



Office of the City Clerk

City Hall
121 N. LaSalle St.
Room 107
Chicago, IL 60602
www.chicityclerk.com

Legislation Text

File #: SO2021-2899, Version: 1

SUBSTITUTE ORDINANCE

WHEREAS, the City of Chicago ("City") is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois of 1970, and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the City Council of the City (the "City Council"), by ordinance first adopted on December 2, 1998 and published in the Journal of Proceedings of the City Council (the "Journal") for such date at pages 86361 through 86378: (i) approved a certain redevelopment plan and project (the "Redevelopment Plan") for the Northwest Industrial Corridor TIF (the "Redevelopment Area"), pursuant to the Illinois Tax Increment Allocation Redevelopment Act, as amended (65 ILCS 5/11-74.4-1 et seq.) (the "TIF Act"); (ii) designated the Redevelopment Area as a redevelopment project area pursuant to the TIF Act; and (iii) adopted tax increment financing pursuant to the TIF Act as a means of financing certain Redevelopment Area project costs incurred pursuant to the Redevelopment Plan; and

WHEREAS, the City is in the process of developing a new, state-of-the-art Joint Public Safety Training Academy located at 4443 West Chicago Avenue, Chicago, Illinois ("Campus") as part of the City's continued efforts to provide the best tools, technology and training for its first responders; and

WHEREAS, a secondary goal of the City's development of the Campus is to serve as an anchor in the community and provide opportunity for leadership development, academic success and healthy lifestyles for the community's youth; and

WHEREAS, since 1902, the Boys & Girls Clubs of Chicago ("BGCC"), an Illinois not-for-profit corporation, has provided the City's youth with highly inclusive, positive emotional, educational, physical, and cultural resources; and

WHEREAS, the City's Department of Assets, Information and Services ("DAIS") has determined that it is in the City's best interests to enter into a ground lease with the BGCC for the lease (City as landlord) of a certain portion of the Campus (the "Property"), legally described on the survey attached hereto as Exhibit A, for a term of 55 years, with two 10-year Options to extend that term, pursuant to the terms and conditions set forth in a ground lease substantially in the form of Exhibit B attached hereto and made a part hereof (the "Lease"), to fully fund, construct, own and operate on the Property, a recreational facility, and on an adjacent easement area ("Easement Area"), outdoor grounds for youth (together, the "Project"); and

WHEREAS, by Resolution No. 21-CDC-18 adopted on June 8, 2021, the City's Community Development Commission recommended the ground leasing of the Property and granting of the Easement Area pursuant to the terms and conditions of the Lease; and

WHEREAS, Public notices advertising DOH's intent to convey the Property to the Developer and requesting alternative proposals appeared in the Chicago Tribune on June 14, June 21, June 28 and July 5, 2021, and

WHEREAS, No alternative proposals were received by the deadline indicated in the aforesaid notices; and

EXHIBIT A Legal Description of the Property

See attached Survey, which may be subject to further revision.

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EXHIBIT B Form of Ground Lease

This instrument was prepared by and after recording,
should be returned to:

Assistant Corporation Counsel Real Estate and Land
Use Division Department of Law City of Chicago
121 N. LaSalle Street, Room 600 Chicago, Illinois 60602

GROUND LEASE

Boys & Girls Clubs of Chicago at the Joint Public Safety Training Center

This Ground Lease (this "Lease") is made as of the _____ day of _____, 2021 (the "Commencement Date"), by and between the City of Chicago ("City"), an Illinois municipal corporation and home rule unit of government, acting by and through its Department of Assets, Information and Services ("Landlord"), and the Boys & Girls Clubs of Chicago, an Illinois not-for-profit corporation ("Tenant").

RECITALS:

A. Landlord is the owner of fee simple title of the real property located in the City of Chicago, Illinois known as the Joint Public Safety Training Center and having an address of 4443 West Chicago Avenue, Chicago, Illinois 60651 (the "Campus"). Pursuant to the ordinance adopted by the City Council of the City on _____, 2021 and published in the Journal of Proceedings of the City Council of such date on pages _____ through _____, Landlord desires to lease to Tenant, and Tenant desires to lease from Landlord, the portion of the Campus legally described on the survey attached hereto as Exhibit A and depicted on the site plan attached hereto as Exhibit B and labelled "lease area" on both exhibits (the "Property").

B. The City is in the process of developing a new, state-of-the-art public safety training academy on the Campus Property as part of the City's continued efforts to provide the best tools, technology and training for its first responders. A secondary goal of the City's development of the Campus is to serve as an anchor in the community and provide opportunity for leadership development, academic success and healthy lifestyles for the community's youth.

- C. Since 1902, Tenant has provided the City's youth with highly inclusive, positive
- C. emotional, educational, physical, and cultural resources. Tenant intends to construct on the
- C. Property, a []-story recreational facility and adjacent grounds for youth (the "Development").

D. Landlord and Tenant have agreed to enter into this Lease in order to facilitate the construction and operation of the Development.

AGREEMENT:

ARTICLE 1

Lease of the Property**Term of Lease**

Landlord, for and in consideration of the rents to be paid and of the covenants and agreements hereinafter contained to be kept and performed by Tenant, hereby leases to Tenant, and Tenant hereby leases from Landlord, the Property, together with rights of access over and across the common areas of the Campus in common with Landlord and other users and tenants thereof, subject to all conditions and easements of record, for the Term and upon the terms of this Lease.

TO HAVE AND TO HOLD the same, for a term of Fifty-Five (55) years (the "Initial Term") commencing on the Commencement Date and expiring on the day before the fifty-fifth (55th) anniversary of the Commencement Date (as may be extended, the "Expiration Date"), as such Initial Term may be extended in accordance with Section 3.05 hereof (the "Term"), unless this Lease shall sooner be terminated as hereinafter provided, upon and subject to the covenants, agreements, terms, provisions, conditions and limitations hereinafter set forth, all of which Tenant covenants and agrees to perform, observe and be bound by.

ARTICLE 2

Definitions

2.01 The terms defined in this Section shall, for all purposes of this Lease, have the following meanings:

- a) "Affiliate" shall have the meaning given in Section 20.02.
- b) "BGCC Parking" shall have the meaning given in Section 5.05.
- c) "BGCC Play Area" shall have the meaning given in Section 5.05.
- d) "Building" shall mean the []-story recreational facility to be constructed on the Property in accordance with plans and specifications that specifically comply with the design narratives and drawings and schematic design set prepared in conjunction with that certain Feasibility Study ("Feasibility Study") by the Public Building Commission, dated May 7, 2021.
- e) "Campus" shall have the meaning given in Recital A.
- f) "Construction Easement" shall have the meaning given in Section 5.05.
- g) "Development" shall have the meaning given in Recital C
- h) "Environmental Laws" shall have the meaning given in Section 19.02
- (i) "Exacerbation" shall have the meaning given in Section 19.06.
- (j) "Excluded Environmental Condition" shall mean' (i) all Pre-Existing Contamination except to the extent any such Pre-Existing Contamination is exacerbated by the actions or

conduct of Tenant and/or its agents, contractors, subcontractors, employees, tenants, or invitees; (ii) any environmental conditions in any public streets or rights of way in or adjacent to any portion of the Property except to the extent such environmental conditions in such public streets or rights of way are caused, allowed or exacerbated by the actions or

conduct of Tenant and/or its agents, contractors, subcontractors, employees, tenants or invitees; (iii) any migration of Hazardous Materials to the Property from another location not within the Property after the date of this Lease except to the extent such migration is caused, allowed or exacerbated by the actions or conduct of Tenant and/or its agents, contractors, subcontractors, employees, tenants or invitees; and (iv) any environmental condition caused by the Landlord or its agents or contractors.

(k) "Governmental Function" means any regulatory, legislative, permitting, enforcement (including police power), licensing or other functions which the City is authorized or required to perform in its capacity as a governmental authority in accordance with applicable Requirements. The entering into this Lease and the performance by the City of its obligations under this Lease shall not be considered a "Governmental Function."

(l) "Hazardous Condition" shall mean a failure to comply with Environmental Laws.

(m) "Hazardous Materials" shall have the meaning given in Section 19.02.

(n) "IEPA" means the Illinois Environmental Protection Agency.

(o) "Impositions" shall mean all taxes, assessments, special assessments, use and occupancy taxes, water and sewer charges, rates and rents, charges for public utilities, excises, levies, license and permit fees and other charges, general and special, ordinary and extraordinary, foreseen and unforeseen, of any kind or nature whatsoever, which shall or may during the Term be assessed, levied, charged, confirmed or imposed upon or become payable out of or become a lien on the Property or Tenant Property, or any part thereof, or any appurtenances thereto; provided, however, that if at any time during the Term the present method of taxation or assessment shall be so changed that there shall be substituted in whole or in part for the types of taxes, assessments, levies, assessed or imposed on real estate and the Improvements thereon a capital levy or other tax levied, assessed or imposed on the rents received by Landlord from said real estate or the rents reserved herein or any part thereof, then any such capital levy or other tax shall, to the extent that it is so substituted, be deemed to be included within the term "Impositions."

(p) "Improvements" shall mean the Building and Utilities constructed or installed by Tenant after the Commencement Date on the Property and in the BGCC Play Area, including any fencing erected around the BGCC Play Area and, subject to Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed, any other improvements erected or located on the Property by Tenant after the Commencement Date.

(q) "Leasehold Estate" shall mean the real property interest conveyed and created by this Lease.

(r) "No Further Remediation Letter" or "NFR" means a final comprehensive "No Further Remediation" letter issued by the IEPA, as amended or supplemented from time to time.

(s) "Person" shall mean any person, corporation, partnership, limited liability company or other legal entity.

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(t) "Plans and Specifications" shall mean the plans and specifications for the construction of the Development, which plans and specifications comply with the Feasibility Study and have been approved by Landlord and, which plans and specifications may not be amended in any material respect without the written consent of Landlord, which consent shall not be unreasonably withheld, conditioned, or delayed.

(u) "Pre-Existing Contamination" shall have the meaning given in Section 19.06.

(v) "Property" shall have the meaning given in Recital A.

(w) "Protected Persons" shall mean Landlord or Tenant, as the context so requires, and such party's respective members, managers, partners, officers, directors, agents, employees, advisors, attorneys, consultants and Affiliates.

(x) "RAP Approval Letter" shall mean a remedial action plan approval letter issued by the IEPA.

(y) "Requirements" shall mean any and all present and future laws, statutes, ordinances, codes, rules, regulations, orders or other requirements of any governmental authority and of any applicable fire rating bureau or other body exercising similar functions, applicable to or affecting the Property, or any part thereof, including without limiting the generality of the foregoing, Environmental Laws and the Municipal Code of the City.

(z) "SRP" shall have the meaning given in Section 5.01.

(aa) "Tenant Property" shall mean the Leasehold Estate and Improvements.

2.02 For purposes of this Lease, whenever the circumstances or the context of this Lease so requires, the singular shall be construed as the plural, the masculine shall be construed as the feminine and/or the neutral and vice versa. The terms "include," "including" and similar terms shall be construed as if followed by the phrase, "without limitation," or "but not limited to," as applicable, the terms "herein," "hereof," "hereunder" and like terms shall be taken as referring to this Lease in its entirety and shall not be limited to any particular section or provisions; all references to Sections, subdivisions, and Exhibits shall, unless the context otherwise expressly requires, be deemed references to Sections hereof and subdivisions thereof, and to Exhibits attached and made a part hereof.

ARTICLE 3

Rent/Renewal Terms/Continued Relationship

1 Rent Tenant shall pay to Landlord fixed rent at the rate of One Dollar (\$1.00) for each year of the Initial Term ("Rent"). Tenant shall pay such Rent in full, in the amount of \$55.00, concurrently with the execution of this Lease.

2 Net Lease. Under no circumstances or conditions, whether now existing or hereafter arising, or whether beyond the present contemplation of the parties, shall Landlord be expected or required to make any payment of any kind whatsoever hereunder or be under any other obligation or liability hereunder except as otherwise expressly set forth herein or required by applicable Requirements.

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3 Reimbursements to Landlord. Tenant shall reimburse Landlord for all reasonable expenditures, costs, expenses and fees, including reasonable and documented attorneys' fees, made or incurred by Landlord in curing any Event of Default of Tenant. Such amounts shall become due upon receipt by Tenant of Landlord's written notice stating the amount of such expenditures, costs, expenses and fees incurred by Landlord and including paid invoices therefor.

4 Interest on Overdue Amounts. All amounts due to Landlord hereunder that are not paid when due, shall bear interest at the lesser of 5% per annum or the maximum rate allowed by law from the due date to the date received by Landlord. Such interest shall be payable by Tenant to Landlord upon demand. The collection of such interest by Landlord shall not limit or modify any other right or remedy of Landlord under this Lease or otherwise available to Landlord by reason of Tenant's failure to pay such amount when due or by reason of any other Event of Default.

5 Renewal Term. Tenant is hereby granted two (2) options to extend the term of this Lease for ten (10) additional years each (each a "Renewal Term"), for a total Term of seventy-five (75) years, provided that each of the following conditions is first satisfied: (i) Tenant shall notify Landlord in writing no less than three hundred and sixty-five (365) days prior to the then-existing Expiration Date of Tenant's intention to exercise such option to extend (the "Renewal Notice"), (ii) Tenant shall prepay Rent of One Dollar (\$1.00) for such Renewal Term at the time Tenant exercises such option to extend, (iii) at the time of such Renewal Notice, as well as on the commencement date of such Renewal Term, Tenant must be operating at the Property and in the Building in accordance with the terms of this Lease, and (iv) no

Event of Default shall have occurred and be continuing.

6 Continued Relationship After the Term. The parties agree to cooperate and use good faith efforts to continue their relationship after the expiration of the Term. That continued relationship may (i) allow Tenant to purchase the Development on mutually agreeable and commercially reasonable terms if the City has no redevelopment plans for the Campus or subsequent intended use for the Property or (ii) involve a cooperative and collaborative effort to locate an alternative location for a comparable facility to be constructed and operated by Tenant in the general vicinity of the Campus or, at the option of Tenant, elsewhere in the City of Chicago on land that is then owned by the City and in a location reasonably requested by Tenant.

ARTICLE 4

Impositions

4.01 Payment. Throughout the Term, Tenant shall pay or cause to be paid, as and when the same become due, all Impositions, except that:

a) All Impositions attributable on the accrual basis to a calendar year or other period for which this Lease is in effect for less than the entire calendar year or other period shall be equitably apportioned (taking into account that Landlord may be entitled to exemptions or abatements) consistent with the time a party hereto held its respective interests in the Property and Improvements;

b) Where any Imposition is permitted by law to be paid in installments, Tenant may pay such Imposition in installments, as and when each such installment becomes due (Tenant acknowledges and agrees that Tenant is obligated to pay all such installments of any Imposition

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from which Landlord is or would be exempt, whether such installment is due prior to or after the Expiration Date or the date of any earlier termination of this Lease); and

(c) Where any Imposition is entitled to an abatement, refund, exemption or other diminution or reduction under law, whether available to Landlord or Tenant, the parties shall use reasonable efforts, at Tenant's sole expense, to cause such benefits to be afforded to Tenant under this Lease.

2 Deposit of Impositions.

a) Tenant shall timely pay, as additional rent, all Impositions, and all premiums on insurance required to be carried under Article 7, as and when the same are ascertainable, billed, and due and payable without interest, penalty or fine. Within thirty (30) days after Landlord's written request, Tenant shall deliver reasonable proof of such payment to Landlord.

b) To the extent required by applicable law, during the continuance of any Event of Default, Tenant agrees to deposit with Landlord on the first day of each and every month during such default period one-twelfth (1/12) of (a) all Impositions due and payable by Tenant during the next succeeding 12-month period, based on the most recent ascertainable Impositions, plus (b) annual premiums-on insurance policies required to be carried by Tenant under Article 7. Further, upon the occurrence and continuance of any Event of Default, Tenant shall deposit, at least thirty (30) days prior to the due date of any Imposition, such additional amount as may be necessary to provide Landlord with sufficient funds in such deposit account to pay each such Imposition and annual insurance premium at least thirty (30) days in advance of the due date thereof. The rights granted hereunder to Landlord shall not be exclusive to Landlord's rights and remedies following the occurrence and continuance of an Event of Default by Tenant. Landlord shall have no obligation to pay interest to Tenant on any amounts deposited by Tenant. Landlord shall apply any such deposits for the purpose held not later than the last day on which any such charges may be paid without interest or penalty. If, at any time, the amount

of any Imposition or insurance premium is increased or Landlord receives reliable information from a governmental authority or insurer, as applicable, that an Imposition or insurance premium will be increased, and if the monthly deposits then being made by Tenant for such item (if continued) would not produce a fund sufficient to pay such item thirty (30) days prior to its due date, such monthly deposits shall thereupon be increased and Tenant shall deposit with Landlord, on demand by Landlord, additional sums in an amount which, when added to the monies then on hand for the payment of said item plus the increased one-twelfth (1/12) payments, shall be sufficient to pay such item at least thirty (30) days before the same becomes due and payable.

3 Contest of Impositions. Tenant may, if it desires, contest the validity or amount of any Imposition, in whole or in part, by an appropriate proceeding diligently conducted in good faith. Tenant may conduct such a contest only after payment of the challenged Imposition or Tenant shall, at least fifteen (15) days prior to the date such Imposition is due: (i) have deposited with an escrow agent reasonably acceptable to Landlord an amount sufficient to pay such contested Imposition, together with interest and penalties thereon, which amount shall be applied to the payment of such Imposition, interest and penalties when the amount thereof shall be finally fixed and determined; or (ii) have provided to Landlord a bond, letter of credit or other security reasonably acceptable to Landlord. Nothing herein contained, however, shall be construed as to allow such Imposition to remain unpaid for such length of time as shall permit the Property, or any part thereof, or the lien thereon created by such Imposition, to be sold or forfeited for the nonpayment of the same. If the amount so deposited as aforesaid shall exceed the amount of such Imposition, interest and penalties when finally fixed and determined, the excess (or the entire

amount if no such payment is required) shall be released from the escrow to Tenant, or in case there shall be a deficiency, the amount of such deficiency shall be forthwith paid by Tenant.

4 Reduction of Impositions. Tenant, at its expense, may, if it shall so desire, endeavor at any time or times, upon prior written notice to Landlord, to obtain a lowering of the assessed valuation upon the Property for the purpose of reducing taxes thereon and, in such event, Landlord will offer no objection and, at the request of Tenant, will cooperate with Tenant, but without expense to Landlord, in effecting such a reduction. Tenant shall be authorized to collect any tax refund payable as a result of any proceeding Tenant may institute for that purpose and any such tax refund shall be the property of Tenant to the extent to which it may be based on a payment made by Tenant, subject, however, to the apportionment provisions contained in Section 4.01, after deducting from such refund the costs and expenses, including legal fees, incurred in connection with obtaining such refund.

5 Joinder of Landlord. Landlord shall not be required to join in any action or proceeding referred to in Sections 4.03 or 4.04 unless required by law or any rule or regulation in order to make such action or proceeding effective, in which event, any such action or proceeding may be taken by Tenant in the name of, but without expense to, Landlord. Notwithstanding the foregoing, Landlord shall execute within a reasonable period of time, when and as required and as requested to do so by Tenant in writing, all applications, affidavits and other documents required to obtain or maintain any tax abatement or exemption or other reduction in any Imposition which may be available. Notwithstanding the foregoing, the Tenant shall be liable to pay all Impositions not abated or exempted through any governmental authority processes. Tenant hereby agrees to indemnify, defend and hold harmless Landlord from and against all costs, expenses, claims, loss or damage, including reasonable and documented attorney's fees, by reason of, in connection with, on account of, growing out of, or resulting from, any such action or proceeding.

6 Tax Divisions. Within thirty (30) days following the execution and delivery of this Lease, Tenant shall send notification to the Cook County Assessor's Office, Exemption Department, via certified mail, return receipt requested (with a copy to the City, Department of Assets, Information and Services) of the creation of the Leasehold Estate in accordance with 35 ILCS Sections 200/15-20, 200/9-185 and 200/9-265. Upon receipt of such notice, the Cook County Assessor's Office may create a new PIN for the Leasehold Estate in accordance with 35 ILCS 200/9-195. Should the Cook County Assessor's Office not create a new PIN for the Leasehold Estate, then to the extent required by applicable law, Tenant shall, with the cooperation of Landlord and within one hundred eighty (180) days of the Commencement Date, file or cause to be filed a petition for a real estate tax division segregating (a) the Landlord's fee interest in the Property from the

Tenant Property, (b) the Property from land owned by Landlord other than the Property ("Other Land"), and (c) the Tenant's Leasehold Estate from any other leasehold estates created on Other Land within the Campus, such that a new, separate tax parcel designation is assigned to the Tenant Property (and excluding the Other Land and any other leasehold estates created on the Other Land). Until such tax parcel redesignation occurs, Tenant agrees to pay or cause to be paid, when due (or, if paid by Landlord, to reimburse Landlord upon demand for) any property taxes attributable to the Property, or any portion thereof, and any Improvements thereon that are taxed as part of a shared tax parcel Landlord or Tenant may, if either shall so desire, contest the validity or amount of any such taxes, in whole or in part, by an appropriate proceeding diligently conducted in good faith. Any such contest by Tenant shall be in accordance with Section 4.01. Tenant will promptly forward on to Landlord copies of any property tax bills it receives covering the Other Land, which shall be the Landlord's responsibility to resolve.

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ARTICLE 5

Improvements/Easements

1 Required Improvements. Subject to force majeure and the terms of Section 21.01, Landlord delays, and Landlord's completion of all site preparation, earth moving, grading, and leveling, and if applicable, issuance of a RAP Approval Letter and any remediation required by such RAP Approval Letter, except the construction of any engineered barrier on the Property so long as such barrier requirement can be satisfied by the ordinary foundation of the Improvements, except as otherwise required in Section 21.01, Tenant hereby covenants and agrees to commence and diligently pursue the construction of the Improvements on the Property in accordance with the Plans and Specifications, and obtain a certificate of occupancy from the City, in accordance with the terms of this Lease. If Landlord enrolls the Property in the IEPA's Site Remediation Program ("SRP"). Tenant shall have no such obligation to commence construction until Landlord obtains the RAP Approval Letter and completes any remediation required by such RAP Approval Letter, except the construction of any engineered barrier on the Property so long as such barrier requirement can be satisfied by the ordinary foundation of the Improvements, except as otherwise required in Section 21.01. In the event the RAP Approval Letter, or any No Further Remediation Letter, imposes conditions that increase the cost of construction, maintenance, or operation of the Improvements, Landlord either (a) shall bear such additional costs or (b) if such costs exceed \$75,000 per occurrence, may terminate this Lease. Notwithstanding the foregoing, any required engineered barrier in the BGCC Play Area as such term is defined in Section 5.05, will be subject to the terms of Section 21.01 and installed at Landlord's sole cost and expense. In all other respects, Tenant hereby agrees to bear the cost of Tenant's compliance with Sections 21.01, 21.02, 21.04, 21.05 and 21.06. Landlord agrees that, upon receipt of written request from Tenant, Landlord will cooperate with Tenant in applications for permits, licenses or other authorizations required for the Improvements; provided, however, that all expenses in connection therewith shall be borne by the Tenant. Landlord agrees that within a reasonable period of time after receipt of a written request from Tenant, Landlord will, if required, join in any and all applications for permits, licenses or other authorizations required by any governmental or other body claiming jurisdiction in connection with any work which the Tenant may do hereunder. All grants for easements for electric, telephone, gas, water, sewer and such other public utilities and facilities as may be reasonably necessary in the operation of the Building shall be subject to Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, nothing herein shall relieve the Tenant from the responsibility of achieving Final Completion. "Final Completion" shall mean (1) delivery by Tenant to Landlord of a final certificate of occupancy from the City with respect to the Development and (2) delivery by Tenant to Landlord of a certificate of final completion ("Certificate of Completion") from the Tenant's architect with respect to the Development.

2 Other Capital Improvements. With respect to any Major Capital Improvement other than the Improvements on the Property in accordance with the Plans and Specifications, and any improvement that increases the square footage of the footprint of the Building ("Building Increase"), Tenant shall not commence construction unless Landlord shall have specifically approved such Major Capital Improvement or Building Increase, as the case may be, and Tenant has complied with Section 5.03, provided that Landlord's prior written consent shall not be unreasonably withheld, conditioned, or delayed. A "Major Capital Improvement" is a capital improvement involving an estimated cost of more

than \$300,000.00, and shall include building additions, alterations, renovations, restorations, or replacements, whether or not required to be made in compliance with Tenant's obligations under this Article, or in connection with a

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Restoration made under Article 8 as a result of damage or destruction, or under Article 12 as a result of any taking pursuant to eminent domain. Notwithstanding the foregoing, Landlord's consent under this Article 5 shall not be required in connection with: (i) a Restoration of the Improvements under Article 8 or Article 12 to the condition that existed immediately prior to the casualty or condemnation; or (ii) a capital improvement that is required pursuant to Requirements.

3 Major Capital Improvements and Building Increase Requirements. Prior to the commencement of any Major Capital Improvement or Building Increase, the following shall be submitted to Landlord

a) complete plans and specifications for the Major Capital Improvement or Building Increase, as the case may be, prepared by a licensed architect which plans shall also include landscaping plans and specifications;

b) copies of all permits and licenses for the construction of the Major Capital Improvement or Building Increase, as the case may be, issued by the appropriate governmental authority; and

c) a signed construction contract or contracts for all of the work, material and equipment comprising the Major Capital Improvement or Building Increase, as the case may be, in accordance with the plans and specifications delivered pursuant to Section 5.03(a), together with appropriate property and liability insurance policies.

4 Demolition. Except in connection with a Restoration under Articles 8 or 12, Tenant shall not demolish the Improvements, including any improvements to such Improvements required under Section 5.01 or any Major Capital Improvements or Building Increase, as the case may be, permitted under Section 5.02, without the prior written consent of Landlord.

5 Easement Grants by Landlord. Landlord hereby grants Tenant during the Term the following easements, which shall be deemed to be covenants appurtenant, running with the land and running with the Leasehold Estate, and shall inure to the benefit of and be binding on Tenant and Landlord: (i) a non-exclusive access easement from the Campus' 4443 Chicago Avenue entrance to the Development and to the BGCC Parking (as defined below), (ii) an exclusive parking easement over the parking stalls depicted and labeled on Exhibit B as "BGCC Parking Area" [Exhibit B to be updated], (iii) an exclusive easement over property legally described on Exhibit A and depicted on Exhibit B as "easement area" ("BGCC Play Area"), and (iv) a non-exclusive parking easement over the parking stalls depicted and labeled on Exhibit B as "BGCC Van and Bus Parking Area" [Exhibit B to be updated]. Landlord may reconfigure the size and markings of the BGCC Parking Area and the BGCC Van and Bus Parking Area using reasonable discretion, provided that Landlord shall not unreasonably interfere with Tenant's ongoing use and operation of the Property, the BGCC Parking Area or the BGCC Van and Bus Parking Area. Landlord and Tenant may mutually agree to reconfigure the size and location of the BGCC Play Area and amend this Lease to evidence such reconfiguration. Tenant shall, subject to Landlord's prior written approval, which approval shall not be unreasonably withheld, conditioned, or delayed, install the final ground covering on the BGCC Play Area, after Landlord completes all related environmental remediation work and installs any required environmental barrier, pursuant to Section 21.01, and any Required Landscaping, as defined in Section 6.10. Tenant shall maintain the BGCC Play Area, including any engineered barrier in accordance with Section 21.04, the final ground covering, any equipment and fencing erected thereon and any Required Landscaping Any fencing erected on the BGCC Play Area shall comply with the Feasibility Study and be subject to Landlord's prior written consent, which consent shall not be

unreasonably withheld, conditioned, or delayed. Further, Landlord shall pay Tenant an allowance toward the cost of the built fencing in the amount of \$135 per linear feet, which allowance shall not exceed \$40,000 in total. Subject to Landlord's review and prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed, Landlord will grant utility easements that may be required by a public or private utility in order to provide utility service to the Property across, under or through the Campus. Upon execution of this Lease until the date that Final Completion is achieved, Landlord hereby grants Tenant a non-exclusive access easement over property depicted and labeled on Exhibit B as "Construction Easement Area" [Exhibit B to be updated].

5.06 Easement Grant by Tenant. Tenant hereby grants Landlord during the Term the following easement, which shall be deemed to be a covenant appurtenant, running with the land, and shall inure to the benefit of and be binding on Landlord: a non-exclusive, blanket access easement over the Property and Development for Landlord to perform any obligations related to the Excluded Environmental Conditions or, on any emergency basis, as reasonably determined by Landlord, in Landlord's sole but reasonable discretion.

ARTICLE 6

Use/Maintenance/Alterations/Repairs

6.01 Condition of Property. Tenant has leased the Property after a full and complete examination thereof, including its present and proposed uses and restrictions ("City Operations"), and acknowledges (a) that odors from the nearby waste transfer station are conspicuous at the Property and (b) the proposed indoor and outdoor facilities at the Campus will be used for weapons training and fire suppression training, which will create, among other things, sounds, smoke and odors that are audible, observable and conspicuous at the Property, and, except for Excluded Environmental Conditions and Landlord's obligations as set forth in Section 5.01 and elsewhere in this Lease, Tenant accepts the Property "AS IS", without any representation or warranty, express or implied, in fact or by law, by Landlord except as expressly set forth in this Lease, and without recourse to Landlord as to the nature, condition or usability thereof or the use or uses to which the Property or any part thereof may be put. Except for Excluded Environmental Conditions, Landlord shall not be required to furnish any services or facilities or to make any repairs or alterations in or to the Property throughout the Term, except as expressly set forth in this Lease. Other than the obligations of Landlord set forth expressly in this Lease, Tenant hereby assumes the full and sole responsibility and expense for the condition, operation, repair, replacement, maintenance and management of the Property and Improvements. Notwithstanding the foregoing, Landlord shall engage in the following (items (i) through (v) collectively referred to herein as the "Collaborative Efforts"): (i) give at least two (2) weeks, but shall endeavor to provide thirty (30) days, advance notice to Tenant of outdoor police and fire training exercises involving simulated gunfire, explosives, fire, or smoke, (ii) use commercially reasonable efforts to avoid the activities described in the preceding subclause (i) during after-school hours, approximately 3-7pm during the school year, and during summer as to be reasonably coordinated and agreed between Landlord and Tenant, (iii) maintain an open channel and line of communication with Tenant with respect to such activities and the scheduling thereof and Tenant's related concerns and difficulties caused by such activities and provide a reasonable process for resolution of any issues that may arise with respect to the uses described in Section 6.03, (iv) use commercially reasonable efforts to mitigate noise, smells, odors, and smoke and minimize disruption of the Tenant Property or the uses described in Section 6.03, and (v) meet regularly with Tenant, on at least a quarterly basis, to coordinate schedules, discuss resolution of any interference or use issues, provide opportunities for collaboration and problem-solving with respect to the use of the Campus and the

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use of the Tenant Property, and provide opportunity for youth to participate in open dialogues with Landlord, Campus operators, and programming activities.

2 Utilities. The Tenant, at the Tenant's sole costs and expense, shall install and connect the utilities necessary for the use and operation of the Development, Property, and Improvements (collectively, the "Utilities") from the existing utilities, in accordance with the Plans and Specifications. The Utilities shall be for the exclusive use of Tenant.

Tenant, at its sole cost, shall maintain and repair the Utilities. Tenant shall pay when due all charges for water, gas, electricity, light, heat, and telephone or other communication service, and all other utility services used in or supplied to the Property.

3 Use of Tenant Property. The Tenant Property shall be used and occupied only for the Boys and Girls Club described in the Feasibility Study, for services such as, but not limited to, childhood education, teen programming, cultural arts, fitness programs, summer camps, day care and after-school programs, school partnership programs, activities, and uses, and for community uses directly related thereto and for no other purpose, unless Landlord has consented in writing to such other use, which consent may be granted, withheld or granted with such conditions as Landlord may require, in Landlord's sole and absolute discretion. Tenant covenants to commence operation as a Boys and Girls Club within a reasonable period of time following Final Completion and to operate on a schedule that is consistent with the operation of other standalone Boys & Girls Clubs.

4 Prohibited Use. Tenant shall not use or occupy the Property or Tenant Property or permit the same to be used or occupied, in a manner that would (a) materially violate any construction permit or certificate of occupancy affecting the Property or Tenant Property or any Requirement, (b) make void or voidable any insurance then in force, or make it impossible to obtain fire or other insurance required to be furnished by Tenant hereunder, (c) cause or be reasonably expected to cause structural injury to the Tenant Property, or any part thereof, or (d) materially violate any material provision of this Lease.

5 Maintenance of Property and Tenant Property. Tenant shall make all necessary repairs to and replacements of the Property and Tenant Property whether interior or exterior, structural or nonstructural, ordinary or extraordinary, and foreseen or unforeseen, and shall maintain and keep the Property and Tenant Property in good and safe order, repair and condition, ordinary wear and tear excepted, and in material compliance with Section 21.04 and all applicable provisions of the Municipal Code of the City, including but not limited to those provisions in Title 13 ("Building and Construction"), Title 14 ("Electrical Equipment and Installation"), Title 15 ("Fire Prevention") and all applicable landscape ordinances, subject to Landlord's landscaping obligations set forth herein. Tenant covenants and agrees that throughout the Term that all building systems, facilities and equipment, including HVAC systems, common area lighting and the like, shall be maintained in good operating order and repair, ordinary wear and tear excepted. Tenant shall indemnify, defend and hold Landlord's Protected Persons harmless from and against any and all claims and demands arising from the failure of Tenant to perform the covenants contained herein or arising from any accident, injury or damage to any person or property that shall or may happen in or upon the Property or Tenant Property, or any part thereof, however caused, other than Landlord's gross negligence or willful misconduct or any Excluded Environmental Condition, and shall keep the Property and Tenant Property free and clear of any and all mechanics' liens or other similar liens or charges incidental to work done or material supplied to, by, or on behalf of Tenant in or about the Property and Tenant Property, subject to the provisions in Section 4.03 providing for contest of such liens

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6 Waste. Ordinary wear and tear excepted, Tenant shall not do, permit or suffer any material waste or damage to or upon the Property or Tenant Property, or any part thereof, without repairing the same within a reasonable period of time.

7 Compliance with Requirements. Except for Excluded Environmental Conditions, Tenant shall comply, at its own expense, with all Requirements in all material respects during the Term and with the reasonable requests of any insurance company having a policy outstanding with respect to the Property or Tenant Property, or any part thereof, whether or not such Requirements or requests require the making of structural alterations or the use or application of portions of the Property or Tenant Property, for compliance therewith, or interfere with the use and enjoyment of the Property or Tenant Property, and shall indemnify, defend and hold harmless Landlord's Protected Persons from and against all fines, penalties, and claims for damages of every kind and nature arising out of any failure to comply with any such Requirement or request. It is the intention of the parties that Tenant during the Term shall discharge and perform all obligations of Landlord, as well as all obligations of Tenant arising as aforesaid, and hold harmless Landlord's Protected

Persons therefrom (except for Excluded Environmental Conditions), so that at all times the Rent shall be net to Landlord without deductions or expenses on account of any such Requirement or request, whatever it may be. Tenant may, in good faith upon prior written notice to Landlord (and wherever necessary, in the name of, but without expense to, Landlord) and receipt of Landlord's written consent, which consent shall not be unreasonably withheld, conditioned, or delayed, and after having secured Landlord to its reasonable satisfaction against loss or damage, by cash or by a letter of credit or surety bond in an amount, with an issuer or surety, and in form and substance reasonably satisfactory to Landlord, contest the validity of any such Requirement (other than City Requirements) and, pending the determination of such contest, may postpone compliance therewith, provided that in no event shall such contest or postponement: (i) subject Landlord, the Property, Tenant Property, other buildings or the Campus to any fine or penalty or to prosecution for a crime; (ii) cause the Property and Tenant Property, or any part thereof, to be condemned or to be vacated; or (iii) cause any material interference with the operation of the Property or Tenant Property for the purposes set forth in Section 6.03.

8 Landlord's Right of Entry. Landlord shall have the right, upon reasonable advance notice to Tenant during normal business hours, to enter upon the Property or Tenant Property, or any easements granted hereby, for the purpose of ascertaining the condition thereof, or whether Tenant is observing and performing the obligations assumed by it under this Lease, or to make any repairs or perform any work required of Landlord under this Lease, all without hindrance or molestation from Tenant, or anyone claiming by, through or under Tenant, provided that Landlord shall not unreasonably interfere with Tenant's use and operation of the Property or Tenant Property. The above mentioned rights of entry shall be exercisable at reasonable times, at reasonable hours and on reasonable advance notice; provided, however, that entry may be made at any time without notice in the event of an emergency (although Landlord shall endeavor to give Tenant prior notice thereof). Nothing contained herein, however, shall impose or imply any duty on the part of Landlord to make any such repairs or perform any such work.

9 No Liens. Notice is hereby given that Landlord shall not be liable for any labor or materials furnished or to be furnished to Tenant upon credit, and that no mechanics' or other lien for any such labor or material shall attach to or affect the estate or interest of Landlord in and to the Property, the Tenant Property (as applicable) or any part thereof.

10 Snow Removal and Landscaping. Landlord shall provide, at Landlord's sole cost and expense, for the removal of snow and ice from parking lots that serve, and sidewalks that abut or lead to, the Property and Tenant Property. Landlord shall provide, at Landlord's sole cost

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and expense, the initial landscaping for the Property and the BGCC Play Area as set forth in the Feasibility Study ("Required Landscaping"), which shall be maintained at Tenant's sole cost and expense in accordance with Section 5.05. Any additional landscaping required by Tenant shall be at Tenant's cost and subject to Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed. Any fencing provided for by Tenant will be provided in accordance with the terms of Section 5.05.

11 Sustainable Operations. Tenant shall prepare a sustainable operations plan (SOP) detailing the methods to be used to minimize impacts of building operations on human health and the environment. The SOP shall be reviewed and updated as needed, such as upon any change in products or processes and shall be made available to the Landlord upon request. At a minimum, the SOP should provide requirements and best management practices to be followed by the Tenant associated with waste and recycling, procurement of goods and services, interior and exterior facility cleaning, and integrated pest management associated with operations of Tenant Property. The Tenant must make a good faith effort to implement the SOP. Example best management practices are provided in Exhibits E through I.

12 No Other Rights. This Lease does not give Tenant any other right with respect to the Campus. Any rights not specifically granted to Tenant by and through this Lease are reserved exclusively to Landlord. Execution of this Lease does not obligate Landlord to perform any additional duties or services except as expressly set forth in this document.

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

14 Permits. For any activity which Tenant desires to conduct on the Property in which a license or permit is required, said license or permit must be obtained by Tenant prior to using the Property or Tenant Property for such activity. Landlord must be notified of any such license or permit

15 Security. Tenant acknowledges that Landlord shall have no security obligations relative to Tenant's use of the Property or Tenant Property. Tenant shall assume responsibility for properly securing the Property or Tenant Property.

16 Repairs for Tenant Negligence, Vandalism, or Misuse. Tenant shall assume all responsibility for any repairs to any portion of the Property, Tenant Property or Development necessitated by the negligence, vandalism, misuse, or other acts of Tenant, or Tenant's contractors, licensees, invitees, or agents, or third parties.

17 Non-Discrimination And Affirmative Action. Tenant will not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation, national origin, age, disability or marital status or discriminate in connection with the public's access or use of the Development. Tenant fully celebrates diversity and inclusion. Tenant's construction team will include Minority and Women Business Enterprises and Chicago residents as set forth in Article 23. Tenant will follow its typical, highly inclusive protocol for community outreach and engagement activities with respect to construction, maintenance and repair, and operation of the Development.

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ARTICLE 7

Insurance

1 Maintenance of Insurance. During the Term, Tenant shall, at its sole expense, obtain and maintain, or cause to be obtained and maintained policies of insurance satisfying the requirements set forth on Exhibit C.

2 Form of Policies. All such insurance shall be carried in the name of Tenant and loss thereunder shall be payable to Tenant.

3 Evidence of Insurance and Payment. Upon the execution and delivery of this Lease, and thereafter not later than fifteen (15) days prior to the expiration date of an expiring policy theretofore furnished pursuant to this Article, certificates of insurance evidencing the required coverages, bearing notations evidencing the payment of premiums or accompanied by other evidence satisfactory to Landlord of such payment, shall be delivered by Tenant to Landlord. Upon request from Landlord, Tenant shall deliver to Landlord duplicate originals or certified copies of the policies required by this Article 7

4 Cancellation. Each policy of insurance delivered hereunder shall contain an agreement by the insurer that such policy shall not be cancelled or materially altered without at least thirty (30) days' prior written notice given to Landlord.

ARTICLE 8

Damage/Restoration

In the event of any damage to or destruction of the Improvements during the Term, ordinary wear and tear excepted, Tenant shall give Landlord prompt notice thereof, pay any deductible required by any insurance policy or provider and promptly and diligently restore, replace, rebuild and repair the Improvements as nearly as possible to their value, condition and character immediately prior to such damage or destruction, to the extent of the insurance proceeds available to Tenant. If the Improvements are completely damaged or destroyed, and either insurance proceeds received

by Tenant are insufficient to restore, replace, rebuilding and repair the same, or if Tenant, in its reasonable good faith judgement, determines that restoring, replacing, rebuilding, and repairing the Improvements to continue to operate for the purposes herein stated is impractical or unfeasible, this Lease shall terminate upon Tenant's written notice of such determination, and all Rent and other sums payable by Tenant hereunder shall be prorated to the date of such termination, and thereafter Tenant shall be relieved of all obligations to pay the Rent and to otherwise perform its agreements, obligations and undertakings under this Lease except those that expressly survive the termination of this Lease. Landlord shall have no duty to restore, replace, rebuild or repair the Tenant Property or Improvements, or any portion thereof, or to pay any of the costs or expenses thereof.

ARTICLE 9

Title and Ownership/Leasehold Mortgage

9.01 Restrictions on Transfer Tenant shall not at any time without the prior written consent of Landlord: (i) sell, lease, sublease, assign, transfer, or convey (any, a "Transfer") all or any part of its interest under this Lease, or (ii) Transfer all or any part of the Building or other

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Improvement located on the Property, or (iii) Transfer control of or any interest in Tenant. Landlord's consent to any of the foregoing may be granted, withheld or granted with such conditions as Landlord shall require, in its sole and absolute discretion. Notwithstanding the foregoing, Tenant may, without Landlord's consent, assign this lease to a successor-affiliate entity or in connection with any merger or corporate consolidation or restructuring, provided such successor is continuing the ongoing business operations of Tenant and operation of the Tenant Property as a Boys & Girls Club or otherwise as set forth in Section 6.03.

2 Liens. Tenant shall not create or permit to be created or to remain, and shall promptly discharge, any lien (including but not limited to any mechanic's, contractor's, subcontractor's or materialman's lien or any lien, encumbrance or charge arising out of any Imposition, conditional sale, title retention agreement, chattel mortgage, security agreement, financing statement or otherwise) upon the Property or Tenant Property, as applicable, or any part thereof, or the income therefrom, and Tenant shall not suffer any matter or thing whereby the estate, rights and interests of Landlord in the Property, or any part thereof, will be impaired (excluding any impairment, lien or encumbrance arising by action of Landlord). Notwithstanding the foregoing prohibitions, Tenant shall have the right to contest any such lien upon compliance with the same conditions as are applicable to the contest of any Imposition under Section 4.03 or to provide title insurance over any such lien in a manner reasonably satisfactory to Landlord. If Tenant shall fail to cause any such matter to be discharged of record or contested in the foregoing manner, then Landlord may, but shall not be obligated to, in addition to any other right or remedy, discharge such lien at any time after delivery of notice to Tenant, either by paying the amount claimed to be due or by procuring the discharge of such lien by deposit or bonding proceedings or otherwise, and in any such event Landlord shall be entitled, if it so elects, to compel the prosecution of an action for foreclosure of such lien by the lienholder and to pay the amount of judgment in favor of the lienholder with interest, costs and allowances. Any amount so paid by Landlord and all reasonable costs, expenses and fees incurred by Landlord in connection therewith shall be reimbursed by Tenant to Landlord. This Lease shall constitute notice that Landlord shall not be liable for any work performed or to be performed, or any materials furnished or to be furnished, at the Property for Tenant or any subtenant upon credit, and that no mechanic's or other lien for such work or materials shall attach to or affect the estate or interest of Landlord in and to the Property, unless such work or materials is specifically ordered by Landlord in writing.

3 No Leasehold Mortgages. Tenant shall not pledge or mortgage its interest, in whole or in part, in and to this Lease or the leasehold estate created hereby. It is expressly agreed and understood that nothing in this Lease shall be construed as empowering Tenant to encumber or cause or permit to be encumbered the title or interest of Landlord in the Property in any manner whatsoever. In the event that anyone claiming by, through or under Tenant shall file a lien or other claim against Landlord's interest, Tenant within ten (10) business days after being notified thereof, shall affect a discharge of the Property from the encumbrances thereof by the posting of a bond or other security as prescribed by law

or by either payment of the lien or an order of court having jurisdiction discharging such lien. If Landlord must take any steps to discharge or render any such lien or other claim unenforceable, whether by litigation or otherwise, Tenant shall pay all costs in connection therewith, including, without limitation, Landlord's reasonable and documented attorneys' fees.

4 Leasehold Title Insurance. Concurrently herewith, Tenant shall obtain, at Tenant's sole cost and expense, an ALTA title leasehold policy of title insurance from Chicago Title Insurance Company (the "Title Company"), with extended coverage, insuring Tenant's good and marketable leasehold title to the Property and beneficial easement rights to the BGCC Parking Area, the BGCC Play Area, the BGCC Van and Bus Parking Area, and the Construction

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Easement Area, pursuant to this Lease, subject to no liens or encumbrances other than those reasonably acceptable to Tenant (the "Title Policy"), with liability in the amount reasonably determined by Tenant, and with such affirmative coverages and endorsements as Tenant shall require, including, without limitation, the following endorsements: (i) ALTA 3.0 zoning, (ii) ALTA 9.2 owner's comprehensive, (iii) land "same as" survey, (iv) subdivision compliance, (v) tax parcel identification, (vi) contiguity, (vii) location, and (viii) access. In connection with the issuance of the Title Policy, Landlord shall, at Tenant's sole cost and expense (a) cause the survey of the Property previously obtained by Landlord to be updated, as may be necessary, to include the BGCC Parking Area, the BGCC Play Area, the BGCC Van and Bus Parking Area, and to be an ALTA/NSPS Land Title Survey in accordance with the current Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys effective February 23, 2021, including Table A Items 1-4, 6(a), 6(b), 7, 8, 9, 11, 13, 14, 16, 17, 18 and 19, and sufficient for issuance of the Title Policy with survey exceptions deleted and extended coverage provided, (b) execute and deliver all required State, County and municipal real property transfer tax declarations as may be required to record this Lease, (c) execute and deliver all customary affidavits, undertakings, and other documents or instruments reasonably required by the Title Company in connection with the recording of this Lease and the issuance of the Title Policy, including an ALTA statement in customary form but specifically excluding a gap undertaking.

ARTICLE 10

Tenant Default/Rights and Remedies of Landlord

10.01 Tenant's Event of Default. Each of the following events shall be an "Event of Default" by Tenant under this Lease:

a) Tenant's failure to pay, when due, any installment of Rent or any other amount to be paid by Tenant under this Lease, and such failure shall continue for a period of thirty (30) days after written notice from Landlord specifying such failure;

b) Tenant shall be in default under Section 9.01;

c) if any insurance required to be maintained by Tenant shall lapse without replacement, so that any required coverage is not in effect, and such failure shall continue for a period of ten (10) days after Tenant receives notice of such lapse;

d) Tenant shall fail to perform or observe any other material obligation, term or provision under this Lease and such failure continues beyond sixty (60) days after written notice from Landlord to Tenant specifying such failure; provided, however, that if Tenant in good faith commences within said 60-day period and thereafter diligently prosecutes all actions required to cure such default, Tenant shall be allowed a reasonable additional period to effect such cure;

e) a petition in bankruptcy is filed by or against Tenant, or if Tenant makes a general assignment for the benefit of creditors, or if Tenant admits, in writing, that it is unable to pay its debts as such become due or if Tenant is adjudged insolvent by any state or federal court, and in the case of any such involuntary petition, action or proceeding not initiated by Tenant such petition, action or proceeding is not dismissed or stayed within ninety (90) days after the commencement of such petition, action or proceeding or if a levy under execution or attachment shall be made against

the Property, or any part thereof, this Lease or the Leasehold Estate created hereby and such execution or attachment shall not be vacated or removed by court order, bonding or otherwise within a period of one hundred twenty (120) days,

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f) Subject to force majeure, Landlord delays, and Landlord's completion of all site preparation, earth moving, grading, and leveling, and if applicable, the issuance of a RAP Approval Letter, Tenant shall fail to commence construction of the Development in accordance with the Plans and Specifications within _____ days of written notice from Landlord that Landlord's site preparation is complete and that Tenant may commence construction, or Tenant shall fail to complete the construction of the Development in accordance with the Plans and Specifications within 2 years of construction commencement, and such failure continues for a period of sixty (60) days after written notice from Landlord specifying such failure; provided, however, that if Tenant in good faith commences within said 60-day period and thereafter diligently prosecutes all actions required to cure any such failure, Tenant shall be allowed a reasonable additional period to effect such cure. Such commencement and completion deadlines shall be subject to reasonable extension in the event of any act beyond the reasonable control of Tenant;

g) if Tenant fails to operate and use the Development as required in Article 6 hereof, unless caused by a casualty, taking, or other event outside of Tenant's control, or necessitated by a Major Capital Improvement, or Building Increase, as the case may be, approved by Landlord in accordance with Section 5.02, or similar repair circumstances, and such failure continues for a period of thirty (30) days after written notice from Landlord specifying such failure; provided, however, that if Tenant in good faith commences within said 30-day period and thereafter diligently prosecutes all actions required to cure any such failure, Tenant shall be allowed a reasonable additional period to effect such cure;

h) if Tenant fails to maintain the Development as required in Article 6 hereof, and such failure continues for a period of sixty (60) days after written notice from Landlord specifying such failure; provided, however, that if Tenant in good faith commences within said 60-day period and thereafter diligently prosecutes all actions required to cure any such failure, Tenant shall be allowed a reasonable additional period to effect such cure;

(i) if any of the disclosures or representations made by Tenant in Article 20 hereof or elsewhere in this Lease or the Economic Disclosure Statements referenced in Section 6.13 are false, incorrect or incomplete in any material respect as of the time when made or deemed made;

or

(j) if, unless necessitated by a casualty or taking, or other event outside of Tenant's control, or necessitated by a Major Capital Improvement or Building Increase, as the case may be, approved by Landlord in accordance with Section 5.02, or similar repair circumstances, Tenant vacates or abandons the Building, Development, or any portion thereof as would cause the property or liability insurance coverage required to be maintained to be cancelled or unenforceable.

2 Termination. If an Event of Default shall occur, Landlord, at its option, at any time thereafter during the continuance of such Event of Default, may give to Tenant a notice of termination of this Lease, and, upon the date specified in such notice, which date shall be after all cure periods herein and required by applicable Requirements, this Lease and all of Tenant's rights under this Lease shall expire and terminate as if that date were the date herein originally fixed for the expiration of the Term of this Lease,, and on the date so specified, Tenant shall vacate and surrender the Property and Tenant Property to Landlord in accordance with the terms of this Lease, including but not limited to the terms of Section 14 02

3 Transfer of Deposits, etc. If this Lease terminates under Section 10.02, all unearned insurance premiums, all deposits theretofore made by Tenant with utility companies,

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any claims for refund of any Imposition, any pending claims for insurance proceeds or condemnation awards, and all supplies on the Property or Improvements owned by Tenant shall be deemed to be and are hereby assigned to and transferred to Landlord to be applied in payment of Tenant's liability under this Lease to the extent of any such liability, with the remainder being returned and retained by Tenant.

4 Re-entry. If this Lease terminates under Section 10.02 or by operation of law or otherwise, Landlord may without further notice re-enter and repossess the Property and Improvements.

5 Injunctive Relief. In the event of any breach by Tenant of any of the covenants, agreements, terms or conditions contained in this Lease, Landlord shall be entitled, after expiration of any applicable notice and cure period, to injunctive relief against such breach and shall have the right to invoke any right or remedy available at law or in equity or by statute or otherwise as though re-entry, summary proceedings and other remedies were not provided for in this Lease.

6 Re-letting by Landlord. If this Lease terminates under Section 10.02, Landlord may re-let the Property and Improvements or any part thereof and receive the rent therefor, whether such rent is in the aggregate greater than or less than the Rent payable hereunder. Landlord shall not be responsible or liable in any way for failure to re-let the Property or Improvements or any part thereof or for failure to collect any rent due on such re-letting, except as required by law to mitigate Landlord's damages.

7 Receipt of Monies: No Waiver. No receipt of money by Landlord from Tenant after termination of this Lease shall reinstate, continue or extend the term of this Lease or of any notice of termination theretofore given to Tenant, or operate as a waiver of Landlord's right to enforce the payment of Rent and any other payments or charges herein reserved or agreed to be paid by Tenant, then or thereafter falling due, or operate as a waiver of Landlord's right to recover possession of the Property or Improvements by proper remedy, it being agreed that after service of notice to terminate this Lease or the commencement of any suit or summary proceedings, or after final order for the possession of the Property or Improvements, Landlord may demand and collect any monies due or thereafter falling due in any manner without affecting such notice, proceeding, order, suit or judgment, and all such monies collected shall be deemed paid on account of the use and occupancy of the Tenant Property or, at Landlord's election, on account of Tenant's liability hereunder.

8 No Implied Waivers. Landlord's granting of a consent under this Lease, or Landlord's failure to object to an action taken by Tenant without Landlord's consent under this Lease, shall not be deemed a waiver by Landlord of its right to require such consent for any further similar act of Tenant. No waiver by Landlord of any breach of any of the conditions, covenants or agreements of this Lease shall be construed, taken or held to be a waiver of any other breach or be a waiver, acquiescence in or consent to any further or succeeding breach of the same term, condition, covenant or agreement. None of Tenant's covenants, agreements, obligations or undertakings under this Lease, and no breach thereof, may be waived, altered or modified except by a written instrument executed by Landlord.

9 Remedies Not Exclusive. Subject to provisions of this Lease restricting Landlord's right to terminate this Lease, no right, power or remedy conferred upon or reserved to Landlord under this Lease or under law shall be considered exclusive of any other right, power or remedy, but shall be cumulative and shall be in addition to those existing at law or in equity, or by

statute or otherwise, and may be exercised from time to time, without precluding Landlord's simultaneous or later exercise of any or all other rights, powers or remedies. No delay or omission of Landlord in exercising any right, power or remedy arising from any default shall impair any such right, power or remedy or shall be construed to be a waiver of any such default

10 Waiver of Notice. Tenant expressly agrees that any notice of intention to re-enter provided in any statute or to initiate legal proceedings to that end shall run concurrently with any applicable notice period provided hereby so that any required notice period shall not be longer than the longer of such statutory notice or notice required under this Lease. Tenant waives, for and on behalf of itself and all persons and parties claiming through or under it, any and all right of redemption provided by any law or now in force or hereafter enacted or otherwise, for re-entry or repossession, or to restore the operation of this Lease, in case Tenant shall be dispossessed by a judgment or by warrant of any court or judge, or in case of re-entry or repossession by Landlord, or in case of any expiration or termination of this Lease.

11 Suits for Damages. Suits for damages or deficiencies, or for a sum equal to any installments of Rent, Impositions and other charges and payments hereunder shall be subject to the provisions of Article 18.

ARTICLE 11 Additional Rights and Remedies of Landlord

1 Performance by Landlord. If an Event of Default shall occur and be continuing, Landlord may, at its option (but shall not be required to), make any such payment or perform any such act, which Tenant failed to do, and for such purpose Landlord may enter upon the Property or Tenant Property, as applicable, and take all actions thereon as may be reasonably deemed by Landlord necessary or desirable therefor. Any amount paid or incurred by Landlord in effecting or attempting to cure such failure shall be additional rent due from Tenant to Landlord, and shall be payable by Tenant upon demand.

2 Tenant to Provide Indemnification.

(a) Unless arising from Landlord's willful misconduct or gross negligence, or until Landlord shall have re-entered the Property or Improvements upon expiration or termination of this Lease (and then only with respect to acts or omissions by Landlord after such re-entry), Tenant agrees to indemnify, defend and save Landlord's Protected Persons harmless against and from all liabilities, claims, suits, fines, penalties, damages, losses, charges, costs, expenses and fees (including reasonable and documented attorney's fees) which may be imposed upon, incurred by or asserted against Landlord's Protected Persons by reason of any of the following occurring during the portion of the Term during which such indemnitor was Tenant hereunder:

i) any use, non-use, possession, occupation, condition (other than Excluded Environmental Conditions), operation, repair, maintenance or management of the Property, or any part thereof, or any occurrence of any of the same;

ii) any act or omission on the part of Tenant or any subtenant, licensee or invitee, or any of its or their agents, contractors, servants, employees, licensees or invitees relating to the Property or this Lease:

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iii) any accident, injury (including death) or damage, regardless of the cause thereof, to any person or property occurring in, on or about the Property or any part thereof (except to the extent caused by any Excluded Environmental Conditions);

iv) any contest permitted pursuant to the provisions of Section 4.03 or 6.07 hereof;

v) any litigation or proceeding related to the Property or this Lease to which Landlord becomes or is made a party without fault on its part, whether commenced by or against Tenant (except for litigation or proceedings relating to any Excluded Environmental Conditions); or

vi) any costs which may be incurred by Landlord in enforcing any of the covenants, agreements, terms and

conditions of this Lease (provided Landlord prevails in the enforcement proceeding)

b) For the avoidance of doubt, and notwithstanding any contrary provision in this Lease, Tenant shall have no obligation to indemnify, defend or save Landlord for any liabilities, claims, suits, fines, penalties, damages, losses, charges, costs, expenses and fees (including reasonable attorney's fees) which may be imposed upon, incurred by or asserted against Landlord's Protected Persons by reason of any Excluded Environmental Conditions.

c) The Tenant's indemnification shall survive any expiration, termination, transfer, and/or assignment of this Lease.

ARTICLE 12 Eminent Domain

1 Total Taking. If, during the Term of this Lease, the entire Property, Tenant Property, or such substantial portion thereof of either, as shall in the reasonable good faith judgment of Tenant, make it unfeasible to continue to operate the remaining portion for the purposes herein stated, shall be taken by the exercise of the power of eminent domain, this Lease shall terminate on the date of vesting of title in the condemner under such eminent domain proceedings, and all Rent and other sums payable by Tenant hereunder shall be prorated to the date of such vesting, and thereafter Tenant shall be relieved of all obligations to pay the Rent and to otherwise perform its agreements, obligations and undertakings under this Lease except those that expressly survive the termination of this Lease. Tenant shall receive and have all rights to any condemnation awards, proceeds and payments related to the taking of the Tenant Property. If this Lease is terminated under this Section, then Tenant shall, if so directed by Landlord, demolish and/or remove any damaged Improvements on any remaining Property or Tenant Property, as applicable, at the sole cost and expense of Tenant to the extent of the condemnation proceeds available to Tenant.

2 Partial Taking. If, during the Term, less than the entire Property or Tenant Property shall be taken by the exercise of the power of eminent domain, and, condemnation proceeds attributable to Tenant's interest in the Property or Tenant Property, as applicable, are sufficient to restore the remaining portion of the Property or Tenant Property, as applicable, so as to be not materially different from the prior value, condition and character of the Property or Tenant Property, as applicable, this Lease shall not terminate but shall continue for the remainder of the Term, subject to the provisions of this Section 12.02 Tenant shall receive and have all rights to any condemnation awards, proceeds and payments related to the taking of the Tenant Property Tenant, at its expense to the extent of the condemnation proceeds available to Tenant, shall

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restore the remaining portion of the Property or Tenant Property, as applicable, to substantially the same value, condition and character as existed prior to such taking.

3 Temporary Taking. In the event of a taking for a temporary use, this Lease and the Term shall continue and the Rent thereafter due and payable shall be abated. Except for the use described in Section 6.03, which shall be abated during the temporary taking, Tenant shall continue to perform and observe all of the other covenants, agreements, terms and conditions of this Lease. The entire amount of any proceeds with respect to such temporary taking shall be paid to Tenant.

4 Other Governmental Action. In the case of any governmental action not resulting in the taking of any portion of the Property or Tenant Property but creating a right to compensation therefor, this Lease shall continue in full force and effect without reduction or abatement of any Rent thereafter due and payable. If such governmental action results in any damage to the Improvements, Tenant shall be entitled to receive such proceeds, and Tenant shall proceed with reasonable diligence to make all repairs, replacements, restorations and improvements necessary so to remedy such damage.

ARTICLE 13

Estoppel Certificates/Certificate of Completion

1 Estoppel Certificates. Upon written request by either party, the party to whom the request was made will promptly certify to the requesting Person whether or not this Lease is valid and subsisting, whether or not it has been modified (and if there are modifications, stating them) and whether or not the party executing the certificate has knowledge of any default or breach by the other party under any of the terms of this Lease (and if any exists, stating them).

2 Certificate of Completion. Upon the issuance of a certificate of occupancy for the Development by the City in its municipal capacity following completion of the construction of the Building and related Improvements, Landlord shall give to Tenant a Certificate of Completion (in recordable form) certifying all obligations set forth in Section 5 01 have been satisfied. Notwithstanding the foregoing, the City may condition delivery of, but not issuance of, the Certificate of Completion upon Tenant's demonstration that it provided a copy of the certificate of occupancy to the Cook County Assessor's Office in accordance with 35 ILCS 200/9-180.

ARTICLE 14

Title to Improvements/Surrender at End of Term

1 Title to Improvements. Landlord acknowledges and agrees that throughout the Term and until expiration or earlier termination of this Lease, the Tenant shall own fee simple title to the real property portions of the Improvements and title to the personal property portions of the Improvements in the Tenant's name. As such, Tenant has, and shall be entitled to, all rights and privileges of ownership of the Improvements, including without limitation: (a) the right to claim depreciation or cost recovery deductions; and (b) the right to amortize capital costs and to claim any other federal or state tax benefits attributable to the Tenant Property.

2 Surrender at End of Term; Early Termination of Lease. Upon the scheduled expiration of the Term, or any termination of this Lease following the occurrence and continuance of and Event of Default and Landlord's exercise of its rights under Section 10.2, all Improvements

then on the Property shall, together with all fixtures, used in connection with the operation of the Development, shall become the property of Landlord, without any payment or allowance whatever by Landlord on account of or for such Improvements and fixtures, whether or not the same or any part thereof shall have been constructed by, paid for, or purchased by Tenant. Tenant shall vacate and surrender possession of the Property and Development to Landlord without delay, free and clear of all lettings, occupancies, and licenses, and free and clear of all liens, claims, encumbrances and security interests, other than (i) those, if any, created by Landlord, and (ii) those related to Excluded Environmental Conditions. Tenant agrees to execute and deliver to Landlord such quit claim deeds, bills of sale, assignments or other instruments of conveyance and releases as Landlord may reasonably deem necessary to evidence such transfer of possession and title to Landlord. Tenant hereby waives any notice now or hereafter required by law with respect to vacating the Property and Development at any such termination date. All personal property of the Tenant shall remain Tenant's property, subject to security interests, and shall be removed on expiration or as soon as reasonably practical after termination of the Lease. Tenant shall not remove or substantially alter any of the Improvements (other than the disposition and replacement of equipment, appliances and other personal property in the ordinary course of business or in connection with the performance of its obligations under Section 6.05) without first having obtained the prior written consent of Landlord, which consent shall be exercised in the Landlord's sole and absolute discretion.

ARTICLE 15 Landlord Defaults

15.01 Landlord's Default. It shall be a default by Landlord under this Lease if Landlord fails to perform or comply with any term or provision to be performed or complied with by Landlord

under this Lease, and such failure shall continue beyond sixty (60) days after written notice received by Landlord from Tenant specifying such default; provided, however, that if Landlord in good faith commences within said 60-day period and thereafter diligently prosecutes all actions required to cure such default, Landlord shall be allowed a reasonable period to effect such cure. Upon an event of default by Landlord hereunder (excluding defaults related to City Operations or Collaborative Efforts as defined in Section 6 01), Tenant shall have as its sole and exclusive remedy the right to injunctive relief or to specifically enforce Landlord's performance or compliance obligations, except in the event of a material default by Landlord that continues beyond the above cure period, in which case Tenant shall have the right to terminate this Lease, subject to written notice from Tenant to Landlord notifying Landlord of Tenant's intent to terminate this Lease, after which Landlord shall have an additional cure period of ninety (90) days. In the event of a default by Landlord related to City Operations or Collaborative Efforts, Tenant shall have as its sole and exclusive remedy the right to terminate this Lease, subject to written notice from Tenant to Landlord notifying Landlord of Tenant's intent to terminate this Lease, after which Landlord shall have a cure period of ninety (90) days. If Tenant terminates this Lease for either a material default or a default related to City Operations or Collaborative Efforts, and vacates and surrenders possession of the Property and Development to Landlord, Landlord shall pay Tenant the then-current fair market value of the Improvements. All remedies hereunder shall be subject to the limitations set forth in Article 18.

15.02 Exercise of Remedies Tenant's right to injunctive relief or specific performance as described in Section 15.01 may be exercised from time to time and as often as occasion may arise or may be deemed expedient, without precluding Tenant's simultaneous or later exercise of such remedy or any other remedy under this Lease, at law or in equity. No delay or omission of

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Tenant to exercise such remedy shall impair any such remedy or shall be construed to be a waiver of any such default or an acquiescence therein.

15.03 Landlord's Representations. Landlord hereby represents and warrants to Tenant that:

- a) Landlord holds good and marketable fee simple title to the Property and has full legal right, power, and authority to enter into this Lease and lease the Property hereunder,
- b) Landlord's execution of this Lease, and the performance by Landlord of all of the terms and conditions

contained herein will not, or with the giving of notice or the passage of time, or both, would not violate or cause a breach or default under any other agreement relating to the Property to which Landlord is a party or by which it is bound;

c) as of the Commencement Date, there is no tenant or other occupant of the Property having any right or claim to possession or use of the Property other than public and private utilities and telecommunication providers, and

d) the Landlord has obtained the approval of the City Council of the City and other necessary Requirements to execute and perform its obligations under this Lease.

ARTICLE 16

Notices

All notices or demands under this Lease shall be in writing and shall be served and given by personal delivery or by certified mail, return receipt requested, or by nationally-recognized overnight courier, addressed (i) if to Landlord, to such person and at such address as Landlord may by notice in writing designate to Tenant, and in the absence of such designation, to City of Chicago, Department of Assets, Information and Services, 2 North LaSalle Street, Room 200, Chicago, Illinois 60602, Attention: Office of Real Estate, with a copy to City of Chicago, Department of Law, 121 N. LaSalle Street, Room 600, Chicago, Illinois 60602, Attention: Real Estate and Land Use Division, and (ii) if to Tenant to the address designated by Tenant in writing to Landlord, and in the absence of any such designation then:

Boys & Girls Clubs of Chicago
Club Support Center
2102 W. Monroe Street
Chicago, Illinois 60612
Attention: Mimi LeClair, President and CEO

and

With a Copy to:

McDermott Will & Emery LLP 444 W Lake Street,
Suite 4000 Chicago, Illinois 60606 Attention: Michael L
Boykins

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By written notice served in the foregoing manner, any party entitled to receive notices shall have the right to designate another person and another address to which notices and demands shall thereafter be sent. Each such notice or demand shall be deemed served, given and received when received or, when given by mail, shall be deemed served, given and received on the third business day after the mailing thereof, or when sent by overnight courier, shall be deemed served, given and received on the next business day after the deposit thereof with such overnight courier.

ARTICLE 17

Miscellaneous

1 Covenants Running With Land. All agreements, obligations and undertakings contained in this Lease shall, except as herein specifically limited or otherwise provided, extend and inure to be binding upon Landlord's successors and assigns and as permitted under Section 9.01, Tenant's successors and assigns, and shall be construed as covenants running with the land. Wherever reference is made in this Lease to either party, it shall be held to include

and apply to such successors and assigns.

2 Amendments in Writing. From time to time, the parties hereto may amend this Lease with respect to any provisions reasonably related to Tenant's use of the Property and/or Landlord's administration of this Lease. Such amendment(s) shall be in writing, shall establish the factual background necessitating such alteration, shall set forth the terms and conditions of such modification, and shall be duly executed by both Landlord and Tenant.

3 Quiet Possession. Landlord covenants and agrees that during the Term and so long as no Event of Default exists and is continuing hereunder whereby Landlord has exercised its rights under Section 10.02, Tenant shall and may peaceably and quietly have, hold and enjoy the Property demised hereby without molestation or disturbance by or from Landlord or any party claiming by, through or under Landlord.

4 Time of Essence. Time is of essence of this Lease and of the performance of the respective obligations, covenants and agreements of Landlord and Tenant hereunder. If the day for the performance of any obligation hereunder occurs on a calendar day other than a business day, the time for such performance shall be extended to the next business day.

5 Approvals. All approvals or consents required under the provisions hereof shall be in writing. Unless herein expressly otherwise provided, any approval or consent of Landlord shall be sufficiently given if signed by the Commissioner of the Department of Assets, Information and Services or any successor department thereto.

7 Captions. The table of contents and captions of this Lease are for convenience of reference only and in no way define, limit or describe the scope or intent of this Lease nor in any way affect this Lease.

8 Partial Invalidity. If any term, provision or condition of this Lease or its application to any Person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Lease and the application of such term, provision or condition to Persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term, provision and condition of this Lease shall be valid and be enforced to the fullest extent permitted by law

17.09 Applicable Law. This Lease shall be construed and enforced in accordance with the law of the State of Illinois.

10 Recording of Lease. This Lease shall be recorded in its entirety with the Cook County Clerk.

11 Lease Not to be Construed Against Either Party. The parties have each been represented by counsel in connection with the negotiation and drafting of this Lease. Accordingly, this Lease shall not be construed against or for either party.

12 Cooperation. Landlord and Tenant agree that they will cooperate with one another in all respects in furtherance of the Development. Tenant shall obtain all required and necessary permits from all governmental authorities in furtherance of the Development. Nothing herein shall impose upon Landlord any requirement to approve any modification or amendment to this Lease that would violate or contravene any applicable law or any contract or agreement to which Landlord is a party or which is binding on Landlord.

13 Exhibits Incorporated As Part of Lease. All exhibits attached hereto (i.e., Exhibit A through Exhibit I, inclusive) are incorporated herein by reference and constitute a material part of this Lease.

14 Waiver of Consequential Damages. Landlord and Tenant agree that neither party nor and any person claiming under or through either of them shall have the right to sue for or collect, and neither party shall have any liability

or responsibility whatsoever for, any consequential, exemplary, punitive or indirect damages whether proximately or remotely related to any default of either party under this Lease or any act, omission or negligence of either party, its agents, contractors or employees, and each of Landlord and Tenant hereby waives any and all such rights.

15 No Joint Venture. Notwithstanding the fact that Tenant may be required as a condition of this Lease to construct certain leasehold improvements on the Property, nothing contained in this Lease shall be deemed or construed in any way to make Tenant Landlord's partner, joint venturer, associate, or agent. Tenant expressly acknowledges that it has no right, power or authority to act as agent for Landlord to contract for or permit the rendering of any services or the furnishing of any materials on behalf of Landlord. The relationship of the parties hereto shall, at all times, be solely that of landlord and tenant.

16 Force Majeure. Whenever a period of time is prescribed for the taking of an action by Landlord or Tenant (other than the payment of Rent), the period of time for the performance of such action shall be extended by the number of days that the performance is actually delayed due to strikes, acts of God, shortages of labor or materials, war, terrorist acts, breach or failure of any utility systems, civil disturbances, public health quarantines, governmental restrictions, emergency declarations or so-called stay-at-home, shelter-in-place or quarantine orders, pandemics or other outbreaks of disease that disrupt the normal course of business in the market in which the Property is located (including, without limitation, labor issues or inability to get materials or supplies as a result thereof), and other causes beyond the reasonable control of the performing party

ARTICLE 18

Limitation On Liability

1 Landlord not Liable for Injury or Damage.

a) Except to the extent caused by Landlord's gross negligence or willful misconduct, Landlord shall not be liable for any injury or damage, to Tenant or to any Person, happening on, in or about the Development or its appurtenances, nor for any injury or damage to the Development, or to any property belonging to Tenant or to any other Person, that may be caused by fire, by breakage, or by the use, misuse or abuse of any portion of the Development, or that may arise from any other cause whatsoever (other than an Excluded Environmental Condition).

b) Except to the extent caused by Landlord's gross negligence or willful misconduct, Landlord shall not be liable to Tenant for any failure of water supply, gas or electric current, nor for any injury or damage to any property of Tenant caused by or resulting from gasoline, oil, steam, gas, electricity, or hurricane, tornado, flood, wind or similar storm or disturbance, or by or from water, rain or snow which may leak or flow from the street, sewer, gas mains or subsurface area or from any part of the Development or by or from leakage of gasoline or oil from pipes, appliances, sewer or plumbing works therein, or from any other place, nor for interference by any Person.

c) Any act, omission or circumstance arising out of the City's role as a governmental authority shall not constitute a default under this Lease. Tenant expressly acknowledges any such claim arising from same shall be governed by the applicable laws and not this Lease.

2 Police Powers.

a) The City is entering into this Lease in its proprietary capacity (as landlord), and any obligations imposed or restrictions placed by this Lease on the City shall be limited to that capacity and shall not relate to or otherwise affect

any activity of the City in its governmental capacity, including, but not limited to, enacting laws, inspecting structures, reviewing and issuing permits, and all other legislative, administrative, or enforcement functions of the City pursuant to applicable laws.

b) Tenant acknowledges that the City exercises police powers, taxation powers and other Governmental Functions of general application, which may affect the Development, and that nothing in this Lease shall be construed to limit the City's police powers over the Development. Any action, omission or circumstance arising out of the performance by the City of the City's Governmental Functions shall not cause or constitute a default by the City under this Lease or give rise to any rights or claims against the City in its proprietary capacity (i.e., as a party hereunder), it being acknowledged that Tenant's remedies for any injury, damage or other claim resulting from any such action, omission or circumstance arising out of the Governmental Functions of the City shall be governed by the laws concerning claims against the City as a governmental authority.

3 Governs Lease. The provisions of this Article 18 shall govern every other provision of this Lease. The absence of explicit reference to this Article 18 in any particular provision of this Lease shall not be construed to diminish the application of this Article 18 to such provision This Article 18 shall survive the expiration or earlier termination of this Lease.

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ARTICLE 19

Hazardous Materials

1 Prohibition Against Hazardous Materials. Tenant shall not cause or permit any Hazardous Materials (as defined below) to be brought upon, kept, stored, utilized/generated, released, disposed of or used in or about the Property by Tenant, its agents, employees, contractors or invitees; provided, however, that Tenant and/or its agents and employees may keep and use Hazardous Materials as are customary and reasonable (in both types and amounts) for the use, operation, and maintenance of the Property or Development for the Permitted Use (such as cleaning), provided the same are (a) used, handled and stored in full compliance with all applicable Environmental Laws as defined in Section 19.02 below and all other Requirements, (b) consistent with Tenant's SOP as required under Section 6.11. If Tenant breaches its obligations under this Article 19, or if the presence of Hazardous Materials in the Development or on the Property caused or permitted or exacerbated by Tenant, its agents, employees, contractors or invitees results in contamination of the Development, Property or any surrounding areas, or if contamination of the Development, Property or surrounding areas by Hazardous Materials otherwise occurs for which Tenant is legally liable to Landlord for damage resulting therefrom, then Tenant shall indemnify, defend and hold Landlord harmless from and against any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses (including diminution in value of the Property, damages for the loss or restriction on use or of any amenity of the Campus, damages arising from any adverse impact on marketing of any portion of the Campus, and sums paid in settlement of claims, reasonable and documented attorneys' fees and disbursements, consultant fees and expert fees) which arise during or after the Term as a result of such contamination. The indemnification of Landlord by Tenant herein includes costs incurred in connection with any investigation of site conditions or any clean-up, and any remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision because of Hazardous Materials other than any Excluded Environmental Conditions present in or on the Property, or surrounding areas. Without limiting the foregoing, if the presence of any Hazardous Materials in or on the Property caused or permitted by Tenant, its agents, employees, contractors or invitees results in any contamination of the Property or the surrounding areas, Tenant shall promptly take all actions as are required by Environmental Laws to return the Property and the surrounding areas (as applicable) to the condition existing prior to the introduction of any such Hazardous Materials thereto; provided that Landlord's written approval of such actions shall first be obtained, except that any spills of Hazardous Materials below reportable quantities pursuant to applicable Environmental Laws shall be promptly remediated by Tenant, in which case the Landlord's approval is not required.

2 Definitions As used herein, the term "Hazardous Materials" means any substance or substances which

are (i) defined under any Environmental Law (defined below) as a hazardous substance, hazardous waste, hazardous material, pollutant or contaminant, (ii) a petroleum hydrocarbon, including crude oil or any fraction thereof, (iii) hazardous, toxic, corrosive, flammable, explosive, infectious, radioactive, carcinogenic or a reproductive toxicant or (iv) otherwise regulated pursuant to any Environmental Law. The term "Environmental Law" shall mean all federal, state and local laws, statutes, ordinances, regulations, rules, judicial and administrative orders and decrees, permits, licenses, approvals, authorizations and similar requirements of all federal, state and local governmental agencies or other governmental authorities pertaining to the protection of human health and safety or the environment now existing or later adopted during the Term.

19.03 Survival of Obligations. The obligations of Tenant and Landlord under this Article 19 shall survive the Expiration Date or the date of any earlier termination of this Lease.

4 Landlord's Inspection and Cure Rights. Landlord and its agents shall have the right, but not the duty, to inspect the Property and Development from time to time to determine whether Tenant is complying with the terms of this Article 19. If Tenant is not in compliance with this Article 19, Landlord shall have the right, but not the obligation, after notice to Tenant, which may be telephonic or electronic (except in cases of emergency or to the extent related to life safety, where no notice shall be required), to immediately enter upon the Property to remedy said noncompliance at Tenant's expense.

5 Notification. Tenant shall notify City within five (5) business days in writing if Tenant becomes aware of the presence or release of any Hazardous Material at, on, under, over, emanating from or migrating to the Property or adjoining property in any quantity or manner which could reasonably be expected to violate in any material respect any Environmental Law or give rise to any material liability or the obligation to take remedial action. Tenant shall notify City within two (2) business days in writing if Tenant receives any written notice, claim, demand, request for information or other communication from a governmental authority regarding the presence or release of any Hazardous Material at, on, under, over, emanating from or migrating to the Property or adjoining property.

6 Pre-Existing Contamination. Except as set forth below, City shall be responsible for costs and expenses associated with remedial actions arising from or related to Hazardous Material or other environmental contamination existing on the Property prior to Tenant's occupancy or operations at the Property ("Pre-Existing Contamination") and all Excluded Environmental Conditions^A and agrees to indemnify, defend and hold harmless Tenant from and against any and all costs, expenses or liability arising from or related to the Pre-Existing Contamination or Excluded Environmental Conditions and any remedial actions related to any Pre-Existing Contamination or Excluded Environmental Conditions. However, City shall not be responsible for, nor shall it indemnify, defend or hold harmless Tenant from or against, any costs, expenses or liability arising from or related to Pre-Existing Contamination to the extent (i) exacerbated by Tenant's use of the Property, or (ii) caused directly by Tenant's use of the Property. "Exacerbation" means any direct, material adverse impact on Pre-Existing Contamination by Tenant. Exacerbation includes, without limitation, (a) actions, which cause or allow damage to or limit the effectiveness of any existing remediation systems or equipment, (b) actions, which cause or allow Pre-Existing Contamination to be excavated and become subject to the prohibitions of 415 ILCS § 5/21(a) or (f), (c) actions, which contribute to Pre-Existing Contamination, or (d) noncompliance with Environmental Laws by Tenant that adversely impacts Pre-Existing Contamination.

7 Tenant's Responsibility as Generator. Tenant shall be responsible for the proper removal, transportation and disposal of all Hazardous Material generated by Tenant or resulting from Tenant's construction of the Development or use, operation, maintenance, service, or repair of the Development or the Property. In such cases, in the event a signature as "generator" is required on waste manifests, waste profile sheets or generator's certifications of non-special waste, Tenant shall sign such documents.

ARTICLE 20

Tenant Disclosures and Representations

1 Business Relationships. Tenant acknowledges (a) receipt of a copy of Section 2-156-030(b) of the Municipal Code of Chicago, (b) that it has read such provision and understands that pursuant to such Section 2-156-030 (b) it is illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected City official or employee has a "Business Relationship" (as 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 Lease, that a violation of Section 2-156-030(b) by an elected official, or any person acting at the direction of such official, with respect to any transaction contemplated by this Lease shall be an Event of Default by Tenant under this Lease. Tenant hereby represents and warrants that no violation of Section 2-156-030(b) has occurred with respect to this Lease, or the transactions contemplated hereby.

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

20.03 Prohibition on Certain Contributions-Mayoral Executive Order No.2011-4.

Tenant agrees that Tenant, any person or entity who directly or indirectly has an ownership or beneficial interest in Tenant of more than 7.5 percent ("Owners"), spouses and domestic partners of such Owners, Tenant's contractors (i.e., any person or entity in direct contractual privity with Tenant regarding the subject matter of this Lease) ("Contractors"), any person or entity who directly or indirectly has an ownership or beneficial interest in any Contractor of more than 7.5 percent ("Sub-owners") and spouses and domestic partners of such Sub-owners (Tenant 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 or her political fundraising committee (a) after execution of this Lease by Tenant, (b) while this Lease or any Other Contract (as hereinafter defined) is executory, (c) during the term of this Lease or any Other Contract, or (d) during any period while an extension of this Lease or any Other Contract is being sought or negotiated.

Tenant 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 her political fundraising committee.

Tenant 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.

Tenant agrees that a violation of, non-compliance with, misrepresentation with respect to, or breach of any covenant or warranty under this Section 20 or violation of Mayoral Executive Order No. 2011-4 constitutes a breach and default under this Lease, and under any Other Contract unless cured within thirty (30) days after written notice of default from the City, and, if not cured within such cure period (which may be by return of any contribution which violates said Executive Order) shall entitle the City to all remedies under this Lease, and under any Other Contract, at law and in equity.

If Tenant 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 Lease.

For purposes of this provision:

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

b) "Other Contract" means any other agreement with the City to which Tenant 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 lease of real or personal property; or (iii) for materials, supplies, equipment or services which are approved or authorized by the City Council.

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

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3) The partners have at least two of the following arrangements:

- A) joint ownership of a motor vehicle;
- B) joint credit account;

- C) a joint checking account;
 - D) a lease for a residence identifying both domestic partners as tenants.
- 4) Each partner identifies the other partner as a primary beneficiary in a will.

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

4 Waste Ordinance Provisions. In accordance with Section 11-4-1600(e) of the Municipal Code of Chicago, Tenant warrants and represents that it, and to the best of its knowledge, its contractors and subcontractors, have not violated and are not in violation of any provisions of Section 7-28 or Section 11-4 of the Municipal Code (the "Waste Sections"). During the period while this Lease is executory, Tenant's, any general contractor's or any subcontractor's violation of the Waste Sections, whether or not relating to the performance of this Lease, constitutes a breach of and an event of default under this Lease, for which the opportunity to cure, if curable, will be granted only at the sole designation of the Chief Procurement Officer. Such breach and default entitle the City to all remedies under the Lease, at law or in equity. This Section does not limit Tenant'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 they appear in this Lease. Non-compliance with these terms and conditions shall be an Event of Default by Tenant under this Lease and may further affect the Tenant's eligibility for future contract awards.

5 Failure to Maintain Eligibility to do Business with City. Failure by Tenant 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 an Event of Default by Tenant under this Lease. Tenant shall always comply with Section 2-154-020 of the Municipal Code of Chicago.

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

7 **2014 CITY HIRING PLAN.**

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

b) The Tenant is aware that City policy prohibits City employees from directing any individual to apply for a position with the Tenant, either as an employee or as a subcontractor, and from directing the Tenant to hire an individual as an employee or as a subcontractor. Accordingly, the Tenant must follow its own hiring and contracting procedures, without being influenced by City employees. Any and all personnel provided by the Tenant under this Lease are employees or subcontractors of the Tenant, not employees of the City of Chicago. 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 the Tenant.

c) The Tenant will not condition, base, or knowingly prejudice or affect any term or aspect of the employment of any personnel provided under this Lease, or offer employment to any individual to provide services under this Lease,

based upon or because of any political reason or factor, including, without limitation, any individual's political affiliation, membership in a political organization or party, political support or activity, political financial contributions, promises of such political support, activity or financial contributions, or such individual's political sponsorship or recommendation. For purposes of this Lease, a political organization or party is an identifiable group or entity that has as its primary purpose the support of or opposition to candidates for elected public office. Individual political activities are the activities of individual persons in support of or in opposition to political organizations or parties or candidates for elected public office.

In the event of any communication to the Tenant by a City employee or City official in violation of Section 20.07(b) above, or advocating a violation of Section 20.07(c) above, the Tenant will, as soon as is reasonably practicable, report such communication to the Hiring Oversight Section of the City's Office of the Inspector General (the "OIG"), and also to the head of the relevant City Department utilizing services provided under this Lease. The Tenant will also cooperate with any inquiries by the OIG.

20.08 FOIA AND LOCAL RECORDS ACT COMPLIANCE.

a) FOIA Tenant acknowledges that the City is subject to the Illinois Freedom of Information Act, 5 ILCS 140/1 et. seg., as amended ("FOIA"). The FOIA requires the City to produce records (very broadly defined in the FOIA) in response to a FOIA request in a very short period of time, unless the records requested are exempt under the FOIA. If Tenant receives a request from the City to produce records within the scope of FOIA, that would be otherwise required under this Lease then Tenant covenants to comply with such request within two (2) Business Days of the date of such request. Failure by Tenant to timely comply with such request will be "a breach of this Lease.

b) Exempt Information. Documents that Tenant submits to the City under Section 20.08, or otherwise during the Term of the Lease that contain trade secrets and commercial or financial information may be exempt if disclosure would result in competitive harm. However, for documents submitted by Tenant to be treated as a trade secret or information that would cause competitive harm, FOIA requires that Tenant mark any such documents as "proprietary, privileged or confidential." If Tenant marks a document as "proprietary, privileged and confidential", then the Department of Housing will evaluate whether such document may be withheld under the FOIA. The Department of Housing, in its discretion, will determine whether a document will be exempted from disclosure, and that determination is subject to review by the Illinois Attorney General's Office and/or the courts

(c) Local Records Act. Tenant acknowledges that the City is subject to the Local Records Act. 50 ILCS 205/1 et. seg, as amended (the "Local Records Act"). The Local Records

Act provides that public records may only be disposed of as provided in the Local Records Act. If requested by the City, Tenant covenants to use its best efforts consistently applied to assist the City in its compliance with the Local Records Act concerning records arising under or in connection with this Lease and the transactions contemplated in the Lease.

ARTICLE 21

Environmental Matters

1 Environmental Remediation. Landlord may enroll the Property in the SRP and may be obtaining a comprehensive No Further Remediation Letter from the IEPA for residential land use, which may include the use of engineered barriers and/or institutional controls. Tenant will work with Landlord to ensure that the design and construction of the Development, including but not limited to the Building's foundation and associated sumps, meets the IEPA SRP requirements. Landlord shall, at Landlord's cost, install an engineered barrier that meets the IEPA requirements in the BGCC Play Area and Tenant shall have no obligation to commence construction until such installation is complete. The Tenant will provide the Landlord with the design and construction plans for any portion of the Development that will act as an engineered barrier for review and approval prior to commencing construction. The Tenant will allow the Landlord access to observe and document the construction of the Building foundation and sealed sumps and provide as-built plans

if requested. At a minimum, the Building must be constructed with a full concrete slab-on-grade floor or full concrete basement floor and walls with no unsealed sumps. Sumps must be capped, sealed, and vented in accordance with any NFR requirements, if Landlord is opting to obtain the NFR. Tenant must abide by the conditions and terms in any final NFR as applicable to the Property.

2 Soil and Groundwater Disposal. Soil and/or groundwater generated or excavated as part of Tenant's Development ("Waste") must be managed in accordance with the IEPA-approved plans prepared by the Landlord as part of the SRP. This includes but is not limited to disposing of Waste at properly permitted and legally authorized disposal facilities ("Disposal Facilities"). The City shall have the right to review testing results (if testing is required by the Disposal Facilities) and approve of the Disposal Facilities to be utilized by Tenant and any of its Agents but Tenant shall not be entitled to rely upon the Landlord's approval of any of the Disposal Facilities. Tenant shall provide to Landlord all documentation associated with the disposal of the Waste (such as but not limited to generator profile, delivery tickets, manifests, etc.) and on all Disposal Facilities possessed by Tenant and shall provide Landlord copies possessed by Tenant of all change of status documents and any notice of violation(s) by the Tenant and on any of the Disposal Facilities. Tenant shall provide the Waste and violation documents to the Landlord within 15 days of receipt by the Tenant. Notwithstanding any other provision of this Lease, in the event that the Waste contains Pre-Existing Contamination and must be disposed of or treated at a hazardous waste disposal or treatment facility or other facility that is more expensive than a clean construction and demolition debris ("CCDD") facility, Landlord shall reimburse Tenant for costs in excess of the cost of disposal at the CCDD facility and, except for Tenant's negligence related to same, shall indemnify, defend and hold harmless Tenant from and against any and all costs, expenses or liability arising from or related to such disposal or treatment.

3 No Occupancy Prior to Final NFR. Tenant may not occupy the BGCC Play Area and Building for operations until the IEPA has issued the final NFR, unless otherwise approved by Landlord.

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4 Engineered Barrier Maintenance. To the extent that the foundation for the Building or the BGCC Play Area are utilized as engineered barriers or that a sealed sump is installed to obtain the NFR, the Tenant is responsible for the maintenance of the engineered barriers and sealed sumps as described in the NFR and in accordance with Section 19.08. Disturbance of the engineered barriers and sealed sumps is prohibited unless approved in writing in advance by Landlord and as may be applicable, the IEPA. Disturbance includes but is not limited to, unsealing of a sump, or the installation or replacement of soil materials, fences, posts, and the planting of vegetation with root balls greater than 12 inches.

5 Importing Material. Materials such as soil, landscaping, woodchips, backfill and similar materials imported to the site by the Tenant for placement on the ground are subject to the following requirements

- a) Landscaping or other backfill (such as stone) material requires written approval of the source from Landlord prior to being brought onto the Property. This includes but is not limited to bulk material as well as bagged landscaping material such as that purchased from a landscape or home improvement supply store.
- b) Certified virgin stone, mulch, wood chips and compost derived entirely from landscaping materials (i.e. no food scraps, etc.) do not require testing prior to being brought onto the Property. However, under no circumstances shall bio-solids be brought onto the Property.
- c) Bulk (i.e., non-bagged) soil, non-virgin sand, non-virgin stone, or non-landscape compost of 100 cubic yards or more may be required to undergo testing to document compliance with IEPA's most stringent soil remediation objectives ("SROs") for residential land use. Testing requirements are provided in Section 21.05.
- d) Landlord reserves the right to require testing of bulk material less than 100 cubic yards or bagged

landscaping material such as that purchased at a landscape or home improvement supply store.

e) Tenant is required to comply with all Environmental Laws applicable to the importation and placement of materials on the site.

6 Imported Material Testing. Material subject to analytical testing must meet the following requirements:

a) One sample per 500 cubic yards of each material source being brought on to the Property must be collected and analyzed for the constituent list specified in 35 IAC 740, Appendix A, Target Compound List Analytical test results must be compared to and meet the most stringent residential Tier 1 SROs.

b) Samples may be required to be analyzed for synthetic precipitation leaching procedure (SPLP) for Target Analyte List (TAL) metals to show compliance with SROs.

c) The laboratory must be accredited by the IEPA's Environmental Laboratory Accreditation Program (IL ELAP)

d) Tenant shall undertake any other testing requirements as may be applicable under the SRP or successor programs at the time of such material importation.

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ARTICLE 22

RIGHTS RESERVED TO LANDLORD

22.1 Other Rights Reserved to Landlord. Without liability to Tenant, Landlord shall have the right to:

a) Change the street address of the Development.

b) Install and maintain signs on the Other Land, including, without limitation, digital or non-digital advertising signage as part of Landlord's municipal marketing efforts as a governmental authority, provided that such advertising shall not be placed on any portion of the Property or otherwise adversely affect Tenant's use of the Property.

c) Grant utility easements or other easements, or re-plat, subdivide or make other changes in the legal status of the land underlying the Development, all as Landlord shall deem necessary; provided, however, that no such grants or changes may substantially interfere with Tenant's use of the Development or Tenant's Leasehold Estate.

d) Sell the Campus and assign this Lease to the purchaser (and upon such assignment be released from all of its obligations under this Lease to the extent all such obligations are assumed by such purchaser and such purchaser is reasonably able to perform its obligations under this Lease). Tenant agrees both to attorn to such purchaser, or any other successor or assign of Landlord and to recognize such transferee as Landlord under this Lease.

e) To relocate various facilities, including, without limitation, any entrances or driveways that serve the Development, if Landlord determines such relocation to be in the best interest of the Campus; provided, however, that no such relocation may materially restrict or interfere with access to the Development or Tenant's use thereof under this Lease.

ARTICLE 23

TENANT'S EMPLOYMENT OBLIGATIONS

23.01 Employment Opportunity. Tenant agrees, and shall contractually obligate its various contractors,

subcontractors and any Affiliate of Tenant operating on the Property (collectively, the "Employers" and individually, an "Employer") to agree, that with respect to the provision of services in connection with the construction of the Development:

(a) Neither Tenant nor any Employer shall discriminate against any employee or applicant for employment based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income as defined in the City of Chicago Human Rights Ordinance, Section 2-160-010 et seq. of the Municipal Code, as amended from time to time (the "Human Rights Ordinance"). Tenant and each Employer shall take affirmative action to ensure that applicants are hired and employed without discrimination based upon the foregoing grounds, and are treated in a non-discriminatory manner with regard to all job-related matters, including, without limitation: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Tenant and each Employer agrees to post in conspicuous places, available to

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employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause. In addition, Tenant and each Employer, in all solicitations or advertisements for employees, shall state that all qualified applicants shall receive consideration for employment without discrimination based upon the foregoing grounds.

b) To the greatest extent feasible, Tenant and each Employer shall (i) present opportunities for training and employment of low and moderate income residents of the City, and (ii) provide that contracts for work in connection with the construction of the Development be awarded to business concerns which are located in or owned in substantial part by persons residing in the City.

c) Tenant and each Employer shall comply with all federal, state and local equal employment and affirmative action statutes, rules and regulations, including, without limitation, the Human Rights Ordinance and the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. (1993), both as amended from time to time, and any regulations promulgated thereunder.

d) Tenant, in order to demonstrate compliance with the terms of this Section 23.01, shall cooperate with and promptly and accurately respond to inquiries by the City, which has the responsibility to observe and report compliance with equal employment opportunity regulations of federal, state and municipal agencies.

e) Tenant and each Employer shall include the foregoing provisions of subparagraphs (a) through (d) in every contract entered into in connection with the construction of the Development, and shall require inclusion of these provisions in every subcontract entered into by any subcontractors, and every agreement with any Affiliate operating on the Property, so that each such provision shall be binding upon each contractor, subcontractor or Affiliate, as the case may be.

f) Failure to comply with the employment obligations described in this Section 23.01 shall be a basis for the City to pursue remedies under the provisions of Section 10.

23.02 City Resident Employment Requirement.

a) Tenant agrees, and shall contractually obligate each Employer to agree, that during the construction of the Development, Tenant and each Employer shall comply with the minimum percentage of total worker hours performed by actual residents of the City of Chicago as specified in Section 2-92-330 of the Municipal Code (at least fifty percent); provided, however, that doing so does not violate a collective bargaining agreement of Tenant or an Employer and that in addition to complying with this percentage, Tenant and each Employer shall be required to make good faith efforts to utilize qualified residents of the City in both unskilled and skilled labor positions. Additionally, at least [15%] of the total work hours must be performed by Project Area Residents unless the City determines otherwise. "Project Area Residents" means person domiciled within the following community areas: Austin, West Garfield Park, East Garfield Park, Humboldt

Park, Lawndale, North Lawndale, Hermosa, Galewood-Mont Clare and Belmont/Cragin.

b) Tenant and the Employers may request a reduction or waiver of this minimum percentage level of Chicagoans as provided for in Section 2-92-330 of the Municipal Code in accordance with standards and procedures developed by the chief procurement officer of the City of Chicago

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c) "Actual residents of the City of Chicago" shall mean persons domiciled within the City of Chicago. The domicile is an individual's one and only true, fixed and permanent home and principal establishment.

d) Tenant and the Employers shall provide for the maintenance of adequate employee residency records to ensure that actual Chicago residents are employed on the construction of the Development. Tenant and the Employers shall maintain copies of personal documents supportive of every Chicago employee's actual record of residence.

e) Tenant and the Employers shall submit weekly certified payroll reports (U.S. Department of Labor Form WH-347 or equivalent) to the Chicago Department of Planning and Development ("DPD") in triplicate, which shall clearly identify the actual residence of every employee on each submitted certified payroll. The first time that an employee's name appears on a payroll, the date that Tenant or Employer hired the employee should be written in after the employee's name.

f) Tenant and the Employers shall provide full access to their employment records to the chief procurement officer, DPD, the Superintendent of the Chicago Police Department, the inspector general, or any duly authorized representative thereof. Tenant and the Employers shall maintain all relevant personnel data and records for a period of at least three (3) years after the issuance of the Certificate of Completion.

g) At the direction of DPD, Tenant and the Employers shall provide affidavits and other supporting documentation to verify or clarify an employee's actual address when doubt or lack of clarity has arisen.

h) Good faith efforts on the part of Tenant and the Employers to provide work for actual Chicago residents (but not sufficient for the granting of a waiver request as provided for in the standards and procedures developed by the chief procurement officer) shall not suffice to replace the actual, verified achievement of the requirements of this Section 23.02 concerning the worker hours performed by actual Chicago residents.

(i) If the City determines that Tenant or an Employer failed to ensure the fulfillment of the requirements of this Section 23.02 concerning the worker hours performed by actual Chicago residents or failed to report in the manner as indicated above, the City will thereby be damaged in the failure to provide the benefit of demonstrable employment to Chicagoans to the degree stipulated in this Section 23.02. If such non-compliance is not remedied in accordance with the breach and cure provisions of Section 20.3, the parties agree that 1/20 of 1 percent (.05%) of the aggregate hard construction costs set forth in the Budget shall be surrendered by Tenant to the City in payment for each percentage of shortfall toward the stipulated residency requirement. Failure to report the residency of employees entirely and correctly shall result in the surrender of the entire liquidated damages as if no Chicago residents were employed in either of the categories. The willful falsification of statements and the certification of payroll data may subject Tenant and/or the other Employers or employees to prosecution.

(j) Nothing herein provided shall be construed to be a limitation upon the "Notice of Requirements for Affirmative Action to Ensure Equal Employment Opportunity, Executive Order 11246" and "Standard Federal Equal Employment Opportunity, Executive Order 11246," or other affirmative action required for equal opportunity under the provisions of this Lease.

(k) Tenant shall cause or require the provisions of this Section 23.02 to be included in all construction contracts and subcontracts related to the construction of the Development.

23.03 Tenant's MBE/WBE Commitment. Tenant agrees for itself and its successors and assigns, and, if necessary to meet the requirements set forth herein, shall contractually obligate the general contractor to agree, that during the construction of the Development:

a) Consistent with the findings which support, as applicable, (i) the Minority-Owned and Women-Owned Business Enterprise Procurement Program, Section 2-92-420 et seq., Municipal Code (the "Procurement Program"), and (ii) the Minority- and Women-Owned Business Enterprise Construction Program, Section 2-92-650 et seq., Municipal Code (the "Construction Program," and collectively with the Procurement Program, the "MBE/WBE Program"), and in reliance upon the provisions of the MBE/WBE Program to the extent contained in, and as qualified by, the provisions of this Section 23.03, during the course of construction of the Development, at least 28% of the aggregate hard construction costs, together with related soft costs, shall be expended for contract participation by minority-owned businesses and at least 8% of the aggregate hard construction costs, together with related soft costs, shall be expended for contract participation by women-owned businesses.

b) For purposes of this Section 23.03 only:

i) Tenant (and any party to whom a contract is let by Tenant in connection with the Development) shall be deemed a "contractor" and this Lease (and any contract let by Tenant in connection with the Development) shall be deemed a "contract" or a "construction contract" as such terms are defined in Sections 2-92-420 and 2-92-670, Municipal Code, as applicable.

ii) The term "minority-owned business" or "MBE" shall mean a business identified in the Directory of Certified Minority Business Enterprises published by the City's Department of Procurement Services, or otherwise certified by the City's Department of Procurement Services as a minority-owned business enterprise, related to the Procurement Program or the Construction Program, as applicable

iii) The term "women-owned business" or "WBE" shall mean a business identified in the Directory of Certified Women Business Enterprises published by the City's Department of Procurement Services, or otherwise certified by the City's Department of Procurement Services as a women-owned business enterprise, related to the Procurement Program or the Construction Program, as applicable.

c) Consistent with Sections 2-92-440 and 2-92-720, Municipal Code, Tenant's MBE/WBE commitment may be achieved in part by Tenant's status as an MBE or WBE (but only to the extent of any actual work performed on the Development by Tenant) or by a joint venture with one or more MBEs or WBEs (but only to the extent of the lesser of (i) the MBE or WBE participation in such joint venture, or (ii) the amount of any actual work performed on the Development by the MBE or WBE); by Tenant utilizing a MBE or a WBE as the general contractor (but only to the extent of any actual work performed on the Development by the general contractor); by subcontracting or causing the general contractor to subcontract a portion of the construction of the Development to one or more MBEs or WBEs; by the purchase of materials or services used in the construction of the Development from one or more MBEs or WBEs; or by any combination of the foregoing. Those entities which constitute both a MBE and a WBE shall not be credited more than once with regard to Tenant's MBE/WBE commitment as described in this Section 23.03. In accordance with Section 2-92-730, Municipal Code, Tenant shall not

substitute any MBE or WBE general contractor or subcontractor without the prior written approval of DPD.

d) Tenant shall deliver quarterly reports to the City's monitoring staff during the construction of the Development describing its efforts to achieve compliance with this MBEAA/BE commitment. Such reports shall include, inter alia, the name and business address of each MBE and WBE solicited by Tenant or the general contractor to work on the Development, and the responses received from such solicitation, the name and business address of each MBE or WBE actually involved in the construction of the Development, a description of the work performed or products or services supplied, the date and amount of such work, product or service, and such other information as may assist the City's monitoring staff in determining Tenant's compliance with this MBE/WBE commitment. Tenant shall maintain records of all relevant data with respect to the utilization of MBEs and WBEs in connection with the construction of the Development for at least five (5) years after completion of the Development, and the City's monitoring staff shall have access to all such records maintained by Tenant, on prior notice of at least five (5) business days, to allow the City to review Tenant's compliance with its commitment to MBEAA/BE participation and the status of any MBE or WBE performing any portion of the construction of the Development.

e) Upon the disqualification of any MBE or WBE general contractor or subcontractor, if the disqualified party misrepresented such status, Tenant shall be obligated to discharge or cause to be discharged the disqualified general contractor or subcontractor, and, if possible, identify and engage a qualified MBE or WBE as a replacement. For purposes of this subsection (e), the disqualification procedures are further described in Sections 2-92-540 and 2-92-730, Municipal Code, as applicable.

f) Any reduction or waiver of Tenant's MBEAA/BE commitment as described in this Section 23.03 shall be undertaken in accordance with Sections 2-92-450 and 2-92-730, Municipal Code, as applicable.

23.04 Pre-Construction Conference and Post-Closing Compliance Requirements

Not less than fourteen (14) days prior to the commencement of construction of the Development, Tenant and Tenant's general contractor and all major subcontractors shall meet with DPD monitoring staff regarding compliance with all Section 23 requirements. During this pre-construction meeting, Tenant shall present its plan to achieve its obligations under this Section 23, the sufficiency of which the City's monitoring staff shall approve as a precondition to the commencement of construction. During the construction of the Development, Tenant shall submit all documentation required by this Section 23 to the City's monitoring staff, including, without limitation, the following: (a) subcontractor's activity report; (b) contractor's certification concerning labor standards and prevailing wage requirements; (c) contractor letter of understanding; (d) monthly utilization report; (e) authorization for payroll agent; (f) certified payroll; (g) evidence that MBEAA/BE contractor associations have been informed of the Development via written notice and hearings; and (h) evidence of compliance with job creation/job retention requirements. Failure to submit such documentation on a timely basis, or a determination by the City's monitoring staff, upon analysis of the documentation, that Tenant is not complying with its obligations under this Section 23, shall, upon the delivery of written notice to Tenant, be deemed an Event of Default. Upon the occurrence of any such Event of Default, in addition to any other remedies provided in this Lease, the City may (x) issue a written demand to Tenant to halt construction of the Development, (y) withhold any further payment of any City funds to Tenant or the general contractor, or (z) seek any other remedies against Tenant available at law or in equity.

(Signature Page Follows)

IN WITNESS WHEREOF, this Lease is executed as of the date first written above by the duly authorized officers or representatives of the parties hereto.

LANDLORD:

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

By: Department of Assets, Information and Services

David J. Reynolds, P.E., LEED AP Commissioner

Approved as to Form and Legality:

Assistant Corporation Counsel Real Estate and Land Use
Division

TENANT:

BOYS & GIRLS CLUBS OF CHICAGO, an Illinois not-for-profit corporation

By: Name: Its

STATE OF ILLINOIS COUNTY OF COOK

)
) SS.
)

I, the undersigned, a Notary Public in and for the county and State aforesaid, do hereby certify that _____, personally known to me to be the _____ of the Boys & Girls Clubs of Chicago, an Illinois not-for-profit corporation ("Tenant"), and the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such officer of Tenant, she signed and delivered the said instrument pursuant to authority duly given and as her free and voluntary act, and as the free and voluntary act and deed of Tenant for the uses and purposes therein set forth.

GIVEN under my hand and official seal this _____ day of _____, 2021.

Notary Public

STATE OF ILLINOIS)
) SS. COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that David J. Reynolds, Commissioner of the Department of Assets, Information and Services of the City of Chicago (the "City"), who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Commissioner, appeared before me this day in person and acknowledged that she signed and delivered said

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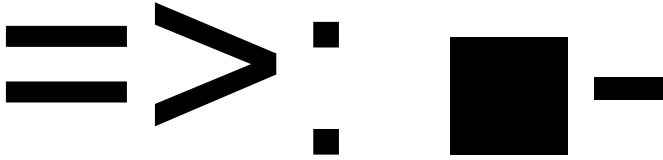
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EXHIBIT B SITE PLAN

See attached Site Plan, which may be subject to further revision.

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EXHIBIT C

INSURANCE REQUIREMENTS

The Tenant must provide and maintain at Tenant's own expense, until Agreement completion and during the time period following final completion if Tenant is required to return and perform any additional work, services, or operations, the insurance coverages and requirements specified below, insuring all operations related to the Agreement.

A. INSURANCE REQUIRED

1) Workers Compensation and Employers Liability

Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide a work or service under this Agreement and Employers Liability coverage with limits of not less than \$1,000,000 each accident, \$1,000,000 disease-policy limit, and \$1,000,000 disease-each employee, or the full per occurrence limits of the policy, whichever is greater, the policy, whichever is greater. Coverage must include but not be limited to other state endorsement, voluntary compensation and alternate employer, when applicable.

Tenant may use a combination of primary and excess/umbrella policy/policies to satisfy the limits of liability required herein. The excess/umbrella policy/policies must provide the same coverages/follow form as the underlying policy/policies.

- 2) Commercial General Liability (Primary and Umbrella)
Commercial General Liability Insurance or equivalent must be maintained with limits of not less than \$1,000,000 per occurrence, or the full per occurrence limits of the policy, whichever is greater, for bodily injury, personal injury, and property damage liability. Coverages must include but not be limited to the following: All premises and operations, products/completed (for a minimum of two (2) years following project completion) explosion, collapse, underground, separation of insureds, defense, contractual liability (not to include endorsement CG 21 39 or equivalent), no exclusion for damage to work performed by Subcontractors, any limitation of coverage for designated premises or project is not permitted (not to include endorsement CG 21 44 or equivalent) and any endorsement modifying or deleting the exception to the Employer's Liability exclusion is not permitted. If a general aggregate limit applies, the general aggregate must apply per project/location and reinstate annually if applicable, or Tenant may obtain separate insurance to provide the required limits which will not be subject to depletion because of claims arising out of any other work or activity of Tenant. If a general aggregate applies to products/completed operations, the general aggregate limits must apply per project and once per policy period.

The City must be provided additional insured status with respect to liability arising out of Tenant's work, services or operations and completed operations performed on behalf of the City. Such additional insured coverage must be provided on ISO form CG 2010 and CG 2037 or on an endorsement form at least as broad for ongoing operations and completed operations The City's additional insured status must apply to liability and defense of suits arising out of Tenant's acts or omissions, whether such liability is attributable to the Contactor or to the City The full policy limits and scope of protection also will apply to the City as an additional insured, even if they exceed the City's minimum limits required herein Tenant's liability insurance must be primary without right of

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contribution by any other insurance or self-insurance maintained by or available to the City.

Tenant may use a combination of primary and excess/umbrella policy/policies to satisfy the limits of liability required herein. The excess/umbrella policy/policies must provide the same coverages/follow form as the underlying policy/policies.

Automobile Liability (Primary and Umbrella)

Tenant must maintain Automobile Liability Insurance with limits of not less than \$1,000,000 per occurrence, or the full per occurrence limits of the policy, whichever is greater, for bodily injury and property damage Coverage must include but not be limited to the following: ownership, maintenance, or use of any auto whether owned, leased, non-owned or hired used in the performance of the work or devices, both on and off the Project site including loading and unloading. The City is to be named as an additional insured on a primary, non-contributory basis.

Excess/Umbrella

Excess/Umbrella Liability Insurance must be maintained with limits of not less than \$10,000,000 per occurrence, or the full per occurrence limits of the policy, whichever is greater. The policy/policies must provide the same coverages/follow form as the underlying Commercial General Liability, Automobile Liability, Employers Liability and Completed Operations coverage required herein and expressly provide that the excess or umbrella policy/policies will drop down over reduced and/or exhausted aggregate limit, if any, of the underlying insurance If a general aggregate limit applies the general aggregate must apply per project/location. The Excess/Umbrella policy/policies must be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City.

Tenant may use a combination of primary and excess/umbrella policies to satisfy the limits of liability required in sections A.1, A.2, A.3 and A.4 herein.

Builders Risk

When Tenant undertakes any construction, including improvements, betterments, and/or repairs, the Tenant must provide All Risk Builders Risk Insurance at replacement cost for materials, supplies, equipment, machinery and fixtures that are

or will be part of the project. Coverages must include but are not limited to the following: material stored off-site and in-transit, water including overflow, leakage, sewer backup or seepage, landscaping collapse, debris removal and loss resulting from faulty workmanship or materials, testing, mechanical-electrical breakdown. The City of Chicago is to be named as an additional insured and loss payee.

The Tenant is responsible for all loss or damage to personal property (including materials, equipment, tools and supplies) owned, rented or used by Tenant.

Professional Liability .

When any architects, engineers, construction managers or other professional consultants perform work, services, or operations in connection with this Agreement, Professional Liability Insurance covering acts, errors, or omissions must be maintained with limits of not less than \$5,000,000 Coverage must include pollution liability if environment site assessments will be done. When policies are renewed or replaced, the policy retroactive

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date must coincide with, or precede, start of work on the Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

B. OPERATIONS INSURANCE REQUIRED

1) Workers Compensation and Employers Liability

Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide a work or service under this Agreement and Employers Liability coverage with limits of not less than \$1,000,000 each accident, \$1,000,000 disease-policy limit, and \$1,000,000 disease-each employee, or the full per occurrence limits of the policy, whichever is greater, the policy, whichever is greater. Coverage must include but not be limited to other state endorsement, voluntary compensation and alternate employer, when applicable.

Tenant may use a combination of primary and excess/umbrella policy/policies to satisfy the limits of liability required herein. The excess/umbrella policy/policies must provide the same coverages/follow form as the underlying policy/policies

2) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent must be maintained with limits of not less than \$1,000,000 per occurrence, or the full per occurrence limits of the policy, whichever is greater, for bodily injury, personal injury, and property damage liability. Coverages must include but not be limited to the following: All premises and operations, products/completed (for a minimum of two (2) years following project completion) explosion, collapse, underground, separation of insureds, defense, contractual liability (not to include endorsement CG 21 39 or equivalent), no exclusion for damage to work performed by Subcontractors, any limitation of coverage for designated premises or project is not permitted (not to include endorsement CG 21 44 or equivalent) and any endorsement modifying or deleting the exception to the Employer's Liability exclusion is not permitted. If a general aggregate limit applies, the general aggregate must apply per project/location and reinstate annually if applicable, or Tenant may obtain separate insurance to provide the required limits which will not be subject to depletion because of claims arising out of any other work or activity of Tenant. If a general aggregate applies to products/completed operations, the general aggregate limits must apply per project and once per policy period.

The City must be provided additional insured status with respect to liability arising out of Tenant's work, services or operations and completed operations performed on behalf of the City. Such additional insured coverage must be provided on ISO form CG 2010 and CG 2037 or on an endorsement form at least as broad for ongoing operations and completed operations The City's additional insured status must apply to liability and defense of suits arising out of Tenant's acts or omissions, whether such liability is attributable to the Contactor or to the City.

The full policy limits and scope of protection also will apply to the City as an additional insured, even if they exceed the City's minimum limits required herein. Tenant's liability insurance must be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City

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Tenant may use a combination of primary and excess/umbrella policy/policies to satisfy the limits of liability required herein. The excess/umbrella policy/policies must provide the same coverages/follow form as the underlying policy/policies.

3) Automobile Liability (Primary and Umbrella)

Tenant must maintain Automobile Liability Insurance with limits of not less than \$1,000,000 per occurrence, or the full per occurrence limits of the policy, whichever is greater, for bodily injury and property damage. Coverage must include but not be limited to the following: ownership, maintenance, or use of any auto whether owned, leased, non-owned or hired used in the performance of the work or devices, both on and off the Project site including loading and unloading. The City is to be named as an additional insured on a primary, non-contributory basis.

4) Excess/Umbrella

Excess/Umbrella Liability Insurance must be maintained with limits of not less than \$10,000,000 per occurrence, or the full per occurrence limits of the policy, whichever is greater. The policy/policies must provide the same coverages/follow form as the underlying Commercial General Liability, Automobile Liability, Employers Liability and Completed Operations coverage required herein and expressly provide that the excess or umbrella policy/policies will drop down over reduced and/or exhausted aggregate limit, if any, of the underlying insurance. If a general aggregate limit applies the general aggregate must apply per project/location. The Excess/Umbrella policy/policies must be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City.

Tenant may use a combination of primary and excess/umbrella policies to satisfy the limits of liability required in sections A.1, A.2, A.3 and A.4 herein.

5) Professional Liability

When any professional consultants perform work, services, or operations in connection with this Agreement, Professional Liability Insurance covering acts, errors, or omissions must be maintained with limits of not less than \$5,000,000 Coverage must include pollution liability if environment site assessments will be done. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of work on the Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

The Tenant is responsible for all loss or damage to personal property (including materials, equipment, tools and supplies) owned, rented or used by Tenant.

C. ADDITIONAL REQUIREMENTS

Evidence of Insurance. Tenant must furnish the City, Department of Procurement Services, 121 N. LaSalle Street, Room 806, Chicago, IL 60602, original certificates of insurance and additional insured endorsement, or other evidence of insurance, to be in force on the date of this Agreement, and renewal certificates of Insurance and endorsement, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. Tenant must submit evidence of insurance prior to execution of Agreement. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Agreement have been fully met or that the insurance

policies indicated on the certificate are in compliance with all

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requirements of Agreement. The failure of the City to obtain, nor the City's receipt of, or failure to object to a non-complying insurance certificate, endorsement or other insurance evidence from Tenant, its insurance broker(s) and/or insurer(s) will not be construed as a waiver by the City of any of the required insurance provisions. Tenant must advise all insurers of the Agreement provisions regarding insurance. The City in no way warrants that the insurance required herein is sufficient to protect Tenant for liabilities which may arise from or relate to the Agreement. The City reserves the right to obtain complete, certified copies of any required insurance policies at any time.

Failure to Maintain Insurance. Failure of the Tenant to comply with required coverage and terms and conditions outlined herein will not limit Tenant's liability or responsibility nor does it relieve Tenant of its obligation to provide insurance as specified in this Agreement. Nonfulfillment of the insurance conditions may constitute a violation of the Agreement, and the City retains the right to suspend this Agreement until proper evidence of insurance is provided, or the Agreement may be terminated.

Notice of Material Change, Cancellation or Non-Renewal. Tenant must provide for sixty (60) days prior written notice to be given to the City in the event coverage is substantially changed, canceled or non-renewed and ten (10) days prior written notice for non-payment of premium.

Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions on referenced insurance coverages must be borne by Tenant.

Waiver of Subrogation. Tenant hereby waives its rights and agrees to require their insurers to waive their rights of subrogation against the City under all required insurance herein for any loss arising from or relating to this Agreement. Tenant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City received a waiver of subrogation endorsement for Tenant's insurer(s).

Tenants Insurance Primary. All insurance required of Tenant under this Agreement shall be endorsed to state that Tenant's insurance policy is primary and not contributory with any insurance carrier by the City.

No Limitation as to Tenant's Liabilities. The coverages and limits furnished by Tenant in no way limit the Tenant's liabilities and responsibilities specified within the Agreement or by law.

No Contribution by City. Any insurance or self-insurance programs maintained by the City do not contribute with insurance provided by Tenant under this Agreement.

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

Insurance and Limits Maintained. If Tenant maintains higher limits and/or broader coverage than the minimums shown herein, the City requires and shall be entitled the higher limits and/or broader coverage maintained by Tenant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Joint Venture or Limited Liability Company. If Tenant is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

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Other Insurance obtained by Tenant. If Tenant desires additional coverages, the Tenant will be responsible for the acquisition and cost.

Subcontractors. Tenant shall name the Subcontractor(s) as a named insured(s) under Tenant's insurance or Tenant will require Subcontractor(s) to provide and maintain Commercial General Liability, Commercial Automobile Liability, Worker's Compensation and Employers Liability and Professional Liability Insurance and when applicable Excess/Umbrella Liability Insurance with coverage at least as broad as outlined in Section A, Insurance Required. The limits of coverage will be determined by Tenant and shall determine if Subcontractor(s) must also provide any additional coverage or other coverage outlined in Section A, Insurance Required. Tenant is responsible for ensuring that each Subcontractor has named the City as an additional insured where required and name the City as an additional insured on an endorsement form at least as broad and acceptable to the City. Tenant is also responsible for ensuring that each Subcontractor has complied with the required coverage and terms and conditions outlined in this Section B, Additional Requirements. When requested by the City, Tenant must provide to the City certificates of insurance and additional insured endorsements or other evidence of insurance. The City reserves the right to obtain complete, certified copies of any required insurance policies at any time. Failure of the Subcontractors to comply with required coverage and terms and conditions outlined herein will not limit Tenant's liability or responsibility.

City's Right to Modify. Notwithstanding any provisions in the Agreement to the contrary, the City, Department of Finance, Risk Management Office maintains the right to modify, delete, alter or change these requirements.

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EXHIBIT D

LANDLORD RULES AND REGULATIONS

1. Tenant shall not mar, damage, destroy, deface, drill into, string wire across or engrave any part of the Development without the prior written consent of the Landlord, such consent not to be unreasonably withheld, conditioned, or delayed.
2. The Tenant shall use reasonable efforts to not allow littering or loitering in or around the Development.
3. Tenant shall not permit any disturbing noises in or around the Development. This prohibition shall include any mechanical which can be heard beyond the Development.
4. With the exception of service animals, no pets or animals of any kind shall be brought into, kept or harbored in or around the Development at any time. No Tenant shall cause or permit any unusual or objectionable odors to be produced upon or permeate from the Development.
5. Tenant shall be liable for all damages which may be caused by the taking in, moving or removing of furniture or other equipment to and from the Development.
6. The bathrooms and other water apparatus shall not be used for any other purpose than those for which they are constructed. Damages for misuse shall be borne by Tenant.
7. Unless consented to by Landlord, there shall be no solicitation, canvassing or peddling in or around the Development and Tenant shall cooperate in preventing same.
8. In the case of invasion, riot, public excitement, or other commotion, Landlord reserves the right to prevent any access to the Development during the continuance of same. At no time shall Landlord be liable for damages which may arise from either the admission or exclusion of any person to or from the Development
9. Tenant shall not use the Development for housing, lodging, sleeping nor any injurious, immoral or illegal purpose. Tenant agrees that no illegal drugs of any kind or nature shall be sold, given away, or consumed on the Development.
10. These Rules and Regulations may be reasonably changed from time to time by Landlord with prior notice being given to Tenant as Landlord may, in its reasonable discretion, determine is necessary and appropriate. Landlord will endeavor to notify Tenant of changes in the Rules and Regulations as expeditiously as possible. Violation or breach of these Rules and Regulations shall constitute a breach of the Lease and Tenant shall be liable for any damage caused thereby.

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EXHIBIT E

Green Cleaning

SECTION 1: GOAL

The goal of green cleaning is to reduce the exposure of occupants and maintenance personnel to potentially hazardous chemical, biological and particle contaminants, which adversely impact air quality, health, building finishes, building systems and the environment.

SECTION 2: CLEANING PRODUCTS

Cleaning products and materials, including hard-floor and carpet-care products, used to clean the Development shall, whenever possible, meet the requirements below. These requirements are based off of LEED EBOM v4 but do allow for additional criteria, as noted below.

Product types subject to these requirements include, but are not limited to, bio-enzymatic cleaners, hard-floor cleaners, carpet cleaners, general-purpose cleaners, specialty cleaners, odor control, disinfectants, metal polish, floor finishes, strippers, disposable janitorial paper products and trash bags, and hand soaps. In general, the use of multi-attribute certifications, when available, is preferred over single-attribute certifications.

Green Cleaning, Purchase of Sustainable Cleaning Products and Materials Criteria:

- All general-purpose, bathroom, glass and carpet cleaner use for industrial and institutional purposes, carpet and upholstery care, hard-surface cleaners, cleaning and degreasing compounds, metal polish, floor finishes, strippers or any other products as applicable must meet one or more of the following standards for the appropriate category:
 - o Green Seal
 - o EcoLogo
 - o EPA Safer Choice
 - o Others as approved by EHS
- Disinfectants, must meet the following standards.
 - o Disinfectants with antimicrobial properties should only be used when deemed necessary for a specific cleaning task. When not deemed necessary, a non-antimicrobial product must be used.
 - o Disinfectants, including antimicrobial mold and mildew cleaners, and non-food contact surface sanitizers, shall be EPA FIFRA-registered.
 - o The use of disinfectants and non-food contact sanitizers that only contain the following active ingredients shall be prioritized:
 - Hydrogen peroxide or accelerated hydrogen peroxide
 - Citric acid
 - Lactic acid
 - Caprylic acid
 - Silver
 - o Recommended products included in the Safer Products and Practices for Disinfecting and Sanitizing Surfaces guide prepared by SF Environment and Responsible Purchasing Network should be used when applicable.

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- " Specialty cleaners, such as but not limited to, metal and furniture polish, graffiti and gum removers, and lime and scale removers shall meet the above standards or not contain volatile organic compounds (VOCs) in concentrations that exceed the levels required by law for the specific product category.
- Cleaning devices that use only ionized water or electrolyzed water and have third-party-verified performance data equivalent to the other standards mentioned above (if the device is marketed for antimicrobial cleaning, performance data must demonstrate antimicrobial performance comparable to EPA Office of Pollution Prevention and Toxics and Safer Choice Standard requirements, as appropriate for use patterns and marketing claims) are

preferred to and can be used in lieu of chemical cleaning products.

- Disposable janitorial paper products and trash bags meet the minimum requirements of one or more of the following programs for the applicable product category:
 - o U.S. EPA Comprehensive Procurement Guidelines (CPG) for Janitorial Paper and also processed chlorine free
 - o U.S. EPA CPG for Plastic Trash Can Liners
 - o Green Seal
 - o Eco Logo
 - o Janitorial paper products derived from rapidly renewable resources or made from tree-free fibers
- Hand soaps must contain no antimicrobial agents (other than as a preservative) except where required by health codes and other regulations (i.e., food service and health care requirements) and must meet one or more of the following standards for the appropriate category:
 - o Green Seal
 - o EcoLogo
 - o EPA Safer Choice
- If a product is not available with the above certifications, the following standards may also be considered:
 - o EPA BioPreferred

In addition, floor coating products will preferentially be free of metals such as zinc.

No abrasive cleaner or pads will be used on marble, glass, plastic, painted, chrome, stainless steel, aluminum, wood, or porcelain surfaces.

Exceptions

If the sustainable version of a material or supply is not available in a reasonable period of time, fails to meet performance standards, excludes adequate competition, or is only available at unreasonable prices, then alternative materials or supplies may be considered and approved on a case-by-case basis.

Recordkeeping

Thirty days prior to occupancy, a list of all products that will be used to clean the Development must be prepared as well as documentation indicating the required certification prior to using a product. Examples of acceptable documentation include verification from the certification organization's website, specification sheets, cut sheets or actual labels from product containers

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demonstrating that the cleaning products in use are certified; or independent third-party validation that the products meet the above criteria. All product documentation must also be maintained at the job site at all times. If requested, ongoing progress reports tracking and documenting compliance must be prepared on at least a quarterly basis.

SECTION 3: CLEANING EQUIPMENT

Cleaning equipment used to clean the Development shall comply with the criteria listed below. Equipment

Criteria

All powered equipment must have the following features:

- Vacuum cleaners meet the requirements of the Carpet and Rug Institute Seal of Approval/"Green Label" Testing Program, are capable of capturing 99% of particulates 0.3 microns in size and shall operate with a sound level less than or equal to 70dBA.
- Carpet extraction equipment for restorative, deep cleaning is certified by the Carpet and Rug Institute's "Seal of Approval" Testing Program for deep-cleaning extractors.

- Powered floor equipment-e.g., electric and battery-powered floor buffers - are equipped with vacuums, guards and/or other devices for capturing fine particulates, and operates with a sound level less than or equal to 70dBA.
- Propane-powered floor equipment has high-efficiency, low-emission engines with catalytic converters and mufflers that meet the Environmental Protection Agency (EPA) standards for the specific engine size, and operate with a sound level of less than or equal to 90dBA.
- Automated scrubbing machines are equipped with variable-speed feed pumps and onboard chemical metering to optimize the use of cleaning fluids. Alternatively, the scrubbing machines use only tap water with no added cleaning products.
- Battery-powered equipment is equipped with environmentally preferable gel batteries.
- Powered equipment is economically designed to minimize vibration, noise and user fatigue.
- Equipment is designed with safeguards, such as rollers or rubber bumpers, to reduce potential damage to building surfaces.

Use

- Manual-powered equipment and cleaning strategies will be used whenever possible and practicable to reduce the energy and water used by powered equipment and typical cleaning strategies.
- **Cold water will be used instead of hot water whenever possible and practicable. Recordkeeping**
A log shall be kept for all powered cleaning equipment to document the date of purchase and all repair and maintenance activities, including the changing of filters.

A list of all equipment to be used and documentation of compliance with the above requirements (such as cut sheets) should be prepared prior to use. When cleaning equipment replacement is necessary, acquisition dates and supporting documentation shall be retained to demonstrate that all newly acquired equipment complies with the specifications. Ongoing progress reports tracking and documenting compliance should be prepared on at least a quarterly basis.

SECTION 4: HARD-FLOOR AND CARPET MAINTENANCE

Floor-care maintenance shall consistently be performed according to written protocols, without exception, and designed to use few, or no, harmful chemicals, remove and eliminate irritating

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dust, dirt and other contaminants; and protect and preserve floors. Quality control checks should be used to ensure 100% adoption of the following hard-floor and carpet maintenance practices, as applicable to the Development.

- To minimize chemical use, the frequency of stripping or removing coatings within the Development will be reduced to as needed, but no more than twice per year and is able to maximize the floor's longevity, thereby conserving cleaning and floor restoration materials and minimizing occupants' exposure to harmful chemicals.
- Daily, floors are mopped and carpets are vacuumed All hard surfaces are dry mopped or damp mopped and vacuumed.
- The carpet cleaning process utilizes minimal amounts of water.
- " Once per month, the carpets will be inspected for stains and other damages. If feasible, the necessary areas will be spot cleaned with sustainable carpet cleaning materials. If damaged, carpet tiles will be replaced. When carpet extraction equipment must be used, methods to reduce chemical usage will be implemented.
- The filters in vacuums and other applicable equipment will be changed frequently to enable air flow and reduce the energy consumption of the equipment.

SECTION 5: HAND HYGIENE

The following protocols promoting hand hygiene shall be wholly adopted. Quality control checks shall be used to ensure 100% adoption.

- All restroom facilities, including those in guest rooms, public areas and back-of-house spaces shall include appropriate hand soaps. (See Section 2)
- Restrooms will be equipped with hands-free soap dispensers, faucets, hand dryers, and/or towel dispensers.

SECTION 6: HANDLING AND STORAGE OF CLEANING CHEMICALS

Protocols governing safe handling and storage of cleaning chemicals shall be wholly adopted. Quality control checks will be used to ensure 100% adoption.

Storage

- Cleaning chemicals, including disinfectants, may not be stored appropriately, safely and according to all laws.

Spills

- Spills will be cleaned and handled according to the manufacturer's safety data sheets provided by the manufacturer.
- All spills will be handled carefully. If the spill occurs in an area to which there is any safety concern, the area will be roped off and occupants will be informed to stay clear of the area until it is cleaned up.

Safety Data Sheets (SDSs)

- « Accurate SDSs should be provided in the building for all chemicals they supply and use, filed as close as possible to the chemical storage area
- The cleaning chemical suppliers' toll-free hotlines that can be called in the event of spills or accidents to access safety data and protocols is required to be posted as close as possible to the chemical storage area

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SECTION 7: STAFFING AND TRAINING

All cleaning personnel shall receive and document regular training, including environmental health safety training.

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EXHIBIT F

Waste and Recycling

Scavenger services including collection, transport and removal and disposal of waste and recycling must be provided in accordance with the Chicago Recycling Ordinance (Chapter 11-5 of the Chicago Municipal Code). Recyclables must be collected separately from waste and commingling of recyclables and waste is prohibited at all stages of collection, transport and disposal. A sufficient number of separate brown, black or gray waste and blue recycling containers must be provided.

A Waste and Recycling Plan (WRP) documenting how the scavenger services will meet the Chicago Recycling Ordinance must be prepared. At a minimum, the WRP should provide the following information:

1. General description of waste and recycling service including:
 - a. Name of service providers and disposal facility names and addresses for both waste and recycling materials
 - b. Collection schedule
 - c. Type of recycling program (such as single stream or dual stream etc.)
 - d. Accepted recycling materials
2. Description of educational material to be provided, including collection procedures.
3. Description of containers to be provided including number, color, size and type (lids/no lids etc.) as well an example of the written and/or pictorial list of acceptable recyclable material that may be deposited into the containers.

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EXHIBIT G

Building Exterior and Hardscape Management

SECTION 1: SCOPE

This Site Management Plan (Plan) provides guidelines for maintaining the performance of the building exterior and hardscape.

SECTION 2: BUILDING EXTERIOR AND HARDCAPE MAINTENANCE AND CLEANING

Building exterior and hardscape maintenance and cleaning activities shall be performed in a manner that minimizes the environmental impact of power equipment and cleaning chemicals.

PRACTICES TO OPTIMIZE BUILDING EXTERIOR AND HARDCAPE CLEANING

- When practicable, hardscape cleaning should be primarily performed with electric power sweepers and manual tools to maintain the walkways, pavement, and other hardscapes. The limited use of gas-powered equipment conserves fossil fuels and minimizes greenhouse gas emissions.
- If power washing must be conducted,
 - o dispose of wastewater in accordance with all local, state and federal regulations and necessary permits obtained prior to the work;
 - o pre-sweep area prior to washing to pick up, containerize and properly dispose any loose dirt and debris and use dry spot cleaning methods, such as absorbent materials to clean spills;
 - o use of water regulating nozzles and/or high-pressure delivery systems to *minimize water usage; o use water only; cleaning agents are prohibited; and o sweep up any visible solids/residue after the power washing.* » *Window washing shall be performed with water only and without any*

cleaning chemicals. If cleaning chemicals are required to be used on the building exterior, sidewalks, pavement, or other impervious surfaces, they will adhere to the requirements of the Green Cleaning Policy.

- Suppliers shall provide Safety Data Sheets (SDS) and Technical Bulletins for all exterior maintenance products for review and approval prior to use on site. In case of emergency, each SDS shall be easily accessible for reference.
- Cleaning and maintenance personnel shall be properly trained in the use, maintenance, and disposal of exterior cleaning chemicals and equipment.
- Materials and equipment will be stored off-site unless otherwise approved. If stored onsite, they must be stored in a way to prevent air and site contamination.
- All exterior paints and sealants shall adhere to sustainable purchasing requirements.

PRACTICES TO OPTIMIZE SITE MAINTENANCE EQUIPMENT

- When power equipment must be used, electric equipment (battery or corded) and/or equipment with noise and emissions controls shall be used wherever practical instead of conventional gas-powered equipment, particularly on sites with large turf areas. This measure will reduce the fossil fuel use and greenhouse gas emissions produced by conventional equipment.
- Mulching mowers shall be used on turf areas and shall return clippings back into the lawn to recycle nutrients.

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- Turf areas shall be hand-weeded.
- Low-smoke oil shall be used in all maintenance equipment.
- For equipment with two-cycle engines, models with advanced design features-such as direct fuel- injection engines and exhaust power valves-shall be used to reduce emissions, improve fuel efficiency, and decrease oil consumption compared to conventional two-cycle engines.
- During site cleanup in the spring, maintenance personnel shall manually prune winterkilled plants; sweep parking lot curbs, turf areas, and corners by hand; and rake turf areas to remove debris as necessary. Manual landscape maintenance reduces the need for powered machinery and the demand for fossil fuels.
- Weekly, the shrub and tree beds shall be hand-weeded.
- Shrubs and ornamental trees shall be manually pruned.
- All mowers shall receive new blades annually, and belts, bearings, and bushings shall be inspected on a yearly basis and changed as needed. Regular maintenance enhances the efficiency of equipment, thereby conserving energy and fuel and minimizing entire equipment replacements.
- » The contractor shall change the oil and filters on all equipment as needed. All used oil shall be recycled.
- All powered maintenance equipment will be stored at an off-site location owned by the contractor unless otherwise approved.

SECTION 3: EROSION AND SEDIMENTATION CONTROL

During significant weather events or due to seasonal detritus, soil and organic debris can build up in stormwater drainage systems; routine inspections and maintenance facilitate a fast response to erosion issues and limit the harmful environmental impacts of erosion and sedimentation. A regular inspection at sites with existing green infrastructure controls shall be performed and logged to ensure that deficiencies are identified and remedied. This includes quarterly inspections (performed immediately after a significant rainfall whenever possible) of the controls listed above, as well as the following when applicable:

- Assessment of slope stability after major rainfall events for site areas with steep slopes
- Inspection for standing water and drainage problems following major rainfall events
- Semiannual inspection and cleaning of roof drains

■ **Inspection of storm sewers and vaults during major rainfall for evidence of sedimentation SECTION 4:**

LANDSCAPE WASTE

The majority of landscape waste should be retained onsite, both to minimize the amount of waste sent to landfills and to create soil-enriching compost. Landscaping debris that cannot be recycled/composted onsite shall be directed to offsite composting facilities. Practices to minimize/divert landscape waste include but are not limited to:

- » The Landscape Contractor shall collect landscape waste, including, but not limited to, leaves, cut vines, and pruned branches for composting piles and shall use the compost to mulch existing plantings to reduce watering and fertilizing.
- Mulching mowers shall be used on turf areas, returning clippings back into the lawn to recycle nutrients.

SECTION 5: FERTILIZER USE

Fertilizer use shall be kept to a minimum to prevent eutrophication of local ponds and streams. Manual weeding should be performed whenever possible and if necessary, only organic

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fertilizers shall be applied on the grounds, including on green roofs. If vegetated areas are to be treated, they shall receive applications of an OMRI (Organic Materials Review Institute: www.omri.org <<http://www.omri.org>>) listed organic fertilizer.

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EXHIBIT H

Sustainable Purchasing

SECTION 1: SCOPE

This applies to sustainable purchasing of the following types of products:

- Ongoing Consumables - low-cost-per-unit materials that are regularly used and replaced through the course of daily business operations.
- » Durable goods and Electric Powered Equipment- higher-cost-per-unit materials that are replaced infrequently and/or may require capital outlays to purchase. • Furniture - office furniture including desks, chairs etc.
- Lamps and light bulbs - includes lamps for both indoor and outdoor fixtures, as well as both hard-wired and portable fixtures.
- Facility Maintenance and Renovation Materials - Building materials that are permanently or semi-permanently attached to a building itself in the course of facility renovations, demolitions, refits and new construction additions.

SECTION 2: SUSTAINABLE PURCHASING CONSIDERATIONS AND RESOURCES

When preparing contract specifications and selecting following should be considered and preferred: Reduced overall consumption Reduced packaging Recycled or renewable materials content
Reduced greenhouse gas emissions Post-consumer reuse and recycling opportunities Locally-sourced options Take-back programs Low or no volatile organic compound content
products and services to purchase, the

- Rechargeable
- Low toxicity
- Free of chlorofluorocarbons (CFC) and heavy metals
- Carcinogen free or low carcinogen content
- Biobased content « Biodegradable
- Compostable

Products that have independent third-party environmental certifications (like Green Seal, Energy Star, Safer Choice, EcoLogo, Greenguard etc.) should be required whenever applicable and available. Certifications used should have transparent requirements and offer identifiable environmental or health benefits. The use of multi-attribute certifications

(like Green Seal or EcoLogo), when available, is preferred over single-attribute certifications (like Energy Star or Biobased Certified products) as they require products to meet a more comprehensive set of environmental and health requirements..

When developing contracts for goods and services, strategies such as process changes, behavior changes, and product standardization that can provide additional environmental and health benefits should be considered beyond just switching out a non-sustainable product for a sustainable version of that same product.

SECTION 2: SPECIFIC SUSTAINABLE PURCHASING CRITERIA

H-1

The following criteria must be considered when purchasing products in each applicable category.

Category	Acceptable Criteria
Ongoing Consumables	• Postconsumer recycled content. The content of purchases must meet or exceed Comprehensive Procurement Guidelines and be manufactured chlorine-free. For cleaning products, deicers etc. with Green Seal, EcoLogo, EPA's Safer Choice etc. use. Batteries must be rechargeable. Toner cartridges for laser printers must meet the Sustainable Agriculture Network's Sustainable Agriculture Standard or BioPreferred program. Bio-based raw materials must be tested using ASTM Test Method D6898-18. Exclude hide products, such as leather and other animal products. Wood products must be certified by the Forest Stewardship Council or USGBC-Approved Wood.
Durable Goods	• EPEAT rating. The equipment must have a silver Electronic Product Environmental Assessment (EPEAT) rating. It must be ENERGY STAR® qualified or performance equivalent for projects outside the United States.
Lighting Fixtures	• Purchased lamps shall have an average 70 picograms of mercury per lumen-hour or less. Lamps must be ENERGY STAR certified.
Furniture	• Reuse, repair and repurpose existing furniture before purchasing new items • Purchase furniture that meets Standard CCR Title 17, is free of added antimicrobials, flame retardant free, polyvinyl chloride (PVC) free, and formaldehyde free.

H-2

Category	Acceptable Criteria
	• GREENGUARD • SCS Indoor Advantage • Cradle to Cradle • BIFMA Level, with scorecard provided that shows at least one point for Credit 7.6, Low-emitting Furniture • Wood is from Forest Stewardship Council (FSC) Certified

Facility Maintenance • Materials reuse. Reuse includes salvaged, refurbished, or reused products. • Recycled content plus one-half the pre-consumer recycled content. • Wood products. Wood products must be USGBC-approved equivalent • Bio-based materials. Bio-based products must meet the GreenScreen v1.0 Agriculture Standard. Bio-based raw materials must be tested using ASTM Test Method D5900 for formaldehyde exporting and receiving country. Exclude hide products, such as leather and other animal products purchased from a manufacturer (producer) that participates in an extended producer responsibility program. Products valued at 50% of their cost. • GreenScreen v1.0 chemical ingredients to 100 ppm that have no Benchmark 1 hazards. • Cradle to Cradle • Product Manufacturer Supply Chain Optimization. Use building products that: • Are sourced from manufacturers with validated and robust safety, health, hazard, and risk programs which at a minimum document the building product or building material, and • Are sourced from product manufacturer supply chain that at a minimum verifies: ■ Processes are in place to communicate and document supply chain according to available hazard, exposure and use information to identify the building product in place to identify, document, and communicate information on health, safety and environmental impacts

H-3

Category	Acceptable Criteria
	<ul style="list-style-type: none"> ■ Processes are in place to implement measures to manage the health, safety and environmental impacts when ■ Processes are in place to optimize health, safety and environmental impacts when ■ Processes are in place to communicate, receive and evaluate chemical ingredient safety and stewardship information about the chemical ingredients is publicly available from all sources
Facility Maintenance and Renovation	Must either be inherently non-emitting or be tested and determined to be compliant in accordance with California Department of Public Health Standard Method V1.1-2010, using the applicable exposure scenario.
Facility Maintenance and Renovation	All paints and coatings wet-applied on site must meet the applicable VOC limits of the California Air Resources Board Quality Management District (SCAQMD) Rule 1113, effective June 3, 2011. • All adhesives, sealants, and caulks must be tested and determined to be compliant in accordance with California Department of Public Health Standard Method V1.1-2010, using the applicable exposure scenario.
Facility Maintenance and Renovation	All adhesives and Sealant Applications, as analyzed by the methods specified in Rule 1168. The other wet-applied products must be tested and determined to be compliant in accordance with California Department of Public Health Standard Method V1.1-2010, using the applicable exposure scenario. • If the applicable regulation requires subtraction of exempt compounds, any compounds that cannot reasonably be tested as specified above, testing of VOC content must correspond to the applicable regulation. • No intentionally added VOCs may be intentionally added in paints, coatings, adhesives, or sealants.
Facility Maintenance and Renovation	Low emissions of formaldehyde. Built-in cabinetry and architectural millwork containing composite woods must be constructed from materials documented to have low formaldehyde emissions that meet the California Air Resources Board requirements for ultra-low-emitting formaldehyde (ULEF) resins or no-added formaldehyde-based resins. Salvaged and reused architectural millwork more than one year old at the time of occupancy is considered compliant, provided it meets the requirements for any site-applied paints, coatings, adhesives, and sealants.

H-4

Category	Acceptable Criteria
	time of occupancy is considered compliant, provided it meets the requirements for any site-applied paints, coatings, adhesives, and sealants.

SECTION 3: BEST MANAGEMENT PRACTICES

- Periodically review upcoming contracts to identify and prioritize sustainable purchasing opportunities likely to have the greatest impacts.
- Establish a baseline of existing contract usage and types and quantities of purchases.
- Track purchases (quantities and \$ amounts) and associated impacts and benefits (greenhouse gas emission reduction, etc.)

reductions, landfill waste diversion, health impacts etc.) on an ongoing basis.

- Benchmark with LEED goals included in Section 2
 - Issue "all green contracts" when feasible.
 - Educate staff about the established sustainable purchasing criteria, contract requirements, available sustainable products and services, and associated benefits.
 - Require Vendors to:
 - Prior to use, provide evidence from the manufacturer stating that the product quoted meets the criteria and/or has the required certification with the bid or specifically state that there are no applicable criteria for a product type
 - Submit sustainability reports at least semi-annually for each product purchased. At a minimum, the report must be in an electronic and editable format and include the contract specification and numbers, Vendor's name, Catalog or Line Item, item description, quantity ordered, unit price, and total expended amount. The report must also include notation of the whether or not each material or supply meets the required criteria listed in these specifications, and if so, how the material or supply meets the criteria, e.g., recycled content percentage, certification type etc. Materials purchased by subcontractors must also be included.
- Notify the City of potential opportunities that would comply with the above specifications, as well as reduced packaging options.

H-5

EXHIBIT I

Integrated Pest Management

SECTION 1: SCOPE

Tenant will provide integrated pest management services at the Development in conformance with this exhibit. The goals of these requirements are to employ best management practices emphasizing mechanical, biological, physical, natural, and cultural controls: encourage occupant behavior and other options that discourage pest infestations; eliminate the use of all pesticides to the greatest possible extent; minimize the impact of site management practices on the local ecosystem; and reduce the exposure of occupants, staff and maintenance personnel to potentially hazardous chemical, biological and particle contaminants.

SECTION 2: REPORTING REQUIREMENTS

Thirty days prior to occupancy, Tenant must submit to Landlord for approval sufficient documentation to show conformance with these requirements, such as a copy of the pest control contract committing to these best practices, as well as a list of pesticides most likely to be used and their Tier designation.

Upon pest sighting, the following steps will be followed:

1. Tenant will log any pest sighting in a log book and contact their Pest Control Contractor.
2. The Pest Control Contractor will sign the log book acknowledging awareness of the sighting and report appropriate treatment.

The Pest Control Contractor will investigate and evaluate all reported sightings and take the appropriate course of action. Landlord may (a) request review of such log book at any time and (b) follow-up with Tenant to determine what corrective actions were taken

SECTION 3: IPM STRATEGIES AND PRACTICES

Tenant's Pest Control Contractor will follow the below strategies and methods. Integrated

Methods

Integrated methods that make use of monitoring and non-toxic preventative measures (e.g., site inspection and maintenance, cultural controls, pest inspection and population monitoring) will be used to proactively manage and minimize pest issues. Where cultural changes to occupant behavior, exclusionary measures, sanitation and cleanliness, and physical alterations to the Development are deemed prudent and effective for interior pest management, the Pest Control Contractor or Landlord shall make recommendations in writing to Tenant for further action.

In the event that monitoring activities and observation reveal a need for the use of pest controls, appropriate control options will be evaluated and the least-toxic option likely to be effective will be employed. Least-toxic options include traps, physical removal, and least-toxic pesticides as defined below.

Least-toxic Pesticides

1-1

If integrated pest control measures are unable to resolve the problem, least toxic pesticides will be used prior to resorting to the use of non-least toxic pesticides

- " Least toxic pesticides include any pesticide product for which all active ingredients and known inert ingredients meet the least toxic Tier III hazard criteria under the San Francisco Hazard Review Process (<<http://sfenvironment.org/article/residents/leasttoxic->pesticides-for-green-buildings>)
- Non-least toxic products will only be approved if the least toxic products pose an ¹unreasonable financial burden or another product is deemed more effective and poses minimal risk, and then only with proper documentation and as a last resort when other non-pesticide least-toxic options have failed.
- Products that are not regulated as pesticides by the EPA because they primarily contain low-risk ingredients, such as garlic oil, may also be considered least toxic options, even if they are not listed as Tier 3 by San Francisco.
- » Equivalent pesticide products with the same active ingredient(s) and concentration(s) as Tier 3 products may be substituted provided that Tenant or Pest Control contractor supplies Landlord with appropriate documentation, including the Material Safety Data Sheet (MSDS) and pesticide product label, prior to application.
- Non-rodent pesticides that exceed the Tier 3 criteria are considered least toxic if they are used in self-contained baits and placed in locations that are inaccessible to occupants. Rodent baits are not considered least toxic under any circumstances.
- In the event that a product not considered a least-toxic pesticide is deemed prudent by the pesticide applicator, approval must first be sought from Landlord before any application will be permitted, except in the case of

emergencies as defined below.

Emergency Conditions

In the event of an emergency, pesticides not meeting the least-toxic pesticide definition may be applied without complying with the earlier stipulations for use of integrated methods and least-toxic controls. Emergencies are defined as infestations posing a threat to the safety or wellbeing of human occupants, or when there is a possibility of immediate severe catastrophic damage to landscape plants or wildlife. Emergency applications of pesticides must be approved by Landlord prior to application.

Universal Notification

Landlord has adopted a universal notification system if a pesticide, other than a least-toxic pesticide as defined above, must be applied on a site. This strategy requires Tenant to notify occupants at least 48 hours in advance of a pesticide application under normal circumstances and no more than 24 hours after an emergency application through posted signs or other means of reaching 100 percent of occupants. This notification system enables occupants and staff, and especially high-risk occupants such as children, pregnant women and the elderly, to modify their plans based on pesticide use at the Development. If signs are posted, they must be placed at every building entrance open to the public as well as those used by staff.

Notification must include the following:

- Pesticide product name
- Active ingredient
- Product label signal word (e.g., "caution", "danger") » Time and location of application

I-2

- **Contact information for persons seeking more information Record**

Requirements for Pesticide Applications

Recordkeeping is required to demonstrate ongoing compliance with these requirements. All applications of pesticides (include least-toxic options) shall be logged. The pesticide application log shall include the following information: " Universal Notification to Occupants o Date o Time o Method » Pesticide Application Date and Time

- Application Manager
- Location
- Target Pest
- Pesticide Trade Name
- Pesticide Active Ingredient
- EPA Registration Number
- Least-toxic status (Y/N)

Cleaning Products

In the event that cleaning products are used as a component of IPM, they shall conform to this Lease's Green Cleaning Requirements.

Legal Obligations

In addition to the above-stated guidelines, all Pest Control Contractors shall adhere to applicable local, state, and federal laws regarding health, safety, use, and storage of pesticides. Pest Control Contractors shall adhere to all

provisions of their contract agreement in addition to the guidelines and recommendations outlined in this Plan.

IPM Best Practices

Environmental best practices related to pest control, as outlined in the table below, shall be observed at all times, and incorporated into vendor contracts, Standard Operating Procedures (SOP), and policies as appropriate and applicable to the Development. "Chemical" as used below refers to any chemical pesticide product that is utilized in the prevention or treatment of pest infestations. Final determination of a product as a chemical is reserved exclusively to the Tenant.

CHEMICAL PREPARATION AND HANDLING PRACTICES
Choosing Chemicals

- Identify which chemicals are being used and the more that is known about the problem, the less words organic, natural and biodegradable in this context. Chemicals should only be used as a last resort in the City of San Francisco's Pesticide Hazard Screening List as a general rule. Chemicals that are considered Tier 3 (least-toxic) and exempt from registration are preferred.

1-3

- Chemicals not listed in the City of San Francisco's Pesticide Hazard Screening List that meet the criteria shall be prepared to demonstrate equivalency between the products used and the cited standard. ■ Chemicals shall only be used if reasonable treatment measures have failed and explicit permission for their use is obtained from the City of San Francisco unless emergency conditions exist in which case permission for their use may be granted immediately.
- Pest Control Contractors shall pre-mix any chemicals needed before arrival. ■ Accurate measurements of each chemical, in the minimum necessary amount, to achieve the desired results. • Only the appropriate amount of chemicals should be used. • Immediate mixing and use • Unused chemicals must be properly removed and stored off site.

Health Precautions

- Any Pest Control Contractor's personnel handling chemicals shall be trained and certified, where required by law, in the use of the equipment as well as personal protective equipment available to all those working with chemicals.

■ All chemical containers transported to or from the facility by the Pest Control Contractor must conform to the requirements for carrying people or food.

Transport

CHEMICAL STORAGE PRACTICES

Storage Areas

- Pest Control contractors are not permitted to store chemicals in areas used for other purposes.

Labels and Product Information

- All chemicals used onsite must be clearly labeled and the manufacturer's instructions followed.

Health & Safety

- Chemical safety precautions must be adhered to by the numbers must be readily emergency facilities must

CHEMICAL APPLICATION PRACTICES

- User Qualifications**
- If a chemical pesticide application is under consideration, the Pest Control Contractor responsible for the application or Tenant shall

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CHEMICAL APPLICATION PRACTICES

- Species Considerations**
- Time the chemical treatment to coincide with the affected.
- User Safety**
- » Chemical pesticides must be applied according to all label directions during performance of their duties. ■ Pest Control Contractor will direct for the product(s) being used. • Applicators must wear protective clothing other person into the work area, and the work area should be well-ventilated. ■ When chemical spraying is the method of application, the area of application must be well-ventilated.
- Limited Access Equipment**
- Equipment must be maintained for health and safety
- Weather/Time Restrictions**
- Outside spraying must have access

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CHEMICAL APPLICATION PRACTICES

- Hours of work must be controlled so that building occupants are not exposed.

CHEMICAL DISPOSAL PRACTICES BY VENDOR

- General Guidelines**
- Onsite chemical disposal is prohibited. ■ Pest Control Contractors must remove any general building waste.
- Containers/Labels Disposal**
- Never transfer chemicals to unlabeled or mislabeled containers after they have been used to prevent reuse.
- ⁸ Pest Control Contractors must dispose of waste in accordance with

**BASIC VEGETATION
PEST CONTROL
PRACTICES**

Maintenance

- Keep the building grounds well-maintained.

Plantings

- » Plant at the right time and in the right places. Seedlings not to be planted less than 10 feet from building.

Manual Controls

- Landscape shall be maintained in a manner that prevents harm to the building.

Chemical Controls

- All chemical controls and applications will conform to the requirements of the City of San Francisco and shall be approved by Tenant prior to use.

Inspection Schedule and Location

- The landscape contractor shall inform Landlord of any pest sightings.

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**BASIC IPM
PRACTICES**

Site/Building Cleanliness

- » Keep garbage containers clean, free of odors and spillage or garbage to prevent the collection of trash. These conditions create ideal harborage for rodent receptacles. ■ Ensure collection frequency of garbage.

Structural Integrity

- Maintain the building exterior in good repair with no holes or openings large enough to admit pests. Measures, i.e., cementing, screening, caulking, installing stripping on door frames.

Inspection Schedule and Location

- Visual inspections shall be conducted by the Pest Control Contractor. ■ After each visit, the Pest Control Contractor shall include written observations and refer to the appropriate Landlord upon request.

**SPECIES-SPECIFIC ANIMAL
CONTROL STRATEGIES**

Ants

- » All food handling areas should be cleaned frequently. Food should be stored in sealed containers or in the refrigerator or freezer. ■ If the building and when practical, remove structures that create a bridge for the ants to cross. " Emergency response: If ten or more reported cases or complaints of ants are received, the Pest Control Contractor shall report the sighting to the Pest Control Contractor. ■ Bed bug infestation is serious and requires intensive intervention. If a bed bug infestation is suspected, the Pest Control Contractor shall report the sighting to the Pest Control Contractor. ■ Bacterial insecticides derived from natural ingredients may be used if the presence of bed bugs is confirmed. • If the pests pose a threat to occupants, the Pest Control Contractor shall report the sighting to the Pest Control Contractor. Otherwise, regular treatment may be sought.

Bed Bugs

Caterpillars

- If the pests pose a threat to occupants, the Pest Control Contractor shall report the sighting to the Pest Control Contractor. Otherwise, regular treatment may be sought.

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