the City, in its sole discretion, elects to grant such an opportunity

LEASE NO. 10085

to cure. Such breach and default entitles the City to all remedies (including, without limitation, termination for default) under this Sublease, and under any Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

If Sublandlord intentionally violates this provision or Mayoral Executive Order No. 2011-4 prior to the Closing, the City may elect to decline to close the transaction contemplated by this Sublease.

For purposes of this provision:

a) "Bundle" means to collect contributions from more than one source, which contributions are then delivered by one person to the Mayor or to his political fundraising committee.

b) "Other Contract" means any other agreement with the City to which Sublandlord is a party that is (i) formed under the authority of Chapter 2-92 of the Municipal Code of Chicago; (ii) entered into for the purchase or Sublease of real or personal property; or (iii) for materials, supplies, equipment or services which are approved or authorized by the City Council.

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

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

i) they are each other's sole domestic partner, responsible for each other's common welfare; and

ii) neither party is married; and

iii) the partners are not related by blood closer than would bar marriage in the State of Illinois; and

iv) each partner is at least 18 years of age, and the partners are the same sex, and the partners reside at the same residence; and

v) two of the following four conditions exist for the partners:

1) The partners have been residing together for at least 12 months.

2) The partners have common or joint ownership of a residence.

3) The partners have at least two of the following arrangements: (A) joint ownership of a motor vehicle;

17

LEASE NO. 10085

B) joint credit account;

C) a joint checking account;

D) a Sublease for a residence identifying both domestic partners as landlords.

(4) Each partner identifies the other partner as a primary beneficiary in a will.

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

4 Waste Ordinance Provisions. In accordance with Section 11-4-1600(e) of the Municipal Code of Chicago, Sublandlord warrants and represents that, to the best of its actual knowledge without inquiry or investigation, Sublandlord and its contractors and subcontractors, have not violated and are not in violation of any provisions of Section 7-28 or Section 11 -4 of the Municipal Code (the "Waste Sections"). During the period while this Sublease is executory, Sublandlord's, any general contractor's or any subcontractor's violation

of the Waste Sections, whether or not relating to the performance of this Sublease, constitutes a breach of and an event of default under this Sublease, 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 the Sublease, at law or in equity. This section does not limit Sublandlord's, general contractor's and its subcontractors' duty to comply with all applicable federal, state, county and municipal laws, statutes, ordinances and executive orders, in effect now or later, and whether or not they appear in this Sublease. Non-compliance with these terms and conditions may be used by the City as grounds for the termination of this Sublease, and may further affect Sublandlord's eligibility for future contract awards. In accordance with Section 11-4-1600(e) of the Municipal Code of Chicago, a violation of Section 7-28-390, 7-28-440, 11-4-1410, 11-4-1420, 11-4-1450, 11-4-1500, 11-4-1530, 11-4-1550, or 11-4-1560 by the Sublandlord, whether or not in the performance of this Sublease, shall be a breach of this Sublease.

5 Failure to Maintain Eligibility to do Business with City. Failure by Sublandlord 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 Sublease and the transactions contemplated thereby. Sublandlord shall at all times comply with Section 2-154-020 of the Municipal Code of Chicago.

6 Cooperation with Office of Inspector General. It is the duty of Sublandlord and all officers, directors, agents, partners, and employees of Sublandlord to cooperate with the Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Municipal Code. Sublandlord represents and warrants that it understands and will abide by all provisions of Chapter 2-56 of the Municipal Code.

7 2014 Hiring Plan Prohibitions.

18

LEASE NO. 10085

(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) Sublandlord is aware that City policy prohibits City employees from directing any individual to apply for a position with Sublandlord, either as an employee or as a subcontractor, and from directing Sublandlord to hire any individual as an employee or as a subcontractor. Accordingly, Sublandlord must follow its own hiring and contracting procedures, without being influenced by City or City employees. Any and all personnel provided by Sublandlord under this Sublease are employees or subcontractors of Sublandlord, 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 Sublandlord.

iii) Sublandlord will not condition, base, or knowingly prejudice or affect any term or aspect to the employment of any personnel provided under this Sublease, or offer employment to any individual to provide services under this Sublease, 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 Sublease, 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 Sublandlord by a City employee or City official in violation of paragraph (ii) above, or advocating a violation of paragraph (iii) above, Sublandlord 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 Sublease. Sublandlord will also cooperate with any inquiries by OIG Hiring Oversight.

11.8 Non-Discrimination. Sublandlord shall not discriminate on the basis of race, color, sex, gender identity, age, religion, disability, national origin, ancestry, sexual orientation, marital status, parental status, military discharge status, source of income, nor against anyone seeking contraceptive or family planning services from the City, in its provision of services or with respect to any individual seeking access to the City's Sublease Premises in the Building or in the administration of this Sublease.

SECTION 12. CONSENT TO SUBLEASE

Sublandlord and Subtenant acknowledge that the Master Lease requires Sublandlord to obtain the written consent of Master Landlord to this Sublease, and Sublandlord and Subtenant

19

LEASE NO. 10085

agree that this Sublease shall not be effective until such written consent is obtained from Master Landlord. In the event that, within sixty (60) days after the execution hereof, Master Landlord's written consent to this Sublease has not been obtained, then this Sublease may be terminated by either of Sublandlord or Subtenant upon written notice to the other party (provided such notice is delivered prior to any actual delivery of Master Landlord's consent to this Sublease), and upon such termination neither party hereto shall have any further rights against or obligations to the other party hereto, and Sublandlord shall promptly return any prepaid Rent to Subtenant.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

20

LEASE NO. 10085

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

SUBLANDLORD:

SINAI HEALTH SYSTEM,
an Illinois Not-for-Profit Corporation

By:

Name: Title:

SUBTENANT:

CITY OF CHICAGO,

an Illinois Municipal Corporation and Home Rule Unit of Government

By: DEPARTMENT OF FLEET AND FACILITY MANAGEMENT

By:

Commissioner

By: DEPARTMENT OF PUBLIC HEALTH

Commissioner

APPROVED AS TO FORM AND LEGALITY: BY: THE DEPARTMENT OF LAW

By:

Chief Assistant Corporation Counsel

By:

21

LEASE NO. 10085

EXHIBIT A

SUBLEASE PREMISES

QB\56279433.5

EXHIBIT B MASTER LEASE

[See attached],

QB\56279433.5

OFFICE LEASE

Between

Eleven Eleven Management LLC, an Illinois limited liability company,

Landlord,

and

Sinai Health System, an Illinois not-for-profit corporation,

Tenant

Dated: July 29, 2013

TABLE OF CONTENTS

Article 1 Article 2

Grant of Lease; Premises Term; Possession

2.01 2.02 2.03 2.04 2.05 2.06

Base Rent

Term

Early Possession Failure to Deliver Possession Lease Year Dennded Option to Extend Stipulation of Term of Lease

1	Base Rent
2	Manner of Payment

Rent Adjustments

1	Obligation to Pay Rent Adjustments
2	Definitions
3	Computation of Rent Adjustments
4	Payments of Rent Adjustments; Projections
5	Readjustments
6	Books and Records
7	Audit Procedures
8	Proration and Survival
9	No Decrease in Base Rent
10	Additional Rent

Articles

Article 6

Article 7 Article 8
Use of Premises

- 1 Permitted Use
- 2 Exclusive Use

Services

- 1 Services
- 2 Failure to Pay for Services
- 3 Failure to Furnish Services
- 4 Regulations Regarding Utilities Services

Condition and Care of Premises Return of Premises

8.01 8.02 8.03 8-04

Surrender of Possession Installations and Additions Trade Fixtures and Personal Property Survival

Article 9 Article 10 Article 11

Article 12

Article 13

Holding Over

Rules and Regulations

Rights Reserved to Landlord

11.01 Rigi³ Reserved to Landlord 11.02 Use of Roof and Land

Improvements and Alterations

- 12.01 Landlord's Work and Tenant's Work
- 2 Tenant Allowance
- 3 Alterations

- 4 Signs
- 5 Construction Escrow

Assignment and Subletting

- 13.01
- 13.02
- 13.03
- 13.04
- 13.05
- 13.06
- 13.07
- 13.08
- 13.09

Assignment and Subletting

Rentals Based on Net Income

Tenant to Remain Obligated .

TeSsNotice; Landlord's Right to Termmate

Landlord's Consent

Profits

Assignee to Assume Obligations

Change of Control Permitted Transferee

Waiver of Certain Claims; Indemnity by Tenant

- 14.01
- 14.02
- 14.03
- 14.04
- 14.05
- 14.06

Waiver of Certain Claims; Indemnity by Tenant Damage Caused by Tenant's Neglect Tenant Responsible for Personal Property Indemnification by Tenant Indemnification by Landlord Matters of Record

Damage or Destruction by Casualty

2

- 1 Damage or Destruction by Casualty
- 2 Abatement of Rent

Article 16 , Eminent Domain Article 17 Default

- 1 Events of Default
- 2 Rights and Remedies of Landlord
- 3 Right to Re-Enter
- 4 Current Damages
- 5 Final Damages
- 6 Removal of Personal Property
- 7 Attorneys' Fees
- 8 Assumption or Rejection in Bankruptcy
- 9 Default Under Other Leases

Subordination

- 18.01 Subordination
 - 2 Liabib'ty of Holder of First Mortgage; Attornment
 - 3 Short Form Lease

Article 19 Mortgagee Protection

Article 20 Estoppel Certificate

Article 21 Subrogation and Insurance

- 1 Waiver of Subrogation
- 2 Tenant's Insurance
- 3 Certificates of Insurance
 - 21.04 Compliance with Requirements
- 21.05 Landlord's Insurance

Article 22 Nonwaiver

Article 23 Tenant - Corporation

Article 24 Real Estate Brokers

Article 25 Notices

Article 26 Hazardous Substances

26.01 Defined Terms

Article 27

Article 28 Article 29

Article 30 Article 31 Exhibit A Exhibit B Exhibit C Exhibit D Exhibit E Workletter

- 2 Tenant's Obligations with Respect to Environmental Matters
- 3 Copies of Notices
- 4 Landlord's Right to Inspect
- 5 Tests and Reports
- 6 Tenant's Obligation to Respond
- 7 Landlord's Right to Act
- 8 Indemnification

Security Deposit

- 1 Security Deposit
- 2 Transfer of Security Deposit

Title and Covenant Against Liens Miscellaneous

- 1 Successors and Assigns
- 2 Modifications in Writing
- 3 No Option; Irrevocable Offer
- 4 Definition of Tenant
- 5 Definition of Landlord
- 6 Headings
- 7 Time of Essence
- 8 Default Rate of Interest
- 9 Severability
- 10 Entire Agreement
- 11 Force Majeure
- 12 Quiet Possession
- 13 Authority

Americans with Disabilities Act Exculpatory Provisions Legal Description Floor Plan

for the Premises Stipulation of Term of Lease Rules and Regulations Tenant's Signs

Guaranty

OFFICE LEASE

THIS OFFICE LEASE (this "Lease") is made and entered into as of the as of the date first set forth hereinbefore (the "Lease Date"), by and between Eleven Eleven Management LLC, an Illinois limited liability company (hereinafter referred to as "Landlord"), Sinai Health System, an Illinois not-for-profit corporation (hereinafter referred to as "Tenant").

ARTICLE 1

GRANT OF LEASE; PREMISES

In consideration of the rents herein agreed to be paid and of the covenants and agreements herein made by the respective parties hereto, Landlord demises and leases to Tenant and Tenant hereby leases from Landlord a portion of the building located at 1111 South Western Avenue, Chicago, Illinois 60608 which land is legally described on Exhibit A attached hereto and which building consists of the Rentable Area of the Building as defined hereinafter (hereinafter referred to as the "Building"), and which premises consists of the Rentable Area of the Premises (as defined hereinafter) on the first (1st) floor of the Building with the exclusive right to use the approximately twenty-two (22) parking spaces (the "Parking Spaces") described on Exhibit B attached hereto (which Landlord will pave, fence and landscape, in accordance with all applicable building codes and laws), identified by cross-hatching on Exhibit A (commonly known as 1105 South Western Avenue, Chicago, Illinois 60608 and hereinafter referred to as the "Premises," but which, for clarification do not include the Parking Spaces), upon the terms and conditions herein provided, together with the right to use, in common with others entitled thereto, the common areas, subject to the terms and conditions of this Lease and to reasonable rules and regulations for the use thereof as prescribed from time to time by Landlord. Without limitation of the foregoing Tenant shall not have access to the approximately five thousand (5,000) square feet of the south parking lot serving the Building which shall not be included within the common areas. Notwithstanding anything herein to the contrary, this Lease and Tenant's obligations hereunder are conditioned upon the unconditional approval of this Lease by the Board of Directors of Tenant, which approval Tenant shall diligently pursue at its sole cost and expense; provided, however, Tenant shall be required to exercise its right to terminate this Lease if it is unable to obtain such approval by notice of termination to Landlord served not later than August 16, 2013, or such condition shall be deemed waived and this Lease shall continue in full force and effect. If Tenant elects to terminate this Lease by exercising its right to do so pursuant to this Article 1, as a condition to such termination Tenant shall pay to Landlord the amount of
^^■■■■■■■■■■BBhSHIHil^HBBp'^ a termination fee which payment must accompany Tenant's notice of termination.

ARTICLE 2 TERM; POSSESSION

2.01 Term. Subject to the terms, covenants and agreements contained herein, Tenant shall have and hold the Premises for a term (hereinafter referred to as the "Term") commencing on the first to occur of (a) one hundred eighty (180) days after Landlord delivers possession of the Premises to Tenant for the commencement of Tenant's Work (as defined in Section 12.01),

1

and (b) the date on which Tenant first conducts business from the Premises (hereinafter referred to as the "Commencement Date") and ending on the date ten (10) Lease Years, as defined hereinafter, following the Commencement Date (hereinafter referred to as the "Expiration Date"), unless sooner terminated as provided herein.

2.02 Early Possession. Upon the last to occur of (i) the closing of Landlord's purchase

of the Building, and (ii) the execution of this Lease, Tenant shall be permitted to take possession of all or any part of the Premises prior to the Commencement Date. Tenant's entry onto and possession of the Premises shall be subject to all provisions of this Lease, except that Tenant shall not be required to pay Rent (as defined hereinafter) until the Commencement Date. The Commencement Date and Expiration Date shall not be affected by such early possession.

2.03 Failure to Complete Landlord Work. If Landlord fails to substantially complete the work to be performed by Landlord (hereinafter referred to as the "Landlord's Work") pursuant to the workletter attached hereto and made a part hereof (hereinafter referred to as the "Workletter") on or before one hundred eighty (180) days after Landlord delivers possession of the Premises to Tenant for the commencement of Tenant's Work (or such earlier date as set forth in the Workletter), Landlord shall not be subject to any liability on account thereof and such failure shall not affect the validity of this Lease or the obligations of Tenant hereunder. Notwithstanding the foregoing, in the event (i) Landlord there has not been substantial completion of Landlord's Work within one hundred eighty (180) days after the Lease Date, subject to Force Majeure (as hereinafter described), (ii) Tenant has commenced conducting business from the Premises, and (iii) such failure has a material adverse effect on the conduct by Tenant of its business from the Premises or creates an unsafe condition for the regular and ordinary use of the Premises by Tenant and Tenant's employees and invitees, Tenant shall be entitled to an abatement of Rent for each day that there is not been substantial completion of Landlord's Work with such failure having a material adverse effect on the conduct by Tenant of its business from the Premises. In the event, however, that substantial completion of Landlord's Work has been delayed by reason of the occurrence of one or more acts caused by Tenant the ("Tenant Delay"), the date of substantial completion thereof shall be deemed to be the date on which Landlord's Work would have been substantially completed but for such Tenant Delay. As used in this Lease, the term "substantial completion," "substantially complete," or words to that effect shall mean that all Landlord's Work is complete except for "minor punch list items" (i.e., punch list items that do not interfere with Tenant's Work (as defined in this Section) and/or Tenant's ability to use the Premises pursuant to the Permitted Use (as hereinafter defined) which can be completed within sixty (60) days (or as soon thereafter as reasonably possible provided that Landlord is diligently

pursuing the' completion of such items). In the event of a dispute regarding substantial completion of Landlord's Work, Landlord's architect (who shall be independent and licensed) shall have sole responsibility for determining when Landlord's Work is substantially completed.

2.04 Lease Year Defined. As used in this Lease, the term "Lease Year(s)" shall mean (i) if the Commencement Date is the first day of a calendar month, the twelve (12) month period commencing on the Commencement Date or (ii) if the Commencement Date is not the first day of a calendar month, the period commencing on the Commencement Date and ending on the last day of the twelfth (12th) full calendar month of the Term, and, in either case, each succeeding twelve (12) month period thereafter which falls in whole or in part during the Term.

2.05 Option to Extend. Provided that this Lease is then in full force and effect and provided further that Tenant is not then in default under this Lease beyond any applicable notice or cure period, Landlord hereby grants to Tenant an option to extend the Term of this Lease on the same terms, conditions and provisions as contained in this Lease, except for the option to extend set forth in this Section and as otherwise provided herein, for one (1) additional period of five (5) years after the expiration of the Term (the "Extension Period"), which Extension Period shall commence on the first (1st) day following the tenth (10th) Lease Year and end on the last day of the fifteenth (15th) Lease Year, subject to the option to extend having been properly exercised by Tenant.

a) Tenant's option to extend shall be exercisable by notice from Tenant to Landlord given no later than twelve (12) months prior to the expiration of the Term of this Lease (as may have been extended), time being of the essence. If not so exercised, Tenant's option to extend shall thereupon expire.

b) Rent payable during the Extension Periods with respect to the Premises shall be increased each Lease Year during the Extension Periods as described in Section 3.01.

c) Tenant may only exercise its option to extend and an exercise thereof shall only be effective, if at the time of Tenant's exercise of the option and on the commencement date of the Extension Period, this Lease is in full force and effect and no event or circumstance exists which, with the giving of notice or the passage of time, or both, could constitute a default by Tenant beyond any notice or cure period under this Lease, and, inasmuch as this option is intended only for the original Tenant named in this Lease and any Permitted Transferees (as hereinafter defined), the entire Premises are then occupied by the original Tenant herein or its Permitted Transferees, and Tenant has not assigned this Lease or sublet any portion of the Premises to any party other than a Permitted Transferee. Without limitation of the foregoing, no sublessee or assignee shall be entitled to exercise the option to extend, and no exercise of the option to extend by the original Tenant named herein shall be effective if Tenant assigns this Lease or subleases any portion of the Premises to any party other than a Permitted Transferee prior to the date of commencement of the Extension Period.

d) Upon the valid exercise by Tenant of the option to extend, at the request of Landlord, Tenant shall within forty-five (45) days after such request, enter into a supplement to this Lease confirming the terms, conditions and provisions applicable to the Extension Period as determined in accordance with the provisions of this Section.

2.06 Stipulation of Term of Lease. At the request of Landlord, Tenant shall promptly execute and

deliver to Landlord a Stipulation of Term of Lease, in the form attached hereto as Exhibit C, confirming the Commencement Date and Expiration Date once those dates are determined, the completion of Landlord's Work, as defined hereinafter, and such other matters as Landlord may reasonably request.

3

ARTICLE 3

BASE RENT

3.01 Base Rent.

(a) Tenant shall pay an annual base rent (hereinafter referred to as "Base Rent") to Landlord for the Premises from the Commencement Date through the first (1st) Lease Year of **MiHMHMBIfStBP[^]HI**) per rentable square foot, payable in equal monthly installments

(hereinafter referred to as "Monthly Base Rent") of **fiHMBBHHBHHHHHHIIHiSkSK** ioVMtfiliSHHH0' in advance of the first (1st) day of the Term and on the first (1st) day of each calendar month thereafter of the Term, and at the same rate for fractions of a month if the Term begins on any day except the first day of a calendar month or ends on any day except the last day of a calendar month. Upon the first (1st) day of the second (2nd) Lease Year, and upon the first (1st) day of each Lease Year thereafter (including but not limited to during an Extension Period and if applicable), the Base Rent shall increase by the amount of **HHHHHft** over the amount of Base Rent for the immediately prior Lease Year.

(b) Upon Tenant's election to Landlord pursuant to notice served not later than served not later than ninety (90) days after the Lease Date, the Base Rent from the Commencement Date through the first (1st) Lease Year shall be **|0IBHHIHHtsVHMBHh9** P^{er} rentable square, and all other terms and conditions of Section 3.01 (b) shall remain in effect. Upon such election the Tenant Allowance (as hereinafter defined) shall be increased as set forth in Section 12.02.

3.02 Manner of Payment. Base Rent, Rent Adjustments (as hereinafter defined), Rent Adjustment Deposits (as hereinafter defined) and all other amounts becoming due from Tenant to Landlord hereunder (hereinafter collectively referred to as "Rent") shall be paid in lawful money of the United States to Landlord at the office of Landlord, or as otherwise designated from time to time by written notice from Landlord to Tenant. The payment of Rent hereunder is independent of each and every other covenant and agreement contained in this Lease, and Rent shall be paid without any setoff, abatement, counterclaim or deduction whatsoever except as may be expressly provided herein. Concurrently with the execution hereof, Tenant shall pay Landlord Rent for the first full calendar month of the Term.

ARTICLE 4 RENT ADJUSTMENTS

1 Obligation to Pay Rent Adjustments. In addition to paying Base Rent, Tenant shall also pay as additional rent the amounts determined in accordance with this Article (hereinafter referred to as "Rent Adjustments"):

2 Definitions. As used in this Lease,

(a) "Adjustment Date" shall mean the first day of the Term and each January 1 thereafter falling within the Term.

4

(b) "Adjustment Year" shall mean each calendar year during which an Adjustment Date falls.

(c) "Expenses" shall mean and include those costs and expenses paid or incurred by or on behalf of Landlord, subject to the terms hereof, for owning, managing, operating, maintaining and repairing the Building, the underlying land (hereinafter referred to as the "Land") and the personal property used in conjunction therewith (the Building and the Land hereinafter collectively referred to as the "Real Property" and the Real Property and such personalty hereinafter collectively referred to as the "Project"), including, without limitation, the cost of security and security devices and systems; snow, ice and trash removal; cleaning and sweeping; planting and replacing decorations, flowers and landscaping; maintenance, repair, and replacement [subject to part (i) below] of utility systems, elevators and escalators; electricity, steam, water, sewer, fuel, heating, lighting and air conditioning (other than to the extent dedicated for use by a single tenant); window cleaning; commercially reasonable insurance, including, but not limited to, fire, extended coverage, all risk, liability, workmen's compensation, elevator and any other insurance carried by Landlord and applicable to the Project; painting in the common areas; management fees (not to exceed 3% of gross revenue realized from the Project); reasonable supplies for the management of the Project; sales or use taxes on supplies and services; wages and salaries of all persons engaged in the operation, management, maintenance or repair of the Project, and so-called fringe benefits, including social security taxes, unemployment insurance taxes, cost for providing coverage for disability benefits, cost of

any pensions, hospitalization insurance, welfare or retirement plans, and any other similar expenses incurred under the provisions of any collective bargaining agreement, or any other cost or expense which Landlord pays or incurs to provide benefits for employees so engaged in the operation, management, maintenance or repair of the Project (but only to the extent of each such employee's time which is dedicated to the operation, management, maintenance or repair of the Project); the charges of any independent contractor who, under contract with Landlord or its representatives, does any of the work of operating, managing, maintaining or repairing the Project which is generally provided to all tenants of the Project; legal and accounting expenses, including, but not limited to, such expenses that relate to seeking or obtaining reductions in and refunds of real estate taxes (but excluding all legal and accounting fees incurred in connection with new leases with other tenants of the Project or any enforcement of the same); and any other expense or charge, whether or not hereinbefore mentioned, which, in accordance with generally accepted accounting and management principles, would be considered an expense of owning, managing, operating, maintaining or repairing the Project, except as hereinafter provided. Expenses shall not include costs or other items included within the meaning of the term "Taxes" (as hereinafter defined), costs of alterations of any portions of the Project for tenants or prospective tenants of the Project,' costs of capital improvements to the Project (except as hereinafter provided), depreciation charges, interest and principal payments on mortgages, ground rental payments, real estate brokerage and leasing commissions, marketing, and other expenses incurred in leasing or in procuring tenants, any expenditures for services which are provided to one or more tenants but are not available generally to all office tenants, and any expenditures for which Landlord has been reimbursed (other than pursuant to this Article or provisions in other leases requiring the tenants thereunder to pay a share of expenses associated with the Project), except as hereinafter provided.

Notwithstanding anything contained in this clause (c) to the contrary:

i) The cost of any capital improvements to the Building made after the date of this Lease amortized over the reasonably expected useful life of such improvement, together with interest on the unamortized cost of any such improvement (at the prevailing construction loan rate available to Landlord on the date the cost of such improvement was incurred) shall be included in Expenses, but only to the extent such capital improvements were (y) required pursuant to applicable governmental laws, statutes, ordinances, rules, and/or regulations enacted after the Lease Date, and/or (z) made to reduce Expenses, in Landlord's reasonable discretion.

ii) If the Building is not at least ninety-five percent (95%) occupied by tenants during all or a portion of any Adjustment Year, or if during all or a portion of any Adjustment Year Landlord is not furnishing to any tenant or tenants any particular service, the cost of which, if furnished by Landlord, would be included in Expenses, then Landlord may elect to make an adjustment for such year of components of Expenses and the amounts thereof which may vary depending upon the occupancy level of the Building or the number of tenants using the service. Any such adjustments shall be deemed costs and expenses paid or incurred by Landlord and included in Expenses for such year, as if the Building had been ninety-five percent (95%) occupied during the entire Adjustment Year, Landlord had furnished such service at its expense to all tenants for the entire Adjustment Year and Landlord had paid or incurred such costs and expenses for such year.

iii) If any item of Expenses, although paid or incurred in one year, relates to more than one calendar year, at the option of Landlord, such item may be allocated proportionately among such related calendar years.

(iv) Expenses shall not include costs of repairs, alterations or replacements caused by casualty losses for which Landlord is compensated through proceeds of insurance or for which Landlord would have been compensated had Landlord maintained commercial property insurance on the Building required to be maintained by Landlord; attorneys' fees, costs and disbursements incurred in connection with the negotiation, execution and enforcement of leases with other tenants or prospective tenants of the Building; costs incurred due to violation by Landlord of the terms of any lease for space in the Building or costs of any indemnity payments made by Landlord pursuant to any such lease because of a violation by Landlord of the terms of such other lease; any payments made to subsidiaries of Landlord or entities under common control with Landlord except if such payments are for services or goods on, to or for the Project, and only to the extent that the cost of such services and goods do not exceed market rates; accounting fees (including those for the preparation of Landlord's income taxes), except accounting fees incurred in connection with the operation and management of the Building; costs of removal or remediation of any Hazardous Material existing at the Property (and not related to Tenant's obligations under Article 26 hereof); transaction costs incurred in connection with the sale, financing, refinancing, mortgaging, or other change of ownership of the Building;

Landlord's general overhead and administrative costs and expenses not related to operation of the Building; costs arising from the gross negligence or willful misconduct of Landlord, its agents, employees or contractors; costs arising from Landlord's charitable or political contributions; and bad debt loss, rent loss (except for the premiums, if any, for rent loss insurance), or reserves.

(d) "Taxes" shall mean real estate taxes, general or special assessments, sewer and water rents, rates and charges, transit and transit district taxes, taxes based upon the receipt of rent, and any other federal, state or local governmental charge, whether general, special, ordinary or extraordinary (but not including income, transfer, or franchise taxes or any other taxes imposed upon or measured by Landlord's income or profits, except as provided herein), which may now or hereafter be levied, assessed or imposed against the Real Property, and reasonable fees and costs incurred by Landlord in seeking the reduction of Taxes.

Notwithstanding anything contained in this clause (d) to the contrary:

i) If at any time the method of taxation then prevailing is altered so that any new or additional tax, assessment, levy, imposition or charge or any part thereof is imposed upon Landlord in place or partly in place of any such Taxes or contemplated increase therein, or in lieu of Taxes or any portion thereof, and is measured by or is based in whole or in part upon the Real Property or the rents or other income therefrom, then all such new taxes, assessments, levies, impositions or charges or part thereof, to the extent that they are so measured or based, shall be included in Taxes levied, assessed or imposed against the Real Property to the extent that such items would be payable if the Real Property were the only property of Landlord subject thereto and the income received by Landlord from the Real Property were the only income of Landlord.

ii) Notwithstanding the year for which any such taxes or assessments are levied, (A) in the case of taxes or special assessments which may be paid in installments, the amount of each installment, plus any interest payable thereon, paid during a calendar year shall be included in Taxes for that year and (B) if any taxes or assessments payable during any calendar year shall be computed with respect to a period in excess of twelve (12) calendar months, then taxes or assessments applicable to the excess period shall be included in Taxes for that year. Except as provided in the preceding sentence, all references to Taxes "for" a particular year shall be deemed to refer to taxes levied, assessed or otherwise imposed for such year without regard to when such taxes are payable.

iii) Taxes shall also include any personal property taxes (attributable to the calendar year in which paid) imposed upon the furniture, fixtures, machinery, equipment, apparatus, systems and appurtenances which are components of the Project.

(e) "Rentable Area of the Building" shall mean the sum of the areas on all floors of the Building computed by measuring to the center line of the exterior glass and excluding only public stairs, elevator shafts, flues, stacks, pipe shafts and vertical ducts ("vertical penetrations").

No deduction shall be made for columns or projections. The Rentable Area of the Building shall be deemed to be thirteen thousand eight hundred thirty-six (13,836) square feet of rentable space.

f) "Rentable Area of the Premises" shall mean (i) if this Lease is for an entire floor, the area of the entire floor measured to the center line of the exterior glass, excluding vertical penetrations, plus a proportionate share of mechanical space and lobby and common service areas in the Building or (ii) if this Lease is for less than an entire floor, the area measured from the center line of the exterior glass to the center line of all demising partitions and to the outside face of corridor partitions plus (A) a proportionate share of public areas (including corridors, toilets, elevator lobby or lobbies, mechanical spaces and electrical and telephone closets) on the floor on which the Premises are located and (B) a proportionate share of mechanical space and lobby and common service areas in the Building. No deduction shall be made for columns or projections. The Rentable Area of the Premises shall be deemed to be six thousand four hundred eighty six (6,486) rentable square feet.

g) "Tenant's Proportionate Share" shall mean forty seven percent (47%), which is the percentage obtained by dividing the Rentable Area of the Premises by the Rentable Area of the Building.

h) "Rent Adjustments" shall mean all amounts determined pursuant to this Article, including all amounts payable by Tenant to Landlord on account thereof.

4.03 Computation of Rent Adjustments. Tenant shall pay Rent Adjustments for each Adjustment Year determined as hereinafter set forth. Rent Adjustments payable by Tenant with respect to each Adjustment Year during which an Adjustment Date falls shall include the following amounts:

a) the product of Tenant's Proportionate Share multiplied by the amount of Taxes for such Adjustment Year (said product being hereinafter referred to as the "Tax Adjustment"); plus

b) the product of Tenant's Proportionate Share multiplied by the amount of Expenses for such Adjustment Year (said product being hereinafter referred to as the "Expense Adjustment").

Tenant agrees and acknowledges that Landlord has made no representation, warranty or guaranty relating to the amount of Taxes and Expenses. Tenant has had an opportunity to consult with Landlord with respect to the Taxes and Expenses projected for the operation of the Building but has not relied upon any statements or representations of Landlord or of any agent or affiliate of Landlord in regard thereto in executing this Lease and in agreeing to perform the terms and covenants hereof and shall make no claim against Landlord based thereon.

4.04 Payments of Rent Adjustments; Projections. Tenant shall pay Rent Adjustments to Landlord in the manner hereinafter provided.

(a) Tax Adjustment and Expense Adjustment. Tenant shall make payments on account of Tax Adjustment and Expense Adjustment (the aggregate of such payments with

8

respect to any Adjustment Year being hereinafter referred to as the "Rent Adjustment Deposit") as follows:

(i) Prior to each Adjustment Date and from time to time during the Adjustment Year in which such Adjustment Date falls, Landlord may deliver to Tenant a written notice or notices (each such notice being hereinafter referred to as a "Projection Notice") setting forth (A) Landlord's reasonable estimates, forecasts or projections (collectively, the "Projections") of either or both of Taxes and Expenses for such

Adjustment Year and (B) Tenant's Rent Adjustment Deposits with respect to the Tax Adjustment and Expense Adjustment components of Rent Adjustments for such Adjustment Year based upon the Projections. Landlord's budgets of Expenses and the Projections based thereon may assume ninety-five percent (95%) occupancy of the Building and that Landlord will furnish all services included in Expenses to all tenants of the Building. Landlord shall use commercially reasonable efforts to deliver a Projection Notice not later than thirty (30) days prior to commencement of the applicable Adjustment Year and Landlord shall be entitled to deliver one (1) or more additional Projection Notices, as maybe commercially reasonable, during such Adjustment Year to account for unanticipated increases in Expenses or Taxes.

(ii) Tenant shall commence payments of monthly installments of Rent Adjustment Deposits on the first day of the first calendar month during the Term following Landlord's delivery of the first Projection Notice hereunder. On such date, and on or before the first day of each calendar month thereafter of the Adjustment Year covered by such Projection Notice, Tenant shall pay to Landlord one-twelfth (1/12) of the Rent Adjustment Deposits shown in the Projection Notice. Within fifteen (15) days following Landlord's delivery of a Projection Notice for an Adjustment Year in progress, Tenant also shall pay Landlord a lump sum equal to the Rent Adjustment Deposits shown in the Projection Notice less the sum of (A) any previous payments on account of Rent Adjustment Deposits made with respect to such Adjustment Year and (B) monthly installments on account of Rent Adjustment Deposits due for the remainder of such Adjustment Year. Until such time as Landlord furnishes a Projection Notice for an Adjustment Year, Tenant shall continue to pay monthly installments of Rent Adjustment Deposits in the amount shown by the most recent Projection Notice or, if the Tax and Expense Adjustment for the Adjustment Year covered by such Projection Notice has been determined, one-twelfth (1/12) of such Tax and Expense Adjustment, whichever is greater.

4.05 Readjustments. The following readjustments shall be made by Landlord and Tenant for Expense Adjustment and Tax Adjustment:

(a) Within one hundred eighty (180) days following the end of each Adjustment Year, except as to matters beyond Landlord's reasonable control, Landlord shall determine the actual amount of Expenses to be used in calculating the Expense Adjustment for such Adjustment Year, and Landlord shall notify Tenant in writing (any such notice hereinafter referred to as "Landlord's Expense Statement") of such Expenses and Tenant's Expense Adjustment for such Adjustment Year (provided, Landlord's failure to do so shall not affect

9

Tenant's obligations pursuant to this Lease). If the Expense Adjustment owed for such Adjustment Year exceeds the Expense Adjustment component of the Rent Adjustment Deposits paid by Tenant during such Adjustment Year, then Tenant, within thirty (30) days after the date of Landlord's Expense Statement, shall pay to Landlord an amount equal to the excess of the Expense Adjustment over the Expense Adjustment component of the Rent Adjustment Deposits paid by Tenant during such Adjustment Year. If the Expense Adjustment component of the Rent Adjustment Deposits paid by Tenant during such Adjustment Year exceeds the Expense Adjustment owed for such Adjustment Year, then Landlord shall credit such excess to Rent payable after the date of Landlord's Expense Statement, or, at its option, may credit such excess to any Rent theretofore due and owing, until such excess has been exhausted. If this Lease expires or is terminated prior to full application of such excess, Landlord shall pay to Tenant the balance thereof not theretofore applied against Rent and not reasonably required for payment of Rent for the Adjustment Year in which this Lease expires, subject to Tenant's obligations under Section 4.08 hereof, provided Tenant has vacated the Premises and otherwise has surrendered the Premises to Landlord in accordance with this Lease and Tenant is not then in default under this Lease.

(b) Within one hundred eighty (180) days following the end of each Adjustment Year, except as to matters beyond Landlord's control, Landlord shall determine the actual amount of Taxes to be used in calculating the Tax Adjustment for such Adjustment Year, and Landlord shall notify Tenant in writing (any such notice hereinafter referred to as "Landlord's Tax Statement") of such Taxes for such Adjustment Year (provided, Landlord's failure to do so shall not affect Tenant's obligations pursuant to this Lease). If the Tax Adjustment owed for such Adjustment Year exceeds the Tax Adjustment component of the Rent Adjustment Deposits paid by Tenant during such Adjustment Year, then Tenant, within thirty (30) days after the date of Landlord's Tax Statement, shall pay to Landlord an amount equal to the excess of the Tax Adjustment over the Tax Adjustment component of the Rent Adjustment Deposits paid by Tenant during such Adjustment Year. If the Tax Adjustment component of the Rent Adjustment Deposits paid by Tenant during such Adjustment Year exceeds the Tax Adjustment owed for such Adjustment Year, then Landlord shall credit such excess to Rent payable after the date of Landlord's Tax Statement, or, at its option, may credit such excess to any Rent theretofore due and owing, until such excess has been exhausted. If this Lease expires or is terminated prior to full application of such excess, Landlord shall pay to Tenant the balance thereof not theretofore applied against Rent and not reasonably required for payment of Rent for the Adjustment Year in which this Lease expires, subject to Tenant's obligations under Section 4.08 hereof, provided Tenant has vacated the Premises and otherwise has surrendered the Premises to Landlord in accordance with this Lease and Tenant is not then in default under this Lease.

No interest or penalties shall accrue on any amounts which Landlord is obligated to credit or pay to Tenant pursuant to this Section.

4.06 Books and Records. Landlord shall maintain books and records showing Taxes and Expenses in accordance with sound accounting and management practices. Tenant or its representative shall have the right to examine Landlord's books and records showing Taxes and Expenses upon reasonable prior notice and during normal business hours at any time within thirty sixty (60) days following the furnishing by Landlord to Tenant of Landlord's Expense

10

Statement or Landlord's Tax Statement, as the case may be, provided for in Section 4.05. Unless Tenant takes written exception to any item within sixty (60) days after the furnishing of Landlord's Expense Statement or Landlord's Tax Statement, as the case may be, containing such item, such Landlord's Statement shall be considered final and accepted by Tenant.

4.07 Audit Procedures. If Tenant notifies Landlord within such sixty (60) day period that Tenant disputes any specific item or items in any Landlord's Expense Statement or Landlord's Tax Statement, as the case may be, and such dispute is not resolved between Landlord and Tenant within thirty (30) days after the date such notice is given by Tenant, either party, during the fifteen (15) day period following the expiration of the thirty (30) day period commencing on the date such notice is given, may refer such disputed item or items for determination to an independent certified public accountant selected by such party and approved by the other party, which approval shall not be withheld unreasonably, and the determination of such accountant shall be final, conclusive and binding upon Landlord and Tenant. Tenant agrees to pay all costs involved in such determination except in the case of Tax Adjustment and Expense Adjustment for any Adjustment Year where it is determined that Landlord has overcharged Tenant for a Tax Adjustment or Expense Adjustment for such Adjustment Year by more than four percent (4%), in which case Landlord shall pay such costs.

8 Proration and Survival. With respect to any Adjustment Year which does not fall entirely within the Term, Tenant shall be obligated to pay as Expense Adjustment and Tax Adjustment for such Adjustment Year only a pro rata share of Expense Adjustment and Tax Adjustment as hereinabove determined, based upon

the number of days of the Term falling within the Adjustment Year. Follow^{1^} expiration or termination of this Lease, Tenant shall pay any Rent Adjustments due to Landlord within thirty (30) days after the date of each Landlord's Statement sent to Tenant. Without limitation of other obligations of Tenant which shall survive the expiration of the Term, the obligation of Tenant to pay Rent Adjustments provided for in this Article accruing during the Term shall survive the expiration or termination of this Lease.

9 No Decrease In Base Rent. In no event shall any Rent Adjustments result in a decrease of Base Rent payable hereunder.

10 Additional Rent. All amounts payable by Tenant as or on account of Rent Adjustments shall be deemed to be additional rent becoming due under this Lease.

ARTICLE 5 USE OF PREMISES

5.01 Permitted Use. Tenant may use and occupy the Premises for general medical office purposes consisting of patient visits, medical examination, interventional radiology outpatient procedures, sales and marketing office support, home dialysis training, and sales and marketing office support (hereinafter referred to as the "Exclusive Use") or for general office purposes but for no other use or purpose (collectively, the "Permitted Use"). Landlord acknowledges that Tenant shall operate two (2) separate medical offices within the Premises and that each such separate office shall have its own entrance to the Premises. Tenant shall not

II

perform any acts or carry on any practices which may injure the Premises or the Building, violate any certificate of occupancy affecting same, constitute a public or private nuisance or a menace to other tenants in the Building, produce undue noise, create obnoxious fumes or odors or otherwise cause unreasonable interference with other tenants of the Building. In addition, Tenant shall not (a) permit any unlawful or immoral practice to be carried on or committed in the Premises; (b) make any use of or allow the Premises to be used for any purpose that might invalidate or increase the rate of insurance thereof; (c) keep or use, or permit to be kept or used, in the Premises any inflammable fluids or explosives; (d) deface or injure the Premises or the Building; (e) overload the floors, walls or ceilings of the Premises; (f) sell or consume, or allow the sale or consumption of, alcoholic beverages in the Premises; (g) permit the accumulation of trash or debris in or on or around the Premises or the Building; (h) permit the flow of traffic (pedestrian or vehicular) to be excessive or unreasonably interfere with other tenants in the Building; or (i) commit or suffer any waste in or about the Premises.

5.02 Exclusive Use. Provided that this Lease is in full force and effect and no default by Tenant exists under this Lease beyond any applicable notice or cure period, no other tenant or occupant of the Building shall use its premises for any use included within the Exclusive Use (limited to the matters enumerated in Section 5.01) as a primary use in such space; primary use shall be deemed to be a use which generates more than fifteen percent (15%) of the gross revenues in any calendar year from such space and Landlord will not (except with Tenant's prior approval, which may be granted or withheld in Tenant's sole discretion) let other space in the Building to any tenant or occupant for such use. Landlord agrees to use commercially reasonable efforts to enforce the terms of this provision. Except as expressly provided in this Section there shall be no limitations on Landlord's right to let other space in the Building and Tenant shall not, in any event, have any right of approval with respect to any such letting. Without limitation of the foregoing, no sublessee or assignee of Tenant, other than a Permitted Transferee, shall be entitled to enforce the terms of this provision, and the terms of this provision shall not be effective if Tenant assigns this Lease or subleases any portion of the Premises to any party other than a Permitted Transferee.

ARTICLE 6 SERVICES

6.01 Services.

a) Provided that this Lease is in full force and effect and no default by Tenant exists under this Lease beyond any applicable notice or cure period, Landlord shall furnish domestic water in common with other tenants for drinking, lavatory and toilet purposes drawn through fixtures installed by Landlord, or by Tenant in the Premises with Landlord's written consent. The cost for such service is includable in Expenses. Tenant shall pay Landlord as additional rent at Landlord's scheduled rates for domestic water and hot water furnished for any other purpose. Tenant shall not waste or permit the waste of water.

b) Electricity and gas shall not be furnished by Landlord, but shall be furnished by utility companies serving the area in which the Building is located. Landlord will provide (or

12

arrange for the provision of) and maintain (or arrange for the maintenance of) the infrastructure on the Land and within the Building up to but not including within the Premises for electricity and gas service (by way of illustration of infrastructure, pipes, wires, conduit, and the like), the cost of which is includable in Expenses. Without limitation of the foregoing, air conditioning and heating shall not be furnished by Landlord. Landlord shall permit Tenant to receive such services directly from such utility companies at Tenant's cost, and shall permit Landlord's wire and conduits, to the extent available, suitable, safe and capable, to be used for such purposes. Tenant shall make all necessary arrangements with the utility companies for metering of and paying for electric current and gas furnished by them to Tenant and Tenant shall pay for all charges for electric current and gas consumed on the Premises during the Term. Tenant shall make no alterations or additions to any of the systems or fixtures with respect to such services without the prior written consent of Landlord in each instance which shall not be withheld unreasonably. Tenant also agrees to purchase from Landlord or its agents all lamps, bulbs, ballasts and starters used in the Premises during the Term. Tenant covenants and agrees that at all times its use of electric current shall never exceed the capacity of the feeders to the Building or the risers or wiring installed thereon.

c) Tenant shall be solely responsible for and pay when due, all charges for heat, light, gas, telephone, electricity or any other utility services used or consumed in the Premises (excluding domestic water as proved in this Article), including, without limitation, payment for meters, submeters, meter installation (except as provided hereinafter), deposits, service connections and service charges. Provided, to the extent separate meters for the Premises are not available for electric or gas service, Landlord will at its expense have such meters installed.

d) Landlord may provide such extra or additional services as it reasonably determines and as Tenant may request from time to time, within a reasonable period after the time such extra or additional services are requested. Tenant shall pay, for such extra or additional services, an amount equal to one hundred five percent (105%) of Landlord's actual cost reasonably incurred in providing such additional services, such amount to be considered additional rent hereunder. All charges for such extra or additional services shall be due and payable at the same time as the installment of Base Rent with which they are billed, or if billed separately, shall be due and payable within thirty (30) days after such billing. Any such billings for extra or additional services shall include an itemization of the extra or additional services rendered, and the charge for each such service.

2 Failure to Pay for Services. Failure by Tenant to pay Landlord's proper charges for extra or additional services within the time periods specified herein shall give Landlord, upon not less than ten (10) days' notice, the right to discontinue furnishing the services, and no such discontinuance shall be deemed an eviction or disturbance of Tenant's use of the Premises or render Landlord liable for damages or relieve Tenant from performance of Tenant's obligations

under this Lease.

3 Failure to Furnish Services. Tenant agrees that Landlord and its beneficiaries and their agents shall not be liable in damages, by abatement of Rent or otherwise, for failure to furnish or for delay in furnishing any service when such failure or delay is occasioned, in whole or in part, by repairs, renewals or improvements, by any strike, lockout or other labor trouble, by

13

inability to secure electricity, gas, water or other fuel at the Building after reasonable effort to do so, by any accident or casualty whatsoever, by the act or default of Tenant or other parties, or by any cause beyond the reasonable control of Landlord; and such failures or delays shall never be deemed an eviction or disturbance of Tenant's use or possession of the Premises or relieve Tenant from paying Rent or performing any of its obligations under this Lease. Provided that in the event any such service is suspended or interrupted as a result of the negligence or willful misconduct of Landlord (or its agents, contractors, employees, or manager) and such suspension or interruption continues for five (5) consecutive business days after receipt by Landlord of notice from Tenant of such event, and Tenant is required to cease its use of the Premises (or such affected portion thereof) as a result of such interruption, then all Rent attributable to the portion of the Premises rendered unusable shall abate until such service is restored.

6.04 Regulations Regarding Utilities Services. Tenant agrees to cooperate fully, at all times, with Landlord in abiding by all reasonable regulations and requirements which Landlord may prescribe for the proper functioning and protection of all utilities and services reasonably necessary for the operation of the Premises and the Building. Throughout the Term of this Lease, Landlord shall have free access to any and all mechanical installations, and Tenant agrees that there shall be no construction of partitions or other obstructions which might interfere with access to or the moving of servicing equipment to or from the enclosures containing said installations. Tenant further agrees that neither Tenant nor its employees, agents, licensees, invitees or contractors shall at any time tamper with, adjust or otherwise in any manner affect Landlord's mechanical installations.

ARTICLE 7

CONDITION AND CARE OF PREMISES

Tenant's taking possession of the Premises or any portion thereof shall be conclusive evidence against Tenant that the portion of the Premises taken possession of was then in good order and satisfactory condition, subject to completion of the Landlord's Work. No promises of Landlord to alter, remodel, improve, repair, decorate or clean the Premises or any part thereof have been made, and no representation respecting the condition of the Premises, the Building or the Land, has been made to Tenant by or on behalf of Landlord except as expressly set forth herein. Tenant, at its own expense, shall keep the Premises in good repair and tenantable condition and all times maintain the entire Premises (including, but not limited to, all exterior entrances and windows) and all floors, ceilings, interior walls, partitions, doors, fixtures, equipment and appurtenances thereof (including, but not limited to, all lighting, plumbing fixtures and heating, air conditioning, ventilating, electrical and fire protection systems installed by Tenant or exclusively serving the Premises and including space around ducts, pipes, vents or other parts of the heating, air conditioning, ventilating and plumbing systems which protrude through the roof of the Premises) in good order, appearance, condition and repair, including, but not limited to, all necessary replacements of any of such matters. Provided that this Lease is then in full force and effect and Tenant is not in default under this Lease beyond all applicable periods of cure, upon the expiration of this Lease, Landlord will provide to Tenant a refund in an amount equal to the unamortized cost of any heating, air conditioning, and ventilating system for which Tenant

paid and was installed in the Premises, calculated as follows: the cost of any such system times a

14

fraction, with the numerator being the period of the useful life left of such system projected as remaining after the termination of this Lease, and with the denominator being the period of the useful life of such system projected from its installation. Tenant shall promptly and adequately repair all damage to the Premises caused by Tenant or any of its employees, contractors, agents, invitees or licensees, including replacing or repairing all damaged or broken glass, fixtures and appurtenances resulting from any such damage, under the supervision and with the approval of Landlord and within any reasonable period of time specified by Landlord. Tenant shall obtain, at Tenant's expense, and shall maintain throughout the Term, a service and maintenance contract, with a contractor reasonably acceptable to Landlord, for the repair and maintenance of the heating, air conditioning and ventilating systems exclusively serving the Premises (the "HVAC System"), such contract to conform to the requirements under the warranty(s), if any, on said systems; Tenant shall deliver a copy of such contract to Landlord upon Landlord's request. Notwithstanding Tenant's obligation to maintain the HVAC System, provided that Tenant has maintained the HVAC System as required herein, in the event any component of the HVAC System cannot be reasonably repaired following a service failure, and such failure was not the consequence of the negligent or intentional misconduct of Tenant or that of its employees, agents, contractors, or invitees, and licensees, or its violations of its duties and obligations pursuant to this Lease, Landlord shall promptly replace such component with a new component of similar or better quality as the original and such cost shall be deemed a capital expenditure and includable in the Expenses to the extent permitted under this Lease. If Tenant does not comply with the foregoing obligations promptly and adequately, Landlord may, but need not, make such repairs and replacements and Tenant shall pay Landlord the cost thereof on demand. Without modification of any other term or condition of this Lease, Tenant shall be responsible for obtaining and/or providing on a daily basis all janitorial, cleaning, and trash removal services for the Premises, performed by a janitor(s), contractors), or employee(s) at all times satisfactory to Landlord and at Tenant's sole cost and expense.

Landlord shall repair, replace and maintain, in good and sanitary condition, working order and repair during the Term (to the extent any of the following exist in the Project during the Term) the external and structural parts of the Building, including without limitation, the Premises (except to the extent the obligation of Tenant), and janitor and equipment closets and shafts within the Premises designated by Landlord for use by it in connection with the operation and maintenance of the Building, and all common areas of the Project, including, without limitation, restrooms in the core of the Building on floors leased in their entirety by Tenant, the foundation, floor/ceiling slabs, roof, curtain wall, exterior glass and mullions, columns, beams, shafts, stairs, parking areas, landscaping, fountains, exterior signage of the Building (excluding any exterior signage for Tenant or other tenants), stairwells, elevator cabs, plazas, Building mechanical, electrical and telephone closets, and all common and public areas, including the base building restrooms and washrooms and the base building mechanical, electrical, life safety, plumbing, sprinkler systems, and any other building-wide facilities or systems, including, but not limited to those which serve in part (but not exclusively) the Premises. Landlord shall perform such repairs, replacements, and maintenance with reasonable dispatch during regular business hours on business days, in a good and workmanlike manner. The cost for such repairs, replacements, and maintenance are includable in Expenses to the extent permitted under this Lease.

15

ARTICLE 8

RETURN OF PREMISES

8.01 Surrender of Possession. Upon the expiration or earlier termination of this Lease or Tenant's possession hereunder (by lapse of time or otherwise), Tenant shall at its sole cost and expense (a) peaceably leave and surrender the Premises to Landlord broom-clean and otherwise in the condition in which the Premises are required to be maintained by the terms of this Lease subject to casualty and ordinary wear and tear, and (b) shall surrender all keys for the Premises to Landlord at the place then fixed for the payment of rent and shall inform Landlord of all combinations on locks, safes and vaults, if any, in the Premises. Tenant shall, at its expense, on or prior to such expiration or earlier termination of this Lease or Tenant's possession hereunder (by lapse of time or otherwise), repair any damage caused by any of the foregoing. Any property which Tenant is required to remove and not so removed upon Tenant's surrender of possession may, at Landlord's election and without limiting Landlord's right to compel removal thereof, be deemed abandoned, and title to such property shall vest immediately in Landlord upon the expiration of the Term without further action of the parties hereto. Landlord may cause such property to be removed from the Premises and any cost incurred by Landlord for such removal, repair any damage caused by any of the foregoing, and/or the cost incurred by Landlord as a consequence of any failure of Tenant with respect to any of the foregoing covenants, will be charged to Tenant and said obligation shall survive the expiration or earlier termination of this Lease or Tenant's possession hereunder (by lapse of time or otherwise).

8.02 Installations and Additions. All installations, additions, partitions, hardware, light fixtures, non-trade fixtures and improvements, whether temporary or permanent, except Tenant's trade fixtures and movable furniture and equipment belonging to Tenant, in or upon the Premises, whether placed there by Tenant or Landlord, shall be Landlord's property and, upon termination of this Lease by lapse of time or otherwise, or of Tenant's right of possession without termination of this Lease, shall remain upon the Premises, all without compensation, allowance or credit to Tenant; provided, however, that if not less than sixty (60) days prior to such termination, Landlord so directs by notice, Tenant, at Tenant's sole cost and expense, shall promptly remove such of the installations, additions, partitions, hardware, light fixtures, non-trade fixtures and improvements placed in the Premises by Tenant as are designated in such notice and repair any damage to the Premises caused by such removal, failing which Landlord may remove the same and repair the Premises and Tenant shall pay the cost thereof to Landlord on demand. Provided, however, upon Tenant's submission of plans and its request for approval of any alterations or improvements, Tenant may request whether any such improvements shall be removed at the end of the Term and, unless Landlord identifies in writing at the time it approves such improvements which improvements shall be removed upon the expiration or earlier termination of the Term, all such improvements or installations approved by Landlord to be installed in the Premises may remain in the Premises upon the expiration or earlier termination of the Term. Notwithstanding anything herein to the contrary, Landlord hereby confirms that Tenant shall not be required to remove any of the initial improvements to be installed by Tenant as part of the Tenant's Work, other than Tenant's trade fixtures and all movable personal property.

16

8.03 Trade Fixtures and Personal Property. Tenant shall also remove Tenant's furniture, machinery, safes, trade fixtures and other items of movable personal property of every kind and description from the Premises and repair any damage to the Premises caused thereby, such removal and repair to be performed prior to the end of the Term or within ten (10) days following termination of this Lease or Tenant's right of possession, whichever is earlier. If Tenant fails to remove such items, Landlord may do so, and thereupon the provisions of Section 17.06 shall apply and Tenant shall pay to Landlord upon demand the cost of removal and of repairing any damage resulting from such removal.

- 8.04 Survival. All obligations of Tenant under this Article shall survive the expiration of the Term or earlier termination of this Lease.

ARTICLE 9 HOLDING OVER

Tenant shall pay Landlord for each day Tenant retains possession of the Premises or any part thereof after termination of this Lease, by lapse of time or otherwise, or of Tenant's right to possession of the Premises, an amount which is 150% of the amount of Base Rent and Rent Adjustments for a day based upon the annual rate of Base Rent set forth in Section 3.01 and on Rent Adjustments provided for in Article 4 for the period in which such possession occurs, calculated as though such period were within the Term, and Tenant shall also pay all damages, sustained by Landlord by reason of such retention, provided that Tenant shall not be responsible for any consequential damages resulting from such holdover unless and until such holdover exceeds thirty (30) days. Upon Landlord's election thereof, such holding over shall constitute a renewal of this Lease on a month-to-month basis or tenancy at Landlord's sufferance, as so elected by Landlord, at the rate which would have been in effect for such additional period of time if the Term had included an additional year. Acceptance by Landlord of rent after such termination shall not of itself constitute a renewal. Nothing contained in this Section shall be construed or shall operate as a waiver of Landlord's right of reentry or any other right or remedy of Landlord.

ARTICLE 10

RULES AND REGULATIONS

Tenant agrees to observe and not to interfere with the rights reserved to Landlord in Article 11 and agrees, for itself, its employees, agents, contractors, invitees (using commercially reasonable efforts, only), and licensees, to comply with the rules and regulations set forth in Exhibit D attached to this Lease and made a part hereof and such other rules and regulations as may be adopted by Landlord pursuant to Section 11.01(1) of this Lease. Any violation by Tenant of any of the rules and regulations contained in Exhibit D or in any Section of this Lease, or as may hereafter be adopted by Landlord pursuant to Section 11.01(1) of this Lease, may be restrained; but whether or not so restrained, Tenant acknowledges and agrees that it shall be and shall remain liable for all damages, loss, costs and expenses resulting from any violation by Tenant of any of said rules and regulations. Nothing contained in this Lease shall be construed to impose upon Landlord any duty or obligation to enforce said rules and regulations or the terms, covenants and conditions of any other lease

17

against any other tenant or any other persons, and Landlord and its beneficiaries shall not be liable to Tenant for violation of the same by any other tenant, its employees, agents or invitees, or by any other person provided Landlord shall enforce all rules and regulations, on a non-discriminatory basis among the tenants and occupants of the Project. Landlord reserves the right to adopt additional reasonable rules and regulations with respect to the conduct of Tenant's activities in the Premises and the Building which, upon adoption, shall be deemed incorporated herein, provided that Tenant is given notice thereof and provided such additional rules and regulations do not unreasonably interfere with Tenant's ability to use the Premises for the Permitted Use.

ARTICLE 11 RIGHTS RESERVED TO LANDLORD

11.01 Rights Reserved to Landlord. Landlord reserves the following rights, exercisable without notice and without liability to Tenant for damage or injury to property, person or business and without effecting an eviction or disturbance of Tenant's use or possession or giving rise to any claim for setoff or abatement of Rent or affecting any of Tenant's obligations under this Lease:

- a) To change the name or street address of the Building;
- b) To install and maintain signs on the exterior and interior of the Building;

c) To prescribe the location and style of the suite number and identification sign or lettering for the Premises;

d) To retain at all times, and to use in appropriate instances, pass keys to the Premises;

e) To grant to anyone the exclusive right to conduct any business or render any service in the Building, or the nonexclusive right to use any premises in the Building except as provided by Article 5;

f) To exhibit the Premises at reasonable hours during the final twelve (12) months of the Term and after no less than 24-hours' notice to Tenant, except in the event that Tenant has vacated or abandoned the Premises, in which case no notice is required. Notwithstanding, Landlord shall be permitted to enter the Premises without 24-hours' notice to Tenant in the event of an emergency, but using commercially reasonable efforts to provide as much notice as may be practicable.

g) To enter the Premises at reasonable hours for reasonable purposes, including inspection and supplying service to be provided to Tenant hereunder provided Landlord provides 48-hours' advance notice to Tenant;

h) To require all persons entering or leaving the Building during such hours as Landlord may reasonably determine from time to time to identify themselves to security personnel by registration or otherwise in accordance with security controls, and to establish their

18

right to enter or to leave in accordance with the provisions of Exhibit D. Landlord shall not be liable in damages for any error with respect to admission to or eviction or exclusion from the Building of any person. In case of fire, invasion, insurrection, mob, riot, civil disorder, public excitement or other commotion, or threat thereof, Landlord reserves the right to limit or to prevent access to the Building during the continuance of the same, to shut down elevator service, to activate elevator emergency controls, or otherwise to take such action or preventive measures deemed necessary by Landlord for the safety or security of the tenants or other occupants of the Building or for the protection of the Building and the property in the Building. Tenant agrees to cooperate with any reasonable safety or security program developed by Landlord;

(i) To regulate access to telephone, electrical and other utility closets in the Building and to require use of designated contractors for any work involving access to the same;

(j) To control and prevent access to common areas and other non-general public areas of the Building pursuant to Exhibit D;

(k) Provided that reasonable access to the Premises shall be maintained at all times and the business of Tenant shall not be interfered with unreasonably, to rearrange, relocate, enlarge, reduce or change corridors, exits, entrances in or to the Building and to decorate and, at its own expense, to make repairs, alterations, additions and improvements, structural or otherwise, in or to the Building or any part thereof, and any adjacent building, land, street or alley, including for the purpose of connection with or entrance into or use of the Building in conjunction with any adjoining or adjacent building or buildings, now existing or hereafter constructed, and may for such purposes erect scaffolding and other structures reasonably required by the character of the work to be performed, and during such operations may enter upon the Premises and take into and upon or through any part of the Building, including the Premises, all materials that may be required to make such repairs, alterations, improvements or additions, and in that connection, Landlord may temporarily close public entry ways, other public spaces, stairways or corridors and interrupt or temporarily suspend any services or facilities agreed to be furnished by Landlord, all without the same constituting an

eviction of Tenant in whole or in part and without abatement of Rent by reason of loss or interruption of the business of Tenant or otherwise and without in any manner rendering Landlord liable for damages or relieving Tenant from performance of Tenant's obligations under this Lease. Landlord, at its option, may make any repairs, alterations, improvements and additions in and about the Building and the Premises during ordinary business hours and, if Tenant desires to have such work done at times other than business hours, Tenant shall pay all overtime and additional expenses resulting therefrom; and

(1) From time to time to make and to adopt such reasonable rules and regulations, in addition to or other than or by way of amendment or modification of the rules and regulations contained in Exhibit D or other Sections of this Lease, for the protection and welfare of the Building and its tenants and occupants, as Landlord may determine, and Tenant agrees to abide by and comply with all such rules and regulations. Landlord agrees to enforce all rules and regulations on a non-discriminatory basis among the tenants and occupants of the Project.

19

11.02 Use of Roof and Land. Landlord specifically excepts and reserves to itself the use of any roof decks, the exterior portions of the Premises, all rights to the land and improvements below the improved floor level of the Premises, to the improvements and air rights above the Premises and to the improvements and air rights located outside the demising walls of the Premises and to such areas within the Premises required for installation of utility lines and other installations required to serve other occupants of the Building, so long as such installation does not materially interfere with Tenant's use of the Premises for the Permitted Use, and to maintain and repair same, and no rights with respect thereto are conferred upon Tenant nor shall Tenant have any obligations to maintain or insure such installation, unless otherwise specifically provided herein. This Lease does not grant any rights to light or air.

ARTICLE 12

IMPROVEMENTS AND ALTERATIONS

12.01 Landlord's Work and Tenant's Work. Landlord shall construct the improvements in the Premises identified as "Landlord's Work" in the Workletter and in accordance with the standards set forth therein, if any, at Landlord's sole cost and expense. All other improvements to the Premises necessary for Tenant's use or occupancy thereof shall be completed by Tenant, at Tenant's expense, and shall hereinafter, be referred to as "Tenant's Work." Tenant's Work shall be completed by Tenant in conformity with the specifications set forth in the Workletter. Tenant agrees to submit to Landlord, on or before the times set forth in the Workletter, plans and specifications covering Tenant's Work in such detail as Landlord may require, and Tenant agrees not to commence work on any of Tenant's Work until Landlord has approved such plans and specifications, as well as any contracts with respect to same with respect to improvement projects which exceed \$50,000 in aggregate expense, such approval may be conditioned upon a requirement that Tenant provide to Landlord with appropriate evidence of Tenant's ability to pay for such work and materials in full and a bond or indemnity or other security in favor of Landlord, in an amount and form satisfactory to Landlord, securing Landlord with respect to potential lien rights affecting the Premises or the Building that could be raised at any time by any contractor, subcontractor, material supplier or others and to assure the completion of all such work and payment for such materials free and clear of liens. All such permitted alterations, improvements, and changes in the Premises shall (i) be at Tenant's expense, (ii) be performed in strict accordance with the plans and specifications approved by Landlord, (iii) comply with all insurance requirements and with all applicable governmental laws, statutes, ordinances, rules, and regulations, and (iv) be completed in compliance with the terms and conditions of this Lease. All such alterations, improvements and changes shall become upon completion the property of Landlord, unless otherwise agreed to by Landlord.

12.02 Tenant Allowance. Provided this Lease is in full force and effect and no event or circumstance exists

which, with the giving of notice or the passage of time, or both, could constitute a default by Tenant under this Lease (provided that if Tenant cures such failure or circumstance within any applicable notice or cure period, Landlord shall resume funding the Tenant Allowance, as hereinafter defined), Tenant is the original Tenant named in this Lease, and the entire Premises are then occupied by the original Tenant herein, Landlord will provide to Tenant an allowance of

20

Dollars to be used in completing alterations, additions or improvements to the Premises (the "Tenant Allowance") which shall be given to Tenant in the form of a payment from Landlord paid only after (i) after the completion of Tenant's Work, (ii) after Tenant commences the operation of its business from the Premises, and (iii) upon receipt by Landlord of paid and receipted final receipts, contractors' affidavits, final waivers of lien and such other matters, in form and content reasonably satisfactory to Landlord and covering all labor and materials expended and used, to demonstrate to Landlord that no lien of mechanics or materialmen has or will be placed upon or against the Building, the Premises or against Tenant's leasehold interest in the Premises; payment of the Tenant Allowance shall be made fifteen (15) days after the satisfaction of the foregoing matters. Provided, in the event Tenant elects to increase the Base Rent from the Commencement Date through the first (1st) Lease Year from \$16.00 per rentable square foot to \$18.00 per rentable square [pursuant to Section 3.01 (b)] the Tenant Allowance shall be increased to \$18.00 per rentable square [pursuant to Section 3.01 (b)] and other terms and conditions of this shall remain in effect. In the event Tenant is in default of its obligations pursuant to this Lease beyond any applicable notice or cure period and Landlord is entitled and elects to terminate this Lease, Landlord shall have the right to recapture from Tenant the unamortized portion of the Tenant Allowance as of the date of such default along with interest thereon using the Default Rate of Interest (as hereinafter defined), which amount shall be due and payable to Landlord from Tenant, immediately upon such termination, in the same manner as any other amount due Landlord pursuant to this Lease. In the event the foregoing conditions to the payment by Landlord to Tenant of the Tenant Allowance have been satisfied and the amount due remains unpaid for thirty (30) days after receipt by Landlord of a demand for payment, Tenant shall be entitled to a credit against Rent payable to Tenant for such thirty (30) period until the Tenant Allowance has been exhausted.

12.03 Alterations. Other than the Tenant's Work and as expressly provided in this Section, Tenant shall not make, without the prior written consent of Landlord, which shall not be withheld unreasonably, any alterations, additions or improvements to the Premises. Landlord's decision to refuse such consent shall be conclusive. If Landlord consents to such alterations, additions or improvements, before commencement of the work or delivery of any materials onto the Premises or into the Building, Tenant shall furnish to Landlord for approval plans and specifications, names and addresses of contractors, copies of contracts, necessary permits and licenses, and instruments of indemnification against any and all claims, costs, expenses, damages and liabilities which may arise in connection with such work, all in such form, substance and amount as may be satisfactory to Landlord. In addition, prior to commencement of any such work or delivery of any materials into the Premises, Tenant shall provide Landlord with appropriate evidence of Tenant's ability to pay for such work and materials in full, and if requested by Landlord, shall deposit with Landlord at such time such security for the payment of said work and materials as Landlord may require. All alterations, additions and improvements shall be installed in a good, workmanlike manner and only new, materials of high quality shall be used. All such work shall be done only by contractors or mechanics approved by Landlord, which shall not be withheld unreasonably, and shall be subject to Landlord's scheduling requirements and regulations. Tenant further agrees to 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, additions or improvements. Before commencing any work in connection with such alterations, additions or improvements, Tenant shall furnish Landlord

21

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 alterations, additions or improvements.

Tenant shall permit Landlord to supervise construction operations in connection with the foregoing work if Landlord requests to do so. Tenant shall pay the cost of all such alterations, additions and improvements, as well as the cost of decorating and repairing any damage to the Building, including the Premises, occasioned by such alterations, additions and improvements, including the cost of labor and materials, contractors' profits, overhead and general conditions, and a reasonable fee to Landlord not to exceed three (3%) of the hard costs of the work being performed. Upon completing any alterations, additions or improvements, Tenant shall furnish Landlord with contractors' affidavits in form required by law, and full and final waivers of lien and receipted bills covering all labor and materials expended and used. All alterations, additions and improvements shall comply with all insurance requirements and with all city and county ordinances and regulations and with the requirements of all state and federal statutes and regulations. All such alterations, improvements and changes, other than any trade fixtures, shall become upon completion the sole property of Landlord, unless otherwise determined by Landlord. Notwithstanding the foregoing, the prior written consent of Landlord shall not be required for the completion by Tenant of alterations, additions, or improvements to the Premises which are cosmetic in nature, not structural, do not affect the systems of the Premises or Building, do not exceed in the aggregate \$50,000.00 in any calendar year, and are otherwise in compliance with the terms and conditions of this Lease, so long as Tenant provides notice to Landlord of such matters not later than ten (10) days prior to their commencement.

12.04 Signs. As part of the Landlord's Work, Landlord agrees to install two (2) signs on the exterior of the Building. One such exterior sign shall be installed on the western face of the Building over Western Avenue and the other exterior sign shall be installed on the northern face of the Building (collectively, the "Building Signs"). The Building Signs shall substantially conform with the diagram attached on Exhibit E hereto. Tenant shall be entitled to use fifty percent (50%) of the available area on each Building Sign (in positions determined by Landlord, acting reasonably) and, subject to the terms of this Section 12.04, Tenant may have designed and installed (pursuant to the terms and conditions of this Lease) up to two (2) panels thereon to identify Tenant's respective clinics operating within the Premises. In addition to the foregoing, Tenant shall have the exclusive right to install and use a sign above the new exterior entrance to the Premises to be constructed by Tenant as part of the Tenant's Work (the "New Entrance Sign"). Tenant shall be solely responsible for all costs associated with the installation, maintenance, repair, replacement, and removal of the New Entrance Sign and the same shall comply with the terms of this Section 12.04. Prior to the installation of Tenant's permanent signage pursuant to this section, Tenant may install temporary signage (i.e. "Coming Soon" and "Grand Opening" banners professionally prepared and subject to such reasonable rules, regulations, and restrictions as Landlord may impose) at the Premises, provided that such temporary signs comply with the terms of this Section 12.04. The size, style, appearance and location of all exterior signs and all interior signs visible from the exterior of the Premises shall be subject to the approval of Landlord (in its reasonable discretion) prior to installation and must be in compliance with all governmental statutes, laws, rules, orders, regulations and ordinances affecting same as well as Landlord's reasonable sign criteria. Landlord shall have the right to remove any unapproved sign if Tenant fails to remove or correct such sign within five (5) business days after receipt of notice thereof, and Tenant shall pay Landlord's cost of removal

within five (5) days after demand. Tenant shall, at its own expense, maintain and keep in good repair its sign panels on the Building Signs and the New Entrance Sign, and upon expiration or earlier termination of this Lease or Tenant's possession hereunder, shall remove all such sign panels and the New Entrance Sign and repair any damage caused thereby. All of Tenant's sign panels on the Building Signs and the New Entrance Sign shall be fabricated, installed, maintained, and removed at Tenant's sole cost and expense. Upon completion of the installation of the Building Signs

and Tenant's panels as provided herein, Tenant shall reimburse Landlord for one-half (1/2) of the cost to install the Building Signs (in distinction of the cost of Tenant's sign panels thereon), up to a maximum amount of jPHHfIPAll costs to maintain, repair and replace the Building signs (exclusive of the initial installation costs, which shall be apportioned as provided in this Section 12.04), shall be included as Expenses, as and to the extent permitted under Section 4.02 hereof.

12.05 Construction Escrow. Prior to the commencement of Tenant's Work, or any other alterations, additions, or improvements the cost of which exceeds \$150,000.00 in the aggregate, Tenant shall furnish to Landlord cost estimates for the construction of such work and proof of ability to pay such costs. Additionally, payments with respect to Tenant's Work, or any other alterations, additions, or improvements the cost of which exceeds \$150,000.00 in the aggregate, shall be made through a construction escrow (the "Construction Escrow") with a title company approved by Landlord and pursuant to an escrow agreement governing the Construction Escrow in form and substance reasonably acceptable to Landlord and Tenant and pursuant to which Landlord may, but shall not be required to, become a party. The Construction Escrow shall be administered pursuant to the standard form of the escrowee's construction escrow agreement revised to also include the following terms: (i) prior to the commencement of Tenant's Work, or any other alterations, additions, or improvements the cost of which exceeds \$150,000.00 in die aggregate, Tenant shall deposit in the Construction Escrow an amount equal to fifty percent (50%) of the total aggregate cost of Tenant's Work, or any other alterations, additions, or improvements the cost of which exceeds \$150,000.00 in the aggregate, (ii) upon presentation of reasonable documentation to Landlord demonstrating that Tenant has already paid for (outside of the Construction Escrow) at least fifty (50%) of the total aggregate cost of Tenant's Work, or any other alterations, additions, or improvements the cost of which exceeds \$150,000.00 in the aggregate, Tenant shall then be entitled to draw upon the Construction Escrow to pay for the remaining cost of Tenant's Work, or any other alterations, additions, or improvements the cost of which exceeds \$150,000.00 in the aggregate, (iii) all interest accrued on any amounts deposited in the Construction Escrow shall inure to the benefit of Tenant.

ARTICLE 13

ASSIGNMENT AND SUBLETTING

13.01 Assignment and Subletting. Tenant, without the prior written consent of Landlord in each instance, shall not (a) assign, transfer, mortgage, pledge, hypothecate or encumber or subject to or permit to exist upon or be subjected to any lien or charge, this Lease or any interest under it, (b) allow to exist or occur any transfer of or lien upon this Lease or Tenant's interest herein by operation of law, (c) sublet the Premises or any part thereof, (d) permit the use or occupancy of the Premises or any part thereof for any purpose not provided for under Article 5 of this Lease or by anyone other

23

than Tenant and Tenant's agents and employees, or (e) cause, suffer or permit to occur any "Change of Control" (as such term is defined in Section 13.08 hereof). Landlord has the right to reasonably withhold its consent to any proposed assignment or sublet, except as herein expressly provided to the contrary, and no permitted assignment or subletting shall relieve Tenant of its covenants and agreements hereunder. In no event shall this Lease be assigned or assignable by voluntary or involuntary bankruptcy proceedings or otherwise, and in no event shall this Lease or any rights or privileges hereunder be an asset of Tenant under any bankruptcy, insolvency or reorganization proceedings.

13.02 Rentals Based on Net Income. Without limiting the generality of the foregoing provisions of this Article, Tenant expressly covenants and agrees not to enter into any lease,

sublease, license, concession or other agreement for use, occupancy or utilization of the Premises which provides for rental or other payment for such use, occupancy or utilization based in whole or in part on the net income or profits derived by any person from the property leased, used, occupied or utilized (other than an amount based upon a fixed percentage or percentages of receipts or sales), and that any such purported lease, sublease, license,, concession or other agreement shall be absolutely void and ineffective as a conveyance of any right or interest in the possession, use, occupancy or utilization of any part of the Premises.

13.03 Tenant to Remain Obligated. Consent by Landlord to any assignment, subletting, use, occupancy or transfer shall not operate to relieve Tenant from any covenant or obligation hereunder except to the extent, if any, expressly provided for in such consent, or be deemed to be a consent to or relieve Tenant from obtaining Landlord's consent to any subsequent assignment, transfer, lien, charge, subletting, use or occupancy. Tenant shall bear all costs and expenses, including but not limited to attorneys' fees, incurred by Landlord with respect to any proposed assignment, sublease, transfer, lien, charge, or the like or a request for consent to same, as well as pay to Landlord an fee in the amount of One Thousand and No/100 Dollars (\$1,000.00), whether or not consent is granted. Tenant agrees that all advertising by Tenant or on Tenant's behalf with respect to the assignment of this Lease or subletting of space must be approved in writing by Landlord prior to publication.

13.04 Tenant's Notice; Landlord's Right to Terminate. Tenant, by notice in writing, shall 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 assign this Lease or sublet any part or all of the Premises for the balance or any part of the Term, and, in such event, Landlord shall have the right, to be exercised by giving written notice to Tenant within ten (10) days after receipt of Tenant's notice, to recapture the space described in Tenant's notice and provided Tenant does not send notice rescinding its original notice to Landlord within five (5) days of receipt of Landlord's recapture notice, such recapture notice, if given, shall terminate this Lease with respect to the space therein described as of the date stated in Tenant's notice. Tenant's notice shall state the name and address of the proposed subtenant or assignee, and a true and complete copy of the proposed sublease or assignment and sufficient information to permit Landlord to determine the financial responsibility and character of the proposed subtenant or assignee shall be delivered to Landlord with said notice. If Tenant's notice covers all of the space hereby demised, and if Landlord gives its recapture notice with respect thereto and Tenant does not rescind its original notice as herein provided, the Term of this Lease shall expire on the date stated in Tenant's notice as fully and completely as if that date had been herein definitely fixed for the expiration of the Term. If, however, this Lease is terminated

pursuant to the foregoing with respect to less than the entire Premises, Base Rent and Tenant's Proportionate Share as defined herein shall be adjusted on the basis of the number of rentable square feet retained by Tenant, and this Lease as so amended shall continue thereafter in full force and effect. In such event, Landlord shall pay all costs in connection with the physical subdivision of any portion of the Premises.

13.05 Landlord's Consent. If Landlord, upon receiving Tenant's notice with respect to any such space, does not exercise its right to terminate as aforesaid, Landlord will not unreasonably withhold its consent to Tenant's assignment of this Lease or subletting the space covered by its notice. Landlord shall not be deemed to have unreasonably withheld its consent to a sublease of part or all of the Premises or an assignment of this Lease if its consent is withheld because: (a) Tenant is then in default hereunder and fails to cure such default within any applicable notice or cure period; (b) any notice of termination of this Lease or termination of Tenant's possession was given under Article 17; (c) the portion of the Premises which Tenant proposes to sublease, including the means of ingress thereto and egress therefrom and the proposed use thereof, or the remaining portion of the Premises, or both, will violate any city, state or federal law, ordinance or regulation, including, without limitation, any applicable building code or zoning ordinances; (d) the proposed use of the Premises by the subtenant or assignee does not conform with the Permitted Use; (e) in the reasonable judgment of Landlord, the proposed subtenant or assignee is of a character or is engaged in a business which would be deleterious to the reputation of the Building, or the subtenant or assignee is not sufficiently financially responsible to perform its obligations under the proposed sublease or assignment; (f) the proposed subtenant or assignee is a government or a government agency; or (g) the proposed subtenant or assignee is an occupant of the Building; provided, however, that the foregoing are merely examples of reasons for which Landlord may withhold its consent and shall not be deemed exclusive of any permitted reasons for reasonably withholding consent, whether similar to or dissimilar from the foregoing examples.

13.06 Profits. If Tenant, having first obtained Landlord's consent to any sublease or assignment, or if Tenant or a trustee in bankruptcy for Tenant pursuant to the Bankruptcy Code, assigns this Lease or sublets the Premises, or any part thereof, at a rental or for other consideration in excess of the Rent or pro rata portion thereof due and payable by Tenant under this Lease, then Tenant shall pay to Landlord as additional rent fifty percent (50%) of such excess rent or other monetary consideration (after deducting therefrom all allowances, rent abatements, concessions, brokerage commission, attorneys' fees and other costs reasonably incurred to complete such transaction) immediately upon receipt under any such assignment or, in the case of a sublease, (a) on the first day of each month during the term of any sublease fifty percent (50%) of the excess of all rent and other consideration due from the subtenant for such month (after deducting the foregoing costs) over the portion of the Rent then payable to Landlord pursuant to the provisions of this Lease for said month which is allocable on a square footage basis to the space sublet) and (b) promptly following receipt thereof, fifty percent (50%) of any other consideration realized by Tenant from such subletting; it being agreed, however, that Landlord shall not be responsible for any deficiency if Tenant assigns this Lease or sublets the Premises or any part thereof at a rental less than that provided for herein.

13.07 Assignee to Assume Obligations. If Tenant assigns this Lease as permitted herein, the assignee shall expressly assume all of the obligations of Tenant hereunder in a written instrument

25

satisfactory to Landlord and furnished to Landlord not later than fifteen (15) days prior to the effective date of the assignment. If Tenant subleases the Premises as permitted herein, Tenant shall obtain and furnish to Landlord, not later than fifteen (15) days prior to the effective date of such sublease and in form satisfactory to Landlord, the written agreement of such subtenant to the effect that the subtenant, at Landlord's option and written request, will attorn to Landlord in the event this Lease terminates before the expiration of the sublease.

13.08 Change of Control. Notwithstanding anything to the contrary in this Article, if Tenant is a corporation (other than a corporation the stock of which is publicly traded) the term "Change of Control" shall mean any change in the ownership of the shares of stock which constitute control of Tenant other than by reason of gift or death. The term "control" as used herein means the power, directly or indirectly, to direct or cause the direction of the management or policies of Tenant. If Tenant is a partnership, whether general or limited, the term "Change of Control" shall mean any change in the ownership of the partnership interests which constitute control of Tenant other than by

reason of gift or death.

13.09 Permitted Transferee. Notwithstanding anything in this Article 13 to the contrary, Tenant may, without the prior consent of Landlord, but upon not less than ten (10) days' notice, assign this Lease or sublet all or any portion of the Premises to any Permitted Transferee (as hereinafter defined) of Tenant, provided that (1) Tenant is not then in default under this Lease beyond any applicable notice or cure period at the time of giving notice thereof or on the effective date of such sublease or assignment, (2) Tenant delivers to Landlord copies, of such assignment or sublease and information establishing, in Landlord's reasonable determination, that the proposed assignee or sublessee is (and qualifies as) a Permitted Transferee, (3) Tenant notifies Landlord in writing thereof not less than ten (10) days in advance of the effective date of the proposed assignment or sublease, (4) in the case of an assignment, such entity assumes the obligations of Tenant hereunder by written assignment in form and substance reasonably acceptable to Landlord, and (5) in the case of a sublease, such entity agrees to subordinate such sublease, and otherwise observe and be bound by the terms and provisions of this Lease, by written agreement in form and substance reasonably acceptable to Landlord. In the event of an assignment or sublet pursuant to this Section 13.09, such assignment or sublet shall not operate to relieve Tenant from any covenant or obligation hereunder and such assignment or sublease shall in all other respects be subject to the terms and conditions of this Lease, including, but not limited to Article 13. For purposes of the foregoing, "Permitted Transferee" shall mean: (i) any subsidiary or parent company of Tenant or Tenant's parent; (ii) any company in which Tenant or Tenant's parent has a controlling interest or is under common control with Tenant; or (iii) any successor corporation, whether by merger, consolidation, or otherwise, or to any person who purchases all or substantially all of Tenant's assets (including, in each such case and without limitation, all rights and obligations of Tenant under this Lease). For the purposes of this Section 13.09, the term "control" (including the terms "controlling", "controlled by", "controlling interest", and "under common control with") shall mean the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, by contract or otherwise.

ARTICLE 14

WAIVER OF CERTAIN CLAIMS; INDEMNITY BY TENANT

26

14.01 Waiver of Certain Claims. To the extent permitted by law, and except in the case of the negligence or willful misconduct of Landlord or any of Landlord's employees, agents, or contractors, Landlord and/or Landlord's employees, agents or contractors shall not be liable to Tenant, or any person claiming by, through or under Tenant, for, and Tenant waives all claims for damage to person or property sustained by Tenant, or any person claiming by, through or under Tenant, resulting from any accident, occurrence, business interruption, or any loss or damage to property or injury to or death of persons occurring in the Premises or the Building or in any manner growing out of or connected with Tenant's use and occupation of the Premises or the Building or the condition thereof, including, but not limited to, claims for resulting from: (i) any equipment or appurtenances becoming out of repair; (ii) Landlord's failure to keep the Premises or the Building in repair; (iii) injury or damage done or occasioned by wind, water, or other natural element; (iv) any defect in or failure of plumbing, heating, ventilating, or air-conditioning equipment, electric wiring or installation thereof gas, water and steam pipes, stairs, railings, or walks; (v) broken glass; (vi) the backing up of any sewer pipe or downspout; (vii) the bursting, leaking or running of any tank, tub, washstand, sprinkler system, water closet, waste pipe, drain or any other pipe or tank in, upon, or about such the Premises or the Building; (viii) the escape of steam or hot water; (ix) water, snow or ice being upon or coming through the roof, skylight,

trapdoor, stairs, walks or any other place upon or near such the Premises or the Building or otherwise; (x) the falling of any fixtures, plaster or stucco; and (xi) any act, omission or negligence of tenants or of other persons or occupants of the Building or of adjoining or contiguous buildings or of owners of adjacent or contiguous property (or their respective employees, agents, invitees, licensees or contractors). Tenant agrees to have all insurance which may be carried by Tenant endorsed with a clause providing that any release from liability of or waiver of claim for recovery from Landlord entered into by Tenant prior to any loss or damage shall not affect the validity of said policy or the right of the insured to recover thereunder and providing further that the insurer waives all rights of subrogation which such insurer might have against the other party.

2 Damage Caused by Tenant's Neglect. If any damage to the Premises or the Building or any equipment or appurtenance therein belonging to Landlord results from any act or neglect of Tenant, its employees, agents, contractors, or licensees, Tenant shall be liable therefor and Landlord, at its option, may repair such damage and Tenant, upon demand by Landlord, shall reimburse Landlord for all costs of such repairs and damages in excess of amounts, if any, paid to Landlord under insurance covering such damage.

3 Tenant Responsible for Personal Property. All personal 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 other person only and Landlord shall not be liable for damage thereto or theft or misappropriation thereof.

4 Indemnification by Tenant. To the extent not prohibited expressly by law and subject to Section 21.01 hereof, except for liability caused by the negligence or willful acts of Landlord or its agents, employees, or contractors, Tenant agrees to hold Landlord and its beneficiaries, if any, and their agents, servants and employees, harmless, defend, and to indemnify each of them against claims and liabilities, including reasonable attorneys' fees, for injuries to all persons and damage to

27

or theft, misappropriation or loss of property occurring in or about the Premises arising from Tenant's occupancy of the Premises or the conduct of its business or from any activity, work or thing done, permitted or suffered by Tenant in or about the Premises or from any breach or default on the part of Tenant in the performance of any covenant or agreement on the part of Tenant to be performed pursuant to the terms of this Lease or due to any other act or omission of Tenant, its agents, contractors, licensees or employees, but only to the extent of Landlord's liability, if any, in excess of amounts, if any, paid to Landlord under insurance covering such claims or liabilities. Tenant's obligations and liabilities pursuant to this Section shall survive the expiration or earlier termination of this Lease.

5 Indemnification by Landlord. To the extent not prohibited expressly by law and subject to Section 21.01 hereof, except for liability caused by the negligence or willful acts or omissions of Tenant its agents, servants or employees, or Tenant's violations of its duties and obligations pursuant to this Lease, Landlord agrees to hold Tenant and its beneficiaries, if any, and their agents, servants and employees, harmless, defend, and to indemnify each of them against claims and liabilities, including reasonable attorneys' fees, for injuries to all persons and damage to or theft, misappropriation or loss of property occurring in or about the Project arising from any breach or default on the part of Landlord in the performance of any covenant or agreement on the part of Landlord to be performed pursuant to the terms of this Lease or due to any other act or omission of Landlord, its agents, licensees or employees, but only to the extent of Tenant's liability, if any, in excess of amounts, if any, paid to Tenant under insurance covering such claims or liabilities. Landlord's obligations and liabilities pursuant to this Section shall survive the expiration or earlier termination of this Lease.

6 Matters of Record. Tenant acknowledges that the Building, the Premises and Landlord's interest

therein are subject to recorded or unrecorded agreements, easements, , declarations, restrictions or other matters affecting the title thereto, and Tenant hereby agrees that this Lease is subject to those matters as if their terms and conditions were set forth herein. Tenant shall, at its expense, comply with and cause the Premises to comply with the foregoing terms and conditions affecting the Premises or any part thereof, or the use thereof, at any time during the

'Term.

ARTICLE 15

DAMAGE OR DESTRUCTION BY CASUALTY

15.01 Damage or Destruction by Casualty. If the Premises or the Building are damaged by fire or other casualty and if such damage does not render all or a substantial portion of the Premises or the Building untenantable, then Landlord shall proceed to repair and restore the same with reasonable promptness, subject to reasonable delays for insurance adjustments and delays caused by matters beyond Landlord's reasonable control. If any such damage renders all or a substantial portion of the Premises or the Building untenantable, Landlord, with reasonable promptness after the occurrence of such damage, shall estimate the length of time that will be required to substantially complete the repair and restoration of such damage and shall advise Tenant by notice of such estimate. If it is estimated that the amount of time required to substantially complete such repair and restoration will exceed two hundred seventy (270) days from the date such damage

28

occurred, then either Landlord or Tenant (but as to Tenant, only if all or a substantial portion of the Premises are rendered untenantable) shall have the right to terminate this Lease as of the date of such damage upon giving notice to the other at any time within twenty (20) days after Landlord gives Tenant the notice containing said estimate (it being understood that, if it elects to do so, Landlord may also give such notice of termination together with the notice containing said estimate). Unless this Lease is so terminated, Landlord shall proceed with reasonable promptness to repair and restore the Premises, subject to reasonable delays for insurance adjustments and delays caused by matters beyond Landlord's reasonable control, and also subject to zoning laws and building codes then in effect. Landlord shall have no liability to Tenant, and Tenant shall not be entitled to terminate this Lease, except as hereinafter provided, if such repairs and restoration in fact are not completed within the time period estimated by Landlord or within two hundred seventy (270) days. If the Premises are not repaired or restored within eighteen (18) months after the date of such fire or other casualty, then either party may terminate this Lease, effective as of the date of such fire or other casualty, by written notice given to the other party not later than thirty (30) days after the expiration of said eighteen (18) month period, but prior to substantial completion of repair or restoration. Notwithstanding anything to the contrary set forth herein, (a) Landlord shall have no duty pursuant to this Section to repair or restore any portion of the alterations, additions or improvements owned or made by Tenant in the Premises or to expend for any repair or restoration amounts in excess of insurance proceeds paid to Landlord and available for repair or restoration; (b) Tenant shall not have the right to terminate this Lease pursuant to this Section if the damage or destruction was caused by the act or neglect of Tenant, its agents or employees; and (c) if any such damage rendering all or a substantial portion of the Premises or the Building untenantable shall occur during the last two (2) years of the Term, Landlord and Tenant shall each have the option to terminate this Lease by giving written notice to the other within sixty (60) days after the date such damage occurred, and if such option is so exercised, this Lease shall terminate as of the date of such notice.

15.02 Abatement of Rent. In the event any fire or casualty damage not caused by the act or neglect of Tenant, its agents or employees, renders the Premises untenantable and if this Lease is not terminated pursuant to Section 15.01 by reason of such damage, then Rent shall abate during the period beginning with the date of

such damage and ending with the date Landlord tenders the Premises to Tenant as being in a condition which permits Tenant to commerce and continuously perform improvements to the Premises to prepare the same for occupancy. Such abatement shall be in an amount bearing the same ratio to the total amount of Rent for such period as the portion of the Premises not usable by Tenant for its normal business operations from time to time bears to the entire Premises. In the event of termination of this Lease pursuant to Section 15.01, Rent shall be apportioned on a per diem basis and shall be paid to the date of the fire or casualty.

ARTICLE 16

EMINENT DOMAIN

If the entire Building or a substantial part thereof, or any part thereof which includes all or a substantial part of the Premises, shall be taken or condemned by any competent authority for any public or quasi-public use or purpose, the Term of this Lease shall end upon and not before the earlier of the date when the possession of the part so taken shall be required for such use or purpose

29

or the effective date of the taking, and without apportionment of the award to or for the benefit of Tenant. If any condemnation proceeding shall be instituted in which it is sought to take or damage any part of the Building, the taking of which, in Landlord's opinion, would prevent the economical operation of the Building, or if the grade of any street or alley adjacent to the Building is changed by any competent authority, and such taking, damage or change of grade makes it necessary or desirable to remodel the Building to conform to the taking, damage or changed grade, Landlord shall have the right to terminate this Lease upon written notice given to Tenant not less than ninety (90) days prior to the date of termination designated in said notice. In either of these events, Rent at the then current rate shall be apportioned as of the date of the termination. No money or other consideration shall be payable by Landlord to Tenant for the right of termination, and Tenant shall have no right to share in the condemnation award, whether for a total or partial taking, for loss of Tenant's leasehold or improvements or other loss or expenses or to share in any judgment for damages caused by the change of grade.

ARTICLE 17 DEFAULT

17.01 Events of Default. The occurrence of any one or more of the following matters constitutes a "Default" by Tenant under this Lease:

- a) Failure by Tenant to pay any Rent within five (5) days after notice of failure to pay the same on the due date;
- b) Failure by Tenant to pay, within five (5) days after notice of failure to pay on the due date from Landlord to Tenant, any other moneys required to be paid by Tenant under this Lease;
- c) Failure by Tenant to observe or perform any of the covenants with respect to assignment and subletting set forth in Article 13 and in accordance therewith;
- d) Failure by Tenant to comply with Tenant's warranties, representations or covenants set forth in Article 26;
- e) Failure by Tenant to cure, immediately after receipt of notice from Landlord, any hazardous condition which Tenant has created in violation of law or of this Lease;

f) Failure by Tenant to observe or perform any other covenant, agreement, condition or provision of this Lease, if such failure continues for thirty (30) days after notice thereof from Landlord to Tenant; provided, however, that if the nature of any such default is such that the same cannot be cured within thirty (30) days, Tenant shall have such additional period of time as may be necessary to cure such default provided that it commences to cure said default within the thirty (30) day period and proceeds diligently thereafter to complete such cure, and provided further that such default is cured within one hundred and twenty (120) days from the date of Landlord's notice to Tenant; further provided, that in the event the nature of any such default may result in or relate to an emergency, urgency or other matter that if not cured immediately, Landlord, the

30

Premises or the Building may suffer damages or harm or an individual suffer personal injury, such default shall be cured immediately upon the delivery of such notice.

g) The levy upon, under writ of execution or the attachment by legal process of, the leasehold interest of Tenant, or the filing or creation of a lien with respect to such leasehold interest, which lien shall not be released or discharged within thirty (30) days from the date of such filing;

h) Tenant becomes insolvent or bankrupt or admits in writing its inability to pay its debts as they mature, or makes an assignment for the benefit of creditors, or applies for or consents to the appointment of a trustee or receiver for Tenant or for the major part of its property,

(i) A trustee or receiver is appointed for Tenant or for the major part of its property and is not discharged within sixty (60) days after such appointment; or

(j) Any bankruptcy, reorganization, arrangement, insolvency or liquidation proceeding, or other proceeding for relief under any bankruptcy law, or similar law for the relief of debtors, is instituted (i) by Tenant or (ii) against Tenant and is allowed against it or is consented to by it or is not dismissed within sixty (60) days after such institution.

17.02 Rights and Remedies of Landlord. If a Default occurs, Landlord shall have the rights and remedies hereinafter set forth, which shall be distinct, separate and cumulative and shall not operate to exclude or deprive Landlord of any other right or remedy allowed it by law:

a) Landlord may terminate this Lease by giving to Tenant notice of Landlord's election to do so, in which event the Term of this Lease shall end, and all right, title and interest of Tenant hereunder shall expire, on the date stated in such notice;

b) Landlord may terminate the right of Tenant to possession of the Premises without terminating this Lease by giving notice to Tenant that Tenant's right to possession shall end on the date stated in such notice, whereupon the right of Tenant to possession of the Premises or any part thereof shall cease on the date stated in such notice; and

(c) Landlord may enforce the provisions of this Lease and may enforce and protect the rights of Landlord hereunder by a suit or suits in equity or at law for the specific performance of any covenant or agreement contained herein, or for the enforcement of any other appropriate legal or equitable remedy, including recovery of all moneys due or to become due from Tenant under any of the provisions of this Lease.

Notwithstanding any provision in this Lease to the contrary, or any provision of law, the benefit of which is expressly waived by Tenant (unless such waiver is not permitted), in no event shall Landlord be required to serve Tenant

with a notice of a failure by Tenant (including but not limited to permitted successors and assigns) pursuant to its obligations under this Lease, more than two (2) times within any Lease Year, and any failure thereafter by Tenant (including but not limited to permitted successors and assigns) shall not be subject to cure by Tenant (including but not limited to permitted successors and assigns), and shall constitute an event of default under this Lease.

31

17.03 Right to Re-Enter. If Landlord exercises either of the remedies provided in Sections 17.02(a) or (b), Tenant shall surrender possession and vacate the Premises and immediately deliver possession thereof to Landlord, and Landlord may re-enter and take complete and peaceful possession of the Premises, with or without process of law, full and complete license to do so being hereby granted to Landlord, and Landlord may remove all occupants and property therefrom, using such force as may be necessary, without being deemed guilty in any manner of trespass, eviction or forcible entry and detainer and without relinquishing Landlord's right to Rent or any other right given to Landlord hereunder or by operation of law.

17.04 Current Damages. If Landlord terminates the right of Tenant to possession of the Premises without terminating this Lease, Landlord shall have the right to immediate recovery of all amounts then due hereunder. Such termination of possession shall not release Tenant, in whole or in part, from Tenant's obligation to pay Rent hereunder for the full Term, and Landlord shall have the right, from time to time, to recover from Tenant, and Tenant shall remain liable for, all Base Rent, Rent Adjustments and any other sums accruing as they become due under this Lease during the period from the date of such notice of termination of possession to the stated end of the Term. In any such case, Landlord may relet the Premises or any part thereof for the account of Tenant for such rent, for such time (which may be for a term extending beyond the Term of this Lease) and upon such terms as Landlord shall determine and may collect the rents from such reletting. Landlord shall not be required to accept any tenant offered by Tenant or to observe any instructions given by Tenant relative to such reletting. Also, in any such case, Landlord may make repairs, alterations and additions in or to the Premises and redecorate the same to the extent deemed by Landlord necessary or desirable and in connection therewith change the locks to the Premises, and Tenant upon demand shall pay the cost of all of the foregoing together with Landlord's expenses of reletting. The rents from any such reletting shall be applied first to the payment of the expenses of reentry, redecoration, repair and alterations and the expenses of reletting and second to the payment of Rent herein provided to be paid by Tenant. Any excess or residue shall operate only as an offsetting credit against the amount of Rent due and owing as the same thereafter becomes due and payable hereunder, and the use of such offsetting credit to reduce the amount of Rent due Landlord, if any, shall not be deemed to give Tenant any right, title or interest in or to such excess or residue and any such excess or residue shall belong to Landlord solely, and in no event shall Tenant be entitled to a credit on its indebtedness to Landlord in excess of the aggregate sum (including Base Rent and Rent Adjustments) which would have been paid by Tenant for the period for which the credit to Tenant is being determined, had no Default occurred. No such reentry or repossession, repairs, alterations and additions, or reletting shall be construed as an eviction or ouster of 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 Tenant in whole or in part from any of Tenant's obligations hereunder, and Landlord, at any time and from time to time, may sue and recover judgment for any deficiencies

remaining after the application of the proceeds of any such reletting.

17.05 Final Damages. If this Lease is terminated by Landlord pursuant to Section 17.02(a), Landlord shall be entitled to recover from Tenant all Rent accrued and unpaid for the period up to and including such termination date, as well as all other additional sums payable by Tenant, or for which Tenant is liable or for which Tenant has agreed to indemnify Landlord under any of the provisions of this Lease, which may be then owing and unpaid, and all costs and expenses, including court costs and attorneys' fees incurred by Landlord in the enforcement of its rights and

32

remedies hereunder, and, 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 any concessions offered by Landlord to Tenant in connection with this Lease, including without limitation Landlord's contribution to the cost of tenant improvements and alterations, if any, installed by either Landlord or Tenant pursuant to this Lease or any Workletter, (b) the aggregate sum which at the time of such termination represents the excess, if any, of the present value of the aggregate rents which would have been payable after the termination date had this Lease not been terminated, including, without limitation, Base Rent at the annual rate or respective annual rates for the remainder of the Term provided for in Article 3 of this Lease or elsewhere herein and the amount projected by Landlord to represent Rent Adjustments for the remainder of the Term pursuant to Article 4 of this Lease, over the then present value of the then aggregate fair rental value of the Premises for the balance of the Term, such present worth to be computed in each case on the basis of a five percent (5%) per annum discount from the respective dates upon which such rentals would have been payable hereunder had this Lease not been terminated, and (c) any damages in addition thereto, including reasonable attorneys' fees and court costs, which Landlord sustains as a result of the breach of any of the covenants of this Lease other than for the payment of Rent.

6 Removal of Personal Property. All property of Tenant removed from the Premises by Landlord pursuant to any provision of this Lease or applicable law may be handled, removed or stored by Landlord at the cost and expense of Tenant, and Landlord shall not be responsible in any event for the value, preservation or safekeeping thereof. Tenant shall pay Landlord for all expenses incurred by Landlord with respect to such removal and storage so long as the same is in Landlord's possession or under Landlord's control. All such property not removed from the Premises or retaken from storage by Tenant within thirty (30) days after the end of the Term, however terminated, at Landlord's option, shall be conclusively deemed to have been conveyed by Tenant to Landlord as by bill of sale without further payment or credit by Landlord to Tenant

7 Attorneys' Fees. Tenant shall pay all of Landlord's costs, charges and expenses, including court costs and reasonable attorneys' fees, incurred in enforcing Tenant's obligations under this Lease, incurred by Landlord in any action brought by Tenant in which Landlord is the prevailing party, or incurred by Landlord in any litigation, negotiation or transaction in which Tenant causes Landlord, without Landlord's fault, to become involved or concerned.

8 Assumption or Rejection in Bankruptcy. If Tenant is adjudged bankrupt, or a trustee in bankruptcy is appointed for Tenant, Landlord and Tenant, to the extent permitted by law, agree to request that the trustee in bankruptcy determine within sixty (60) days thereafter whether to assume or to reject this Lease.

9 Default Under Other Leases. If the term of any lease, other than this Lease, for any space in the Building under which Tenant is now or hereafter the tenant, shall be terminated or terminable after the making of this Lease because of any default by Tenant under such other lease, such fact shall empower Landlord, at Landlord's sole option, to terminate this Lease by notice to Tenant or to exercise any of the rights or remedies set forth in Section 17.02.

ARTICLE 18

33

SUBORDINATION

18.01 Subordination. Landlord heretofore has executed and delivered and hereafter from time to time may execute and deliver a mortgage or trust deed in the nature of a mortgage (both hereinafter referred to as a "Mortgage"), against the Land and Building or any interest therein. If requested by the mortgagee or trustee under any Mortgage, Tenant will either (a) subordinate its interest in this Lease to said Mortgage, and to any and all advances made thereunder and to the interest thereon, and to all renewals, replacements, supplements, amendments, modifications and extensions thereof, or (b) make certain of Tenant's rights and interests in this Lease superior thereto; and Tenant will promptly execute and deliver such agreement or agreements as may be reasonably required by such mortgagee or trustee under any Mortgage, pursuant to a form which is commercially reasonable or typically used by the mortgagee; provided, upon Tenant's request, Landlord will request (at no cost to Landlord) such mortgagee or trustee to include in such agreement or agreements a provision that it will not disturb Tenant's rights pursuant to this Lease so long as tenant is not in default hereunder. Tenant covenants that it will not subordinate this Lease to any mortgage or trust deed other than a Mortgage without the prior written consent of the holder of the Mortgage.

18.02 Liability of Holder of Mortgage; Attornment. It is further agreed that (a) if any Mortgage is foreclosed and Tenant's rights hereunder are otherwise in full force and effect, so long as Tenant is not in default beyond any applicable notice or cure period, (i) the holder of the Mortgage, ground lessor, or their respective grantees, or purchaser at any foreclosure sale (or grantee in a deed in lieu of foreclosure), as the case may be, shall not be (x) liable for any act or omission of any prior landlord (including Landlord) (provided that any Landlord default of a continuing nature shall be cured in accordance with the terms and conditions of this Lease), (y) subject to any offsets or counterclaims which Tenant may have against a prior landlord (including Landlord), or (z) bound by any prepayment of Base Rent or Rent Adjustments which Tenant may have made in excess of the amounts then due for the next succeeding month, (ii) the liability of the mortgagee or trustee hereunder or purchaser at such foreclosure sale or the liability of a subsequent owner designated as Landlord under this Lease shall exist only so long as such trustee, mortgagee, purchaser or owner is the owner of the Building or Land and such liability shall not continue or

survive after further transfer of ownership; and (iii) upon request of the mortgagee or trustee, if the Mortgage is foreclosed, Tenant will attorn, as Tenant under this Lease, to the purchaser at any foreclosure sale under any Mortgage, and Tenant will execute such instruments as may be necessary or appropriate to evidence such attornment, provided Tenant's rights hereunder are otherwise in full force and effect, so long as Tenant is not in default beyond any applicable notice or cure period; and (b) this Lease may not be modified or amended so as to reduce the rent or shorten the term provided hereunder, or so as to affect adversely in any other respect to any material extent the rights of Landlord or Tenant, nor shall this Lease be cancelled or surrendered, without the prior written consent, in each instance, of the mortgagee or trustee under any Mortgage.

18.03 Short Form Lease. Should any prospective mortgagee require execution of a short form of lease for recording (containing the names of the parties, a description of the Premises, and the term of this Lease) or a certification from Tenant concerning this Lease in such form as may be required by a prospective mortgagee and in a form reasonably acceptable to Tenant, Tenant agrees

34

to execute promptly such short form of lease or certificate and deliver the same to Landlord within ten (10) days following the request therefor.

ARTICLE 19

MORTGAGEE PROTECTION

Tenant agrees to give any holder of any First Mortgage, as defined in Section 18.01, against the Land or Building, or any interest therein, by registered or certified mail, a copy of any notice or claim of default served upon Landlord by Tenant, provided that prior to such notice Tenant has been notified in writing (by way of service on Tenant of a copy of an assignment of Landlord's interests in leases, or otherwise) of the address of such First Mortgage holder. Tenant further agrees that if Landlord has failed to cure such default within twenty (20) days after such notice to Landlord (or if such default cannot be cured or corrected within that time, then such additional time as may be necessary if Landlord has commenced cure or correction within such twenty (20) days and is pursuing diligently the remedies or steps necessary to cure or correct such default), then the holder of the First Mortgage shall have an additional thirty (30) days after expiration of such twenty (20) day period within which to cure or correct such default (or if such default cannot be cured or corrected within that time, then such additional time as may be necessary if such holder of the First Mortgage has commenced cure or correction within such thirty (30) days and is pursuing diligently the remedies or steps necessary to cure or correct such default, including the time necessary to obtain possession if possession is necessary to cure or correct such default).

ARTICLE 20

ESTOPPEL CERTIFICATE

Tenant agrees that from time to time within ten (10) days of written request received from Landlord, or the holder of any Mortgage or any ground lessor, Tenant (or any permitted assignee, subtenant, licensee, concessionaire or other occupant of the Premises claiming by, through or under Tenant) will deliver to Landlord or to the holder of any Mortgage or ground lessor, a statement in writing signed by Tenant (and/or such other party) 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 and identifying the modifications); (b) the date upon which Tenant began paying Rent and the dates to which Rent and other charges have been paid; (c) that Landlord is not in default under any provision of this Lease, or, if

in default, the nature thereof in detail; (d) that the Premises have been completed in accordance with the terms hereof and Tenant is in occupancy and paying Rent on a current basis with no rental offsets or claims; (e) that there has been no prepayment of Rent other than that provided for in this Lease; (f) that there are no actions, whether voluntary or involuntary, pending against Tenant under the bankruptcy laws of the United States or any State thereof; and (g) such other matters as may be reasonably required by Landlord, the holder of the Mortgage or ground lessor.

ARTICLE 21

35

SUBROGATION AND INSURANCE

21.01 Waiver of Subrogation. Landlord and Tenant agree to have all fire and extended coverage and other property damage insurance which may be carried by either of them endorsed with a clause providing that any release from liability of or waiver of claim for recovery from the other party entered into in writing by the insured thereunder prior to any loss or damage shall not affect the validity of such policy or the right of the insured to recover thereunder, and providing further that the insurer waives all rights of subrogation which such insurer might have against the other party. Without limiting any release or waiver of liability or recovery set forth elsewhere in this Lease, and notwithstanding anything in this Lease which may appear to be to the contrary, each of the parties hereto waives 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. Notwithstanding the foregoing or anything contained in this Lease to the contrary, any release or any waiver of claims shall not be operative, nor shall the foregoing endorsements be required, in any case where the effect of such release or waiver is to invalidate insurance coverage or to invalidate the right of the insured to recover thereunder or to increase the cost thereof (provided that in the case of increased cost, the other party shall have the right, within ten (10) days following written notice thereof, to pay such increased cost and thereby keep such release or waiver in full force and effect).

21.02 Tenant's Insurance. Tenant shall carry insurance during the entire Term hereof with terms, coverages and companies satisfactory to Landlord and with such increases in limits as Landlord may request from time to time, but initially Tenant shall maintain the following coverages in the following amounts:

a) Comprehensive or commercial general liability insurance, including contractual liability, on an occurrence basis, in an amount not less than Three Million Dollars (\$3,000,000.00) combined single limit per occurrence, including, but not limited to, One Million Dollars (\$1,000,000.00) of fire and/or tenant legal liability coverage, covering Tenant as a named insured and Landlord and its beneficiaries, their respective partners, the managing agent for the Building and the respective officers, directors, shareholders, partners, agents and employees of each of the foregoing as additional insureds.

b) Insurance against fire, sprinkler leakage and vandalism, and the extended coverage perils for the full replacement cost of all additions, improvements and alterations to the Premises owned or made by Tenant, if any, and of all office furniture, trade fixtures, office equipment, merchandise and all other items of Tenant's property on the Premises, with loss or damage payable to Landlord and Tenant as their interests may appear.

c) Insurance coverage for any and all improvements to the Premises in accordance with the terms of this Section.

d) Business income insurance in a commercially reasonable amount, but in any event, not less than in an amount sufficient to cover Tenant's obligations pursuant to this Lease.

e) Commercial automobile insurance, in an amount not less than One Million Dollars (\$1,000,000.00) combined single limit per occurrence. If no automobiles are owned by Tenant, it shall carry hired and non-owned automobile liability insurance, in an amount not less than One Million Dollars (\$1,000,000.00) combined single limit per occurrence.

f) Workers' compensation insurance to the extent required by law, together with Employer's Liability limits of not less than One Million Dollars (\$1,000,000.00) combined single limit per occurrence.

(g) Commercially reasonable professional liability and malpractice insurance (provided the foregoing requirement may be satisfied if Tenant causes the occupants of the Premises providing medical or professional care to carry such coverage)

21.03 Certificates of Insurance. Tenant shall furnish to Landlord, prior to the commencement of the Term, policies or certificates evidencing such coverage, which policies or certificates shall state that such insurance coverage may not be reduced, cancelled or not renewed without at least thirty (30) days' prior written notice to Landlord and Tenant (unless such cancellation is due to nonpayment of premium, and in that case, only ten (10) days' prior written notice shall be sufficient).

21.04 Compliance with Requirements. Tenant shall comply and cause the Premises to comply with all applicable laws and ordinances, all court orders and decrees and all requirements of other governmental authorities, and shall not make, directly or indirectly, any use of the Premises which may be prohibited thereby, which may be dangerous to person or property, which may jeopardize any insurance coverage or which may increase the cost of insurance or require additional insurance coverage.

21.05 Landlord shall maintain during the Term the following insurance with such coverages and deductibles as Landlord may reasonably determine from time to time and are commercially reasonable, the cost of which shall be included in Expenses: commercial general liability insurance; worker compensation insurance as required by statute if the Landlord entity has any employees at the Bmlding; employer's liability insurance if the Landlord entity has any employees at the Building; commercial property insurance; and such other policies as Landlord shall deem appropriate or that may be required by any mortgagee.

ARTICLE 22

NONWAIVER

No waiver of any condition expressed in this Lease shall be implied by any neglect of the parties to enforce any remedy on account of the violation of such condition whether or not such violation is continued or repeated subsequently, and no express waiver shall affect any condition other than the one specified in such waiver and that one only for the time and in the manner specifically stated. Without limiting the parties' rights under Article 9, it is agreed that no receipt of moneys by Landlord from Tenant after the termination in any way of the Term or of Tenant's right

to possession hereunder or after the giving of any notice shall reinstate, continue or extend the Term or affect any notice given to Tenant prior to the receipt of such moneys. It is also agreed that after the service of notice or the commencement of a suit or after final judgment for possession of the Premises, Landlord may receive and collect any moneys due, and the payment of said moneys shall not waive or affect said notice, suit or judgment.

ARTICLE 23

TENANT - CORPORATION

Tenant represents and warrants that this Lease has been duly authorized, executed and delivered by and on behalf of Tenant and constitutes the valid and binding agreement of Tenant in accordance with the terms hereof and if Landlord so requests, Tenant shall deliver to Landlord or its agent, concurrently with the delivery of this Lease executed by Tenant, certified resolutions (which may be redacted to exclude matters not related to the approval of and authority for the execution of this Lease) of the board of directors (and shareholders, if required) authorizing Tenant's execution and delivery of this Lease and the performance of Tenant's obligations hereunder.

ARTICLE 24

REAL ESTATE BROKERS

The parties represent that they have dealt with and only with Greystone, Ltd. and NelsonHill (whose commission, if any, shall be paid by Landlord pursuant to separate agreement) as broker in connection with this Lease and agree to indemnify and hold harmless one another from all damages, liabilities, claims, losses, costs and expenses, including reasonable attorneys' fees, arising from any claims or demands of any other broker or brokers or finders for any commission alleged to be due such broker or brokers or finders in connection with its having dealt with such representing party, making such party's respective representation untrue. The parties shall, upon request from the other party, furnish to the requesting party an instrument executed by said broker waiving and releasing any and all liens or claims of lien that said broker may have in connection with the Premises or this ¹ Lease.

ARTICLE 25 NOTICES

All notices and demands required or desired to be given by either party to the other with respect to this Lease or the Premises shall be in writing and shall be delivered personally, sent by overnight courier service, prepaid, or sent by United States registered or certified mail, return receipt requested, postage prepaid, and addressed as herein provided. Notices to or demands upon Tenant shall be addressed to Tenant at c/o GK Medical Management, 8930 Waukegan Road, Suite 130, Morton Grove, Illinois 60053, Attn: Ken Lemer, with a copy to Sinai Health System, California Avenue at 15th Street, Chicago, Illinois 60608, Attn: Rachel Dvorken, with a copy to Quarks & Brady LLP, 300 North LaSalle Street, Suite 4000, Chicago, Illinois 60054, Attn: Derek Neathery. Notices to or demands upon Landlord shall be addressed to Landlord at 1229 West Randolph Street,

Second Floor, Chicago, Illinois 60607, c/o Michael D. Nelson, with a copy to Landlord's attorney at Wigoda & Wigoda, Attention: Robert M. Wigoda, Esq., 444 North Michigan Avenue, 26th Floor, Chicago, Illinois

60611. Notices and demands shall be deemed given and served (a) upon receipt or refusal, if delivered personally, (b) one (1) business day after deposit with an overnight courier service, or (c) three days following deposit in the United States mails, if mailed. Either party may change its address for receipt of notices by giving notice of such change to the other party in accordance herewith. Notices and demands from Landlord to Tenant may be signed by Landlord, its beneficiaries, the managing agent for the Real Property or the agent of any of them.

ARTICLE 26

HAZARDOUS SUBSTANCES

26.01 Defined Terms.

(A) "Claim" shall mean and include any demand, cause of action, proceeding, or suit for any one or more of the following: (i) actual or punitive damages, losses, injuries to person or property, damages to natural resources, fines, penalties, interest, contribution or settlement, (ii)

costs and expenses of site investigations, feasibility studies, information requests, health or risk assessments, or Response (as hereinafter defined) actions, and (iii) the costs and expenses of enforcing insurance, contribution or indemnification agreements.

(B) "Environmental Laws" shall mean and include all federal, state and local statutes, ordinandi, regulations and rules in effect and as amended from time to time relating to environmental quality, health, safety, contamination and cleanup, including, without limitation,

Clean Air Act, 42 U.S.C. Section 7401 et seq.; the Clean Water Act, 33 U.S.C. Section 1251

and the Water Quality Act of 1987; the Federal Insecticide, Fungicide, and Rodenticide Act ("FIFRA"), 7 U.S.C. Section 136 et seq.; the Marine Protection, Research, and Sanctuaries Act,

U.S.C. Section 1401 et seq.; the National Environmental Policy Act, 42 U.S.C. Section 4321 et

the Noise Control Act, 42 U.S.C. Section 4901 et seq.; the Occupational Safety and Health Act,

U.S.C. Section 651 et seq.; the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. Section 6901 et seq., as amended by the Hazardous and Solid Waste Amendments of 1984; the

Drinking Water Act, 42 U.S.C. Section 300f et seq.; die Comprehensive Environmental

Compensation and Liability Act ("CERCLA"), 42 U.S.C. Section 9601 et seq., as amended by

Superiund Amendments and Reauthorization Act, the Emergency Planning and Community Right-to-Know Act, and the Radon Gas and Indoor Air Quality Research Act; the Toxic

Control Act ("TSCA"), 15 U.S.C. Section 2601 et seq.; the Atomic Energy Act, 42 U.S.C.

2011 et seq., and the Nuclear Waste Policy Act of 1982, 42 U.S.C. Section 10101 et seq.; and the Environmental Protection Act of Illinois ("IEPA"), 111. Rev. Stat. ch. Ill 1/2 , para. 1001 et seq., and state and local superlien and environmental statutes and ordinances, with implementing regulations, rules and guidelines, as any of the foregoing may be amended from time to time.

Environmental Laws shall also include all state, regional, county, municipal, and other local

regulations, and ordinances insofar as they are equivalent or similar to the federal laws recited

above

or purport to regulate Hazardous Materials (as hereinafter defined).

39

C) "Hazardous Materials" shall mean and include the following, including mixtures thereof: any hazardous substance, pollutant, contaminant, waste, by-product or constituent regulated under CERCLA; oil and petroleum products and natural gas, natural gas liquids, liquefied natural gas and synthetic gas usable for fuel; pesticides regulated under FIFRA; medical waste; asbestos and asbestos-containing materials, PCBs, and other substances regulated under TSCA; source material, special nuclear material, by-product material and any other radioactive materials or radioactive wastes, however produced, regulated under the Atomic Energy Act or the Nuclear Waste Policy Act; chemicals subject to the OSHA Hazard Communication Standard, 29 C.F.R. ' 1910.1200 et seq.; and industrial process and pollution control wastes whether or not hazardous within the meaning of RCRA, and any other hazardous substance, pollutant or contaminant regulated under any other Environmental Law.

D) "Manage" or "Management" means to generate, manufacture, process, treat, store, use, re-use, refine, recycle, reclaim, blend or burn for energy recovery, incinerate, accumulate speculatively, transport, transfer, dispose of or abandon Hazardous Materials.

E) "Release" or "Released" shall mean any actual or threatened spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping or disposing of Hazardous Materials into the environment, as "environment" is defined in CERCLA.

F) "Response" or Respond" shall mean action taken to correct, remove, remediate, clean up, prevent, mitigate, monitor, evaluate, investigate, assess or abate the Release of a Hazardous Material.

26.02 Tenant's Obligations with Respect to Environmental Matters. During the term of this Lease, (i) Tenant shall comply at its sole cost and expense with all Environmental Laws; (ii) Tenant shall not Manage, or authorize the Management of, any Hazardous Materials on the Premises, including installation of any underground storage tanks, without prior written disclosure to and prior written approval by Landlord, except with respect to Hazardous Materials generally found in medical offices (including without limitation, medical waste, drugs, radiology equipment and oxygen) but only in quantities and Managed in compliance with all Environmental Laws; (iii) Tenant shall not take any action that would subject the Premises to the permit requirements under RCRA for storage, treatment or disposal of Hazardous Materials; (iv) Tenant shall not dispose of Hazardous Materials in dumpsters provided by Landlord for tenant use; (v) Tenant shall not discharge Hazardous Materials into Project drains or sewers; (vi) Tenant shall not cause or allow the Release of any Hazardous Materials on, to or from the Project or land and (vii) Tenant shall arrange at its sole cost and expense for the lawful transportation and off-site disposal at permitted landfills or other permitted disposal facilities and otherwise in accordance with all applicable Environmental Laws, of all Hazardous Materials that it generates.

26.03 Copies of Notices. During the term of this Lease, Tenant shall provide Landlord promptly with copies of all summons, citations, directives, information inquiries or requests, notices of potential responsibility, notices of violation or deficiency, orders or decrees, Claims, complaints, investigations, judgments, letters, notices of environmental liens or Response actions in progress, and other communications, written or oral, actual or threatened, from the United States Environmental Protection Agency, Occupational Safety and Health Administration, Illinois

Environmental Protection Agency, or other federal, state, or local agency or authority, or any other entity or individual, concerning (i) any actual or alleged Release of a Hazardous Material on, to or from the Premises; (ii) the imposition of any lien on the Premises; (iii) any actual or alleged violation of, or responsibility under, any Environmental Laws; or (iv) any actual or alleged liability under any theory of common law tort or toxic tort, including without limitation, negligence, trespass, nuisance, strict liability, or ultrahazardous activity.

26.04 Landlord's Right to Inspect. Landlord and Landlord's employees shall have the right to enter the Premises and conduct appropriate inspections or tests for the purpose of (i) determining Tenant's compliance with Environmental Laws, and (ii) determining the type, kind and quantity of all products, materials and substances brought onto the Premises or made or produced thereon, which constitute or may constitute Hazardous Materials. Landlord and its agents and representatives shall have the right to take samples in quantities sufficient for analysis of all products, materials and substances present on the Premises, which constitute or may constitute Hazardous Materials, including, but not limited to, samples, products, materials or substances brought onto or made or produced on the Premises by Tenant or its agents, employees, contractors or invitees. Tenant agrees to cooperate with such investigations by providing any relevant information requested by Landlord. Tenant may not perform any sampling, testing, or drilling to locate Hazardous Materials in the Building components on the Premises without the landlord's prior written consent.

26.05 Tests and Reports. Within ten (10) days of Tenant's receipt of a written request by Landlord, Tenant shall provide Landlord with (i) copies of all environmental reports and tests obtained by Tenant concerning the Project or its activities in the Project; (ii) copies of transportation and disposal contracts (and related manifests, schedules, reports, and other information) entered into or obtained by Tenant with respect to any Hazardous Materials; (iii) copies of any permits issued to Tenant under Environmental Laws with respect to the Premises; (iv) copies of any and all reports, notifications, and other filings made by Tenant to any federal, state, or local environmental authorities or agencies concerning the Project or its activities in the Project; and (v) any other applicable documents and information with respect to environmental matters relating to the Project. Tenant shall provide Landlord with the results of appropriate reports and tests, with transportation and disposal contracts for Hazardous Materials, with any permits issued under Environmental Laws, and with any other documents necessary to demonstrate that Tenant complies with all Environmental Laws relating to the Premises.

6 Tenant's Obligation to Respond. If Tenant's Management of Hazardous Materials at the Premises (i) gives rise to liability or to a Claim under any Environmental Law, or any common law theory of tort or otherwise; (ii) causes a threat to, or endangers, the public health; or (iii) creates a nuisance or trespass, Tenant shall, at its sole cost and expense, promptly take all applicable action in response so as to comply with all applicable Environmental Laws and eliminate or avoid any liability claim with respect thereto.

7 Landlord's Right to Act. In the event that Tenant shall fail to comply with any of its obligations under this Article 26 as and when required hereunder, Landlord shall have the right (but not the obligation) to take such action as is required to be taken by Tenant hereunder and in such event, Tenant shall be liable and responsible to Landlord for all costs, expenses, liabilities, claims

and other obligations paid, suffered, or incurred by landlord in connection with such matters. Tenant shall reimburse Landlord immediately upon demand for all such amounts for which Tenant is liable.

26.08 Indemnification. Notwithstanding anything contained in this Lease to the contrary, but subject to the provisions of Section 21.01, and except for liability caused by the negligence or willful acts of Landlord or its agents, employees, or contractors, Tenant shall reimburse, defend, indemnify and hold Landlord, and its beneficiaries, officers, directors, shareholders, employees, and agents, free and harmless from and against any and all Claims, Response costs, losses, liabilities, damages, costs, and expenses, including, without limitation, loss of rental income, loss due to business interruption, and reasonable attorneys' fees and costs, arising out of or in any way connected with any or all of the following:

- i) any Hazardous Materials which, at any time during the Term, are or were actually or allegedly Managed, generated, stored, treated, released, disposed of or otherwise located on or at the Premises (regardless of the location at which such Hazardous Material are now or may in the future be located or disposed of), including but not limited to, any and all (1) liabilities under any common law theory of tort, nuisance, strict liability, ultrahazardous activity, negligence or otherwise based upon, resulting from or in connection with any Hazardous Material; (2) obligations to take Response, cleanup or corrective action pursuant to any investigation or remediation in connection with the decontamination, removal, transportation, incineration, or disposal of any of the foregoing; and
- ii) any actual or alleged illness, disability, injury, or death of any person; in any manner arising out of or allegedly arisen out of exposure to Hazardous Materials or other substances or conditions present at the Premises, regardless of when any such illness, disability, injury, or death shall have occurred or been incurred or manifested itself; and
- iii) any actual or alleged failure of Tenant or the Premises at any time and from time to time to comply with all applicable Environmental Laws, whether before or after the effective date of this Lease; and
- iv) any failure by tenant to comply with its obligations under this Article 26.

In the event any Claims or other assertion of liability shall be made against Landlord for which Landlord is entitled to indemnity hereunder, Landlord shall notify Tenant of such Claim or assertion of liability and thereupon Tenant shall, at its sole cost and expense, assume the defense of such Claim or assertion of liability and continue such defense at all times thereafter until completion. The obligations of Tenant under this Article 26 shall survive any termination or expiration of this Lease.

ARTICLE 27 SECURITY DEPOSIT

42

27.01 Security Deposit. Tenant has deposited with Landlord the sum of ^MMMMHII 9HHHHIHHHHHHfII!0MMH (HMH^ as security for the full and faithful performance of every provision of this Lease to be performed by Tenant. If Tenant is in Default with respect to any provision of this Lease, including, but not limited to, the provisions relating to the

payment of Rent, Landlord may use, apply or retain all or any part of the security deposit for the payment of any Rent and any other sum with respect to which Tenant is in Default, or for the payment of any other amount which Landlord may spend or become obligated to spend by reason of a default by Tenant (beyond any applicable notice or cure period) to compensate Landlord for any other loss or damage which Landlord may suffer by reason of a default by Tenant (beyond any applicable notice or cure period) and for which Landlord is entitled to recover pursuant to the terms of this Lease. If any portion of the security deposit is to be used or applied, Tenant, within ten (10) days after written demand therefor, shall deposit cash with Landlord in an amount sufficient to restore the security deposit to its original amount and Tenant's failure to do so shall be a material breach of this Lease. Landlord shall not be required to keep the security deposit separate from its general funds and Tenant shall not be entitled to interest on any security deposit. If Tenant fully and faithfully performs every provision of this Lease to be performed by it, the security deposit or any balance thereof shall be returned to Tenant (or Tenant's assignee, if applicable) within thirty (30) days after the expiration of the Term and Tenant's vacation of the Premises.

27.02 Transfer of Security Deposit. Tenant hereby agrees not to look to any mortgagee as mortgagee, mortgagee in possession, or successor in title to the Building for accountability for any security deposit required by Landlord hereunder, unless said sums have actually been received by said mortgagee as security for Tenant's performance of this Lease. Landlord shall deliver the funds deposited hereunder by Tenant to the purchaser of Landlord's interest in the Building, in the event that such interest is sold, and thereupon Landlord, shall be discharged from any further liability with respect to such security deposit.

ARTICLE 28

TITLE AND COVENANT AGAINST LIENS

Landlord's title is paramount and always shall be paramount to the title of Tenant and nothing contained in this Lease shall empower Tenant to do any act which can, shall or may encumber the title of Landlord. Tenant covenants and agrees not to suffer or permit any lien of mechanics or materialmen to be placed upon or against the Premises, the Building, the Land or against Tenant's leasehold interest in the Premises and, in case of any such lien attaching, to pay and remove the same promptly, but not later than thirty (30) days after receipt of notice or becoming aware of same. Tenant has no authority or power to cause or permit any lien or encumbrance of any kind whatsoever, whether created by act of Tenant, operation of law or otherwise, to attach to or be placed upon the Premises, the Building or the Land, and any and all liens and encumbrances created by Tenant shall attach only to Tenant's interest in the Premises. If any such liens so attach and Tenant fails to pay and remove the same within thirty (30) days after receipt of notice of the same or becoming aware of the same, Landlord, at its election, may pay and satisfy the same and in such event the sums so paid by Landlord, with interest from the date of Landlord's payment thereof at the rate set forth in Section 29.08 for amounts owed to Landlord by Tenant, shall be deemed to be additional rent due and payable by Tenant within three (3) days following demand therefor.

43

ARTICLE 29

MISCELLANEOUS

29.01 Successors and Assigns. Each provision of this Lease shall extend to and shall bind and inure to the benefit not only of Landlord and Tenant, but also of their respective heirs, successors and assigns, but this provision shall not operate to permit any transfer, assignment, mortgage, encumbrance, lien, charge or subletting contrary to the provisions of this Lease.

29.02 Modifications in Writing. No modification, waiver or amendment of this Lease or of

any of its conditions or provisions shall be binding upon the parties unless in writing signed by the parties.

3 No Option; Irrevocable Offer. Submission of this instrument for examination shall not constitute a reservation of or option for the Premises or in any manner bind Landlord and no lease or obligation on Landlord shall arise until this instrument is signed and delivered by Landlord and Tenant; provided, however, the execution and delivery by Tenant of this Lease to Landlord or the agent of Landlord's beneficiary, if any, shall constitute an irrevocable offer by Tenant to lease the Premises on the terms and conditions herein contained, which offer may not be revoked for fifteen (15) days after such delivery.

4 Definition of Tenant. The word "Tenant" whenever used herein shall be construed to mean the party named above as Tenant or any one or more of them in all cases where there is more than one party named above as Tenant; and the necessary grammatical changes required to make the provisions hereof apply either to corporations, partnerships or other entities or individuals shall in all cases be assumed as though in each case fully expressed. In all cases where there is more than one party named above as Tenant, the liability of each shall be joint and several.

5 Definition of Landlord. The term "Landlord" as used in this Lease means only the owner or owners at the time being of the Project so that in the event of any assignment, conveyance or sale of Landlord's entire interest in the Project or any assignment of this Lease by Landlord and assumption of this Lease by such successor Landlord, said Landlord making such sale, conveyance or assignment shall be and hereby is entirely freed and relieved of all covenants and obligations of Landlord hereunder accruing after such sale, conveyance or assignment, subject to the terms of 27.02, and Tenant agrees to look solely to such purchaser, grantee or assignee with respect thereto. This Lease shall not be affected by any such assignment, conveyance or sale, and Tenant agrees to attorn to the purchaser, grantee or assignee.

6 Headings. The headings of Articles and Sections are for convenience only and do not limit, expand or construe the contents of the Articles and Sections.

7 Time of Essence. Time is of the essence of this Lease and of all provisions hereof.

44

8 Default Rate of Interest. All amounts, including, without limitation, Base Rent and Rent Adjustments, owed by Tenant to Landlord pursuant to any provision of this Lease shall bear interest from the date due until paid at the annual rate of four percent (4%) in excess of the rate of interest announced in the Wall Street Journal (from time to time), as its prime, reference or corporate base rate, changing as and when said prime, reference or corporate base rate changes, unless a lesser rate is then the maximum rate permissible by law with respect thereto, in which event said lesser rate shall be charged.

9 Severability. The invalidity of any provision of this Lease shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Lease.

10 Entire Agreement. All understandings and agreements, oral or written, previously made between the parties hereto are merged in this Lease, which alone fully and completely expresses the agreement between Landlord (and its beneficiaries, if any, and their agents) and Tenant. This Lease cannot be amended or modified except by a written instrument executed by Landlord and Tenant.

11 Force Majeure. If Landlord fails to perform timely any of the terms, covenants or conditions of this Lease to be performed by Landlord and such failure is due in whole or in part to any strike, lockout, labor trouble, civil

disorder, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrections, war, fuel shortages, accidents, casualties, acts of God, acts caused directly or indirectly by Tenant, or by Tenant's agents, employees, contractors, licensees or invitees, or any other cause beyond the reasonable control of Landlord, then Landlord shall not be deemed in default under this Lease as a result of such failure and any time for performance by Landlord provided for herein shall be extended by the period of delay resulting from such cause.

12 Quiet Possession. Upon payment by Tenant of the Rent due hereunder, and upon the observance and performance of all the covenants, terms and conditions on Tenant's part to be observed and performed under this Lease, Tenant shall peaceably and quietly hold and enjoy the Premises for the Term, without hindrance or interruption by Landlord or its agents, employees, or contractors (to the extent (i) such agents or employees are acting within the scope of their agency or employment with Landlord, as the case may be, and (ii) such contractors are acting within the scope of their contract with Landlord), always subject, however, to the terms and conditions of this Lease.

13 Authority. Landlord hereby represents that this Lease has been fully authorized and no further approvals are required.

ARTICLE 30

AMERICANS WITH DISABILITIES ACT

The parties acknowledge that the Americans With Disabilities Act of 1990 (42 U.S.C. '12101 et seq.) and regulations and guidelines promulgated thereunder, as all of the same may be amended and supplemented from time to time (collectively referred to herein as the "ADA") establish requirements under Title III of the ADA ("Title III") pertaining to business operations,

45

accessibility and barrier removal, and that such requirements may be unclear and may or may not apply to the Premises and the Building depending on, among other things: (1) whether Tenant's business operations are deemed a "place of public accommodation" or a "commercial facility," (2) whether compliance with such requirements is "readily achievable" or "technically infeasible," and (3) whether a given alteration affects a "primary function area" or triggers so-called "path of travel" requirements. The parties acknowledge and agree that Tenant has been provided an opportunity to inspect the Premises and the Building sufficient to determine whether or not the Premises and the Building in their condition current as of the date hereof deviate in any manner from the ADA Accessibility Guidelines ("ADAAG") or any other requirements under the ADA pertaining to the accessibility of the Premises or the Building. Tenant further acknowledges and agrees that except as may otherwise be specifically provided herein, Tenant accepts the Premises and the Building in "as-is" condition and agrees that Landlord makes no representation or warranty as to whether the Premises or the Building conform to the requirements of the ADAAG or any other requirements under the ADA pertaining to the accessibility of the Premises or the Building. Tenant has prepared or reviewed the plans and specifications for the Tenant's Work and has independently determined that such plans and specifications are in conformance with the ADAAG and any other requirements of the ADA. Tenant further acknowledges and agrees that to the extent that Landlord prepared, reviewed or approved any of those plans and specifications, such action shall in no event be deemed any representation or warranty that the same comply with any requirements of the ADA. Notwithstanding anything to the contrary in this Lease, the parties hereby agree to allocate responsibility for Title III compliance as follows: (a) Tenant shall be responsible for all Title III compliance and costs in connection with the Premises, including structural work, if any, and including any leasehold improvements or other work to be performed in the Premises under or in connection with this Lease, but excluding any matters with respect to exterior entrances to the Premises which Landlord shall perform and the costs of which shall be includable in Expenses, and (b) with respect to areas in the Project outside of the Premises, Landlord shall perform, and Tenant shall be responsible for the cost of, any so-called Title III "path of travel" requirements triggered by any construction activities or alterations in the Premises, but

excluding matters in the parking lot serving the Building and included within Landlord's Work. Except as set forth above with respect to Landlord's Title III obligations, Tenant shall be solely responsible for all other requirements under the ADA relating to the Tenant or any affiliates or persons or entities related to the Tenant (Collectively, "Affiliates"), operations of the Tenant or Affiliates, or the Premises, including, without limitation, requirements under Title I of the ADA pertaining to Tenant's employees.

ARTICLE 31

EXCULPATORY PROVISIONS

It is understood and agreed expressly by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, warranties, covenants, undertakings and agreements made herein on the part of Landlord, while in form purporting to be the representations, warranties, covenants, undertakings and agreements of Landlord, are nevertheless each and every one of them made and intended, not as personal representations, warranties, covenants, undertakings and agreements by Landlord or for the purpose or with the intention of binding Landlord personally, but are made and intended for the purpose only of subjecting Landlord's interest in the Building, the Land and the Premises to the terms of this Lease

46

and for no other purpose whatsoever, and in case of default hereunder by Landlord (or default through, under or by any of its beneficiaries, or agents or representatives of said beneficiaries), Tenant shall look solely to the interests of Landlord in the Building and Land.

(signature page follows)

47

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Office Lease as of the Lease Date.

LANDLORD:

Eleven Eleven/Management LLC, an Illinois limited liability company,

Name: Ifranc Nelson Title:

Sinai Health System, an Illinois not-for-profit corporation

EXHIBIT A

LEGAL DESCRIPTION

PARC ELi OKH: LOTS 1, 2 AND 3 (EXCKPT THE SOOTH i1/3 INCHES OF SAID LOT 3) XN TURNER AND BOND'S SUBDIVISION OP BLOCK 10 IH MORRIS AND OTHER'S SUBDIVISION OF THE WEST 1/2 OP THB SOUTH WEST 1/4 OF SECTION 18, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IS COOK COUNTY. ILLINOIS.

PARCEL TWO; LOTS 27, 28 AND 29 IN WHEELER'S SUBDIVISION OF BLOCK 11 IN MORRIS AND OTHER'S SUBDIVISION OF THE WEST 1/2 OP THE SOOTH WEST 1/4 OF SECTION 18, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL THREE: LOT 8 (EXCEPT THE WEST 17.0 FEET OF SAID LOTS 3 TO 8 TAKEN FOR WIDENING OF WESTERN AVB> IN TURNER AND BOND'S SUBDIVISION OF BLOCK 10 IN WORRIS AND OTHERS SUBDIVISION OP THB WEST 1/2 OF THB SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 39 NORTH, RANGE 14 EAST OF TBS THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL. FOUR: LOT 9 CEXCEPT THE PART OF LOT 9 LYING WEST OF A LINE 50 FEET BAST OF AND PARALLEL WITH VEST LINE OF SECTION 18) IN TURNERS AND BONDS SUBDIVISION OF BLOCK 10 IN MORRIS AND OTHERS SUBDIVISION OF THE WEST 1/2 OF THB SOUTHWEST 1/4 OF SBCTION 18, TOWNSHIP 39 NORTH, RANGE 14, BAST OP THB THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL FIVE: THE SOUTH 2 1/2 INCHES OF LOT 3 ALL OF LOTS 4, 5, 6, AND 7 (EXCEPT THB NEST 17.0 FEET OF SAID LOTS 3 TO 7 TAKEN FOR WIDENING OF WESTERN AVE) IN TURNER AND BOND'S SUBDIVISION OF BLOCK 10 IN MORRIS AND OTHERS SUBDIVISION OF THB WEST 1/2 OF THE SOUTH NEST 1/4 OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL TAKEN AS TRACT, {EXCEPTING THEREFROM THE NORTH 75.65 FEET OF THB EAST 77.25 PBET) IN COOK COUNTY, ILLINOIS.

EXHIBIT B FLOOR PLAN FOR THE
PREMISES

Vascular Access Clinic
11115. Western Chicago. IL 60612

EXHIBIT C
STIPULATION OF TERM OF LEASE

THIS STIPULATION OF TERM OF LEASE (this "Stipulation") is executed as of this
day of ¹ , 20_ (the "Stipulation Date") by Sinai Health System, an
Illinois not-for-profit corporation ("Tenant") and Eleven Eleven Management LLC, an Illinois limited liability
company ("Landlord"), with respect to that certain Shopping Center Retail Lease dated July 29, 2013, as the
same may have been amended (the "Lease") pursuant to which Tenant has leased from Landlord certain
premises consisting of approximately six thousand four hundred eighty six (6,486) square feet and being
known generally by street and number as 1105 South Western Avenue, Chicago, Illinois 60608, as further
described in the Lease (the "Premises").

In consideration of the mutual covenants and agreements set forth in the Lease, Landlord and Tenant
hereby acknowledge and stipulate as follows:

1. All initially capitalized terms used herein shall have the meanings set forth for such terms in the Lease.
2. The Commencement Date occurred on
3. The Expiration Date is .
4. If properly exercised by Tenant, the Extension Period shall commence on
and expire on . Tenant must give written notice of its
exercise of the first extended term on or before
5. Tenant's Proportionate Share is .
6. As of the Stipulation Date Landlord has satisfied all of its obligations with respect to the Lease
which are required to be completed as of the Stipulation Date, including, but not limited to,
Landlord's Work.
7. Tenant has accepted the Premises and is satisfied with the condition thereof.
8. Nothing in this Stipulation shall be deemed to amend the terms of the Lease.

(signature page follows)

I

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

LANDLORD:

Eleven Eleven Management LLC, an Illinois limited liability company.

TENANT:

Sinai Health System, an Illinois not-for-profit corporation

By:

By: _

Name: Mark Nelson Name: Title: Authorized Member Title:

EXHIBIT D

RULES AND REGULATIONS

None as of the Lease Date with Landlord having the right to promulgate rules and regulations in accordance with the terms and condition of the Lease.

I
EXHIBIT E
TENANT'S SIGNS

NORTH SIGN

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WORKLETTER

Landlord's Work shall include:

1. Roof repairs as identified in the report dated June 21,2013 submitted by Nations Roofing, with Landlord having the right to bid out the work for such repairs to two (2) or more contractors companies of Landlord's choice. Tenant shall have the right to inspect such work.

The foregoing roof repairs shall commence within sixty (60) days after the Lease Date and thereafter diligently pursued to completion.

2. Tenant shall obtain not later than thirty (30) days after the Lease Date a proposal to clean any mold discovered in the ceiling area of the Premises affected by any leaks in the roof of the Building. Landlord may either accept such proposal or at its bid out the work for such repairs to two (2) or more contractors companies of Landlord's choice, with the work to be performed thereafter. Tenant shall have the right to inspect such work.

The foregoing cleaning shall commence within sixty (60) days after the delivery to Landlord by Tenant of the foregoing proposal and thereafter diligently pursued to completion.

3. Landlord is responsible for the development of the north parking lot of the Project consisting of approximately 14,000 square feet in accordance with the geometric plan as produced by the landlord's civil engineer, SpaceCo dated July 12,2013. Such development will be paved, fenced, striped, and landscaped in accordance with the requirements of the Building Code of the City of Chicago.

Tenant's Work:

To be governed by the terms and conditions of the Lease.

Landlord shall use commercially efforts to promptly respond to any request by Tenant for approval of matters for which Landlord's approval is required.

1

1111 S. Western Ave. Lease No. 10085

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

**CITY OF CHICAGO ECONOMIC DISCLOSURE
STATEMENT AND AFFIDAVIT**

SECTION I -- GENERAL INFORMATION

A. Legal name of the Disclosing Party submitting this EDS. Include d/b/a/ if applicable: SINAI HEALTH SYSTEM

Check ONE of the following three boxes:

Indicate whether the Disclosing Party submitting this EDS is:

1. ☐ the Applicant
OR

2. ☐ a legal entity currently holding, or anticipated to hold within six months after City action on the contract, transaction or other undertaking to which this EDS pertains (referred to below as the "Matter"), a direct or indirect interest in excess of 7.5% in the Applicant. State the Applicant's legal name:

OR

3. ☐ a legal entity with a direct or indirect right of control of the Applicant (see Section 11(B)(1)) State the legal name of the entity in which the Disclosing Party holds a right of control:

B. Business address of the Disclosing Party: 1500S. California Ave.

Chicago, IL 60608

C. Telephone: (773) 257-5011

Fax: (773) 257-2735

Email: jesse.green@sinai.org <mailto:jesse.green@sinai.org>

D. Name of contact person: Jesse a. Green

E. Federal Employer Identification No. (if you have one):

F. Brief description of the Matter to which this EDS pertains. (Include project number and location of property, if applicable):

Property Lease for 1111 S. Western, August 1, 2019 - January 31, 2024

G. Which City agency or department is requesting this EDS? Department of Fleet & Facility Management

If the Matter is a contract being handled by the City's Department of Procurement Services, please complete the following:

Specification #

and Contract #

Ver.2018-1

Page 1 of 15

Person

Publicly registered business corporation

Privately held business corporation

Sole proprietorship

General partnership

Limited partnership

Trust

Limited liability company Limited liability partnership Joint venture

/

Not-for-profit corporation TJs the not-for-profit corporation also a 501(c)(3)?

Yes [] No [] Other (please specify)

2. For legal entities, the state (or foreign country) of incorporation or organization, if applicable:

ILLINOIS

3. For legal entities not organized in the State of Illinois: Has the organization registered to do business in the State of Illinois as a foreign entity?

Organized in Illinois

B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:

1. List below the full names and titles, if applicable, of: (i) all executive officers and all directors of the entity; (ii) for not-for-profit corporations, all members, if any, which are legal entities (if there are no such members, write "no members which are legal entities"); (iii) for trusts, estates or other similar entities, the trustee, executor, administrator, or similarly situated party; (iv) for general or limited partnerships, limited liability companies, limited liability partnerships or joint ventures, each general partner, managing member,

manager or any other person or legal entity that directly or indirectly controls the day-to-day management of the Applicant.

NOTE: Each legal entity listed below must submit an EDS on its own behalf.

Name

See Exhibit "A"

No Members which are legal entities

2. Please provide the following information concerning each person or legal entity having a direct or indirect, current or prospective (i.e. within 6 months after City action) beneficial interest (including ownership) in excess of 7.5% of the Applicant. Examples of such an interest include shares in a corporation, partnership interest in a partnership or joint venture, interest of a member or manager in a

Page 2 of 15

limited liability company, or interest of a beneficiary of a trust, estate or other similar entity. If none, state "None."

NOTE: Each legal entity listed below may be required to submit an EDS on its own behalf.

Name	Business Address	Percentage Interest in the Applicant
N/A		

SECTION in - INCOME OR COMPENSATION TO, OR OWNERSHIP BY, CITY ELECTED OFFICIALS

Has the Disclosing Party provided any income or compensation to any City elected official during the 12-month period preceding the date of this EDS? Qj] Yes [^]No

Does the Disclosing Party reasonably expect to provide any income or compensation to any City elected official during the 12-month period following the date of this EDS? Yes

If "yes" to either of the above, please identify,below the name(s) of such City elected official(s) and describe such income or compensation:

Does any City elected official or, to the best of the Disclosing Party's knowledge after reasonable inquiry, any City elected official's spouse or domestic partner, have a financial interest (as defined in Chapter 2-156 of the Municipal Code of Chicago ("MCC")) in the Disclosing Party? OYes f/iNo

If "yes," please identify below the name(s) of such City elected official(s) and/or spouse(s)/domestic partner(s) and describe the financial interest(s).

SECTION IV ~ DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist (as defined in MCC Chapter 2-156), accountant, consultant and any other person or entity whom the Disclosing Party has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Disclosing Party is not required to disclose employees who are paid solely through the Disclosing Party's regular payroll. If the Disclosing Party is uncertain whether a disclosure is required under this Section, the Disclosing Party must either ask the City whether disclosure is required or make the disclosure.

Page 3 of 15

Name (indicate whether retained or anticipated to be retained)	Business Address	Relationship to Disclosing Party (subcontractor, attorney, lobbyist, etc.)	Fees (indicate whether paid or estimated.) NOTE: "hourly rate" or "t.b.d." is not an acceptable response.
NONE			

(Add sheets if necessary)

y Check here if the Disclosing Party has not retained, nor expects to retain, any such persons or entities.

SECTION V -- CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

Under MCC Section 2-92-415, substantial owners of business entities that contract with the City must remain in compliance with their child support obligations throughout the contract's term.

Has any person who directly or indirectly owns 10% or more of the Disclosing Party been declared in arrearage on any child support obligations by any Illinois court of competent jurisdiction?

QYes **Q**No ☐ No person directly or indirectly owns 10% or more of the Disclosing Party.

If "Yes," has the person entered into a court-approved agreement for payment of all support owed and is the person in compliance with that agreement?

QYes ☐ No

B. FURTHER CERTIFICATIONS

1. [This paragraph 1 applies only if the Matter is a contract being handled by the City's Department of Procurement Services.] In the 5-year period preceding the date of this EDS, neither the Disclosing Party nor any Affiliated Entity [see definition in (5) below] has engaged, in connection with the performance of any public contract, the services of an integrity monitor, independent private sector inspector general, or integrity compliance consultant (i.e., an individual or entity with legal, auditing, investigative, or other similar skills, designated by a public agency to help the agency monitor the activity of specified agency vendors as well as help the vendors reform their business practices so they can be considered for agency contracts in the future, or continue with a contract in progress).

2. The Disclosing Party and its Affiliated Entities are not delinquent in the payment of any fine, fee, tax or other source of indebtedness owed to the City of Chicago, including, but not limited to, water and sewer charges, license fees, parking tickets, property taxes and sales taxes, nor is the Disclosing Party delinquent in the payment of any tax administered by the Illinois Department of Revenue.

Page 4 of 15

3. The Disclosing Party and, if the Disclosing Party is a legal entity, all of those persons or entities identified in Section 11(B)(1) of this EDS:

a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;

b. have not, during the 5 years before the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;

c. are not presently indicted for, or criminally or civilly charged by, a governmental entity (federal, state or local) with committing any of the offenses set forth in subparagraph (b) above;

d. have not, during the 5 years before the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause Or default; and

e. have not, during the 5 years before the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, or in any criminal or civil action, including actions concerning environmental violations, instituted by the City or by the federal government, any state, or any other unit of local government.

4. The Disclosing Party understands and shall comply with the applicable requirements of MCC Chapters 2-56 (Inspector General) and 2-156 (Governmental Ethics).

5. Certifications (5), (6) and (7) concern:

- the Disclosing Party;
- any "Contractor" (meaning any contractor or subcontractor used by the Disclosing Party in connection with the Matter, including but not limited to all persons or legal entities disclosed under Section IV, "Disclosure of Subcontractors and Other Retained Parties");

- any "Affiliated Entity" (meaning a person or entity that, directly or indirectly: controls the Disclosing Party, is controlled by the Disclosing Party, or is, with the Disclosing Party, under common control of another person or entity). Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members, shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity to do business with federal or state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity. With respect to Contractors, the term Affiliated Entity means a person or entity that directly or indirectly controls the Contractor, is controlled by it, or, with the Contractor, is under common control of another person or entity;
- any responsible official of the Disclosing Party, any Contractor or any Affiliated Entity or any other official, agent or employee of the Disclosing Party, any Contractor or any Affiliated Entity, acting pursuant to the direction or authorization of a responsible official of the Disclosing Party, any Contractor or any Affiliated Entity (collectively "Agents").

Page 5 of 15

Neither the Disclosing Party, nor any Contractor, nor any Affiliated Entity of either the Disclosing Party or any Contractor, nor any Agents have, during the 5 years before the date of this EDS, or, with respect to a Contractor, an Affiliated Entity, or an Affiliated Entity of a Contractor during the 5 years before the date of such Contractor's or Affiliated Entity's contract or engagement in connection with the Matter:

- a. bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;
- b. agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty of agreement or collusion among bidders or prospective bidders, in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
- c. made an admission of such conduct described in subparagraph (a) or (b) above that is a matter of record, but have not been prosecuted for such conduct; or
- d. violated the provisions referenced in MCC Subsection 2-92-320(a)(4)(Contracts Requiring a Base Wage); (a)(5)(Debarment Regulations); or (a)(6)(Minimum Wage Ordinance).

6. Neither the Disclosing Party, nor any Affiliated Entity or Contractor, or any of their employees, officials, agents or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of (1) bid-rigging in violation of 720 ILCS 5/33E-3; (2) bid-rotating in violation of 720 ILCS 5/33E-4; or (3) any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.

7. Neither the Disclosing Party nor any Affiliated Entity is listed on a Sanctions List maintained by the United States Department of Commerce, State, or Treasury, or any successor federal agency.

8. [FOR APPLICANT ONLY] (i) Neither the Applicant nor any "controlling person" [see MCC Chapter 1-23, Article I for applicability and defined terms] of the Applicant is currently indicted or charged with, or has admitted guilt of, or has ever been convicted of, or placed under supervision for, any criminal offense involving actual, attempted, or conspiracy to commit bribery, theft, fraud, forgery, perjury, dishonesty or deceit against an

officer or employee of the City or any "sister agency"; and (ii) the Applicant understands and acknowledges that compliance with Article I is a continuing requirement for doing business with the City. NOTE: If MCC Chapter 1-23, Article I applies to the Applicant, that Article's permanent compliance timeframe supersedes 5-year compliance timeframes in this Section V.

9. [FOR APPLICANT ONLY] The Applicant and its Affiliated Entities will not use, nor permit their subcontractors to use, any facility listed as having an active exclusion by the U.S. EPA on the federal System for Award Management ("SAM").

10. [FOR APPLICANT ONLY] The Applicant will obtain from any contractors/subcontractors hired or to be hired in connection with the Matter certifications equal in form and substance to those in Certifications (2) and (9) above and will not, without the prior written consent of the City, use any such

Ver.2018-1

Page 6 of 15

contractor/subcontractor that does not provide such certifications or that the Applicant has reason to believe has not provided or cannot provide truthful certifications.

11. If the Disclosing Party is unable to certify to any of the above statements in this Part B (Further Certifications), the Disclosing Party must explain below:

N/A

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Disclosing Party certified to the above statements.

12. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all current employees of the Disclosing Party who were, at any time during the 12-month period preceding the date of this EDS, an employee, or elected or appointed official, of the City of Chicago (if none, indicate with "N/A" or "none").

N/A

13. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all gifts that the Disclosing Party has given or caused to be given, at any time during the 12-month period preceding the execution date of this EDS, to an employee, or elected or appointed official, of the City of Chicago. For purposes of this statement, a "gift" does not include: (i) anything made generally available to City employees or to the general public, or (ii) food or drink provided in the course of official City business and having a retail value of less than \$25 per recipient, or (iii) a political contribution otherwise duly reported as required by law (if none, indicate with "N/A" or "none"). As to any gift listed below, please also list the name of the City recipient.

N/A

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

1. The Disclosing Party certifies that the Disclosing Party (check one)

☐ is ☐ Q is not ,

a "financial institution" as defined in MCC Section 2-32-455(b).

2. If the Disclosing Party IS a financial institution, then the Disclosing Party pledges:

"We are not and will not become a predatory lender as defined in MCC Chapter 2-32. We further pledge that none of our affiliates is, and none of them will become, a predatory lender as defined in MCC Chapter 2-32. We understand that becoming a predatory lender or becoming an affiliate of a predatory lender may result in the loss of the privilege of doing business with the City."

Page 7 of 15

If the Disclosing Party is unable to make this pledge because it or any of its affiliates (as defined in MCC Section 2-32-455(b)) is a predatory lender within the meaning of MCC Chapter 2-32, explain here (attach additional pages if necessary):

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Disclosing Party certified to the above statements.

D. CERTIFICATION REGARDING FINANCIAL INTEREST IN CITY BUSINESS

Any words or terms defined in MCC Chapter 2-156 have the same meanings if Used in this Part D.

1. In accordance with MCC Section 2-156-110: To the best of the Disclosing Party's knowledge after reasonable inquiry, does any official or employee of the City have a financial interest in his Or her own name or in the name of any other person or entity in the Matter?

QYes [7]No

NOTE: If you checked "Yes" to Item D(1), proceed to Items D(2) and D(3). If you checked "No" to Item D(1), skip Items D(2) and D(3) and proceed to Part E.

2. Unless sold pursuant to a process of competitive bidding, or otherwise permitted, no City elected official or employee shall have a financial interest in his or her own name or in the name of any other person or entity in the purchase of any property that (i) belongs to the City, or (ii) is sold for taxes or assessments, or (iii) is sold by virtue of legal process at the suit of the City (collectively, "City Property Sale"). Compensation for property taken pursuant to the City's eminent domain power does not constitute a financial interest within the meaning of this Part D.

Does the Matter involve a City Property Sale?

QYes QNo

3. If you checked "Yes" to Item D(1), provide the names and business addresses of the City officials or employees having such financial interest and identify the nature of the financial interest:

Name	Business Address	Nature of Financial Interest
------	------------------	------------------------------

4. The Disclosing Party further certifies that no prohibited financial interest in the Matter will be acquired by any City official or employee.

Page 8 of 15

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

Please check either (1) or (2) below. If the Disclosing Party checks (2), the Disclosing Party must disclose below or in an attachment to this EDS all information required by (2). Failure to comply with these disclosure requirements may make any contract entered into with the City in connection with the Matter voidable by the City.

ELi.

The Disclosing Party verifies that the Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities regarding records of investments or profits from slavery or slaveholder insurance policies during the slavery era (including insurance policies issued to slaveholders that provided coverage for damage to or injury or death of their slaves), and the Disclosing Party has found no such records.

J _2. The Disclosing Party verifies that, as a result of conducting the search in step (1) above, the Disclosing Party has found records of investments or profits from slavery or slaveholder insurance policies. The Disclosing Party verifies that the following constitutes full disclosure of all such records, including the names of any and all slaves or slaveholders described in those records:

SECTION VI -- CERTIFICATIONS FOR FEDERALLY FUNDED MATTERS

NOTE: If the Matter is federally funded, complete this Section VI. If the Matter is not federally funded, proceed to Section VII. For purposes of this Section VI, tax credits allocated by the City and proceeds of debt obligations of the City are not federal funding.

A. CERTIFICATION REGARDING LOBBYING

1. List below the names of all persons or entities registered under the federal Lobbying Disclosure Act of

1995, as amended, who have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter: (Add sheets if necessary):

(If no explanation appears or begins on the lines above, or if the letters "NA" or if the word "None" appear, it will be conclusively presumed that the Disclosing Party means that NO persons or entities registered under the Lobbying Disclosure Act of 1995, as amended, have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter.)

2. The Disclosing Party has not spent and will not expend any federally appropriated funds to pay any person or entity listed in paragraph A(1) above for his or her lobbying activities or to pay any person or entity to influence or attempt to influence an officer or employee of any agency, as defined by applicable federal law, a member of Congress, an officer or employee of Congress, or an employee

Vcr.2018-1

Page 9 of IS

of a member of Congress, in connection with the award of any federally funded contract, making any federally funded grant or loan, entering into any cooperative agreement, or to extend, continue, renew, amend, or modify any federally funded contract, grant, loan, or cooperative agreement.

3. The Disclosing Party will submit an updated certification at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the statements and information set forth in paragraphs A(1) and A(2) above.

4. The Disclosing Party certifies that either: (i) it is not an organization described in section 501(c)(4) of the Internal Revenue Code of 1986; or (ii) it is an organization described in section 501(c)(4) of the Internal Revenue Code of 1986 but has not engaged and will not engage in "Lobbying Activities," as that term is defined in the Lobbying Disclosure Act of 1995, as amended.

5. If the Disclosing Party is the Applicant, the Disclosing Party must obtain certifications equal in form and substance to paragraphs A(1) through A(4) above from all subcontractors before it awards any subcontract and the Disclosing Party must maintain all such subcontractors' certifications for the duration of the Matter and must make such certifications promptly available to the City upon request.

B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

If the Matter is federally funded, federal regulations require the Applicant and all proposed subcontractors to submit the following information with their bids or in writing at the outset of negotiations.

Is the Disclosing Party the Applicant?

If "Yes," answer the three questions below:

1. Have you developed and do you have on file affirmative action programs pursuant to applicable federal regulations? (See 41 CFR Part 60-2.)

2. Have you filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs, or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements?

3. Have you participated in any previous contracts or subcontracts subject to the equal opportunity clause?

If you checked "No" to question (1) or (2) above, please provide an explanation:

Page 10 of 15

- FURTHER ACKNOWLEDGMENTS AND CERTIFICATION

The Disclosing Party understands and agrees that:

A. The certifications, disclosures, and acknowledgments contained in this EDS will become part of any contract or other agreement between the Applicant and the City in connection with the Matter, whether procurement, City assistance, or other City action, and are material inducements to the City's execution of any contract or taking other action with respect to the Matter. The Disclosing Party understands that it must comply with all statutes, ordinances, and regulations on which this EDS is based.

B. The City's Governmental Ethics Ordinance, MCC Chapter 2-156, imposes certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. The full text of this ordinance and a training program is available on line at www.cityofchicago.org/Ethics <<http://www.cityofchicago.org/Ethics>>, and may also be obtained from the City's Board of Ethics, 740 N. Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with this ordinance.

C. If the City determines that any information provided in this EDS is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and the City may pursue any remedies under the contract or agreement (if not rescinded or void), at law, or in equity, including terminating the Disclosing Party's participation in the Matter and/or declining to allow the Disclosing Party to participate in other City transactions. Remedies at law for a false statement of material fact may include incarceration and an award to the City of treble damages.

D. It is the City's policy to make this document available to the public on its Internet site and/or upon request. Some or all of the information provided in, and appended to, this EDS may be made publicly available on the Internet, in response to a Freedom of Information Act request, or otherwise. By completing and signing this EDS, the Disclosing Party waives and releases any possible rights or claims which it may have against the City in connection with the public release of information contained in this EDS and also authorizes the City to verify the accuracy of any information submitted in this EDS.

E. The information provided in this EDS must be kept current. In the event of changes, the Disclosing Party must supplement this EDS up to the time the City takes action on the Matter. If the Matter is a contract being handled by the City's Department of Procurement Services, the Disclosing Party must update this EDS as the contract requires. NOTE: With respect to Matters subject to MCC Chapter 1-23, Article I (imposing PERMANENT INELIGIBILITY for certain specified offenses), the information provided herein regarding eligibility must be kept current for a longer period, as required by MCC Chapter 1-23 and Section 2-154-020.

Page 11 of 15 i

CERTIFICATION

Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS, and all applicable Appendices, on behalf of the Disclosing Party, and (2) warrants that all certifications and statements contained in this EDS, and all applicable Appendices, are true, accurate and complete as of the date furnished to the City.

Sinai Health System

(Print or type jbxact legajlyhame of Disclosing Party) By:

tSi Airica Steed

(Print or type name of person signing) EVP/COO

(Print or type title of person signing) Signed and sworn to before me on (date)
at GdOtC County, JUiNiftS (state).

i "OFFICIAL SEAL

ROSA M ARELLANO Notary PuMc State of Illinois I5^™«<on Expires 11/30/2020

Commission expires:

ires: I ([%)(

Page 12 of 15

**CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT AND
AFFIDAVIT
APPENDIX A**

**FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS AND
DEPARTMENT HEADS**

This Appendix is to be completed only by (a) the Applicant, and (b) any legal entity which has a direct ownership interest in the Applicant exceeding 7.5%. It is not to be completed by any legal entity which has only an indirect ownership interest in the Applicant.

Under MCC Section 2-154-015, the Disclosing Party must disclose whether such Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently has a "familial relationship" with any elected city official or department head. A "familial relationship" exists if, as of the date this EDS is signed, the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof is related to the mayor, any alderman, the city clerk, the city treasurer or any city department head as spouse or domestic partner or as any of the following, whether by blood or adoption: parent, child, brother or sister, aunt or uncle, niece or nephew, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepfather or stepmother, stepson or stepdaughter, stepbrother or stepsister or half-brother or half-sister.

"Applicable Party" means (1) all executive officers of the Disclosing Party listed in Section II.B.1.a., if the Disclosing Party is a corporation; all partners of the Disclosing Party, if the Disclosing Party is a general partnership; all general partners and limited partners of the Disclosing Party, if the Disclosing Party is a limited partnership; all managers, managing members and members of the Disclosing Party, if the Disclosing Party is a limited liability company; (2) all principal officers of the Disclosing Party; and (3) any person having more than a 7.5% ownership interest in the Disclosing Party. "Principal officers" means the president, chief operating officer, executive director, chief financial officer, treasurer or secretary of a legal entity or any person exercising similar authority.

Does the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently have a "familial relationship" with an elected city official or department head?

If yes, please identify below (1) the name and title of such person, (2) the name of the legal entity to which such person is connected; (3) the name and title of the elected city official or department head to whom such person has a familial relationship, and (4) the precise nature of such familial relationship.

Page 13 of 15

**CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT AND
AFFIDAVIT
APPENDIX B**

BUILDING CODE SCOFFLAW/PROBLEM LANDLORD CERTIFICATION

This Appendix is to be completed only by (a) the Applicant, and (b) any legal entity which has a direct ownership interest in the Applicant exceeding 7.5% (an "Owner"). It is not to be completed by any legal entity which has only an indirect ownership interest in the Applicant.

1. Pursuant to MCC Section 2-154-010, is the Applicant or any Owner identified as a building code scofflaw or problem landlord pursuant to MCC Section 2-92-416?

Q Yes [2 No

2. If the Applicant is a legal entity publicly traded on any exchange, is any officer or director of the Applicant identified as a building code scofflaw or problem landlord pursuant to MCC Section 2-92-416?

| [Yes EZ1^° fy^jfhe Applicant is not publicly traded on any exchange.

3. If yes to (1) or (2) above, please identify below the name of each person or legal entity identified as a building code scofflaw or problem landlord and the address of each building or buildings to which the pertinent code violations apply.

Page 14 of 15

**CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT
AND AFFIDAVIT
APPENDIX C**

PROHIBITION ON WAGE & SALARY HISTORY SCREENING - CERTIFICATION

This Appendix is to be completed only by an Applicant that is completing this EDS as a "contractor" as defined in MCC Section 2-92-385. That section, which should be consulted (www.amlcgal.com <<http://www.amlcgal.com>>), generally covers a party to any agreement pursuant to which they: (i) receive City of Chicago funds in consideration for services, work or goods provided (including for legal or other professional services), or (ii) pay the City money for a license, grant or concession allowing them to conduct a business on City premises.

On behalf of an Applicant that is a contractor pursuant to MCC Section 2-92-385, I hereby certify that the Applicant is in compliance with MCC Section 2-92-385(b)(1) and (2), which prohibit: (i) screening job applicants based on their wage or salary history, or (ii) seeking job applicants' wage or salary history from current or former employers. I also certify that the Applicant has adopted a policy that includes those prohibitions.

[] N/A - I am not an Applicant that is a "contractor" as defined in MCC Section 2-92-385.

This certification shall serve as the affidavit required by MCC Section 2-92-385(c)(1).

If you checked "no" to the above, please explain.

Attachment A

SECTION II - DISCLOSURE OF OFFICERS & DIRECTORS Part B - Supplement

<u>Name</u>	<u>Title</u>
Karen Teitelbaum	President & Chief Executive Officer
Airica Steed	Executive Vice President/Chief Operating Officer
Rachel Dvorken	• Executive Vice President, General Counsel
Debra Wesley	Executive Vice President/President of Sinai Community Institute
Albert Grace	Executive Board Officer
Leslie Davis	Executive Board Officer
Robert Ma rkin	Executive Board Officer
Laurie Hernandez	Executive Board Officer