

ILLINOIS HEALTH FACILITIES AND SERVICES REVIEW BOARD
APPLICATION FOR CHANGE OF OWNERSHIP EXEMPTION

SECTION I. IDENTIFICATION, GENERAL INFORMATION, AND CERTIFICATION

This Section must be completed for all projects.**Facility/Project Identification**

Facility Name: River North Center for Reproductive Health		
Street Address: 361 West Chestnut Street		
City and Zip Code: Chicago, Illinois 60610		
County: Cook	Health Service Area: HSA 6	Health Planning Area: 030

Legislators

State Senator Name: Patricia Van Pelt
State Representative Name: Lakesia Collins

Applicant(s) [Provide for each applicant (refer to Part 1130.220)]

Exact Legal Name: River North Surgery Center, LLC d/b/a River North Center for Reproductive Health
Street Address: 2555 Patriot Boulevard
City and Zip Code: Glenview, Illinois 60026
Name of Registered Agent: Christopher S. Sipe, M.D.
Registered Agent Street Address: 2555 Patriot Boulevard
Registered Agent City and Zip Code: Glenview, Illinois 60026
Name of Chief Executive Officer: Christopher S. Sipe, M.D.
CEO Street Address: 2555 Patriot Boulevard
CEO City and Zip Code: Glenview, Illinois 60026
CEO Telephone Number: 844-213-6752

Type of Ownership of Applicants

<input type="checkbox"/> Non-profit Corporation	<input type="checkbox"/> Partnership
<input type="checkbox"/> For-profit Corporation	<input type="checkbox"/> Governmental
<input checked="" type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Sole Proprietorship
Other <input type="checkbox"/>	
<ul style="list-style-type: none"> Corporations and limited liability companies must provide an Illinois certificate of good standing. Partnerships must provide the name of the state in which they are organized and the name and address of each partner specifying whether each is a general or limited partner. 	
APPEND DOCUMENTATION AS ATTACHMENT 1 IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.	

Primary Contact [Person to receive ALL correspondence or inquiries]

Name: Kara M. Friedman
Title: Attorney
Company Name: Polsinelli PC
Address: 150 North Riverside Plaza, Suite 3000, Chicago, Illinois
Telephone Number: 312-873-3639
E-mail Address: kfriedman@polsinelli.com
Fax Number:

Facility/Project Identification

Facility Name: River North Center for Reproductive Health		
Street Address: 361 West Chestnut Street		
City and Zip Code: Chicago, Illinois 60610		
County: Cook	Health Service Area: HSA 6	Health Planning Area: 030

Legislators

State Senator Name: Patricia Van Pelt
State Representative Name: Lakesia Collins

Applicant(s) [Provide for each applicant (refer to Part 1130.220)]

Exact Legal Name: Fertility Centers of Illinois, PLLC.
Street Address: 2555 Patriot Boulevard
City and Zip Code: Glenview, Illinois 60026
Name of Registered Agent: Christopher S. Sipe
Registered Agent Street Address: 2555 Patriot Boulevard
Registered Agent City and Zip Code: Glenview, Illinois 60026
Name of Chief Executive Officer: Myles Greenberg, M.D.
CEO Street Address: 2555 Patriot Boulevard
CEO City and Zip Code: Glenview, Illinois 60026
CEO Telephone Number: 844-213-6752

Type of Ownership of Applicants

<input type="checkbox"/> Non-profit Corporation	<input type="checkbox"/> Partnership
<input type="checkbox"/> For-profit Corporation	<input type="checkbox"/> Governmental
<input checked="" type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Sole Proprietorship
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County: Cook	Health Service Area: HSA 6	Health Planning Area: 030

Legislators

State Senator Name: Patricia Van Pelt
State Representative Name: Lakesia Collins

Applicant(s) [Provide for each applicant (refer to Part 1130.220)]

Exact Legal Name: US Fertility, LLC
Street Address: 9600 Blackwell Road, Suite 500
City and Zip Code: Rockville, Maryland 20850
Name of Registered Agent: CT Corporation System
Registered Agent Street Address: 208 South LaSalle Street, Suite 814
Registered Agent City and Zip Code: Chicago, Illinois 60604
Name of Chief Executive Officer: Mark Segal
CEO Street Address: 9600 Blackwell Road, Suite 500
CEO City and Zip Code: Rockville, Maryland 20850
CEO Telephone Number:

Type of Ownership of Applicants

<input type="checkbox"/> Non-profit Corporation	<input type="checkbox"/> Partnership
<input type="checkbox"/> For-profit Corporation	<input type="checkbox"/> Governmental
<input checked="" type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Sole Proprietorship
<input type="checkbox"/> Other	

☐ Corporations and limited liability companies must provide an **Illinois certificate of good standing**.
☐ Partnerships must provide the name of the state in which they are organized and the name and address of each partner specifying whether each is a general or limited partner.

APPEND DOCUMENTATION AS ATTACHMENT 1 IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

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Facility/Project Identification

Facility Name: River North Center for Reproductive Health		
Street Address: 361 West Chestnut Street		
City and Zip Code: Chicago, Illinois 60610		
County: Cook	Health Service Area: HSA 6	Health Planning Area: 030

Legislators

State Senator Name: Patricia Van Pelt
State Representative Name: Lakesia Collins

Applicant(s) [Provide for each applicant (refer to Part 1130.220)]

Exact Legal Name: US Fertility Holdings, LLC
Street Address: 9600 Blackwell Road, Suite 500
City and Zip Code: Rockville, Maryland 20850
Name of Registered Agent: CT Corporation System
Registered Agent Street Address: Corporation Trust Center 1209 Orange Street
Registered Agent City and Zip Code: Wilmington, Delaware 19801
Name of Chief Executive Officer: Mark Segal
CEO Street Address: 9600 Blackwell Road, Suite 500
CEO City and Zip Code: Rockville, Maryland 20850
CEO Telephone Number:

Type of Ownership of Applicants

<input type="checkbox"/> Non-profit Corporation	<input type="checkbox"/> Partnership
<input type="checkbox"/> For-profit Corporation	<input type="checkbox"/> Governmental
<input checked="" type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Sole Proprietorship
Other	<input type="checkbox"/>

- Corporations and limited liability companies must provide an **Illinois certificate of good standing**.
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Telephone Number: 312-873-3639
E-mail Address: kfriedman@polsinelli.com
Fax Number:

Additional Contact [Person who is also authorized to discuss the Application]

Name:
Title:
Company Name:
Address:
Telephone Number:
E-mail Address:
Fax Number:

Post Exemption Contact

[Person to receive all correspondence subsequent to exemption issuance-**THIS PERSON MUST BE EMPLOYED BY THE LICENSED HEALTH CARE FACILITY AS DEFINED AT 20 ILCS 3960**]

Name: Kara M. Friedman
Title: Attorney
Company Name: Polsinelli PC
Address: 150 North Riverside Plaza, Suite 3000, Chicago, Illinois
Telephone Number: 312-873-3639
E-mail Address: kfriedman@polsinelli.com
Fax Number:

Site Ownership after the Project is Complete

[Provide this information for each applicable site]

Exact Legal Name of Site Owner: 361 Chestnut LLC
Address of Site Owner: 55 East Jackson Boulevard, Suite 500, Chicago, Illinois 60604
Street Address or Legal Description of the Site: Proof of ownership or control of the site is to be provided as Attachment 2. Examples of proof of ownership are property tax statements, tax assessor's documentation, deed, notarized statement of the corporation attesting to ownership, an option to lease, a letter of intent to lease, or a lease.
APPEND DOCUMENTATION AS ATTACHMENT 2, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

Current Operating Identity/Licensee

[Provide this information for each applicable facility and insert after this page.]

Exact Legal Name: River North Surgery Center d/b/a River North Center for Reproductive Health		
Address: 2555 Patriot Boulevard, Glenview, Illinois 60026		
<input type="checkbox"/> Non-profit Corporation <input type="checkbox"/> For-profit Corporation <input checked="" type="checkbox"/> Limited Liability Company <input type="checkbox"/> Other	<input type="checkbox"/> Partnership <input type="checkbox"/> Governmental <input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/>

Operating Identity/Licensee after the Project is Complete

[Provide this information for each applicable facility and insert after this page.]

Exact Legal Name: River North Surgery Center d/b/a River North Center for Reproductive Health	
Address: 2555 Patriot Boulevard, Glenview, Illinois 60026	
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<ul style="list-style-type: none"> ○ Corporations and limited liability companies must provide an Illinois Certificate of Good Standing. ○ Partnerships must provide the name of the state in which organized and the name and address of each partner specifying whether each is a general or limited partner. ○ Persons with 5 percent or greater interest in the licensee must be identified with the % of ownership. 	
APPEND DOCUMENTATION AS ATTACHMENT 3, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.	

Organizational Relationships

Provide (for each applicant) an organizational chart containing the name and relationship of any person or entity who is related (as defined in Part 1130.140). If the related person or entity is participating in the development or funding of the project, describe the interest and the amount and type of any financial contribution.
APPEND DOCUMENTATION AS ATTACHMENT 4, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

Narrative Description

In the space below, provide a brief narrative description of the change of ownership. Explain **WHAT** is to be done in **State Board defined terms**, **NOT WHY** it is being done. If the project site does NOT have a street address, include a legal description of the site.

The Applicants seek authority from the Illinois Health Facilities and Services Review Board ("State Board") for the restructure of River North Center for Reproductive Health (the "ASC"). The operator/licensee of the ambulatory surgery center will remain River North Surgery Center, LLC, which will be a wholly owned subsidiary of Fertility Centers of Illinois, PLLC ("FCI"), which was also a co-applicant on the certificate of need application (Proj. No. 19-003), and therefore is a permit holder. FCI is affiliated with US Fertility, LLC ("US Fertility"), which provides non-clinical administrative support to FCI pursuant to a business support services agreement ("BSSA"). After completion of the transaction and under the terms of that BSSA, the ASC will be a variable interest entity of U.S. Fertility.

Related Project Costs

Provide the following information, as applicable, with respect to any land related to the project that will be or has been acquired during the last two calendar years:

Land acquisition is related to project ☐ Yes ☒ No

Purchase Price: \$ _____

Fair Market Value: \$ _____

Project Status and Completion Schedules

Outstanding Permits: Does the facility have any projects for which the State Board issued a permit that is not complete? Yes X No _____. If yes, indicate the projects by project number and whether the project will be complete when the exemption that is the subject of this application is complete.

River North Center for Reproductive Health (Proj. No. 19-003) – The State Board approved a 24 month renewal of the permit and a new project completion date of June 30, 2023. _____

Anticipated exemption completion date (refer to Part 1130.570): December 31, 2021, or as soon thereafter as all closing conditions have been satisfied.

State Agency Submittals

Are the following submittals up to date as applicable:

☐ Cancer Registry – NOT APPLICABLE

☐ APORS – NOT APPLICABLE

☐ All formal document requests such as IDPH Questionnaires and Annual Bed Reports been submitted – NOT APPLICABLE

☒ All reports regarding outstanding permits

Failure to be up to date with these requirements will result in the Application being deemed incomplete.

CERTIFICATION

The application must be signed by the authorized representative(s) of the applicant entity. The authorized representative(s) are:

- in the case of a corporation, any two of its officers or members of its Board of Directors;
- in the case of a limited liability company, any two of its managers or members (or the sole manager or member when two or more managers or members do not exist);
- in the case of a partnership, two of its general partners (or the sole general partner, when two or more general partners do not exist);
- in the case of estates and trusts, two of its beneficiaries (or the sole beneficiary when two or more beneficiaries do not exist); and
- in the case of a sole proprietor, the individual that is the proprietor.

This Application for Permit is filed on the behalf of River North Surgery Center, LLC d/b/a River North Center for Reproductive Health* in accordance with the requirements and procedures of the Illinois Health Facilities Planning Act. The undersigned certifies that he or she has the authority to execute and file this application for permit on behalf of the applicant entity. The undersigned further certifies that the data and information provided herein, and appended hereto, are complete and correct to the best of his or her knowledge and belief. The undersigned also certifies that the permit application fee required for this application is sent herewith or will be paid upon request.


 SIGNATURE

Christopher S. Sipe, M.D.

PRINTED NAME

 Manager, Fertility Surgical Partners LLC,
 Member-Manager, River North Surgery
 Center, LLC

PRINTED TITLE

Notarization:

 Subscribed and sworn to before me
 this ____ day of ____

Signature of Notary

Seal

SIGNATURE

PRINTED NAME

PRINTED TITLE

Notarization:

 Subscribed and sworn to before me
 this ____ day of ____

Signature of Notary

Seal

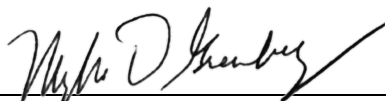
*Insert EXACT legal name of the applicant

CERTIFICATION

The application must be signed by the authorized representative(s) of the applicant entity. The authorized representative(s) are:

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- in the case of a limited liability company, any two of its managers or members (or the sole manager or member when two or more managers or members do not exist);
- in the case of a partnership, two of its general partners (or the sole general partner, when two or more general partners do not exist);
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This Application for Permit is filed on the behalf of Fertility Centers of Illinois, PLLC* in accordance with the requirements and procedures of the Illinois Health Facilities Planning Act. The undersigned certifies that he or she has the authority to execute and file this application for permit on behalf of the applicant entity. The undersigned further certifies that the data and information provided herein, and appended hereto, are complete and correct to the best of his or her knowledge and belief. The undersigned also certifies that the permit application fee required for this application is sent herewith or will be paid upon request.



SIGNATURE

Myles Greenberg, M.D.

PRINTED NAME

President

PRINTED TITLE

Notarization:

Subscribed and sworn to before me
this ____ day of _____

Signature of Notary

Seal

SIGNATURE

PRINTED NAME

PRINTED TITLE

Notarization:

Subscribed and sworn to before me
this ____ day of _____

Signature of Notary

Seal

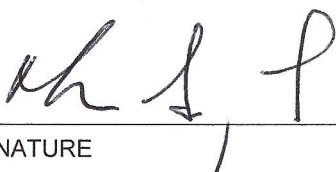
*Insert EXACT legal name of the applicant

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- in the case of a limited liability company, any two of its managers or members (or the sole manager or member when two or more managers or members do not exist);
- in the case of a partnership, two of its general partners (or the sole general partner, when two or more general partners do not exist);
- in the case of estates and trusts, two of its beneficiaries (or the sole beneficiary when two or more beneficiaries do not exist); and
- in the case of a sole proprietor, the individual that is the proprietor.

This Application for Permit is filed on the behalf of US Fertility, LLC* in accordance with the requirements and procedures of the Illinois Health Facilities Planning Act. The undersigned certifies that he or she has the authority to execute and file this application for permit on behalf of the applicant entity. The undersigned further certifies that the data and information provided herein, and appended hereto, are complete and correct to the best of his or her knowledge and belief. The undersigned also certifies that the permit application fee required for this application is sent herewith or will be paid upon request.



SIGNATURE

Mark Segal

PRINTED NAME

Chief Executive Officer

PRINTED TITLE

Notarization:

Subscribed and sworn to before me
this ____ day of _____

Signature of Notary

Seal

SIGNATURE

PRINTED NAME

PRINTED TITLE

Notarization:

Subscribed and sworn to before me
this ____ day of _____

Signature of Notary

Seal

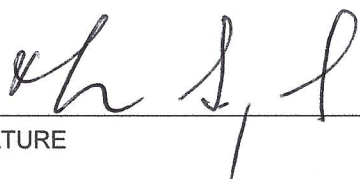
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CERTIFICATION

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- in the case of a limited liability company, any two of its managers or members (or the sole manager or member when two or more managers or members do not exist);
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- in the case of estates and trusts, two of its beneficiaries (or the sole beneficiary when two or more beneficiaries do not exist); and
- in the case of a sole proprietor, the individual that is the proprietor.

This Application for Permit is filed on the behalf of US Fertility Holdings, LLC* in accordance with the requirements and procedures of the Illinois Health Facilities Planning Act. The undersigned certifies that he or she has the authority to execute and file this application for permit on behalf of the applicant entity. The undersigned further certifies that the data and information provided herein, and appended hereto, are complete and correct to the best of his or her knowledge and belief. The undersigned also certifies that the permit application fee required for this application is sent herewith or will be paid upon request.



SIGNATURE

Mark Segal

PRINTED NAME

Chief Executive Officer

PRINTED TITLE

Notarization:

Subscribed and sworn to before me
this ____ day of ____

Signature of Notary

Seal

SIGNATURE

PRINTED NAME

PRINTED TITLE

Notarization:

Subscribed and sworn to before me
this ____ day of ____

Signature of Notary

Seal

*Insert EXACT legal name of the applicant

SECTION II. BACKGROUND.**BACKGROUND OF APPLICANT**

1. A listing of all health care facilities owned or operated by the applicant, including licensing, and certification if applicable.
2. A listing of all health care facilities currently owned and/or operated in Illinois, by any corporate officers or directors, LLC members, partners, or owners of at least 5% of the proposed health care facility.
3. A certified listing of any adverse action taken against any facility owned and/or operated by the applicant, directly or indirectly, during the three years prior to the filing of the application. Please provide information for each applicant, including corporate officers or directors, LLC members, partners and owners of at least 5% of the proposed facility. A health care facility is considered owned or operated by every person or entity that owns, directly or indirectly, an ownership interest.
4. Authorization permitting HFSRB and DPH access to any documents necessary to verify the information submitted, including, but not limited to: official records of DPH or other State agencies; the licensing or certification records of other states, when applicable; and the records of nationally recognized accreditation organizations. **Failure to provide such authorization shall constitute an abandonment or withdrawal of the application without any further action by HFSRB.**
5. If, during a given calendar year, an applicant submits more than one Application, the documentation provided with the prior applications may be utilized to fulfill the information requirements of this criterion. In such instances, the applicant shall attest that the information was previously provided, cite the project number of the prior application, and certify that no changes have occurred regarding the information that has been previously provided. The applicant is able to submit amendments to previously submitted information, as needed, to update and/or clarify data.

APPEND DOCUMENTATION AS ATTACHMENT 5, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM. EACH ITEM (1-4) MUST BE IDENTIFIED IN ATTACHMENT 5.

SECTION III. CHANGE OF OWNERSHIP (CHOW)**Transaction Type. Check the Following that Applies to the Transaction:**

- ☐ Purchase resulting in the issuance of a license to an entity different from current licensee.
- ☐ Lease resulting in the issuance of a license to an entity different from current licensee.
- ☐ Stock transfer resulting in the issuance of a license to a different entity from current licensee.
- ☒ Stock transfer resulting in no change from current licensee.
- ☐ Assignment or transfer of assets resulting in the issuance of a license to an entity different from the current licensee.
- ☐ Assignment or transfer of assets not resulting in the issuance of a license to an entity different from the current licensee.
- ☐ Change in membership or sponsorship of a not-for-profit corporation that is the licensed entity.
- ☐ Change of 50% or more of the voting members of a not-for-profit corporation's board of directors that controls a health care facility's operations, license, certification or physical plant and assets.
- ☐ Change in the sponsorship or control of the person who is licensed, certified or owns the physical plant and assets of a governmental health care facility.
- ☐ Sale or transfer of the physical plant and related assets of a health care facility not resulting in a change of current licensee.
- ☐ Change of ownership among related persons resulting in a license being issued to an entity different from the current licensee
- ☐ Change of ownership among related persons that does not result in a license being issued to an entity different from the current licensee.
- ☐ Any other transaction that results in a person obtaining control of a health care facility's operation or physical plant and assets and explain in "Narrative Description."

1130.520 Requirements for Exemptions Involving the Change of Ownership of a Health Care Facility

1. Prior to acquiring or entering into a contract to acquire an existing health care facility, a person shall submit an application for exemption to HFSRB, submit the required application-processing fee (see Section 1130.230) and receive approval from HFSRB.
2. If the transaction is not completed according to the key terms submitted in the exemption application, a new application is required.
3. READ the applicable review criteria outlined below and **submit the required documentation (key terms) for the criteria:**

APPLICABLE REVIEW CRITERIA	CHOW
1130.520(b)(1)(A) - Names of the parties	X
1130.520(b)(1)(B) - Background of the parties, which shall include proof that the applicant is fit, willing, able, and has the qualifications, background and character to adequately provide a proper standard of health service for the community by certifying that no adverse action has been taken against the applicant by the federal government, licensing or certifying bodies, or any other agency of the State of Illinois against any health care facility owned or operated by the applicant, directly or indirectly, within three years preceding the filing of the application.	X
1130.520(b)(1)(C) - Structure of the transaction	X
1130.520(b)(1)(D) - Name of the person who will be licensed or certified entity after the transaction	
1130.520(b)(1)(E) - List of the ownership or membership interests in such licensed or certified entity both prior to and after the transaction, including a description of the applicant's organizational structure with a listing of controlling or subsidiary persons.	X
1130.520(b)(1)(F) - Fair market value of assets to be transferred.	X
1130.520(b)(1)(G) - The purchase price or other forms of consideration to be provided for those assets. [20 ILCS 3960/8.5(a)]	X
1130.520(b)(2) - Affirmation that any projects for which permits have been issued have been completed or will be completed or altered in accordance with the provisions of this Section	X
1130.520(b)(3) - If the ownership change is for a hospital, affirmation that the facility will not adopt a more restrictive charity care policy than the policy that was in effect one year prior to the transaction. The hospital must provide affirmation that the compliant charity care policy will remain in effect for a two-year period following the change of ownership transaction	X

ILLINOIS HEALTH FACILITIES AND SERVICES REVIEW BOARD
CHANGE OF OWNERSHIP APPLICATION FOR EXEMPTION- 04/2021 Edition

APPLICABLE REVIEW CRITERIA	CHOW
1130.520(b)(4) - A statement as to the anticipated benefits of the proposed changes in ownership to the community	X
1130.520(b)(5) - The anticipated or potential cost savings, if any, that will result for the community and the facility because of the change in ownership;	X
1130.520(b)(6) - A description of the facility's quality improvement program mechanism that will be utilized to assure quality control;	X
1130.520(b)(7) - A description of the selection process that the acquiring entity will use to select the facility's governing body;	X
1130.520(b)(9)- A description or summary of any proposed changes to the scope of services or levels of care currently provided at the facility that are anticipated to occur within 24 months after acquisition.	X
APPEND DOCUMENTATION AS <u>ATTACHMENT 6</u> , IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.	

SECTION IV.CHARITY CARE INFORMATION

1. All applicants and co-applicants shall indicate the amount of charity care for the latest three **audited** fiscal years, the cost of charity care and the ratio of that charity care cost to net patient revenue.
2. If the applicant owns or operates one or more facilities, the reporting shall be for each individual facility located in Illinois. If charity care costs are reported on a consolidated basis, the applicant shall provide documentation as to the cost of charity care; the ratio of that charity care to the net patient revenue for the consolidated financial statement; the allocation of charity care costs; and the ratio of charity care cost to net patient revenue for the facility under review.
3. If the applicant is not an existing facility, it shall submit the facility's projected patient mix by payer source, anticipated charity care expense and projected ratio of charity care to net patient revenue by the end of its second year of operation.

Charity care" means care provided by a health care facility for which the provider does not expect to receive payment from the patient or a third-party payer (20 ILCS 3960/3). Charity Care must be provided at cost.

A table in the following format must be provided for all facilities as part of Attachment 7.

CHARITY CARE			
	Year	Year	Year
Net Patient Revenue			
Amount of Charity Care (charges)			
Cost of Charity Care			

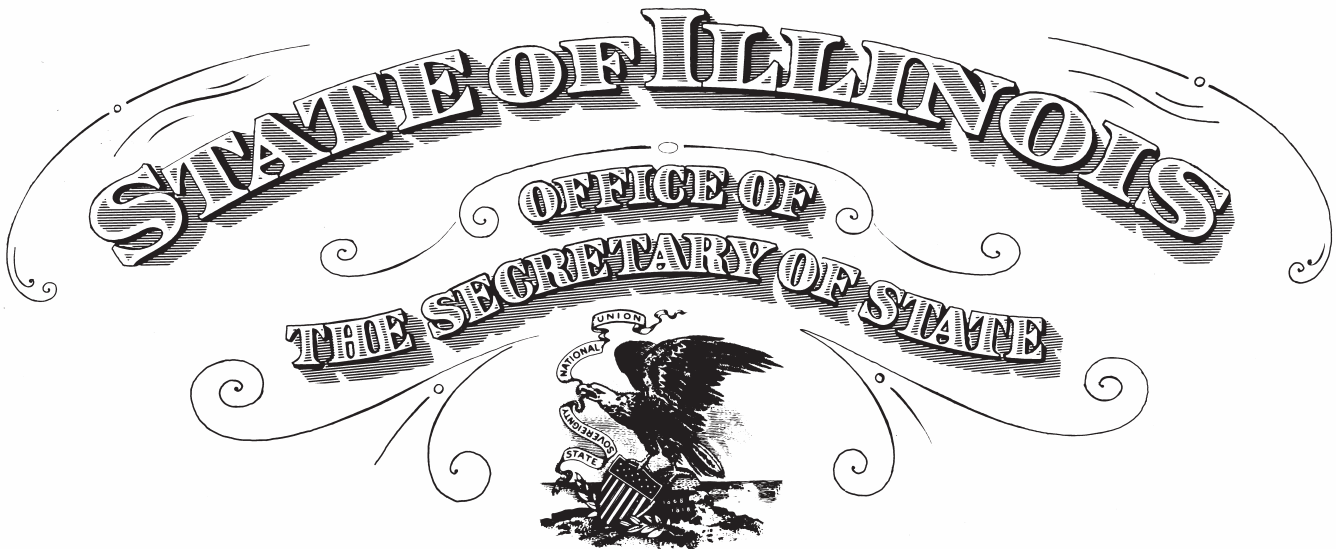
APPEND DOCUMENTATION AS ATTACHMENT 7, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

Section I, Identification, General Information, and Certification
Applicants

Certificates of Good Standing for River North Surgery, Center, LLC, Fertility Centers of Illinois, PLLC, US Fertility, LLC, and US Fertility Holdings, LLC (collectively, the “Applicants”) are attached at Attachment – 1.

File Number

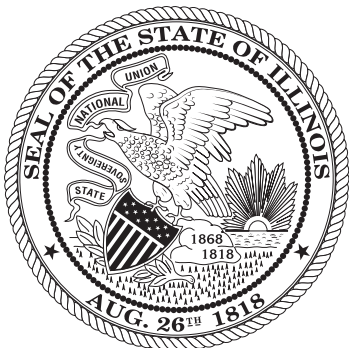
0406815-7



To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that

RIVER NORTH SURGERY CENTER, LLC, A DELAWARE LIMITED LIABILITY COMPANY HAVING OBTAINED ADMISSION TO TRANSACT BUSINESS IN ILLINOIS ON SEPTEMBER 28, 2012, APPEARS TO HAVE COMPLIED WITH ALL PROVISIONS OF THE LIMITED LIABILITY COMPANY ACT OF THIS STATE, AND AS OF THIS DATE IS IN GOOD STANDING AS A FOREIGN LIMITED LIABILITY COMPANY ADMITTED TO TRANSACT BUSINESS IN THE STATE OF ILLINOIS.



In Testimony Whereof, I hereto set
my hand and cause to be affixed the Great Seal of
the State of Illinois, this 12TH
day of MAY A.D. 2021 .

Jesse White

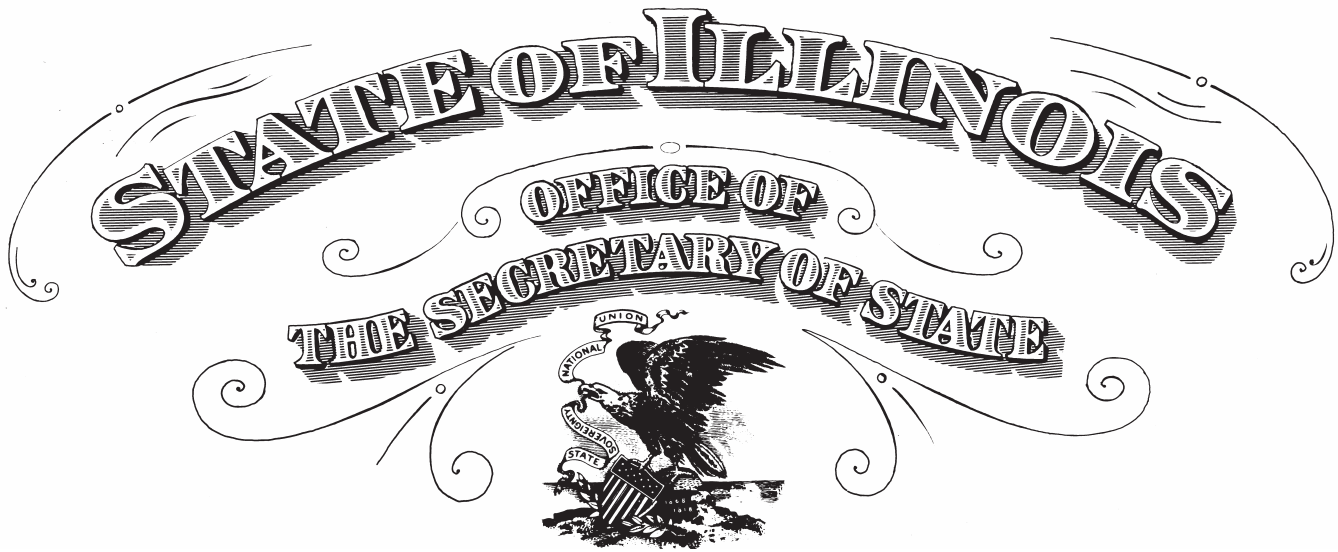
SECRETARY OF STATE

Authentication #: 2113201368 verifiable until 05/12/2022

Authenticate at: <http://www.cyberdriveillinois.com>

File Number

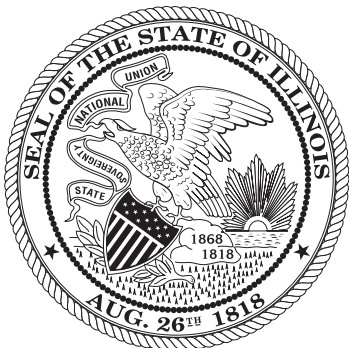
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To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that

FERTILITY CENTERS OF ILLINOIS, PLLC, HAVING ORGANIZED IN THE STATE OF ILLINOIS ON FEBRUARY 28, 2021, APPEARS TO HAVE COMPLIED WITH ALL PROVISIONS OF THE LIMITED LIABILITY COMPANY ACT OF THIS STATE, AND AS OF THIS DATE IS IN GOOD STANDING AS A DOMESTIC LIMITED LIABILITY COMPANY IN THE STATE OF ILLINOIS.



In Testimony Whereof, I hereto set
my hand and cause to be affixed the Great Seal of
the State of Illinois, this 12TH
day of MAY A.D. 2021 .

Jesse White

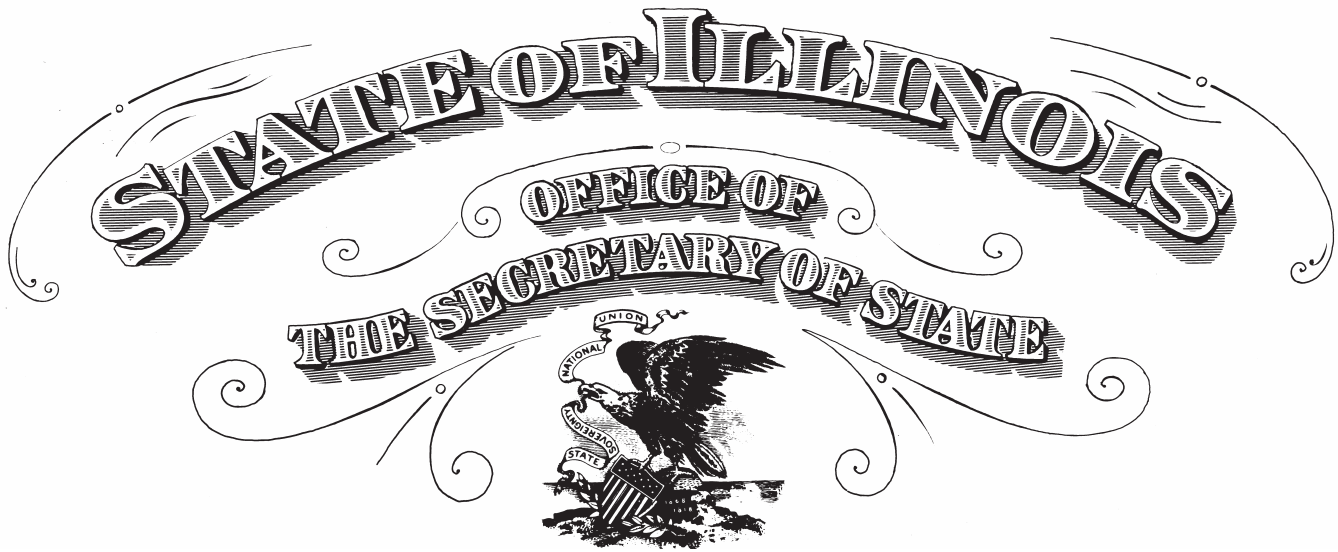
SECRETARY OF STATE

Authentication #: 2113201418 verifiable until 05/12/2022

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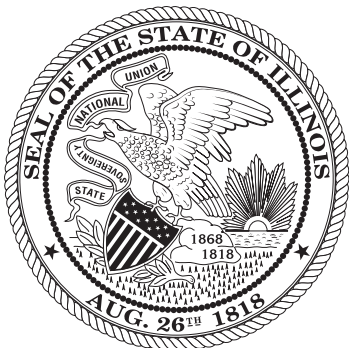
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To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that

US FERTILITY, LLC, A DELAWARE LIMITED LIABILITY COMPANY HAVING OBTAINED ADMISSION TO TRANSACT BUSINESS IN ILLINOIS ON AUGUST 17, 2020, APPEARS TO HAVE COMPLIED WITH ALL PROVISIONS OF THE LIMITED LIABILITY COMPANY ACT OF THIS STATE, AND AS OF THIS DATE IS IN GOOD STANDING AS A FOREIGN LIMITED LIABILITY COMPANY ADMITTED TO TRANSACT BUSINESS IN THE STATE OF ILLINOIS.



In Testimony Whereof, I hereto set
my hand and cause to be affixed the Great Seal of
the State of Illinois, this 12TH
day of MAY A.D. 2021 .

Jesse White

SECRETARY OF STATE

Authentication #: 2113201466 verifiable until 05/12/2022

Authenticate at: <http://www.cyberdriveillinois.com>

Delaware

Page 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "US FERTILITY HOLDINGS, LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE TWELFTH DAY OF MAY, A.D. 2021.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE BEEN PAID TO DATE.



3126931 8300

SR# 20211730109

You may verify this certificate online at corp.delaware.gov/authver.shtmlA handwritten signature of Jeffrey W. Bullock in black ink, written over a horizontal line. Below the line, the text "Jeffrey W. Bullock, Secretary of State" is printed.

Jeffrey W. Bullock, Secretary of State

Authentication: 203184360

Date: 05-12-21

Section I, Identification, General Information, and Certification
Site Ownership

A copy of the lease between River North Surgery Center, LLC and 361 Chestnut, LLC is attached at Attachment – 2.

LEASE

Between

361 CHESTNUT LLC

and

RIVER NORTH SURGERY CENTER LLC

**361 W. CHESTNUT STREET
CHICAGO, ILLINOIS**

LEASE

THIS LEASE (this "Lease") is made and entered into in Chicago, Illinois as of the 22nd day of August, 2019, by and between **361 CHESTNUT LLC**, an Illinois limited liability company ("**Landlord**"), and **RIVER NORTH SURGERY CENTER LLC**, a Delaware limited liability company d/b/a River North Center for Reproductive Health ("**Tenant**").

WITNESSETH:

1. **Premises.** Landlord hereby leases to Tenant, and Tenant accepts from Landlord (i) the Premises known as Suite 100 consisting of approximately 22,535 rentable square feet on the first (1st) floor of the Building ("**Building**") known as 361 W. Chestnut Street, Chicago, Illinois 60610, as depicted on the Floor Plan attached hereto as **Exhibit A1** and incorporated by reference (the "**First Floor Premises**") and (ii) a portion of the lower level of the Building known as Suites E, M-WS and M-WN consisting of approximately 4,908 rentable square feet within the Lower Level Space depicted on the Plan attached hereto as **Exhibit A2** and incorporated by reference (the "**Lower Level Premises**"; the First floor Premises and the Lower Level Premises being collectively referred to as the "**Premises**").

2. **Term.** The initial term of this Lease shall commence on August 15, 2019 (the "**Commencement Date**") and shall end on August 14, 2032 (the "**Termination Date**"), unless sooner terminated or extended as provided herein. The initial term of this Lease as set forth herein is hereinafter referred to as the "**Initial Term**" and the Initial Term as the same may be extended or sooner terminated is hereinafter referred to as the "**Term**".

3. **Permitted Business.** Subject to the terms and conditions hereof, Tenant shall be permitted to use and occupy the Premises for ambulatory out patient, medical laboratories, diagnostic services and general office purposes and for no other use or purpose (the "**Permitted Business**"). Tenant agrees to apply for, secure, maintain and comply with all licenses or permits which may be required for the conduct by Tenant of its business located at the Premises and to pay, as and when due, all licenses or permit fees charges of similar nature in connection therewith and to comply with all federal, state, county and local governmental and municipal laws, statutes, ordinances, rules, regulations, codes, decrees, orders and other such requirements ("**Laws**") in connection with the operation of Tenant's Permitted Business.

4. **Rent.** Tenant shall pay Landlord as rent hereunder the monthly Base Rent set forth on **Exhibit B1** attached hereto and made a part hereof plus the Rent Adjustments (as hereinafter defined), plus all other sums herein required to be paid to Landlord. Tenant shall pay Landlord the monthly Base Rent set forth on **Exhibit B1** in advance on or before the first (1st) day of each month of the Term. Rent Adjustments and any other amounts which Tenant is or becomes obligated to pay under this Lease are sometimes hereinafter referred to as "**Additional Rent**" and Base Rent and Additional Rent are sometimes hereinafter collectively referred to as "**Rent**". All Rent shall be paid without any set-off or deduction whatsoever, except as otherwise specifically provided for in this Lease. Unpaid Rent shall bear interest at the Default Rate set forth in Paragraph 21(f) hereof and if any payment of Rent is not made within five (5) business days of the due date, Landlord may also charge the late charge described in Paragraph 21(f) hereof.

5. **Base Rent Adjustments.** In addition to Base Rent, Tenant shall pay Landlord, as additional rent, the Rent Adjustments described in this Section 5 and all other amounts due under this Lease, without set off or deduction, except as otherwise specifically provided for in this Lease.

(a) For the purposes of this Lease:

(i) The term "**Adjustment Date**" shall mean January 1, 2020 and each January 1st thereafter falling within the Term.

(ii) The term "**Adjustment Year**" shall mean each Calendar Year during which an Adjustment Date falls.

(iii) The term "**Base Year**" shall mean the Calendar Year 2019.

(iv) The term "**Calendar Year**" shall mean each calendar year or a portion thereof during the Term.

(v) The term "**Expenses**" shall mean all costs, fees, disbursements and expenses paid by or on behalf of Landlord in the operation, ownership, maintenance, insurance, management, replacement and repair of the Building and the Parking Lot, as hereinafter defined (excluding Taxes) including without limitation, but subject to the qualifications and limitations hereinafter set forth, the following: (i) premiums for property, casualty, liability, rent interruption or other types of insurance carried by Landlord, (ii) salaries, wages and other amounts paid or payable for personnel including the Building manager, superintendent, operation and maintenance staff, and other employees of Landlord involved in the maintenance and operation of the Building, including contributions and premiums towards fringe benefits, unemployment, disability and worker's compensation insurance, pension plan contributions and similar premiums and contributions and the total charges of any independent contractors or property managers engaged in the operation, repair, care, maintenance and cleaning of any portion of the Building, (iii) cleaning expenses, including without limitation, window cleaning, (iv) landscaping expenses, including without limitation irrigating, trimming, mowing, fertilizing, seeding, and replacing plants, (v) heating, ventilating, air conditioning and utility expenses, including fuel, gas, electricity, water, sewer, telephone, and other services (excluding the costs of electricity used in the Premises, which will be paid by Tenant pursuant to Section 6(b)), (vi) subject to the provisions of clause (xiii) below, the cost of maintaining, operating, repairing and replacing components of equipment or machinery, including without limitation heating, refrigeration, ventilation, electrical, plumbing, mechanical, elevators, sprinklers, fire/life safety, security and energy management systems, including service contracts, maintenance contracts, supplies and parts, (vii) other items of repair or maintenance of elements of the Building (excluding tenant spaces), (viii) the costs or repair, maintenance, landscaping and snow removal of the Parking Lot (as hereinafter defined), (ix) the fee of any third party manager, (x) the costs of policing, security and supervision of the Building, (xi) the fair market rental and other costs with respect to the management office for the Building, if any, (xii) the cost of the rental of any machinery or equipment (allocated to the extent any such equipment is used for the Building and other buildings owned by Landlord or its affiliates) and the cost of supplies used in the maintenance and operation of the Building, (xiii) audit fees and the cost of accounting services incurred in the preparation of statements referred to in this Lease and financial statements, and in the computation of the rents and charges payable by tenants of the Building, (xiv) capital

expenditures (a) made primarily to reduce Expenses, or to comply with any laws or other governmental requirements, or (b) for replacements (as opposed to additions or new improvements) of nonstructural items located in the common areas of the Building required to keep such areas in good condition; provided, all such permitted capital expenditures (together with reasonable financing charges) shall be amortized for purposes of this Lease over the shorter of (A) their useful lives, (B) the period during which the reasonably estimated savings in Expenses equals the expenditures, or (C) three (3) years, (xiv) legal fees and expenses, and (xv) a fee for the administration and management of the Building as reasonably determined by Landlord from time to time.

Expenses shall not include (i) capital expenditures, except set forth in clause (vi) above, (ii) costs of alteration of the premises of tenants of the Building, (iii) depreciation charges, interest, penalties, fees and principal payments on mortgages, ground rental payments, or any fees, taxes, expenses or costs associated with financing or refinancing the Building, (iv) costs, including legal fees, space planners' fees, leasing fees, and brokerage fees incurred in connection with the original construction or development, or original or future leasing of the Building, and any tenant relocation costs, (v) expenses incurred in enforcing obligations of tenants of the Building, (vi) salaries and other compensation of executive officers of the managing agent of the Building senior to the Building manager, and the wages and benefits of any employee who does not devote substantially all of his or her employed time to the Building unless such wages and benefits are prorated to reflect time spent on operating and managing the Building vis-a-vis time spent on matters unrelated to operating and managing the Building, (vii) costs of any special service provided to any one tenant of the Building but not to tenants of the Building generally, (viii) costs of marketing or advertising the Building, (ix) costs for which the Landlord is reimbursed by any tenant or occupant of the Building or by insurance by its carrier or any tenant's carrier or by anyone else, (x) costs associated with the operation of the business of the partnership or entity which constitutes the Landlord, such as trustee's fees, annual fees, partnership expenses, and legal and accounting fees (other than with respect to Building operations), as the same are distinguished from the costs of operation of the Building, (xi) costs arising from property damage resulting from the gross negligence or willful misconduct of Landlord or its agents, employees, vendors, contractors, or providers of materials or services, (xii) costs incurred to comply with laws relating to the removal of Hazardous Material that was in existence in, under or about the Building prior to the Commencement Date and costs incurred to remove, remedy, contain, or treat Hazardous Material, which Hazardous Material is brought into, under or about the Building after the date hereof by Landlord or any other tenant of the Building, (xiii) any costs incurred in connection with upgrading the Building to comply with Laws where such violation of Laws existed prior to the date of this Lease, (xiv) attorney's fees and other costs and expenses incurred in connection with negotiations or disputes with present or prospective tenants, other occupants of the Building, or other third parties, (xv) costs of cleaning tenant spaces, (xvi) rentals of tools and equipment which if purchased would constitute a capital expenditure, in which event such amount shall be included as a capital expense under clause (xiv) of the immediately preceding paragraph, (xvii) costs for the acquisition of sculptures, paintings or other objects of art, (xviii) charitable and political contributions, (xix) costs incurred for the use of the Building for non-office uses such as shows, promotions, kiosks, displays, filming private events, and (xx) entertainment, dining or travel expenses.

If the Building is not fully occupied during an entire calendar year, then the variable cost component of "Expenses" shall be equitably adjusted so that the total amount of Expenses

equals the total amount which would have been paid or incurred by Landlord had the Building been fully occupied for the entire calendar year. In no event shall Landlord be entitled to receive from Tenant and any other tenants in the Building an aggregate amount in excess of actual Expenses as a result of the foregoing provision.

(vi) The term "**Tenant's Proportion**" for purposes of this Lease shall be forty and 58/100 percent (40.58%). Tenant's Proportion has been calculated based on Tenant's rentable square footage and the Building square footage as measured using the ANSI/BOMA z65.5 2010 standards, which has been accepted by both Landlord and Tenant.

(vii) The term "**Rent Adjustments**" shall mean all Expenses and Taxes owed by Tenant under this Section 5.

(viii) The term "**Rent Adjustment Deposit**" shall mean an amount equal to the estimate of Rent Adjustments due for any Calendar Year as made by Landlord from time to time during the Term. The Rent Adjustment Deposit shall be payable by Tenant in equal monthly installments in the same manner as Base Rent on the first (1st) day of each month of the Term.

(ix) The term "**Taxes**" shall mean real estate taxes, assessments, sewer rents, rates and charges, transit taxes, taxes based upon the receipt of rent, and any other federal, state or local governmental charge, general, special, ordinary or extraordinary (but not including general income or franchise taxes or any other taxes imposed upon or measured by income or profits, unless the same shall be imposed in lieu of Taxes as herein defined or unless same shall be specifically imposed upon income derived from rents), which may now or hereafter be levied or assessed against the Building or any portion thereof which are payable in any Calendar Year during the Term. In case of special taxes or assessments which may be payable in installments, only the amount of each installment and interest paid thereon paid during a Calendar Year shall be included in Taxes for that Calendar Year. Taxes shall also include any personal property taxes (attributable to the Calendar Year in which paid) imposed upon the furniture, fixtures, machinery, equipment, apparatus, systems and appurtenances used in connection with the operation of the Building. In the event the Building is not assessed as fully improved and fully occupied for any year, then Taxes shall be adjusted to the Taxes which would have been payable in such Calendar Year if the assessment had been made on a fully improved and fully occupied basis, based on Landlord's adjustment of the Taxes for such year, employing sound management principles. Taxes also include the Landlord's reasonable costs and expenses (including reasonable attorney's fees) in contesting or attempting to reduce any Taxes. Taxes shall be reduced by any recovery or refund received of Taxes previously paid by Landlord, provided such refund relates to Taxes paid during the Term of this Lease. Taxes assessed against the Property under this Section 5(a)(vi) shall be paid on a cash basis. By way of clarification, Taxes for the Base Year shall be the amount payable by Landlord during the Calendar Year 2019 notwithstanding that such Taxes are assessed for the calendar year 2018. Notwithstanding anything set forth above to the contrary, if at any time the method of taxation then prevailing shall be altered so that any new or additional tax, assessment, levy, imposition or charge or any part thereof shall be imposed upon Landlord in place or partly in place of any Taxes or contemplated increase therein, or in addition to Taxes, and shall be measured by or be based in whole or in part upon the Building, the rents or other income therefrom or any leases of any part thereof, then all such

new taxes, assessments, levies, impositions or charges or part thereof, to the extent that they are so measured or based, shall be included in Taxes.

(b) Within one hundred twenty (120) days after the end of each Calendar Year, Landlord will furnish Tenant a statement (the "**Adjustment Statement**") showing the following:

- (i) Expenses and Taxes attributable to the Calendar Year last ended;
- (ii) The amount of Rent Adjustments due Landlord for the Calendar Year last ended, less credits for Rent Adjustment Deposits paid, if any; and
- (iii) The Rent Adjustment Deposit due in the current Calendar Year.

(c) Within thirty (30) days after Tenant's receipt of each Adjustment Statement, Tenant shall pay to Landlord:

- (i) The amount of Rent Adjustments shown on the Adjustment Statement to be due Landlord for the Calendar Year last ended; plus
- (ii) The amount which, when added to the Rent Adjustment Deposit theretofore paid in the current Calendar Year, would provide to Landlord such portion of the Rent Adjustment Deposits as would have theretofore been paid to Landlord had Tenant paid one twelfth (1/12th) of the Rent Adjustment Deposit for the current Calendar Year, to Landlord monthly on the first (1st) day of each month of such Calendar Year.

Notwithstanding anything to the contrary contained in this Section 5, Tenant shall not be responsible to pay any Rent Adjustments for the Calendar Year 2019. Commencing on January 1, 2020 (based on Landlord's estimate of Rent Adjustments for the Calendar Year 2020) and continuing on the first (1st) day of each month thereafter until Tenant receives a more current Adjustment Statement, Tenant shall pay to Landlord one-twelfth (1/12th) of the Rent Adjustment Deposit shown on said statement. During the last complete Calendar Year, Landlord may include in the Rent Adjustment Deposit its estimate of the Rent Adjustments which may not be finally determined until after the expiration of the Term. Tenant's obligation to pay Rent Adjustments shall survive the expiration of termination of this Lease.

(d) Tenant's payment of the Rent Adjustment Deposits for each Calendar Year shall be credited against the Rent Adjustments for such Calendar Year. All Rent Adjustment Deposits may be co-mingled and no interest shall be paid to Tenant thereon. If the Rent Adjustment Deposits paid by Tenant for any Calendar Year exceeds the Rent Adjustments for such Calendar Year, then Landlord shall give a credit to Tenant in an amount equal to such excess against the Rent Adjustments due for the next succeeding Calendar Year, except that if any such excess relates to the last Calendar Year of the Term, Landlord shall refund such excess to Tenant, provided that all of the following have first occurred:

- (i) The Term has expired or otherwise been terminated;
- (ii) Tenant has vacated the Premises and removed all of its property and improvements therefrom in accordance with this Lease;
- (iii) Tenant has surrendered the Premises to Landlord in accordance with this Lease; and

(iv) Tenant has paid all Base Rent and Rent Adjustments due under this Lease and has performed and observed each and every covenant and condition of this Lease required to be performed or observed by Tenant.

(e) The Tenant or its representative shall have the right to examine the Landlord's books and records with respect to the items in the Adjustment Statement during normal business hours at any time within sixty (60) days following the furnishing by Landlord to Tenant of such Adjustment Statement. Unless Tenant shall take written exception to any item within such 60-day period, the Adjustment Statement shall be considered as final and accepted by Tenant. Any amount due Landlord as shown on any such Adjustment Statement, whether or not written exception is taken thereto, shall be paid by Tenant within thirty (30) days after Landlord shall have submitted the Adjustment Statement, without prejudice to any such written exception. If Tenant notifies Landlord of any exception to such Adjustment Statement within the aforesaid 60-day period, Tenant shall have the right to conduct an audit of such Rent Adjustments within sixty (60) days following the date of Tenant's notification to Landlord of Tenant's exceptions to such Adjustment Statement, at Tenant's expense (except as otherwise provided for herein), provided that (i) such audit is conducted upon at least fifteen (15) days' notice during normal business hours at Landlord's offices where such records are kept and is not conducted more than once with respect to the period in question and (ii) the compensation to be paid to Tenant's representative, if any, shall not be based on a contingent fee. If such audit reveals that Landlord has overcharged Tenant for Rent Adjustments, Landlord shall promptly reimburse Tenant for the amount of such overcharge (subject to Landlord's right to contest same), and if such overage with respect to any item of Rent Adjustment exceeds ten percent (10%) of Tenant's Proportion, Landlord shall reimburse Tenant for Tenant's reasonably documented out-of-pocket cost in having such audit performed, provided that Landlord shall not be obligated to reimburse Tenant for the transportation and/or lodging expenses of Tenant's auditor.

(f) If the Termination Date is on any day other than the last day of December, any Rent Adjustments due Landlord shall be prorated, and Tenant shall pay any amount due Landlord within thirty (30) days after being billed therefor. This covenant shall survive the expiration or termination of this Lease.

6. Services.

(a) Landlord shall, so long as Tenant is not in default under any covenant or condition herein contained, furnish:

(i) Cold water in common with other tenants for drinking, lavatory and toilet purposes drawn through fixtures installed by Landlord, or by Tenant with Landlord's prior written consent, in common with other tenants for lavatory purposes from the regular supply of the Building. Tenant shall pay Landlord at rates fixed by Landlord for water furnished for any other purposes, and Landlord may install a water meter, at Tenant's sole cost, to measure such usage. Tenant shall not waste or permit the waste of water; and

(ii) Elevator service in common with Landlord and other tenants.

(b) All electricity, gas, telecommunication, signal and other similar services used in the Premises shall be supplied by the utility companies serving the Building through separate meters and be paid for by Tenant. Tenant shall receive such service directly from the utility companies and Landlord hereby permits its wires and conduits, to the extent available, suitable and safely capable, to be used for such purposes. Tenant shall: (i) make application in Tenant's own name for all utilities not provided by Landlord, (ii) comply with all utility company regulations for such utilities, including requirements for the installation of meters, and

(iii) obtain such utilities directly from, and pay for the same when due directly to, the applicable utility company. The term "utilities" for purposes hereof shall include but not be limited to electricity, gas, telephone and other communication and alarm services, and all taxes or other charges thereon. Tenant shall maintain, repair and replace all such items, operate the same, and keep the same in good working order and condition, as further provided in Section 9. Tenant shall not install any equipment or fixtures, or use the same, so as to exceed the safe and lawful capacity of any utility equipment or lines serving the same. The installation, alteration, replacement or connection of any utility equipment and lines shall be subject to the requirements for alterations of the Premises set forth in Section 10.

(c) Landlord does not warrant that any of the services above mentioned will be free from interruption caused by war, insurrection, civil commotion, riots, acts of God or the enemy, governmental action, repairs, renewals, improvements, alterations, strikes, lockouts, picketing, whether legal or illegal, accidents, inability of Landlord to obtain fuel, energy or supplies or any other cause or causes beyond the reasonable control of Landlord. No such interruption of service shall be deemed an eviction (or a constructive eviction) or disturbance of Tenant's use and possession of the Premises or any part thereof, or render Landlord liable to Tenant for damages, by abatement of rent or otherwise, or relieve Tenant from performance of Tenant's obligations under this Lease. Tenant hereby waives and releases all claims against Landlord for damages from interruption or stoppage of service. Tenant agrees to cooperate fully with Landlord, at all times, in abiding by all regulations and requirements which Landlord may prescribe for the proper functioning and protection of all utilities and services reasonably necessary for the operation of the Building.

7. Condition of Premises.

(a) Landlord represents to Tenant that the Building has fiber optical cable available to tenants of the Building. Except for Landlord's continuing maintenance, repair, replacement and restoration obligations set forth in the Lease, Tenant accepts the Premises in its existing "AS IS" condition as of the date of this Lease. Tenant's possession of the Premises shall be conclusive evidence that the Premises were delivered in the condition herein required unless Tenant otherwise advises Landlord to the contrary in writing prior to the Commencement Date. Tenant agrees that except as set forth in the Work Letter attached to this Lease (the "**Work Letter**") and elsewhere in this Lease, no representations to decorate, alter, repair or improve the Premises have been made by Landlord to Tenant.

(b) To enable Tenant to adopt the Premises to its use, Landlord has allowed Tenant, at Tenant's sole risk, to enter the Premises as of April 1, 2019, for the limited purpose of planning and designing the Premises, provided that such access shall not interfere with the completion of Landlord's Work or render Landlord's insurance void. Such access shall be subject to all of the terms and provisions of this Lease, including without limitation, Tenant's compliance with the insurance requirements of Section 12, except that Tenant shall not be obligated to pay Rent or utilities on such space. As a condition to Tenant's entry into the Premises, Tenant shall furnish Landlord evidence of the insurance required to be carried by Tenant pursuant to the provisions of this Lease. Notwithstanding such entry, the Initial Term shall begin and Base Rent and Rent Adjustments shall be payable as herein set forth in this Lease.

8. Signage. Landlord will provide to Tenant one standard building directory listing in the main lobby of the Building and Landlord's standard suite directory sign. Tenant will not install or permit to be installed in the Premises any other sign, decoration or advertising material of any kind that is visible from the exterior of the Premises without the prior written approval of Landlord, which approval shall not be unreasonably withheld. In addition, Tenant shall have the right to install, at Tenant's sole cost and expense, an exterior building sign on the Building subject to (i) Landlord's approval of the location and form of such sign and (ii) such sign shall conform to all applicable City of Chicago signage requirements. Upon Landlord's

approval of any such exterior building signage, Landlord agrees not to allow any other exterior sign to be installed which would impair the visibility of Tenant's sign. Upon the termination of this Lease, Tenant shall remove, at Tenant's sole cost and expense, any such exterior signage and repair any damage caused by the removal of such signage.

9. Care and Maintenance.

(a) Subject to the provisions of Sections 14 and 15 below, Tenant shall, at Tenant's sole expense, keep the Premises in good order, condition and repair and shall pay for the repair of any damage caused by Tenant, its agents, employees or invitees. Tenant shall promptly arrange with Landlord, at Tenant's sole expense, for the repair of all damage to the Premises and the replacement or repair of all damaged or broken curtain wall glass (including signs thereon), fixtures and appurtenances (including hardware, heating, cooling, ventilating, electrical, plumbing and other mechanical facilities in the Premises), with materials equal in quality and class to the original materials damaged or broken, within any reasonable period of time specified by Landlord, all repairs and replacements to be made under the supervision and with the prior written approval of Landlord, using contractors or persons acceptable to Landlord. If Tenant does not promptly make such arrangements, Landlord shall provide Tenant with ten (10) business days notice and if Tenant does not make such arrangements within such 10-business day period, Landlord may, but need not, make such repairs and replacements and one hundred ten percent (110%) of Landlord's cost for such repairs and replacements shall be deemed Additional Rent reserved under this Lease due and payable forthwith. Tenant shall pay Landlord a fee for supervision and coordination of all work performed by Tenant as well as all costs for overtime and for any other expense incurred in the event repairs, alterations, decorating or other work in the Premises are not made during ordinary business hours at Tenant's request.

(b) Tenant shall arrange for its own trash and recycling services and shall pay any costs directly to the company providing such services. Landlord shall provide Tenant with an area for two (2) dumpster containers on the loading dock at grade on the south side of the Building.

(c) Landlord shall keep the roof, foundation, exterior walls and structural portions of the Premises (other than those erected by Tenant) in good working order and repair (the cost of which shall be included in Expenses, to the extent described in Section 5 above), provided that Tenant shall give Landlord reasonable prior notice of the necessity for such repairs, and further provided that any damage thereto shall not have been caused by any act or omission of, or violation of this Lease by Tenant or any other occupant of the Premises, or any of their employees, agents, invitees or contractors, in which event Landlord may perform at Tenant's cost or require that Tenant perform such repairs as provided above (without limiting Landlord's other remedies therefor).

(d) **Heating, Ventilating and Cooling.** Pursuant to the Work Letter, Tenant has been provided an allowance for the installation of Tenant's heating and air conditioning system (collectively, the "HVAC Units"). Tenant, at its own cost and expense, shall (a) heat and air condition the Premises to meet its requirements; (b) keep the HVAC Units in good order, repair and condition; and (c) replace any HVAC Unit in or any parts which may require replacement with a unit or parts of equal or superior quality to those then in use in the systems. In order to provide a satisfactory method of providing for the maintenance of the HVAC Units Tenant shall enter into a customary HVAC maintenance contract with a vendor approved by Landlord and shall provide Landlord with a copy of said contract. Tenant agrees to obtain all maintenance and repair service for Tenant's HVAC Units from such contractor and provide to Landlord copies of the inspection reports required under such contract and agrees to abide by the terms and make all payments required under said contract. Subject to Landlord's approval of Tenant's plans, Landlord agrees that Tenant shall have the right to install

two (2) pair (4 lines) vertical equipment cooling lines (no greater than 1½ inches) on the exterior of the Building from the Premises to Tenant's cooling towers on the roof of the Building.

10. Alterations.

(a) Tenant shall not erect any permanent partitions or make any alterations in or additions to the Premises or do any nailing, boring or screwing of a material scope into the ceilings, walls or floors, without Landlord's prior written consent in each and every instance, which consent shall not be unreasonably withheld or delayed. In the event Landlord does not provide its consent or non-consent to any such proposed alterations within ten (10) business days after receipt of Tenant's request, such alterations shall be deemed approved by Landlord. Unless otherwise agreed by Landlord and Tenant in writing, all such work shall be performed either by or under the direction of Landlord, but at the sole cost of Tenant. If Landlord consents to such alterations or additions, before commencement of the work or delivery of any materials into the Premises or into the Building, Tenant shall furnish to Landlord for Landlord's approval: (i) final plans for such alterations or additions as approved and stamped by the City of Chicago Building Department; (ii) necessary permits; and (ii) indemnification and insurance in form and amount reasonably satisfactory to Landlord from all contractors performing labor or furnishing materials, insuring against any and all claims, costs, damages, liabilities and expenses which may arise in connection with such alterations or additions. Landlord may withhold approval of any alteration or additions if the preliminary plans therefor are not acceptable to Landlord or Landlord's architect or engineer (if any). In connection with any request for approval of any alterations or additions by Tenant, Landlord may retain the services of an outside architect and/or engineer and the reasonable fees of such architect and/or engineer to Landlord shall be reimbursed to Landlord by Tenant. In addition, Landlord shall reimburse Landlord for the reasonable fee of Landlord's representative for administering such alterations in an amount not to exceed Two Hundred Dollars (\$200.00) per hour. Landlord's approval of any plans shall not be construed to be an agreement or representation on Landlord's part as to the adequacy or suitability of Tenant's alterations or additions. In the event Landlord approves Tenant's plans, Landlord shall sign any required permit forms with respect to such alterations. Notwithstanding the foregoing, Tenant may make purely cosmetic alterations to the Premises not exceeding \$20,000.00 in cost without Landlord's consent; provided, however, that any changes to structure of the Building, the common areas of the Building, the appearance of the Premises from the exterior of the Building, or the integrity of the mechanical systems servicing the Building shall not be deemed cosmetic alterations.

(b) In the event Landlord permits the alterations or additions to be completed by Tenant's contractor, Landlord reserves the right to require that Tenant terminate its contract with any such contractor in the event said contractor shall be engaged in a labor dispute which disrupts said contractor's work. Landlord shall also have the right to order any contractor of Tenant who violates any of Landlord's requirements or standards of work to cease work and to remove itself, its equipment and its employees from the Building. Landlord shall be entitled to charge a fee for supervision and coordination of all such alterations. Tenant agrees that its contractors shall not conduct their work in such a manner so as to interfere with or cause any interruption of either: (i) Landlord's construction; (ii) another tenant's occupancy or construction; or (iii) other phases of Landlord's operation of the Building.

(c) Tenant hereby agrees to indemnify and hold Landlord, its managers, members and their respective agents and employees harmless from any and all liabilities of every kind and description which may arise out of or be connected in any way with said alterations or additions. Upon completing any alterations or additions, Tenant shall furnish Landlord with contractors' affidavits and full and final waivers of lien and receipted bills covering all labor and materials expended and used. All alterations and additions shall comply with all insurance requirements and with all ordinances and regulations of any pertinent governmental

authority. All alterations and additions shall be constructed in a good and workmanlike manner and only good grades of materials shall be used.

(d) All additions, decorations, fixtures, hardware, non-trade fixtures and all improvements, temporary or permanent, in or upon the Premises, whether placed there by Tenant or by Landlord, shall, unless Landlord requests their removal, become Landlord's property and shall remain upon the Premises at the termination of this Lease, by lapse of time or otherwise, without compensation or allowance or credit to Tenant. Landlord may, at its sole option, request Tenant, at Tenant's sole cost, to remove same and if, upon Landlord's request, the Tenant does not remove said additions, decorations, fixtures, hardware, non-trade fixtures and improvements, Landlord may remove the same, and Tenant shall pay the cost of such removal to Landlord within thirty (30) days of Landlord's invoice reflecting Landlord's cost of such removal.

11. Access to Premises. Landlord and its authorized representatives may: (i) inspect the Premises upon forty-eight (48) hours prior notice to Tenant; (ii) exhibit the Premises to current and prospective tenants, purchasers, lenders, insurers, governmental authorities, and brokers during the final year of the Term; (iii) enter or permit entry to the Premises (in emergencies or for any other reasonable purpose, or for the purpose of exercising any other rights or remedies expressly granted or reserved to Landlord under this Lease or applicable Law, or to make any repairs, maintenance, improvements or alterations, or other work in or about the Building; and (iv) in connection therewith, erect scaffolding and temporary barricades and take into, upon or through the Premises, materials required to perform the same, and if reasonably required, move Tenant's leasehold improvements, fixtures, property and equipment. Subject to Landlord providing Tenant with information as to the names of Landlord's parties that may require access to the Premises, Tenant shall provide Landlord with keys to the Premises and access codes for any alarm system installed within the Premises. However, in connection with entering the Premises to exercise any of the foregoing rights, Landlord shall take reasonable steps to minimize any interference with Tenant's business, and following completion of the work, return Tenant's leasehold improvements, fixtures, property and equipment to the original locations and condition to the fullest extent reasonably possible. Except in the event of an emergency, should Landlord desire to enter the Premises for purposes of subclause (iii) above, Landlord shall provide Tenant no less than two (2) business days prior written notice and if such entry shall result in an inability of Tenant to operate its business for a period exceeding seventy two (72) hours, Rent shall abate for each day beyond of Tenant's closure. Notwithstanding anything to the contrary contained in this Section 11, Landlord or Landlord's agents entering the Premises agree not to look at or copy any of Tenant's medical files.

12. Insurance.

(a) Tenant shall carry insurance during the entire Term hereof insuring Tenant, and insuring, as additional insureds, Landlord and its respective agents, managers, members and employees, as their interests may appear, with terms, coverages and in companies satisfactory to Landlord, and with such increases in limits as Landlord may from time to time request, but initially Tenant shall maintain the following coverages in the following amounts:

(i) Comprehensive general liability insurance, including the broad or extended liability endorsement, during the entire Term hereof with terms and in companies satisfactory to Landlord to afford protection to the limits of not less than \$2,000,000 for combined single limit personal injury and property damage liability per occurrence.

(ii) Insurance against fire, sprinkler leakage, vandalism, and the extended coverage perils for the full insurable value of all additions, improvements and alterations to the

Premises, and of all office furniture, trade fixtures, office equipment, merchandise and all other items of Tenant's property on the Premises.

(iii) Workers' Compensation Insurance covering all employees, agents and contractors of Tenant performing work in, on, or with respect to the Premises, in amounts not less than those required by Law, and Employer's Liability Insurance covering all employees, agents and contractors of Tenant performing work in, on, or with respect to the Premises with limits of not less than \$500,000 each employee, \$500,000 policy limit and \$500,000 each employee by disease.

(iv) Extra expense and business interruption insurance including loss of rents for periods and with limits not less than twelve (12) months of Base Rent and Rent Adjustments.

(v) Umbrella or Excess Liability coverage in amounts not less than \$2,000,000.

(vi) insurance against such other perils and in such amounts as Landlord may from time to time reasonably require upon not less than ninety (90) days' written notice, such requirement to be made on the basis that the required insurance is customary at the time for prudent tenants of properties similar to the Building.

(b) All insurance required to be carried by Tenant hereunder shall be carried with responsible companies authorized to do business in the State of Illinois reasonably acceptable to Landlord and shall provide that such insurance will not be subject to cancellation, termination or change except after at least thirty (30) days prior written notice to Landlord. Copies of policies or certificates thereof (which shall evidence the insurer's waiver of subrogation) with loss payable clauses satisfactory to Landlord together with satisfactory evidence of the payment of the premium, shall be deposited with Landlord prior to Tenant's possession or occupancy of the Premises, whichever shall first occur, and upon renewals of such policies, not less than thirty (30) days prior to expiration of the term of such coverage. If Tenant fails to comply with such requirements and such failure continues for three (3) business days after Tenant's receipt of Landlord's written notice of such failure, Landlord may obtain such insurance and keep the same in effect, and Tenant shall pay Landlord the premium cost thereof upon demand plus interest at the Default Rate set forth in Paragraph 21(f) below from the date of payment by Landlord until repaid by Tenant. Each such payment shall constitute Additional Rent payable by Tenant under this Lease, and Landlord shall not be limited in the proof of any damages which Landlord may claim against Tenant arising out of or by reason of Tenant's failure to provide and keep in force insurance as aforesaid, to the amount of insurance premium or premiums not paid or incurred by Tenant and which would have been payable upon such insurance, but Landlord, in addition to any and all other rights and remedies provided Landlord under the terms of this Lease, shall also be entitled to recover as damages for such breach the uninsured amounts of any loss, to the extent of any deficiency in the insurance required by the provisions of this Lease. Each policy evidencing the insurance to be carried by Tenant under this Lease shall be written as a primary policy not contributing with and not in excess of any coverage carried by Landlord, excepting Landlord's indemnity obligations hereunder.

(c) Tenant will not do in the Building or permit to be done on the Premises anything that will (a) increase the premium of any insurance policy Landlord carries covering the Premises or the Building; (b) cause a cancellation of or be in conflict with any such insurance policy; (c) result in any insurance company's refusal to issue or continue any such insurance in amounts satisfactory to Landlord; or (d) subject Landlord to any liability or responsibility for injury to any person or property by reason of Tenant's operations in the Premises or use of the Building. Tenant, at Tenant's sole cost and expense, will comply with all rules, orders, regulations and requirements of insurers and of the American Insurance Association or any other organization performing a similar function. Tenant will reimburse Landlord, as Additional Rent, for any

additional premium charges for such policy or policies resulting from Tenant's failure to comply with the provisions of this Section 12(c).

(d) Throughout the Term Landlord shall maintain at all times: (a) special form property insurance on the Building; and (b) commercial general liability insurance, substantially in accordance with the insurance reflected on the Certificate of Insurance attached hereto as Exhibit E and incorporated by reference.

13. Subrogation. Landlord and Tenant agree to have all fire and extended coverage and material damage insurance which may be carried by either of them endorsed with a clause providing that any release from liability of or waiver of claim for recovery from the other party or any of the parties named in Section 12 above entered into in writing by the insured thereunder prior to any loss or damage shall not affect the validity of said policy or the right of the insured to recover thereunder, and providing further that the insurer waives all rights of subrogation which such insurer might have against the other party or any of the parties named in Section 12 above. Without limiting any release or waiver of liability or recovery contained in any other Section of this Lease but rather in confirmation and furtherance thereof, Landlord waives all claims for recovery from Tenant, and Tenant waives all claims for recovery from Landlord, the managing agent for the Building and their respective agents, managers, members and employees, for any loss or damage to any of its property insured under valid and collectible insurance policies to the extent of any recovery collectible under such insurance policies. Notwithstanding the foregoing or anything contained in this Lease to the contrary, any release or any waiver of claims shall not be operative, nor shall the foregoing endorsements be required, in any case where the effect of such release or waiver is to invalidate insurance coverage or invalidate the right of the insured to recover thereunder or increase the cost thereof (provided that in the case of increased cost the other party shall have the right, within ten (10) days following written notice, to pay such increased cost, thereby keeping such release or waiver in full force and effect).

14. Untenantability.

(a) In the event (i) the Premises are made wholly untenantable by fire or other casualty and Landlord shall decide not to restore or repair same, (ii) the Building is so damaged by fire or other casualty that Landlord shall decide to demolish or not rebuild the same, (iii) the Premises are made partially untenantable during the last two (2) years of the Term, or (iv) any mortgagee applies the insurance proceeds to reduce its loan balance and the remaining proceeds, if any, are insufficient to pay for the repair or restoration of the Premises and Building, then, in any of such events, Landlord shall have the right to terminate this Lease by notice to Tenant within sixty (60) days after the date of such fire or other casualty and Rent shall be apportioned on a per diem basis and paid to the date of such fire or other casualty. Notwithstanding anything to the contrary herein set forth, Landlord shall not be obligated to repair or restore the Premises or the Building if the damage or destruction is due to an uninsurable casualty, or insurance proceeds are insufficient to pay for such repair or restoration, or if any mortgagee applies proceeds of insurance to reduce its loan balance and the remaining proceeds available to Landlord are not sufficient to pay for such repair or restoration.

(b) In the event the Premises are made wholly or partially untenantable and this Lease is not terminated by Landlord under this Section 14, then this Lease shall continue in effect and Landlord shall proceed diligently to repair and restore the Premises, subject, however, to (i) reasonable delays for insurance adjustments, and (ii) delays caused by forces beyond Landlord's reasonable control. In such event, the rent shall abate in proportion to the non-usability of the Premises during the period while repairs are in progress unless such damages are due to the fault or neglect of Tenant. If the damage is the result of the fault or neglect of Tenant, rent shall not abate during said period and Landlord shall not be required to restore the Premises and may pursue any and all of its remedies against Tenant.

(c) Landlord shall have no liability for any loss, cost, expense, damage, or compensation whatsoever (including any claim for inconvenience, loss of business or annoyance) by reason of any restoration of the Premises or the Building under this Section 14.

15. Eminent Domain.

(a) If a portion of the Building, or the Premises, shall be lawfully taken or condemned for any public or quasi-public use or purpose, or conveyed under threat of such condemnation, and as a result thereof, the Premises cannot be used for the same purpose and with the same utility as before such taking or conveyance, the Term of this Lease shall end upon, and not before, the date of the taking of possession by the condemning authority, and without apportionment of the award. Tenant hereby assigns to Landlord, Tenant's interest in such award, if any; provided, however, that Tenant shall be entitled to recover from the condemning authority, to the extent available, the value of Tenant's fixtures and equipment, moving expenses and loss of business, provided that any such award shall not reduce the award otherwise available to Landlord. Current rent shall be apportioned as of the date of such termination. If any part of the Building shall be so taken or condemned, or if the grade of any street or alley adjacent to the Building is changed by any competent authority and such taking or change of grade makes it necessary or desirable to demolish, substantially remodel, or restore the Building, Landlord shall have the right to cancel this Lease upon not less than ninety (90) days' prior notice to the date of cancellation designated in the notice.

(b) If a portion of the Premises shall be lawfully taken or condemned or conveyed under threat of condemnation but thereafter the Premises can be used by Tenant for the same purpose and with substantially the same utility, this Lease shall not be terminated by Landlord and Landlord shall repair the Premises, and this Lease shall be amended to reduce the Tenant's Proportion and Base Rent in the proportion of the amount taken. No money or other consideration shall be payable by Landlord to Tenant for any right of cancellation or temporary taking, and Tenant shall have no right to share in any condemnation award or in any judgment for damages caused by a change of grade, except as set forth in Section 15(a) above.

16. Waiver of Claims and Indemnity.

(a) To the extent permitted by law, Tenant releases Landlord, and its respective agents, employees, mortgagees, managers and members (all of said parties are, for the purposes of this Section 16 collectively referred to as "**indemnitees**") from, and waives all claims for, damage to person or property sustained by Tenant or any occupant of the Building or Premises resulting from the Building or Premises or any part of either or any equipment or appurtenance becoming out of repair, or resulting from any accident in or about the Building. This Paragraph 16(a) shall apply especially, but not exclusively, to the flooding of basements or other subsurface areas, and to damage caused by refrigerators, sprinkling devices, air-conditioning apparatus, water, snow, frost, steam, excessive heat or cold, falling plaster, broken glass, sewage, gas, odors or noise, or the bursting or leaking of pipes or plumbing fixtures, and shall apply equally whether any such damage results from the act or neglect of other tenants, occupants or servants in the Building or of any other person, and whether such damage be caused or result from anything or circumstance above mentioned or referred to, or any other thing or circumstance whether of a like nature or of a wholly different nature, except if caused by Landlord's gross negligence or willful misconduct. Tenant shall not be liable for any damage caused by its act or neglect if Landlord or a tenant has recovered the full amount of the damage from insurance and the insurance company has waived its right of subrogation against Tenant. All property belonging to Tenant or any occupant of the Premises that is in the Building or the Premises shall be there at the risk of Tenant or such other person only, and Landlord shall not be liable for damage thereto or theft or misappropriation thereof.

(b) To the extent permitted by law, Tenant agrees to indemnify and save the indemnitees harmless against any and all claims, demands, costs and expenses, including reasonable attorney's fees for the defense thereof, arising from Tenant's occupation of the Premises or from any breach or default on the part of Tenant in the performance of any covenant or agreement on the part of Tenant to be performed pursuant to the terms of this Lease, or from any act or negligence of Tenant, its agents, contractors, employees or invitees, in or about the Premises. In case of any action or proceeding brought against any indemnitees by reason of any such claim, upon notice from Landlord, Tenant covenants to defend such action or proceeding by counsel reasonably satisfactory to Landlord.

(c) To the extent permitted by law, Landlord covenants and agrees to exonerate, indemnify, defend, protect and save Tenant, harmless from and against any and all claims, demands, expenses, losses, suits and damages as may be occasioned by reason of (i) any accident or matter occurring on or about the Building, causing injury to persons or damage to property (excluding the Premises), unless such accident or other matter resulted from the negligence or otherwise tortious act of Tenant or Tenant's agents, servants, invitees or employees, (ii) the failure of Landlord to fully and faithfully perform the obligations and observe the conditions on the part of Landlord under this Lease, and (iii) the gross negligence or otherwise tortious act of Landlord, its agents, contractors, invitees or employees.

17. Assignment and Subletting.

(a) Tenant shall not, without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed: (i) assign, mortgage, pledge, hypothecate, encumber, permit any lien to attach to, or otherwise transfer, this Lease or any interest hereunder, by operation of law or otherwise; (ii) sublease all of the Premises; or (iii) permit the use of the Premises by any parties other than Tenant, its employees, and its independent contractors whether as licensee, concessionaire, franchisee, or otherwise (all of the foregoing are hereinafter referred to collectively as "**Transfers**" and any party to whom any Transfer is made or sought to be made is hereinafter referred to as a "**Transferee**"). Any Transfer made without complying with this Section 17 shall, at Landlord's option, be null, void and of no effect (which shall not be in limitation of Landlord's other remedies). Whether or not Landlord grants consent, Tenant shall pay One Thousand Dollars (\$1,000.00) towards Landlord's review and processing expenses, as well as any reasonable legal fees incurred by Landlord in connection therewith.

(b) If Tenant shall desire Landlord's consent to any Transfer, Tenant shall notify Landlord, which notice shall include: (a) a reference to the Building, Premises and this Lease, (b) the name and address of the proposed Transferee and a detailed description of the business operation proposed to be conducted in the Premises, (c) the proposed effective date (which shall not be less than thirty (30) nor more than sixty (60) days after Tenant's notice), (d) the terms of the proposed Transfer, a copy of all documentation pertaining thereto, and a detailed description of any alterations to the Premises required in connection with the Transfer, (e) current financial statements of the proposed Transferee certified by an officer, partner or owner thereof, (f) names, addresses, periods of ownership and operation, and reasonable description of all other businesses owned and operated by the Transferee then or within the three (3) previous years, and (g) business and character references and any other commercially reasonable information to enable Landlord to determine the business experience, financial responsibility, character, and reputation of the proposed Transferee, nature of such Transferee's business, and such other information as Landlord may reasonably require.

(c) If Landlord consents to a Transfer: (a) the terms and conditions of this Lease shall in no way be deemed to have been waived or modified, including without limitation, the purposes for which the Premises shall be used under Section 3 above, (b) Tenant shall remain fully liable for all obligations under this Lease, including without limitation, those obligations arising before and after the Transfer, and any assignee

shall expressly assume all of Tenant's obligations, (c) such consent shall not be deemed consent to any further Transfer by either Tenant or a Transferee, and (d) Tenant shall deliver to Landlord promptly after execution, an original executed copy of all documentation pertaining to the Transfer in form reasonably acceptable to Landlord. Any sublease hereunder shall be subordinate and subject to the provisions of this Lease, and if this Lease shall be terminated during the term of any sublease, Landlord shall have the right to: (i) treat such sublease as canceled and repossess the Premises by any lawful means, or (ii) require that such subtenant attorn to and recognize Landlord as its landlord under any such sublease. If Tenant shall be in Default (as hereinafter defined) hereunder, Landlord is hereby irrevocably authorized, as Tenant's agent and attorney-in-fact, to direct any Transferee to make all payments under or in connection with the Transfer directly to Landlord (which Landlord shall apply towards Tenant's obligations under this Lease).

(d) If Landlord consents to a Transfer, and as a condition thereto which the parties hereby agree is reasonable, Tenant shall pay Landlord fifty percent (50%) of any Transfer Premium derived by Tenant from such Transfer. "**Transfer Premium**" shall mean all rent or other consideration paid by such Transferee in excess of the Rent payable by Tenant under this Lease determined on a monthly basis during the Term, and on a per rentable square foot basis, if less than all of the Premises is transferred; after amortizing Tenant's transfer costs i.e., rent abatement, improvement allowances, commissions and marketing costs, over the term of the assignment/sublease. The Transfer Premium due Landlord hereunder shall be paid within ten (10) days after Tenant receives the Transfer Premium from the Transferee.

(e) Except as otherwise provided in Paragraph 17(g) hereof, for purposes of this Lease, the term "Transfer" shall also include the following, whether accomplished directly or indirectly: (a) if Tenant is a partnership, the withdrawal or change, voluntary, involuntary or by operation of law, of a majority of the partners, or a transfer of a majority of partnership interests, in the aggregate on a cumulative basis, or the dissolution of the partnership, and (b) if Tenant is a closely held corporation (i.e., whose stock is not publicly held and not traded through an exchange or over the counter), the: (i) dissolution, merger, consolidation or other reorganization of Tenant; or (ii) sale or other transfer of more than a cumulative aggregate of fifty percent (50%) of the voting shares of Tenant (other than to immediate family members by reason of gift or death).

(f) Notwithstanding anything to the contrary contained in this Section 17, Tenant shall have the right, without the consent of Landlord and without the payment of any fees to Landlord, to (A) assign this Lease or sublet the entirety of the Premises, to (x) any subsidiary, parent or affiliated corporation of Tenant; (y) any entity resulting from the reorganization, merger or consolidation affecting Tenant; or (z) any person, firm or corporation acquiring substantially all of Tenant's stock or assets; or (B) sublet a part or all of the Premises to an affiliated entity of Tenant; or (C) sublet a part of the Premises (x) to unaffiliated third parties of space which is less than two thousand five hundred (2,500) square feet, and which subleases shall not in the aggregate exceed seven thousand five hundred (7,500) square feet, or (z) for a term of less than one (1) year (any such transfer being defined as a "**permitted transfer**"); provided, however, (i) that in the case of a permitted transfer in clause (A) above which comprises substantially less than all of the assets of Tenant, such transfer shall only be permitted in the event that the tangible net worth of the "Tenant" under this Lease immediately following the transfer is not less than the tangible net worth of the "Tenant" under this Lease immediately preceding the transfer and (ii) that in the case of any permitted transfer, Tenant shall provide Landlord with notice of same and provide Landlord with copies of the applicable transfer documents. No assignment or subletting under this Paragraph 17(g) shall relieve Tenant of its obligations hereunder and Tenant shall remain fully liable for all obligations under this Lease, including, without limitation, those arising before and after said Transfer.

(g) Tenant shall have the right to advertise the availability of space within the Premises without restrictions as to (a) the rental rate advertised, (b) whether potential assignees/subtenants are existing tenants of the Building, (c) the amount of space offered to the market, (d) the length of the prosed term, (e) the location of the space being offered, and (f) the condition of the space being offered.

18. Subordination.

(a) Landlord may execute and deliver a mortgage or trust deed in the nature of a mortgage (both sometimes hereinafter referred to as "**Mortgage**") against the Building or any interest therein, including a ground lease thereof ("**Ground Lease**") and sell and leaseback the underlying land. This Lease and the rights of Tenant hereunder shall be and are hereby made expressly subject and subordinate at all times to any ground lease of the land or the Building, or both, now or hereafter existing and all amendments, renewals and modifications thereto and extensions thereof, and to the lien of any Mortgage now or thereafter encumbering any portion of the Building, and to all advances made or hereafter to be made upon the security thereof; provided that any such subordination at all times shall be subject to the right of Tenant to remain in possession of the Premises under the terms of this Lease for the Term, notwithstanding any default under the Ground Lease or Mortgage or after termination of said Ground Lease or foreclosure of the Mortgage or any sale pursuant thereto so long as the Tenant is not in default under this Lease. Tenant agrees to execute and deliver such instruments subordinating this Lease to any such Ground Lease and to the lien of any such Mortgage as may be requested in writing by Landlord from time to time. In the event Tenant fails to execute and deliver any instrument required of it under this Paragraph 18(a) within ten (10) business days after written demand Tenant does hereby make, constitute and irrevocably appoint Landlord, as attorney-in-fact and in its name, place and stead so to do. Notwithstanding anything to the contrary contained herein, any mortgagee under a Mortgage may, by notice in writing to the Tenant, subordinate its Mortgage to this Lease.

(b) In the event of the cancellation or termination of any such Ground Lease described above in accordance with its terms or by the surrender thereof, whether voluntary, involuntary or by operation of law, or by summary proceedings, or the foreclosure of any such Mortgage by voluntary agreement or otherwise, or the commencement of any judicial action seeking such foreclosure, Tenant, at the request of the then Landlord, shall attorn to and recognize such ground lessor, mortgagee or purchaser in foreclosure as Tenant's Landlord under this Lease. Tenant agrees to execute and deliver at any time upon request of such ground lessor, mortgagee, purchaser, or their successors, any instrument to further evidence such attornment.

(c) Tenant agrees to give the holder of any Mortgage, by registered or certified mail, a copy of any notice of default served upon the Landlord by Tenant, provided that prior to such notice Tenant has received notice (by way of service on Tenant of a copy of an assignment of rents and leases, or otherwise) of the address of such mortgagee. Tenant further agrees that if Landlord shall have failed to cure such default within the time provided for in this Lease, then said mortgagee shall have an additional thirty (30) days after receipt of notice thereof within which to cure such default or, if such default cannot be cured within that time, then such additional time as may be necessary, if, within such thirty (30) days, any mortgagee 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 effect such cure). Such period of time shall be extended by any period within which such mortgagee is prevented from commencing or pursuing such foreclosure proceedings by reason of Landlord's bankruptcy. Until the time allowed as aforesaid for said mortgagee to cure such defaults has expired without cure, Tenant shall have no right to, and shall not, terminate this Lease on account of default. This Lease may not be modified or amended so as to reduce the Rent or shorten the Term, or so as to adversely affect in any other respect to any material extent the rights of the Landlord, nor shall this Lease be cancelled or surrendered, without the prior written consent, in each instance of the ground lessor or the mortgagee.

19. Certain Rights Reserved by Landlord. Landlord reserves and may exercise the following rights without affecting Tenant's obligations hereunder:

- (a) to change the name or street address of the Building;
- (b) subject to Section 8 above, to install and maintain a sign or signs on the interior or exterior of the Building;
- (c) to designate all sources furnishing sign painting and lettering, drinking water, towels, food, beverages, vending machines, toilet supplies, lamps and bulbs used on the Premises;
- (d) to decorate, remodel, repair, alter or otherwise prepare the Premises for reoccupancy if Tenant vacates the Premises prior to the expiration of the Term;
- (e) subject to Section 11 above, to retain at all times pass keys to the Premises;
- (f) to exhibit the Premises to others and during the last ninety (90) days of the Term to display "For Rent" signs on the Premises, but not on any windows of the Premises;
- (g) to grant to anyone the exclusive right to conduct any particular business or undertaking in the Building; provided such use does not violate Tenant's exclusive set forth in Section 37 below;
- (h) to temporarily close portions of the lobby, common areas and entranceways; provided that Landlord shall provide Tenant with alternative entranceways and access to the Premises for Tenant's surgery and handicap patients;
- (i) to use (or grant other parties the right to use) and Tenant shall have no right, title or interest in: (i) the roof of the Building, (ii) exterior portions of the Building, (iii) air rights above the Premises and rights to the land and improvements below the floor level of the Premises, and (iv) areas within the Premises necessary for utilities, services, safety and operation of the Building that will not materially interfere with Tenant's use of the Premises, fire stairways, and space between the suspended ceiling of the Premises and the slab of the floor or roof of the Building above; and
- (j) 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 Landlord's interests or the interest of other tenants, or as may be necessary or desirable in the operation of the Building.

Subject to the restrictions on access set forth in Section 11 above, Landlord may enter upon the Premises and may exercise any or all of the foregoing rights reserved without being deemed guilty of an eviction or disturbance of Tenant's use or possession and without being liable in any manner to Tenant and without abatement of Rent or affecting any of Tenant's obligations under this Lease.

20. Holding Over. If Tenant retains possession of the Premises or any part thereof after the termination of the Term, by lapse of time or otherwise, Tenant shall pay Landlord monthly Rent, at one hundred fifty percent (150%) of the Base Rent payable for the month immediately preceding said holding over (including amounts for Rent Adjustments which Landlord may reasonably estimate), computed on a per-month

basis, for each month or part thereof (without reduction for any partial month) that Tenant remains in possession, and in addition thereto, Tenant shall also pay Landlord all damages, sustained by reason of Tenant's retention of possession. Landlord shall have the right, at any time after expiration or earlier termination of this Lease or Tenant's right to possession, to re-enter and possess the Premises and remove all property and persons therefrom, and Landlord shall have such other remedies for holdover as may be available to Landlord under other provisions of this Lease or applicable Laws.

21. Defaults and Landlord's Remedies.

(a) The occurrence of any one or more of the following events shall constitute a "Default" by Tenant and shall give rise to Landlord's remedies set forth in Paragraph 21(b) below: (i) failure to make when due any payment of Rent, unless such failure is cured within five (5) days after notice; (ii) failure to observe or perform any term or condition of this Lease other than the payment of Rent, unless such failure is cured within any period of time following notice expressly provided in other Sections hereof, or otherwise within a reasonable time, but in no event more than thirty (30) days following notice (or such additional time as may be required due to Force Majeure (as defined in Paragraph 33(r) below)); or (iii) (a) making by Tenant of any general assignment for the benefit of creditors, (b) filing by or against Tenant of a petition to have Tenant adjudged a bankrupt or a petition for reorganization or arrangement under any law relating to bankruptcy or insolvency (unless, in the case of a petition filed against Tenant, the same is dismissed within sixty (60) days), (c) appointment of a trustee or receiver to take possession of substantially all of Tenant's assets located in the Premises or of Tenant's interest in this Lease, where possession is not restored to Tenant within thirty (30) days, or (d) attachment, execution or other judicial seizure of substantially all of Tenant's assets located on the Premises or of Tenant's interest in this Lease. The notice and cure periods provided herein are in lieu of, and not in addition to, any notice and cure periods provided by law.

(b) If a Default occurs, Landlord shall have the rights and remedies hereinafter set forth to the extent permitted by law, which shall be distinct, separate and cumulative with and in addition to any other right or remedy allowed under any law or other provisions of this Lease:

(1) Landlord may terminate this Lease, in which event, Landlord may recover from Tenant: (i) any unpaid Rent as of the termination date; (ii) the amount by which: (a) any unpaid Rent which would have accrued after the termination date during the balance of the Term exceeds (b) the reasonable rental value of the Premises under a lease substantially similar to this Lease for the balance of the Term, taking into account among other things, the condition of the Premises, market conditions and the period of time the Premises may reasonably remain vacant before Landlord is able to re-lease the same to a suitable replacement tenant, and Costs of Reletting (as defined in Paragraph 21(h) below) that Landlord may incur in order to enter into such replacement lease; and (iii) any other amounts reasonably necessary to compensate Landlord for all damages proximately caused by Tenant's failure to perform its obligations under this Lease. For purposes of computing the amount of Rent herein that would have accrued after the termination date, Tenant's obligations for Rent Adjustments shall be projected, based upon the average rate of increase, if any, in such items from the Commencement Date through the termination date. The amounts computed in accordance with the foregoing subclauses (a) and (b) shall both be discounted in accordance with accepted financial practice at the rate of seven percent (7%) per annum to the then present value.

(2) Landlord may terminate Tenant's right of possession, re-enter and repossess the Premises by detainer suit, summary proceedings or other lawful means, with or without terminating this Lease (if applicable law permits, and Landlord shall not have expressly terminated this Lease in writing, any such action shall be deemed a termination of Tenant's right of possession

only). In such event, Landlord may recover from Tenant: (i) any unpaid Rent as of the date possession is terminated, (ii) any unpaid Rent which accrues during the Term from the date possession is terminated through the time of judgment (or which may have accrued from the time of any earlier judgment obtained by Landlord), less any consideration received from replacement tenants as further described and applied pursuant to Paragraph 21(d), below, and (iii) any other amounts necessary to compensate Landlord for all damages proximately caused by Tenant's failure to perform its obligations under this Lease, including without limitation, all Costs of Reletting. Tenant shall pay any such amounts to Landlord as the same accrue or after the same have accrued from time to time upon demand. At any time after terminating Tenant's right of possession as provided herein, Landlord may terminate this Lease as provided in clause (1) above by written notice to Tenant, and Landlord may pursue such other remedies as may be available to Landlord under this Lease or applicable law.

(c) If Landlord terminates this Lease or Tenant's right to possession, Landlord shall use commercially reasonable efforts to mitigate Landlord's damages pursuant to Landlord's obligations under 735 ILCS 5/9-213.1; provided, however, that: (a) Landlord shall be required only to use reasonable efforts to mitigate, which shall not exceed such efforts as Landlord generally uses to lease other space at the Building, (b) Landlord will not be deemed to have failed to mitigate if Landlord leases any other portions of the Building before reletting all or any portion of the Premises, and (c) any failure to mitigate as described herein with respect to any period of time shall only reduce the Rent and other amounts to which Landlord is entitled hereunder by the reasonable rental value of the Premises during such period, taking into account the factors described in Paragraph 21(b)(1) above. In recognition that the value of the Building depends on the rental rates and terms of leases therein, Landlord's rejection of a prospective replacement tenant based on an offer of rentals below Landlord's published rates for new leases of comparable space at the Building at the time in question, or containing terms less favorable than those contained herein, shall not give rise to a claim by Tenant that Landlord failed to mitigate Landlord's damages.

(d) If this Lease or Tenant's right to possession is terminated, or Tenant vacates or abandons the Premises, Landlord may: (i) enter and secure the Premises, change the locks, install barricades, remove any improvements, fixtures or other property of Tenant therein, perform any repairs and alterations required to place the Premises in a vanilla shell condition as Landlord shall determine in Landlord's sole discretion to prevent damage or deterioration to the Premises or prepare the same for reletting, and (ii) relet all or any portion of the Premises (separately or as part of a larger space), for any rent, use or period of time (which may extend beyond the Term hereof), and upon any other terms as Landlord shall determine in Landlord's sole discretion, directly or as Tenant's agent (if permitted or required by applicable law). The consideration received from such reletting shall be applied pursuant to the terms of Paragraph 21(h) below, and if such consideration, as so applied, is not sufficient to cover all Rent and damages to which Landlord may be entitled hereunder, Tenant shall pay any deficiency to Landlord as the same accrues or after the same has accrued from time to time upon demand, subject to the other provisions hereof.

(e) Landlord shall at all times have the right upon written notice required by applicable law to: (i) seek any declaratory, injunctive or other equitable relief, and specifically enforce this Lease or restrain or enjoin a violation of any provision hereof, and Tenant hereby waives any right to require that Landlord post a bond in connection therewith, and (ii) use for and collect any unpaid Rent which has accrued.

(f) If Tenant fails to pay any Rent or other charges to be paid hereunder by Tenant within five (5) business days of the date same were due then such unpaid amounts shall bear interest at the rate of twelve percent (12%) per annum (the "**Default Rate**"), from the date when the same is due and payable under the terms of this Lease until the same shall be paid. In addition, if Tenant fails to pay any Rent within five (5) business days of its due date, Tenant shall pay Landlord a late payment service charge covering administrative

and overhead expenses equal to five percent (5%) of the amount of Rent due for each thirty (30) day period that such Rent is not paid.

(g) If Tenant fails to perform any non-monetary obligation under this Lease and fails to cure such default within the time period provided in Paragraph 21(a) above after notice thereof by Landlord (except that no notice shall be required in emergencies but Landlord will provide Tenant notice of such entry as soon as practical under the circumstances either before or after such entry), Landlord shall have the right (but not the duty), to perform such obligation on behalf and for the account of Tenant. In such event, Tenant shall reimburse Landlord upon demand, as Additional Rent, for all expenses incurred by Landlord in performing such obligation together with an amount equal to five percent (5%) thereof for Landlord's overhead, and interest thereon at the Default Rate from the date such expenses were incurred. Landlord's performance of Tenant's obligations hereunder shall not be deemed a waiver or release of Tenant therefrom.

(h) No re-entry or repossession, repairs, changes, alterations and additions, reletting, acceptance of keys from Tenant, or any other action or omission by Landlord shall be construed as an election by Landlord to terminate this Lease or Tenant's right to possession, or accept a surrender of the Premises, nor shall the same operate to release the Tenant in whole or in part from any of the Tenant's obligations hereunder, unless express written notice of such intention is sent by Landlord or its agent to Tenant. Landlord may bring suits for amounts owed by Tenant hereunder or any portions thereof, as the same accrue or after the same have accrued, and no suit or recovery of any portion due hereunder shall be deemed a waiver of Landlord's right to collect all amounts to which Landlord is entitled hereunder, nor shall the same serve as any defense to any subsequent suit brought for any amount not theretofore reduced to judgment. Landlord may pursue one or more remedies against Tenant and need not make an election of remedies until findings of fact are made by a court of competent jurisdiction. All rent and other consideration paid by any replacement tenants shall be applied, at Landlord's option: first, to the Costs of Reletting, second, to the payment of all costs of enforcing this Lease against Tenant, third, to the payment of all interest and service charges accruing hereunder, fourth, to the payment of Rent theretofore accrued, and the residue, if any, shall be held by Landlord and applied to the payment of other obligations of Tenant to Landlord as the same become due (with any remaining residue to be retained by Landlord). "**Costs of Reletting**" shall include without limitation, all reasonable costs and expenses incurred by Landlord for any repairs, maintenance, changes, alterations and improvements to the Premises (whether to prevent damage or to place the Premises in a vanilla shell condition), brokerage commissions, advertising costs and reasonable attorneys' fees. Landlord shall be under no obligation to observe or perform any provision of this Lease on its part to be observed or performed which accrues after the date of any Default by Tenant except as hereinabove provided. The times set forth herein for the curing of violations by Tenant are of the essence of this Lease. Tenant hereby irrevocably waives any right otherwise available under any law to redeem or reinstate this Lease or Tenant's right to possession after this Lease or Tenant's right to possession is terminated based on a Default by Tenant.

22. Surrender of Possession. Upon the expiration or other termination of the Term, Tenant shall quit and surrender to Landlord the Premises and all equipment and fixtures of Landlord broom-swept clean and in as good a condition and state of repair as when Tenant originally took possession subject to ordinary wear and tear, failing which Landlord may restore the Premises, equipment and fixtures to such condition and state of repair and Tenant shall, upon demand, pay to Landlord the cost thereof. At Landlord's option Tenant, at Tenant's expense, shall remove all alterations (including Tenant's Work) and restore the Premises to a 'vanilla box' condition. If Tenant does not remove its property of every kind and description from the Premises prior to the end of the Term, however ended, at Landlord's option, Tenant shall be conclusively presumed to have conveyed the same to Landlord under this Lease as a bill of sale without further payment or credit by Landlord to Tenant and Landlord may remove the same and Tenant shall pay the cost of such removal to Landlord within thirty (30) days after receipt of Landlord's invoice; provided, however, that

prior to Landlord incurring any removal costs Landlord shall first furnish Tenant with Landlord's proposed removal costs and Tenant shall have the right within ten (10) days after such notice to remove all such property, at Tenant's sole cost and expense. If Tenant fails to remove such property within such 10-day period, Landlord shall have the right to remove the same as provided herein and Tenant shall be responsible for Landlord's removal costs in accordance with this Section 22. Tenant's obligation to observe or perform this covenant shall survive the expiration or other termination of the Term of this Lease. In addition, Tenant shall also assign to Landlord any applicable warranties with respect to the HVAC Units that have been installed by Tenant pursuant to Paragraph 9(d) above.

23. Covenant Against Liens. Tenant has no authority or power to cause or permit any lien or encumbrance of any kind whatsoever, whether created by act of Tenant, operation of law or otherwise, to attach to or be placed upon Landlord's title or interest in the Building or the Premises, and any liens and encumbrances created by Tenant shall attach to Tenant's interest only. Tenant covenants and agrees not to suffer or permit any lien of mechanics or materialmen or others to be placed against the Building or the Premises with respect to work or services claimed to have been performed for or materials claimed to have been furnished to Tenant or the Premises, and in case of any such lien attaching, Tenant covenants and agrees immediately to cause it to be released and removed of record. Tenant shall give Landlord notice at least five (5) days prior to the commencement of any Tenant Work or permitted alterations (or such additional time as may be necessary under applicable Laws), to afford Landlord the opportunity of posting and recording appropriate notices of non-responsibility. Tenant shall remove or bond over any such claim, lien or encumbrance by bond or otherwise within twenty (20) business days after Tenant's receipt of notice by Landlord. If Tenant fails to do so, Landlord may pay the amount or take such other action as Landlord deems necessary to remove such claim, lien or encumbrance, without being responsible for investigating the validity thereof. The amount so paid and costs incurred by Landlord shall be deemed Additional Rent under this Lease payable upon demand, without limitation as to other remedies available to Landlord.

24. Environmental.

(a) Landlord represents that there is no asbestos containing materials in the Premises and that there are no "Hazardous Materials" (as defined below) in the Premises. If Tenant discovers any asbestos containing materials or any Hazardous Materials during Tenant's construction not caused by Tenant Landlord, at Landlord's sole cost and expense, shall remove all such asbestos containing materials and Hazardous Materials.

(b) Tenant shall not transport, use, store, maintain, generate, manufacture, handle, dispose, release or discharge any "Hazardous Material" upon or about the Building, or permit Tenant's employees, agents, contractors, invitees and other occupants of the Premises to engage in such activities upon or about the Building, unless such Hazardous Material is customarily and legally used in the business or activity expressly permitted to be undertaken in the Premises under Section 3 above, provided: (a) such substances shall be used and maintained only in such quantities as are reasonably necessary for such permitted use of the Premises and the ordinary course of Tenant's business therein, strictly in accordance with all applicable Laws, highest prevailing standards, and the manufacturers' instructions therefor; (b) such substances shall not be disposed of, released or discharged in the Building, and shall be transported to and from the Premises in compliance with all applicable Laws, and as Landlord shall reasonably require; (c) if any applicable Law or Landlord's trash removal contractor requires that any such substances be disposed of separately from ordinary trash, Tenant shall make arrangements at Tenant's expense for such disposal directly with a qualified and licensed disposal company at a lawful disposal site subject to scheduling and approval by Landlord; and (d) any remaining substances shall be completely, properly and lawfully removed from the Building upon expiration or earlier termination of this Lease, and (e) for purposes of removal and disposal of

any such substances, Tenant shall be named as the operator and generator, and execute all permit applications, manifests, waste characterization documents and any other required forms.

(c) Tenant shall promptly notify Landlord of: (i) any enforcement, cleanup or other regulatory action taken or threatened by any governmental or regulatory authority with respect to the presence of any Hazardous Material on the Premises or the migration thereof from or to other property, (ii) any demands or claims made or threatened by any party relating to any loss or injury resulting from any Hazardous Material on the Premises, (iii) any release, discharge or non-routine, improper or unlawful disposal or transportation of any Hazardous Material on or from the Premises or in violation of this Section 24, and (iv) any matters where Tenant is required by Law to give a notice to any governmental or regulatory authority respecting any Hazardous Material on the Premises. Landlord shall have the right (but not the obligation) to join and participate, as a party, in any legal proceedings or actions affecting the Premises initiated in connection with any environmental, health or safety Law. At such times as Landlord may reasonably request, Tenant shall provide Landlord with a written list, certified to be true and complete, identifying any Hazardous Material then used, stored, or maintained upon the Premises, the use and approximate quantity of each such material, a copy of any material safety data sheet ("MSDS") issued by the manufacturer therefor, and such other information as Landlord may reasonably require or as may be required by Law. The term "**Hazardous Material**" for purposes hereof shall mean any chemical, substance, material or waste or component thereof which is now or hereafter listed, defined or regulated as a hazardous or toxic chemical, substance, material or waste or component thereof by any federal, state or local governing or regulatory body having jurisdiction, or which would trigger any employee or community "right-to-know" requirements adopted by any such body, or for which any such body has adopted any requirements for the preparation or distribution of an MSDS.

(d) If any Hazardous Material is released, discharged or disposed of by Tenant or any other occupant of the Premises, or their employees, agents or contractors, on or about the Building in violation of the foregoing provisions, Tenant shall immediately, properly and in compliance with applicable Laws clean up and remove the Hazardous Material from the Building and any other affected property and clean or replace any affected personal property whether or not owned by Landlord, at Tenant's expense (without limiting Landlord's other remedies therefor). Tenant's obligations as set forth in this Section 24(d) shall be subject to receipt by Tenant of a report by Landlord's environmental consultant disclosing Tenant's violation of this Section 24(d). If Tenant contests Landlord's report, Landlord and Tenant shall jointly agree on a third party environmental consultant to determine whether Tenant has violated this Section 24(d), the cost of such third party environmental consultant to be shared equally by Landlord and Tenant. In the event Landlord and Tenant cannot jointly agree on a third party consultant, the matter shall be submitted to the American Arbitration Association for the limited purpose of naming an independent third party environmental consultant. Such clean up and removal work shall be subject to Landlord's prior written approval except in emergencies), and shall include, without limitation, any testing, investigation, and the preparation and implementation of any remedial action plan required by any court or governmental body having jurisdiction. If Landlord or any mortgagee or governmental body arranges for any tests or studies showing that any environmental law has been violated by Tenant, Tenant shall pay for the costs of such tests.

(e) If any Hazardous Material is released, discharged or disposed of by Landlord or Landlord's employees, agents or contractors, on or about the Building in violation of the foregoing provisions, Landlord shall immediately, properly and in compliance with applicable Laws clean up and remove the Hazardous Material from the Building. If such contamination or remediation renders the Premises unusable for the Permitted Business, Tenant's Rent shall abate proportionately during the time the Premises are unusable.

(f) If any Hazardous Material is released, discharged or disposed of on or about the Building and such release, discharge or disposal is not caused by Tenant or Landlord or their respective

employees, agents or contractors, such release, discharge or disposal shall be deemed casualty damage under Section 14 to the extent that the Building or Premises are affected thereby; in such case, Landlord and Tenant shall have the obligations and rights respecting such casualty damage provided under said Section 14.

25. Quiet Enjoyment. Subject to the provisions of this Lease, Landlord covenants that Tenant, on paying the Rent and performing the covenants of this Lease on its part to be performed, shall and may peaceably have, hold and enjoy the Premises for the Term.

26. Parking. Commencing on the Parking Lot Commencement Date (as hereinafter defined, Landlord agrees that Tenant shall have the exclusive right to use the twenty-three (23) parking spaces in the parking lot (the "**Parking Lot**") adjacent to the Building as depicted on Exhibit C attached hereto and incorporated by reference, subject to the terms and provisions of this Section 26. Two (2) of such parking spaces shall be covered and adjacent to the covered Building entrance for the valet drop off pursuant to Section 35 below. All of such spaces shall be marked "Reserved to Tenant" by Landlord. In the event such spaces are used by unauthorized vehicles Tenant, at Tenant's sole cost and expense and subject to all applicable Laws shall have the right to tow such unauthorized vehicles from Tenant's exclusive spaces.; provided, however, that Tenant shall utilize Landlord's towing company in connection with any such towing. The "**Parking Lot Commencement Date**" shall be the date designated by Tenant on Tenant's notice to Landlord that Tenant has elected to commence the use of such parking spaces, which date shall be no less than thirty (30) days prior to the date set forth in Tenant's notice. Tenant acknowledges that prior to the Parking Lot Commencement Date, Landlord shall have the right to use and/or rent such parking spaces and any such parking revenue shall be for the sole benefit of Landlord. Upon the Parking Lot Commencement Date, the charge to Tenant for the use of such twenty three (23) exclusive spaces shall be Four Thousand Six Hundred Dollars (\$4,600.00) per month (based on a rate of \$200.00 for each parking space), which amount shall increase to the then market rate for parking spaces in the Parking Lot commencing on January 1, 2021 and on the 1st day of January of each year thereafter during the Term (the "**Parking Fee**"). The monthly Parking Fee shall be paid to Landlord as additional rent in the same manner as Base Rent on the 1st day of each month commencing on January 1, 2020. In addition, to the extent additional parking spaces are available, Tenant shall have the right to use such spaces on a month-to-month basis upon notice to Landlord and the payment to Landlord of the Parking Fee with respect to such additional spaces. The cost of repairs, maintenance and replacements of the Parking Lot shall be included in Expenses under Section 5(a)(iii) above.

27. Safety and Security Devices, Services and Programs. Landlord shall have no obligation to provide any safety or security devices, services or programs for Tenant or the Building and shall have no liability for failure to provide the same or for inadequacy of any measures provided. However, Landlord may institute or continue such safety or security devices, services and programs as Landlord in its sole discretion deems necessary. The costs and expenses of instituting and maintaining such devices, services and programs shall be borne by Tenant as a part of Expenses, or as a separate, additional charge to Tenant based on Tenant's Proportion or such other reasonable factors as Landlord shall determine. The parties acknowledge that safety and security devices, services and programs provided by Landlord, if any, while intended to deter crime and enhance safety, may not in given instances prevent theft or other injurious acts or ensure safety of parties or property. The risk that any safety or security device, service or program may not be effective, or may malfunction, or be circumvented, is assumed by Tenant with respect to Tenant's property and interests, and Tenant shall obtain insurance coverage to the extent Tenant desires protection against such acts and other losses, beyond that described in Section 12. Tenant agrees to cooperate in any safety or security program developed by Landlord or required by Law.

28. Loading Dock/Front Door.

(a) Tenant acknowledges that it has been advised that Starbuck's has the exclusive right to use the loading dock during the hours of 4:00 a.m. to 10:00 a.m. and 1:00 p.m. to 3:30 p.m. daily and Tenant agrees that it will not use the loading dock during such hours. In the event the Starbuck's lease terminates, Landlord agrees that Tenant shall not be subject to the loading dock restrictions set forth herein or any subsequent restrictions relating to the hours in which the loading dock may be used.

(b) Landlord agrees that Tenant shall have the right to use the front entrance of the Building for any time sensitive deliveries and during the completion of Tenant's Work for the delivery of construction materials, provided that such deliveries do not adversely affect the use of the front entrance by other tenants of the Building and such deliveries are subject to such reasonable requirements imposed by Landlord. Tenant shall be responsible, at Tenant's sole cost and expense, to clean the front entrance of any debris arising out of its use of the front entrance pursuant to this Section 28(b).

29. Estoppel Certificates. Either party shall from time to time, within ten (10) business days after written request from the other, execute, acknowledge and deliver a statement: (i) certifying that this Lease is unmodified and in full force and effect or, if modified, stating the nature of such modification and certifying that this Lease as so modified, is in full force and effect (or if this Lease is claimed not to be in force and effect, specifying the grounds therefor) and the dates to which Rent and other charges hereunder have been paid, and the amount of any security deposit, (ii) acknowledging that there are not, to such party's knowledge, any uncured defaults on the part of the other party hereunder, or specifying such defaults if any are claimed, and (iii) certifying such other factual matters as such party may reasonably request, or as may be reasonably requested by Landlord's current or prospective lenders, insurance carriers, auditors, and prospective purchasers. Any such statement may be relied upon by any such parties. If either party shall fail to execute and return such statement within the time required herein, such party shall be deemed to have agreed with the matters set forth therein, and the requesting party acting in good faith shall be authorized as the other party's attorney-in-fact to execute such statement on behalf of the requesting party.

30. Brokerage. Landlord and Tenant represent and warrant to each other that Landlord and Tenant, as the case may be, have not dealt with any broker in connection with this Lease except for Tenant Advisors, Inc. and CBRE (collectively, the "**Brokers**") and each of Landlord and Tenant agrees to defend, indemnify and hold the other harmless from all damages, judgments, liabilities and expenses (including attorneys' fees) arising from any claims or demands of any broker, agent or finder with whom such party has dealt for any commission or fee alleged to be due in connection with its participation in the procurement of Tenant or the negotiation of this Lease other than the Brokers. Landlord shall be obligated to pay the Brokers a commission upon consummation of this transaction pursuant to a separate agreement between Landlord and the Brokers.

31. Miscellaneous.

(a) No payment by Tenant or receipt by Landlord of a lesser amount than any installment or payment of Rent due shall be deemed to be other than a payment on account of the amount due and no endorsement or statement on any check or any letter accompanying any check or payment of Rent shall 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 installment or payment of Rent or pursue any other remedies available to Landlord.

(b) No receipt of money by Landlord from Tenant after the termination of this Lease or after the service of any notice or after the commencement of any suit, or after final judgment for possession of the Premises shall reinstate, continue or extend the Term of this Lease or affect any such notice, demand or suit.

(c) No waiver of any default of the Tenant hereunder shall be implied from any omission by Landlord to take any action on account of such default and if such default be repeated, no express waiver shall affect any default other than the default specified in the express waiver and then only for the time and to the extent therein stated. Receipt of Rent by Landlord, with knowledge of any breach of this Lease by Tenant or of any default by Tenant in the observance or performance of any of the conditions or covenants of this Lease, shall not be deemed to be a waiver of any provision of this Lease.

(d) The words "**Landlord**" and "**Tenant**" wherever used in the Lease shall be construed to mean plural where necessary, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

(e) Each provision of this Lease shall extend to and shall, as the case may require, bind and inure to the benefit of Landlord and Tenant and their respective heirs, legal representatives, successors and assigns; provided, however, that nothing contained in this subsection shall be construed to be a consent by Landlord to any assignment or subletting except as otherwise provided for in this Lease.

(f) All riders and exhibits attached to this Lease referred to herein are hereby made a part of this Lease as though inserted in this Lease.

(g) The headings of sections are for convenience only and do not limit or construe the contents of the sections.

(h) Landlord's title is and always shall be paramount to the title of Tenant, and nothing herein contained shall empower the Tenant to do any act which can, shall or may encumber such title. If Landlord shall fail to perform or observe any term, condition, covenant or obligation required to be performed or observed by it under this Lease and if Tenant shall, as a consequence thereof, recover a money judgment against Landlord, Tenant agrees that it shall look solely to Landlord's right, title and interest in and to the Premises for the collection of such judgment, that being the sole asset to which Tenant may look for payment of any such judgment; and Tenant further agrees that no other assets of Landlord, wherever situate, shall be subject to levy, execution or other process for the satisfaction of Tenant's judgment and that Landlord shall not be liable for any deficiency.

(i) The laws of the State of Illinois shall govern the validity, performance and enforcement of this Lease.

(j) If any term, covenant or condition of this Lease or application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Lease shall be valid and be enforced to the fullest extent permitted by law.

(k) Tenant warrants and represents that it has full power and authority to execute this Lease. In the event Tenant is a general partnership or consists of two or more individuals, all present and future partners or individuals, as applicable, shall be jointly and severally liable hereunder.

(l) Landlord has no obligation pursuant to this Lease except as expressly provided for herein. The references to "**Landlord**" in this Lease shall be limited to mean and include only the owner or owners, at the time, of the fee simple interest in the demised Premises. In the event of a sale or transfer of such interest (except a mortgage or other transfer as security for a debt), the "**Landlord**" named herein, or, in the case of a subsequent transfer, the transferor, shall, after the date of such transfer, be automatically released from all liability for the performance or observance of any term, condition, covenant or obligation required to be performed or observed by Landlord hereunder; and the transferee shall be deemed to have assumed.

(m) This Lease, including all schedules of exhibits attached hereto and made a part hereof, sets forth all the covenants, promises, agreements, conditions and understandings between Landlord and Tenant, concerning the Premises and there are no covenants, promises, agreements, conditions, or understandings, either oral or written, between them other than herein set forth, except as herein otherwise provided. No subsequent alteration, amendment, change or addition to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by them.

(n) Notices hereunder shall be in writing and shall be deemed given when received if:

(i) Served by Landlord upon Tenant when addressed to Tenant and served by forwarding to Tenant through certified or registered mail at 2555 Patriot Boulevard, Glenview, Illinois 60026 with a courtesy copy to Berton Ring, P.C., 123 West Madison Street, Suite 1500, Chicago, Illinois 60602.

(ii) Served by Tenant upon Landlord when addressed to Landlord and served by forwarding through certified or registered mail, postage prepaid, at 55 E. Jackson Blvd., Suite 500, Chicago, Illinois 60604 or to such other address and such other parties as notified by Landlord.

(o) The preparation of this Lease has been a joint effort of the parties hereto and the resulting documents shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

(p) Notwithstanding anything in this Lease to the contrary, with respect to any provision of this Lease which requires Landlord's consent or approval, Tenant shall not be entitled to make, nor shall Tenant make, any claim for (and Tenant hereby waives any claim for) money damages as a result of any claim by Tenant that Landlord has unreasonably withheld or unreasonably delayed any consent or approval, but Tenant's sole remedy shall be an action or proceeding to enforce such provision, or for specific performance, injunction or declaratory judgment.

(q) Tenant shall pay before delinquent all taxes, assessments, license fees, charges or other governmental impositions assessed against or levied or imposed upon Tenant's business operations, Tenant's leasehold interest, or based on Tenant's use or occupancy of the Premises, or Tenant's fixtures, furnishings, equipment, leasehold improvements, inventory, merchandise, and personal property located in the Premises (whether or not title shall have vested in Landlord pursuant to any provision hereof). Whenever possible, Tenant shall cause all such items to be assessed and billed separately from the property of Landlord and other parties. If any such items shall be assessed and billed with the property of Landlord or another party, Landlord shall include the same or an appropriate portion thereof in Expenses, or shall reasonably allocate the

same or an appropriate share thereof between Tenant and such other party (and Tenant shall promptly pay the amount so allocated to Tenant).

(r) If either party fails to perform timely any of the terms, covenants and conditions of this Lease on such party's part to be performed, and such failure is due in whole or in part to any strike, lockout, labor trouble, civil disorder, inability to procure materials or labor, failure of power, restrictive governmental orders, laws or regulations, riots, insurrections, war, fuel or energy shortages, accidents, casualties, acts of agents, employees, contractors, licensees or invitees or any other cause beyond the reasonable control of such party, then such party shall not be deemed to be in default under this Lease as a result of such failure (such events being referred to as "**Force Majeure**").

(s) THE PARTIES HEREBY WAIVE TRIAL BY JURY IN ANY CLAIM, ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER PARTY AGAINST THE OTHER ON ANY MATTERS ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT, OR TENANT'S USE AND OCCUPANCY OF THE PREMISES.

(t) In the event of any litigation concerning this Lease, the prevailing party shall be entitled to receive from the losing party costs and reasonable attorneys fees through all appeals.

(u) Pursuant to the Illinois Electronic Commerce Security Act (the "**ECSA**"), Landlord and Tenant agree that facsimile or electronic (pdf) signatures may be used in place of original signatures on this Lease. Landlord and Tenant intend to be bound by the signatures on the facsimile or electronic (pdf) document, are aware that the other party and third parties, may rely upon the facsimile or electronic (pdf) signatures and hereby waive any defenses to the enforcement of the terms of this Lease based on the form of signature. To the extent of any conflict between the provisions of this Section 31(u) and the ECSA, the provisions of the ECSA shall prevail.

32. Security Deposit.

(a) To secure the prompt and faithful performance by Tenant of each and every term, covenant and condition to be performed or observed by Tenant hereunder, including, but without limitation, such terms, covenants and conditions in this Lease which become applicable upon the termination of this Lease or Tenant's right to possession of the Premises, Tenant shall deposit, within ten (10) business days after the mutual execution and delivery of this Lease, a letter of credit in the amount of Four Hundred Thousand and No/100 Dollars (\$400,000.00) and in accordance with the applicable requirements of this Section 32. The Security Deposit required hereunder shall be subject to the following terms and conditions:

(i) such Security Deposit or any part or portion thereof not previously applied, or, from time to time, such one or more parts or portions thereof, may be applied to the curing of any Event of Default that may then exist, without prejudice to any other remedy or remedies which the Landlord may have on account thereof, and upon such application, Tenant shall cause the issuing bank to increase the amount of the letter of credit to the amount of the Security Deposit (as adjusted pursuant to Section 32(c) below);

(ii) should the Building be conveyed by Landlord, the letter of credit or any portion thereof not previously applied shall be turned over to Landlord's grantee and Tenant shall be provided with written notice and confirmation of the transfer signed by Landlord and Landlord's grantee, and if the same be turned over to Landlord's grantee, after the provision of written notice of

the transfer and confirmation of the transfer signed by Landlord and Landlord's grantee, Tenant hereby releases Landlord from any and all liability with respect to the Security Deposit and/or its application or return, and Tenant agrees to look to such grantee for such application or return;

(iii) Tenant shall look exclusively to Landlord or its successors pursuant to Paragraph 32(a)(ii) above for the return of the Security Deposit upon the expiration of this Lease;

(iv) subject to Section 32(c) below, if Tenant shall faithfully fulfill, keep, perform and observe all of Tenant's obligations, covenants, conditions and agreements hereunder, the Security Deposit, or the part or portion thereof not previously applied, shall be returned by Landlord to Tenant no later than sixty (60) business days after the later of the expiration of the Term, or any renewal or extension thereof, provided Tenant has vacated the Premises and surrendered possession thereof to the Landlord at the expiration of the Term or any extension or renewal thereof in accordance with the provisions of this Lease;

(v) Landlord, on behalf of itself and its successors, reserves the right, at its sole option, to return to Tenant the Security Deposit or what may then remain thereof, at any time prior to the date when Landlord, or its successors, is obligated hereunder to return the same, but such return shall not in any manner be deemed to be a waiver of any default by the Tenant hereunder then existing nor to limit or extinguish any liability of Tenant hereunder; and

(vi) the Security Deposit may not be used as Rent.

(b) The letter of credit to be delivered to Landlord pursuant to Section 32(a) above shall be a clean, unconditional, irrevocable letter of credit, in the amount of the Security Deposit, issued to Landlord, and in compliance with the terms and conditions of this Section 32. Such letter of credit shall be: (i) in form and substance substantially as set forth in **Exhibit D** (with the following criteria at a minimum); (ii) in the required amount of the Security Deposit; (iii) issued by a commercial bank acceptable to Landlord from time to time with offices located in Chicago, Illinois for the account of Tenant, and its permitted successors and assigns under this Lease; (iv) made payable to, and expressly transferable and assignable one or more times at no charge by, the owner from time to time of the Building (which transfer/assignment shall be conditioned only upon the execution of a reasonable and customary written document in connection therewith), whether or not the original account party of the letter of credit continues to be the Tenant under this Lease by virtue of a change in name or structure, merger, assignment, transfer or otherwise; (v) payable at sight upon presentment to a Chicago, Illinois branch of the issuer of a simple sight draft stating only that Landlord is permitted to draw on the letter of credit under the terms of this Lease and setting forth the amount that Landlord is drawing; (vi) of a term not less than one (1) year and shall on its face state that the same shall be renewed automatically, without the need for any further written notice or amendment, for successive minimum one year periods, unless the issuer notifies Landlord in writing, at least sixty (60) days prior to the expiration date thereof, that such issuer has elected not to renew the letter of credit (which will thereafter entitle Landlord to draw on the letter of credit and hold same as a cash security deposit); and (vii) at least thirty (30) days prior to the then current expiration date of such letter of credit, either (A) renewed (or automatically and unconditionally extended) from time to time through the ninetieth (90th) day after the expiration of the Term (unless reduced pursuant to Section 32(c) below), or (B) replaced by Tenant with another letter of credit meeting the requirements of this Section 32(b), in the full required amount. Tenant shall cooperate with Landlord to effect any modifications, transfers or replacements of the letter of credit requested by Landlord in order to assure that Landlord is at all times fully secured by a valid letter of credit that may be drawn upon by Landlord, its successors and assigns. If any of the aforesaid requirements are not complied with timely, then, an immediate Event of Default shall be deemed to have occurred, and Landlord shall have the right to immediately draw upon the letter of credit

without notice to Tenant. Each letter of credit shall be issued by a commercial bank that has a credit rating with respect to certificates of deposit, short term deposits or commercial paper of at least A-2 (or equivalent) by Moody's Investor Service, Inc., or at least P-2 (or equivalent) by Standard & Poor's Corporation, and shall be otherwise acceptable to Landlord in its sole and absolute discretion. If the issuer's credit rating is reduced below A-2 (or equivalent) by Moody's Investors Service, Inc. or below P-2 (or equivalent) by Standard & Poor's Corporation, or if the financial condition of such issuer changes in any other materially adverse way, then, Landlord shall have the right to require that Tenant obtain from a different issuer a substitute letter of credit that complies in all respects with the requirements of this Section 32(b), and Tenant's failure to obtain such substitute letter of credit within fifteen (15) days following Landlord's written demand therefor (with no other notice or cure or grace period being applicable thereto, notwithstanding anything in this Lease to the contrary) shall entitle Landlord to immediately draw upon the then existing letter of credit in whole or in part, upon written notice to Tenant, after which Landlord shall hold and/or apply the cash proceeds of such letter of credit as a cash security deposit in accordance with this Lease. In the event the issuer of any letter of credit held by Landlord is insolvent or is placed into receivership or conservatorship by the Federal Deposit Insurance Corporation, or any successor or similar entity, or if a trustee, receiver or liquidator is appointed for the issuer, then, effective as of the date of such occurrence, said letter of credit shall be deemed to not meet the requirements of this Section 32(b), and, within ten (10) business days thereof, Tenant shall replace such letter of credit with other collateral acceptable to Landlord in its reasonable discretion (and Tenant's failure to do so shall, notwithstanding anything in this Lease to the contrary, constitute a default for which there shall be no notice or grace or cure periods being applicable thereto other than the aforesaid 10-business day period). Any failure or refusal of the issuer to honor the letter of credit shall be at Tenant's sole risk and shall not relieve Tenant of its obligations under this Lease.

(c) Provided that during the twelve (12) month period immediately preceding the effective date of any reduction of the letter of credit, Tenant has timely paid all Rent and no Event of Default has occurred under this Lease (the "**LC Reduction Conditions**"), Tenant may reduce the letter of credit amount as follows: (a) by \$100,00.00 effective as of December 31, 2021; (b) by \$100,000.00 effective as of December 31, 2022; and (c) by \$100,000.00 effective as of December 31, 2023, whereupon the letter of credit shall be maintained in the amount of \$100,000.00 for the remainder of the Term. Notwithstanding anything to the contrary contained in this Section 32(c), if an Event of Default occurs at any time prior to the effective date of any reduction of the letter of credit amount, then Tenant shall have no further right to reduce the letter of credit amount. Any reduction in the letter of credit amount shall be accomplished by Tenant providing Landlord with a substitute letter of credit in the reduced amount or an amendment to the existing letter of credit reflecting the reduced amount. So long as the LC Reduction Conditions are satisfied, Landlord will consent to the reduction in the letter of credit amount as provided above and reasonably cooperate with Tenant and issuer to effectuate a reduction in the letter of credit amount in accordance with the provisions of this Section 32(c).

33. Option to Renew. Provided no Default of this Lease by Tenant has occurred, and further that there does not exist any condition which by notice or passage of time would constitute a Default under this Lease, then Tenant may, by written notice to Landlord at least twelve (12) months prior to the Expiration Date, extend the Term of this Lease for two (2) additional five (5) year periods (each, a "**Renewal Term**"), subject to all of the other terms, covenants, and conditions contained in this Lease, all of which shall be applicable to each Extended Term, except that Base Rent for each Extended Term shall be the greater of (a) the Base Rent as set forth on Exhibit B2 attached hereto, or (b) the Fair Market Base Rent calculated pursuant to Exhibit B3 attached hereto. If no such notice is given pursuant to the terms hereof, then this Lease, without further action by the parties, shall terminate at the end of the initial Term or the first Renewal Term, as applicable. Tenant's right to renew this Lease under this Section 33 shall terminate if (1) this Lease or Tenant's right to possession of the Premises is terminated, (2) Tenant assigns any of its interest in this Lease or

sublets the Premises in violation of Section 17 above, or (3) Tenant fails to timely exercise its option under this Section 33, time being of the essence with respect to Tenant's exercise thereof.

34. Right of First Offer. Landlord agrees that if Landlord intends to lease any space on the lower level, the second (2nd) floor or the mezzanine of the Building (the "**ROFO Space**"), Landlord shall not lease such ROFO Space without first giving Tenant (i) notice of Landlord's intention to lease the ROFO Space, the proposed term and rental rate (including escalations, if any), abatements and allowances, if any, and other economic concessions that Landlord believes that it would agree to with respect to such space (the "**Offered Terms**") and (ii) ten (10) business days after the date of Tenant's receipt of such notice in which to commit in writing to lease such ROFO Space on the Offered Terms for the remainder of the Term, taking into account any modifications in such Offered Terms required by the fact that the remaining Term may be longer or shorter than that proposed by Landlord, and otherwise on the terms, covenants and conditions contained in this Lease. If Tenant fails, refuses or is otherwise unable to commit to such a lease within the ten (10) business day period, Landlord shall have the right to lease the ROFO Space to any third party or parties on such terms as are acceptable to Landlord and Landlord shall thereafter have no further obligation to offer the ROFO Space to Tenant. Tenant's rights under this Section 34 shall terminate if (a) this Lease or Tenant's right to possession of the Premises is terminated, (b) Tenant assigns any of its interest in this Lease or sublets any portion of the Premises, or (c) less than three (3) full calendar years remain in the initial Term of this Lease.

35. Valet Drop Off. Landlord acknowledges that Tenant shall require a sheltered entrance to the Building which is to be located at grade level and must be able to accommodate wheelchairs and stretchers (the "**Valet Drop Off**"). The construction of such access and the cost thereof is provided for in the Work Letter.

36. Emergency Generator. Landlord agrees that Tenant shall have the right to locate an emergency generator in the area of the Parking Lot labelled "Emergency Generator" on Exhibit H attached hereto and incorporated by reference (the "**Emergency Generator Area**"). Tenant shall not be required to pay for the use of the Emergency Generator Area except for the reduction of Landlord's Contribution as provided for in Section 9(a) of the Work Letter. Tenant shall, at Tenant's sole cost and expense, install a fence around the Emergency Generator Area and Tenant shall, at Tenant's sole cost and expense, be responsible for connecting such emergency generator to the Premises pursuant to plans to be approved by Landlord pursuant to the Work Letter. Following the installation of the emergency generator, Tenant shall maintain and repair the fence and the Emergency Generator Area and comply with all applicable laws relating to the emergency generator. In addition, Tenant's indemnity as set forth in Section 16(b) above shall be construed to also include the emergency generator and the Emergency Generator Area. Upon the expiration or other termination of the Term at Tenant's election, Tenant shall have the right to (x) remove the generator and restore the Emergency Generator Area to substantially the condition of the adjacent parking area or (y) provided the generator is in good working order abandon the generator, in which event the generator shall be deemed conveyed to Landlord which this Lease acting as a Bill of Sale. In the event the generator is not in good working order, Tenant shall be obligated to remove the generator pursuant to clause (x).

37. Tenant's Early Termination Option. Provided Tenant is not in default under this Lease on the date of the "Termination Notice" (as defined herein) and/or on the "Early Termination Date" (as defined herein), and so long as no event has occurred but for the passage of time or the giving of notice, or both, would constitute a default by Tenant under this Lease, Tenant shall have a one-time option to terminate the Lease (the "**Termination Option**") effective as of July 31, 2027 (the "**Early Termination Date**") by delivering written notice of such termination (the "**Termination Notice**") to Landlord no later than June 1, 2026, time being of the essence. Tenant must also pay to Landlord, by certified or cashier's check or by wire

transfer, a termination fee (the "**Termination Fee**") equal to the aggregate of (A) the unamortized balance of Landlord's Leasing Costs (as hereinafter defined) based on a one hundred fifty six (156) amortization schedule and an eight percent (8%) interest rate and (B) an amount equal to five (5) months of the then escalated Base Rent and Additional Rent (including any increases in Taxes and Expenses over the Base Year) due from Tenant as of the Early Termination Date. For purposes hereof, "**Landlord's Leasing Costs**" shall be the aggregate of (a) Landlord's unamortized transaction costs associated with leasing the Premises, (b) the amount of landlord's construction costs for any tenant improvements constructed by Landlord, if any, (c) the Tenant Improvement Allowance (as defined in the Work Letter), (d) brokerage commissions, and (e) the amount of the rent abatement provided for in this Lease. One-half (1/2) of the Termination Fee shall be paid to Landlord with Tenant's Termination Notice and the remaining one-half (1/2) of the Termination Fee shall be paid to Landlord no later than thirty (30) days prior to the Early Termination Date. Any attempt by Tenant to exercise its Termination Option by any method, at any time or in any circumstances other than as specifically set forth in this Section 36 will be null and void and of no force or effect at the sole option and discretion of Landlord. The Termination Option is reserved to Tenant and will not inure to the benefit of any assignees, sublessees, transferees or successors of Tenant. If Tenant exercises Tenant's Termination Option, then Tenant shall vacate and surrender possession of the Premises to Landlord on or before the Early Termination Date in the manner required under this Lease and both parties will be released from any further obligations under this Lease arising after the Early Termination Date, except that Tenant will remain liable to Landlord for (i) the payment of any and all Base Rent, Additional Rent and/or other amounts which accrue prior to the Early Termination Date but which become due on or after the Early Termination Date, and (ii) the performance of any and all of Tenant's obligations which accrue prior to the Early Termination Date but which become due on or after the Early Termination Date, which provisions shall survive such termination by Tenant. Upon Tenant's written request to Landlord after the Commencement Date, Landlord shall provide Tenant within thirty (30) days after receipt of Tenant's notice, Landlord's calculation of Landlord's Leasing Costs pursuant to the provisions of this Section 37.

38. Exclusive. Provided that Tenant is operating a substantial portion of the Premises for a fertility clinic, Landlord shall not enter into any lease or consent to the use and occupancy of any other space within the Building by a tenant or occupant whose primary use under such lease or occupancy agreement shall be for a fertility clinic (the "**Exclusive Use**"). For purposes of this Section 38, a use shall be deemed a "primary use" if such tenant derives more than fifteen percent (15%) of its revenue from providing fertility services. Notwithstanding anything to the contrary in the event a tenant of the Building violates the Exclusive Use without the consent or agreement of Landlord (a "**Rogue Tenant**"), Tenant shall not be entitled to any remedies if Landlord commences an action against such Rogue Tenant within sixty (60) days of Landlord's knowledge of such Rogue Tenant's violation and thereafter uses diligent and good faith efforts to enforce Landlord's rights under such Rogue Tenant's lease.

39. Memorandum of Lease. Upon Tenant's request, the parties shall record a "short form" Memorandum of Lease" identifying this Lease, substantially in the form of Exhibit F attached hereto and incorporated by reference. Any recording costs associated with the memorandum or short form of this Lease shall be borne by Tenant. Upon the expiration or earlier termination of this Lease, Tenant shall promptly execute and deliver to Landlord an instrument, in recordable form, wherein Tenant acknowledges the expiration or earlier termination of this Lease.

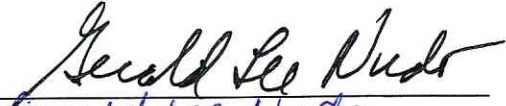
40. Guaranty. Contemporaneously herewith a guaranty in the form of Exhibit G shall be executed by the Guarantors identified in Exhibit G and delivered to the Landlord.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Lease has been duly executed by the parties hereto, as of the day and year first above written.

LANDLORD:

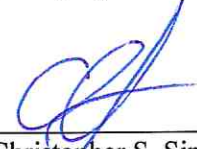
361 CHESTNUT LLC, an Illinois limited liability company

By: 
Name: Gerald Lee Nudo
Its: Manager

TENANT:

RIVER NORTH SURGERY CENTER LLC, a Delaware limited liability company

By: Fertility Surgical Partners LLC, an Illinois limited liability company
Its: Manager

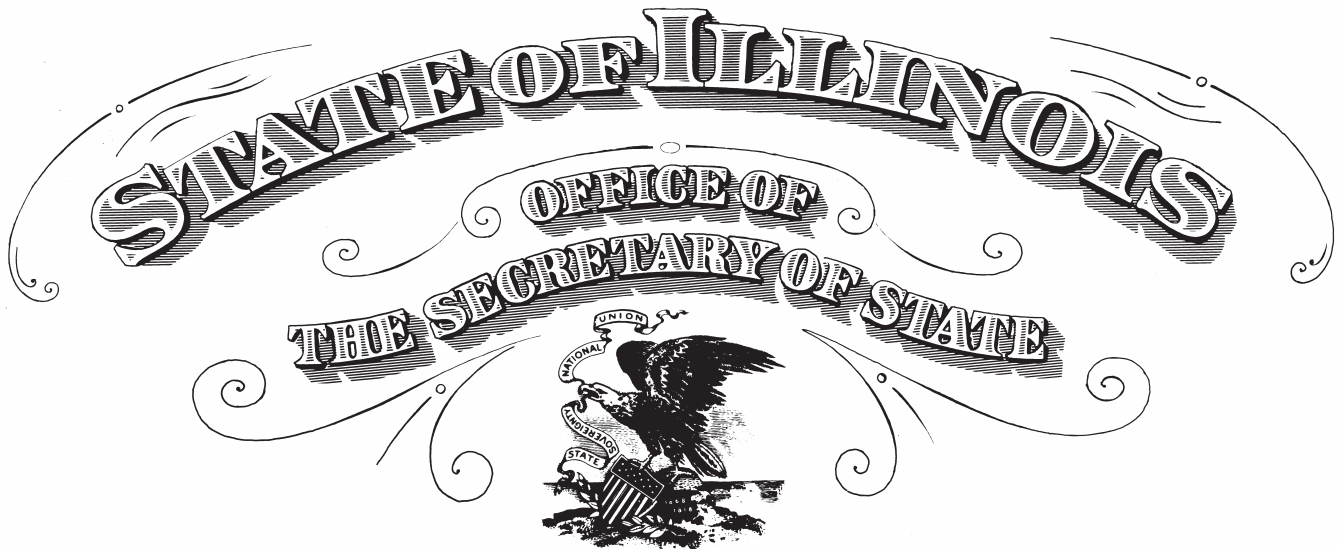
By: 
Name: Dr. Christopher S. Sipe MD
Its: Manager, and not individually

Section I, Identification, General Information, and Certification
Operating Identity/Licensee

1. The Illinois Certificate of Good Standing for River North Surgery Center, LLC is attached at Attachment – 3.
2. Myles Greenberg, M.D. is the sole member of Fertility Centers of Illinois, PLLC and is the only person with a 5% or greater direct or indirect ownership of the surgery center.

File Number

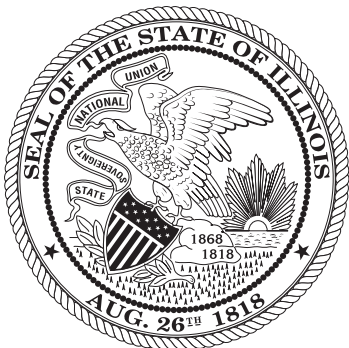
0406815-7



To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that

RIVER NORTH SURGERY CENTER, LLC, A DELAWARE LIMITED LIABILITY COMPANY HAVING OBTAINED ADMISSION TO TRANSACT BUSINESS IN ILLINOIS ON SEPTEMBER 28, 2012, APPEARS TO HAVE COMPLIED WITH ALL PROVISIONS OF THE LIMITED LIABILITY COMPANY ACT OF THIS STATE, AND AS OF THIS DATE IS IN GOOD STANDING AS A FOREIGN LIMITED LIABILITY COMPANY ADMITTED TO TRANSACT BUSINESS IN THE STATE OF ILLINOIS.



In Testimony Whereof, I hereto set
my hand and cause to be affixed the Great Seal of
the State of Illinois, this 12TH
day of MAY A.D. 2021 .

Jesse White

SECRETARY OF STATE

Authentication #: 2113201368 verifiable until 05/12/2022

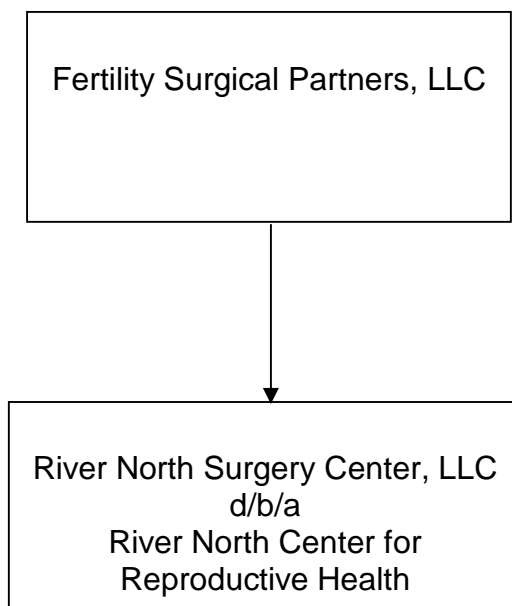
Authenticate at: <http://www.cyberdriveillinois.com>

Section I, Identification, General Information, and Certification

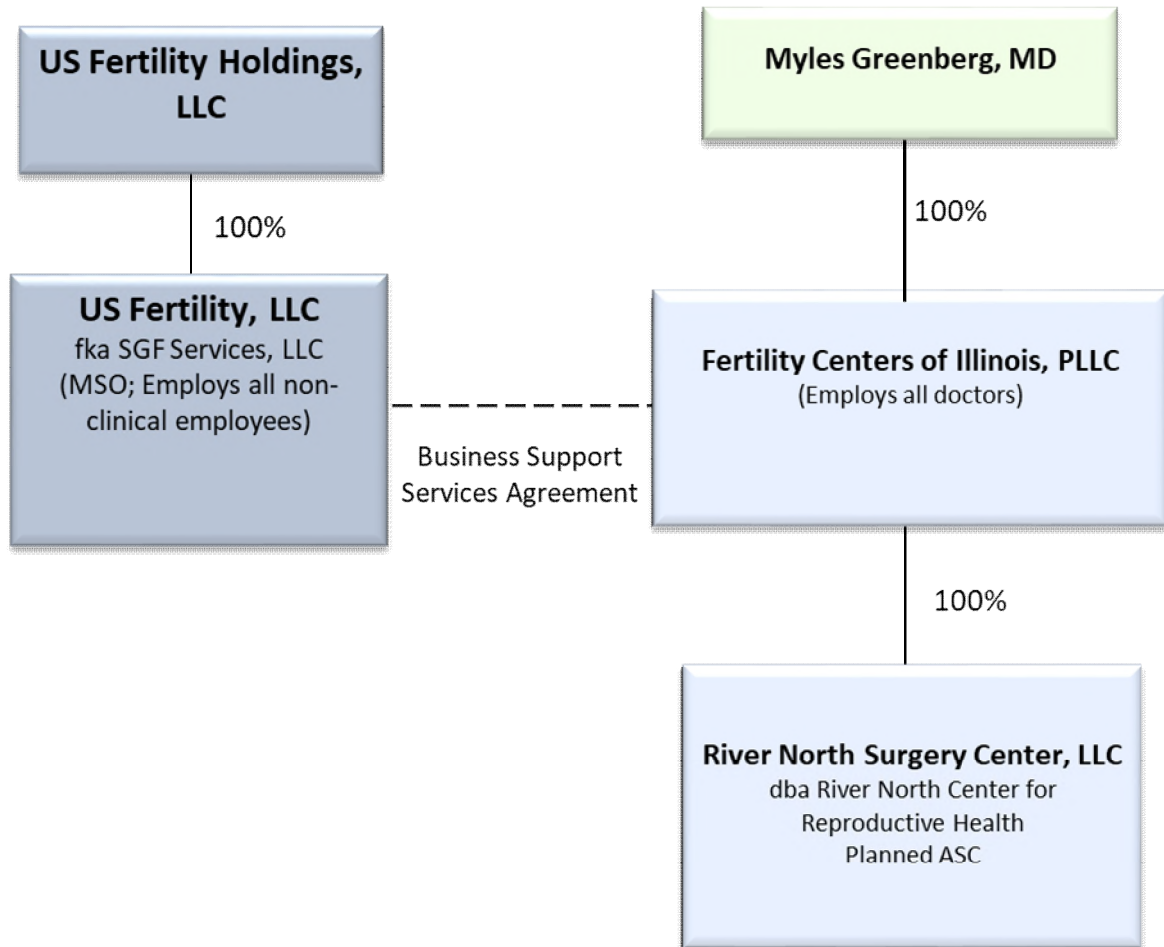
Organizational Relationships

The organizational charts showing the current organizational structure of River North Center for Reproductive Health, along with the post-transaction ownership structure are attached at Attachment - 4.

River North Center for Reproductive Health
Pre-Transaction Organization Chart



River North Center for Reproductive Health
Post-Transaction Organization Chart



Section II, Background of the Applicant

1. River North Center for Reproductive Health is the only health care facility in Illinois owned by the Applicants.
2. Letters from Christopher S. Sipe, M.D., Manager, Fertility Surgical Partners LLC, the member-manager of River North Surgery Center, LLC d/b/a River North Center for Reproductive Health, Myles Greenberg, M.D., Manager of Fertility Centers of Illinois, PLLC and Mark Segal, Manager US Fertility, LLC and US Fertility Holdings, LLC certifying no adverse action has been taken against any facility owned and/or operated by the Applicants during the three years prior to filing this application is attached at Attachment – 5.
3. An authorization permitting the State Board and the Illinois Department of Public Health (“IDPH”) access to any documents necessary to verify information submitted, including, but not limited to: official records of IDPH or other State agencies is attached at Attachment – 5.

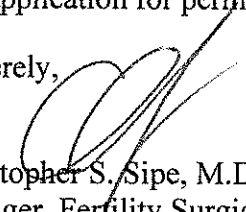
Debra Savage
Chair
Illinois Health Facilities and Services Review Board
525 West Jefferson Street, 2nd Floor
Springfield, Illinois 62761

Dear Chair Savage:

I hereby certify under penalty of perjury as provided in § 1-109 of the Illinois Code of Civil Procedure, 735 ILCS 5/1-109 that no adverse action has been taken against any facility owned or operated by River North Surgery Center, LLC d/b/a River North Center for Reproductive Health during the three years prior to filing this application.

Additionally, pursuant to 77 Ill. Admin. Code § 1110.1540(b)(3)(J), I hereby authorize the Health Facilities and Services Review Board ("HFSRB") and the Illinois Department of Public Health ("IDPH") access to any documents necessary to verify information submitted as part of this application for permit. I further authorize HFSRB and IDPH to obtain any additional information or documents from other government agencies which HFSRB or IDPH deem pertinent to process this application for permit.

Sincerely,



Christopher S. Sipe, M.D.
Manager, Fertility Surgical Partners LLC,
Member-Manager, River North Center Surgery Center, LLC
d/b/a River North Center for Reproductive Health

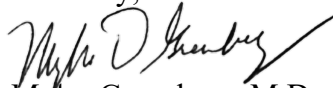
Debra Savage
Chair
Illinois Health Facilities and Services Review Board
525 West Jefferson Street, 2nd Floor
Springfield, Illinois 62761

Dear Chair Savage:

I hereby certify under penalty of perjury as provided in § 1-109 of the Illinois Code of Civil Procedure, 735 ILCS 5/1-109 that no adverse action has been taken against any facility owned or operated by Fertility Centers of Illinois, PLLC during the three years prior to filing this application.

Additionally, pursuant to 77 Ill. Admin. Code § 1110.1540(b)(3)(J), I hereby authorize the Health Facilities and Services Review Board (“HFSRB”) and the Illinois Department of Public Health (“IDPH”) access to any documents necessary to verify information submitted as part of this application for permit. I further authorize HFSRB and IDPH to obtain any additional information or documents from other government agencies which HFSRB or IDPH deem pertinent to process this application for permit.

Sincerely,

A handwritten signature in black ink, appearing to read 'Myles Greenberg', with a long horizontal stroke extending to the right.

Myles Greenberg, M.D.
President
Fertility Centers of Illinois, PLLC

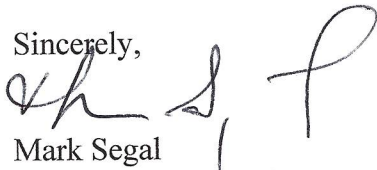
Debra Savage
Chair
Illinois Health Facilities and Services Review Board
525 West Jefferson Street, 2nd Floor
Springfield, Illinois 62761

Dear Chair Savage:

I hereby certify under penalty of perjury as provided in § 1-109 of the Illinois Code of Civil Procedure, 735 ILCS 5/1-109 that neither US Fertility, LLC or US Fertility Holdings, LLC own or operate a facility licensed by the Illinois Department of Public Health. As such, no "adverse action" as that term is defined in the Health Facilities and Services Review Board ("HFSRB") rules has been taken against any Illinois licensed facility owned or operated by US Fertility, LLC or US Fertility Holdings, LLC during the three years prior to filing the Certificate of Exemption application filed for the change of ownership of River North Center for Reproductive Health.

Additionally, pursuant to 77 Ill. Admin. Code § 1110.1540(b)(3)(J), I hereby authorize the HFSRB and the Illinois Department of Public Health ("IDPH") access to any documents necessary to verify information submitted as part of this application for permit. I further authorize HFSRB and IDPH to obtain any additional information or documents from other government agencies which HFSRB or IDPH deem pertinent to process this application for permit.

Sincerely,



Mark Segal
Chief Executive Officer
US Fertility, LLC
US Fertility Holdings, LLC

Section III, Change of Ownership (CHOW)**Criterion 1130.520 Requirements for Exemptions Involving the Change of Ownership of a Health Care Facility****Applicable Review Criteria – CHOW****1. 1130.520(b)(1)(A) – Names of the Parties**

River North Surgery Center, LLC d/b/a River North Center for Reproductive Health ("ASC") will be the operator/licensee of the ambulatory surgery center.

Fertility Centers of Illinois, PLLC ("FCI") will be the sole member of River North Surgery Center.

US Fertility, LLC ("US Fertility") will be the FCI service provider under a business support services agreement ("BSSA"), and under the terms of that BSSA, the ASC will be a variable interest entity of US Fertility.

US Fertility Holdings, LLC is the sole member of US Fertility, LLC

2. 1130.520(b)(1)(C) – Structure of the Transaction

The planned structure is that the operator/licensee of the ambulatory surgery center will remain River North Surgery Center, LLC, which will be a wholly owned subsidiary of FCI. FCI was also a co-applicant on the certificate of need application (Proj. No. 19-003), and therefore is a permit holder. FCI is affiliated with US Fertility, which provides non-clinical administrative support to FCI pursuant to a BSSA. After completion of the transaction and under the terms of that BSSA, the ASC will be a variable interest entity of U.S. Fertility.

3. 1130.520(b)(1)(D) – Name of Licensed Entity After Transaction

River North Surgery Center, LLC d/b/a River North Center for Reproductive Health

4. 1130.520(b)(1)(E) – List of Ownership or Membership Interest in the Licensed Entity Prior to and After the Transaction

The organizational charts showing the current organizational structure of River North Center for Reproductive Health, along with the post-transaction ownership structure are attached at Attachment - 4.

5. 1130.520(b)(1)(F) – Fair Market Value of the Assets to be Transferred

\$558,700

6. 1130.520(b)(1)(G) – Purchase Price of Other Forms of Consideration to be Paid

\$558,700

7. 1130.520(b)(2) – Affirmations

In accordance with 77 Ill. Admin. Code § 1130.250(b)(2), the Applicants affirm that any project for which permits have been issued will be completed or altered in accordance with State Board requirements.

8. **1130.520(b)(3) – If Ownership change is for a hospital, affirmation that the facility will not adopt a more restrictive charity care policy than the policy that was in effect one year prior to the transaction.**

Not Applicable

9. **1130.520(b)(4) – Anticipated Benefits to the Community**

Benefits to the community will be as described in the certificate of need application for River North Center for Reproductive Health (Proj. No. 19-003).

10. **1130.520(b)(5) – Anticipated or Potential Cost Savings**

The Applicants have not identified any empirically quantifiable cost savings at the outset of corporate restructuring.

11. **1130.520(b)(6) – Quality Improvement Program**

The ASC will develop a data-driven quality assessment and improvement program that addresses measurable improvements in patient health outcomes and improves patient safety by addressing quality of care indicators or performance measures, adverse events, the reduction of medical errors, and infection control.

12. **1130.520(b)(7) – Selection Process for Governing Body**

The ASC will be a member-managed limited liability company. FCI will be the sole corporate member of the ASC, and Myles Greenberg, M.D. is the member-manager of FCI.

13. **1130.520(b)(9) – Change to Scope of Service or Levels of Care**

There are no proposed changes to the scope of services or levels of care that were planned to be provided at the facility that are anticipated to occur within 24 months after the corporate restructuring.

Section IV – Charity Care Information

River North Center for Reproductive Health is a newly formed entity and has no historical data on net revenue of charity care. Thus, it cannot report charity care data and has no historical payor mix experience.

After paginating the entire completed application indicate, in the chart below, the page numbers for the included attachments:

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1	Applicant Identification including Certificate of Good Standing	18 – 22	
2	Site Ownership	23 – 56	
3	Persons with 5 percent or greater interest in the licensee must be identified with the % of ownership.	57 – 58	
4	Organizational Relationships (Organizational Chart) Certificate of Good Standing Etc.	59 – 61	
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