

13-011

Constantino, Mike

From: Jack Axel [jacobmaxel@msn.com]
Sent: Wednesday, April 24, 2013 8:34 AM
To: Constantino, Mike
Subject: FW: ACC Lease - Executed
Attachments: ACC Lease - Executed.pdf, ATT00001.txt

Mike,

Attached is the signed lease agreement for the Presence St. Joseph-Chicago project.

Jack

Jacob M. Axel
President
Axel & Associates, Inc.
675 North Court, Suite 210
Palatine, IL 60067
Phone: (847) 776-7101

From: Julie.Roknich@presencehealth.org
To: jacobmaxel@msn.com; cranalli@mwe.com
CC: RLuskin-Hawk@presencehealth.org
Date: Wed, 24 Apr 2013 08:24:41 -0500
Subject: FW: ACC Lease - Executed

Jack and Clare,

Happy Wednesday! Attached is a copy of the fully executed ACC Lease for you to provide to the Planning Board. Also, could you give me an update on our response to Constantino's supplemental requests for information (related to Hammes)?

Please contact me with any questions.

Julie P. Roknich
Associate General Counsel, Contracts and Transactions

Presence Health
7435 W. Talcott Ave., Suite 345 | Chicago, Illinois 60631
Office: (773) 792-5269 | email: Julie.Roknich@presencehealth.org | www.presencehealth.org

Please note my email address has changed!

From Chicago's Lakefront to Danville, the Largest Catholic Health System in Illinois

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From: Reid, Bryan [<mailto:Bryan.Reid@dlapiper.com>]

Sent: Wednesday, April 24, 2013 8:11 AM

To: bpage@dkattorneys.com; Kirk Dunlap (kdunlap@hammesco.com); Luskin-Hawk, Roberta; Roknich, Julie P; Kowal, Spencer; craig.beam@cbre.com; 'jacobmaxel@msn.com' (jacobmaxel@msn.com)

Cc: Beard, James L.; Sitzler, Nina Momtazee; Rudnick, William A.

Subject: ACC Lease - Executed

All,

Attached please find a pdf copy of the fully executed ACC Lease. If you have any questions, please let me know.

Bryan D. Reid

Associate

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United States
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AMBULATORY CARE CENTER

LEASE AGREEMENT

By and Among

**HAMMES PARTNERS SAINT JOSEPH ACC, LLC,
a Wisconsin limited liability company,**

as Landlord

and

**PRESENCE HEALTH NETWORK,
an Illinois not-for-profit corporation,**

and

**PRESENCE SAINT JOSEPH HOSPITAL - CHICAGO,
an Illinois not-for-profit corporation,**

jointly and severally,

as Tenant

Property Located In:

Chicago, Illinois

Dated: April 24, 2013

**AMBULATORY CARE CENTER
LEASE AGREEMENT**

THIS AMBULATORY CARE CENTER LEASE AGREEMENT (this "Lease") is made and effective as of the 24 day of April, 2013 (the "Effective Date") by and among (i) **HAMMES PARTNERS SAINT JOSEPH ACC, LLC**, a Wisconsin limited liability company ("Landlord"), (ii) **PRESENCE HEALTH NETWORK**, an Illinois not-for-profit corporation ("Presence"), and (iii) **PRESENCE SAINT JOSEPH HOSPITAL - CHICAGO**, an Illinois not-for-profit corporation ("Saint Joseph"; Presence and Saint Joseph, jointly and severally, "Tenant").

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord does hereby lease the Premises (as defined below) to Tenant, and Tenant hereby leases the Premises from Landlord, all on the terms and conditions set forth in this Lease and the parties hereto intending legally to be bound covenant and agree as set forth below:

I. SUMMARY OF BASIC LEASE PROVISIONS ("Lease Summary"):

A. Landlord: Hammes Partners Saint Joseph ACC, LLC, a Wisconsin limited liability company

B. Tenant: Presence Health Network, an Illinois not-for-profit corporation, and Presence Saint Joseph Hospital - Chicago, an Illinois not-for-profit corporation, jointly and severally

C. Building: The building (the "**Building**") containing the Premises (as defined herein) will be constructed by Landlord in accordance with the terms and conditions of the Ground Lease (as defined herein) and a separate work letter to be entered into between Landlord and Saint Joseph (the "**Project Work Letter**") and will consist of nine (9) floors and a penthouse, and approximately three hundred forty-five thousand two hundred twenty-seven (345,227) rentable square feet, on that certain property in Chicago, Illinois, as more particularly described on Exhibit A attached hereto (the "**Land**"). Pursuant to the Declaration (as defined herein), the Land will be separated into four (4) parcels consisting of: (i) the parcel described in Exhibit B-1 attached hereto (the "**ACC Parcel**"), (ii) the parcel described on Exhibit B-2 attached hereto (the "**MOB Parcel**"), (iii) the parcel described on Exhibit B-3 attached hereto (the "**Garage Parcel**"), and (iv) the parcel described on Exhibit B-4 attached hereto (the "**Common Area Parcel**"). The ambulatory services portion of the Building will be located in the ACC Parcel and consist of approximately one hundred thirteen thousand one hundred twenty-eight (113,128) rentable square feet on the first, fifth and sixth floors (the "**ACC**"). The medical office portion of the Building will be located in the MOB Parcel and will consist of approximately eighty thousand seven hundred fifty-one (80,751) rentable square feet on the seventh, eighth and ninth floors (the "**MOB**"). The garage portion of the Building will be located in the Garage Parcel and will contain approximately one hundred fifty-one thousand three hundred forty-eight (151,348) rentable square feet and three hundred thirty-seven (337) parking spaces on the second, third and fourth floors of the Building (the "**Parking Facility**"). The common areas of the Building will be constructed on and in the Common Area Parcel and will consist of approximately forty thousand four hundred thirty (40,430) usable square feet on the first through fifth, seventh, and ninth floors and the penthouse of the Building. The Common Areas of the Building available for use by Tenant are more particularly described in Section 29 below. The Building, comprised of the ACC, the MOB, the Parking Facility and the common areas of the Building, together with any and all related improvements now or hereafter located on the Land may hereinafter be referred to collectively as the "**Improvements**." The Building is known as the Presence Center for Advanced Care. Landlord anticipates that it will commence construction of the Building on or about July 2, 2013 (the "**Construction Commencement Date**").

D. Skybridge: It is contemplated that the Building will be connected to Saint Joseph Hospital Chicago (the "**Hospital**") which is located on the Hospital Campus (as defined herein) via an above-ground pedestrian bridge (the "**Skybridge**"). The Skybridge, if constructed, will be constructed and operated in

accordance with the Skybridge Agreement and the Skybridge Work Letter (as such terms are hereinafter defined).

E. Premises: 100% of the rentable square footage of the ACC. As of the Effective Date, the premises is estimated to be approximately one hundred thirteen thousand one hundred twenty-eight (113,128) rentable square feet on the first, fifth and sixth floors of the Building, as generally shown on the diagram attached to this Lease as Exhibit C (the "Premises"). The Premises being leased under this Lease is part of Landlord's leasehold estate, pursuant to that certain ground lease (the "Ground Lease") entered into by and between Saint Joseph Hospital, as Ground Lessor, and Landlord, as Ground Lessee, in the Land described in Exhibit A attached to this Lease and the Building to be constructed on the Land by Landlord.

F. Tenant's Proportionate Share: As of the Effective Date, Tenant's estimated Proportionate Share (as defined in Section 4(d) below) is thirty-two and seventy-seven one-hundredths percent (32.77%). The foregoing estimated Proportionate Share is based on current plans for the construction of the Improvements and shall be subject to adjustment upon receipt and approval of the final construction drawings and the final bids for the construction of the Improvements using the measurement standards set forth in Section 3(b) below and a final adjustment as provided in the Project Work Letter and Section 3(b) below. Upon delivery of the Premises, Landlord and Tenant shall execute and deliver to Landlord the Commencement Date Agreement, the form of which is attached to this Lease as Exhibit E, setting forth, among other things, the actual rentable and usable square footage of the Premises and Tenant's Proportionate Share.

G. Term: The term (the "Term") shall be for approximately two hundred forty (240) months, commencing on the date (the "Commencement Date") which is the first day following the Project Completion Date, and terminating on the last day of the month that is two hundred forty (240) months after the Commencement Date (the "Expiration Date").

H. Permitted Use of Premises: An ambulatory care center for the conduct of Tenant's practice of medicine, or any lawful purpose, subject to the provisions of Section 5 below.

I. Base Rent: Four Million One Hundred Eighty-Eight Thousand Sixty-One and 00/100 Dollars (\$4,188,061.00) per year or Three Hundred Forty-Nine Thousand Five and 09/100 Dollars (\$349,005.09) per month. The foregoing Base Rent amount is subject to adjustment upon receipt and acceptance of the final bids for the construction of the Improvements and approval of the final budget for the development of the Improvements, but in no event shall Base Rent exceed such amount. The foregoing shall not preclude increases in Base Rent attributable to change orders requested by Tenant pursuant to the Project Work Letter that increase the actual costs for the development of the Improvements set forth in the approved final bid and approved final budget; provided, however, all such changes shall require Landlord's prior written consent, which Landlord may withhold in its reasonable discretion. In no event will Base Rent during the Term be less than the Base Rent for the immediately preceding Lease Year as may be adjusted by the Base Rent Adjustment set forth in Section 4(b) below. Base Rent during the Term shall be increased in accordance with Section 4(b) below.

J. Base Rent Adjustment: The Base Rent set forth above shall be adjusted on each anniversary of the Commencement Date during the Term of this Lease (each an "Adjustment Date"), to reflect the increase, if any, in the Index (as defined below) over the preceding year. Base Rent due as a result of an increase in the Index over the preceding year shall be calculated in accordance with the terms set forth in this Section. As used herein, the "Index" shall mean the unadjusted Consumer Price Index for all Urban Consumers, All Items (1982-84 = 100) published by the Bureau of Labor Statistics of the United States Department of Labor (the "Index"). The Index for the calendar month immediately preceding the month in which the Adjustment Date falls for the prior Calendar Year shall be the "Base Index Number." The Index for the calendar month immediately preceding the month in which the Adjustment Date falls for the current Calendar Year shall be the "Current Index Number." The Base Rent for the Calendar Year commencing on such Adjustment Date shall be the product obtained from multiplying the Base Rent (annualized) for the year immediately preceding the

Adjustment Date by the lesser of (x) three percent (3%), and (y) the fraction (expressed as a percentage) whose numerator is equal to the Current Index Number and whose denominator is equal to the Base Index Number; provided that in no event will Base Rent for such Lease Year be less than the Base Rent for the Lease Year immediately preceding the Adjustment Date. If the Index is not in existence at the time the determination is to be made, the parties shall use such equivalent price index as is published by a successor government agency in lieu of the Index; or, if no such price index is published, then the parties shall use a mutually acceptable equivalent price index as is published by a non-governmental agency.

K. Tenant Improvement Allowance: Landlord shall provide Tenant with a tenant improvement allowance of Seventy-Five and 00/100ths Dollars (\$75.00) per usable square foot of the Premises (the "**Improvement Allowance**") to be used for the Leasehold Work (as defined in the Ground Lease); which Improvement Allowance shall be calculated based on the actual usable square footage of the Premises as of the Commencement Date. In addition to the Improvement Allowance, Landlord has agreed to provide Tenant with an additional allowance (the "**TI Overage Amount**") in an amount equal to Tenant's Expenses (as defined in the Ground Lease) in connection with the Leasehold Work, as more particularly set forth in Section 4(e) below. Prior to commencement of the Leasehold Work, Landlord and Tenant shall execute a Tenant Improvement Authorization, the form of which is attached hereto as Exhibit D (the "**Tenant Improvement Authorization**"), setting forth the cost of the Leasehold Work (including the amount of Tenant's Expenses).

L. Supplemental Rent. Two Million Two Hundred Twenty-Five Thousand and 00/100 Dollars (\$2,225,000.00) per year ("**Supplemental Rent**") during the Supplemental Rent Term, as more particularly set forth in Section 4(e) below. The foregoing Supplemental Rent amount is subject to adjustment upon receipt and acceptance of final bids and approval of the final budget for the construction of the tenant improvements for the Premises, but in no event will the monthly Supplemental Rent exceed such amount.

M. Lease Year: Each period of twelve (12) consecutive months within the Term. The first Lease Year shall commence on the Commencement Date. If the Commencement Date is the first day of a calendar month, then the first Lease Year shall end on the day immediately preceding the day which is the first anniversary of the Commencement Date. If the Commencement Date is not the first day of a calendar month, then the first Lease Year shall end on the last day of the month in which the first anniversary of the Commencement Date occurs. The second Lease Year shall commence on the day immediately following the last day of the first Lease Year and each subsequent Lease Year shall commence on the anniversary of the first day of the second Lease Year.

N. Security Deposit: None.

O. Calendar Year: Each twelve (12) month period during the Term of this Lease commencing on January 1 and ending on December 31.

P. Notices: All notices, requests, demands and other communications hereunder shall be given in writing and shall be: (a) personally delivered; (b) sent by telecopier, facsimile transmission or other electronic means of transmitting written documents with a copy to follow by overnight courier; or (c) sent to the Parties at their respective addresses indicated herein by registered or certified U.S. mail, return receipt requested and postage prepaid, or by a nationally recognized private overnight mail courier service (such as Federal Express) to the following addresses:

If to Tenant:

Presence Saint Joseph Hospital – Chicago
Hospital Administration
2900 North Lake Shore Drive
Chicago, IL 60657

with copies to:

Presence Health
Office of Legal Affairs
7435 West Talcott Avenue
Suite 461
Chicago, Illinois 60631
Attention: Chief Legal Officer

Presence Health
Facilities Management
2380 East Dempster Street
Des Plaines, IL 60016
Attention: System Vice President Facilities Management

If to Landlord:

Hammes Partners Saint Joseph ACC, LLC
18000 West Sarah Lane, Suite 250
Brookfield, WI 53045
Attention: Todd W. Kibler, Secretary

with a copy to:

Hammes Company
18000 West Sarah Lane, Suite 250
Brookfield, WI 53045
Attention: Legal Department

If personally delivered, such communication shall be deemed delivered upon actual receipt; if sent by overnight courier, such communication shall be deemed delivered upon receipt; and if sent by U.S. mail, such communication shall be deemed delivered as of the date of delivery indicated on the receipt issued by the relevant postal service, or, if the addressee fails or refuses to accept delivery, as of the date of such failure or refusal. Any party to this Lease may change its address for the purposes hereof by giving notice thereof in accordance with this Section I.O.

Q. Broker: None.

R. Guarantor(s): None.

S. Rent Payment Address: 18000 West Sarah Lane, Suite 250, Brookfield, WI 53045.

T. Parking. Landlord and Tenant acknowledge and agree that pursuant to the Ground Lease, Tenant, in its capacity as Ground Lessor, has granted to Landlord, in its capacity as Ground Lessee, the right to use certain surface parking spaces and that certain parking garage located on the Tenant's adjacent hospital campus (the "**Hospital Campus**"), as more particularly depicted on the site plan attached hereto as **Exhibit A-1**. In the event that parking spaces are not available in the Parking Facility, Tenant and its employees, agents, patients, guests and invitees in the Premises shall have the right to use such additional surface parking spaces and the parking garage located on the Hospital Campus, on a non-exclusive basis and to the extent permitted to be used by Landlord under the Ground Lease.

II. LEASE PROVISIONS:

1. **PREMISES.** Subject to and upon the terms, provisions and conditions set forth in this Lease, and in consideration of the duties, covenants and obligations of each other under this Lease, Landlord leases to Tenant, and Tenant leases from Landlord, the Premises. Tenant acknowledges that no representations as to the condition or repair of the Premises, or promises to alter, remodel or improve the Premises have been made by Landlord, unless such are expressly set forth in this Lease or the Ground Lease. Tenant further acknowledges receipt of a true and correct copy of the Ground Lease prior to its execution of this Lease. This Lease and all of Tenant's rights hereunder shall be and remain subject and subordinate to the Ground Lease. Tenant agrees to abide by the terms and conditions of the Ground Lease to the extent such terms and conditions are applicable to Tenant's obligations under this Lease. No term or provision of this Lease which is inconsistent with any term or provision of the Ground Lease shall be binding upon or enforceable against Ground Lessor. The provisions of the Ground Lease are imposed upon Tenant explicitly for the benefit of Ground Lessor, as a third party beneficiary. Ground Lessor may enforce the terms of the Ground Lease directly against Tenant, and Ground Lessor's rights in the event of a breach of the terms of the Ground Lease by Tenant include the right to terminate this Lease, to seek preliminary, temporary and permanent injunctive relief and to pursue other legal and/or equitable remedies as a result of such breach; provided, however, that Ground Lessor shall, at all times, be required to comply with the terms and conditions of this Lease in the exercise of Ground Lessor's third party beneficiary rights. Furthermore, if the Ground Lease shall terminate or be terminated for any reason, then Tenant agrees, at the election and upon demand of any owner of the Premises, or of the holder of any mortgage in possession of the Premises or the Building, or of any lessee under any other ground or underlying lease covering premises which includes the Premises, to attorn, from time to time, to any such owner, holder, or lessee, upon the then executory terms and conditions of this Lease, for the remainder of the Term originally demised in this Lease, provided that such owner, holder, or lessee, as the case may be, shall not disturb Tenant's use and quiet enjoyment of the Premises and shall be obligated to assume and perform all of Landlord's obligations hereunder. The provisions of this Section shall inure to the benefit of any such owner, holder, or lessee, shall apply notwithstanding that, as a matter of law, this Lease may terminate upon the termination of any such ground or underlying lease, shall be self-operative upon any such demand, and no further instrument shall be required to give effect to said provisions. Tenant, however, upon demand of any such owner, holder, or lessee, agrees to execute, from time to time, instruments in conformation of the foregoing provisions of this Section, satisfactory to any such owner, holder, or lessee, acknowledging such non-disturbance and attornment and setting forth the terms and conditions of its tenancy, which instruments shall be in a form reasonably acceptable to Tenant. Nothing contained in this Section shall be construed to impair any right otherwise exercisable by any such owner, holder, or lessee.

2. **TERM.**

(a) The Term shall commence on the Commencement Date and terminate at midnight on the Expiration Date, unless sooner terminated or extended as provided herein. Upon delivery of the Premises, Landlord and Tenant shall execute and deliver to Landlord the Commencement Date Agreement, the form of which is attached to this Lease as **Exhibit E**, which shall set forth Tenant's acceptance of delivery of the Premises and the Commencement Date of this Lease.

(b) Tenant shall have the right, subject to the provisions hereinafter provided, to renew the Term for two (2) periods of ten (10) years each (the first such 10-year period is sometimes hereinafter referred to as the "First Renewal Term;" the second such 10-year period is sometimes hereinafter referred to as the "Second Renewal Term;" and the First Renewal Term and the Second Renewal Term are sometimes collectively hereinafter referred to as the "Renewal Terms" and individually as a "Renewal Term"), on the terms and provisions of this Section 2(c), provided:

(1) That such Renewal Terms shall be upon the same terms, covenants and conditions as provided in this Lease; provided, however, the annual Base Rent for the Renewal

Terms shall be at ninety-five percent (95%) of the then current "fair market value" of the annual Base Rent rate, as determined by agreement between Landlord and Tenant, or, if Landlord and Tenant fail to so agree within thirty (30) days after the date Tenant exercises its right to renew the Lease, by the appraisal procedure set forth in Section 31 below. Upon determination of the Base Rent rate for each exercised Renewal Term, the parties shall execute an amendment to this Lease to establish and evidence such Base Rent rate; and

(2) That Tenant shall exercise its right to the applicable Renewal Term provided herein, if at all, by notifying Landlord in writing of its election to exercise the right to renew the Term at least two hundred seventy (270) days prior to the expiration of the initial Term or First Renewal Term, as the case may be.

3. **CONSTRUCTION OF BUILDING AND TENANT IMPROVEMENTS.**

(a) Pursuant to the Project Work Letter, Landlord has agreed to construct the Building and the Premises.

(b) As more particularly set forth in the Project Work Letter, prior to Substantial Completion (as defined in the Project Work Letter) of the Improvements, Landlord shall cause the Building and the Premises to be measured in accordance with BOMA Standards (as hereinafter defined) to determine the actual usable square footage of the Building and the Premises, and the rentable square footage of the Building and the Premises shall be calculated by multiplying the actual usable square footage by the "core factor" for the Building, as determined by Landlord using sound management practices. Tenant shall have the right to confirm the measurement of the actual usable square footage. Upon delivery of the Premises, Landlord and Tenant shall execute and deliver to Landlord the Commencement Date Agreement, the form of which is attached to this Lease as **Exhibit E**, setting forth, among other things, the actual rentable and usable square footage of the Premises, Tenant's Proportionate Share, and all sums calculated based upon the rentable square footage of the Building and/or the Premises. The usable square footage of the Building and the Premises shall be determined substantially in accordance with methods of measuring "occupant area," "base building circulation," and "floor and building service and amenity areas" as described in the Standard Method for Measuring Floor Area in Office Buildings, ANSI Z65.1-2010, as promulgated by the Building Owners and Managers Association International (the "**BOMA Standards**"), it being understood and agreed that such BOMA Standards are not capable of being strictly applied or adapted to the actual configuration, design and intended use of the Building and the Premises, but that Landlord shall use sound management practices in applying the BOMA standards to such configuration, design and intended uses. Accordingly, all references to "usable square footage" in this Lease shall generally mean "occupant area," "base building circulation," and "floor and building service and amenity areas" as such terms or derivations of such terms are generally used in the BOMA Standards. The usable square footage of any future space added to the Premises or the Building shall also be measured and determined substantially in accordance with the BOMA Standards, and the rentable square footage shall be calculated by multiplying the actual usable square footage by the core factor for the Building, as determined by Landlord using sound management practices.

4. **RENT.** Tenant agrees to pay Rent (as defined in Section 4(f) below) to Landlord as follows:

(a) **Base Rent.** Base Rent (the initial amount of which is set forth in the Lease Summary) shall be payable in equal monthly installments, in advance. The first payment of Base Rent shall be due on the Commencement Date, and the second and subsequent monthly payments shall be made on the first (1st) day of each and every calendar month thereafter. If the Term begins on a date other than on the first (1st) day of the month or ends other than on the last day of a month, Base Rent for any such month shall be prorated on a daily basis (at the rate of 1/365th of the annual Base Rent) for each day the

Term of this Lease is in effect for such month.

(b) Increases in Base Rent. Base Rent shall be increased annually on the first and each subsequent anniversary of the Commencement Date (the "**Base Rent Adjustment Date**") to equal the product of: (i) the Base Rent in effect for the immediately preceding twelve (12) month period multiplied by (ii) the "**Base Rent Adjustment**" amount set forth in the Lease Summary. However, in no event shall Base Rent be decreased below the Base Rent in effect for the immediately preceding twelve (12) month period. In the event that the Base Rent Adjustment Date occurs on a date other than on the first (1st) day of the month, the Base Rent Adjustment Date shall be deemed to be the first (1st) day of the month in which the Commencement Date falls and the Base Rent, as adjusted, shall be effective as of such date.

(c) Operating Costs. Tenant shall pay to Landlord for each Calendar Year, or any portion thereof, during the Term of this Lease, as the same may be extended or renewed from time to time, as Additional Rent, its Proportionate Share of Operating Costs (as such terms are hereinafter defined). As used in this Lease, the term "**Operating Costs**" shall mean all operating expenses of any kind or nature with respect to the ownership, operation, management, maintenance and repair of the Building (as it may be configured from time to time) and the Land, and includes:

(1) costs of all real estate, personal property, margin, ad valorem taxes, and any other levies, charges, impact fees and local improvement rates and assessments whatsoever assessed or charged against the Building, the Land, the equipment and improvements contained therein or thereon, or on or in any part thereof, by any lawful taxing authority (collectively, "**Taxes**"), including all costs associated with the appeal of any assessment on Taxes; provided, however, Tenant shall have no obligation to pay net income, capital stock, margin or corporate franchise taxes of Landlord; and, provided, further, Taxes shall not include (a) any inheritance, estate, succession, transfer, gift, franchise or capital stock tax; (b) penalties or interest which may be imposed upon Landlord for Landlord's delinquent payment of Taxes unless Tenant fails to timely pay Tenant's Proportionate Share of Taxes; (c) any tax levied on the purchaser and/or seller of any interest in all or any portion of the Building, including, but not limited to, transfer taxes or sales taxes; or (d) any tax which is levied upon any transfer or sale of any interest in any entity which owns the Building. For purposes of determining Taxes for any given Calendar Year, the amount to be included for such Calendar Year (x) as to special assessments which may be paid in installments shall be the amount of the installments due and payable for the Calendar Year in which such Taxes were accrued, assessed or levied, calculated on the basis of deferring payment over the maximum number of installments permitted by law, and (y) as to all other Taxes, shall be the amount of such Taxes due and payable for the Calendar Year in which such Taxes were accrued, assessed or levied. Tenant's Proportionate Share of refunds received by Landlord of Taxes for tax years paid during the Term, no matter when such refund is received, whether before or after termination or expiration of this Lease, shall be remitted to Tenant within sixty (60) days of receipt. Notwithstanding the foregoing, it is contemplated by the parties that Taxes for the Premises will be separately assessed from the balance of the Building. For any Calendar Year in which Taxes for the Premises are so separately assessed, (i) Tenant shall pay such Taxes directly to the taxing authority without abatement, deduction or offset and before any fine, penalty, interest or cost may be added thereto for non-payment thereof, (ii) Taxes shall not be included in Operating Costs, and (iii) Tenant shall have the right to contest Taxes at Tenant's sole discretion, provided that Tenant first notifies Landlord in writing and provides Landlord with such assurances as Landlord may reasonably request. Tenant may, at Tenant's election, utilize the permitted installment method, but shall pay each installment with any interest before delinquency and before any fine, interest, or penalty shall become due or be imposed by operation of law for their nonpayment. All payments of Taxes, including permitted installment payments, shall be prorated for the initial Lease year and for the

year in which the Lease terminates. Tenant shall furnish Landlord with official receipts (or if receipts are not available, with copies of cancelled checks evidencing payment with receipts to follow promptly after they become available) issued by the appropriate governmental authority showing payment of real and personal property taxes and other assessments and impositions that it is required by the terms of this Lease to pay directly to the taxing or assessing authority prior to the applicable delinquency date therefor, and Tenant shall deliver to Landlord evidence of the timely payment by Tenant of such Taxes on or prior to thirty (30) days prior to the date such Taxes are due and payable. Tenant may, at its expense, retain a tax service to notify Landlord whether the taxes have been paid, and notice from said tax service shall satisfy this provision. If Tenant fails to furnish such receipts or other proof within fifteen (15) days after Landlord's request therefor, and Landlord has received no other evidence satisfactory to Landlord that Tenant has paid the Taxes as provided for herein, Landlord shall have the right, but not the obligation, to make such payment on behalf of Tenant, and in such event Tenant shall reimburse Landlord for such payment upon demand, with interest at the Applicable Rate (as defined in Section 4(f) below), accruing on such payment from the date the same was due and payable to Landlord until the date such payment is received by Landlord;

(2) costs of building supplies;

(3) costs incurred in connection with all energy sources for the Building, such as propane, butane, natural gas, steam, electricity, solar energy, and fuel oil, and the costs of all water, sewer, and any other utilities used in the maintenance, operation, use and occupancy and administration of the Building (including all rentable space in the Building) and the common areas, excepting, however, any such utilities separately metered or separately sub metered to Tenant or any other tenant of the Building (collectively, "Utilities");

(4) costs of janitorial and contracted services, general maintenance and repair of the Building complex, including the heating and air conditioning systems, fire and safety systems, the security system, elevator, and structural components of the Building;

(5) costs of landscaping, maintenance, repair, and striping of all parking areas used by tenants of the Building;

(6) costs of insurance, including fire and extended coverage and public liability insurance and any rental insurance and all risk insurance, but Tenant will have no interest in such insurance or the proceeds of such insurance, and any deductible paid by Landlord to the extent such deductible does not exceed Fifty Thousand and 00/100 Dollars (\$50,000.00) (collectively, "Insurance");

(7) labor costs incurred in the operation and maintenance of the Building complex including wages and other payments, including, without limitation costs to Landlord for workmen's compensation and disability insurance, payroll taxes, property management fees, salaries for on-site management personnel, fringe benefits and related costs;

(8) costs incurred by Landlord in making capital improvements or other modifications to the Building or any part of the Building complex that reduce Operating Costs or that are required under any governmental laws, regulations, or ordinances which were not applicable to the Building at the time it was constructed. These costs will be amortized over the useful life of such improvements or modifications, as determined by Landlord using sound management and accounting practices applied on a consistent basis; however, in the case of capital improvements or modifications intended to reduce Operating Costs, the annual amortization amount will not exceed the reduction in Operating Costs as projected by

Landlord's accountant for the relevant year, and the amortization schedule will be extended accordingly, if necessary. Interest on the unamortized costs of any such improvements or modifications (at the prevailing construction loan rate available to Landlord on the date such costs were incurred) shall not be included in Operating Costs;

(9) payments due under the Ground Lease, including, without limitation, ground rent and charges, costs and expenses arising under the Permitted Encumbrances (as defined in the Ground Lease);

(10) dues, assessments, expenses, fees, premiums and other charges arising under the Declaration or any future condominium declaration; and

(11) expenses, costs and disbursements of any kind and nature whatsoever incurred by Landlord in connection with the management, maintenance, operation and repair of the Building (as it may be configured from time to time) or the Land or any improvements situated on the Land.

Notwithstanding the foregoing, the following shall not be included in Operating Costs: (1) the cost of capital improvements, including, without limitation, all capital costs of construction of the Building, tenant build-outs and any other initial improvements regardless of when incurred and any other costs that would be required to be capitalized, except as expressly permitted to be included pursuant to any other provision of the definition of Operating Costs; (2) costs of repairing or restoring any portion of the Building damaged by a casualty except to the extent that such costs constitute operating expenses (as opposed to capital expenditures) and do not exceed the amount of the deductible under the policy of casualty insurance maintained (or required to be maintained) by Landlord, to the extent such deductible does not exceed the cap described in Section 4(c)(6) above; (3) costs of repairs, alterations or replacements required as a result of the exercise of any right of eminent domain or conveyance in lieu thereof, except to the extent that such costs constitute operating expenses (as opposed to capital expenditures) and are not part of the condemnation award payable to Landlord with respect thereto; (4) expenses incurred in leasing or procuring tenants, including, without limitation, legal and other professional fees, relocation and build-out allowances and expenses, and expenses incurred by Landlord with respect to space located in another building of any kind or nature in connection with the leasing of space in the Building; (5) leasing commissions; (6) advertising expenses; (7) expenses for improvements to, or alterations of, space leased to or available for lease to any tenant or the cost of any work furnished by Landlord as a pre-condition of or as an inducement for a tenant to lease, renew or reserve space in the Building; (8) court costs and legal expenses incident to enforcement by Landlord of the terms of any lease, including defense against any suit, claim or dispute with respect thereto; (9) interest, points and fees on debt or amortization on or for any mortgage encumbering the Building, or any part thereof, and all principal, escrow deposits and other sums paid on or in respect to any indebtedness (whether or not secured by a mortgage) and on any equity participations of any lender or ground lessor, and all costs incurred in connection with any financing, refinancing or syndication of the Building, or any part thereof; (10) costs incurred in connection with or directly related to the initial construction of the Building or any component thereof; (11) any charges to be paid by Tenant pursuant to another provision of this Lease (but this exclusion shall not obviate Tenant's obligation to pay such charges pursuant to such provisions of this Lease); (12) costs to the extent reimbursed by third parties, other than Operating Costs and similar contributions shared by other tenants of the Building in accordance with the terms of their leases; (13) costs to correct original or latent defects in the design, construction or equipment of the Building or any component thereof first appearing within one (1) year after the Substantial Completion thereof (it being understood that Landlord shall remedy any original or latent defects in the design, construction or equipment of the Common Area occurring after the date one (1) year following the Commencement Date and shall be permitted to include the costs thereof in Operating Costs only to the extent permitted by this Section); (14) costs for services or other benefits of

a type that are not provided Tenant, but which are provided to other tenants or occupants of the Building; (15) any expense incurred as a result of Landlord's violation of or failure to comply with any existing governmental rules or regulations or any court order, decree or judgment (but this exclusion shall not preclude Landlord from seeking payment from Tenant pursuant to any right or remedy granted to Landlord in this Lease if such expense is attributable to any act or omission of Tenant); (16) wages, salaries and other compensation paid to Landlord's employees to the extent their duties are not connected with the operation and maintenance of the Building; (17) payments for services, supplies or other materials to the extent that the costs of such services, supplies, or materials exceed the costs that would have been paid had the services, supplies or materials been provided by parties unaffiliated with the Landlord on a competitive basis; (18) reserves for anticipated future expenses, except for any reserves that may be required to be paid under the Declaration; (19) depreciation or amortization of the cost of any improvements except as specifically set forth in this Lease; (20) any compensation paid to clerks, attendants or other persons in commercial concessions operated by or on behalf of Landlord; (21) costs of the construction and installation of signs in or on the Building identifying the owner of the Building or any tenant of the Building (other than with respect to building directories in the lobby and directional signs for tenants on multi-tenant floors); (22) cost incurred by Landlord in removing or remediating any Hazardous Substances (as hereinafter defined) placed on, under or above the Land or in the Building as of the date hercof (except to the extent that removal or remediation of such Hazardous Substances are Ground Lessor's responsibility under the Ground Lease), or thereafter placed on, under or above the Landlord or the Building; (23) political contributions and any charitable contributions; (24) fines, interest, charges, penalties, damages and other costs incurred by Landlord by reason of any default (or claim of default) or late payment by it under any lease or other contract or instrument (regardless of whether or not the payment itself is allowed to be included in Operating Costs), including, without limitation, any legal and other professional fees paid or incurred in connection therewith; (25) except for damage to the Building (which is subject to clause (2) above), damages or other costs for or in connection with bodily injury, personal injury or property damage (except to the extent of any deductible paid by Landlord under its insurance policies to the extent the same does not exceed the cap set forth in Section 4(c)(6) above); (26) costs of repairs and maintenance required as a result of any gross negligence or intentionally wrongful act of or default by Landlord or any of its agents or employees under this Lease or any other lease in the Building, except to the extent such cost would otherwise be entitled to be included in Operating Costs under this Section; (27) the overtime premium of the costs relating to overtime work performed by or on behalf of Landlord to cure a default of Landlord under this Lease or any other lease or occupancy agreement related to space in the Building; (28) costs relating to the overtime usage of utilities related to HVAC, chilled or condenser water or electricity or other overtime services, in each case by Building tenants; (29) title insurance, key man and other life insurance, disability insurance and health, accident and sickness insurance, except only for group or other plans providing reasonable benefits to personas of the grade of property manager and below engaged on a substantially full-time basis in operating and managing the Building; (30) write-offs of bad debt or contributions to reserves for Operating Costs or other costs to be incurred after the applicable Calendar Year, except for reserves required to be paid under the Declaration; (31) costs of acquisition, maintenance and replacement of objects of fine art; (32) costs associated with Landlord's relocation, or attempted relocation, of any tenant in the Building or any management office; (33) expenditures for repairs and maintenance which are covered by insurance, warranties, guaranties or service contracts to the extent of any amount collected by Landlord using commercially reasonable and diligent efforts under such insurance, warranties, guaranties or service contracts (or if Landlord fails to use commercially reasonable and diligent efforts, to the extent of the amount that should have been collected by Landlord had it exercised commercially reasonable and diligent efforts); (34) reimbursements to tenants for the cost of auditing Operating Costs; (35) fines, interest, charges, penalties, damages, attorneys' fees and other costs incurred by Landlord in connection with any violation of applicable laws by Landlord or any other tenant of the terms and conditions of any lease of space in the Building; (36) rent or other costs for any off-site management office space; (37) costs for candy, cards, flowers and similar items for tenants of the Building; (38) filing, franchise and other fees

for Landlord to maintain or modify its entity status and any ownership accounting or tax preparation expenses; (39) Landlord's general corporate overhead and general administrative overhead; and (40) management or administrative fees other than Tenant's Proportionate Share of a management and administrative fee not to exceed 3.5% of gross revenues.

If the Building is not fully leased and occupied during all or any portion of any Calendar Year, Landlord may, using sound property management principles, adjust all Operating Costs that are variable (which shall include, without limitation, costs and expenses of utilities and janitorial services) and, therefore, increase as leasing and occupancy of the Building increases (the "**Variable Components**"), to equal the amount that would have been paid or incurred by Landlord had the Building been fully leased and occupied during such Calendar Year and the amount so determined shall be deemed to have been Operating Costs for such year (an "**Equitable Adjustment**"). The Equitable Adjustment will not, in any event, result in Landlord receiving from Tenant and other Building tenants in connection with the Variable Components more than one hundred percent (100%) of the cost of the Variable Components. Landlord may incorporate the Equitable Adjustment in its estimates of Operating Expenses.

During December of each year or as soon thereafter as practicable, Landlord shall give Tenant written notice of its estimate of Tenant's Proportionate Share of Operating Costs for the ensuing Calendar Year. On or before the first (1st) day of each month thereafter during such Calendar Year, in addition to Base Rent due hereunder at such time, Tenant shall pay a monthly installment equal to one-twelfth (1/12th) of Tenant's Proportionate Share of Operating Costs as estimated in such notice, if any, for such Calendar Year. If Landlord fails to deliver such statement prior to January 1 of the applicable year, Tenant shall pay one-twelfth (1/12th) of Tenant's Proportionate Share of Operating Costs for the prior year, if any, until such written notice is received. Upon receipt of Landlord's written notice, to the extent the new estimate is greater than the estimates paid to date for such Calendar Year, a lump sum payment shall be made in the next monthly payment to adjust for such differential and thereafter Tenant shall pay one-twelfth (1/12th) of Tenant's Proportionate Share of Operating Costs as set forth in the new estimate. If at any time it appears to Landlord that Tenant's Proportionate Share of Operating Costs payable under this paragraph for the then current Calendar Year will vary from its estimate by more than five percent (5%), Landlord may, by written notice to Tenant, revise its estimate of Tenant's Proportionate Share of Operating Costs for such year, and subsequent payments by Tenant for such year shall be based upon such revised estimate.

Except with respect to Taxes (which, in Landlord's reasonable discretion, may be reconciled independently from other Operating Costs), within ninety (90) days after the end of each Calendar Year during the Term, or as soon thereafter as practicable, Landlord shall furnish to Tenant a written statement ("**Landlord's Statement**") of actual Operating Costs and Tenant's Proportionate Share of Operating Costs for the previous Calendar Year. A lump sum payment (which payment shall be considered a payment of Rent for all purposes) will be made by Tenant, within thirty (30) days of the delivery of Landlord's Statement, equal to the excess, if any, of the actual amount of Tenant's Proportionate Share of Operating Costs over all amounts paid by Tenant hereunder with respect to Tenant's Proportionate Share of Operating Costs for the preceding Calendar Year. If the amount of Tenant's Proportionate Share of the Operating Costs is less than the estimated amounts paid by Tenant hereunder with respect to Tenant's Proportionate Share of Operating Costs for such Calendar Year, Landlord shall refund the difference within thirty (30) days of the issuance of Landlord's Statement.

Tenant or its representatives shall have the right, by written notice to Landlord, to examine, to copy and to have an audit conducted of all books and records of Landlord pertaining to Operating Costs for such Calendar year: (i) six (6) months after the end of such Calendar Year; or (ii) three (3) months after Tenant's receipt of the Landlord's Statement for such Calendar Year (or such separate statement as may be provided in connection with Landlord's reconciliation of Taxes). Such audit shall be conducted by an auditing firm retained by Tenant, and shall be conducted during normal business hours and at a

location solely designated by Landlord. All expenses of the audit shall be borne by Tenant unless such audit discloses an overstatement of Operating Costs of three percent (3%) or more, in which case Landlord shall promptly reimburse Tenant for the reasonable cost of the audit. If the auditing firm determines that Tenant has made an underpayment, Tenant shall reimburse Landlord for the amount of the underpayment within twenty (20) days following such determination. If the auditing firm determines that Tenant has made an overpayment, Landlord shall reimburse Tenant for the amount of the overpayment within twenty (20) days following such determination. In the event Landlord disputes the findings of the audit and Landlord and Tenant are not able to mutually agree to a resolution of such dispute within thirty (30) days, then Landlord and Tenant agree to submit any disputed items to the Audit Professionals (as hereafter defined) for resolution as hereafter provided. Any dispute regarding the results of Tenant's audit shall be settled by a firm of accountants with real estate experience mutually acceptable to Landlord and Tenant (the "Audit Professionals"). If Landlord and Tenant cannot agree on the choice of such Audit Professionals within thirty (30) days, then Landlord and Tenant shall each, within fifteen (15) days thereafter, select one (1) independent firm of Audit Professionals, and such two (2) Audit Professionals firms shall together select a third (3rd) firm of Audit Professionals, which third (3rd) firm shall be the Audit Professionals who shall resolve the dispute. The Audit Professionals shall be entitled to review all records relating to the disputed items. The determination of the Audit Professionals shall be final and binding upon both Landlord and Tenant and the Audit Professionals' expenses shall be borne by the party against whom the decision is rendered; provided, that if more than one item is disputed, the expenses shall be apportioned equitably according to the number of items decided against each party and the amounts involved.

In the event Tenant's Proportionate Share of Operating Costs for the final Calendar Year of the Term is not finally calculated until after the expiration of the Term, then Tenant's obligation to pay the same and Landlord's obligation to refund any Excess Overage shall survive the expiration or termination of this Lease. Tenant's Proportionate Share of Operating Costs for the Calendar Years in which the Term commences and ends, if any, shall be prorated on the basis of the number of days of the Term within each such Calendar Year.

If Landlord selects the accrual accounting method rather than the cash accounting method for operating expense purposes, Operating Costs shall be deemed to have been paid when such expenses have accrued. Landlord shall make such election of accounting method on or before the Commencement Date, and thereafter may not elect to use any other accounting method for operating expense purposes.

(d) Tenant's Proportionate Share. As used herein, Tenant's "**Proportionate Share**" shall mean a fraction, the numerator of which is the gross rentable square footage of the Premises and the denominator of which is the gross rentable square footage contained in the Building, as determined in accordance with Section 3(b) above. Until the Improvements have been Substantially Completed and the gross rentable square footage of the Building and the Premises are determined in accordance with Section 3(b) above, for purposes of determining Tenant's Proportionate Share above, the rentable square footage of the Building set forth in Section I.C. above and the rentable square footage of the Premises set forth in Section I.C. above are hereby deemed to be the rentable square footage of the Building and the rentable square footage of the Premises for all purposes under this Lease. Notwithstanding anything to the contrary contained in this Lease, Landlord shall have the right from time to time to adjust Tenant's Proportionate Share to address or account for special circumstances and situations, including, without limitation, the following: (a) a component of Operating Costs is not used by or should not be allocated to all of the tenants in the Building (for example, a tenant in the Building other than Tenant is tax-exempt and its premises are exempt from real estate taxes; or a tenant in the Building has electricity separately metered to its premises); or (b) situations in which the usable and rentable area of the Building and/or the Premises change and/or the core factor for the Building changes, due to demolition, construction of additions, creation, elimination and sale of condominium units if the Building is

converted to a condominium in the future, and/or the creation, elimination and sale of any parcels that have been, or may be in the future, created pursuant to the Declaration; provided, however, Tenant's adjusted Proportionate Share of Operating Costs for such component of Operating Costs shall not be an amount greater than the amount that Tenant would have paid to Landlord had all of the tenants in the Building used or had allocated to them such component of Operating Costs and the amount that Landlord would have incurred as a result thereof; and further provided that if such adjustment to Tenant's Proportionate Share arises under subsection (b), any determination of the usable and rentable square footages of the Building and the Premises in accordance with the provisions of Section 3(b) above. Furthermore, Landlord shall have the right to re-determine the usable and rentable areas and core factor of the Building and usable and rentable areas of the Premises from time to time to address changes arising from circumstances like the creation, elimination and sale of condominium units if the Building is converted to a condominium in the future, the creation, elimination and sale of any parcels that have been, or may be in the future, created pursuant to the Declaration, a re-measurement of the spaces by Landlord, or some other Building or Premises modification(s), provided that Landlord performs such re-determination in accordance with the provisions of Section 3(b) above. In such event, if the rentable area of the Building and/or the Premises is different than stated in the Commencement Date Agreement, Landlord shall give Tenant written notice of the change and the new number of square feet shall become the rentable area of the Building and/or the Premises, as applicable, for all purposes effective as of the date of such notice.

(e) TI Overage Amount. Landlord shall provide Tenant with the TI Overage Amount on the following terms and conditions:

(1) Upon execution and delivery of this Lease, Landlord and Tenant shall also execute and deliver the Tenant Improvement Authorization, which shall set forth the TI Overage Amount. In no event shall the TI Overage Amount exceed the total amount of the Leasehold Costs less the Improvement Allowance, as set forth in the Tenant Improvement Authorization;

(2) Tenant shall pay to Landlord monthly payments of Supplemental Rent in the amount set forth in Section I.K. of the Summary of Basic Lease Provisions set forth above. The first payment of Supplemental Rent shall be due on October 1, 2015 (the "**Supplemental Rent Commencement Date**"), and the second and subsequent monthly payments shall be made on the first (1st) day of each and every calendar month thereafter during the Supplemental Rent Term. For purposes hereof, the "**Supplemental Rent Term**" shall mean the period commencing on the Supplemental Rent Commencement Date, and continuing through the last day of the calendar month which is two hundred thirty-four (234) months following the Supplemental Rent Commencement Date;

(3) Notwithstanding any provision of this Lease to the contrary, the obligation of Tenant under this Section 4(e) for the payment of the Supplemental Rent, including, without limitation, the obligation to commence paying Supplemental Rent on the Supplemental Rent Commencement Date, shall constitute independent obligations of Tenant and shall be paid and performed by Tenant without abatement, deduction, counterclaim, recoupment, suspension, deferment, diminution, deduction, reduction, defense, delay or setoff whatsoever, including, without limitation, in the event of a casualty, condemnation or any other event or circumstance that results or may result in the loss of use of the Premises;

(5) Upon the occurrence of any Default under this Lease, in addition to all other rights and remedies of Landlord under this Lease, at law or in equity, the unamortized portion of the TI Overage Amount (together with any accrued interest and late charges) shall be immediately due and payable to Landlord, without notice and without demand; and

(6) Upon the expiration or sooner termination of this Lease, the unamortized portion of the TI Overage Amount (including any accrued interest and late charges), together with any and all yield maintenance payments, prepayment premiums or penalties and other fees, costs and charges incurred by Landlord in connection any indebtedness obtained by Landlord to provide the TI Overage Amount, shall be immediately due and payable to Landlord, without notice and without demand.

(f) Late Payments. In the event Tenant fails to pay any installment of Rent or other sums hereunder as and when such installment or other charge is due, Tenant shall pay to Landlord on demand and without regard to any grace or cure period for such payment which may be herein provided, a late charge in an amount equal to five percent (5%) of such installment or other charge overdue in any month to help defray the additional cost to Landlord for processing such late payments and said Rent and other sums due hereunder shall commence to accrue interest at the Applicable Rate (as such term is hereinafter defined) from the date said sums are due and without regard to any grace or cure period for such payment which may be herein provided, until paid in full, and such late charge and interest shall be Additional Rent hereunder and the failure to pay such late charge and/or interest within five (5) days after demand therefore shall be an event of default hereunder. The provision for such late charge and/or interest shall be in addition to all of Landlord's other rights and remedies hereunder or at law and shall not be construed as liquidated damages or as limiting Landlord's remedies in any manner. The term "**Applicable Rate**" shall mean five percent (5%) over the "Prime Rate" as such rate is announced from time to time in the *Wall Street Journal*. Anything herein to the contrary notwithstanding and subject to the conditions and limitations herein contained, if Tenant fails to pay any installment of Rent or other sums due hereunder as and when such installment or other charge is due, then Landlord shall provide written notice to Tenant of such failure, and if Tenant pays such installment or payment within five (5) days after the date Tenant receives Landlord's written notice, then Tenant shall not be required to pay any interest or late payment charge with respect to such amount, and provided further Landlord shall not be required to provide such written notice more than one (1) time in any twelve (12) month period. If, after receiving such notice from Landlord, Tenant fails to make any payment due hereunder within such 5-day period, then Tenant shall pay a late charge and interest with respect to such payment as aforesaid, and if, after Landlord has provided written notice of Tenant's failure to timely make any payment due hereunder one (1) time in any twelve (12) month period, Tenant fails to timely make any further payment due hereunder within such twelve (12) month period, then Landlord shall not be required to provide any written notice to Tenant and Tenant shall pay a late charge and interest with respect to such payment, as aforesaid.

(g) General Rent Provisions. Tenant shall pay all Rent to Landlord at the Rent Payment Address or to such other party or to such other address as Landlord may designate from time to time, without demand and without deduction, set-off or counterclaim, on the first (1st) day of every month during the Term of this Lease. As used herein, the term "**Additional Rent**" shall mean all sums payable by Tenant under this Lease other than Base Rent. Whenever the word "**Rent**" is used in this Lease it shall be deemed to include Base Rent, Supplemental Rent and Additional Rent, unless the context specifically or clearly implies that only the Base Rent is referenced. All remedies available to Landlord pursuant to the terms of this Lease for non-payment of Base Rent shall be applicable for non-payment of Additional Rent.

(h) Net Rent. Except as otherwise expressly provided in this Lease, all obligations of Tenant under this Lease for the payment of Rent and all obligations of Tenant to perform its obligations under this Lease, including, without limitation, the obligation to commence paying Rent on the Commencement Date shall constitute independent obligations of Tenant and shall be paid and performed by Tenant without abatement, deduction, counterclaim, recoupment, suspension, deferment, diminution, deduction, reduction, defense, delay or setoff whatsoever, except as otherwise specifically

set forth herein.

(i) Taxes and Assessments. Tenant shall fully and timely pay all business and other taxes, charges, rates, duties, assessments and license fees levied, rates imposed, charged or assessed against or in respect of the Tenant's occupancy of the Premises or in respect of the personal property, trade fixtures, furniture and facilities of the Tenant or the business or income of the Tenant on and from the Premises, if any, as and when the same shall become due, and to indemnify and hold Landlord harmless from and against all payment of such taxes, charges, rates, duties, assessments and license fees and against all loss, costs, charges and expenses occasioned by or arising from any and all such taxes, rates, duties, assessments and license fees, and to promptly deliver to Landlord for inspection, upon written request of the Landlord, evidence satisfactory to Landlord of any such payments.

5. USE OF PREMISES AND SKYBRIDGE.

(a) Compliance. Tenant agrees to take possession of and occupy the Premises on the Commencement Date. Tenant may cease business operations at the Premises for up to twelve (12) consecutive months (the "Dark Period") upon prior written notice to Landlord. If Tenant fails to resume business operations at the Premises upon expiration of the Dark Period, subject to Force Majeure (as defined in Section 32(o) below), then, provided that Tenant continues to pay all Rent, Supplement Rent and other sums due under this Lease and continues to perform all of its obligations under this Lease, Landlord, as its sole and exclusive remedy, shall be released from the Use Restrictions, other than the Perpetual Use Restrictions (as defined in the Ground Lease).

Subject to the provisions of the Ground Lease, during any period in which Tenant occupies the Premises, Tenant agrees to use and occupy the Premises solely for the Permitted Use as set forth in the Lease Summary; provided, however, Tenant may use or sublease to third parties pursuant to Section 6(a) below up to 2,500 rentable square feet of space on the first floor of the Premises for Ancillary Uses (as defined in the Ground Lease). In addition, Tenant agrees not to commit waste or to suffer or permit waste to be committed in, on or about the Premises, and Tenant agrees to conduct its practice and control its employees, agents and invitees in such a manner as not to create any nuisance or interfere with, damage the property of, annoy or disturb any other tenant or occupant of the Building or Landlord in its operation of the Building. Furthermore, Tenant shall not use or occupy the Premises for any unlawful purpose, and Tenant shall comply with all present and future laws, ordinances (including zoning), regulations, and orders of the United States of America, the State in which the Building is located, and any other public or quasi-public authority having jurisdiction over the Premises.

(b) Licenses and Permits. Tenant shall at its own cost and expense promptly obtain any and all licenses and permits necessary for its medical use and occupancy of the Premises. If, as a result of any change in the governmental laws, ordinances, rules and regulations, the Premises must be altered to lawfully accommodate Tenant's use and occupancy, such alterations shall be made only with the consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed, but the entire cost shall be borne by Tenant; provided, that, the necessity of Landlord's consent shall in no way create any liability against Landlord for failure of Tenant to comply with such laws, ordinances, rules and regulations.

(c) Skybridge. Landlord and Tenant contemplate that the Building will be connected to the Hospital by the Skybridge. If Landlord and Tenant determine that the Skybridge will be constructed, Landlord and Tenant shall reasonably cooperate, negotiate in good faith and enter into the Skybridge Work Letter and the Skybridge Agreement, on terms and conditions mutually acceptable to Landlord and Tenant, governing, among other things, the construction, use, maintenance and operation of the Skybridge. If constructed and for so long as the Skybridge exists and is open and operational, Tenant and its guests, invitees and employees shall have the non-exclusive right of pedestrian ingress and

egress over and across the Skybridge for the purpose of providing access between the third floor of the Building and the Hospital, subject to the terms and conditions of the Skybridge Agreement and to the provisions of Section 15 of this Lease, during the Term.

6. **ASSIGNMENT AND SUBLETTING.**

(a) Assignment or Transfer by Tenant. Except with respect to a Permitted Transferee or a Permitted Sublease, Tenant shall not assign, mortgage or otherwise encumber this Lease or sublet the whole or any part of the Premises, whether voluntarily or by operation of law (collectively, "Assignments"), or permit the use or occupancy of the Premises by anyone other than Tenant or for any use other than the use described in Section 5 hereof, without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, in connection with the Permitted Subleases (as defined and described in the following paragraph), Tenant shall have the right to permit third party physicians and other health care providers to use facilities and other portions of the Premises for the Permitted Use on a non-permanent, part-time basis upon payment of a fair market value fee for such use, and the same shall not constitute an assignment, sublease or other transfer of any interest in this Lease. Any transfer by sale, encumbrance or otherwise of a majority of Tenant's stock (if Tenant is a corporation) or a majority of the partnership interest in Tenant (if Tenant is a partnership) or a majority of the membership interest in Tenant (if Tenant is a limited liability company) shall be deemed an "Assignment" within the meaning of this Lease and subject to the requirements of this Section 6. The consent by Landlord to any Assignment, or Landlord's collection or acceptance of Rent from any such assignee, subtenant or other occupant (collectively "Assignee"), shall not constitute a waiver or release of Tenant of any covenant or obligation contained in this Lease or approval of any Assignment that has not been approved by Landlord in writing. Consent by Landlord in one or more instances to any Assignment shall not be construed to relieve Tenant from the requirement of obtaining Landlord's consent to any future Assignment. In the event of any Assignment permitted under the terms of this Section 6 (including, without limitation, Assignments to Permitted Transferees and the Permitted Subleases), then: (i) Tenant, and any subsequent assignee who in turn enters into an Assignment, shall each remain fully and primarily liable for all of the obligations of Tenant under this Lease (regardless of any subsequent amendment or modification of this Lease and regardless of any further Assignments, all of which are hereby deemed to be consented to by Tenant and subsequent Assignees); and (ii) each assignee must agree in writing to assume the obligations of Tenant under this Lease by agreement satisfactory to Landlord and delivered to Landlord within ten (10) days after the date that the Lease assignment is executed.

Notwithstanding anything to the contrary contained herein, Tenant shall have the right to enter into the following subleases without Landlord's prior written consent: (1) subleases to third parties for up to 2,500 rentable square feet of space in the aggregate on the first floor of the Premises for Ancillary Uses, (2) subleases to physician tenants for up to 5,000 rentable square feet of space in the aggregate within the Premises for the Permitted Use, (iii) any sublease of the portion of the Premises located on the sixth (6th) floor of the Building that will constitute the musculoskeletal clinic to private orthopedic physician groups and other independent specialists providing services primarily offered in the musculoskeletal clinic, such as rheumatologists, podiatrists, sports medicine physicians, and similar services, not to exceed 16,000 rentable square feet of space, (iv) any sublease of the portion of the Premises located on the first (1st) floor of the Building that will constitute the cancer center to private physician groups and other independent specialists providing services primarily offered in the cancer center, such as medical oncologists, surgical oncologists, radiation oncologists, hospice and palliative care physicians and integrative medicine specialists, not to exceed 27,000 rentable square feet of space, (v) any sublease of any portion of the Premises located on the sixth (6th) floor of the Building to physicians or other third party health care providers providing physical therapy and related services as part of (and subject to the provisions regarding) the musculoskeletal clinic described in subsection (iii),

and (vi) any sublease of the portion of the Premises located on the sixth (6th) floor of the Building that will constitute the surgical timeshare suite to private surgical physician groups or other independent specialists providing services primarily offered in the surgery center, not to exceed 1,000 rentable square feet of space (collectively, the "**Permitted Subleases**" and each of the subtenants under the Permitted Subleases are referred to as a "**Permitted Sublessee**"); provided, however, the Permitted Subleases shall at all times be subject to the terms and conditions of this Lease, Tenant shall not expand the areas described in the foregoing subsections (iii) through (vi) in which the Permitted Sublessees will perform or provide services, and the right to enter into Permitted Subleases with Permitted Sublessees shall not apply if Tenant changes the uses of the space described in the foregoing subsections (iii) through (vi).

Further, notwithstanding anything to the contrary herein, Tenant shall have the right to assign this Lease or sublet all or part of the Premises to, and Landlord's consent shall not be required in connection therewith, any of the following (any of which, a "**Permitted Transferee**"): (i) an entity that is the result of the merger of Tenant (or of a successor to Tenant) with another entity; or (ii) an entity that purchases all or substantially all of the assets or all or substantially all of the interests (whether partnership, stock or otherwise) in Tenant (or those of a successor to Tenant); or (iii) an entity that controls, is controlled by, or is under common control with Tenant, provided that the transferee under clause (ii) or clause (iii) assumes Tenant's obligations hereunder with respect to the space subject to the assignment or sublease in a written instrument reasonably acceptable to Landlord. Tenant shall be required to provide Landlord with not less than ten (10) days advance written notice with respect to any proposed assignment or sublease to a Permitted Transferee. Upon request, Tenant shall provide Landlord with such evidence as Landlord may reasonably request to establish that such party is a duly qualified Permitted Transferee or Permitted Sublessee, as the case may be. If requested by Tenant in writing and within ten (10) days of such written request, Landlord shall in writing acknowledge and recognize a duly qualified party as a Permitted Transferee or a Permitted Sublessee, as the case may be. In addition, if requested by Tenant in writing in connection with a sublease to a Permitted Transferee or a Permitted Sublessee, Landlord shall execute and deliver within ten (10) days of such written request such commercially-reasonable recognition agreement as Tenant and/or such Permitted Transferee or Permitted Sublessee may request to ensure that Landlord will continue to recognize and honor the Permitted Transferee's or Permitted Sublessee's rights under its sublease if this Lease were to terminate or expire. Notwithstanding anything herein, in no event shall any such assignment or sublease ever release Tenant from any obligation or liability hereunder.

(b) Other Requirements. If Tenant desires to enter into an Assignment, other than with a Permitted Transferee, Tenant shall give Landlord written notice at least sixty (60) days in advance of the date on which the Assignment is to take effect, such notice to include the terms and conditions of the proposed Assignment, financial information on the proposed Assignee and other information as Landlord may reasonably require relating to the proposed Assignment and Assignee. Tenant shall be responsible for the payment of Landlord's reasonable attorneys' fees incurred in connection with Landlord evaluating any requested Assignment by Tenant, not to exceed Two Thousand and 00/100 Dollars (\$2,000.00), which amount shall be paid within five (5) days after receipt of a billing therefor.

7. MAINTENANCE.

(a) Maintenance by Tenant. Tenant shall maintain the interior of the Premises, and the fixtures and equipment therein (including "specialized" systems, utilities, fixtures, equipment or other improvements located within the Premises and/or elsewhere in the Building) in a clean, safe and sanitary condition and in good condition and repair, and shall suffer no waste or injury thereto; provided, however, to the extent there are structural elements of the Building located within the Premises, Landlord shall be responsible for the maintenance and repair of such structural elements. Upon advance written request (except in the case of an emergency), Landlord shall provide Tenant with

reasonable access to those "specialized" systems located outside the Premises but within the Building to enable Tenant to perform its obligations hereunder. At the expiration of the Term of this Lease, Tenant, at its sole cost and expense, shall surrender the Premises, broom clean, in the same order and condition in which the Premises is in on the Commencement Date, ordinary wear and tear and damage by fire or other casualty (subject to the provisions of Section 16) excepted. For purposes of this Lease, the term "specialized" shall mean other than customary or standard.

(b) Maintenance by Landlord. Landlord shall make such repairs and replacements of the Common Areas, and the structure, roof (including membrane, as well as any gutters and down spouts) and exterior of the Building (including, without limitation, footings, foundation, columns, exterior and load bearing walls, steel frame structure, exterior windows, and floors beneath floor covering) as shall be reasonably necessary to keep the same in a state of good working condition and repair. Furthermore, Landlord shall maintain, repair, and replace all pipes, conduits, wires, cables, vents, laterals, equipment or machinery ancillary to any Building systems or other utilities which service the Premises, but are located outside of the Premises, including, without limitation, (i) mechanical (including HVAC), electrical, plumbing, communications, security and fire/life safety systems serving the Building in general, (ii) elevator systems, and (iii) restrooms serving the Premises. Landlord shall also repair and/or replace any latent defects in its construction and installation of the Improvements. In the event that any such repairs or replacements are required due to the negligent or intentional acts of Tenant or its agents, employees, subtenants, patients or invitees, Tenant shall reimburse Landlord, on demand, for Landlord's costs and expenses incurred in making such repairs and replacements. In the event that Landlord installs any "specialized" systems, utilities, fixtures (including, without limitation, sinks and toilets), equipment or other improvements that: (i) service only the Premises or are installed solely for Tenant's benefit and use, and (ii) are located outside the Premises, Landlord shall maintain, repair, and replace such "specialized" systems, utilities, fixtures, equipment or other improvements and Tenant shall reimburse Landlord for Landlord's costs and expenses incurred to perform such maintenance, repairs and/or replacements in accordance with the procedures set forth in Section 13 below. Notwithstanding the foregoing repair obligations, Landlord shall have no liability for damage or injury to persons or property as a result of its failure to make any such repairs or replacements unless within a reasonable time after receiving written notification from Tenant of the need therefore, Landlord fails to make such repairs or replacements, and such failure was not due to any cause beyond Landlord's control, including, without limitation, the acts of Tenant, strikes, or inability to obtain materials or equipment.

In the event of any failure by Landlord in the performance of its repair and maintenance obligations contained in this Section 7(b) and provided Tenant shall have so notified in writing Landlord and any party of whom Tenant has been given prior written notice by Landlord as having a recorded mortgage or other lien against the Building as specifically required by this Lease, and in the event such failure remains uncured for more than thirty (30) days after Landlord (and such other party, if necessary) received such written notice, or in the event such failure is of such a nature that it cannot reasonably be cured within such 30-day period but Landlord or such other notified party has not commenced to cure such failure, Tenant may perform such repair or maintenance obligation and Landlord shall reimburse Tenant for the reasonable out-of-pocket costs incurred by Tenant for such performance within thirty (30) days from receipt by Landlord of bills and invoices, in reasonable detail, covering all labor and materials expended and used by Tenant in so performing Landlord's obligations, with interest accruing on any unpaid amounts at the Applicable Rate from and after such thirty (30) day period.

8. TENANT ALTERATIONS; LIENS.

(a) Alterations. Tenant shall not make any alterations, decorations, additions or improvements (collectively "Alterations") of a structural nature in or to the Premises or any Alterations to the exterior of the Premises without the prior written consent of Landlord in each instance, which

consent shall not be unreasonably withheld, conditioned or delayed. Tenant shall not be required to obtain Landlord's prior written consent for any other Alterations in or to the Premises which are not of a structural nature or which do not affect the exterior of the Premises. Any Alterations by Tenant which require Landlord's approval shall be performed by a general contractor approved by Landlord and shall comply with all applicable laws. In connection with any Alterations which require Landlord's approval, Tenant agrees to obtain and deliver to Landlord evidence of satisfactory builders risk, worker's compensation and liability insurance coverage maintained by the general contractor and written waivers of mechanic's and materialmen's liens from all contractors, subcontractors, materialmen and laborers to become involved in such work. Landlord's consent to any Alterations which require Landlord's approval shall not be deemed to be an agreement or consent by Landlord to subject Landlord's interest in the Building to any mechanic's or materialmen's lien which may be filed in connection therewith. If any Alteration which requires Landlord's approval is made without the prior written consent of Landlord when required, Landlord may correct or remove the same and Tenant shall be liable for any and all expenses incurred by Landlord in the performance of this work together with interest thereon at the Applicable Rate. With respect to any Alterations which require Landlord's consent hereunder, Landlord shall respond to any request for such consent within thirty (30) days after submission of plans and specification therefor by Tenant to Landlord. In the event that Landlord fails to respond within said thirty (30) day period, then Tenant shall give Landlord written notice of Landlord's failure to respond. If Landlord fails to respond within ten (10) days after Tenant's written notice, then Landlord shall be deemed to have approve such plans and specifications as submitted and to have granted consent to Tenant's request to make such Alteration, and Tenant shall be entitled to commence construction of such Alteration to which such plans and specifications relate, provided that such plans and specifications are in accordance with all applicable laws, all permits and approvals required to be issued by any governmental authority shall have been duly issued, and Tenant shall have otherwise complied with all provisions of this Lease relating to the performance of Alterations. As used herein, the term "respond" shall mean approve or disapprove and, in the case of any disapproval, the reasons therefor.

(b) Removal of Alterations. All Alterations to the Premises shall, at the election of Landlord, remain upon the Premises and be surrendered with the Premises at the expiration of the Term without disturbance, molestation or injury. Landlord may by written notice given, if at all, at the time Landlord approves such Alterations, require any Alterations to be removed at the end of the Term, and if Landlord so requires the removal of such Alterations, Tenant will do so at its sole cost and expense on or prior to the expiration of the Term. If Tenant fails to perform any such removal required as aforesaid (other than Landlord's original improvements of the Premises as described in the Ground Lease), then Landlord may remove the Alterations at Tenant's expense, and Tenant shall reimburse Landlord for the cost of such removal and resulting repairs to the Premises, together with any and all damages that Landlord sustains by reason of the failure of Tenant to remove the Alterations on a timely basis.

(c) Mechanic's and Other Liens. Tenant shall have no authority, express or implied, to create or place any lien or encumbrance of any kind or nature whatsoever, including, without limitation, any construction, mechanic's and materialmen's liens, upon, or in any manner to bind, the interest of Landlord in the Premises, the Building or the Land or to charge the Rent payable hereunder for any claim in favor of any person dealing with Tenant, including those who may furnish materials or perform labor for any Alterations, repairs or other work on the Premises, and each such claim shall affect and each such lien shall attach to, if at all, only the leasehold interest granted to Tenant by this Lease. Tenant covenants and agrees that it will pay or cause to be paid all sums due and payable by it on account of any labor performed or materials furnished in connection with any Alterations or other work performed on the Premises on which any lien is or can be validly and legally asserted against its leasehold interest in the Premises or the improvements thereon and that it will save and hold Landlord harmless from and against any and all loss, liability, cost or expense (including, without limitation, attorneys' fees) based on or arising out of asserted claims or liens against the leasehold estate or against the right, title and interest of the Landlord in the Premises, the Building or the Land or under the terms

of this Lease. Tenant will not permit any mechanic's lien or materialmen's liens or any other liens which may be imposed by law affecting Landlord's or Mortgagees' interest in the Premises, the Building or the Land to be placed upon the Premises, the Building or the Land arising out of any action or claimed action by Tenant, and in case of the filing of any such lien Tenant shall discharge or bond or insure over such lien within thirty (30) days after such filing. If any such lien shall remain in force and effect for thirty (30) days after written notice thereof from Landlord to Tenant, Landlord shall have the right and privilege of paying and discharging the same or any portion thereof without inquiry as to the validity thereof, and any amounts so paid, including expenses and interest, shall be so much Additional Rent hereunder due from Tenant to Landlord and shall be paid to Landlord immediately on rendition of the bill therefore. Notwithstanding the foregoing, Tenant shall have the right to contest any such lien in good faith and with all due diligence so long as any such contest, or action taken in connection therewith, protects the interest of Landlord and Landlord's Mortgagee (as defined in Section 21), the Building and the Land, and Landlord and any such mortgagee are, by the expiration of said ten (10) day period, furnished such protection, and indemnification against any loss, liability, cost or expense related to any such lien and the contest thereof as are satisfactory to Landlord and Landlord's Mortgagee.

9. **SIGNS; FURNISHING.**

(a) **Signs.** No sign, advertisement or notice shall be affixed or otherwise displayed by Tenant on any part of the outside or the inside of the Building except on the directories and entranceways to offices, and then only in such place, number, size, color and style approved by Landlord in writing. Except for the signage provided by Landlord in connection with the initial build-out of the Premises for Tenant, Tenant shall pay for any signs permitted under this provision. If any such prohibited sign, advertisement or notice is nevertheless exhibited by Tenant, Landlord shall have the right to remove the same, and Tenant shall be liable for all expenses incurred by Landlord in this removal. Notwithstanding anything to the contrary contained herein, in the event that Ground Lessor elects to not exercise its rights under the Ground Lease to name the Building and place exterior wall signage on the Building, then, subject to the terms and conditions of the Ground Lease, written approval by Ground Lessor and approval by the City of Chicago, Illinois, Tenant shall have the right to utilize a reasonable portion of the exterior wall of the Building for signage identifying the Building as "The Presence Center for Advanced Care" (the "**Exterior Wall Signage**"). All costs and expenses relating to Exterior Wall Signage shall be the sole responsibility of the Tenant, including, without limitation, all costs and expenses to manufacture, install, operate, maintain, repair, replace and remove the Exterior Wall Signage. Tenant shall not change, modify or alter the Exterior Wall Signage without the prior written consent of Landlord, Ground Lessor, and the City of Chicago. Upon the occurrence of any of the following events: (a) expiration or earlier termination of the Lease; or (b) Tenant vacating or abandoning the Premises, then Tenant, at its sole cost and expense, shall be solely responsible and shall promptly remove the Exterior Wall Signage and restore the exterior of the Building to its original condition. In the event that Tenant fails to remove the Exterior Wall Signage and restore the exterior of the Building to its original condition within ten (10) days after the occurrence of any of the foregoing events, in addition to any other rights and remedies available to Landlord under this Lease, Landlord shall have the right, without further notice to Tenant, to remove the Exterior Wall Signage and restore the exterior of the Building at Tenant's sole cost and expense.

(b) **Removal of Tenant Property.** Tenant and other occupants of the Premises shall have the right to remove, on or before the Expiration Date, all trade fixtures, equipment and other personal property of such parties located in the Building (collectively "**Tenant Property**"). Tenant shall be responsible for repairing any damage to the Premises resulting from such removal. Landlord may notify Tenant to remove any Tenant Property remaining in the Building subsequent to the Expiration Date, and if Tenant fails to complete such removal within thirty (30) days after Landlord's notice, Landlord may remove the Tenant Property in question at Tenant's expense. Tenant agrees to reimburse Landlord for the cost of such removal and resulting repairs to the Premises within thirty (30) days after Landlord

submits a billing therefore. The foregoing obligations of Tenant shall survive the expiration or earlier termination of this Lease (including, if applicable, any renewal options). Any Tenant Property not so removed shall, at the option of Landlord, become the property of Landlord.

10. **TENANT EQUIPMENT.** Tenant shall not install any equipment of any kind or nature whatsoever that is not compatible with the design and construction of the Building and the Premises and the utility systems serving the Premises, or that will or may necessitate any changes, replacements or additions to, or in the use of, the water, heating, plumbing, air-conditioning, or electrical systems serving the Premises or the Building without the prior written consent of Landlord, which may be conditioned upon, among other things, Tenant's paying for all such work and performing the same in accordance with plans approved by Landlord. Equipment that will cause noise or vibration that may be transmitted to the structure of the Building or to any space therein in such a degree as to be objectionable to Landlord or to any other tenant or occupant shall be installed and maintained by Tenant, at Tenant's expense, on vibration eliminators or other devices sufficient to eliminate such noise and vibration.

11. **INSPECTIONS.** Tenant shall permit Landlord, or its agents or other representatives, to enter the Premises, upon at least twenty-four (24) hours advance notice (which may be oral), except in the event of an emergency, in which case Landlord shall only be required to give such notice as is reasonably practical under the circumstances, and at such times reasonable under the circumstances, and without diminution of the Rent payable by Tenant, to: (i) examine, inspect and protect the Premises and the Building and to make such alterations and/or repairs as in the reasonable judgment of Landlord may be deemed necessary or that are Landlord's obligations under this Lease; or (ii) exhibit the Premises to prospective tenants during the last twelve (12) months of the Term or exhibit the Premises to prospective purchasers and lenders. In the event of any entry, Landlord shall use reasonable efforts to minimize any interference with Tenant's use of the Premises, and following completion of any work performed by Landlord as permitted under this Lease, Landlord shall promptly repair any damage caused by Landlord to the Premises, including, without limitation, the Leasehold Work, and Tenant's fixtures, property and equipment.

12. **INSURANCE.**

(a) **Insurance Rating.** Tenant shall not conduct, or permit to be conducted, any activity, or places any equipment in or about the Premises or the Building, which will in any way increase the rate of casualty insurance or other insurance on the Building. If any increase in the rate of casualty insurance or other insurance is stated by any insurance company or by the applicable Insurance Rating Bureau to be due to any activity or equipment of Tenant in or about the Premises or the Building, such statement shall be conclusive evidence that the increase in such rate is due to such activity or equipment and Tenant shall be liable for such increase as Additional Rent to be paid to Landlord within ten (10) days after Landlord submits a billing therefore.

(b) **Liability Insurance.** Tenant shall procure and maintain throughout the term of this Lease a commercial general liability policy, in form and substance satisfactory to Landlord, at Tenant's sole cost and expense, insuring Tenant (and naming Landlord, and if requested by Landlord, Landlord's leasing agent, the building management company, and the Mortgagee(s) as additional insureds, as their interests may appear) against all claims, demands or actions arising out of or in connection with: (i) the Premises; (ii) the condition of the Premises; (iii) Tenant's operations in and maintenance and use of the Premises; and (iv) Tenant's liability assumed under this Lease. The limits of such policy shall be primary and non-contributory in not less than the following amounts (which amounts may be provided in a combination of commercial general liability policies and/or umbrella or excess policies): (i) One Million and 00/100ths Dollars (\$1,000,000.00) per occurrence; (ii) Three Million and 00/100ths Dollars (\$3,000,000.00) general aggregate per location; (iii) Five Thousand and 00/100ths Dollars (\$5,000.00) medical expense; and (iv) One Hundred Thousand and 00/100ths Dollars (\$100,000.00) fire damage (a/k/a Fire Legal Liability). Such policy shall contain contractual liability coverage and an endorsement

that such policy shall remain in full force and affect notwithstanding that the insured has waived its right of action against any party prior to the occurrence of a loss. Landlord may in its reasonable business discretion increase the required amount of liability insurance set forth herein from time to time to such higher limit customarily maintained in first class office buildings in the area in which the Building is located or to any higher limit required by Landlord's Mortgagee. Such policy shall be procured by Tenant from an insurance company rated at least "A-VIII" by *A.M. Best*. A certificate of such policy, together with receipt evidencing payment of the premium, shall be delivered to Landlord prior to the Commencement Date of this Lease. Such certificate of insurance should identify any deductibles and/or self-insured retentions and whether any prior losses have eroded more than twenty-five percent (25%) of the available limits. Upon written demand by Landlord during the Term, Tenant shall provide Landlord with a copy of such policy, except in those circumstances where Tenant has notified Landlord in writing that it is self-insuring pursuant to the provisions of Section 12(f) below. Not less than ten (10) days prior to the expiration date of such policy, a certificate of insurance of the renewal thereof (bearing notations evidencing the payment of the renewal premium) shall be delivered to Landlord. Such policy, by endorsement or otherwise, shall further provide that not less than ten (10) days written notice shall be given to Landlord before such policy may be canceled, non-renewed or changed to reduce the insurance coverage provided thereby.

(c) Property and Casualty Insurance. Tenant shall carry property insurance with extended coverage and business interruption protection (as well as cause subtenants and other occupants of the Premises to carry such insurance) with an insurance company satisfying the requirements of Subparagraph (b) above in the amount of the full replacement value of all Tenant Property and leasehold improvements made by Tenant, insuring against all loss and damage resulting from fire, all other perils covered by "special perils" coverage. Alternatively, Tenant may provide self-insurance for all or part of such risks with the prior written consent of Landlord.

(d) Release and Waiver of Subrogation. Landlord and Tenant hereby release each other and each other's agents and employees of liability and responsibility, and each waives its entire claim of recovery, for: (i) any loss or damage to the real or personal property (including Tenant Property) of each other covered by insurance (or self-insurance) actually maintained, or required to be maintained under this Lease, by the party granting the release; and (ii) any loss relating to business interruption at the Premises. The foregoing releases shall be applicable even though the loss or damage may have been caused by the negligence of the party hereby released, it being understood that each party shall look solely to its own insurance (or self insurance) in the event of any such loss or damage. Notwithstanding the foregoing release provisions, Landlord and Tenant agree that such releases shall not apply to any loss or damage that results from Landlord or Tenant, as applicable, breaching its maintenance and repair obligations under this Lease. Landlord and Tenant shall cause their respective insurance companies to consent to such releases and to include a waiver of subrogation endorsement in each of their insurance policies.

(e) Blanket and Umbrella Insurance. Tenant may satisfy the limits of liability required herein with a combination of primary and/or excess (or umbrella) policies of insurance that may cover other liabilities and locations, and/or under a blanket policy or policies of insurance, carried and maintained by Tenant or an affiliate of Tenant, provided that such policies comply with all of the provisions hereof (including, without limitation, with respect to the scope of coverage and naming of the required parties as additional insureds).

(f) Self-Insurance. Notwithstanding the foregoing provisions of this Article 12, provided that (i) Tenant is not in default under this Lease, (ii) the same is not prohibited by applicable laws, (iii) Presence' and Saint Joseph's net assets in the aggregate, computed in accordance with GAAP, are equal to or greater than \$200,000,000.00, and (iv) Tenant maintains such net worth thereafter, Tenant shall have the right to comply with and satisfy any or all of its obligations with respect to any and all

property and liability insurance, in lieu of actually obtaining the applicable insurance policy, by notifying Landlord in writing of Tenant's election to be a self-insurer as to the applicable insurance coverage. If Tenant elects to self-insure in accordance with the foregoing, Tenant shall be liable to Landlord for the full equivalent of unconditional and unqualified insurance coverage which would have been available to Landlord if the applicable insurance policy had been obtained by Tenant from a third-party insurer, in full compliance with the provisions of this Article 12, and with a waiver of subrogation in compliance with the provisions of Section 12(d) above, and shall pay on behalf of or indemnify Landlord (as appropriate) all amounts which would have been payable by the hypothetical third-party insurer had Landlord been named as an additional insured under any insurance policy involved.

(g) Landlord's Insurance. Landlord shall maintain the following insurance ("**Landlord's Insurance**"), the premiums of which may be included in Operating Expenses to the extent expressly provided for under this Lease: (1) commercial general liability insurance applicable to the Land, Building and Common Area provided, on an occurrence basis, a minimum combined single limit of at least \$3,000,000.00; and (2) all-risk property insurance on the Building at replacement cost value as reasonably estimated by Landlord, together with such other insurance coverage as Landlord, in its reasonable judgment, may elect to maintain.

13. SERVICES AND UTILITIES. Landlord agrees to furnish Tenant, while occupying the Premises, the following services and utilities: (i) hot and cold water at those points of supply provided for general use of tenants; (ii) customary heat and air conditioning in season at such times as Landlord normally furnishes these services to all tenants of the Building (which shall be furnished, at a minimum, between the hours of 5:00 a.m. to 9:00 p.m. on Monday through Friday, 5:00 a.m. to 6:00 p.m. on Saturday, and 9:00 a.m. to 1:00 p.m. on Sunday, it being understood and agreed by Landlord and Tenant, however, that such hours are not the Building standard hours and that Landlord shall have the right to charge Tenant for any additional services provided at times other than the Building standard hours as described below), and at such temperatures and in such amounts as are in accordance with any applicable statutes, rules or regulations and are considered by Landlord to be standard, such service at other times and on Saturday afternoon, Sunday, and holidays to be provided at the option of Landlord (provided, however, notwithstanding the foregoing, Tenant shall have the right to request and receive heating and air conditioning service at any times during which such services are not customarily provided to all tenants of the Building by providing reasonable prior written request to Landlord for the same, and Landlord hereby reserves the right to charge Tenant for any such optional service requested by Tenant for Landlord's actual costs per hour per floor, which shall include Landlord's utility and personnel costs, as well as reasonable charges for the use of such equipment); (iii) janitor service to the Premises on weekdays other than holidays and such window washing; (iv) elevator service; (v) all Utilities; (vi) access to the Building for Tenant and its employees and invitees 24 hours per day/7 days per week; (vii) fire and life safety systems; and (viii) such other services as Landlord reasonably determines are necessary or appropriate for the Property. Failure to any extent to furnish or any stoppage or interruption of the services defined in this Section 13, resulting from any cause (each, a "**Service Failure**"), shall not render Landlord liable in any respect for damages to any person, property, or business, nor be construed as an eviction of Tenant or work an abatement of Rent, nor relieve Tenant from fulfillment of any covenant or agreement hereof, except as specifically set forth below. Should any equipment or machinery furnished by Landlord cease to function properly, Landlord shall use reasonable diligence to repair the same promptly, but Tenant shall not have claim for rebate of Rent or damages on account of any interruptions in service occasioned thereby or resulting therefrom, except as specifically set forth below. To the extent the same may be separately metered or sub-metered, Landlord shall separately meter or sub-meter all utilities supplied to and/or used by Tenant in the Premises as part of the Leasehold Work, including paying all connection or hook-up charges and fees, any impact fees and tapping fees with respect to Utilities supplied to the Premises.

Notwithstanding anything in this Lease to the contrary, if the whole or a material portion of the Premises are made untenable or unsuitable for the conduct of the Permitted Use for a period of two (2) consecutive days as a result of a Service Failure which is caused by the gross negligence or willful misconduct

of Landlord, then, Rent for the portion of the Premises rendered untenable or unsuitable for the conduct of the Permitted Use shall abate pro rata from and after said second (2nd) consecutive day until the services or Premises are restored to such a condition that the portion of the Premises affected is again rendered tenantable or suitable.

Tenant shall have the right to provide any janitorial services in addition to or in lieu of such services provided by Landlord without Landlord's written consent. Any such services provided by Tenant shall be Tenant's sole risk and responsibility. If Tenant elects to provide janitorial services to the Premises in lieu of such services provided by Landlord, Tenant shall give Landlord thirty (30) days prior written notice of its election to do the same.

To the extent Tenant requests any additional services of Landlord, which may include the costs and expenses incurred in connection with the maintenance, repair and replacement of all lighting fixtures, of whatever type and nature located within the Premises, water heaters, garbage disposals, generators and plumbing fixtures, and all pipes, conduits, wires, cables, vents, laterals, equipment or machinery ancillary or appurtenant thereto which are located within the Premises, Tenant shall be responsible for paying directly to Landlord, within ten (10) days after request, the costs and expenses associated with such additional services. Similarly, to the extent Landlord incurs costs or expenses in connection with services provided pursuant to Section 7(b) above regarding the maintenance, repair, and replacement of any specialized systems, utilities, fixtures, equipment, or other improvements which service only the Premises, or are installed solely for Tenant's benefit and use, Tenant shall be responsible for paying such costs and expenses directly to Landlord within ten (10) days after request.

14. **LIABILITY OF LANDLORD.** Landlord shall not be liable to Tenant or Tenant's agents, employees, subtenants, invitees or any person entering upon the Land in whole or in part because of Tenant's use or occupancy of the Premises for any damage to persons or property due to condition, design, or defect in the Building or its mechanical systems or its security plans or systems which may exist or occur, and Tenant assumes all risks of damage to such persons or property. Furthermore, Landlord shall not be liable or responsible for any loss, damage, compensation or claim, directly or indirectly, arising from the interruption of the Premises, any accident or damage resulting from the use or operation of elevators, or heating, cooling, electrical or plumbing equipment or apparatus, the termination of this Lease by reason of the destruction of the Premises, or any loss or damage to any property or person resulting from fire, explosion, falling plaster or ceiling tile, steam, gas, electricity, water, rain, snow or leaks from any part of the Premises or from the pipes, appliances, plumbing works, roof, street, or subsurface of any floor or ceiling or from any other place or because of dampness or climatic conditions from any other cause of whatsoever kind, or occasioned by theft, act of God, public enemy, criminal activity, injunction, riot, strike, insurrection, war, court order, requisition or order of governmental body or authority, or for any injury or damage or inconvenience, which may arise through repair or alteration of any part of the Building, or failure to make repairs, or from any other cause whatsoever except solely as a result of Landlord's willful acts or gross negligence. Landlord shall not be liable for any damage whatsoever caused by any other persons in or about the Building or the Land, or by an occupant of adjacent property thereto, or by the public, or by the construction of any private, public or quasi-public work. All property of the Tenant kept or stored on the Premises shall be kept or stored at the risk of the Tenant only and the Tenant shall indemnify and hold harmless Landlord in the event of any claims arising out of damages to the same. Landlord shall not be liable or responsible in any way for: (a) any act or omission (including theft, malfeasance or negligence) on the part of any agent, contractor or person from time to time employed by Landlord to perform janitor services or security services, or repairs or maintenance services, in or about the Premises or the Building (provided, however, nothing shall limit Tenant's rights directly against such tortfeasors or independent contractors); or (b) loss or damage, however caused, to money, securities, negotiable instruments, papers or other valuables of the Tenant.

(a) **Tenant Indemnity.** Except as expressly provided in Section 12(d) with respect to insured casualties to the Building, Tenant hereby agrees to indemnify and hold Landlord harmless from

and against any loss, liability, costs and expenses (including, without limitation, court costs and attorney's fees, but excluding consequential, punitive, special, incidental and similar type damages) incurred by or claimed against Landlord, directly or indirectly, as a result of or in any way arising from: (i) any occurrence, accident or injury to persons, death or property damage on the Premises; (ii) Tenant's use or occupancy of the Premises and/or any other portion of the Building; or (iii) any default by Tenant under this Lease or the Tenant's failure to otherwise fail to perform its obligations hereunder. In case the Landlord shall be made a party to any litigation commenced by or against the Tenant, then the Tenant shall protect and hold the Landlord harmless and shall pay all costs, expenses and reasonable attorney's fees incurred or paid by the Landlord in connection with such litigation whether or not such action is contested or prosecuted to judgment. Notwithstanding anything in this Section 14(a) to the contrary, the foregoing indemnity by Tenant shall not apply to any cost, damage, claim, liability or expense occurring as a result of, or in any way arising from, the negligence or willful act or omission of Landlord, its agent or employees to the extent of such negligence or such willful act or omission.

(b) Landlord Indemnity. Subject to Section 12(d), Landlord hereby agrees to indemnify and hold Tenant harmless from and against any loss, liability, costs and expenses (including, without limitation, court costs and attorney's fees, but excluding consequential, punitive, special, incidental and similar type damages) incurred by or claimed against Tenant in connection with the loss of life, personal injury and damage to property arising from or out of any act or failure to act by Landlord. Notwithstanding anything in this 14(b) to the contrary, the foregoing indemnity and duty to defend by Landlord shall not apply to any cost, damage, claim, liability or expense occurring as a result of, or in any way arising from, the uncured breach of this Lease by Tenant or the negligence or willful act or omission of Tenant, its agents or employees to the extent of such negligence or such willful act or omission.

(c) Limitation of Landlord's Liability. Landlord's liability under this Lease shall be limited to Landlord's equity interest in the Building, and any judgments against Landlord shall be satisfied solely out of the proceeds of sale of Landlord's equity interest in the Building. No judgment rendered against Landlord shall give rise to any right of execution or levy against Landlord's other assets. No individual who is Landlord or any member or partner of any joint venture, tenancy in common, firm, partnership or other form of joint ownership that is Landlord, or their heirs, personal representatives, executors, successors and assigns, shall have any personal liability to Tenant, or to any person claiming under or through Tenant, for any amount or in any capacity. Such exculpation of liability shall be absolute and without exception whatsoever. Nothing in this provision, however, shall bar Tenant from seeking and enforcing any equitable remedy of Tenant against Landlord, but any such equitable remedy that can be cured by the expenditure of money may be enforced personally against Landlord only to the extent of Landlord's equity interest in the Building. Upon Landlord's sale or transfer of its interest in the Building in which the Premises is located, Landlord shall be released from all further liability under this Lease accruing subsequent to such sale, provided that the party acquiring such interest in the Building has assumed the obligations of the Landlord under this Lease accruing subsequent to such sale.

15. **RULES AND REGULATIONS.** Tenant shall at all times abide by and observe the Rules and Regulations attached to this Lease as Exhibit F; provided, however, Landlord shall not enforce against Tenant any Rules and Regulations not generally enforced against other tenants, or enforce any Rules and Regulations more stringently against Tenant than against other tenants of the Building in general. In addition, Tenant shall abide by and observe such other rules or regulations of general application to all tenants and occupants of the Building as may be reasonably promulgated from time to time by Landlord, with a copy sent to Tenant, for the responsible operation and maintenance of the Building; provided, however, any such other rules and regulations which are not set forth in this Lease shall not become effective with respect to Tenant until Tenant receives at least thirty (30) days' prior written notice thereof from Landlord. Tenant shall be responsible for the activities of Tenant, its employees and agents, and shall use reasonable efforts to ensure that its patients, guests and

invitees on the Premises comply with the Rules and Regulations.

16. **DAMAGE; CONDEMNATION.**

(a) Damage to the Premises.

(1) If the Premises or the Building of which the Premises is a part are rendered partially or wholly untenantable or inaccessible by fire or other casualty to the Land, Building or Premises (collectively, a "**Casualty**"), then Landlord with reasonable promptness, shall cause a general contractor selected by Landlord to provide Landlord with a written estimate of the amount of time required, using standard working methods, to Substantially Complete the repair and restoration of the Premises and any other portion of the Land and Building necessary to provide access to the Premises ("**Completion Estimate**"). Landlord shall promptly (but in no event later than sixty (60) days after the date of Casualty) forward a copy of the Completion Estimate to Tenant.

(2) If this Lease is not terminated pursuant to Section 16(a)(1), then Landlord shall proceed with all due diligence to repair and restore the Premises or Building, as the case may be.

(3) If this Lease shall be terminated pursuant to this Section 16, the Term of this Lease shall end on the date of such Casualty as if that date had been originally fixed in this Lease for the expiration of the term hereof. If this Lease shall not be terminated by Landlord pursuant to this Section 16 and if the Premises are rendered wholly untenantable, in Landlord's reasonable discretion, following such damage, then Base Rent and Additional Rent shall abate until such time as the Premises have rebuilt or restored. If this Lease shall not be terminated by Landlord pursuant to this Section 16 and if the Premises is rendered partially untenantable, in Tenant's reasonable discretion, following such damage, then Base Rent and Additional Rent payable during the period in which the Premises is partially untenantable shall be abated pro rata (based upon the portion of the Premises which is untenantable).

(4) In no event shall Landlord be required to rebuild, repair or replace any part of partitions, fixtures, additions and other improvements which may have been placed in or about the Premises by Tenant. If this Lease is not terminated pursuant hereto, then, following Landlord's restoration of the Premises, Tenant shall promptly repair and restore any such partitions, fixtures, additions or other improvements that Tenant is required to construct, place or install in, on or about the Premises pursuant hereto.

(5) In the event of any damage or destruction to the Premises or the Building by any peril covered by the provisions of this Section 16, Tenant shall, upon notice from Landlord, remove forthwith, at its sole cost and expense, such portion or all of the property belonging to Tenant or its licensees from such portion or all of the Premises or the Building as Landlord shall request and Tenant hereby indemnifies and holds Landlord harmless from any loss, liability, costs, and expenses, including attorney's fees, arising out of any claim of damage or injury as a result of any alleged failure to properly secure the Premises prior to such removal and/or such removal.

(b) Condemnation.

(1) If the whole or a Substantial Part (as defined below) of the Premises shall be taken or condemned by any governmental or quasi-governmental authority for any public or quasi-public use or purpose (including sale under threat of such taking) (a "**Taking**"), then the

Term of this Lease shall cease and terminate as of the date ("**Vesting Date**") when title to the Premises vests in the condemning authority, and all Rent shall be abated on such termination date. If less than a substantial part of the Premises is subject to a Taking such that this Lease does not terminate, then Rent shall be equitably adjusted (on the basis of the number of square feet of rentable area in the Premises before and after the Taking) on the Vesting Date, and this Lease shall otherwise continue in full force and effect. Tenant waives all rights to make a claim against Landlord or the condemning authority for any portion of the award or other compensation (the "**Award**") for a Taking, including without limitation any Award for the Taking of Tenant's leasehold interest. However, Tenant may seek such separate awards or damages from the condemning authority for moving expenses, loss of Tenant's business goodwill, interruption of or damage to Tenant's business, and taking of fixtures and other equipment installed and owned by Tenant which do not, under the terms of this Lease, become the property of Landlord at the termination of this Lease. Such awards or damages must be made by a condemnation court or other authority, be separate and distinct from any award to Landlord for the Building, and not diminish any Award available to Landlord. For the purposes of this Section 16(b), a "**Substantial Part**" of the Premises shall be considered to have been taken if the remaining portion of the Premises cannot reasonably be used for the Permitted Use as a direct result of such Taking or if any portion of the Property is taken such that there remains no reasonably convenient access to the Premises.

(2) If this Lease is not terminated pursuant to Section 16(b)(1) above, then Landlord, with reasonable diligence, will, subject to the provisions of any mortgage in favor of Landlord's Mortgagee, restore the remaining portion of the Premises or the Land or the Building, as applicable, as nearly as practicable to the condition immediately prior to the Taking; provided, however, that Landlord shall not be required to spend more than it collects as an award. If the amount that Landlord collects as an award is not sufficient to so restore the Premises, Land and/or Building as nearly as practicable to the condition immediately prior to the Taking and Landlord does not elect to add such funds as are necessary to so restore the Premises, Land and/or Building, then Tenant may terminate this Lease upon notice to Landlord. If this Lease is not terminated as provided above and the Taking has a material adverse impact on the Building or the Premises and, for any reason (including Force Majeure), Landlord does not complete its repair and restoration obligations within one hundred eighty (180) days following such Taking, then Tenant shall have the right to terminate this Lease upon not less than thirty (30) days prior written notice to Landlord at any time thereafter but prior to substantial repair or restoration. If there is a Temporary Taking (as defined below) of all or any part of the Premises during the Term, Tenant shall give prompt notice to Landlord; the Term shall not be reduced or affected in any way, but Rent shall be appropriately adjusted to account for any reduction in the rentable square footage of the Premises or the Building for the duration of such Temporary Taking. Tenant shall be entitled to receive any payment or award from the condemning authority for such Temporary Taking. As used herein, a "**Temporary Taking**" means a Taking that lasts for a period of six (6) months or less.

17. ENVIRONMENTAL.

(a) Tenant Actions. Tenant shall not cause or permit any Hazardous Substance (as hereinafter defined) to be used, stored, generated, or disposed of on, in or about the Premises, the Building, or the Land by Tenant, or any of its agents, employees, representatives, contractors, suppliers, customers, subtenants, concessionaires, licensees, or invitees (other than in quantities incidental to the conduct of the Permitted Use and in compliance with Environmental Laws (as defined herein)) unless Tenant shall have received Landlord's prior written consent, which Landlord may withhold or at any time revoke in its sole discretion; provided, however, nothing herein shall be deemed to prevent the use, storage, generation or disposition by Tenant or any of Tenant's vendors, invitees or licensees of any

Hazardous Substances customarily used, stored, generated or disposed of in the ordinary course of the Permitted Use, provided such activities are in accordance with all Environmental Laws. Tenant shall indemnify, defend and hold harmless Landlord from and against any and all claims, damages, fines, judgments, penalties, costs, expenses, liabilities, or losses relating to any violation by Tenant of any Environmental Law (as hereinafter defined) or of this Paragraph 17 (including, without limitation, a decrease in value of the Premises, damages caused by loss or restriction of rentable or usable space, damages caused by adverse impact on marketing of space, and any and all sums paid for settlement of claims, attorneys' fees, consultant fees, and expert fees) incurred by or asserted against Landlord arising during or after the Term of this Lease as a result thereof. This indemnification includes, without limitation, any and all costs incurred because of any investigation of the site or any cleanup, remediation, removal, testing, or restoration mandated or conducted by or on behalf of any federal, state, or local agency or political subdivision. Without limitation of the foregoing, if Tenant causes or permits the presence of any Hazardous Substance on the Premises and that results in any contamination under or violation of Environmental Laws, then Tenant shall promptly, at its sole expense, take any and all necessary or appropriate actions to return the Premises to the condition existing prior to the presence of any such Hazardous Substance. Tenant shall first obtain Landlord's written approval for any such remedial action. Landlord represents to Tenant that, to Landlord's knowledge as of the Commencement Date, the Premises shall be free of Hazardous Substances, and the Building and the Land shall be free of all Hazardous Substances in violation of Environmental Laws.

(b) Hazardous Substance. As used herein, "**Hazardous Substance**" means any substance that is regulated by any local government, the State in which the Building is located, the United States government, or any agency, authority and/or instrumentality thereof and includes any and all material or substances that are defined as "hazardous waste," "extremely hazardous waste," or a "hazardous substance" pursuant to any environmental law. Hazardous Substance includes but is not restricted to petroleum and petroleum byproducts, asbestos and polychlorobiphenyls ("**PCBs**").

(c) Environmental Laws. As used herein, "**Environmental Laws**" means all federal, state and local laws, including statutes, regulations, orders and requirements, relating to the discharge of air pollutants, water pollutants or process waste water or otherwise relating to the environment or Hazardous Substances, including, but not limited to, the Federal Clean Water Act, the Federal Resource Conservation and Recovery Act of 1976, the Federal Comprehensive Environmental Responsibility Cleanup and Liability Act of 1980, regulations of the Environmental Protection Agency, regulations of the Nuclear Regulatory Agency, and regulations of any state department of natural resources or state environmental protection agency, as amended or supplemented from time to time, now or at any time hereafter in effect.

18. **TENANT DEFAULT; REMEDIES.**

(a) Defaults. The occurrence of any of the following events ("**Defaults**") shall constitute a default by Tenant under this Lease:

(1) Tenant shall fail to pay when or before due any sum of money becoming due to be paid to Landlord hereunder, whether such sum be any installment of the Rent herein reserved, any other amount treated as Additional Rent hereunder, or any other payment or reimbursement to Landlord required herein, whether or not treated as Additional Rent hereunder, and such failure shall continue for a period of five (5) days after the date Tenant receives written notice from Landlord of Tenant's non-payment; provided, however, that Landlord shall only be obligated to provide Tenant such written notice two (2) times during each Lease Year, and any further failure to pay within five (5) days of the date due within such Lease Year shall be an automatic Default hereunder with notice thereof but without any opportunity to cure; or

(2) Tenant shall fail to comply with any term, provision or covenant of this Lease other than by failing to pay when or before due any sum of money becoming due to be paid to Landlord hereunder, and shall not cure such failure within thirty (30) days after written notice thereof to Tenant, unless such failure cannot with due diligence be cured within such thirty (30) day period, in which case Tenant shall not be in default hereunder if it proceeds promptly and with due diligence to cure the failure and diligently completes the curing thereof, but in no event more than one hundred twenty (120) days after such written notice; or

(3) The leasehold interest of Tenant shall be levied upon under execution or be attached by process of law or Tenant shall fail to contest diligently the validity of any construction, mechanic's and materialmen's lien or claimed lien and give sufficient security to Landlord to insure payment thereof or shall fail to satisfy any judgment rendered thereon and the same released, and such default shall continue for sixty (60) days after written notice thereof to Tenant; or

(4) Tenant shall fail to vacate the Premises immediately upon termination or expiration of this Lease, by lapse of time or otherwise, or upon termination of Tenant's right to possession only; or

(5) Tenant and/or Guarantor(s), if any, shall become insolvent, admit in writing its inability to pay its debts generally as they become due, file a petition in bankruptcy or a petition to take advantage of any insolvency statute, make an assignment for the benefit of creditors, make a transfer in fraud of creditors, apply for or consent to the appointment of a receiver of itself or of the whole or any substantial part of its property, or file a petition or answer seeking reorganization or arrangement under the federal bankruptcy laws, as not in effect or hereafter amended, or any other applicable law or statute of the United States or any state thereof; or

(6) A court of competent jurisdiction shall enter an order, judgment or decree adjudicating Tenant bankrupt, or appointing a receiver of Tenant, or of the whole or any substantial part of its property, without the consent of Tenant, or approving a petition filed against Tenant seeking reorganization or arrangement of Tenant under the bankruptcy laws of the United States, as now in effect or hereafter amended, or any state thereof, and such order, judgment or decree shall not be vacated or set aside or stayed within ninety (90) days from the date of entry thereof; or

(7) If the Parking Facility Lease entered into by and between Landlord and Tenant as of the date hereof is terminated (or Landlord regains possession of the premises demised to Tenant under the Parking Facility Lease) due to a default by Tenant or its affiliates thereunder; or

(8) Tenant fails to comply with the insurance requirements set forth in Section 12 of this Lease; or

(9) Tenant shall assign, transfer, sublet, or convey, by operation of law or otherwise, any interest in this Lease, except as may be expressly permitted by the terms of this Lease.

(b) Intentionally deleted.

(c) Remedies and Damages. Upon the occurrence and continuance of a Default, Landlord, without notice to Tenant in any instance (except as expressly provided for below) shall have any one or more of the following remedies: (i) re-enter the Premises, without terminating this Lease, and remove

all persons and property from the Premises, by any suitable action or proceeding at law, or without judicial process (if permitted by applicable law) as Landlord may elect, and if so permitted, without Landlord being liable for any prosecution therefore or damages therefrom, and repossess and enjoy the Premises (including re-letting the Premises at Landlord's option as provided below); (ii) terminate this Lease upon not less than five (5) days written notice to Tenant, at which time the Term of this Lease shall expire, but with Tenant's liability as set forth in this Section 18 to continue; or (iii) exercise any other legal or equitable rights or remedies available to Landlord, and those additional rights set forth in this Lease. In exercising any of the above remedies, Landlord may remove Tenant Property from the Premises and store the same at Tenant's expense without resort to legal process if permitted by applicable law, and if so permitted, without Landlord being deemed guilty of trespass or becoming liable for any loss or damage occasioned thereby, and, upon thirty (30) days prior written notice to Tenant, Landlord may also sell such Tenant Property at public or private sale, with the proceeds being applied to costs of removal, storage and sale (including reasonable attorney's fees), amounts owed to Landlord under this Lease, and with any surplus paid to Tenant, in that order. Tenant waives any rights to re-enter the Premises and any rights of redemption.

If a Default occurs, Tenant shall remain liable for, and Landlord shall be entitled to, the following damages: (i) all Rent and damages that may be due, incurred or sustained by Landlord up to the date this Lease terminates (including, without limitation, damages incurred under the Ground Lease, any space lease, any mortgage document with Landlord's Mortgagee and the like) or the date Landlord takes possession of the Premises, whichever occurs earlier, and the performance of all other obligations of Tenant accruing under this Lease through such date (collectively "**Accrued Damages**"); (ii) all reasonable costs, fees and expenses (including, without limitation, brokerage commissions and reasonable attorneys' fees) incurred by Landlord in pursuit of its remedies under this Lease and in renting the Premises to others from time to time (including Re-letting Preparations [defined below]) (all such Accrued Damages, costs, fees and expenses being referred to collectively as the "**Default Damages**"); (iii) the unamortized costs of the Leasehold Work performed (or caused to be performed) by Landlord; and (iv) Future Damages (as set forth below).

If Landlord re-enters the Premises as provided in item (ii) above or takes possession of the Premises pursuant to legal proceedings, then, if Landlord does not elect to terminate this Lease, Landlord may either: (1) recover all Rent and other amounts due under this Lease from Tenant; or (2) re-let the Premises; provided, however, in such case Landlord shall use reasonable efforts to re-let the Premises. If Landlord elects to re-let the Premises, Tenant agrees that Landlord may from time to time re-let all or part of the Premises (or a premises including space in addition to the Premises), in one or more leases, either in Landlord's own right or as agent for Tenant, accepting any rents then obtainable, for a term or terms that may be greater or less than the balance of the Term of this Lease, and Landlord may grant concessions or free rent without in any way affecting Tenant's liability for the Rent payable under this Lease. Landlord shall be under no duty to re-let the Premises but shall use reasonable efforts to do so as aforesaid, and Tenant's liability under this Lease shall not be affected or diminished in any way whatsoever for Landlord's failure to re-let the Premises, or if the Premises are re-let, for Landlord's failure to collect the rentals under such re-letting. In connection with any re-letting, Landlord may make or do any cleaning, alterations, maintenance, repairs, painting and/or decorations (collectively "**Re-letting Preparations**") in the Premises that Landlord considers advisable and necessary in Landlord's reasonable business discretion, and such Re-letting Preparations shall not release Tenant from any liability under this Lease. Landlord's reletting of the Premises shall not preclude Landlord from thereafter exercising at any time its remedy to terminate this Lease. Tenant shall remain liable for, and Landlord shall be entitled to collect future damages which shall be an amount equal to the deficiency (the "**Deficiency**") between: (A) the monthly Rent required to be paid by Tenant under this Lease until the expiration of the then-current Term of this Lease; and (B) the rent, if any, that Landlord receives during the applicable month from others to whom the Premises is rented, from which rent there shall be deducted all Default Damages and interest thereon remaining unpaid. Tenant shall pay the monthly

Deficiency to Landlord within five (5) days after Tenant is given written notice of the amount due.

If Landlord has terminated this Lease, Tenant shall remain liable for, and Landlord shall be entitled to collect damages ("**Future Damages**") which shall be equal to the amount by which: (A) the present worth of the Rent reserved under this Lease until the expiration of the then-current Term of this Lease exceeds (B) the amount of rent that Landlord would have received had it exercised commercially reasonable efforts to re-let the Premises at the fair market rental value of the Premises during the remaining portion of the then-current term, or as otherwise may be permitted under Illinois law. Tenant shall pay the Future Damages owed under this subsection in one lump sum within five (5) days after Tenant is given written notice of the amount of Future Damages owed. For the purposes of this Subparagraph, "**present worth**" shall be computed using a discount rate equal to the lesser of (i) one percentage point above the "Prime Rate" published in the *Wall Street Journal* on the date Landlord provides Tenant written notice, and (ii) three percent (3%).

All Default Damages and Future Damages shall bear interest at the Applicable Rate from the date when the same accrue until paid in full.

(d) Remedies Cumulative. Each remedy provided for in this Lease shall be cumulative and concurrent and shall be in addition to every other remedy provided for in this Lease or now or hereafter existing at law or in equity or by statute. The exercise of any remedies shall not preclude the simultaneous or later exercise of the same or any other remedies.

(e) No Waivers. The failure of Landlord to insist upon a strict performance of any of the terms, conditions and covenants of this Lease shall not be deemed a waiver of any other then-existing or subsequent breach or default, except for any breach or default that Landlord expressly waives in writing. The maintenance of any action or proceeding to recover possession of the Premises, or to recover any installments of Rent that may be due from Tenant to Landlord, shall not preclude Landlord from thereafter instituting and maintaining subsequent actions or proceedings for the recovery of possession of the Premises or of any Rent that is or may become due from Tenant. Landlord may institute suit on one or more occasions to recover Rent, Default Damages and/or Future Damages or any other amounts owed by Tenant under this Lease, notwithstanding that Landlord has previously instituted suit for any or all of the amounts claimed to be due. No payment by Tenant or receipt by Landlord of the stated Rent amount shall be deemed to be other than on account of the earliest stipulated Rent, nor shall any endorsement or statement on any check or letter accompanying a check for payment of Rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such Rent or to pursue any other remedy provided in this Lease. No re-entry by Landlord, reletting of the Premises, alterations to the Premises in connection with a reletting or acceptance of keys or other similar action shall be considered an acceptance of a surrender of this Lease or constitute a constructive eviction.

19. ATTORNEYS' FEES. In the event of any litigation between Landlord and Tenant arising out of this Lease, the unsuccessful party in such litigation shall pay the court costs and reasonable attorneys' fees of the prevailing party.

20. NOTICES TO MORTGAGEE. Tenant agrees to give any Mortgagee(s) (as defined in Section 21 below), by certified mail, return receipt requested, a copy of any notice of default under this Lease sent to Landlord by Tenant, provided that Tenant has been notified in writing of the address of such Mortgagee(s). Tenant further agrees that if Landlord shall have failed to cure any default under this Lease within the time provided for in this Lease, then the Mortgagee(s) shall have an additional thirty (30) days within which to cure such default, except with respect to emergency repairs, which Tenant may make as soon as Tenant reasonably deems necessary without providing such Mortgagee an opportunity to make the same. If such default cannot be cured within that time, the Mortgagee(s) shall have such additional time as may be necessary

if within such thirty (30) days any Mortgagee(s) has commenced and is diligently pursuing the remedies necessary to cure such default (including, but not limited to, commencement of foreclosure proceedings, if necessary to affect such cure). Tenant may not exercise any remedies available under this Lease, or at law or in equity, while such remedies are being so diligently pursued by any Mortgagee(s).

21. **SUBORDINATION; ESTOPPEL.**

(a) **Subordination.** This Lease shall be subject and subordinate to any and all mortgages and deeds of trust (collectively "**Mortgages**") which may now or hereafter affect such leases or the real property of which the Premises forms a part, and to all renewals, modifications, consolidations, replacements and extensions thereof, provided that Tenant receives an SNDA (as defined herein). Tenant agrees to attorn to any successor to Landlord's interest in the Premises, including any such lessor or holder of a Mortgage ("**Mortgage**") or to any purchaser at foreclosure (or by deed in lieu of foreclosure) upon all of the terms and conditions of this Lease, provided that Tenant receives a written subordination, non-disturbance and attornment agreement ("**SNDA**") for each Mortgagee in the form that such Mortgagee agrees to furnish with modifications reasonably acceptable to Tenant and such Mortgagee. Landlord shall exercise commercially reasonable efforts to obtain an SNDA from each Mortgagee, but the failure to so obtain an SNDA shall not be a default by Landlord under this Lease and Tenant shall have no rights or remedies in the event of such failure. Such SNDA shall state, among other things, that this Lease will not be terminated or Tenant's possession of the Premises interfered with as a result of a foreclosure (or deed in lieu of foreclosure) of the applicable Mortgage, provided that Tenant is not in default as of the date of such foreclosure (or deed in lieu of foreclosure) beyond any applicable notice and cure periods provided hereunder. In no event shall any such Mortgagee or purchaser at a foreclosure sale (or sale in lieu of foreclosure) be: (i) liable for any act or omission of Landlord or any subsequent landlord; (ii) subject to any offsets or defenses which Tenant might have against Landlord or any subsequent landlord; (iii) bound by any Rent which Tenant may have paid for more than the current month to Landlord or any subsequent landlord (except for any Rent attributable to Operating Expenses); (iv) bound by any amendment or modification of this Lease made without the Mortgagee's prior written consent; or (v) obligated to commence or complete any construction or restoration required on the part of Landlord. The foregoing shall not be deemed to constitute a waiver by Tenant of claims that Tenant may have against Landlord for breaches of this Lease, but such claims shall not be enforced against the Mortgagee or any such purchaser. A Mortgagee may instead elect to have this Lease superior to its lien and may evidence such intention in the instrument creating its lien or other recorded instrument.

(b) **Estoppel Certificate.** Tenant agrees, at any time and from time to time, upon not less than fifteen (15) days prior written notice by Landlord, to execute, acknowledge and deliver to Landlord, or to any Mortgagee, purchaser of all or part of the Building or other third party a statement in writing: (i) certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the Lease is in full force and effect as modified and stating the modification); (ii) stating the dates to which the Rent and any other charges hereunder have been paid by Tenant; (iii) stating whether or not Landlord or Tenant is in default under this Lease and, if so, specifying each such default; (iv) stating the address to which notices to Tenant should be sent; and (v) certifying as to such other matters relating to this Lease or the Premises as may be reasonably requested. Any such estoppel certificate may be relied upon by Landlord, any Mortgagee, or any prospective purchaser or lender.

22. **SURRENDER AND HOLDING OVER.** Upon the expiration or sooner termination of the Term of this Lease, Tenant shall promptly surrender the Premises to Landlord in accordance with the provisions of Sections 7(a), 8(b), and 9(b) and deliver all keys to the Premises and Building to Landlord. If, for any reason, Tenant fails to surrender the Premises on the expiration or earlier termination of this Lease with such removal and repair obligations completed, then, in addition to the provisions and Landlord's rights and remedies under Section 18 and the other provisions of this Lease, Tenant shall indemnify, defend (by counsel reasonably

approved in writing by Landlord) and hold Landlord harmless from and against any and all claims, judgments, suits, causes of action, damages (actual, consequential and punitive), losses, liabilities and expenses (including attorneys' fees and court costs) resulting from such failure to surrender, including, without limitation, any claim made by any succeeding tenant based thereon. The foregoing indemnity shall survive the expiration or earlier termination of this Lease. If Tenant shall not surrender the Premises in accordance with the foregoing, Tenant's occupancy subsequent to the end of the Term shall be deemed to be a tenancy-at-will (and not a tenancy from month-to-month or from year-to-year) cancelable by Landlord immediately upon oral or written notice, and such tenancy shall be subject to all of the provisions of this Lease, except that Rent shall be equal to one hundred fifty percent (150%) of the Rent payable immediately prior to the end of the Term, unless Landlord agrees in writing to other terms for the holdover tenancy. Acceptance by Landlord of Rent after such expiration or earlier termination shall not constitute consent to a hold over hereunder or result in an extension of this Lease. Tenant shall pay an entire month's Rent calculated in accordance with this Section 22 for any portion of a month it holds over and remains in possession of the Premises pursuant to this Section 22.

23. **SECURITY DEPOSIT.** Intentionally omitted.

24. **RIGHTS RESERVED TO LANDLORD.** Landlord reserves and may exercise the following rights without affecting Tenant's obligations hereunder:

(a) subject to Tenant's rights under this Lease and the Ground Lease (as Ground Lessor), Landlord shall have the right to change the name of the Building;

(b) subject to Tenant's rights under this Lease and under the Ground Lease (as Ground Lessor), Landlord shall have the right to install and maintain a sign or signs on the exterior of the Building and interior common areas of the Building

(c) to have access for the Landlord and the other tenants of the Building to any mail chutes located on the Premises according to the rules of the United States Post Office;

(d) to designate all sources furnishing sign painting and lettering, ice, drinking water, towels, coffee cart service, toilet supplies and lamps and bulbs used on the Premises;

(e) to retain at all times pass keys to the Premises;

(f) to grant to anyone the exclusive right to conduct any particular business or undertaking in the Building, provided such exclusive right does not limit Tenant from operating in the Premises for the Permitted Use;

(g) to close the Building after regular working hours and on legal holidays subject, however, to Tenant's right to admittance, under such reasonable regulations as Landlord may prescribe from time to time, which may include by way of example but not of limitation, that persons entering or leaving the Building identify themselves to a watchman by registration or otherwise and that said persons establish their right to enter or leave the Building; and

(h) to take any and all measures, including inspections, repairs, alterations, decorations, additions and improvements to the Premises or to the Building, as may be necessary or desirable for the safety, protection or preservation of the Premises or the Building or the Landlord's interests, or as may be necessary or desirable in the operation of the Building.

The Landlord may enter upon the Premises and may exercise any or all of the foregoing rights hereby reserved without being deemed guilty of an eviction or disturbance of the Tenant's use or possession and

without being liable in any manner to the Tenant and without abatement of Rent or affecting any of the Tenant's obligations hereunder.

25. **QUIET ENJOYMENT.** Landlord covenants that it has the right to enter into this Lease and that if Tenant shall timely pay all Rent and perform all of Tenant's covenants, obligations, terms, conditions and agreements in this Lease, Tenant shall be entitled to peaceably and quietly occupy and enjoy possession of the Premises, without molestation or hindrance by Landlord or any party claiming through or under Landlord.

26. **TENANT WIRING.** Tenant shall obtain Landlord's prior written approval of all plans and specifications for electrical and other wiring installations. Landlord may consider, among other relevant factors, the effects of any proposed electrical load upon the Building's circuits in reviewing Tenant's request. Landlord may require that Tenant conform its plans and specifications for any such installations to the reasonable requirements and capacity of the Building. All telephone, communications, computer, electrical and other wiring and related facilities installed by Tenant (collectively, the "**Wiring**") shall, at Landlord's option, be removed by Tenant at Tenant's cost upon the expiration or sooner termination of this Lease, with Tenant responsible for all resulting repairs to the Premises and Building. Notwithstanding the above, Landlord may release Tenant from the obligation of removing, at Tenant's sole cost upon expiration or sooner termination of this Lease, portions of the Wiring by providing Tenant with written notification of such release prior to the installation by Tenant of such Wiring.

27. **TENANT'S OBLIGATION TO REPORT DEFECTS.** Tenant acknowledges that Landlord is not obligated to maintain the Premises except as expressly provided in this Lease or to inspect the Premises. Tenant shall promptly notify Landlord in writing of any defects, damage or unsafe conditions observed in or about the Premises.

28. **COORDINATION OF CONSTRUCTION.** Tenant shall comply with all requirements imposed by Landlord in prudent Building management to coordinate and control construction activity within the Building and moving in and moving out activities by Tenant. Landlord may, without limitation, prescribe the place and hours of delivery of materials and supplies, elevators available for use, hours of work and similar matters.

29. **COMMON AREAS.** Tenant shall have a non-exclusive license to use the areas located in and adjacent to the Building designated by Landlord from time to time as being available for the common use by Landlord and tenants and occupants of the Building, including such areas as the entrance lobby, public toilets, public corridors, exterior plaza and other similar facilities (the "**Common Areas**"), subject to the non-exclusive rights of Landlord and other tenants and occupants to use such Common Areas, and rules and regulations imposed by Landlord from time to time relating to the Common Areas.

30. **MEDICAL WASTE.** At all times during the term of the Lease and any extension(s) thereof, Tenant, at Tenant's sole cost and expense, shall make all necessary arrangements for the removal of all waste generated by Tenant, in accordance with all applicable rules, regulations and environmental laws regulating disposal of medical waste, and shall cause any subtenants or others occupying any portion of the Premises to dispose of all their waste in the same manner.

31. **APPRAISAL.**

(a) **When Appraisals Are to Be Used; Procedure for Appointment of Appraisers.**

(1) **Use of Appraisal Procedure.** The procedures set forth in this Article 31 shall apply to the determination of the following (each, an "**Appraised Value**"): (i) the "fair market value" of the Base Rent for the Premises during any Renewal Term, or (ii) at any other time at which the appointment of an appraiser or appraisers shall be required or advisable with respect

to any other provision of this Lease.

(2) **Procedures.** In any of the foregoing events, either party ("**First Party**") may give notice ("**First Notice**") to the other party stating the name and address of an individual appointed by such party to act as appraiser for purposes of determining the Appraised Value. Within fifteen (15) days after receipt of such notice, the addressee ("**Second Party**") shall give notice to the First Party, stating the name and address of a Person appointed by Second Party to act as the Second Party's appraiser for purposes of determining the Appraised Value.

(b) **Procedures for Appraisals by Parties' Appraisers and Third Appraiser.**

(1) **Preparation of Appraisals; Review by Parties; Appointment of Third Appraiser.** Each appraiser shall separately, independently, and without consulting the other appraiser or obtaining any information with respect to the results of the other appraiser's appraisal, determine the Appraised Value. On a date to be agreed upon following completion by each appraiser of its appraisal, but in the absence of any such agreement, on the thirtieth (30th) day following appointment of the Second Party's appraiser, the two appraisers shall exchange the results of their appraisals. If the Appraised Value determined by each Appraiser differ by 10% or less, then the Appraised Value shall be equal to the average of such Appraised Values. If the Appraised Value differ by more than 10%, then within five (5) Business Days after expiration of such 30-day period those two appraisers shall appoint, in writing, a disinterested third appraiser ("**Third Appraiser**").

(2) **Third Appraiser's Appraisal; Comparison to Initial Appraisals.** Upon appointment, the Third Appraiser shall separately and independently (without consulting either of the other appraisers) determine the Appraised Value. The two appraisers appointed by the parties may communicate in writing with and provide the Third Appraiser with all background documentation and information that supports their respective appraisals provided copies of all such communications are sent simultaneously to the other appraisers. Neither appraiser shall otherwise communicate directly or indirectly with the Third Appraiser, except to provide the Third Appraiser with the results of his or her appraisal no earlier than three (3) Business Days after delivery by the Third Appraiser of the results of his or her appraisal. The Appraised Value shall be the Appraised Value determined by either Landlord's or Tenant's appraiser, whichever is closest to the Appraised Value of the Third Appraiser.

(c) **Failure to Appoint an Appraiser; Appointment of Successors.** If the Second Party shall fail to appoint an appraiser within the time and in the manner provided in Section 15.2, which failure continues for five (5) days after written notice of such failure is given by the First Party, the appraiser named by the First Party shall act alone and his or her appraisal shall constitute the Appraised Value. If the appraisers selected by the parties shall fail to appoint a Third Appraiser as provided in Section 15.2, then either party may, at any time after ten (10) days' written notice to the other party, apply to the then president of the American Institute of Real Estate Appraisers (or any successor to such institute hereafter constituted exercising similar functions) for the appointment of a Third Appraiser. If an appraiser appointed by one of the parties pursuant to Section 31(a) or Section 31(b) or any successor to an appraiser appointed as provided in this Section 31(c) dies, fails or refuses to act, resigns or becomes disqualified, the party appointing that appraiser shall appoint a successor to fill the vacancy and, in the event said party fails to do so within ten (10) days after demand by the other party, the latter may appoint the successor. If the vacancy involves an appraiser appointed otherwise than by the parties, a successor shall be appointed in the same manner as the appraiser he succeeds.

(d) **Individuals Qualified as Appraisers.** No individual shall be qualified to be appointed by Landlord, Tenant or either of their appointed appraisers as an appraiser for purposes of this Lease

unless the individual shall (i) be a real estate appraiser doing business in the Chicago metropolitan area having not less than ten (10) years active experience in appraising comparable property in said area; (ii) be a member in good standing of the Illinois Chapter of the American Institute of Real Estate Appraisers, or any successor to such institute hereafter constituted exercising similar functions (meaning, for purposes of this Lease, an appraiser who is current in the payment of his or her dues to such Illinois Chapter and such institute or any successors thereto and who has had no publishable disciplinary actions taken against him or her); and (iii) subscribe and swear to an oath to fairly and impartially determine the Appraised Value, before proceeding to make any such determination. In addition to the foregoing requirements, the Third Appraiser shall not have had during the five (5) years prior to appointment hereunder any prior or ongoing family or direct or indirect ownership, financial or contractual relationship with either Landlord or Tenant or their respective Affiliates or any other interest in the result of the appraisal reasonably likely to affect such individual's impartiality. Upon the request of either Landlord or Tenant, any individual appointed to act as the Third Appraiser pursuant to the provisions of this Article 31 shall be obligated to affirm under oath the lack of, or disclose under oath the existence of, any such circumstances or relationships prior to accepting any appointment.

(e) **Basis for the Determination of Appraised Value.** For purposes of this Lease, the Appraised Value shall be its fair market value as of the date any such determination is required pursuant to the terms of this Lease. The Appraised Value at any time shall be determined by any appraiser in accordance with generally accepted appraisal methods, subject to any parameters, values or limitations as the parties hereto may agree before the appointment of any such appraiser.

(f) **Payment of Expenses.** Landlord and Tenant shall each pay the fees of any appraiser selected by them, and Landlord and Tenant shall each pay one half of the fees of any Third Appraiser.

32. **MISCELLANEOUS.**

(a) **No Representations by Landlord.** Tenant acknowledges that neither Landlord nor any broker, agent or employee of Landlord has made any representations or promises with respect to the Premises or the Building except as expressly set forth in this Lease, and no rights, privileges, easements or licenses are acquired by Tenant except as expressly set forth in this Lease. Tenant, by taking possession of the Premises, shall accept the same "AS IS", subject to the provisions of Section 25, and such possession shall be conclusive evidence that the Premises and the Building are in good and satisfactory condition at the time of such possession.

(b) **Brokers.** Each of the parties: (i) represents and warrants to the other that it has not dealt with any broker or finder in connection with this Lease; and (ii) indemnifies and holds the other harmless from any and all liability, costs or expenses (including attorneys' fees) incurred as a result of an alleged breach of the foregoing warranty. The parties hereto acknowledge and agree that Landlord is not and shall not be responsible for, or have any liability in connection with, any commissions, payments or other amounts that may be owed or alleged to be owed any broker or finder with respect to a renewal or extension of this Lease; any relocation of the Tenant or any affiliate of Tenant into any other premises owned, managed or controlled by Landlord or any affiliate of Landlord; any expansion into additional space by the Tenant; or any other lease entered into between Tenant or any affiliate of Tenant and Landlord or any affiliate of Landlord.

(c) **WAIVER OF JURY TRIAL.** TO THE FULLEST EXTENT PERMITTED BY LAW, LANDLORD AND TENANT HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTER-CLAIM BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER THAT IS IN ANY WAY CONNECTED WITH THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT HEREUNDER, TENANT'S USE OR OCCUPANCY OF THE PREMISES, AND/OR ANY CLAIM OF INJURY OR DAMAGE.

(d) Entire Agreement; Modification. This Lease represents the final understanding and agreement between Landlord and Tenant and incorporates all negotiations between the parties. This Lease cannot be modified except by writing signed by the party against whom the modification is to be enforced. Tenant and each guarantor of this Lease agrees that any modification of this Lease shall not affect the liability of such guarantor, whether or not such guarantor executes the Lease modification.

(e) Successors and Assigns. The provisions of this Lease shall inure to the benefit of and be binding upon Landlord and Tenant and their respective successors and assigns (but this Lease shall inure to the benefit of only such assignees of Tenant expressly permitted under the terms of this Lease).

(f) Interpretation. The captions in this Lease are for the purposes of reference only and shall not limit or define the meaning of the provisions of this Lease. References to any specific gender shall be deemed to include the other gender or neuter, as applicable; references to "expiration" of the Term shall include "termination" and vice-versa; and references to the singular shall include the plural, and vice-versa, all as the context may require. If Tenant consists of multiple parties, the liability of such parties shall be joint and several, and the release of any one or more of such parties shall not affect the liability of any other party not expressly released in writing. This Lease shall not be construed more strictly against one party than the other, it being recognized that both Landlord and Tenant have contributed substantially and materially to the preparation of this Lease. This Lease shall be governed by the laws of the State in which the Building is located.

(g) Conditions Severable. If any provision of this Lease shall be invalid or unenforceable, the remainder of this Lease shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

(h) Consents. With respect to any provision of this Lease relating to Landlord's consents, Tenant shall not be entitled to make, and Tenant hereby expressly waives, any claim for damages as a result of Landlord's withholding its consent, it being understood and agreed that Landlord shall not be liable for any damages whatsoever (whether direct, consequential or otherwise) by reason of Landlord's failure to give any consent, unless Landlord is found to have acted in bad faith. Tenant's sole remedy in any such instance shall be an action for injunctive relief or specific performance.

(i) Short Form Lease. This Lease shall not be recorded. However, at either party's request, the parties agree to execute a short form memorandum of lease (the "**Lease Memorandum**") which shall include the Commencement Date and Expiration Date. The Lease Memorandum shall not include any provisions regarding Rent or other economic terms. Either party may record the Lease Memorandum at its own expense.

(j) Authority of Tenant. Tenant shall furnish to Landlord within ten (10) days after a request from Landlord such corporate resolutions, certificates of incumbency, partnership resolutions, partnership agreements, membership resolutions, operating agreement or other information as Landlord may reasonably request in order to confirm that the execution and delivery of this Lease has been duly authorized by Tenant and that the person(s) executing this Lease on behalf of Tenant was duly authorized to do so. All such corporate, partnership or member resolutions, certificates or agreements shall be certified as being duly adopted and/or in full force and effect, without amendment, by an appropriate officer, partner or member (or manager) of Tenant, as applicable.

(k) Financial Information. Tenant shall, from time to time at reasonable intervals upon Landlord's request, deliver to Landlord a copy of Tenant's or Guarantor's most recent financial statements that is publicly available, (financial statements, annual reports and forms hereinafter referred to as "**Financial Documents**"), which Financial Documents shall, to the extent applicable, be prepared by Tenant or Tenant's accountant no less often than once per year in accordance with GAAP, and to the

extent Tenant has audited Financial Documents, it will deliver them to Landlord upon request.

(l) Submission of Lease. Submission of this Lease shall not be deemed to be a reservation of the Premises. Landlord shall not be bound hereby until its delivery to Tenant of an executed copy hereof signed by Landlord, already having been signed by Tenant, and until such delivery Landlord reserves the right to exhibit and lease the Premises to other prospective tenants; *provided, however*, the execution and delivery by Tenant of this Lease to Landlord shall constitute an irrevocable offer by Tenant to lease the Premises on the terms and conditions herein contained, which offer may not be withdrawn or revoked by Tenant after such execution and delivery. Notwithstanding anything contained herein to the contrary, Landlord may withhold delivery of possession of the Premises from Tenant until such time as Tenant has paid to Landlord the first (1st) month's Base Rent as set forth in Section 4(a) hereof and any sum owed pursuant to Section 4(c) hereof.

(m) Acceptance of Payment. Landlord is entitled to accept, receive in cash or deposit any payment made by Tenant for any reason or purpose or in any amount whatsoever, and apply the same at Landlord's option to any obligation of Tenant and the same shall not constitute payment of any amount owed except that to which Landlord has applied the same. No endorsement or statement on any check or letter of Tenant shall be deemed an accord and satisfaction or recognized for any purpose whatsoever. The acceptance of any such check or payment shall be without prejudice to Landlord's rights to recover any and all amounts owed by Tenant hereunder and shall not be deemed to cure any other default nor prejudice Landlord's rights to pursue any other available remedy.

(n) Survival. All obligations of Tenant hereunder not fully performed as of the expiration or earlier termination of the Term of this Lease shall survive the expiration or earlier termination of the Term hereof, including without limitation, all payment obligations with respect to Taxes and Operating Costs and all obligations concerning the condition of the Premises. Upon the expiration or earlier termination of the Term hereof, Tenant shall pay to Landlord the amount, as estimated by Landlord, necessary: (i) to repair and restore the Premises as provided herein; and (ii) to discharge Tenant's obligation for unpaid Taxes, Operating Costs or other amounts due Landlord. All such amounts shall be used and held by Landlord for payment of such obligations of Tenant, with Tenant being liable for any additional costs upon demand by Landlord, or with any excess to be returned to Tenant after all such obligations have been determined and satisfied.

(o) Force Majeure. Whenever a period of time is herein prescribed for action to be taken by either Landlord or Tenant, such party shall not be liable or responsible for, and there shall be excluded from the computation for any such period of time, any delays due to causes of any kind whatsoever which are beyond the control of such party.

(p) Time. Except as otherwise expressly provided herein, time is of the essence with respect to this Lease, the performance of all obligations hereunder and the delivery of any notices required herein.

33. RIGHT OF FIRST OFFER. Landlord hereby grants to Tenant the option to lease, upon the terms and conditions hereinafter set forth, each portion of the space located in the MOB Component of the Building (the "First Offer Space") which becomes "available for leasing" (as determined in accordance with subsection (a) below) after the initial leasing of such First Offer Space during the Lease Term.

(a) A portion of the First Offer Space shall be deemed to be "available for leasing" upon the occurrence of all of the following events:

(i) such portion of the First Offer Space is not the subject of an Existing Lease (as hereinafter defined);

(ii) one (1) year prior to the expiration of an Existing Lease of such portion of the First Offer Space, if such portion of the First Offer Space is not then subject to a right or option to lease such space granted in another Existing Lease;

(iii) if such portion of the First Offer Space is subject to a right or option granted in an Existing Lease (e.g., rights or options to extend, renew or to expand), all of which rights or options are not exercised, the expiration of the last of such unexercised right or option; and

(iv) if such portion of the First Offer Space is subject to a right or option granted in an Existing Lease, which right or option is exercised, the expiration of the term of such Existing Lease or any later date upon which the term of the demise of such portion of the First Offer Space created by the exercise of such right or option expires (including any renewals or extensions thereof granted in such Existing Lease).

(b) Prior to Landlord's leasing any portion of the First Offer Space which is or will be available for leasing, Landlord shall give Tenant a written notice (the "**Offer Notice**") setting forth (i) the location, (ii) the net rentable area, (iii) the availability date (the "**First Offer Space Commencement Date**"), (iv) the rental rate, and (v) all other economic terms being offered with respect to such First Offer Space including, without limitation, any tenant concessions (e.g., rent abatement and tenant allowances). The First Offer Space Commencement Date shall not be less than thirty (30) days after the date such notice is given by Landlord.

(c) Tenant's right to lease the portion of the First Offer Space on the terms described in the applicable Offer Notice shall be exercisable by written notice from Tenant to Landlord given not later than thirty (30) days after the Offer Notice is delivered, time being of the essence. If such right is not so exercised, Tenant's right of first offer shall thereupon terminate as to such portion of the First Offer Space described in the Offer Notice, and Landlord may thereafter rent all or any part of such portion of the First Offer Space without notice to Tenant and free of any right of Tenant; provided, however, in the event that Tenant's right of first offer is deemed to have expired as aforesaid, Landlord shall not thereafter enter into a binding agreement to rent all or any part of such portion of the First Offer Space to any party for any consideration in an aggregate amount of less than ninety-five percent (95%) of the amount of rent per square foot for the First Offer Space or more than one hundred five percent (105%) of the tenant concessions for the First Offer Space contained in the Offer Notice. Tenant's right of first offer under this **Section 4.5** is a continuing right of first offer and shall apply to any subsequent leasing of space for which Tenant has previously waived this right, and such right shall apply again in the event Landlord does not enter into a lease for the First Offer Space within six (6) months after Tenant has waived this right. Tenant may not elect to lease less than the entire area of the First Offer Space described in the Offer Notice.

(d) If Tenant has validly exercised its right to lease a portion of the First Offer Space, then effective as of the applicable First Offer Space Commencement Date, Tenant and Landlord shall enter into a Sublease for the First Offer Space on the terms set forth in the ACC Lease except that:

(i) the rent per square foot of net rentable area for such portion of the First Offer Space shall be equal to the rental rate quoted by Landlord to Tenant in the Offer Notice;

(ii) the term of the demise covering such portion of the First Offer Space shall commence on the applicable First Offer Space Commencement Date and shall expire on the later of: (A) the term set forth in the Offer Notice or (B) the term remaining under the ACC Lease; and

(iii) Tenant shall receive the benefit of any other economic terms set forth in the

Offer Notice including the tenant concessions (if any), and Landlord shall improve that portion of the First Offer Space described in the Offer Notice in accordance with the terms of Landlord's building standard work letter then being offered to prospective tenants.

(e) In the event any portion of the First Offer Space is leased to Tenant other than pursuant to the right of first offer described herein, such portion of the First Offer Space shall thereupon be deleted from the First Offer Space.

(f) As used herein, the following terms shall have the following meanings:

(i) the term "**First Lease**" with respect to any First Offer Space shall mean the first Sublease entered into by Landlord which demises such First Offer Space; and

(ii) the term "**Existing Lease**" shall mean a sublease (other than a First Lease) of any space in the Building (including extensions and renewals thereof pursuant to options granted therein), whether or not the term of such lease has yet commenced.

34. **CONDITIONS PRECEDENT.** In the event the conditions set forth in Section 34(a) are not satisfied, or the conditions set forth in Section 34(b) through (e) below are not satisfied or waived by Tenant and Landlord (the "**Conditions Precedent**") on or before the deadlines therefor, Landlord and Tenant shall have the rights to terminate this Lease, in which event the terms and provisions of Sections 34(f) and 34(g) shall apply:

(a) **Certificate of Need.** Landlord and Tenant hereby acknowledge and agree that Tenant is required to obtain a certificate of need from the State of Illinois for the development, use and operation of the Building, as contemplated under this Lease. Neither Tenant nor Landlord shall be obligated to perform any of the promises, covenants, conditions or obligations of this Lease, and except as expressly set forth in this Lease, this Lease shall not be effective until and unless Tenant obtains such certificate of need from the State of Illinois. In furtherance of the foregoing, Landlord shall not commence, and shall not be required to commence, construction of the Building pursuant to the Project Work Letter or the Skybridge pursuant to the Skybridge Work Letter unless and until Landlord receives the CON Notice (as defined herein). Tenant shall exercise commercially reasonable and good faith efforts to prepare, submit an application for and obtain such certificate of need. Upon receipt of the required certificate of need from the State of Illinois, Tenant shall promptly provide written notice to Landlord, which notice shall include a copy of the certificate of need issued by the State of Illinois (the "**CON Notice**"). Upon Landlord's receipt of the CON Notice and subject to the other conditions precedent set forth in this Section 34 being satisfied or waived by Tenant and Landlord, this Lease shall automatically be effective in its entirety, and Tenant and Landlord shall be obligated to perform all of the promises, covenants, conditions and obligations of this Lease. In the event that the State of Illinois rejects or denies Tenant's application for the required certificate of need, Tenant shall resubmit the application for the certificate of need after addressing the reasons for such rejection or denial and/or exhaust all procedures for appeal or reconsideration of Tenant's application for the required certificate of need. If Tenant has not obtained the required certificate of need on or before the date that is twelve (12) months after the Effective Date (the "**CON Outside Date**"), either Tenant or Landlord shall have the right to terminate this Lease upon written notice to the other, in which case this Lease shall be of no further force and effect, except for those provisions that expressly survive such termination.

(b) **Ground Lease and Project Work Letter.** On or before the date that is sixty (60) days after the Effective Date, Landlord and Saint Joseph shall enter into the Ground Lease, the Parking Facility Lease, and the Project Work Letter on terms and conditions mutually acceptable to Landlord and Tenant.

(c) **Declaration.** On or before the date that is sixty (60) days after the Effective Date,

Tenant shall prepare, execute and record with the Office of the Recorder of Deeds, Cook County, Illinois, a vertical subdivision declaration creating the four (4) parcels comprising the Building (the "**Declaration**") on terms and conditions mutually acceptable to Landlord and Tenant, which shall contain acceptable legal descriptions of the ACC Parcel, the MOB Parcel, the Garage Parcel and the Common Area Parcel.

(d) Construction Contract Bid and Development Budget. On or before the date that is sixty (60) days after the Effective Date, Landlord and Tenant shall have received and accepted the final bid for the construction of the Improvements (including the tenant improvements to the Premises), approved the final development budget for the construction of the Improvements (including the budget for the construction of the tenant improvements for the Premises and the TI Overage Amount), agreed upon any adjustments to Tenant's Proportionate Share, agreed upon the Base Rent and the Supplemental Rent amounts (including, without limitation, any adjustments to such amounts and/or the budgets that may be required to remain within the not-to-exceed amounts set forth in Section 1, Summary of Basic Lease Provisions above), agreed upon the terms and conditions of this Lease related to the TI Overage Amount and payment of Supplemental Rent, and executed an amendment or supplement to this Lease, documenting all of the foregoing, on terms and conditions mutually acceptable to Landlord and Tenant.

(e) Physician Side Letter. On or before the date that is sixty (60) days after the Effective Date, Landlord and Saint Joseph shall have entered into a certain letter regarding leasing parameters for the MOB Parcel, all on terms and conditions mutually acceptable to Landlord and Tenant.

(f) Assignment of Rights; Payment of Fees and Expenses. Upon any termination of this Lease pursuant to this Section 34, Landlord shall thereupon assign to Tenant all of its rights, title and interest with respect to the plans and all other materials related to the development of the Land. In the event of any such termination pursuant to this Section 34, Tenant shall pay the sum of Two Hundred Thousand and 00/100 Dollars (\$200,000.00) to Hammes Company Healthcare Real Estate Services, LLC as fees for its feasibility services and other professional services provided to Tenant in connection with the development of the Land. Additionally, Tenant shall reimburse Landlord for all of Landlord's and Affiliates of Landlord's out-of-pocket costs and expenses actually incurred in connection with the development of the Land (excluding Landlord's and Landlord's Affiliates legal fees, which shall be Landlord's obligation), not to exceed Twenty-Five Thousand and 00/100 Dollars (\$25,000.00) without Tenant's prior written approval. All reimbursements and payments required to be made by Tenant shall be made within fifteen (15) days after termination of this Lease. The obligations of Tenant to make such reimbursements and payments shall survive termination of this Lease.

(g) Effect of Termination. Upon any termination of this Lease pursuant to Section 34, neither Landlord nor Tenant shall have any further rights, obligations or liabilities under this Lease (except pursuant to the provisions of this Lease which expressly survive such termination).

35. COMMUNICATIONS EQUIPMENT. Tenant shall have the non-exclusive right to use certain space on the roof of the Building reasonably designated by Landlord (the "**Communications Space**") to install, operate and maintain a small free-standing non-penetrating mount designed antenna or satellite dish or similar telecommunications equipment (the "**Communications Equipment**"), at Tenant's sole cost and expense, on the following terms and conditions:

(a) Tenant shall provide Landlord with a written request describing the proposed dimensions, mounting method, location, point of entry to the Building, cable route and any passageways to be utilized. The parties shall attempt to agree on any necessary modifications to the Communications Equipment. Upon agreement, Landlord shall confirm approval of Tenant's request in writing. Thereafter, upon Tenant requiring any modification to the descriptions contained in the Letter, Tenant shall give notice to Landlord of such modification for Landlord's approval.

(b) Landlord agrees that any work to be performed as described in this Addendum may be performed by a mutually agreed upon contractor ("**Contractor**") identified in Tenant's request. If Tenant should choose to use another contractor, Tenant shall provide written notice to Landlord of the name and address of the new contractor for Landlord's written approval, not to be unreasonably withheld, conditioned or delayed.

(c) Landlord agrees to give to Tenant and/or Contractor access to the roof as may be reasonably required to perform the installation of the Communications Equipment upon Tenant giving Landlord five (5) business days prior written notice as to the date and time such access to the roof is required.

(d) Tenant shall apply for any necessary approval, permits and licenses at no cost or expense to Landlord. Tenant shall provide Landlord with copies of all applications for approvals, permits and licenses. Tenant shall also provide Landlord with copies of permits and licenses as they are issued. If required by any government body, or by Landlord in its reasonable judgment, Tenant shall install, at its sole cost and expense, a screen to shield the Communications Equipment from public view. Tenant shall provide Landlord with proposed screen design prior to obtaining written approval from Landlord.

(e) Tenant shall be solely responsible for the installation, maintenance, removal, repair, testing or replacement of the Communications Equipment.

(f) Tenant's rights and obligations under this Section 35 shall be subject to the provisions of Section 8(c) of this Lease.

(g) Upon removal of the Communications Equipment, cables and conduits, Tenant agrees to repair at its sole cost and expense any and all damage to the Building or the Premises caused by the existence, installation, use, maintenance, removal, repair, testing or replacement of the Communications Equipment, cables and conduits.

(i) The Communications Equipment shall not interfere with transmission or reception equipment presently located on the Building. In the event that the Communications Equipment causes interference, Tenant shall eliminate the interference within two (2) business days after notice from Landlord.

(j) During any time that Tenant maintains any Communications Equipment in the Communications Space, the Communications Space shall be considered part of the Premises for purposes of Tenant's maintenance, indemnity and insurance obligations under this Lease.

36. **EXHIBITS.** The following exhibits are attached to this Lease (or are to be attached within thirty (30) days after the Commencement Date):

- A Legal Description of the Land
- A-1 Site Plan
- B-1 Legal Description of the ACC Parcel
- B-2 Legal Description of the MOB Parcel
- B-3 Legal Description of the Garage Parcel
- B-4 Legal Description of the Common Area Parcel
- C General Location of the Premises
- D Tenant Improvement Authorization
- E Commencement Date Agreement

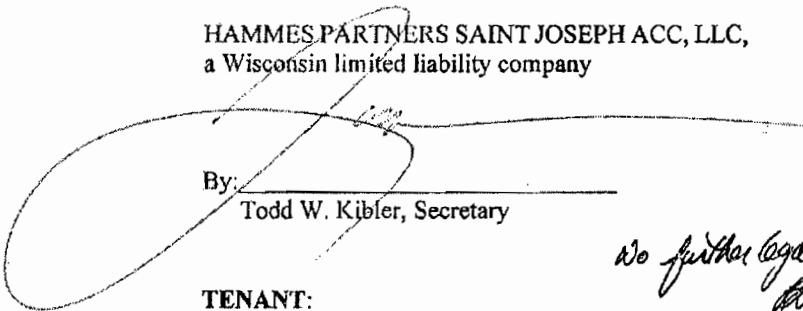
F Rules and Regulations

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Ambulatory Care Center Lease Agreement as of the date first above written.

LANDLORD:

HAMMES PARTNERS SAINT JOSEPH ACC, LLC,
a Wisconsin limited liability company

By: 
Todd W. Kibler, Secretary

No further legal objection.


TENANT:

PRESENCE HEALTH NETWORK,
an Illinois not-for-profit corporation

By: _____
Name: _____
Title: _____

PRESENCE SAINT JOSEPH HOSPITAL-CHICAGO,
an Illinois not-for-profit corporation

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, Landlord and Tenant have executed this Ambulatory Care Center Lease Agreement as of the date first above written.

LANDLORD:

HAMMES PARTNERS SAINT JOSEPH ACC, LLC,
a Wisconsin limited liability company

By: _____
Todd W. Kibler, Secretary

TENANT:

PRESENCE HEALTH NETWORK,
an Illinois not-for-profit corporation

By: Sandra Bruce
Name: Sandra BRUCE
Title: President & CEO

PRESENCE SAINT JOSEPH HOSPITAL-CHICAGO,
an Illinois not-for-profit corporation

By: Roberta Lusk-Hault
Name: Roberta Lusk-Hault MD
Title: President and CEO

EXHIBIT A

Legal Description of the Land

[to be updated upon satisfaction of conditions set forth in Sections 34(b) and (c) of the Lease]

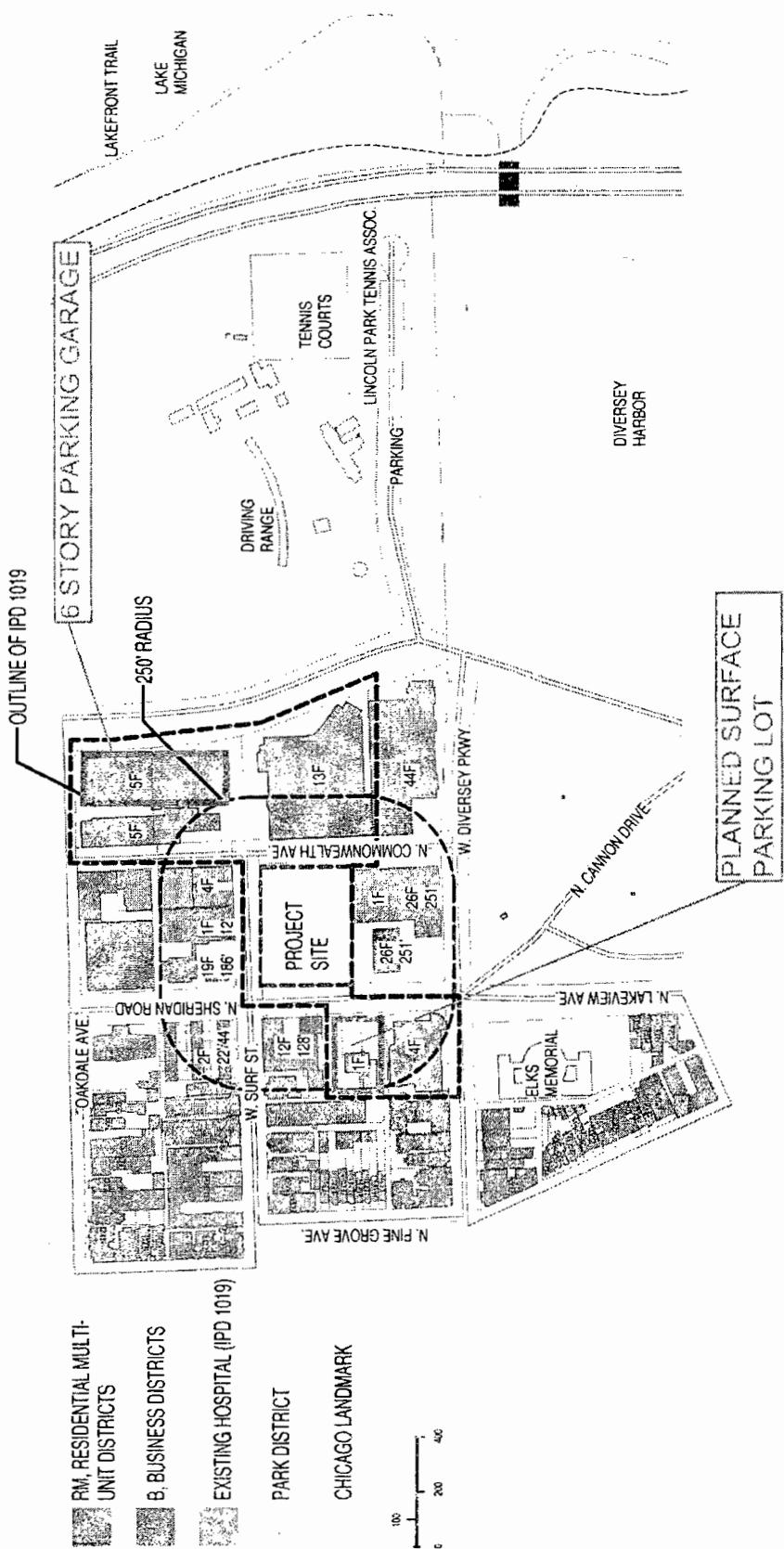
THAT PART OF LOTS 5 AND 6 IN ASSESSOR'S DIVISION OF LOTS 1 AND 2 IN SUBDIVISION BY CITY OF CHICAGO OF EAST FRACTION HALF OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THIRD PRINCIPAL MERIDIAN, WHICH LIES BETWEEN SHERIDAN ROAD (FORMERLY LAKEVIEW AVENUE) ON THE WEST, COMMONWEALTH AVENUE ON THE EAST (EXCEPTING THEREFROM THAT PART LYING SOUTH OF A STRAIGHT LINE DRAWN FROM A POINT ON THE EAST LINE OF SAID NORTH SHERIDAN ROAD WHICH IS 228 FEET 4 3/16 INCHES NORTH OF NORTH LINE OF WEST DIVERSEY PARKWAY TO A POINT ON WEST LINE OF SAID NORTH COMMONWEALTH AVENUE WHICH IS 227 FEET 10 INCHES NORTH OF NORTH LINE OF SAID WEST DIVERSEY PARKWAY AND SAID STRAIGHT LINE PRODUCED WEST TO THE CENTERLINE OF SAID NORTH SHERIDAN ROAD AND PRODUCED EAST TO CENTERLINE OF SAID NORTH COMMONWEALTH AVENUE) IN COOK COUNTY, ILLINOIS.

EXHIBIT A-1

Site Plan

[see attached]

A-1-1



SURROUNDING LAND USE MAP

NOT TO SCALE

SAINT JOSEPH HOSPITAL - PROJECT FRONT DOOR
 331-359 W. SURF STREET, CHICAGO, IL 60657
 INTRODUCTION DATE: MARCH 2, 2011
 CHICAGO PLAN COMMISSION DATE: APRIL 21, 2011

EXHIBIT B-1

Legal Description of the ACC Parcel

[to be incorporated upon satisfaction of condition set forth in Section 34(c) of the Lease]

B-1-1

EXHIBIT B-2

Legal Description of the MOB Parcel

[to be incorporated upon satisfaction of condition set forth in Section 34(c) of the Lease]

B-2-1

EXHIBIT B-3

Legal Description of the Garage Parcel

[to be incorporated upon satisfaction of condition set forth in Section 34(c) of the Lease]

B-3-1

EXHIBIT B-4

Legal Description of the Common Area Parcel

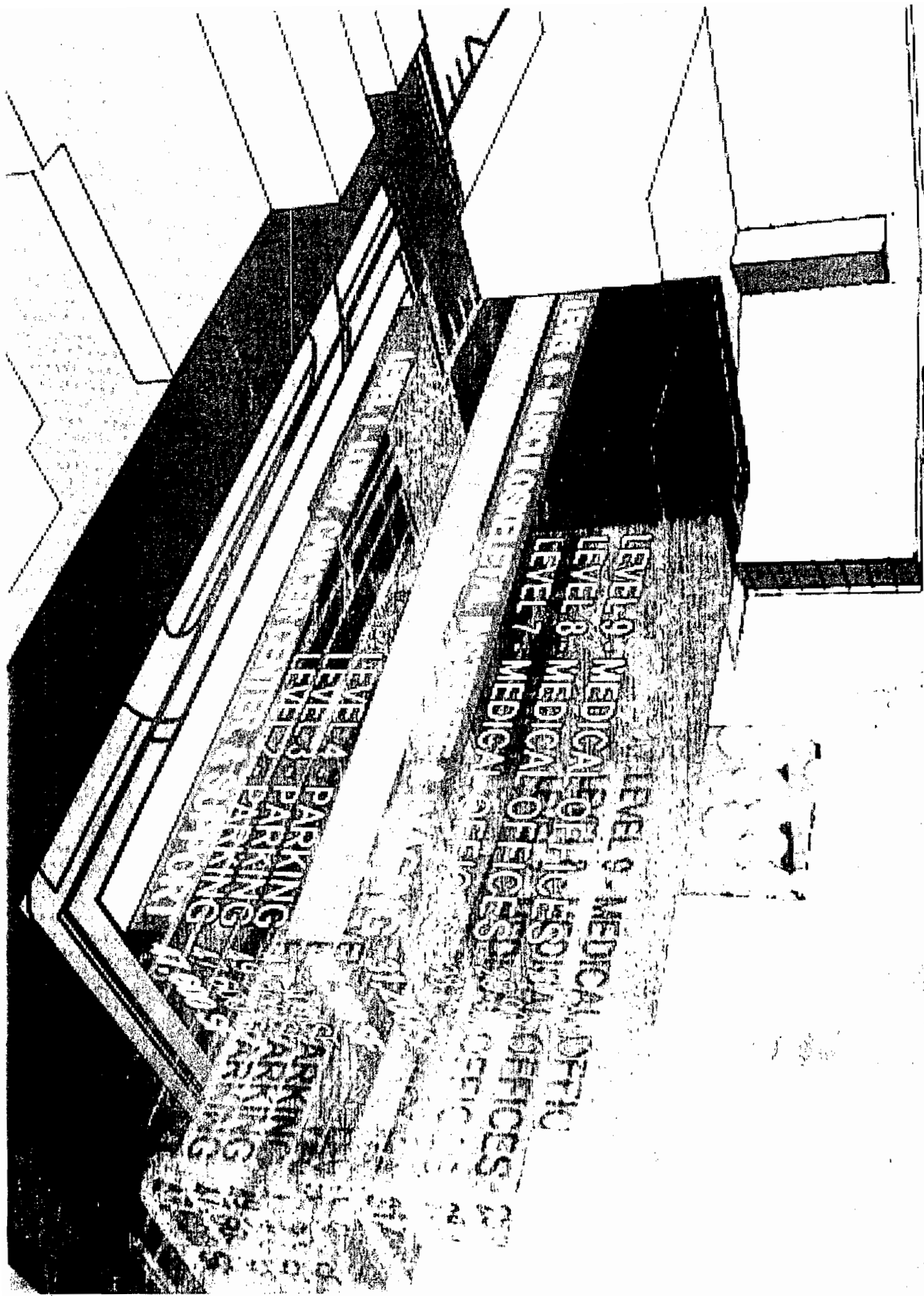
[to be incorporated upon satisfaction of condition set forth in Section 34(c) of the Lease]

B-4-1

EXHIBIT C

General Location of the Premises

C-1



LEVEL 9 - MEDICAL OFFICES
LEVEL 8 - MEDICAL OFFICES
LEVEL 7 - MEDICAL OFFICES
LEVEL 6 - MEDICAL OFFICES
LEVEL 5 - MEDICAL OFFICES
LEVEL 4 - MEDICAL OFFICES
LEVEL 3 - MEDICAL OFFICES
LEVEL 2 - MEDICAL OFFICES
LEVEL 1 - MEDICAL OFFICES
LEVEL 0 - MEDICAL OFFICES

LEVEL 4 - PARKING
LEVEL 3 - PARKING
LEVEL 2 - PARKING
LEVEL 1 - PARKING
LEVEL 0 - PARKING

EXHIBIT D

Tenant Improvement Authorization

To: Tenant Name: _____ Date Prepared: _____
Address: _____ Tenant No.: _____
City, State Zip: _____ Project Name: _____
Project No.: _____

Tenant hereby approves the Improvement Allowance calculation and Leasehold Cost as outlined below.

Approval is based on the Final Drawings dated _____ and approved by Tenant on (Date) _____.

General Requirements
Carpentry/Millwork
Doors/Frames and Hardware/Installation
Finishes
Fire Sprinklers
Plumbing and HVAC
Electrical and Fire Protection
General Contractor Fee

Construction Costs: \$ _____

Permits and Fees
Architectural and Engineering and Misc. Design Fees
Construction Contingency

Leasehold Cost: \$ _____

Less: Improvement Allowance \$ _____

Tenant's Expenses:

Total Amount Over Improvement Allowance \$ _____

Less: TI Overage Amount \$ _____

**TOTAL AMOUNT OVER IMPROVEMENT
ALLOWANCE AND TI Overage Amount
TO BE PAID BY TENANT** \$ _____

Tenant hereby approves the Leasehold Cost and authorizes Landlord to cause the construction of the Leasehold Work to commence in accordance with the terms and conditions of the Leasehold Plans. Tenant's Expenses equal the TOTAL AMOUNT OF THE LEASEHOLD COST OVER AND IN EXCESS OF THE IMPROVEMENT ALLOWANCE AND THE AMOUNT OF TI OVERAGE ALLOWANCE.

LLC
18000 West Sarah Lane, Suite 250
Brookfield, WI 53045

Saint Joseph Hospital
[Address]
[City, State Zip]

By: _____

By: _____

Date: _____	Date: _____
-------------	-------------

EXHIBIT E

Commencement Date Agreement

Re: ACC Lease Agreement ("Lease") dated _____, 20____, by and among (i) Hammes Partners Saint Joseph ACC, LLC, a Wisconsin limited liability company ("Landlord"), (ii) Presence Health Network, an Illinois not-for-profit corporation ("Presence"), and (iii) Presence Saint Joseph Hospital - Chicago, an Illinois not-for-profit corporation ("Saint Joseph"; Presence and Saint Joseph, jointly and severally, "Tenant")

Premises: 100% of the ACC portion of the Building located on the first, fifth and sixth floors.

Tenant hereby acknowledges that the Premises are Substantially Complete (as described in the Project Work Letter), Landlord has delivered possession of the Premises to Tenant and Tenant has accepted possession of the Premises from Landlord.

1. The Term (as such term is defined in the Lease) commenced on, and the Commencement Date (as such term is defined in the Lease) is _____, 20____. The Expiration Date (as such term is defined in the Lease) shall be _____, 20____ unless Tenant exercises any option to extend the Term of the Lease or unless the Lease terminates earlier as provided in the Lease.

2. The Premises (as such term is defined in the Lease) is deemed to be _____ (_____) rentable square feet.

3. The Premises is deemed to be _____ (_____) usable square feet.

4. The Base Rent shall be _____ and ____/100ths Dollars (\$_____) per year or _____ and ____/100ths Dollars (\$_____) per month.

5. The Supplemental Rent shall be _____ and ____/100ths Dollars (\$_____) per year or _____ and ____/100ths Dollars (\$_____) per month.

6. The Building (as such term is defined in the Lease) is deemed to be _____ (_____) rentable square feet.

7. Tenant's Proportionate Share (as defined in the Lease) is _____ percent (_____%).

8. As of the date hereof, Landlord has fulfilled all of its obligations under the Lease (including, without limitation, the Tenant Improvement Authorization as outlined in **Exhibit D**) and the Project Work Letter.

9. There are no offsets or credits against Base Rent, Additional Rent or Supplemental Rent (as such terms are defined in the Lease).

IN WITNESS WHEREOF, the parties hereto agree to the terms as outlined in this Commencement Date Agreement, executed this _____ day of _____, 20____.

LANDLORD:

HAMMES PARTNERS SAINT JOSEPH ACC, LLC,
a Wisconsin limited liability company

By: _____
Todd W. Kibler, Secretary

TENANT:

PRESENCE HEALTH NETWORK,
an Illinois not-for-profit corporation

By: _____
Name: _____
Title: _____

PRESENCE SAINT JOSEPH HOSPITAL-CHICAGO,
an Illinois not-for-profit corporation

By: _____
Name: _____
Title: _____

EXHIBIT F

Rules and Regulations

Tenant covenants that the following rules and regulations, which may be amended and/or supplemented from time to time by Landlord, relating to the Building and the Premises shall be faithfully observed by Tenant, its employees, agents, patients and invitees:

- (a) The entry, passages, elevators and stairways may be used for ingress and egress only.
- (b) Space for admitting natural light into any public area of the Building shall not be covered or obstructed by Tenant.
- (c) Landlord reserves the right to determine the number of letters allowed Tenant on any directory Landlord maintains.
- (d) Tenant shall obtain approval from Landlord, prior to installation, of all types of window shades, blinds, drapes, solar film, canopies and other similar equipment that may be visible from the exterior of the Building, and Tenant agrees to maintain such window treatments in a good and attractive condition.
- (e) No space heaters or other heating or cooling devices (other than those provided by Landlord) shall be used without Tenant obtaining the prior written approval of Landlord. All such devices approved shall be UL listed and be inspected at Tenant's expense and tagged as safe for operation annually by a licensed electrician.
- (f) Tenant shall not place any vending or dispensing machines of any kind in or about the Premises without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed.
- (g) Landlord will furnish Tenant with two (2) keys for the Premises and one (1) for each appropriate restroom. All additional keys will be at Tenant's expense. If Landlord furnishes Tenant a key or other method of entry to any entry door of the Building, Tenant agrees to lock such entry door immediately upon entering and leaving the Building during such hours as the Building is closed, and Tenant shall be responsible for any and all damage and/or injury to person and/or property resulting from Tenant's neglecting to lock said door as aforesaid. All such keys in Tenant's possession or known by Tenant to be in existence shall be delivered to Landlord at the termination of the Term of the Lease. Tenant shall not place any additional lock on any door in the Building, and doors leading to the corridors or main halls shall be kept closed at all times except when in use for ingress and egress. All doors for the Premises shall be on the Building master key, including the entrance door and all interior doors, and each suite shall be separately keyed.
- (h) Landlord may require all persons entering and/or leaving the Building on Saturdays, Sundays and/or holidays and on other days between the hours of 6:00 p.m. and 7:00 a.m. to register with the Building attendant or custodian (if any) by signing his name, writing his designation in the Building and the time of entry and actual or anticipated departure. Landlord may deny entry during such hours to any person who fails satisfactorily to provide proof of identity.
- (i) Building Standard Hours of Operation shall be from 7:00 a.m. to 6:00 p.m. Mondays through Fridays, and 9:00 a.m. to 1:00 p.m. on Saturdays excepting Legal Holidays, which shall include only New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day ("Legal Holidays").

- (j) No cooking shall be done or permitted by Tenant on the Premises (except for coffee machines and microwaves). Tenant shall not cause or permit any unusual or objectionable odors to be produced upon or to emanate from the Premises.
- (k) Canvassing, soliciting and peddling in the Building are prohibited, and Tenant shall cooperate to prevent the same.
- (l) All vehicles used by Tenant's doctors and employees may be required to display decals and shall be parked only in such areas as may be designated by Landlord. Tenant shall furnish to Landlord the license number of all such vehicles.
- (m) Tenant agrees not to install any exterior lighting, amplifiers or similar devices for use in or about the Premises or any advertising medium which may be heard or seen outside the Premises.
- (n) Tenant shall not obstruct or use for storage, or for any other purpose other than ingress and egress, the entrances, passages, courts, corridors, vestibules, halls, elevators and stairways of the Building. Medical specimen boxes shall not be placed in the hallways during Building Standard Hours of Operation, and in no event shall medical specimen boxes ever be placed on the suite entrance/exit door. Trash (including boxes) shall not be placed in the Common Area hallways or stairwells for pick-up, but shall be broken down and flattened, marked as trash and retained in the Premises for pick-up by the Building janitorial staff.
- (o) The toilets, urinals and other plumbing systems shall not be used for any other purpose than those for which they were constructed, and Tenant agrees to pay the expense of any breakage, stoppage or damage resulting from a violation of this rule by Tenant or its agents, servants, employees or visitors.
- (p) All alterations, renovations or construction can be performed by Tenant only in accordance with the requirements of the Lease. The use of elevators for removal of construction debris and bringing in or removing supplies shall be approved by Landlord or the Building engineer. Any noisy construction activity that might disturb other tenants shall be accomplished before or after Building Standard Hours of Operation. Contractors shall be required to clean up the construction area at Tenant's expense, and any additional cleaning performed by the Building janitorial service due to construction shall be paid by Tenant.
- (q) Landlord reserves the right to approve the weight, size and location of all heavy fixtures, equipment and other property brought into the Premises. All moving must be done under the supervision of Landlord, and Landlord reserves the right to approve the time that any moving shall be conducted. Landlord reserves the right to require that all heavy or bulky articles be moved or removed only before or after Building Standard Hours of Operation. All damage done in the Building by Tenant's moving or removing of property shall be repaired at the sole cost and expense of Tenant.
- (r) Maintenance personnel shall not perform, nor shall Tenant request maintenance personnel to perform, the following: (i) new inner-suite construction; (ii) inner-suite wall repair, paint, wallpaper, etc.; (iii) computer or other office system moving and/or installation or reinstallation; (iv) modifications to inter-suite wall systems, heating and air-conditioning, plumbing and lights; (v) carpentry; (vi) floor or floor covering repair/replacement; (vii) repair of computers, typewriters and other office equipment; (viii) moving of any Tenant property, including

furniture, office equipment, computers, etc.; and (ix) picture hanging and other office decorations.

- (s) Only artificial trees may be displayed in suites during holiday periods. All other holiday decorations shall be either non-combustible or flame resistant in accordance with the National Fire Prevention Code.