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EXHIBIT A

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LEASE AGREEMENT BETWEEN

351 MORTGAGE LOAN BORROWER LLC

as Landlord

and

JENNER & BLOCK LLP

as Tenant

Dated: June 30, 2006

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LEASE AGREEMENT

THIS LEASE AGREEMENT (this "**Lease**") is made this 30th day of June, 2006 between 351 MORTGAGE LOAN BORROWER LLC, a Delaware limited liability company ("**Landlord**"), and JENNER & BLOCK LLP, an Illinois limited liability partnership ("**Tenant**"), for space in the building to be constructed between Dearborn and Clark Streets at Kinzie Street and to be known as 351 North Clark Street, Chicago, Illinois (such building, together with the land upon which it is situated (the "**Land**"), being herein referred to as the "**Building**").

WHEREAS, Landlord is a limited liability company of which the sole member is 351 Mezzanine LLC, a Delaware limited liability company, of which the sole member is SPD/Babson LLC, a Delaware limited liability company ("**SPP/Babson**"), of which presently the sole member is South Parcel Development, LLC, an Illinois limited liability company.

The following schedule (the "**Schedule**") sets forth certain basic terms of this Lease:

SCHEDULE

1. Premises:

The space all in the locations depicted on the demising plans attached hereto as Exhibits A-1 through A-15. The Premises is divided into several components based on the location thereof and designated as follows:

(a) The "**Receiving Room Premises**" located in the area depicted on Exhibit A-3 of the Retail Level of the Building, consisting of approximately 838 rentable square feet on the retail level for a receiving room and depicted on Exhibit A-1;

(b) The "**Storage Space**" located in the area depicted on Exhibit A-1 on the P-2 level of the Building, consisting of approximately 3,985 rentable square feet;

(c) The "**Generator Area**" located in the area depicted on Exhibit A-5 on the mezzanine level of the Building (the "**M Level**"), consisting of approximately 1,423 rentable square feet, to be used for Tenant's Generator Equipment (as hereinafter defined) pursuant to Section 30 below;

(d) The "**Data Center Premises**" located on Floor 21 of the Office Section (as hereinafter defined) in the location depicted on Exhibit A-6, consisting of approximately

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7,517 rentable square feet;

(e) The "**Administrative Premises**" located on Floor 28 of the Office Section in the location depicted on Exhibit A-8, consisting of approximately 28,392 rentable square feet; and

(f) The "**Attorney Premises**" located on the top twelve (12) floors (*i.e.*, Floors 34 through 45) of the Office Section in the location depicted on Exhibits A-10 to A-15 consisting of approximately 346,931 rentable square feet. The Administrative Premises and the Attorney Premises are collectively referred to as the "**High Rise Premises**".

As used herein, the term "**Office Section**" means those portions of the Building operated as office space and related amenity areas to be utilized by Tenant and other office tenants, consisting of the entirety of floors 4 through 45 of the Building (the "**High Rise Section**"), the auditorium area (the "**Auditorium Area**") located on the amenity level of the Building shown on Exhibit A-4 attached hereto (the "**Amenity Level**") and those portions of the Amenity Level to be used for the Health Club and Cafeteria (as such terms are hereinafter defined), all of which are depicted on Exhibit A-4 hereof. The Office Section contains 1,131,120 rentable square feet, subject to measurement as hereinafter provided in Section 1E. The Office Section does not include any portion of the Building not located on Floors 4 through 45 or on the Amenity Level as aforesaid. As used herein, the portion shown on Exhibits A-1 and A-2 as Levels P-1 and P-2 is hereinafter referred to as the "**Parking Section.**"

2. Base Rent: See Exhibit B attached hereto.

3. Tenant's Proportionate Share: The percentage equal to the rentable square footage of the Premises, excluding those portions not located in the Office Section, divided by the rentable square footage of the Office Section, which as of the date hereof is 382,840 rentable square feet. As of the date

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		hereof, the parties anticipate that the Tenant's Proportion Share is 33.8461%, but such amount is subject to adjustment as provided in Section 1E.
4.	Security Deposit:	None.
5.	Brokers:	Colliers Bennett & Kahnweiler ("**CBK**") and Mesirow Financial Real Estate Brokerage, Inc. ("**Mesirow Real Estate** ").
6.	Term:	The period between and including the Commencement Date and the Expiration Date, subject to extension and earlier termination as provided in this Lease.
7.	Commencement Date:	November 1, 2009, as the same may be adjusted pursuant to Section 1 below.
8.	Expiration Date:	October 31, 2024, as the same may be adjusted pursuant to Section 1 below.
9.	Electricity:	Separately metered
10.	Tenant Guarantor:	None
11.	Landlord Guarantor:	See Section 33 below

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1. DEMISE AND TERM.

A. Commencement Date. Landlord leases to Tenant and Tenant leases from Landlord, subject to the covenants and conditions set forth in this Lease and that certain Work Letter Agreement attached hereto as Exhibit C (the "**Work Letter**"), the premises described in Item 1 of the Schedule (the "**Premises**"), for a term (the "**Term**") described in Item 6 of the Schedule commencing on the date set forth in Item 7 of the Schedule (subject to adjustment as provided in this Section 1, the "**Commencement Date**") and expiring on the date set forth in Item 8 of the Schedule (subject to adjustment as provided in this Section 1, the "**Expiration Date**"), unless extended or terminated earlier as otherwise provided in this Lease or the Work Letter. Notwithstanding anything in this Lease or the Work Letter to the contrary, the Commencement Date and Expiration Date shall each be adjusted as set forth in Paragraph 2(g) of the Work Letter. Tenant shall complete, execute and furnish to Landlord, within twenty (20) business days after the Delivery Date (as hereinafter defined), an Acceptance Letter in the form attached hereto as Exhibit D (the "**Acceptance Letter**") and, within twenty (20) business days after the Commencement Date, the Confirmation of Lease Terms attached hereto as Exhibit E (the "**Confirmation of Lease Terms**"), provided, however, that neither the Acceptance Letter nor the Confirmation of Lease Terms shall be rendered ineffective by Tenant's failure to execute such documents. The first Lease Year (as hereinafter defined) shall begin on the Commencement Date and end on the first anniversary of the last day of the calendar month in which the Commencement Date occurs, unless the Commencement Date is the first day of a calendar month in which event the first Lease Year shall end on the first anniversary of the day preceding the Commencement Date. Each "**Lease Year**" after the first Lease Year means the period of twelve (12) consecutive calendar months immediately following the preceding Lease Year.

B. Early Occupancy. Contemporaneously with the execution of this Lease, Landlord and Tenant shall execute and deliver the Work Letter. Pursuant to the Work Letter, Landlord is required to turn over the Premises in Phases (as defined therein) with all the Phases to be delivered on or before April 1, 2009 in "**Turnover Condition**" (as defined therein). The date on which the entirety of the Premises is so turned over is defined therein and herein as the "**Delivery Date**". Tenant's occupancy of the Premises during the period commencing on the first Floor Delivery Date (as defined in the Work Letter) and ending on the Commencement Date (such period is hereinafter referred to as the "**Pre-Occupancy Period**") shall be upon and subject to all of the terms, covenants, conditions and provisions of this Lease, except for the obligation to pay Base Rent and Adjustment Rent (as such terms are defined below) and except as otherwise provided in the Work Letter. Tenant and its agents and contractors may inspect and measure each floor of the Premises prior to delivery thereof (and be provided access for such additional purposes as are permitted in the Work Letter) only upon reasonable prior notice to Landlord upon such reasonable conditions as Landlord may impose, and if Tenant or its agents or contractors do so enter the Premises, Tenant hereby irrevocably and unconditionally agrees to release, hold harmless and indemnify Landlord and all of its agents, representatives, brokers, managers, members, officers, directors, employees, contractors, subcontractors, suppliers and consultants of, from and for any and all reasonable out-of-pocket damages, losses, claims, responsibilities, obligations, judgments, awards, penalties, fines, costs and expenses (including, without limitation, reasonable legal fees and expenses related thereto) arising out of or connected with any personal injury or property damage caused by or related to any such action of Tenant or

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its agents or contractors (except to the extent caused by the negligence or willful misconduct of Landlord or its agents, managers, members, officers, directors, contractors, subcontractors, suppliers or employees).

C. Payments during the Pre-Occupancy Period. Landlord shall pay all costs of electricity, heating, air-conditioning and ventilating ("**HVAC**") used by Tenant during the Pre-Occupancy Period. The availability of such utilities is described in and limited as provided in the Work Letter.

D. Failure to Complete Tenant Work. Except as provided in this Section 1D and Section 1A above, Tenant agrees that the Commencement Date shall not be delayed as a result of Tenant's failure to complete Tenant's Work during the Pre-Occupancy Period; provided, however, notwithstanding anything herein or in the Work Letter to the contrary, the Commencement Date shall be delayed on a day-for-day basis for each day of delay in Tenant's Completion of Tenant's Work caused by Landlord Delay (as defined in the Work Letter).

E. Measurement. Landlord and Tenant have in good faith determined the rentable square footage of the Building, the Office Section (as hereinafter defined) and the Full Premises (as defined in the Work Letter) in accordance with BOMA Standards (as hereinafter defined) and those measurements are set forth on Exhibit R attached hereto an made a part hereof (collectively, the "**Estimated Measurements**"). As soon as reasonably possible before the Commencement Date and after substantial completion of Landlord's Work, Landlord shall cause the Building, the Full Premises and the Office Section to be remeasured in accordance with BOMA Standards to determine the actual rentable square footage of the Building, the Full Premises and the Office Section (the "**Actual Measurements**"). Tenant shall have the right to confirm the Actual Measurements. Upon completion of the Actual Measurements and Tenant's confirmation thereof, the Base Rent and Tenant's Proportionate Share shall be recomputed and the revised figures shall be included in the Acceptance Letter and the Confirmation of Lease Terms; provided, however, that to the extent any component of the Actual Measurements (i.e. the Full Premises, the Office Section and/or the Building) or any floor of such component exceeds the measurement for such component or floor set forth in the Estimated Measurements, the Estimated Measurement for such component or floor shall be used for purposes of such calculations and all other purposes under this Lease, including the Acceptance Letter, Confirmation of Lease Terms and the Expansion Space (as hereinafter defined). Except for space subsequently added to or subtracted from the Premises, the figures so included in the Confirmation of Lease Terms shall govern and control over the figures contained in the Schedule to this Lease. Tenant's failure to execute the Acceptance Letter or Confirmation of Lease Terms shall not render either such document ineffective. Subject to the terms of this Section 1E with respect to the Estimated Measurements, the Building, the Full Premises and all other leased area within the Building shall be determined in accordance with methods of measuring rentable area and usable area as described in the Standard Method for Measuring Floor Area in Office Buildings, ANSI Z65.1 - 1996, as promulgated by the Building Owners and Managers Association ("**BOMA**") International (the "**BOMA Standards**") and any future space added to the Premises shall be measured and the rentable square feet thereof shall be determined in accordance with the BOMA Standards. Landlord shall have no right to change the rentable square footage of the Office Section after the measurement and confirmation thereof except for the actual addition or subtraction of physical space therefrom.

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F. Option to Extend.

(i) Landlord hereby grants to Tenant two consecutive options (each an **"Extension Option"** and designated the **"First Extension Option"** and **"Second Extension Option,"** respectively) to extend the Term with respect to the Premises (including, without limitation, any additional space leased by Tenant pursuant to the terms of Section 20 below and all other space occupied by Tenant pursuant to this Lease) for two (2) consecutive five (5) year periods (the **"Extension Terms"**) upon all of the terms, covenants, conditions and provisions contained in this Lease, except that (a) Base Rent and any escalations thereof shall be equal to the Extension Market Rent (as hereinafter defined) determined as provided in Section 1F(iii) below, (b) Tenant shall be provided with a tenant improvement allowance if Tenant so elects pursuant to Section 1F(iii), which shall be disbursed in accordance with the terms and conditions of the Work Letter, and (c) no additional options to extend the Term will be created by the exercise of any of Tenant's option to extend the Term. The first Extension Term shall commence on the day after the original Expiration Date and end on the fifth (5th) anniversary of the original Expiration Date (the **"First Extension Term"**) and the second Extension Term shall commence on the day after the expiration of the First Extension Term and end on the tenth (10th) anniversary of the original Expiration Date (the **"Second Extension Term"**). Tenant must exercise the First Extension Option in order to exercise the Second Extension Option.

(ii) Tenant's right to exercise any Extension Option is subject to the following conditions: (a) that no Default (as hereinafter defined) in connection with the payment of Base Rent and/or Adjustment Rent (as such terms are hereinafter defined) has occurred and is continuing on the date Tenant exercises the Extension Option and on the first day of the applicable Extension Term; and (b) that Tenant serves written notice on Landlord of its exercise of the extension option (1) at least eighteen (18) months (but not more than forty-eight (48) months) prior to the original Expiration Date with respect to the First Extension Option (the "**First Exercise Notice Date**") and (2) at least eighteen (18) months (but not more than thirty six (36) months) prior to the expiration date of the First Extension Term with respect to the Second Extension Option (the "**Second Exercise Notice Date**"). Notwithstanding the foregoing, Landlord agrees to deliver to Tenant a notice ("**Reminder Notice**") not earlier than one hundred and eighty days (180) prior to First Exercise Notice Date and not earlier than one hundred and eighty days (180) prior to Second Exercise Notice Date, and notwithstanding anything herein to the contrary, the last date for exercise of either of the Extension Options shall be not earlier than thirty (30) days after receipt of such Reminder Notice. The sole remedy for Landlord's failure to send a Reminder Notice shall be the deferral of the last dates for exercise of the Extension Options as aforesaid.

(iii) The Base Rent during (1) the First Extension Term shall be an annual amount equal to ninety-five percent (95%) of the then Extension Market Rate (as hereinafter defined) for tenancies commencing on or about the first day of the First Extension Term and continuing to and including the last day of the First Extension Term, and (2) the Second Extension Term shall be an annual amount equal to ninety-five (95%) of the then Extension Market Rate for tenancies commencing on or about the first day of the Second Extension Term and continuing to and including the last day of the Second Extension Term. **"Extension Market Rate"** shall mean the annual market rental rate (assuming annual market escalations on each anniversary date of the commencement date of the applicable Extension Term) for space in the

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Building and other comparable buildings within the central business district of Chicago (the "**CBD**") comparable to the extent practicable in size, condition, age, class, location and use to Building and the Premises and for a term of not less than five (5) years with tenants with credit similar to Tenant (adjusted using market rates to take into account that no concessions, inducements Landlord work, brokerage commission, allowances and other incentives shall be included in such rental rate and assuming that the Landlord's Contribution (as defined in the Work Letter) and the cost to Tenant of its pre-commencement build out of the Premises have been fully amortized as of the commencement date of the First Extension Term) provided in leases executed during the twelve (12) month period prior to the date of Landlord's written notice to Tenant of Landlord's determination of the Extension Market Rate; provided, however, notwithstanding the foregoing, the parties shall have the right to make reasonable projections of what the Extension Market Rent will be at the commencement of the applicable Extension Term. Landlord's determination of the Extension Market Rate shall also take into account Tenant's right to request a tenant improvement allowance in an amount up to the then current maximum market tenant improvement allowance for comparable space and a market brokerage commission with respect to the applicable Extension Term. If Tenant requests such a tenant improvement allowance and/or brokerage commission, the Extension Market Rate for the applicable Extension Term shall be adjusted (calculated on a monthly basis using a then current market interest rate) to reflect whether Tenant elects to take (x) a market tenant improvement allowance and/or brokerage commission, or (y) a tenant improvement allowance and/or brokerage commission which is less than such market tenant improvement allowance, or (z) no tenant improvement allowance and/or brokerage commission. Landlord will deliver written notice to Tenant of its determination of the Extension Market Rate no later than forty-five (45) days after Landlord receives Tenant's notice of exercise of its option to extend for the Extension Term. If Tenant believes that the Extension Market Rate quoted by Landlord is not consistent herewith, Tenant shall so notify Landlord within forty-five (45) days after receipt of Landlord's written notice of the Extension Market Rate, and Landlord and Tenant shall commence negotiations as of the date Tenant delivers such notice to attempt to agree upon the Extension Market Rate. If Landlord and Tenant are unable to reach agreement on the Extension Market Rate within sixty (60) days after the date the parties commence negotiations, Tenant may elect, by written notice to Landlord given within five (5) business days after the expiration of such 60-day period, to require that the disagreement be resolved by arbitration in the manner set forth herein. If Tenant does not provide such notice within the aforementioned five (5) business day period, Tenant will be deemed to have revoked and waived its option to extend the Term under this Section 1F for the applicable Extension Term. If Tenant timely requests arbitration of the dispute, Landlord and Tenant shall then undertake arbitration and shall jointly engage a licensed Illinois real estate broker to determine the Extension Market Rate as defined herein. If Tenant and Landlord are unable to agree upon such a broker within seven (7) days after delivery of Tenant's notice to Landlord to arbitrate the dispute, each shall, within an additional seven (7) days separately engage a real estate broker, and the two real estate brokers shall within seven (7) days after their selection engage a third real estate broker who shall be the real estate broker to determine the Extension Market Rate. Within five (5) business days after the real estate broker has been selected, each of Landlord and Tenant shall submit to the real estate broker in a sealed envelope its good faith determination of the Extension Market Rate (which with respect to Landlord shall be no more favorable to Tenant than the amounts last submitted by Landlord to Tenant under this Section 1F(iii)). As soon thereafter as practicable, but in any case within fourteen (14) days, the

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real estate broker shall select one of the two determinations submitted by Landlord and Tenant, without modification, that in the real estate broker's determination is closer to the Extension Market Rate. The real estate broker's selection shall be rendered in writing to both Landlord and Tenant and shall be final and binding upon them. In no event shall any real estate broker establish a Extension Market Rate that is any amount other than one of the two determinations delivered by Landlord and Tenant. Any real estate broker appointed hereunder shall be a licensed Illinois real estate broker with not less than ten (10) years of experience in leasing large space in first-class office buildings in the CBD, shall be independent of Tenant, Landlord and any other real estate broker theretofore appointed with respect to such determination of the Extension Market Rate, shall not have represented Tenant or Landlord or an Affiliate of Landlord in connection with this Lease, and shall not be a client of Tenant or a tenant of Landlord. Each party shall pay the fees and costs of the real estate broker selected by it and one-half (½) of the fees and costs of a jointly selected real estate broker or the third real estate broker appointed as aforesaid. Each party may submit to the real estate brokers, with a copy to the other party, such materials as may be relevant to determining the Extension Market Rate. Subject to the terms of this Section 1F(iii), such arbitration proceedings shall be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and any final determination of the Extension Market Rate in such arbitration shall be final and binding on the parties. An example of how Extension Market Rent is to be computed is set forth in Exhibit W.

(iv) Promptly after the Extension Market Rate has been arrived at, and subject to the arbitration, if applicable, Landlord shall prepare an amendment to this Lease setting forth the Base Rent payable by Tenant for the applicable Extension Term and any other conforming amendments necessary to reflect the determinations made pursuant to this Section 1F and the parties shall promptly execute and deliver such amendment.

(v) Except as otherwise set forth in this Section 1F(v), the option to extend the Term of this Lease shall not be transferable to any person or entity to which this Lease is assigned or to any sublessee or to any person or entity that takes possession of the Premises (or any portion thereof) pursuant to any other Transfer (as defined in Section 14 hereof). Notwithstanding the foregoing, no Permitted Assignment (as defined in Section 14 hereof), Permitted Sublease (as defined in Section 14 hereof), other sublease of the Premises consented to by Landlord, or other assignment of the Lease consented to by Landlord (collectively, "**Consent Assignment**") shall void the option to extend the Term, and the option to extend the Term shall be transferable in connection with Permitted Assignments and/or Consent Assignments (collectively, "**Permitted Agreements**").

All references in this Lease to (a) the Term shall be deemed in include, the First Extension Term and the Second Extension Term, as applicable, and (b) the Expiration Date, shall be deemed to include, without limitation, the expiration date of the First Extension Term and the Second Extension Term, as applicable.

2. RENT.

A. Definitions. For purposes of this Lease, the following terms shall have the following meanings:

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(i) "**Expenses**" means all expenses, costs and disbursements of every kind and nature actually paid or incurred by Landlord, consistent with comparable buildings in the CBD and properly chargeable for the applicable calendar year of the Term, on account of the management, maintenance, operation and repair of the Building, or any portion thereof, except the following:

(a) Taxes (as hereinafter defined) or any income, excess profits, franchise taxes or other taxes imposed on or measured by the income of Landlord from the operation of the Building;

(b) Costs of electricity for individual tenant spaces;

(c) Interest, points and fees on debt or amortization on or for any mortgage encumbering the Building, or any part thereof, and all principal, escrow deposits and other sums paid on or in respect to any indebtedness (whether or not secured by a mortgage) and on any equity participations of any lender or ground lessor and any rents and other costs under any ground lease, and all costs incurred in connection with any financing, refinancing or syndication of the Building, or any part thereof and any costs of the original construction of the Building;

(d) Capital improvements made to the Land or the Building, including, without limitation, all capital costs of construction of the Building, tenant build-outs and any other initial improvements on the Land regardless of when incurred, except costs of (1) any capital improvements made to the Building, beginning on the date which is one (1) year after the Commencement Date (or earlier if consented to by Tenant (which consent shall not be unreasonably withheld, conditioned or delayed)), which improvements actually reduce Operating Expenses, limited to the amount of actual savings realized therefrom, or (2) any capital improvement which is required by government regulation enacted after the Commencement Date, the amount of all such costs to be amortized on a fully amortizing, beginning the month after completion of the improvement, level payment basis, with a reasonable interest factor, over the asset's useful life with interest, or (3) any capital cost incurred that is considered recurring, routine maintenance, except that Operating Expenses shall only include the cost of painting of the common areas of the Building and replacement of carpet in such common areas to the extent that the aggregate cost thereof does not exceed the sum of $100,000.00 in any calendar year (the "**Recurring Capital Cost Cap**"). The Recurring Capital Cost Cap shall be adjusted annually on the first day of each Lease Year (as hereinafter defined) beginning with the second Lease Year by the CPI Factor (as hereinafter defined). The amount of all such costs for capital improvements shall be amortized on a fully amortizing, beginning of the month, level payment basis, with a reasonable interest factor, over the useful life of the asset in accordance with generally accepted accounting principles ("**GAAP**");

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(e) Costs of improvements to, or alterations of, space leased to or available for lease to any tenant or the cost of any work furnished by Landlord as a pre-condition of or as an inducement for a tenant to lease, renew or reserve space in the Building;

(f) Depreciation or amortization of the cost of any improvements except as specifically set forth in this Lease;

(g) Costs of repairing or restoring any portion of the Building damaged by a casualty except to the extent that such costs constitute expenses (as opposed to capital expenditures) under GAAP and do not exceed the amount of the deductible under the policy of casualty insurance maintained (or required to be maintained) by Landlord, which deductible does not exceed a commercially reasonable amount;

(h) Costs of repairs, alterations or replacements required as the result of the exercise of any right of eminent domain or conveyance in lieu thereof, except to the extent that such costs constitute expenses (as opposed to capital expenditures) under GAAP and are not part of the condemnation award payable to Landlord with respect thereto;

(i) The costs of (x) installing, constructing, managing, maintaining, operating, repairing or replacing the Cafeteria and Health Club (hereinafter, collectively, the "**Special Facilities**") or (y) rent for any space used for such purposes and for purposes solely of determining Expenses, the Building shall not be deemed to include the Special Facilities or any portion of the Building in which the Special Facilities are located;

(j) Costs of any utilities, amenities, service or increased level of service provided to a tenant of the Building that is not provided generally to the majority of tenants of the Building or to Tenant, including but not limited to additional janitorial service, HVAC and other additional services provided to tenants pursuant to lease provisions similar to Section 5E below;

(k) Costs and expenses incurred in connection with leasing space in or procuring tenants for the Building, including, without limitation, leasing commissions, advertising and promotional expenses, legal and other professional fees, relocation and build-out allowances and expenses and "**takeover expenses**" (i.e., expenses incurred by Landlord with respect to space located in another building of any kind or nature in connection with the leasing of space in the Building) and rent payable with respect to any leasing office;

(l) Court costs and legal fees incurred to enforce the obligations of tenants under leases of portions of the Building, or resulting from the violation by

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Landlord of the terms and conditions of any lease, service agreement or Law;

(m) Any compensation paid to clerks, attendants or other persons in commercial concessions operated by or on behalf of Landlord;

(n) Costs of the construction and installation of signs in or on the Building identifying the owner of the Building or any tenant of the Building (other than with respect to building directories in the lobby and directional signs for tenants on multi-tenant floors);

(o) Costs of correcting defects in the construction of the Building, provided that this shall not exclude the cost of normal repair and maintenance expected with respect to the construction materials and equipment installed in the Building;

(p) Management fees in excess of three percent (3%) of gross revenues;

(q) Wages, salaries, compensation and benefits of any employees above the level of general manager;

(r) Amounts paid to Landlord or an affiliate of Landlord or to Mesirow Financial Real Estate Services, Inc. ("**MFRES**") or an affiliate of MFRES to render services (including management fees to Landlord or an affiliate of Landlord which are also subject to the provisions of clause (p) above) which are in excess of the fair market rate payable to unaffiliated third parties for such services;

(s) Costs incurred by Landlord in removing or remediating the effects of Hazardous Substances (as hereinafter defined) existing on, under or above the Land or in the Building as of the date hereof, or thereafter placed on, under or above the Land or the Building;

(t) Costs for items, the nature of which Landlord is entitled to be reimbursed under this Lease or any other lease in the Building (other than pursuant to provisions similar in nature to the provisions for Adjustment Rent herein contained);

(u) Political contributions, which in any year exceed the sum of $10,000 or are given to candidates or campaigns not reasonably approved in advance by Tenant and any charitable contributions;

(v) Fines, interest, charges, penalties, damages and other costs incurred by Landlord by reason of any default (or claim of default) or late payment by it under any lease or other contract or instrument (regardless of whether or not the payment itself is allowed to be included in Expenses), including, without limitation, any legal and other professional fees paid or incurred in connection therewith;

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(w) Intentionally Deleted;

(x) Except for damage to the Building (which is subject to clause (g) above), damages or other costs for or in connection with bodily injury, personal injury or property damage (except to the extent of any commercially reasonable deductibles paid by Landlord under its insurance policies);

(y) Costs of repairs and maintenance required as a result of any gross negligence or intentionally wrongful act of or default by Landlord or any of its agents or employees under this Lease or any other lease in the Building, except to the extent that such cost would otherwise be entitled to be included in Operating Expenses under this Section 2A;

(z) The overtime premium of the costs relating to overtime work performed by or on behalf of Landlord to cure a default of Landlord under this Lease or any other lease or occupancy agreement related to space in the Building (other than violations of Laws not resulting from Landlord's failure to comply with its obligations under this Lease or any other lease in the Building);

(aa) Costs relating to overtime usage of HVAC, chilled or condenser water or electricity or other overtime services, in each case by Building tenants (without limiting Tenant's obligations under Section 5F below), but only to the extent that such charge is of a nature for which Landlord is entitled to charge Tenant therefor under this Lease;

(bb) Any costs which, under GAAP, would be required to be capitalized, except as expressly permitted to be included pursuant to any other provisions of this definition;

(cc) Title insurance, rent loss insurance, automobile insurance, key man and other life insurance, disability insurance and health, accident and sickness insurance, except only for group or other plans providing reasonable benefits to persons of the grade of property manager and below engaged on a substantially full-time basis in operating and managing the Building;

(dd) Write-offs of bad debt or contributions to reserves for Expenses or other costs to be incurred after the applicable calendar year;

(ee) Costs applicable to or incurred in connection with the construction, management, maintenance, operation, repair or replacement of the Parking Section or those portions of the Building used or intended to be used for retail purposes, except to the extent that allocation of such costs is permitted pursuant to this Section 2D below;

(ff) Costs allocable to the installation, operation, management, maintenance, repair or replacement of any specialty improvement or services, such as a rooftop observatory, broadcasting facilities, luncheon club, conference

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center or other improvement or service enhancing the marketability of space in the Building not generally available to tenants in the Building without charge;

(gg) Costs of acquisition, maintenance and replacement of objects of fine art (other than costs of routine maintenance and premiums paid for the insurance of objects of art in common areas and reasonable insurance deductibles paid for any damage to such fine art, which shall constitute Expenses);

(hh) Costs associated with Landlord's relocation, or attempted relocation, of any tenant in the Building or any management office;

(ii) Expenditures for repairs and maintenance which are covered by insurance, warranties, guaranties or service contracts to the extent of the amount that should have been collected by Landlord with commercially reasonable and diligent efforts under such insurance, warranties, guaranties or service contracts;

(jj) Reimbursements to tenants for the cost of auditing Expenses and/or Taxes;

(kk) Fines, interest, charges, penalties, damages, attorneys' fees and other costs incurred by Landlord in connection with any violation of applicable Laws by Landlord or other tenant of the terms and conditions of any lease of space in the Building;

(ll) Rent or other costs for any management office space (a) exceeding 3,000 rentable square feet and/or (b) exceeding the lesser of (x) the Base Rent and the Adjustment Rent on a per rentable square foot basis payable with respect to the Premises (as escalated hereunder) or (y) the Prevailing Market Rent on a per rentable square foot basis for space comparable to the management office space (as determined from time to time) and the cost to rent or purchase any office furniture or equipment in excess of the reasonable cost of such items in similar Class A (as defined in the Work Letter) buildings;

(mm) Cost for candy, cards, flowers and similar items for tenants of the Building;

(nn) Filing, franchise and other fees for Landlord to maintain or modify its entity status and any ownership accounting or tax preparation expenses; and

(oo) Landlord general corporate overhead and general administrative overhead.

Expenses shall be determined on an accrual basis applied consistently year to year; provided that any Expenses that are properly classified as capital expenditures under GAAP shall

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be amortized on a straight-line basis over the useful life of such item to which such capital expenditures relate in accordance with the terms of clause (d) above.

(ii) "**Parking Section**" shall mean the parking garage located in the Building, as depicted on Exhibit A-1 and A-2 attached hereto, for the exclusive use of the tenants of the Building.

(iii) "**Rent**" shall mean Base Rent, Adjustment Rent and any other sums or charges due and payable by Tenant hereunder.

(iv) "**Retail Section**" shall mean the portions of the Building reserved for retail uses as depicted on Exhibit A-3 attached hereto and made a part hereof. The Retail Section comprises approximately 22,000 rentable square feet of space, in the aggregate. The Retail Section does not include the Receiving Room Premises or any portion of the Building used by Mesirow as a mail room.

(v) "**Taxes**" shall mean all taxes, assessments, fees, charges and impositions, general or special, levied upon or assessed against the Building (together with the Land), the property of Landlord located therein that is used for the operation or maintenance of the Building or the rents collected therefrom, by any governmental entity based upon the ownership, leasing, rental or operation of the Building, including all costs and expenses of protesting any such taxes, assessments or fees. Neither Expenses nor Taxes shall include any net income, capital stock, succession, transfer, franchise, gift, estate or inheritance taxes or any interest, fee, penalty or charge for late payment, except for interest, fees, penalties or charges which are incurred as a result of Tenant's actions or omissions, including failure to timely pay such Expenses and/or Taxes; provided, however, if at any time during the Term, a tax or excise not existing on the date of this Lease on income is levied or assessed by any governmental entity, in lieu of or as a substitute for, in whole or in part, real estate taxes or other ad valorem taxes (whether in lieu of existing Taxes or in lieu of an increase in such Taxes), such tax shall constitute and be included in Taxes. For the purpose of determining Taxes for any given year, the amount to be included for such year (a) as to special assessments which can be paid in installments shall be the amount of the installments (and any interest other than penalty interest in connection therewith) due and payable during such year, calculated on the basis of deferring payment over the maximum number of installments permitted by Law, and (b) as to all other Taxes, shall be the amount of such Taxes due and actually paid in such year, regardless of when such Taxes were accrued, assessed or levied. Tenant shall pay increased Taxes whether Taxes are increased as a result of increases in the assessments or valuation of the Building (whether based on a sale, change in ownership or refinancing of the Building or otherwise), increases in the tax rates, reduction or elimination of any rollbacks or other deductions available under applicable Law, reductions of any tax abatement as a result of the elimination, invalidity or withdrawal of any tax abatement, or for any other cause whatsoever. Landlord shall timely contest general real estate taxes for the Building, including assessed valuation and tax rate, and request refunds, during each year of the Term unless Landlord can demonstrate to Tenant's reasonable satisfaction that the Taxes should not be so contested. In the event that Landlord elects to not contest Taxes, Landlord shall so notify Tenant not less than sixty (60) days prior to the last date to timely make all such contests for such year and in such event Tenant shall have the right to contest the Taxes. Landlord shall timely make and thereafter prosecute diligently and in good faith all such contests unless

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Landlord's real estate tax advisors advise against filing such protest. The reasonable cost of contesting the taxes may be passed through as an Expense. Tenant shall have the right to approve the law firm selected by Landlord to contest the Taxes (which approval shall not be unreasonably withheld, delayed or conditioned). Until such time as Tenant notifies Landlord in writing otherwise, Tenant approves Madigan and Getzendanner as such law firm. Tenant's Proportionate Share of refunds received by Landlord of Taxes for tax years paid during the Term, no matter when such refund is received, even after termination or expiration of this Lease, shall be remitted to Tenant within sixty (60) days of receipt; provided that Tenant has previously paid all Rent due and payable except Adjustment Rent being contested in good faith by Tenant, in which event Tenant's Proportionate Share of the refund shall be paid towards such outstanding Rent.

(vi) "**Tenant's Proportionate Share**" shall mean the percentage set forth in Item 3 of the Schedule, which was determined by dividing the rentable square footage of the portion of the Premises located in the Office Section by the rentable square footage of the Office Section of the Building as determined in accordance with Section 1E above. At any time and at such times as the actual rentable square footage of the Premises shall change, whether by reason of expansion, contraction or otherwise, or, to the extent that appropriate adjustments are made to the Expenses and Tax to reflect the subtraction of such space from the Office Section, at such times as the Landlord elects to remove space from the Office Section of the Building, the Tenant's Proportionate Share shall change as well.

The first "**Lease Year**" shall begin on the Commencement Date and shall end on the first anniversary of the last day of the calendar month in which the Commencement Date occurs, unless the Commencement Date occurs on the first day of a calendar month, in which event the first Lease Year shall end on the first anniversary of the day preceding the Commencement Date. Each Lease Year after the first Lease Year means the period of twelve (12) consecutive calendar months immediately following the preceding Lease Year;

(vii) "**CPI Factor**" shall mean a fraction having as its numerator the CPI for the month of December immediately prior to the beginning of the applicable calendar year and as its denominator the CPI for December 2009.

(viii) "**CPI**" means the Consumer Price Index for all Urban Consumers (CPI-U), All Items, Chicago-Gary-Lake County (IL-IN-WI) (1982-1984 equals 100), published by the United States Department of Labor, Bureau of Labor Statistics. If such index is no longer published at any time, the CPI shall mean a comparable index selected by Landlord, but subject to Tenant's approval.

B. Components of Rent. Tenant agrees to pay the following amounts to Landlord in legal tender for public or private debts in the United States of America, at the office of the Building or at such other place in the continental United States of America as Landlord designates from time to time:

(i) Base rent ("**Base Rent**") to be paid in monthly installments in the amount set forth in Item 2 of the Schedule in advance on or before the first day of each month of the Term.

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(ii) On the first day of each Lease Year (commencing with the second Lease Year), the amount of Base Rent set forth on Exhibit B hereto for the Storage Space, the Generator Area, the Receiving Room Premises and any Roof Space (as hereinafter defined), shall be increased to (x) the amount of Base Rent for such area set forth on Exhibit B multiplied by (y) the CPI Factor, provided that in no event shall the Base Rent for such areas be less than the amounts corresponding to such areas set forth on Exhibit B.

(iii) Adjustment rent ("**Adjustment Rent**") in an amount equal to the Tenant's Proportionate Share of (a) the Expenses (as the same may be adjusted pursuant to Section 2C(iii) below) for any calendar year during the Term that are reasonably allocated by Landlord to the Office Section in accordance with Section 2D below, and (b) the Taxes for any calendar year during the Term that are reasonably allocated by Landlord to the Office Section in accordance with Section 2D below. Landlord shall reasonably estimate in advance the amount of Adjustment Rent due for any full or partial calendar year (which, with respect to Expenses, except for the first Lease Year, shall in no event exceed the final Expenses for the immediately preceding Lease Year by more than three percent (3%), except for line items which Landlord can demonstrate (to the reasonable satisfaction of Tenant) are reasonably likely to cause the estimated Expenses to exceed such cap) and Tenant shall pay Landlord one-twelfth of such estimate on the first day of each month during such year. Such estimate may be reasonably revised by Landlord from time to time during the Term, but not more than once per calendar year, whenever it obtains information relevant to making such estimate more accurate and the monthly amount of Adjustment Rent due from Tenant shall be adjusted accordingly in order to provide for the full payment by Tenant during the relevant calendar year of Landlord's estimate of Expenses and Taxes applicable to such calendar year. As soon after the end of each calendar year that is reasonably practicable (but in all events prior to May 1 of the following year), Landlord shall deliver to Tenant a report certified by an officer of Landlord as being true, correct and complete (in detail consistent with similar reports for comparable buildings in the CBD) setting forth the actual Expenses and Taxes for such calendar year and a statement of the amount of Adjustment Rent that is payable for such year and the amount that Tenant has paid. Within ninety (90) days after Tenant's receipt of such report (the "**Reconciliation Period**"), Tenant and Landlord shall reconcile the Expenses and Taxes for the applicable year. In the event Landlord and Tenant cannot reconcile such statements during the Reconciliation Period, Tenant shall have the right to audit Landlord's books and records for a period beginning on the expiration date of the Reconciliation Period and ending one hundred eighty (180) days thereafter (the "**Extended Reconciliation Period**") in accordance with the terms of Section 2C(ii) below. Subject to the terms of Section 2C(ii) below, if Tenant's estimated payments of Adjustment Rent were less than Tenant's actual obligations for same, then within thirty (30) days after the expiration of the Reconciliation Period or Extended Reconciliation Period (as applicable), Tenant shall pay to Landlord such difference. If Tenant's estimated payments of Adjustment Rent were less than Tenant's actual obligations for same, subject to the terms of Section 2C(ii) below, Tenant shall pay the difference between the new and former estimates, for the period from January 1 of the current calendar year through the month in which the report is sent, within forty-five (45) business days after the expiration of the Reconciliation Period or Extended Reconciliation Period (as applicable). If Tenant's estimated payments of Adjustment Rent exceed the amount due Landlord for such calendar year, Landlord shall apply such excess as a credit against Rent next due under this Lease, provided if the Term has already expired or if such excess exceeds the amount of two (2) monthly installments of Base Rent and Adjustment Rent under this Lease,

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and, provided that Tenant is not then in Default hereunder in connection with the payment of Base Rent and/or Adjustment Rent (in which event such excess shall be applied towards payment of such Base Rent and/or Adjustment Rent until the excess is exhausted or the Default cured), Landlord shall refund such excess to Tenant (including any excess after any Default has been cured in accordance with the terms of this sentence) within thirty (30) days after the expiration of the Reconciliation Period or Extended Reconciliation Period (as applicable). No delay by Landlord in providing the report(s) shall be deemed a default by Landlord or a waiver of Landlord's right to require payment of Tenant's obligations for actual or estimated Taxes or Expenses.. In no event shall a decrease in Taxes or Expenses ever decrease the amount of monthly Base Rent set forth on Exhibit B.

C. Payment of Rent. The following provisions shall govern the payment of Rent:

(i) if this Lease commences or ends on a day other than the first or last day of a calendar year, respectively, the Rent for the year in which this Lease so begins or ends shall be prorated and the monthly installments, respectively, shall be adjusted accordingly; (ii) all Rent shall be paid to Landlord without abatement, offset, set-off or deduction (except as otherwise specifically set forth in this Lease), and Tenant's covenant to pay Rent hereunder shall be independent of every other covenant in this Lease (except for abatement, offset, set-off or deduction specifically set forth in this Lease); (iii) if, during all or any portion of any calendar year during the Term, the High Rise Section is not ninety-five percent (95%) rented and occupied, then Landlord may elect to make an appropriate adjustment of those components of Expenses which vary with occupancy for such year to determine the Expenses that would have been paid or incurred by Landlord had the High Rise Section been ninety five percent (95%) rented and occupied for the entire year and the amount so determined shall be deemed to have been the Expenses for such year, provided, however, if the result of such computation, if used in all leases at the Building, would be to have Expenses includable in Adjustment Rent for this Lease and such other leases exceed actual Landlord expenditures for such items, then the foregoing deemed amount shall be reduced by the amount of such excess. If Landlord is not furnishing any particular work or service (the cost of which if performed by Landlord would be included in Expenses) to a tenant other than Tenant who has, with Landlord's prior consent, undertaken to perform such work or service in lieu of performance thereof by Landlord for all or any portion of a calendar year, then Expenses for such year shall be deemed to be increased to the amount that such Expenses would have been had Landlord performed such work or service but in no event to more than Landlord has paid for such work or service; (iv) any sum due from Tenant to Landlord, or from Landlord to Tenant, which is not paid within five (5) days of when due shall bear interest from the date due until the date paid at the annual interest rate of the Interest Rate (as defined hereinafter) plus three percent (3%) per annum, but in no event higher than the maximum rate permitted by law (such lesser rate, the "**Default Rate**"), and, in addition, Tenant shall pay Landlord a late charge for the second and each subsequent Rent payment which is paid more than ten (10) business days after its due date in any calendar year equal to two percent (2%) of such payment; (v) subject to the terms of this Lease with respect to measurement of the Premises and of the Building (including, without limitation, Section 1E above), if changes are made to this Lease or the Building changing the number of square feet contained in the Premises, the Office Section or in the Building, Landlord shall make appropriate adjustments to Tenant's Proportionate Share, except that Tenant's Proportionate Share shall neither increase by more than three percent (3%) as a result of a decrease in the rentable square footage of the Office

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Section nor increase by a percentage which produces, when applied to Expenses and Taxes, an increase in Adjustment Rent payable by Tenant; (vi) Landlord may at any time change the fiscal year of the Building; provided that such change shall in no event be deemed to have changed the start date of a Lease Year hereunder; (vii) except as otherwise provided in this Lease or the Work Letter, each amount owed to Tenant or Landlord under this Lease for which the date of payment is not expressly fixed shall be due within thirty (30) days from the date of the statement showing such amount is due; and (viii) if Landlord fails to give Tenant an estimate of Adjustment Rent prior to the beginning of any calendar year, such failure shall not constitute a default by Landlord hereunder or a waiver by Landlord of its right to collect Rent and, in such event, Tenant shall continue to pay Adjustment Rent at the rate for the previous calendar year until Landlord delivers such estimate, at which time Tenant shall promptly commence payment of such revised estimated amount (and pay a "**catch-up**" payment such that the Tenant shall have paid the entire estimated annual amount of Adjustment Rent over the course of such calendar year) pursuant to the terms and provisions of this Lease. For the purposes of this Lease, the term "**Interest Rate**" shall mean a rate equal to the corporate base rate announced from time to time by JPMorgan Chase Bank, NA ("**JPMC**"), at its principal office in New York, New York. The Interest Rate shall change on the same day as any change in the corporate base rate occurs. The corporate base rate shall be the rate "**announced**" notwithstanding that other rates may actually be charged. The written statement or notice from JPMC as to what the corporate base rate was on any given day shall be conclusive, and, in the event that JPMC should cease to publish a corporate base rate, the corporate base rate (or the prime rate) announced by a major bank with a Chicago presence, selected by Landlord, with notice of such selection given to Tenant, shall be an acceptable substitute therefor.

(ii) Provided that (x) Tenant does not engage any auditor or accountant on a "**contingent fee**" basis to conduct or participate in such inspection unless such auditor or accountant is an auditing or accounting firm which regularly engages in this kind of work, and (y) Tenant shall keep the results of any such inspection strictly confidential and shall not disclose the results of same to any third party other than its advisors, Landlord, Mesirow (as hereinafter defined) or as may be required by Law (as hereinafter defined), Tenant and its representatives shall have the right, upon reasonable prior notice to Landlord, to review, examine, audit and make excerpts from and copies of Landlord's books and records relative to Expenses and/or Taxes during normal business hours at a location in the CBD, at any time during the Extended Reconciliation Period. If Tenant does not notify Landlord in writing of any items to which it objects within the Extended Reconciliation Period, Tenant shall have waived any and all rights to object to Expenses and/or Taxes for the applicable year, except for lease items and Expenses and/or Taxes with respect to which Tenant has given notice of its objection. If Tenant's review, examination or audit of Landlord's books and records of Expenses and/or Taxes for any year reveals that Landlord has overstated any item or items of Expenses and/or Taxes for such year in excess of three percent (3%), Tenant may, within one hundred eighty (180) days following Tenant's notice to Landlord of its objection, review, examine or audit Landlord's books and records for the three (3) prior years whether or not theretofore reviewed, examined or audited, solely to determine whether any items have been overstated in any of such three (3) prior years; and in such event Landlord's liability to Tenant for overstating such item or items shall be limited to such prior three (3) years, unless such overstatement resulted from fraud or bad faith in which event Landlord shall be liable for any such overstatement for all prior years without limitation, and Tenant shall be permitted to review, examine and audit Landlord's books and

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records for any such prior years to determine the extent of the overstatement resulting from such fraud or bad faith. If Landlord's original determination of the actual (as distinguished from estimated) amount of such total annual Expenses for any year was overstated by more than three percent (3%), Landlord shall pay the reasonable out-of-pocket cost of Tenant's review, examination or audit of Landlord's books or records. In the event that Tenant gives timely written notice to Landlord that any review, examination or audit of Landlord's books or records pursuant to this Section 2C(ii) has revealed that Landlord has overstated Expenses (which notice by Tenant shall identify the nature and amounts of such overstatement), then, except to the extent that Landlord, within sixty (60) days of such notice, notifies Tenant that Landlord contests or objects to any alleged overstatement set forth in Tenant's notice, Landlord shall have waived any and all rights to contest or object to any overstatement identified in Tenant's notice. Any overcharge of Adjustment Rent resulting from such overstatement of Expenses shall be refunded or paid by Landlord to Tenant in accordance with the terms of Section 2B(iii) above, together with interest at the Default Rate on the amount of the overcharge accruing from the dates of payment by Tenant for the applicable year through the date of payment of such overcharge by Landlord to Tenant. If Landlord gives timely written notice that it contests such alleged overstatement, the parties shall, in good faith, attempt to resolve such matter within ninety (90) days of Landlord's notice contesting or objecting to such alleged overstatement and, if such matter is not resolved within such 90-day period, either party may at any time thereafter elect, by notice given to the other party, to have such matter resolved by arbitration before a single arbitrator as herein provided. Such arbitrator shall be the managing partner (or another partner selected by such managing partner) of the Chicago office of a major national public accounting firm that is either jointly selected by the parties within thirty (30) days of a party's notice electing to have such matter resolved by arbitration or, if the parties fail to make such joint selection, the largest such firm having an office in Chicago (based upon the number of professionals in the Chicago office), provided, however, that such accounting firm shall not, within the period of five (5) years preceding such appointment hereunder, have performed any auditing or other services for and on behalf of either party or any person controlling, controlled by or under common control with either party, in which event the next largest firm without such a conflict shall be selected as the arbitrator. The arbitration of such dispute shall be in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and any final determination of the amount of such overstatement of Expenses in such arbitration shall be binding on the parties. Notwithstanding anything set forth herein to the contrary, each party shall bear one-half (½) of the fees and expenses of the arbitrator.

(iii) If Tenant elects by written notice to Landlord not to have the Premises or any portion thereof cleaned with Landlord-provided janitorial service, Adjustment Rent shall be equitably adjusted such that Tenant receives the benefit of reductions in the cost thereof as a result of such election. Such adjustment shall be effective only upon the first day of a calendar month after at least five (5) Business Days' written notice from Tenant requesting the cessation of such janitorial services.

D. Allocation of Taxes and Expenses.

(i) Landlord agrees that in determining the actual Taxes and Expenses for the Building, Landlord will make a reasonable and equitable allocation based on sound management and accounting principles, consistently applied, and taking into account the nature of each Tax

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and Expense and the relative benefits to each portion of the Building, of Taxes and Expenses among (x) the Retail Section, (y) the Parking Section (which for purposes of this Section only shall exclude those areas not utilized for the operation of the Parking Section) and (z) the Office Section, which for this purpose only shall include both the Office Section and all other parts of the Building not located in the Retail Section or the Parking Section) and shall provide to Tenant copies of such allocation and the backup for making the allocation; provided, however, that the allocation of Taxes among the foregoing components is subject to the prior approval of Tenant which shall not be unreasonably withheld. Landlord shall make a reasonable and equitable allocation based on sound management and accounting principles, consistently applied, and taking into account the nature of each tax and expense and the relative benefits to each portion of the Building, of any costs provided under any contract covering the Retail Section and/or the Office Section and/or the Parking Section (as applicable) (giving effect to the fact that a portion of the Parking Section will be utilized as storage for the benefit of office tenants) so that the Office Section does not bear more than its equitable share of such expenses, as reasonably determined by Landlord based on sound management and accounting principles, consistently applied. Landlord shall similarly allocate any Expenses incurred for the benefit of the Retail Section and/or the Office Section and/or the Parking Section (as applicable) so that neither the Office Section nor the Retail Section bears more or less than its equitable share thereof, as reasonably determined by Landlord and approved by Tenant.

(ii) In order to facilitate the equitable allocation of Taxes, Landlord shall obtain separate and distinct tax parcel identification numbers for the Retail Section and the Office Section (the parties acknowledge and agree that the Parking Section shall be included in the tax parcel identification number for the Office Section. From and after the date the Retail Section and the remainder of the Building are assessed as separate and distinct parcels, subject to the terms of Section 2D(i) above, Tenant's Proportionate Share thereof shall be determined in accordance with this Section 2 based upon the Taxes levied upon or assessed against the Office Section of the Building, adjusted to exclude therefrom an equitable allocation of Taxes attributable to the Parking Section as provided in Subsection D(i) above.

E. Controllable Expense Cap. Notwithstanding anything to the contrary contained herein, solely for purposes of calculating the Adjustment Rent throughout the Term, Controllable Expenses (as hereinafter defined) of which Tenant is obligated to pay Tenant's Proportionate Share for any calendar year beginning with the calendar year 2011 shall not exceed an amount equal to 103% of the previous year's Controllable Expenses (as previously limited by application of this Section 2E). For purposes of this Section 2E, "**Controllable Expenses**" shall mean those Expenses listed on Exhibit H attached hereto and made a part hereof. Such limitation on Controllable Expenses shall apply only to Controllable Expenses and shall not limit or otherwise affect Tenant's obligations regarding the payment of any other component of Adjustment Rent.

F. Rent Abatement. Notwithstanding anything to the contrary in this Lease, Tenant's obligations to pay (1) monthly installments of Base Rent and monthly installments of Adjustment Rent for the entire Premises (except for the lowest floor of the Attorney Premises ("**Abated Floor**")) shall abate for the period commencing on the Commencement Date and ending on the date which is six (6) months after the Commencement Date (the "**Premises Abatement Period**"), and (2) monthly installments of Base Rent and monthly installments of Adjustment Rent for the Abated Floor shall abate for the period commencing on the

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Commencement Date and ending on the date which is thirty-two (32) months after the Commencement Date (the "**Abated Floor Abatement Period**"); provided, however, if Tenant occupies the Abated Floor for the conduct of business prior to the expiration of the Abated Floor Abatement Period, from and after the date of such occupancy only monthly installments of Base Rent shall abate until the expiration of the Abated Floor Abatement Period. For purposes hereof, in determining any interval measured in months, the end of such interval shall be the same numbered day in the applicable month (i.e. the sixth or thirty-second month) as the date which commences such interval.

3. USE AND OPERATION OF THE PREMISES.

A. Permitted Use. Tenant agrees that it shall occupy and use the Premises only for general office purposes and ancillary uses, including, without limitation, as a receiving room and data center, and for no other purpose (the "**Permitted Use**") and shall not occupy or use the Premises (or permit the Premises to be used or occupied) for any of the uses set forth in Exhibit I attached hereto (the "**Prohibited Uses**"). Tenant shall comply with all applicable federal, state and municipal statutes, laws, ordinances, codes, orders, rules and regulations relating to Tenant's particular use of the Premises (as opposed to general office use) (collectively referred to herein as "**Law**" or "**Laws**"), and all covenants, conditions and restrictions of record of which Tenant has been notified in writing, which do not change or modify or conflict with the Permitted Use or unreasonably and adversely affect Tenant's use or occupancy of the Premises or use of the Building, applicable to Tenant's use or occupancy of the Premises. Landlord has previously delivered to Tenant a title policy showing all covenants, conditions and restrictions of record as of the date hereof. Tenant shall not knowingly make or permit any use of the Premises or the Building, or permit to be done anything in or upon the Premises or the Building, or bring or keep anything in the Premises or the Building, which directly or indirectly is forbidden by any of the foregoing or which may be hazardous to persons or property (other than normal and customary kinds and quantities of office supplies and materials, which are to be used and stored in accordance with applicable Law), or which may invalidate or increase the rate of insurance on the Building, its appurtenances, contents or operations, provided Tenant shall have received notice that such activity is or may be a default under such mortgage. Tenant shall provide and maintain all licenses and permits legally necessary for the operation of its business and allow Landlord to inspect the same from time to time upon reasonable prior notice. Notwithstanding anything in this Lease to the contrary, the Permitted Use shall include, without limitation, holding seminars, training programs and receptions open to the public, staff exercise and health (including massage) activities, cooking (provided that the appropriate alterations to enable cooking have been made to the Premises in accordance with the terms of the Lease and/or Work Letter (as applicable)) and catering for on-site events (including service of alcoholic beverages), computer and other headquarters operations and other activities not in conflict with Exhibit I hereto engaged in by law firms in their offices in the CBD. Tenant shall have access to the Premises, the Building, the Parking Section and, subject to hours of customary operation, any other related facilities, such as the Health Club and the Cafeteria (as each of such terms is hereinafter defined), twenty-four (24) hours a day, seven (7) days a week, fifty-two (52) weeks a year.

B. Stairwells. During the Term, Tenant shall have the right (i) to use the fire stairwells of the Building and/or any other internal base building staircases described in the

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Outline Specifications (as defined in the Work Letter) that connect one floor of the Premises to another (collectively, the "**Stairwells**") for daily passage from floor to floor of the Premises for its employees, invitees and materials; (ii) to install in the Stairwells card readers or other security devices regulating ingress from the Stairwells into the Premises on any floor of the Premises; provided that Tenant shall provide Landlord with access codes or access cards for all card readers (as applicable) and Landlord shall have access to the Premises and the Stairwells at all times in accordance with the terms of this Lease, and (iii) subject to and in accordance with the Work Letter (for alterations done prior to the Commencement Date) and Section 9A below (for alterations done after the Commencement Date) to improve, at Tenant's sole cost and expense, such Stairwells with drywall, floor covering (to the extent permitted by Law), lighting and paint; provided that, notwithstanding anything in the Work Letter or Section 9A to the contrary, Landlord shall have the right to approve the materials and colors used in such upgrades to the Stairwell (which approval shall not be unreasonably withheld, conditioned or delayed). All of the foregoing in this Section 3B shall be subject to compliance at all times during the Term with all applicable Laws, as the same may change, the cost of which shall be borne wholly by Tenant.

C. Landlord Restriction. In no event shall Landlord permit any space in the Building to be used or occupied for any of the Prohibited Uses.

4. **CONDITION OF PREMISES**. Subject to completion of the work set forth in the Work Letter, Tenant acknowledges and agrees that it shall take possession of the Premises in an "as-is" condition, without any warranty as to the condition thereof except as provided in this Lease and the Work Letter. Tenant's taking possession of the Premises shall be conclusive evidence that the Premises were in good order and satisfactory condition when Tenant took possession thereof, except (a) for those items set forth in any Punch List (as defined in the Work Letter) to be executed by Landlord and Tenant pursuant to the Work Letter prior to Tenant's occupancy of all or any part of the Premises; (b) any defects in the structure of the Building (including, without limitation, the exterior of the Building and exterior windows of the Building), (c) any defects in the Landlord's Work (as defined in the Work Letter) or the mechanical, electrical, plumbing, sanitary, sprinkler, emergency, elevator, heating, ventilation or air conditioning systems or other common systems of the Building; (d) any defects which Tenant did not have actual knowledge of at the time of the creation of the Punch List and which subsequently become known to Tenant, and (e) as expressly provided in this Lease or the Work Letter. No agreement of Landlord, the managing or leasing agent of the Building or their respective agents, partners or employees to alter, remodel, decorate, clean or improve the Premises or the Building (or to provide Tenant with any credit or allowance for the same), and no representations regarding the condition of the Premises or the Building, have been made by or on behalf of Landlord or such other parties or relied upon by Tenant, except as expressly stated in the Work Letter or this Lease. Landlord hereby represents, warrants and covenants to Tenant that, except as expressly set forth in this Section 4, as of the Delivery Date and in all events as of the Commencement Date, (x) the Building systems, including, without limitation, the mechanical, electrical, sprinkler, security, emergency, elevator, plumbing, sanitary, heating, air conditioning and ventilation systems, (y) the common areas of the Building, and (z) all structural aspects of the Building, including exterior walls and windows, the roof and foundation, shall be sound, in good and working order, in compliance with all Laws and constructed in accordance with the conditions and standards set forth in the Work Letter (collectively, the "**Base Building Requirements**"). In the event that after the initial construction of the Building and performance of the Landlord's Work under the

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Work Letter, Landlord desires to substitute systems, fixtures and equipment for the Base Building Requirements, prior to making such substitutions, Landlord shall request Tenant's consent therefor, which shall not be unreasonably withheld, conditioned or delayed provided that such substituted systems, fixtures and equipment are consistent with or exceed First Class Standards (as hereinafter defined).

5. BUILDING SERVICES.

A. Basic Services. Landlord shall furnish the following services to the Premises (the cost of all of which may be included in Expenses consistent with Section 2 above): (i) heating and air conditioning meeting the requirements set forth in the Outline Specifications, daily from 8:00 A.M. to 8:00 P.M. (Saturday from 8:00 A.M. to 2:00 P.M.), Sundays and "holidays" excepted (heating and air-conditioning after such hours or on Sundays and "holidays" shall be supplied upon Tenant's reasonable prior request (which may, with respect to business days only, be made orally to the Office of the Building at any time before 4 P.M. on the business day of the requested service, or if such requested service is to be provided on a day other than a business day, by 4 P.M. of the immediately preceding business day; any such notice may be provided in the form of a "standing" notice or other notice which applies to more than a single business day) of Tenant at the Landlord's then current rate (which rate shall be determined in accordance with Exhibit K for the portion of the Premises requested by Tenant as adjusted annually for actual cost increases only; (ii) water in common with other tenants for drinking, hot and cold water for any restrooms (except that any restrooms not constructed as part of Landlord's Work pursuant to the Work Letter shall be furnished cold water only and Tenant shall be responsible for obtaining hot water therefor) and cold water for any showers and office kitchens in the Premises; (iii) men's and women's restrooms on each floor of the Premises in accordance with the Base Building Requirements at locations designated by Landlord and in common with other tenants on multi-tenant floors; (iv) daily janitor service (in accordance with the specifications attached hereto as Exhibit L), and the common areas of the Building, weekends and "holidays" excepted, including periodic inside and outside window washing of the perimeter windows in the Premises (at least four (4) times per year); (v) passenger elevator service in common with Landlord, other tenants of the Building and any other parties permitted by Landlord to use the same, twenty-four (24) hours a day, seven (7) days a week, fifty-two (52) weeks a year; (vi) freight elevator service on weekdays, subject to scheduling, and on weekends and "holidays" upon request of Tenant and subject to scheduling and payment of any actual out-of-pocket third party costs incurred by Landlord in connection with Tenant's scheduling; provided, however, that Landlord shall use commercially reasonable efforts to give Tenant priority with respect to such scheduling with all tenants of the Building except for Mesirow, with whom Tenant shall have equal scheduling priority; and (vii) security throughout the common areas of the Building in accordance with First Class Standards and subject to the prior approval of Tenant (which shall not be unreasonably withheld, conditioned or delayed) as to the type of security system, scope of operations and cost of such security services (and any material change to such system, scope of operations or cost), including some form of security provided twenty-four (24) hours a day, seven (7) days a week, fifty-two (52) weeks a year; and (viii) heating, ventilating and air-conditioning to the common areas of the Building, including the Building reception lobby, sufficient to maintain the comfort of Tenant's personnel and guests in such areas. As used herein, "**holidays**" shall mean the generally observed holiday day for New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas, and "**business day**" shall mean any day other than a

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Saturday, Sunday or holiday. Landlord shall use commercially reasonable efforts to ensure that any service contract providing for services which are paid for on a per square foot basis including, without limitation, the janitorial service contract, provides the Landlord has a right to reduce the amount of space covered by such service contract from time to time in exchange for a proportionate reduction in cost to Landlord; provided, however Tenant hereby acknowledges that because service providers often experience economies of scale that such reductions may not be precisely proportional to the number of square feet which are serviced by such provider.

B. Electricity.

(i) Separately Metered. Beginning on the Commencement Date, electricity to the Premises shall not be furnished by Landlord, but shall be furnished by the electric utility company selected by Landlord and serving the Building. Landlord shall permit Tenant to receive such service directly from such utility company at Tenant's cost, and shall permit Landlord's wire and conduits (the nature of which is described in the Work Letter) to be used by Tenant in a suitable, safe and capable manner for such purposes. Tenant covenants and agrees that at all times its use of electric current shall never exceed the capacity of the feeders to the Building or the risers or wiring installed thereon, but such covenant shall not relieve Landlord of its covenants under this Lease. As part of Landlord's Work, Landlord, at its sole cost and expense, shall install separate meter tubs suitable for the installation of meters to be provided by the electricity provider for the Premises at the rate of one (1) meter tub for each floor of the Building that the Premises is located upon (other than the M Level), and shall make a meter tub available to Tenant for such purpose on each floor for which Tenant exercises an Expansion Option (as hereinafter defined). Tenant shall have the right to install a supplemental electric generator in accordance with the terms and conditions of Section 30 below.

(ii) Replacement. Tenant shall bear the cost of replacement of all lamps, tubes, light bulbs, ballasts, starters and other ancillary equipment for lighting fixtures. If Landlord has the exclusive right to provide to Tenant the material and labor for such replacements, the cost of such replacements shall not exceed the actual reasonable market cost to Landlord for such material plus a reasonable charge for labor (to the extent that such charge for labor is not included in Expenses as wages for Landlord's employees). Notwithstanding anything in this Section 5B to the contrary, Tenant shall have the right to provide the materials and labor for replacement of any incandescent bulbs in the Premises.

(iii) Electricity Deregulation. Landlord has selected Commonwealth Edison Company (the "**Electric Service Provider**") as the utility company to provide transmission and distribution of electrical service for the Building. Notwithstanding the foregoing, if permitted by applicable Law, Landlord shall have the right at any time and from time to time during the Term to either contract for service to be provided to Tenant or the Building from a different company or companies providing electrical service (each such company shall hereinafter be referred to as an "**Alternate Service Provider**") or continue to contract for service from the Electric Service Provider; provided that Tenant shall have the right to approve any Alternate Service Provider (which approval shall not be unreasonably withheld, conditioned or delayed). Tenant shall cooperate with Landlord, the Electric Service Provider and, subject to the approval set forth in the immediately preceding sentence, any Alternate Service Provider at all times and, as reasonably necessary, shall allow Landlord, the Electric Service Provider, and any Alternate

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Service Provider reasonable access to the electric lines, feeders, risers and wiring of the Building and to all electric panels, meters, equipment and machinery located in the Premises.

(iv) Changes; Capacity. Except for the changes and alterations specified in the Approved Plans (as defined in the Work Letter), (A) Tenant shall make no alterations or additions to the electrical equipment or systems installed or utilized in the Premises or the Building without the prior written consent of Landlord in each instance (which shall not be unreasonably withheld, conditioned or delayed), and (B) Tenant shall not install in the Premises or the Building any equipment which represents or uses an electrical current, including, without limitation, computer or data processing equipment, in excess of the electrical current set forth in the Base Building Requirements or in the Work Letter.

C. Energy Conservation. Notwithstanding anything to the contrary in this Section 5, Landlord shall have the right to institute such policies, programs and measures as may be necessary, in Landlord's reasonable discretion, for the conservation and preservation of energy or energy related services, as may be required to comply with any applicable Laws, and Tenant acknowledges and agrees to comply in full with all such policies, programs and measures; provided, however, no such policies, programs or measures shall require that Tenant make any physical installations at its cost nor shall they materially diminish the level of electrical service to the Premises.

D. Telephone Service. Except for providing wiring to the Building as part of Landlord's Work and riser space pursuant to Section 31 below, telephone service shall not be furnished by Landlord. Tenant shall make its own arrangements for such service in the Premises as may be desired by Tenant. Tenant shall pay all charges, including, but not limited to, the cost of installation of necessary wiring not provided by Landlord, made by the company providing telephone service in connection with or relating to the provision of telephone service to the Premises. Tenant shall pay each bill for telephone service to the Premises or Tenant's operations therein promptly in accordance with its terms.

E. Additional Services. Landlord shall not be obligated to furnish any services other than those expressly stated above, unless provided to the majority (measured by floor area leased) of other tenants in the Building. Tenant shall have the right to contract directly with qualified and reasonably approved outside service providers for services in the Premises that Landlord does not supply pursuant to this Lease, but only to the extent that the provision of any such service has no material detrimental effect on the operations of the Building by Landlord or on other tenants, and Landlord shall cooperate with Tenant in allowing such service providers to enter the Building and provide the requested services. If Tenant requests that Landlord provide such additional services and if Landlord elects to furnish services requested by Tenant in addition to those stated above (including services at times other than those stated above), Tenant shall pay to Landlord Landlord's actual costs in providing such services. All charges for any such additional services so provided by Landlord shall be deemed to be additional Rent hereunder and shall be due and payable within thirty (30) days after Tenant receives Landlord's bill therefor. If Tenant shall fail to make any such payment within such 30-day period, Landlord may, upon fifteen (15) days prior notice to Tenant and in addition to all other remedies available to Landlord, discontinue any additional services so provided. If Landlord discontinues such additional service (as provided in the preceding sentence), no such discontinuance shall result in

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any liability of Landlord to Tenant, relieve Tenant from performance of its obligations under this Lease or be considered an eviction or a disturbance of Tenant's use of the Premises. In addition, if Tenant's concentration of personnel or equipment (except as may be disclosed to Landlord by the Approved Plans or other plans approved by Landlord pursuant to Section 9 below) adversely affects in any material respect the temperature or humidity in the Premises or the Building and if Tenant fails to correct the problem (which may include installation of supplemental air-conditioning units) causing the adverse effect on temperature or humidity within sixty (60) days after the date of Landlord's notice, which notice Landlord shall only deliver if Landlord has a reasonable belief that Tenant's concentration of personnel or equipment is adversely affecting the temperature or humidity in the Premises or the Building, Landlord may install supplementary air conditioning units in the Premises, and Tenant shall pay for the cost of installation and maintenance, repair and replacement thereof (and all electrical and chilled and/or condenser water consumption used thereby) within thirty (30) days after Tenant's receipt of Landlord's invoice therefor. Landlord shall permit Tenant, at its sole cost and expense, to connect into and use the Building's condenser water system for supplemental cooling in accordance with specifications relating thereto contained in the Outline Specifications annexed to the Work Letter, which installation shall be performed in accordance with the Work Letter if performed prior to the Commencement Date and in accordance with Section 9 if performed thereafter. Tenant shall pay to Landlord its actual cost for such usage of condenser water; provided, however, that Landlord shall not charge any ongoing connection fee. If more than one tenant in the Building is using condenser water, Landlord shall equitably apportion the marginal cost of providing such condenser water (as applicable) among such tenants.

F. Failure or Delay in Furnishing Services. In the event of the interruption of any services critical to Tenant's occupancy or any Untenantability (as hereinafter defined) in the Premises or the Building, or the cessation of access not caused by Tenant to the Premises or Building, arising out of any event (Force Majeure or otherwise), which persists for a period longer than three (3) consecutive business days, and Tenant is unable to and does not utilize all, or a portion consisting of at least twenty percent (20%) of the Premises, as a result of such interruption or cessation, Tenant shall receive an abatement of all Rent for the portion of the Premises rendered Untenantable or inaccessible, from the period following such three (3) business day period until such time as such services or access is restored on a continual basis. For purposes of this Section 5F, "**continual basis**" shall mean restoration for a period exceeding forty-eight (48) hours (including at least one (1) business day) of any service or access which has ceased being furnished. Furthermore, in the event that such interruption or cessation persists for a period longer than two hundred seventy (270) days, Tenant shall have the option thereafter to terminate this Lease upon written notice to Landlord. If the cessation of access, Untenantability or interruption of services is due to the gross negligence or intentional misconduct of Landlord or its employees, agents, contractors or representatives, Tenant shall have all remedies available to it under this Lease; in all other cases, the remedies provided in this Section 5F shall be the sole and exclusive remedies of Tenant against Landlord for such cessation, Untenantability or interruption.

G. Excessive Use of Building Systems. Landlord shall not permit any other tenant's use and occupancy of its premises in the Building to and, unless such use or occupancy is consistent with the Approved Plans and other than as provided in Section 5E above, Tenant's use and occupancy of the Premises shall not, in any manner: (i) cause the design loads for the

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Building or the systems providing exhaust, heating, cooling, ventilation, electrical, mechanical, plumbing, life safety, water, sewer or other utility or security services to the Building (collectively, the "**Systems**") to be exceeded or (ii) adversely affect the Building or the operation of said Systems in the Premises or the Building or cause deterioration or damage to the Building or to such Systems. Except for any use or occupancy consistent with the Approved Plans, if Landlord determines that Tenant's use or occupancy of the Premises will, in Landlord's reasonable judgment, cause the design loads for the Building or the Systems or other utility or safety services to the Building to be exceeded or will adversely affect the Building or the operation of said Systems in the Premises or the Building or cause deterioration or damage to the Building or to such Systems, then Landlord shall deliver written notice thereof to Tenant and Tenant shall temper such excess loads and correct, repair and restore the portion of the Building or Systems so affected in a timely and expeditious manner by installing supplementary structural support, exhaust, heating, cooling, ventilation, electrical, life safety, water, sewer or other utility or safety systems in the Premises or elsewhere in the Building where necessary at the sole cost of Tenant, including, without limitation, the cost of preparing and submitting to Landlord for review and approval working drawings and specifications from time to time as the work progresses as additional Rent within thirty (30) days after Landlord's written demand therefor, from time to time. In the event of an emergency, Landlord may, but it shall not be required to (except as otherwise expressly provided in this Lease), without notice to Tenant, correct, repair and restore the portion of the Building or Systems so affected. Any expense to Landlord resulting pursuant to this Section 5G from the operation, repair, maintenance, replacement and/or removal of any such supplementary structural support, or Systems or other utility or safety systems, including rent for space occupied by any such supplementary structural support or Systems or other utility or safety systems installed outside the Premises, shall be borne exclusively by Tenant and shall be paid by Tenant to Landlord as additional Rent at Landlord's actual cost.

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

I. Quality of Services, Additional Landlord Obligations; Redundancies. All services provided and all maintenance of the Building performed by Landlord pursuant to the terms of this Lease shall be of a quality level consistent in all material respects with the standards from time to time applicable to the operation of similar Class A office buildings in the CBD (the "**First Class Standards**"). Landlord shall manage and operate the Building in accordance with prudent management and operation practices similar to those utilized by landlords of comparable buildings in the CBD. Landlord shall provide not less than seven (7) watts per rentable square

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foot of power to the Premises for lighting, outlets and such other incidental uses during the Term, except that Landlord shall ensure that at least 300 watts per rentable square foot of power is available for use by Tenant in the Data Center Premises and Tenant shall, at its sole cost and expense, perform any alterations necessary to use such power in the Data Center Premises. Landlord shall design and construct the Building to accommodate at least two (2) power feeds and shall use commercially reasonable efforts to secure multiple power feeds to the Building from at least two (2) separate sub stations under Commonwealth Edison's Grid in the City of Chicago if the same are available without material cost or burden to Landlord or the tenants of the Building. Landlord shall also use commercially reasonable efforts to obtain the same redundancies for telecommunications, internet, cable and other service providers in the Building if the same are available without undue cost or burden to Landlord or the tenants of the Building.

J. Tenant Security. Prior to the finalization of Landlord's Work Plans (as defined in the Work Letter), Tenant, Landlord and Mesirow Financial Holdings, Inc. ("**Mesirow**") shall use commercially reasonable efforts to develop and implement a base building security system for the Building which allows Tenant and Mesirow to have separate access to their respective premises and common access to all common Building access points (such as the Parking Section and the elevators). Upon development of such system, the physical requirements thereof shall be incorporated into the Landlord's Work Plans. In the event that the parties fail to implement such a base building security system, Tenant shall have the right to install and maintain, subject to the terms of this Lease, at Tenant's cost and expense, key card security systems to control access to its Premises, provided that Landlord's security, management and engineering personnel shall have master key card access at all times. Tenant's security system, to the extent not a part of a common system for the entire Building, will be at all times accessible by and compatible with the Landlord's Building security system.

K. Property Management. Landlord shall have no right to change the property manager for the Building without the prior written consent of Tenant, which consent shall not be unreasonably withheld, conditioned or delayed. If the property manager fails to manage the Building in accordance with the First Class Standards, Tenant shall have the right to give written notice to Landlord requesting that the property manager bring the management of the Building into compliance with the First Class Standards. If property manager fails to do so within thirty (30) days after such notice, upon further written direction of each of Tenant and Mesirow, Landlord shall replace the property manager for the Building with a property manager approved by Tenant and Mesirow in their reasonable discretion.

L. No Double Charges. Notwithstanding anything herein to the contrary, in no event shall Tenant be required to pay more than once for any charge permitted to be charged to Tenant under this Lease, or for Tenant's Proportionate Share thereof, as the case may be. In addition, in the event that more than one tenant of the Building requires additional services simultaneously with those provided to Tenant (e.g. HVAC to a shared office floor), the charges for such services shall be equitably apportioned between such tenant and Tenant.

6. RULES AND REGULATIONS. Tenant shall observe and comply in all material respects, and shall cause its subtenants, assignees, invitees, guests, employees, contractors and agents to observe and comply, strictly with the rules and regulations listed on Exhibit M attached hereto and with such reasonable modifications and additions thereto as Landlord may make from

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time to time, as in Landlord's reasonable judgment may be necessary, appropriate or desirable for the safety, maintenance, operation and care of the Building and the Premises and approved in advance by Tenant (collectively, the "**Rules and Regulations**"). Landlord shall not be liable for failure of any person or entity to obey the Rules and Regulations. Landlord shall not be obligated to enforce the Rules and Regulations against any person or entity (except to the extent necessary to protect the safety of persons and property), and the failure of Landlord to enforce any the Rules and Regulations shall not constitute a waiver thereof or relieve Tenant from compliance therewith. Notwithstanding anything in this Section 6 to the contrary, Landlord agrees to use reasonable efforts to enforce the Rules and Regulations against other tenants in the Building and Landlord will not intentionally discriminate against Tenant in the enforcement of the Rules and Regulations. In the event of a conflict between the Rules and Regulations and the terms of this Lease, the terms of this Lease, in all instances, shall control, govern and prevail. Landlord shall use reasonable efforts to enforce its rights, whether pursuant to the Rules and Regulations, lease provisions or otherwise, against tenants of the Building who create unreasonable noise or vibration in the Building.

7. **RIGHTS RESERVED TO LANDLORD**. Subject to the terms and conditions of this Lease, Landlord reserves the following rights, each of which Landlord may (but shall have no obligation to) exercise without notice to Tenant and without liability to Tenant, and the exercise of any such rights shall not be deemed to constitute an eviction or disturbance of Tenant's use or possession of the Premises and shall not give rise to any claim for set-off or abatement of Rent or any other claim: (a) subject to the rights expressly granted to Tenant under this Lease, to use any roof, exterior portions of the Building (including fire escapes and ladders), the land, improvements and air and other rights below or above the Premises or outside the demising walls of the Premises and other facilities or equipment required to serve the Building and occupants thereof; (b) subject to the terms of this Section 7 and Section 29 below, to install, affix and maintain any and all signs on the interior of the Building provided that the same do not obstruct the windows of the Premises; (c) subject to the terms and conditions of Section 29, to maintain within the lobby of the Building a directory containing a standard listing with Tenant's name; (d) except as otherwise expressly provided in this Lease and subject to the terms and conditions of Section 5F above, to make repairs, decorations, alterations, additions, or improvements, whether structural or otherwise, in and about the Building, and for such purposes upon reasonable prior notice to Tenant (except in the event of an Emergency Situation (as hereinafter defined), in which event no prior notice is required but for which Landlord shall notify Tenant as soon thereafter as possible) to enter upon the Premises, temporarily close common area doors, corridors and other public areas in the Building and interrupt or temporarily suspend services or use of common areas, provided Landlord uses commercially reasonable efforts to minimize the interruption or interferences with Tenant's use and enjoyment of the Premises; (e) to retain at all times, and to use in appropriate instances upon reasonable prior notice (except in the event of an Emergency Situation, in which event no prior notice is required but for which Landlord shall notify Tenant as soon thereafter as possible), keys to all doors within and into the Premises; (f) subject to the terms of Section 29 below and the Prohibited Uses, grant to any retail tenant the exclusive right to conduct any retail business in the Retail Section consistent with the terms of this Lease, including, without limitation, Landlord's obligation to operate the Building in accordance with First Class Standards, (g) to show the Premises to prospective purchasers, lenders, partners and others having a legitimate interest in the Premises (including prospective tenants during the last eighteen (18) months of the Term) or inspect the Premises at reasonable

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times upon reasonable notice to Tenant and, if Tenant's right to possession of the Premises is terminated, to decorate, remodel, repair, alter or otherwise prepare the Premises for reoccupancy at Landlord's expense; (h) to the extent there is no other reasonable physical alternative, to install, erect, use and maintain in and through the Premises, risers, pipes, conduits, wires and ducts serving the Building, provided that such installation, use and maintenance does not interfere with Tenant's use of the Premises or disturb Tenant's operations (the foregoing shall in no way impact Landlord's right to maintain, repair or replace the existing risers, pipes, conduits, wires and ducts) or reduce the size or useable area of the Premises; (i) to designate and/or approve prior to installation, all types of signs, window shades, blinds, drapes, awnings or other similar items, and all internal lighting, that may be visible from the exterior of the Building, or from interior common areas of the Building; (j) to approve the weight, size and location of safes, vaults, bookshelves, files, computers, word processing equipment and other heavy equipment and articles in and about the Premises and the Building so as not to exceed the live load per square foot designated by the structural engineers for the Premises and/or the Building, and to require all such items and furniture and similar items to be moved into or out of the Building and the Premises only at such times and in such manner as Landlord shall reasonably direct in writing; (k) to establish reasonable control and rules for the purpose of regulating all property and packages, both personal and otherwise, to be moved into or out of the Building and the Premises and all persons using the Building after normal business hours; (l) to reasonably regulate delivery and service of supplies and the usage of loading docks, the parking areas and freight elevators for the Building; (m) upon reasonable prior oral or written notice to Tenant (except in case of an Emergency Situation, when no prior notice shall be required) to enter the Premises at any reasonable time to inspect the Premises (but not Client Files (as hereinafter defined) or other confidential or privileged materials) for any lawful reason whatsoever; (n) to take any and all action to protect and ensure access at all times to the Building or particular space or suites therein; and (o) to take any other action which does not interfere with Tenant's use of and access to the Premises and which Landlord deems reasonable in connection with the operation, maintenance or preservation of the Building. Landlord shall be accompanied by a representative of Tenant during any entry into the Premises except in the case of an Emergency Situation or the provision of routine services to the Premises (such as janitorial service). In the event that Landlord desires to perform non-emergency repairs or other work in the Premises for the benefit of Landlord or other tenants and Tenant reasonably believes that such work will cause an disruption of Tenant's business and notified Landlord of the same, Landlord shall perform such work after normal business hours at no cost or expense to Tenant.

8. MAINTENANCE AND REPAIRS.

A. Tenant Repairs. Tenant, at its expense, shall maintain and keep the Premises in good order, condition and repair at all times during the Term (ordinary wear and tear and damage by fire, other casualty, condemnation or Landlord's acts or omissions excepted), except for Landlord's obligations under this Section 8 or as expressly otherwise set forth in this Lease. Except as otherwise expressly set forth in this Lease, Tenant shall, at Tenant's sole cost and expense, promptly and adequately repair any and all damage to the Premises and replace and repair all damaged or broken fixtures and appurtenances in the Premises under the supervision of and subject to the approval of Landlord and make all repairs, replacements, alterations, installations, modifications, retrofitting, rehabilitation and additions to the Premises as may be required by any Law enacted after the Commencement Date to the extent that the same are

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necessitated by Tenant's particular use of the Premises (as opposed to general office use). If Tenant fails to do so within a reasonable time following notice from Landlord (except in case of an Emergency Situation, in which event no prior notice shall be required), Landlord may, but shall have no obligation to make such repairs, replacements, alterations, installations, modifications, retrofitting, rehabilitation or additions (except as otherwise expressly provided in this Lease), without any such work constituting a constructive eviction of Tenant or entitling Tenant to any reduction or abatement of Rent, and Tenant shall pay the cost thereof to Landlord within thirty (30) days after Landlord's demand therefor. In addition, Tenant shall reimburse Landlord for the cost of any material repairs to the common areas of the Building necessitated by the wrongful or negligent acts or omissions of Tenant, its subtenants, assignees, employees, contractors, agents, and other persons specifically invited to the Building by Tenant or its subtenants, assignees or employees which are not covered by the insurance Landlord is required to carry hereunder. All repairs, replacements, alterations or other work by Tenant hereunder shall be subject to and performed in accordance with the requirements of Section 9 of this Lease, including (if applicable) the requirement that Tenant obtain Landlord's prior written consent therefor. Tenant shall provide Landlord, within five (5) business days after Landlord's request therefor from time to time, evidence that any work required under this Section 8A has been performed or contracted for. Subject to the foregoing, Landlord may at its option, perform any maintenance or make any repairs to the Building as Landlord shall desire or deem necessary for the safety, operation or preservation of the Building, or as Landlord may be required to do by any governmental authority or by the order or decree of any court or by other proper authority, and the cost thereof shall be included in Expenses except to the extent excluded therefrom as provided in this Lease.

B. Landlord's Maintenance. Landlord shall, subject to Sections 12 and 13 below, make and perform all maintenance and repairs and, if necessary, replacements, of exterior walls, exterior windows, all maintenance and repairs and, if necessary, replacements, of all structural columns, structural floors and floor slabs, footings, caissons and piers of the Building, all maintenance and repairs and, if necessary, replacements, to the roof of the Building, all maintenance and repairs to and, if necessary, replacement of the vertical transportation systems in the Building (including the freight, service and passenger elevators serving the Premises) and, subject to Section 8A above, all of the common areas in the Building, all maintenance and repairs and, if necessary, replacement of the Systems and such other maintenance and repairs and, if necessary, replacement, in each case as needed in Landlord's reasonable determination, to keep them or it in first class good working order and condition and in compliance with applicable Law and the Base Building Requirements or any first class substitutions thereto, and the cost thereof shall be included in Expenses except to the extent excluded therefrom as provided in this Lease. Landlord shall use all reasonable efforts to make any repairs, additions or alterations in, about or affecting the Building or the Premises in a manner which minimizes interference with Tenant's business and use and occupancy of the Premises.

C. Tenant Self-Help. If repairs which are Landlord's responsibility under Section 8B are necessary to relieve an Emergency Situation (as hereinafter defined) are necessary ("**Emergency Repairs**"), then, without limitation of the provisions of Sections 5 and 17 of this Lease:

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(i) Landlord shall, promptly and in any event within twenty-four (24) hours of learning of the need for such Emergency Repairs (whether from written or oral notice from Tenant or otherwise) have qualified personnel evaluate the situation and commence the Emergency Repair and pursue the same to completion with diligence in accordance with Section 8B above, consistent with First Class Standards.

(ii) In the event the Emergency Repairs cannot be accomplished within such twenty-four (24) hour period, Landlord, within an additional twenty-four (24) hour period, shall provide to Tenant a preliminary schedule setting forth the basic steps Landlord proposes to be taken to effect the Emergency Repairs, and the times when such work is proposed to be done.

(iii) In the event of an Emergency Situation, Landlord shall do whatever is commercially reasonably necessary and feasible consistent with First Class Standards, including requiring its employees and contractors to work overtime, weekends, and holidays in order to accomplish the Emergency Repairs in the shortest possible time.

(iv) If Landlord fails to perform its obligations hereunder as specified above in clause (i), (ii) or (iii), and is not diligently proceeding to correct such situation, regardless of the occurrence of events of Force Majeure, Tenant, upon twenty-four (24) hours' prior notice (telephonic or oral) to Building management, may undertake such actions as to perform any obligations of Landlord hereunder as may be reasonably necessary to address such Emergency Situation. Except to the extent that the cause of such Emergency Situation is the negligence or willful misconduct of, or breach of this Lease by, Tenant or any other Tenant Related Party (as hereinafter defined), Landlord shall reimburse the actual reasonable out-of-pocket cost thereof within thirty (30) days following Tenant's delivery of: (a) a written notice describing in reasonable detail the action taken by the Tenant; (b) reasonably satisfactory evidence of the cost of such remedy; and (c) such sworn contractor's statements, waivers of lien and other applicable documentation as are reasonably necessary to protect Landlord's title to the Building. All work performed by Tenant pursuant to this subparagraph (iii) shall be deemed to be an Alteration and shall be performed in accordance with the provisions of Section 9 below, except that Landlord's prior approval shall not be required.

(v) If Tenant undertakes any action pursuant to clause (iv) above, Tenant shall (1) proceed in accordance with all applicable Laws; (2) retain to effect such actions only such reputable contractors and suppliers as are duly licensed in the City of Chicago and insured in accordance with the provisions of Section 10F below; (3) effect such repairs in a good and workmanlike and commercially reasonable manner; (4) use new or like-new materials, and (5) take reasonable efforts to minimize any material interference or impact on Landlord or the other tenants and occupants of the Building.

(vi) Notwithstanding anything in this Section 8 to the contrary, Tenant shall not have the right to access any area of the Building occupied by another tenant in the exercise of its rights under this Section 8C without the prior consent of Landlord and (to the extent required) such other tenant, which consent shall not be unreasonably withheld, conditioned or delayed. Tenant and Landlord shall reasonably cooperate with one another in connection with the exercise of Tenant's rights under this Section 8C.

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"**Emergency Situation**" as herein used means a situation which threatens imminent substantial damage to property or the physical well-being of persons in the Premises or the Building.

9. ALTERATIONS.

A. Requirements. Except as expressly provided in this Lease or the Work Letter, Tenant shall not make any replacement, alteration, improvement or addition to or removal from the Premises (collectively, for purposes of this Section 9 only, an "**alteration**") without the prior written consent of Landlord (which shall not be unreasonably withheld, conditioned or delayed). The parties acknowledge and agree that Tenant's Work shall be governed by the terms and conditions of the Work Letter rather than this Section 9. Tenant hereby agrees that it shall not be unreasonable for Landlord to withhold its consent to an alteration if such alteration, in Landlord's reasonable judgment, would adversely affect in any material respect the structural integrity or exterior appearance of the Building or the Systems of the Building, unless such alteration is consistent with the Approved Plans ("**Material Adverse Effect**"). Tenant shall, prior to commencing an alteration, submit to Landlord for prior written approval (which items shall be submitted but not subject to Landlord's approval in connection with alterations made pursuant to Section 8C(iv) above or Section 9B below): (i) the names and addresses of each contractor, known subcontractor and supplier selected by Tenant who or which will perform labor or supply materials in connection with such alteration provided that Tenant shall not utilize contractors or subcontractors to whom Landlord reasonably objects; provided, further that Tenant shall in good faith consider Landlord's contractor(s) as a potential contractor(s) for such alterations, (ii) detailed plans and specifications; (iii) sworn statements, including the names, addresses and copies of contracts for all contractors; (iv) all necessary permits evidencing compliance with all applicable Laws and the plans and specifications; (v) certificates of insurance in form and amounts reasonably required by Landlord, naming Landlord and any other parties reasonably designated by Landlord as additional insureds; and (vi) all other documents and information as Landlord may reasonably request in connection with such alteration. Tenant's plans shall be deemed approved in writing by Landlord if not reasonably disapproved within twenty (20) business days after submittal by Tenant, provided that Tenant sends a notice following expiration of any such 20-business day period and Landlord fails to disapprove such plans within five (5) days after receipt of such notice. Notwithstanding the foregoing, if any alteration (except Permitted Alterations (as hereinafter defined)) may reasonably be expected to cost more than $1,000,000 (which amount shall, if applicable, be increased annually on the first day of each Lease Year beginning with the second Lease Year by the CPI Factor), the time limits and procedures for preparation of the "**Approved Plans**" set forth in the Work Letter shall be applicable to such plans. Tenant agrees to pay to Landlord for all reasonable out-of-pocket third party charges incurred by Landlord in connection with such alterations, except that there shall be no inspection or review charge by engineers if Tenant employs Landlord's engineers for such alteration and such engineer does not charge Landlord a separate charge for such inspection or review. Neither Landlord's approval of the plans and specifications nor supervision of the alteration by Landlord shall constitute a representation or warranty by Landlord as to the accuracy, adequacy, sufficiency or propriety of such plans and specifications or the quality of workmanship or the compliance of such alteration with applicable Laws and the plans and specifications. Each alteration shall be performed in a good and workmanlike manner, in accordance with the plans and specifications approved by Landlord, and shall meet or exceed the

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standards for construction and quality of materials established by Landlord for the Building. In addition, each alteration shall be performed in compliance with all applicable Laws. Each alteration shall be performed by union contractors if required by Landlord and in harmony with Landlord's employees, contractors and other tenants. Each alteration, whether temporary or permanent in character, made by Landlord or Tenant in or upon the Premises (excepting only Tenant's furniture, equipment and trade fixtures) shall become Landlord's property and shall remain upon the Premises at the expiration or termination of this Lease without compensation to Tenant; provided, however, that Tenant shall remove, at Tenant's sole cost and expense, any alteration made without the consent of Landlord, except Permitted Alterations (as hereinafter defined) which Tenant shall not be required to remove, in accordance with the provisions of Section 15 of this Lease.

B. Permitted Alterations. Notwithstanding anything to the contrary in Section 9A above, Tenant shall have the right to make alterations to the Premises without Landlord's consent if such alterations would not have a Material Adverse Effect, provided that (i) Tenant provides Landlord ten (10) business days' prior written notice of its intent to make any such alterations (which notice shall include a detailed description of the alterations to be made by Tenant); (ii) all such alterations are made in compliance with the provisions and restrictions set forth in Section 9A above other than obtaining Landlord consent; and (iii) Tenant pays to Landlord the reasonable out-of-pocket third party costs incurred by Landlord in connection with such alterations as provided in Section 9A above (collectively, "**Permitted Alterations**"). Within ten (10) days after Tenant's request, if Tenant fails to include a statement in such request that the requested alteration will not have a Material Adverse Effect, Landlord may request reasonable additional information regarding the nature of the proposed plans in order to confirm that such alterations will not have a Material Adverse Effect, in which event Landlord shall have ten (10) days after receipt of the last of such information to make a reasonable determination regarding whether or not the alteration will have a Material Adverse Effect. In the event Landlord reasonably determines that the requested alteration will have a Material Adverse Effect, the provisions of Section 9 shall be applicable to such alteration. If Landlord fails to request additional information or make a determination that the requested alteration will have a Material Adverse Effect within the applicable 10-day period, Tenant may commence such alteration pursuant to the terms and conditions of this Section 9B, but such occurrence shall not release Tenant from performance of any of its other obligations under this Lease.

C. 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 and all liens and encumbrances created by Tenant shall attach to Tenant's interest only. Tenant covenants and agrees not to suffer or permit any such liens to be placed against the Building or the Premises and in case of any such lien attaching and being recorded, or claim thereof being asserted, Tenant covenants and agrees no later than twenty (20) days from the filing thereof or from such claim being asserted (i) to cause it to be released and removed of record, or (ii) to provide Landlord with endorsements (satisfactory to Landlord and any mortgagee of the Building) to Landlord and mortgagee's title insurance policies insuring against the existence of or attempted enforcement of such lien; or (iii) to bond over or provide to Landlord such other security for such lien claims as may reasonably be required by Landlord to insure that Landlord's title to the Building will not be adversely affected by such lien. Provided

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that Tenant takes one or more of the actions set forth in the preceding sentence, Tenant shall have the right to diligently contest the validity of any such lien claim by such proceedings as are permitted by applicable Law. In the event that such lien is not released, removed or bonded, or insured over within said 20-day period, Landlord, at its sole option and not in limitation of any other right or remedy Landlord may have, may take all action necessary to release and remove such lien (without any duty to investigate the validity thereof) and Tenant shall, within ten (10) business days following notice from Landlord, either before or after such release and removal, pay or reimburse Landlord for all sums, costs and expenses (including, without limitation, reasonable attorneys' fees and court costs) reasonably incurred by Landlord in connection with such lien together with interest thereon at the Default Rate from the date incurred until the date paid.

10. INSURANCE.

A. Waiver of Subrogation. Without limiting the generality of the waivers of claims contained in Section 11 below, Landlord and Tenant hereby waive all claims and rights of recovery against the other and their respective officers, directors, partners, members, shareholders, other equity owners, employees, agents and representatives for any loss or damage to their respective properties or interests therein (including business interruption and rent loss), which loss is insured against, or required to be insured against, by Landlord or Tenant (as applicable) pursuant to this Section 10, regardless of fault or negligence and regardless of the amount of insurance proceeds collected or collectible under any insurance policies in effect, and Landlord and Tenant each represent and warrant to the other that all such policies permit such waiver and contain, and will contain, enforceable waiver of subrogation endorsements. In addition, and without limitation to the generality of Section 11 below, Landlord and Tenant agree that in the event of any loss or damage to their respective properties or interests (including business interruptions or rent loss), the party suffering the loss shall resort to its insurance coverage prior to asserting any claim or demand against the party causing the loss.

B. Coverage. Tenant shall purchase and maintain insurance during the entire Term, at Tenant's sole cost and expense, for the benefit of Tenant and Landlord and any other parties reasonably designated by Landlord (as set forth in Section 10B(i) below) with terms, coverages, limits and in companies licensed to do business in the state where the Building is located and having a Best's A- rated company or higher with a financial rating of VIII or higher, Tenant shall maintain the following coverages in the following amounts:

(i) Commercial General Liability Insurance (including contractual liability insurance and bodily injury liability if the same is not included in the policy) insuring Tenant and naming Landlord and Landlord's lenders and property manager as additional insureds, covering any liability for bodily injury, personal injury, including death, and property damage arising out of Tenant's operations, acts, assumed liabilities or use of the Premises, for limits of liability not less than:

Bodily Injury and Property Damage Liability	$1,000,000 each occurrence
Personal and Advertising Injury Liability	$1,000,000 each occurrence
General Aggregate	$2,000,000 annually

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Products/Completed Operation	$2,000,000 annually
Fire Damage Legal Liability	$1,000,000 each occurrence
Medical Payments	$5,000 any one person

(ii) Physical Damage Insurance including, but not limited to, fire, sprinkler leakage, vandalism and all other risks of direct physical loss as insured against under special perils-all risk form coverage endorsement on an agreed amount basis for all trade fixtures, office equipment, machinery, movable partitions, wall and floor coverings, inventory, merchandise and all other items of Tenant's property on the Premises; provided, however, if Tenant elects under Section 10H to insure all additions, improvements and alterations to the Premises itself, the insurance described in this Section 10B(ii) shall also cover the full replacement cost of all additions, improvements and alterations to the Premises and provide that Landlord and any other party reasonably designated by Landlord from time to time are loss payees, with respect thereto. Such insurance shall be written on an "all risks" of physical loss or damage basis, on an agreed amount basis the covered items and with a waiver of the coinsurance clause with reasonable deductibles. In the event of a loss, the proceeds of such insurance shall be used for the repair or replacement of the property insured; except that if this Lease is terminated following a casualty, any proceeds applicable to the Building and Landlord's property (including, without limitation, all improvements, alterations and additions which are Landlord's property pursuant to the terms of Section 15B below) to the extent insured by Tenant pursuant to this Section 10 shall be paid in accordance with Section 12C below and the proceeds applicable to Tenant's personal property shall be paid to Tenant.

(iii) If Tenant dispenses, stores, uses or gives away alcoholic beverages, "**Host-Liquor Liability**" Insurance with Tenant as the named insured and naming Landlord and Landlord's lenders, directors, officers, agents, employees and property manager as additional insureds, covering any liability that might arise from the provision, use, storage or giving away of alcoholic beverages by Tenant, its agents or employees, on the Premises. Nothing herein shall permit Tenant to sell alcoholic beverages in, from or about the Premises or the Building.

(iv) Worker's Compensation Insurance covering all employees, and cause agents and contractors of Tenant performing work in, on, or with respect to the Premises to carry Worker's Compensation Insurance, in amounts not less than those required by Law.

(v) Employers liability insurance covering all employees, agents and contractors of Tenant performing work in, on or with respect to the Premises, in amounts not less than $500,000 for each accident and $500,000 for diseases of each employee, agent and contractor.

(vi) Automobile Insurance covering all owned, non-owned and hired automobiles with limits of liability of not less than $1,000,000 for bodily injury to any one person, and $1,000,000 for property damage for each accident.

(vii) Umbrella or Excess Liability coverage in amounts not less than $20,000,000.

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Tenant shall prior to the Delivery Date, and from time to time thereafter upon the reasonable request of Landlord (but no more often than once per calendar year of the Term), furnish to Landlord evidence of insurance with respect to all such coverage (with proof of payment of all premiums) and with renewal certificates no less than ten (10) days prior to the expiration of such policies, which certificates of insurance shall state that the insurer will endeavor to notify the certificate holder of cancellation at least thirty (30) days prior to the effective date of such cancellation. Landlord shall have the right to reasonably increase the amount and to expand the scope of insurance to be maintained by Tenant under this Lease from time to time during the Term of this Lease (but no more often than once every three (3) years) if in Landlord's reasonable judgment the coverages required under this Section 10 required to be carried by Tenant are no longer consistent with coverage required in other Class A office buildings in the CBD.

C. Avoid Action Increasing Rates. Tenant shall comply with all Laws applicable to Tenant's particular use of the Premises (as opposed to mere general office use) (including, without limitation, all applicable fire codes and reasonable rules and regulations of Landlord's fire insurance underwriters initiated after the date hereof which do not adversely affect Tenant's use and occupancy of the Premises in any material respect) and all orders and decrees of court and all requirements of other governmental authorities, and shall not, directly or indirectly, make any use of the Premises which may thereby be prohibited or be dangerous to person or property or which may jeopardize any insurance coverage or may increase the cost of insurance or require additional insurance coverage. If by reason of the failure of Tenant to comply with the provisions of this Section 10C, any insurance coverage is jeopardized or insurance premiums are increased, Tenant shall have the option to make payment of the increased insurance premium immediately upon Landlord's demand or to immediately cease the action causing the jeopardy premium increase; provided, however, if Landlord incurs any costs or expenses as a result of Tenant's failure, Tenant shall reimburse Landlord therefor upon demand.

D. Failure to Insure. If Tenant fails to maintain any insurance which Tenant is required to maintain pursuant to this Section 10, (i) Tenant shall be liable to Landlord for any loss or costs resulting from such failure to maintain such insurance, and (ii) Landlord shall have the right (but not the obligation) to obtain such insurance at Tenant's expense, and (iii) all costs of such insurance shall be deemed additional Rent, shall bear interest at the Default Rate and shall be payable to Landlord by Tenant immediately upon Landlord's demand. If Landlord fails to maintain any insurance which Landlord is required to maintain pursuant to this Section 10, Landlord shall be liable to Tenant for any loss or costs resulting from such failure to maintain such insurance.

E. Representation. Landlord makes no representation that the limits of liability specified to be carried by Tenant under this Section 10 are adequate to protect Tenant. In the event Tenant believes that any such insurance coverage called for under this Lease is insufficient, Tenant shall provide, at its own expense, such additional insurance as Tenant deems adequate.

F. Additional Requirements. Tenant shall require each of its contractors and trades people, and their relevant subcontractors, to carry insurance in amounts and standards specified in this Section 10 (except that limits for subcontractors need not exceed a reasonable amount no

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less than $1,000,000.00) or as Landlord may from time to time require, from insurance companies licensed to do business in the State in which the Building is located.

G. Notices. Tenant shall immediately furnish Landlord with a copy of any written notice received, or a written summary of an oral notice received, from any governmental or quasi-governmental authority, insurance company, inspection bureau or any other third party as it relates to the Premises, the Building or Landlord.

H. Landlord's Insurance. Except as otherwise specified in this Section 10H, Landlord shall maintain the following insurance at all times during the Term:

(i) Property insurance including, but not limited to, fire, sprinkler leakage, vandalism and all other risks of direct physical loss as insured against under special coverage endorsement for the full replacement cost of the Building including, without limitation, all alterations, improvements and additions to the Premises (collectively "**Premises Alterations**"), provided that Landlord has been notified of the same unless Tenant elects to insure the same in accordance with this Section 10H, and including, during construction of the Landlord's Work, "builder's risk" coverage. Such insurance shall be written on an "all risks" of physical loss or damage basis, for the full replacement cost value of the Building (exclusive of foundations and footings) and with a waiver of the coinsurance clause. Notwithstanding anything in this Lease to the contrary, Tenant shall pay to Landlord, within ten (10) days after receipt of an invoice, the incremental cost to Landlord of insuring the Premises Alterations unless and until Tenant elects, by thirty (30) days prior written notice to Landlord, to insure the alterations, improvements and additions to the Premises itself. Landlord shall from time to time, but at least thirty (30) days (or promptly after receipt by Landlord of notice of a rate change which goes into effect in fewer than thirty (30) days after receipt thereof by Landlord) prior to a rate change, deliver a written notice to Tenant setting forth the amount of insurance for the Premises Alterations.

(ii) Commercial General Liability Insurance (including contractual liability insurance and bodily injury liability) with respect to the Building covering, without limitation, any liability for bodily injury, personal injury, including death, and property damage with limits at least equal to those required to be carried by landlords of other Class A office buildings in the CBD, including umbrella or excess liability coverage.

(iii) Such other types or amounts of insurance as carried by landlords of other Class A office buildings in the CBD.

Landlord shall, from time to time (not more often than once per calendar year), upon request of Tenant, furnish to Tenant certificates of insurance evidencing such coverage.

11. WAIVER AND INDEMNITY.

A. Tenant's Waiver. To the extent not prohibited by applicable Law, Tenant hereby waives any and all claims and rights of recovery against Landlord, and against the officers, directors, members, employees, managers, affiliates, partners, agents and contractors of Landlord (collectively, including Landlord, "**Landlord's Indemnitees**"), for loss, damage or injury to Tenant's property sustained by Tenant (including, without limitation, any loss, damage or injury relating to business interruption or rent loss), regardless of fault or negligence and regardless of

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the amount of insurance proceeds collected or collectible by it under any insurance policies in effect; provided, however, that nothing contained herein shall waive or limit any of Tenant's abatement, termination or self-help rights or remedies expressly set forth in this Lease.

B. Tenant's Indemnity. Tenant shall indemnify, defend and hold harmless Landlord and Landlord's Indemnitees from and against any and all claims, costs, damages, losses, liabilities and expenses, including reasonable attorneys' fees and expenses, up to the amount of insurance Tenant is required to carry under this Lease or, if greater, the amount of insurance actually carried by Tenant (except that the limitation as to insurance shall not apply to any conduct, such as gross negligence or wilful misconduct, which cannot be insured against) for any: (i) death or personal injury to any persons and (ii) loss or damage to the property of third parties to the extent arising, in the case of occurrences described in clause (i) or clause (ii) of this Section 11B, from the act or omission of Tenant or Tenant's subtenants, officers, directors, partners, contractors, agents, licensees and affiliates (collectively, including Tenant, referred to herein as the "**Tenant Related Parties**" or individually as a "**Tenant Related Party**") or from any activity, work or thing done or suffered by Tenant in the Premises or Building. Without limiting the foregoing, Tenant shall indemnify, defend and hold harmless Landlord and Landlord's Indemnitees from any claims, liabilities, damages, costs and expenses arising out of the use or storage of hazardous or toxic materials in the Building by Tenant or any Tenant Related Parties. If any such proceeding is filed against Landlord or any of Landlord's Indemnitees, Tenant agrees to defend Landlord or Landlord's Indemnitees, as the case may be, that is a party in such proceeding at Tenant's sole cost by legal counsel reasonably satisfactory to Landlord. In no event shall Tenant be obligated to indemnify Landlord or any of Landlord's Indemnitees for any willful or negligent acts, or omissions of or breach of this Lease by, Landlord or any of Landlord's Indemnitees. Tenant's obligations under this Section 11B shall survive the expiration or earlier termination of this Lease.

C. Landlord's Waiver. To the extent not prohibited by applicable Law, Landlord hereby waives any and all claims and rights of recovery against Tenant and the other Tenant Related Parties, for loss, damage or injury to Landlord's property (including rent loss) sustained by Landlord, regardless of fault or negligence and regardless of the amount of insurance proceeds collected or collectible under any insurance policies in effect; provided, however, that nothing contained herein shall waive or limit any of Landlord's termination or self help rights or remedies expressly set forth in this Lease.

D. Landlord's Indemnity. Landlord shall indemnify, defend and hold harmless Tenant and the other Tenant Related Parties from and against any and all claims, costs, damages, losses, liabilities and expenses (including reasonable attorneys' fees and expenses) for any: (i) death or personal injury to any persons and (ii) loss or damage to the property of third parties to the extent arising, in the case of occurrences described in clause (i) or clause (ii) of this Section 11D, from the gross negligence or wilful misconduct of Landlord and Landlord's Indemnitees or from any activity, work or thing done or suffered by Landlord in the Premises or Property or as a result of Landlord's breach or default under this Lease. If any such proceeding is filed against Tenant or any other Tenant Related Party, Landlord agrees to defend Tenant or such Tenant Related Party, as the case may be, that is a party in such proceeding at Landlord's sole cost by legal counsel reasonably satisfactory to Tenant. In no event shall Landlord be obligated to indemnify Tenant or any of the other Tenant Related Parties for any wilful or negligent acts of

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omissions of or breach of this Lease by Tenant or any other Tenant Related Party. Landlord's obligations under this Section 11C shall survive the expiration or earlier termination of this Lease. Without limiting the foregoing, Landlord shall indemnify, defend and hold harmless Tenant and Tenant's Indemnitees harmless from any claims, liabilities, damages, costs and expenses arising out of the use or storage of hazardous or toxic materials in the Building by Landlord or any of Landlord's Indemnitees.

12. FIRE AND CASUALTY.

A. Termination and Restoration. Subject to the terms and conditions of this Section 12, in the event of a fire or other casualty affecting the Building, Landlord, with reasonable diligence, shall use commercially reasonable efforts to restore the Building, including the Premises Alterations, subject to reasonable delays caused by any event of Force Majeure. Notwithstanding the foregoing, if (1) in Landlord's reasonable judgment the Building, exclusive of the Premises and Premises Alterations, cannot be repaired or restored in two hundred seventy (270) days or less from the date of such fire or other casualty, either party may terminate this Lease effective as of the date of such fire or other casualty by written notice to the other party within thirty (30) days after Landlord's Notice (as hereinafter defined); provided, however, Landlord may only terminate this Lease if Landlord terminates the leases of other similarly situated tenants whose leases can be so terminated by Landlord, or (2) in Landlord's reasonable judgment, the Premises and Premises Alterations can not be repaired or restored within two hundred seventy (270) days or less from the date of such fire or other casualty, Tenant may terminate this Lease effective as of the date of such fire or other casualty by written notice to Landlord within thirty (30) days after Landlord's Notice. Landlord agrees to give Tenant written notice as soon as practicable but no later than sixty (60) days after the occurrence of any such fire or other casualty setting forth Landlord's reasonable estimate of the time necessary to repair or restore the Premises and/or the Building (the "**Landlord's Notice**"). If either party elects to terminate this Lease, Rent shall be paid through and apportioned as of the date of such fire or other casualty. If neither party elects to terminate the Lease or the repair or restoration is estimated to take less than one hundred eighty (180) days (as set forth in the Landlord's Notice), Landlord's obligation to restore the Premises shall be limited as set forth in Section 12C below. If neither party terminates this Lease in accordance with this Section 12A, Base Rent and Adjustment Rent shall abate with respect to the portion of the Premises which was rendered Untenantable (as hereinafter defined) on a per diem basis from the date of such fire or other casualty until the date Landlord has substantially completed its repair and restoration work of the Premises and Premises Alterations, provided that Tenant does not occupy such part of the Premises for the conduct of its business during the period of rent abatement. Notwithstanding anything in this Section 12 to the contrary, Tenant shall have the right to change the layout and configuration of the Premises, provided, however, (x) Tenant delivers plans for such changes to Landlord a reasonable period prior to the date Landlord is to commence the repair or restoration of the Premises; (y) that any delays to the completion of Landlord's repair or restoration obligations hereunder resulting from such changes shall extend the three hundred sixty-five (365) day period for completion of restoration referenced in Section 12B below on a day-for-day basis, and (z) any such change shall not in any way impact Landlord's ability to collect insurance proceeds or increase the cost of repair or restoration of the Building to Landlord (Tenant hereby acknowledges that it is solely responsible for any such increased costs).

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B. Tenant's Additional Termination Right. If neither party terminates the Lease pursuant to the terms of this Section 12A and the Premises are not repaired or restored within three hundred sixty-five (365) days after date of such fire or other casualty (as the same may be extended pursuant to Section 12A, but not for events of Force Majeure), then Tenant may terminate this Lease, effective as of the date of such fire or other casualty, by written notice to Landlord not later than thirty (30) days after the expiration of said 365-day period, but prior to substantial completion of repair or restoration.

C. Limitation on Restoration. Notwithstanding anything to the contrary contained in this Lease, Landlord shall have no duty pursuant to this Section 12 to repair or restore any Premises Alterations except to the extent proceeds for such repair or restoration are made available to Landlord. If Tenant desires that any other or additional repairs or restoration be made, including, without limitation, a change to the layout or configuration of the Premises as described in Section 12A above, and provided Landlord consents or has consented thereto, the same shall be performed at Tenant's sole expense to the extent the expense thereof exceeds the proceeds of insurance available therefor. If this Lease is terminated pursuant to the provisions of this Section 12, (i) the proceeds for such Premises Alterations which do not become Landlord's property pursuant to the terms of Section 15B shall be paid to Tenant in accordance with the terms of Section 10B(ii); and (ii) the proceeds from the remainder of such insurance on the Premises Alterations shall be paid first to Landlord until such time as Landlord shall have been paid an amount equal to the "Unamortized Contribution" as of the date of which Rent hereunder first abated by reason of such occurrence, and Tenant shall be paid the balance of such proceeds, if any. As used herein, the "**Unamortized Contribution**" shall mean the aggregate of the amounts paid by Landlord with respect to the portion of the Premises being restored as the Landlord's Contribution under the Work Letter and with respect to any Expansion Space under Section 20 hereof, but not in excess of Eighty-Six and 38/100 Dollars ($86.38) per rentable square foot within the Premises, to be computed separately for each space based on monthly straight-line amortization over the period commencing the Commencement Date (in the case of amounts spent by Landlord at the beginning of the Term), and beginning with the applicable Rent Commencement Date in the case of amounts expended in connection with Expansion Space, in each case ending on the last day of the 15th Lease Year. If the Lease is not terminated pursuant to this Section 12, subject to Landlord's lender's approval, Landlord and/or Tenant shall deposit from time to time into a mutually acceptable escrow the proceeds of insurance recovered by Landlord and/or Tenant for all Premises Alterations, which shall be used by Landlord or Tenant, as applicable, for repair and/or restoration of the Premises in accordance with this Section 12, with any excess being retained by Landlord.

D. Untenantability of the Premises. "**Untenantable**" and "**Untenantability**" means that with respect to the Premises, or any portion thereof, the Premises, or any portion thereof, cannot be accessed or used and occupied as intended by Tenant in the normal course of Tenant's business as reasonably determined by Tenant and in compliance with applicable Laws and is in fact not being used by Tenant for the conduct of its business.

13. CONDEMNATION. If the Premises or the Building is rendered Untenantable by reason of a condemnation (or by a deed given in lieu thereof), then either party may terminate this Lease by giving written notice of termination to the other party within thirty (30) days after such condemnation (provided, however, that Landlord may only terminate this Lease if (a) Landlord

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terminates the leases of all similarly situated tenants whose leases can be so terminated and (b) the taking is not a temporary taking), in which event this Lease shall terminate effective as of the date which is the day immediately preceding the date of such condemnation. If this Lease so terminates, Base Rent and Adjustment Rent shall be paid through and apportioned as of such termination date. If such condemnation does not render the Premises or the Building Untenantable, this Lease shall continue in full force and effect and Landlord shall promptly restore the portion thereof not condemned to the extent reasonably possible to the condition existing prior to the condemnation; provided, however, if the condemnation has a material adverse impact on the Building and Landlord fails to substantially restore the Building within two hundred seventy (270) days, Tenant shall have the right to terminate this Lease upon thirty (30) days prior notice to Landlord at any time thereafter but prior to substantial restoration of the Building. In such event, however, Landlord shall not be required to expend an amount in excess of the proceeds received by Landlord from the condemning authority. Landlord reserves all rights to compensation for any condemnation, except that Tenant shall be entitled to any compensation for a temporary taking of the Premises or Tenant's leasehold interest, or a portion thereof, which does not result in a termination of this Lease. Tenant may also separately pursue a claim against the condemning authority (but not Landlord) for the value of the unamortized cost of alterations, additions, improvements or decorations to the Premises paid for by Tenant and the personal property that Tenant is entitled to remove under this Lease (but because of the condemnation is unable to remove such property) and moving and relocation costs incurred as a result of such condemnation.

14. ASSIGNMENT AND SUBLETTING.

A. Landlord's Consent. Except as expressly permitted pursuant to Section 9C above or this Section 14, Tenant, without the prior written consent of Landlord in each instance (which shall be given or refused in accordance with the terms of Section 14B below), shall not (i) assign, transfer, mortgage, pledge, hypothecate or encumber or subject to or permit to exist upon or be subjected to any lien or charge, this Lease or any interest under it, (ii) allow to exist or occur any transfer of or lien upon this Lease or Tenant's interest herein by operation of law, (iii) sublet the Premises or any part thereof or (iv) permit the use or occupancy of the Premises or any part thereof for any purpose not provided for under Section 3 of this Lease or by anyone other than Tenant and Tenant's Affiliates (as hereinafter defined), agents and employees or by Tenant's clients, agents, consultants, advisors, contractors, vendors and other non-employees of Tenant (collectively, "**Vendors**") pursuant to license or sublease agreements ("**Special Subleases**"); provided that the amount of the Premises occupied by such Vendors under Special Subleases does not exceed **76,530** rentable square feet in the aggregate. Any transfer, sublease or use described in the preceding sentence (each, a "**Transfer**") occurring without the prior written consent of Landlord (except as otherwise provided in such preceding sentence) shall be void and of no effect. In no event shall this Lease be assigned or assignable by voluntary or involuntary bankruptcy proceedings or otherwise, and in no event shall this Lease or any rights or privileges hereunder be an asset of Tenant under any bankruptcy, insolvency or reorganization proceedings.

B. Standards for Consent. If Tenant desires the consent of Landlord to a Transfer, Tenant shall submit to Landlord, at least twenty (20) days prior to the proposed effective date of the Transfer, a written notice which includes such information as Landlord may reasonably require about the proposed Transfer and the transferee. Landlord shall not unreasonably

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withhold its consent to any assignment or sublease. Landlord shall not be deemed to have unreasonably withheld its consent to a Transfer which constitutes an assignment of this Lease if, in the reasonable judgment of Landlord: (i) the transferee is of a character or engaged in a business which is not in keeping with the leasing standards or criteria Landlord uses for the Building; (ii) the purpose for which the transferee intends to use the Premises (or portion thereof) is in violation of the terms of this Lease (including, without limitation Section 3 of this Lease relating to permitted and prohibited uses); (iii) Tenant is in Default under this Lease after the expiration of any applicable notice and cure period; (iv) prior to the initial lease-up of the Building to a ninety percent (90%) leased rate, the transferee is an existing or prospective tenant of the Building, or (v) the proposed assignment would result in the violation of any applicable Laws. Landlord shall not be deemed to have unreasonably withheld its consent to a Transfer which constitutes a sublease of the Premises if, in the reasonable judgment of Landlord: (1) the transferee is engaged in a business which is not in keeping with the leasing standards or criteria of comparable class buildings, (2) the purpose for which the intended transferee intends to use the Premises (or portion thereof) is in violation of the terms of this Lease (including, without limitation, Section 3 of this Lease relating to the permitted and prohibited uses), (3) Tenant is in Default under this Lease after the expiration of any applicable notice and cure periods, or (4) prior to the initial lease-up of the Building to a ninety percent (90%) leased rate, the transferee is an existing or prospective tenant of the Building, or (5) the proposed sublease would result in the violation of applicable Law. The foregoing are merely examples of reasons for which Landlord may withhold its consent to an assignment or a sublease (as applicable) and shall not be deemed exclusive of any permitted reasons for reasonably withholding consent. For purposes of this Section 14B, "**prospective tenant**" shall mean any person or entity which has submitted a written request for proposal or been shown space in the Building at any time during the immediately preceding six(6) months.

C. Tenant to Remain Obligated. Consent by Landlord to any Transfer shall not operate to relieve Tenant from any covenant or obligation hereunder except to the extent, if any, expressly provided for in such consent, or to be deemed to be a consent to or relieve Tenant from obtaining Landlord's consent to any subsequent Transfer. Landlord's consent to any Transfer or acceptance of rent from any party other than Tenant shall not release Tenant from any covenant under this Lease. Tenant shall pay to Landlord all reasonable costs, charges and expenses (including reasonable attorneys' fees) incurred by Landlord in connection with any such Transfer requested by Tenant; provided, however, that, so long as (i) Landlord is only asked to give consent to the Transfer and the size of the Premises subject to the Transfer is less than one half (1/2) of a floor, the payment of such costs, charges and expenses shall be limited to $2,500.00 and (ii) Landlord is only asked to give consent to the Transfer and size of the Premises subject to the Transfer is equal to or in excess of one half (1/2) of a floor, but less than the entire Premises, the payment of such costs, charges and expenses shall be limited to $5,000.00. In the event that Tenant or the transferee requests non-disturbance or any other agreement besides consent to the transfer instrument (each, an "**NDA**"), and/or the Transfer is a sublease of the entire Premises, such caps shall not apply (and all reasonable costs, charges and expenses incurred by Landlord in connection with such Transfer shall be paid by Tenant). Landlord shall not unreasonably withhold its consent to a request for an NDA for a Transfer of a portion of the Premises equal to or in excess of one-half (1/2) floor of the Premises in accordance with the terms of Section 14H below, so long as the terms of the applicable Transfer document are at least as beneficial to Landlord as those set forth in the Lease.

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D. Profits. Except as otherwise provided in this Section 14D, Tenant shall pay to Landlord, when and as received by Tenant, after recovery of all of Tenant's reasonable, actual, out-of-pocket costs incurred in connection therewith, an amount equal to fifty percent (50%) of all Transfer Profit (as hereinafter defined). For purposes of the foregoing, "**Transfer Profit**" shall mean all rent paid by such sublessee or assignee in excess of the Rent payable by Tenant under this Lease, less out-of-pocket expenses and costs of Tenant incurred to induce or otherwise related to such subleasing or assignment, including, without limitation, marketing and brokerage costs and commissions, cash inducements, construction and reconstruction costs, construction allowances, rent abatement, rent subsidies, lease assumption costs, moving allowances and furniture, fixtures and equipment allowances (but excluding any legal fees). In addition to the foregoing expenses, in the event that Tenant expended, in connection with the Tenant Work (as defined in the Work Letter), an amount in excess of Seventy-Eight and No/100 Dollars ($78.00) per rentable square foot in the original Premises, the excess shall be amortized over 180 months, together with interest at the rate of 8% per annum in level amortization, and such amortization amounts shall be deemed additional expenses which Tenant shall be entitled to recover prior to the computation of any Transfer Profit. Notwithstanding the foregoing, with respect to Special Subleases or subleases to Affiliates and Permitted Assignments, if Tenant or a trustee in bankruptcy for Tenant pursuant to the Bankruptcy Code, sublets the Premises, or any part thereof, or assigns this Lease at a rental or for other consideration in excess of the Rent or pro rata portion thereof due and payable by Tenant under this Lease, then Tenant shall have the right to retain all such excess rent or other monetary consideration.

E. Assignee to Assume Obligations. If Tenant assigns this Lease as permitted herein, including pursuant to a transfer permitted under Section 14F below, the assignee shall expressly assume all of the prospective obligations of Tenant hereunder in a written instrument reasonably satisfactory to Landlord and furnished to Landlord not later than ten (10) days prior to the effective date of the assignment. If Tenant subleases the Premises as permitted herein, including, pursuant to a transfer permitted under Section 14F below, Tenant shall obtain and furnish to Landlord, not later than ten (10) days prior to the effective date of such sublease and in form reasonably satisfactory to Landlord, the written agreement of such subtenant to the effect that the subtenant, at Landlord's option and written request, will attorn to Landlord in the event this Lease terminates before the expiration of the sublease. Landlord's consent to the applicable assignment or sublease document shall discharge Tenant's obligations under this Section 14E pertaining to the assignee assuming the obligations of Tenant and/or the subtenant attorning to Landlord.

F. Permitted Transfers. Notwithstanding anything to the contrary herein contained, but subject to Section 14G below, Landlord's consent shall not be required with respect to any sublease to any Affiliate of Tenant or the sublease of not more than two (2) full floors in the aggregate to one or more persons or entities (excluding Vendors (whose rights are covered in Section 14A above)) (each, a "**Permitted Sublease**"). Landlord and Tenant further agree that Landlord's consent shall not be required with respect to an assignment of this Lease or a subletting of the Premises to any Affiliate or any corporation or other entity into which Tenant may be merged, sold or consolidated or succeeding to the assets of Tenant (a "**Permitted Assignment**"). Tenant acknowledges and agrees that no Permitted Sublease or Permitted Assignment shall operate to relieve Tenant from any covenant or obligation under this Lease.

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"**Affiliate**" shall mean a person or entity which shall (i) Control, (ii) be under the Control of, or (iii) be under common Control with the person in question.

"**Control**" shall mean the ownership of fifty percent (50%) or more of the outstanding voting stock of a corporation or other majority equity and controlling interest if not a corporation or the possession of power to direct or cause the direction of the management and policy of such entity, whether through the ownership of voting securities, by statute or according to the provisions of a contract.

G. Recapture. In the event that Tenant intends to enter into a Permitted Sublease with any party except an Affiliate, Tenant shall provide written notice of such intent to Landlord, which notice shall designate the configuration and amount of space Tenant intends to sublease. In each event Landlord shall have the right, by delivering written notice to Tenant (the "**Recapture Notice**"), to recapture the portion of the Premises described in Tenant's notice effective as of the date which is sixty (60) days after the date of the Recapture Notice. In the event Landlord does not deliver the Recapture Notice within twenty (20) days after receipt of Tenant's request, Tenant may proceed with the Permitted Sublease (subject to the terms of Section 14D above). Notwithstanding the foregoing, the aforementioned recapture process shall not apply to the Special Subleases or Affiliate Subleases, or for any subleased space of two floors or more, or space subleased for a term less than 90% of the remaining Term (excluding any unexercised Extension Terms). In the event that Landlord recaptures a portion of the Premises consisting of less than one full floor, Landlord shall pay the cost of creating demising walls and related costs of demising between such space and the remainder of the Premises on such floor.

H. Non-Disturbance. If Tenant so requests in connection with a sublease which is authorized or consented to hereunder, Landlord will enter into an agreement pursuant to which Landlord agrees not to disturb the quiet enjoyment of the subtenant notwithstanding a termination of this Lease or Tenant's possessory rights hereunder so long as the subtenant complies with its obligations under the sublease, provided that:

(i) The subleased premises consist of at least fifty percent (50%) of the rentable area of the floor on which it is located;

(ii) If the subleased premises is less than two full floors, the subtenant will agree that Landlord shall have the right to relocate such subleased premises in the Building to comparable space so long as Landlord pays the costs associated with such relocation;

(iii) The economic terms of the sublease, including the rent payable thereunder, are at least as favorable to Landlord as the terms of this Lease, to the extent applicable to the portion of the Premises being subleased, or, in the event they are not,(x) Tenant agrees to make payments to Landlord which will compensate Landlord for the amount by which such terms are less favorable to Landlord and deposits security (in the form of cash, marketable securities or letter of credit, which may be on a declining basis to reflect the reduced exposure of the Landlord as Tenant makes such payments) reasonably satisfactory to Landlord to secure such obligation, or (y) if Tenant fails to so agree and deposit, the subtenant agrees that the terms of the

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sublease will be deemed amended at the subtenant's written election so as to eliminate the differential in such economic terms as a condition of such non-disturbance; and

(iv) Landlord is reasonably satisfied that the credit standing of the proposed subtenant is consistent with the underwriting standards of Landlord for making credit determinations of prospective tenants of the Building at the time of the proposed sublease.

15. SURRENDER.

A. Surrender. At the termination of this Lease by lapse of time or otherwise or upon termination of Tenant's right of possession without termination of this Lease, Tenant shall surrender possession of the Premises to Landlord and deliver all keys, combinations or digital codes to the Premises to Landlord and make known to Landlord the combination of all locks of vaults then remaining in the Premises, and, subject to the following paragraph, shall return to Landlord the Premises and all equipment and fixtures of Landlord therein that are not within Landlord's maintenance obligation in as good condition as when Tenant originally took possession, ordinary wear and tear, condemnation, alterations approved by Landlord, Permitted Alterations, loss or damage caused by Landlord or Landlord Parties or by fire or other casualty excepted, failing which Landlord may restore the Premises and such equipment and fixtures to such condition and Tenant shall pay the reasonable cost thereof to Landlord on demand.

B. Installations and Additions. All installations, alterations, additions, partitions, hardware, light fixtures, non-trade fixtures and improvements, whether temporary or permanent, except furniture, equipment and trade fixtures belonging to Tenant, in or upon the Premises, whether made pursuant to Section 9 or otherwise, shall be Landlord's property and, upon termination of this Lease by lapse of time or otherwise, or of Tenant's right of possession without termination of this Lease, shall remain upon the Premises, all without compensation, allowance or credit to Tenant; provided, however, that Landlord shall have the right to require Tenant, at Tenant's sole cost and expense, to remove any installations, alterations and improvements (excluding electrical and other cable) made without the consent of Landlord (except Permitted Alterations) and repair any damage to the Premises caused by such removal, failing which Landlord may remove the same and repair the Premises and Tenant shall pay the reasonable cost thereof to Landlord on demand.

C. Trade Fixtures and Personal Property. Tenant shall also remove Tenant's furniture, machinery, safes, trade fixtures and other items of movable personal property of every kind and description (other than electrical and other cable) from the Premises and repair any damage to the Premises caused thereby, such removal and restoration to be performed prior to the end of the Term or Tenant's right of possession, whichever is earlier. If Tenant does not remove such items (excluding client files or client proprietary items, whether electronic, paper or other media (collectively the "**Client Files**")), Tenant shall be conclusively presumed to have conveyed the same to Landlord without further payment or credit by Landlord to Tenant; or at Landlord's sole option, such items shall be deemed abandoned, in which event Landlord may cause such items to be removed and stored or disposed of at Tenant's expense, without notice to Tenant and without obligation to compensate Tenant; provided, however, if Tenant fails to remove the Client Files within five (5) business days after notice from Landlord, Landlord may remove and store the Client Files. In such event, so long as Client Files are located in the

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Premises, Landlord will allow Tenant reasonable access to the Premises to remove the Client Files during normal business hours so long as Tenant is accompanied by a representative of Landlord.

16. TENANT DEFAULTS AND LANDLORD REMEDIES.

A. Default. The occurrence of any of the following shall constitute a default (a "**Default**") by Tenant under this Lease: (i) Tenant fails to pay any Rent when due and such failure is not cured within five (5) business days after receipt of written notice from Landlord to Tenant that such Rent is past due; (ii) Tenant fails to timely execute and deliver or respond to any instrument, certificate or agreement required under Section 21 of this Lease and such failure is not cured within ten (10) business days after receipt of Landlord's subsequent written request therefor; (iii) Tenant fails to observe or perform any of the covenants in respect of a Transfer and such failure continues for ten (10) business days after notice thereof from Landlord to Tenant; (iv) Tenant fails to perform any other provision of this Lease and such failure is not cured within thirty (30) days after written notice thereof is given to Tenant (or immediately if the failure involves a hazardous or dangerous condition and Landlord's notice so states), provided that if such failure cannot reasonably be cured within said period, the time for cure shall be extended for the time reasonably necessary to effect such cure and Tenant promptly commences and diligently pursues such cure to completion; (v) the leasehold interest of Tenant is levied upon or attached under process of law and such action is not released or suspended within thirty (30) days after the levy or attachment; (vi) Tenant dissolves other than in connection with Permitted Assignments; (vii) Tenant becomes insolvent or bankrupt or admits in writing its inability to pay its debts as they mature, or makes an assignment for the benefit of creditors, or applies for or consents to the appointment of a trustee or receiver for Tenant or for the major part of its property; (viii) a trustee or receiver is appointed for Tenant or for the major part of its property and is not discharged or stayed within ninety (90) days after such appointment; or (ix) any voluntary or involuntary proceedings are filed by or against Tenant or any guarantor of this Lease under any bankruptcy, insolvency or similar Laws and, in the case of any involuntary proceedings, are not dismissed or stayed within ninety (90) days after filing. The foregoing notice provisions shall be in lieu of, and not in addition to, any notice requirements provided by Law, except to the extent prohibited by Law.

B. Rights and Remedies of Landlord. Upon the occurrence of any Default, Landlord may, with or without notice or demand of any kind to Tenant or any other person, have any one or more of the following described remedies in addition to all other rights and remedies provided at law or in equity or otherwise or elsewhere herein:

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

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

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(iii) Landlord may enforce the provisions of this Lease and may enforce and protect the rights of Landlord hereunder by a suit or suits in equity or at law for the specific performance of any covenant or agreement contained herein; and for the enforcement of any other appropriate legal or equitable remedy, including without limitation: (a) injunctive relief, (b) recovery of all monies due or to become due from Tenant under any of the provisions of this Lease, and (c) any other damage (excluding consequential, indirect and punitive damages) incurred by Landlord by reason of Tenant's Default under this Lease. For purposes hereof, damages arising out of (x) Landlord's loss of a tenant or default of Landlord caused by Tenant's holding over for a period in excess of one hundred twenty (120) days, and (y) Landlord's default or failure of a condition under a financing commitment by reason of Tenant's wrongful failure to deliver an estoppel letter for any reason other than a *bona fide* disagreement as to a factual or legal issue required to be set forth therein within the time periods required under Sections 16A and 21C of this Lease, shall not be considered consequential or indirect damages, either for purposes of this Section 16B or for purposes of Section 18 below.

If Landlord exercises any of the remedies provided for in Section 16B(i) or (ii) above, Tenant shall surrender possession of and vacate the Premises and immediately deliver possession thereof to Landlord in the condition required by Section 15 above, and Landlord may re-enter and take complete and peaceful possession of the Premises with or without process of law, full and complete license to do so being hereby granted to Landlord, and Landlord may remove all occupants and property therefrom (excluding Client Files, which may only be removed by Landlord in accordance with Section 15C), using such force as may be necessary, without being deemed guilty in any manner of trespass, eviction or forcible entry and detainer and without relinquishing Landlord's right to Rent (except under Section 16B(i) above) or any other right given to Landlord hereunder or by operation of law.

C. Current Damages. If Landlord terminates the right of Tenant to possession of the Premises without terminating this Lease as provided in Section 16B(ii) above, such termination of possession shall not release Tenant, in whole or in part, from Tenant's obligation to pay Base Rent, Adjustment Rent and other amounts due and owing under this Lease for the full Term. Landlord shall have the right from time to time, to recover from Tenant, and Tenant shall remain liable for all Base Rent, Adjustment Rent and other amounts due and owing under this Lease not theretofore paid pursuant to the foregoing sentence and any other sums thereafter accruing as they become due under this Lease during the period from the date of such notice of termination of possession through the Expiration Date. Landlord shall use commercially reasonable efforts to relet the Premises or any part thereof for the account of Tenant for such rent, for such time (which may be for a term extending beyond the Term of this Lease, provided that under no circumstances shall Landlord be required or obligated to lease any portion of the Premises for a period of time extending beyond the Expiration Date or to relet or attempt to relet the Premises on a priority basis over other unleased or unoccupied space in the Building, it being agreed that Landlord may first lease any other vacant space in the Building prior to re-leasing the Premises) and upon such terms as Landlord in Landlord's reasonable discretion shall determine. Also, in any such case, Landlord may change the locks or other entry devices of the Premises and make reasonable repairs, alterations and additions in or to the Premises and redecorate the same to the extent deemed by Landlord necessary or desirable, and Landlord may (but shall have no obligation to) store any property not removed by Tenant from the Premises which was to be removed by Tenant pursuant to the terms of this Lease or (excluding Client Files which may only

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be removed by Landlord in accordance with Section 15C) to dispose of such property, at the sole cost and expense of Tenant, and Tenant shall upon written demand pay the cost of any and all of the foregoing items, together with Landlord's reasonable expenses of reletting, including, without limitation, brokerage commissions payable to Landlord or Landlord's managing agent or to others, provided the Landlord's expenses of reletting shall not include leasing commissions computed with respect to periods after the Expiration Date or costs which would be amortized during periods after the Expiration Date which shall not exceed the net present value of the residual Rent. Tenant agrees to use commercially reasonable efforts to cooperate with Landlord in showing the Premises for reletting. Landlord may collect the rents from any such reletting and apply the same, except to the extent relating to or amortizable over the period after the Expiration Date, first to the payment of the expenses of reentry, redecoration, repair and alterations and the expenses of reletting (to the extent that Tenant has not previously reimbursed Landlord for such amounts), and second to the payment of Base Rent and Adjustment Rent payable by Tenant hereunder. Any excess or residual rent from such reletting shall operate only, first, as an offsetting credit against the amount of Base Rent, Adjustment Rent and other amounts then due and owing under this Lease by Tenant, and second as an offsetting credit against Rent thereafter to become due and payable hereunder, but the use of such offsetting credit to reduce the amount of Base Rent, Adjustment Rent or other amounts due Landlord and reimbursement, if any, shall not be deemed to give Tenant any right, title or interest in or to such excess or residual and any such excess or residual shall belong to Landlord solely, provided that any such excess shall be credited against any future obligations of Tenant which Landlord would otherwise be entitled to recover from Tenant hereunder. No such reentry, repossession, repairs, alterations, additions or reletting shall be construed, as an eviction or ouster of Tenant or as an election on Landlord's part to terminate this Lease, unless a written notice of such intention is given to Tenant by Landlord, nor in any event shall the foregoing operate to release Tenant in whole or in part from any of Tenant's obligations hereunder and Landlord, at any time and from time to time, may sue and recover judgment for any deficiencies from time to time remaining after the application from time to time of the proceeds of any such reletting, if any.

D. Final Damages. If this Lease is terminated by Landlord pursuant to Section 16B(i), Landlord shall be entitled to recover from Tenant all Rent accrued and unpaid for the period up to and including such termination date, as well as all other additional sums payable by Tenant, or for which Tenant is liable or for which Tenant has agreed to indemnify Landlord under any of the provisions of this Lease, which may be then owing and unpaid, and all costs and expenses, including court costs and attorneys' fees incurred by Landlord in the enforcement of its rights and remedies hereunder, and, in addition, Landlord shall be entitled to recover as damages for loss of the bargain and not as a penalty the excess, if any, of the present value of the aggregate rents which would have been payable after the termination date had this Lease not been terminated to, including, without limitation, Base Rent at the annual rate or respective annual rates for the remainder of the Term and the amount reasonably projected by Landlord to represent Adjustment Rent for the remainder of the Term pursuant to Section 2 of this Lease, over the then present value of the then aggregate fair rental value of the Premises for the balance of the Term, such present worth to be computed in each case on the basis of an eight percent (8%) per annum discount rate from the respective dates upon which such rentals would have been payable hereunder had this Lease not been terminated, and any damages (excluding consequential, indirect or punitive damages) in addition thereto, including reasonable attorneys'

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fees and court costs, which Landlord sustains as a result of the breach of any of the covenants of this Lease other than for the payment of Rent.

E. Removal of Personal Property. All property of Tenant removed from the Premises by Landlord pursuant to any provision of this Lease or applicable Law may be handled, removed or stored by Landlord at the cost and expense of Tenant, and Landlord shall not be responsible in any event for the value, preservation or safekeeping thereof (excluding Client Files, which may only be removed by Landlord in accordance with Section 15C). Tenant shall pay Landlord for all expenses incurred by Landlord with respect to such removal and storage so long as the same shall be in Landlord's possession or under Landlord's control. All such property (excluding Client Files, which may only be removed by Landlord in accordance with Section 15C) not removed from the Premises or retaken from storage by Tenant within thirty (30) days after the end of the Term, however terminated, at Landlord's option, shall be conclusively deemed to have been conveyed by Tenant to Landlord as by bill of sale without further payment or credit by Landlord to Tenant.

F. Mitigation; Cumulative Remedies. Notwithstanding anything herein to the contrary, Landlord shall use commercially reasonable efforts to mitigate its damages under this Lease. All rights and remedies of both parties under this Lease shall be cumulative and none shall exclude any other rights and remedies allowed by law or equity, except to the extent expressly provided otherwise in this Lease.

G. Late Payments.

(i) All payments becoming due from Tenant to Landlord under this Lease and remaining unpaid as and when due shall bear interest until paid at the Interest Rate, and from and after written notice from Landlord to Tenant that such payments are due and payable and after the expiration of any grace period provided for herein, at the Default Rate.

(ii) The provisions of this Section 16 shall in no way relieve Tenant of the obligation to pay Base Rent, Adjustment Rent or other amounts due and owing by Tenant under this Lease on or before the date on which they are due, nor shall the collection by Landlord of any amount under this Section 16 impair (a) the ability of Landlord to collect any other amount charged under this Section 16 or (b) Landlord's remedies set forth in this Section 16.

17. LANDLORD DEFAULTS AND TENANT REMEDIES.

A. Default by Landlord; Tenant Remedies. In the event of any default under this Lease by Landlord, Landlord shall have thirty (30) days after written notice from Tenant of such default to cure such default, unless such default shall be of a nature that it cannot reasonably be cured within such thirty (30) day period, in which event Landlord shall have a reasonable period of time to cure such default provided that Landlord commences to cure such default within such thirty (30) day period and shall thereafter diligently prosecute such cure to completion. If Landlord fails to cure any default within the cure period specified above, Tenant shall have its rights and remedies permitted at law or in equity.

B. Offset Rights.

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(i) Tenant shall have the right to offset against Base Rent hereunder and no other Rent under this Lease (unless the amount of such offset exceeds six (6) months of Base Rent in which event Tenant shall have the right to offset against all Rent hereunder) the amount of any final (nonappealable) judgment or arbitration award (if the parties elect to resolve such dispute by arbitration) in favor of Tenant for amounts that Landlord is obligated to pay Tenant pursuant to Sections 5, 8, or 33 of this Lease or Paragraph 2 of the Work Letter, or as otherwise provided in this Lease or the Work Letter, or as otherwise ordered or decreed by judicial order, to the extent not fully paid by Landlord within thirty (30) days of the date such final judgment or award was entered, together with interest at the Interest Rate from the due date thereof and interest at the Default Rate from the date that such judgment or arbitration award is entered, or the payment obligation of Landlord arises, as the case may be.

(ii) Notwithstanding anything in Section 17B(i) to the contrary, Tenant shall have the right to offset against Rent an amount equal to the sum of all payments by Tenant that pursuant to this Lease are the obligations of Landlord with respect to pre-occupancy costs such as payment of the Landlord Contribution (as defined in the Work Letter) or in the performance of Landlord's Work, plus interest at the Default Rate from the date of such Tenant payment to the date such offset is applied, provided, however, that such right shall not be exercisable until after notice from Tenant to Landlord of a Landlord default in the payment when due of Landlord's Contribution or in the performance of Landlord's Work.

(iii) Except for the offset rights set forth in this Subsection 17B permitting Tenant to credit against Rent amounts owed by Landlord to Tenant as specifically provided thereunder, or as otherwise provided in this Lease or the Work Letter, or as otherwise ordered or decreed by judicial order, Tenant may not offset against Rent any sums owed by Landlord to Tenant. This clause (iii) shall not prohibit attaching or levying upon Rent by Tenant in the course of executing any judgment in favor of Tenant against Landlord.

C. Rights Cumulative. Tenant's self-help rights and other rights and remedies set forth in this Lease may be exercised at the option of Tenant and are expressly intended as alternatives to, and not a substitute for, Tenant's rights and remedies at law or in equity or as set forth in this Section 17.

18. HOLDING OVER. If Tenant retains possession of the Premises or portions thereof (the "**Holdover Premises**") after the expiration or earlier termination of the Term or Tenant's right to possession of the Premises, Tenant shall pay (x) Base Rent for the Holdover Premises (i) during the first three (3) months of such holding over at one hundred twenty-five percent (125%) of the rate in effect immediately preceding such holding over computed on a monthly basis for each such month or partial month that Tenant remains in possession of the Holdover Premises; and (ii) after the first three (3) months of such holding over, at one hundred seventy-five percent (175%) of the rate in effect immediately preceding such holding over computed on a monthly basis for each month or partial month Tenant remains in possession of the Holdover Premises and (y) Adjustment Rent for the Premises or such portion thereof during such holding over at one hundred percent (100%) of the rate in effect immediately preceding such holding over computed on a monthly basis for each such month or partial month that Tenant remains in possession of the Holdover Premises (the "**Holdover Rent**"). Such holding over by Tenant, and Landlord's collection of any Rent therefor, shall not serve as permission for Tenant's continued occupancy

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of the Holdover Premises nor serve to extend the Term, unless required by Landlord as set forth below. Tenant shall also indemnify, defend and hold Landlord harmless from and against all direct damages sustained by reason of Tenant's holding over unless Tenant's holdover (not to exceed thirty (30) days) was caused by an event of Force Majeure. Except as expressly provided in Section 16B(iii) above, in no event shall Tenant be liable to Landlord for consequential, indirect or punitive damages. The provisions of this Section 17 shall not be deemed to be a waiver of Landlord's right of re-entry or right to regain possession by actions at law or in equity or any other rights under this Lease, and any receipt of payment of Holdover Rent by Landlord shall not be deemed a consent by Landlord to Tenant's remaining in possession or be construed as creating or renewing any lease term or right of tenancy except as elected by Landlord as set forth above.

19. CONTRACTION OPTIONS.

A. Effective as of the last day of the eighth (8th) Lease Year (the "**First Contraction Date**"), subject to the terms of this Section 19A, Tenant shall have the right to contract the Premises (the "**First Contraction Right**") by returning to Landlord either one full floor or two full floors at the bottom of the Attorney Premises or, in Tenant's sole discretion, one or two floors at the bottom of the Administrative Premises (the "**Potential Contraction Space**"); provided, however, if Tenant leases only a portion of a floor constituting Potential Contraction Space or if Tenant leases a full floor but pays to Landlord all reasonable out-of-pocket costs incurred by Landlord to separately demise a portion of such floor from the remainder of the Premises, such partial floor shall be considered a full floor for purposes of this Section 19. In order to exercise the First Contraction Right, Tenant shall (1) deliver written notice to Landlord at least twelve (12) months prior to the First Contraction Date (the "**First Notice Date**"), which notice shall describe the portion of the Potential Contraction Space as to which the Lease is to be terminated (the "**First Contraction Space**"), and (2) pay the Contraction Fee (as hereinafter defined) to Landlord as follows: twenty percent (20%) on the First Notice Date, thirty percent (30%) on the date which is six (6) months after the First Notice Date, and the remainder thirty (30) days prior to the First Contraction Date. From and after the First Contraction Date, if Tenant elects to reduce the Premises under this Section 19A, the Premises shall mean the Premises less the First Contraction Space for all purposes hereunder and Tenant shall surrender to Landlord the First Contraction Space on the First Contraction Date in the condition required under Section 15 below.

B. Effective as of the last day of the eleventh (11th) Lease Year (the "**Second Contraction Date**" and, together with the First Contraction Date, a "**Contraction Date**"), subject to the terms of this Section 19B, if the First Contraction Space consisted of a single floor or less, Tenant shall have the right to contract the Premises (the "**Second Contraction Right**" and, together with the First Contraction Right, a "**Contraction Right**") by returning to Landlord the remaining full floor or floors (as applicable) of the Potential Contraction Space (the "**Potential Second Contraction Space**"); provided, however, if Tenant leases only a portion of a floor constituting Potential Second Contraction Space, or if Tenant leases a full floor but pays to Landlord all reasonable out-of-pocket costs incurred by Landlord to separately demise a portion of such floor from the remainder of the Premises, such partial floor shall be considered a full floor for purposes of this Section 19. In order to exercise the Second Contraction Right, Tenant shall (1) deliver written notice to Landlord at least twelve (12) months prior to the Second

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Contraction Date (the "**Second Notice Date**"), which notice shall describe the Potential Second Contraction Space as to which the Lease is to be terminated (the "**Second Contraction Space**" and together with the First Contraction Space, the "**Contraction Space**") and (2) pay the Contraction Fee to Landlord as follows: twenty percent (20%) on the Second Notice Date, thirty percent (30%) on the date which is six (6) months after the Second Notice Date and the remainder thirty (30) days prior to the Second Contraction Date. From and after the Second Contraction Date, if Tenant elects to reduce the Premises under this Section 19B, the Premises shall mean the Premises less the Second Contraction Space for all purposes hereunder and Tenant shall surrender to Landlord the Second Contraction Space on the Second Contraction Date in the condition required under Section 15 below.

C. The "**Contraction Fee**" applicable to either Contraction Right shall be determined as follows:

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

"**Up-Front Costs**" means broker fees on account of this Lease paid by Landlord and the Landlord Contribution to Tenant's initial improvements under the Work Letter.

"**Contraction Space Costs**" means with respect to any space being deleted by reason of a Contraction Right, the Up-Front Costs multiplied by a fraction, the numerator of which is the rentable square footage of such space and the denominator of which is the rentable square footage of the Premises originally demised under this Lease.

"**Unamortized Contraction Costs**" means, as of a Contraction Date, the unamortized Contraction Space Costs for the space being deleted by reason of a Contraction Right, amortized monthly on a straight-line basis over the period commencing on the Commencement Date (or with respect to an Expansion Space, the Expansion Commencement Date (as hereinafter defined) applicable thereto) and ending the last day of the original Term of this Lease.

"**Remaining Term**" means, with respect to a Contraction Date, the period commencing after such Contraction Date and ending at the end of the Original Term.

(ii) With respect to each of the First Contraction Right or the Second Contraction Right, the applicable Contraction Fee shall be an amount equal to the aggregate of the following:

1. Six (6) months' Base Rent and Adjustment Rent applicable to the Contraction Space being deleted from the Premises as of the applicable Contraction Date; plus

2. The Unamortized Contraction Costs as of Contraction Date for which the determination is being made.

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20. RIGHT TO EXPAND; RIGHT OF FIRST OFFER; RIGHT OF FIRST REFUSAL.

A. Fifth Year Expansion Option.

(i) Provided that on the date Tenant exercises the Fifth Year Expansion Option (as hereinafter defined), no Default in connection with the payment of Base Rent and/or Adjustment Rent has occurred and is continuing, Tenant shall have the option (the "**Fifth Year Expansion Option**" and, together with the other options set forth in this Section, an "**Expansion Option**"), exercisable by written notice given to Landlord as herein provided (the "**Fifth Year Expansion Notice**"), to lease, for a term commencing on April 1, 2015 (the "**Fifth Year Expansion Commencement Date**") (subject to adjustment pursuant to the terms of Section 20A(iii)), all of Floor 33 of the Building as depicted on Exhibit A-9 (the "**Fifth Year Expansion Space**" and, together with the other areas of the Building subject to the Tenant's options as contained in this Section 20, an "**Expansion Space**"). Tenant's notice exercising its option under this Section 20A shall be given not less than twelve (12) months nor more than eighteen (18) months prior to the Fifth Year Expansion Commencement Date.

(ii) Landlord may lease the Fifth Year Expansion Space from time to time to third parties so long as such space is scheduled to be available to be leased to Tenant prior to the Fifth Year Expansion Commencement Date in accordance with this Section 20A (any such lease, a "**Fifth Year Prior Expansion Lease**"). Promptly after entering into a Fifth Year Prior Expansion Lease, Landlord shall give Tenant written notice thereof, identifying the lessee thereunder and the commencement and expiration dates thereof and any renewal or termination period.

(iii) Subject to the terms and conditions of this Section 20A, Landlord shall deliver the Fifth Year Expansion Space to Tenant on the Fifth Year Expansion Commencement Date, subject to delays caused by Tenant, a Holdover Delay (as hereinafter defined) and up to an aggregate ten (10) business days of delay caused by events of Force Majeure. The date of actual delivery of the Fifth Year Expansion Space and any other Expansion Space referred to in this Section 20 is hereinafter referred to as the "**Expansion Delivery Date**". In the event that Landlord fails to deliver the Fifth Year Expansion Space to Tenant by the Fifth Year Expansion Commencement Date for any reason, except for a delay caused by Tenant or a Holdover Delay, the Fifth Year Rent Commencement Date (as hereinafter defined) shall be extended by two (2) days for each day between and including April 1, 2015 and the actual date the Fifth Year Expansion Space is delivered to Tenant. A delay due to a holdover on the part of a tenant under a Fifth Year Prior Expansion Lease shall be referred to herein as a "**Holdover Delay**". Promptly upon the termination of any other tenant's, lessee's or occupant's right to possession of the Fifth Year Expansion Space, including, without limitation, a tenant holding over under a Fifth Year Prior Expansion Lease, Landlord shall commence and thereafter diligently prosecute such judicial proceedings to regain possession of such Fifth Year Expansion Space, to grant Tenant access thereto for its work and to deliver possession thereof to Tenant as required hereby as soon as practicable. With respect to a Holdover Delay, the Fifth Year Rent Commencement Date shall be extended by one (1) day for each day between and including April 1, 2015 and the actual date the Fifth Year Expansion Space is delivered to Tenant. With respect to any delay caused by Tenant, there shall be no deferral of the Fifth Year Expansion Rent Commencement Date.

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(iv) Subject to the terms of Section 20A(iii) above, Tenant shall commence paying Rent for the Fifth Year Expansion Space on August 1, 2015 (the "**Fifth Year Rent Commencement Date**"). Except as otherwise provided herein, Tenant shall lease the Fifth Year Expansion Space on the same terms and conditions as are contained in this Lease, including, without limitation, the Work Letter, except that (1) Base Rent for the Fifth Year Expansion Space shall be at the rate per square foot being charged at all times for the Attorney Premises originally leased pursuant to this Lease, as the same may increase pursuant to the terms hereof, and (2) Landlord shall provide Tenant with a tenant improvement allowance for the Fifth Year Expansion Space in the aggregate amount of Fifty Two and No/100 Dollars ($52.00) per rentable square foot within the Fifth Year Expansion Space. The term of this Lease with respect to the Fifth Year Expansion Space shall be coterminous with the Term of this Lease. Tenant shall have the right to construct tenant improvements in the Fifth Year Expansion Space in accordance with the terms of this Lease (including the Work Letter). Promptly following Tenant's exercise of any option to lease Fifth Year Expansion Space and agreement as to the Expansion Market Rent for the Fifth Year Expansion Space, Landlord shall prepare an amendment to this Lease, in a form reasonably satisfactory to Landlord and Tenant, to reflect changes in the size of the Premises, Base Rent for the Fifth Year Expansion Space, Tenant's Proportionate Share and any other mutually agreed upon terms, due to the addition of the Fifth Year Expansion Space, and the parties shall promptly execute and deliver such amendment.

(v) Except as otherwise set forth in this Section 20A(v), the Fifth Year Expansion Option shall not be transferable or assignable to any person or entity to which this Lease is assigned or to any sublessee or to any person or entity that takes possession of the Premises (or any portion thereof) pursuant to any other Transfer. Notwithstanding the foregoing, no Permitted Assignment, Permitted Sublease, sublease of the Premises consented to by Landlord or Consent Assignment shall void the Fifth Year Expansion Option and the Fifth Year Expansion Option shall be transferable in connection with a Permitted Agreement.

B. Eighth Year Expansion Option.

(i) Provided that on the date Tenant exercises the Eighth Year Expansion Option (as hereinafter defined), no Default in connection with the payment of Base Rent and/or Adjustment Rent has occurred and is continuing, Tenant shall have the option (the "**Eighth Year Expansion Option**"), exercisable by written notice given to Landlord as herein provided (the "**Eighth Year Expansion Notice**"), to lease, for a term commencing on or about April 1, 2018 (the "**Eighth Year Expansion Commencement Date**") (subject to adjustment pursuant to the terms of Section 20B(ii)), (a) all of Floor 32 of the Building as depicted on Exhibit A-9 (or higher available full floor) and/or (b) all or a portion of Floor 29 of the Building as depicted on Exhibit A-9 (the "**Potential Eighth Year Expansion Space**"). Tenant's notice exercising its option under this Section 20B shall be given not less than twelve (12) months prior to the Eighth Year Expansion Commencement Date and shall specify which portions of the Potential Eighth Year Expansion Space Tenant desire to lease (the Potential Eighth Year Expansion Space identified in such notice shall be referred to herein as the "**Eighth Year Expansion Space**").

(ii) Landlord may lease the Eighth Year Prior Expansion Space from time to time to third parties so long as such space is scheduled to be available to be leased to Tenant prior to the Eighth Year Expansion Commencement Date in accordance with this Section 20B

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(any such lease, a "**Eighth Year Prior Expansion Lease**"). Promptly after entering into a Eighth Year Prior Expansion Lease, Landlord shall give Tenant written notice thereof, identifying the lessee thereunder and the commencement and expiration dates thereof and any renewal or termination period.

(iii) Subject to the terms and conditions of this Section 20B, Landlord shall deliver the Eighth Year Expansion Space to Tenant on the Eighth Year Expansion Commencement Date, subject to delays caused by Tenant, a Holdover Delay and up to an aggregate ten (10) business days of delay caused by events of Force Majeure. In the event that Landlord fails to deliver the Eighth Year Expansion Space to Tenant by the Eighth Year Expansion Commencement Date for any reason, except for a delay caused by Tenant or a Holdover Delay, the Eighth Year Rent Commencement Date (as hereinafter defined) shall be extended by two (2) days for each day between and including April, 2018 and the actual date the Eighth Year Expansion Space is delivered to Tenant. Promptly upon the termination of any other tenant's, lessee's or occupant's right to possession of the Eighth Year Expansion Space, including, without limitation, a tenant holding over under a Eighth Year Prior Expansion Lease, Landlord shall commence and thereafter diligently prosecute such judicial proceedings to regain possession of such Eighth Year Expansion Space, to grant Tenant access thereto for its work and to deliver possession thereof to Tenant as required hereby as soon as practicable. With respect to a Holdover Delay, the Eighth Year Rent Commencement Date shall be extended by one (1) day for each day between and including April 1, 2018 and the actual date the Eighth Year Expansion Space is delivered to Tenant. With respect to any delay caused by Tenant, there shall be no deferral of the Eighth Year Rent Commencement Date.

(iv) Subject to the terms of Section 20B(iii) above, Tenant shall commence paying Rent for the Eighth Year Expansion Space on August 1, 2018 (the "**Eighth Year Rent Commencement Date**"). Except as otherwise provided herein, Tenant shall lease the Eighth Year Expansion Space on the same terms and conditions as are contained in this Lease, including, without limitation, the Work Letter except that (1) Base Rent for the Eighth Year Expansion Space shall be the Expansion Market Rent applicable as of the Eighth Year Expansion Commencement Date, and (2) Landlord shall have no obligation to provide Tenant with a tenant improvement allowance for the Eighth Year Expansion Space except to the extent such an allowance is part of the Expansion Market Rent determined in accordance with Section 20F(ii) below. The term of this Lease with respect to the Eighth Year Expansion Space shall be coterminous with the Term of this Lease. Tenant shall have the right to construct tenant improvements in the Eighth Year Expansion Space in accordance with the terms of this Lease (including the Work Letter). Promptly following Tenant's exercise of any option to lease Eighth Year Expansion Space and agreement as to the Expansion Market Rent for the Eighth Year Expansion Space, Landlord shall prepare an amendment to this Lease, in a form reasonably satisfactory to Landlord and Tenant, to reflect changes in the size of the Premises, Base Rent for the Eighth Year Expansion Space, Tenant's Proportionate Share and any other mutually agreed upon terms, due to the addition of the Eighth Year Expansion Space, and the parties shall promptly execute and deliver such amendment.

(v) Except as otherwise set forth in this Section 20B(v), the Eighth Year Expansion Option shall not be transferable or assignable to any person or entity to which this Lease is assigned or to any sublessee or to any person or entity that takes possession of the

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Premises (or any portion thereof) pursuant to any other Transfer. Notwithstanding the foregoing, no Permitted Assignment, Permitted Sublease, sublease of the Premises consented to by Landlord or Consent Assignment shall void the Eighth Year Expansion Option and the Eighth Year Expansion Option shall be transferable in connection with a Permitted Agreement.

C. Eleventh Year Expansion Option.

(i) Provided that on the date Tenant exercises the Eleventh Year Expansion Option (as hereinafter defined), no Default in connection with the payment of Base Rent and/or Adjustment Rent has occurred and is continuing, Tenant shall have the option (the "**Eleventh Year Expansion Option**"), exercisable by written notice given to Landlord as herein provided (the "**Eleventh Year Expansion Notice**"), to lease, for a term commencing on April 1, 2021 (the "**Eleventh Year Expansion Commencement Date**") (subject to adjustment pursuant to the terms of Section 20C(ii)), all of Floor 31 of the Building as depicted on Exhibit A-9 (or higher available full floor) (the "**Eleventh Year Expansion Space**"). Tenant's notice exercising its option under this Section 20C shall be given not less than twelve (12) months prior to the Eleventh Year Expansion Commencement Date.

(ii) Landlord may lease the Eleventh Year Expansion Space from time to time to third parties so long as such space is scheduled to be available to be leased to Tenant prior to the Eleventh Year Expansion Commencement Date in accordance with this Section 20C (any such lease, a "**Eleventh Year Prior Expansion Lease**"). Promptly after entering into a Eleventh Year Prior Expansion Lease, Landlord shall give Tenant written notice thereof, identifying the lessee thereunder and the commencement expiration dates thereof and any renewal or termination period.

(iii) Subject to the terms and conditions of this Section 20C, Landlord shall deliver the Eleventh Year Expansion Space to Tenant on or about the Eleventh Year Expansion Commencement Date, subject to delays caused by Tenant, a Holdover Delay and up to an aggregate ten (10) business days of delay caused by events of Force Majeure. In the event that Landlord fails to deliver the Eleventh Year Expansion Space to Tenant by the Eleventh Year Expansion Commencement Date for any reason, except for a delay caused by Tenant or a Holdover Delay, the Eleventh Year Rent Commencement Date (as hereinafter defined) shall be extended by two (2) days for each day between April 1, 2021 and the actual date the Eleventh Year Expansion Space is delivered to Tenant. Promptly upon the termination of any other tenant's, lessee's or occupant's right to possession of the Eleventh Year Expansion Space, including, without limitation, a tenant holding over under an Eleventh Year Prior Expansion Lease, Landlord shall commence and thereafter diligently prosecute such judicial proceedings to regain possession of such Eleventh Year Expansion Space, to grant Tenant access thereto for its work and to deliver possession thereof to Tenant as required hereby as soon as practicable. With respect to a Holdover Delay, the Eleventh Year Rent Commencement Date shall be extended by one (1) day for each day between and including April 1, 2021 and the actual date the Eleventh Year Expansion Space is delivered to Tenant. With respect to any delay caused by Tenant, there shall be no deferral of the Eleventh Year Rent Commencement Date.

(iv) Subject to the terms of Section 20C(iii) above, Tenant shall commence paying Rent for the Eleventh Year Expansion Space on August 1, 2021 (the "**Eleventh Year**

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Rent Commencement Date"). Except as otherwise provided herein, Tenant shall lease the Eleventh Year Expansion Space on the same terms and conditions as are contained in this Lease, including, without limitation, the Work Letter except that (1) Base Rent for the Eleventh Year Expansion Space shall be the Expansion Market Rent applicable as of the Eleventh Year Expansion Commencement Date, and (2) Landlord shall have no obligation to provide Tenant with a tenant improvement allowance for the Eleventh Year Expansion Space except to the extent such an allowance is part of the Expansion Market Rent determined in accordance with Section 20F(ii) below. The term of this Lease with respect to the Eleventh Year Expansion Space shall be coterminous with the Term of this Lease. Tenant shall have the right to construct tenant improvements in the Eleventh Year Expansion Space in accordance with the terms of this Lease (including the Work Letter). Promptly following Tenant's exercise of any option to lease Eleventh Year Expansion Space and agreement as to the Expansion Market Rent for the Eleventh Year Expansion Space, Landlord shall prepare an amendment to this Lease, in a form reasonably satisfactory to Landlord and Tenant, to reflect changes in the size of the Premises, Base Rent for the Eleventh Year Expansion Space, Tenant's Proportionate Share and any other mutually agreed upon terms, due to the addition of the Eleventh Year Expansion Space, and the parties shall promptly execute and deliver such amendment.

(v) Except as otherwise set forth in this Section 20C(v), the Eleventh Year Expansion Option shall not be transferable or assignable to any person or entity to which this Lease is assigned or to any sublessee or to any person or entity that takes possession of the Premises (or any portion thereof) pursuant to any other Transfer. Notwithstanding the foregoing, no Permitted Assignment, Permitted Sublease, sublease of the Premises consented to by Landlord or Consent Assignment shall void the Eleventh Year Expansion Option and the Eleventh Year Expansion Option shall be transferable in connection with a Permitted Agreement.

D. Fourteenth Year Expansion Option.

(i) Provided that (1) Tenant has exercised the First Extension Option and (2) on the date Tenant exercises the Fourteenth Year Expansion Option (as hereinafter defined), no Default in connection with the payment of Base Rent and/or Adjustment Rent has occurred and is continuing, Tenant shall have the option (the "**Fourteenth Year Expansion Option**"), exercisable by written notice given to Landlord as herein provided (the "**Fourteenth Year Expansion Notice**"), to lease, for a term commencing on April 1, 2024 (the "**Fourteenth Year Expansion Commencement Date**") (subject to adjustment pursuant to the terms of Section 20D(ii)), all of Floor 30 of the Building as depicted on Exhibit A-9 (or higher available full floor) (the "**Fourteenth Year Expansion Space**"). Tenant's notice exercising its option under this Section 20D shall be given not less than twelve (12) months prior to the Fourteenth Year Expansion Commencement Date.

(ii) Landlord may lease the Fourteenth Year Expansion Space from time to time to third parties so long as such space is scheduled to be available to be leased to Tenant prior to the Fourteenth Year Expansion Commencement Date in accordance with this Section 20D (any such lease, a "**Fourteenth Year Prior Expansion Lease**"). Promptly after entering into a Fourteenth Year Prior Expansion Lease, Landlord shall give Tenant written notice thereof, identifying the lessee thereunder and the commencement expiration dates thereof and any renewal or termination period.

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(iii) Subject to the terms and conditions of this Section 20D, Landlord shall deliver the Fourteenth Year Expansion Space to Tenant on or about the Fourteenth Year Expansion Commencement Date, subject to delays caused by Tenant, a Holdover Delay and up to an aggregate ten (10) business days of delay caused by events of Force Majeure. In the event that Landlord fails to deliver the Fourteenth Year Expansion Space to Tenant by the Fourteenth Year Expansion Commencement Date for any reason, except for a delay caused by Tenant or a Holdover Delay, the Fourteenth Year Rent Commencement Date (as hereinafter defined) shall be extended by two (2) days for each day between April 1, 2024 and the actual date the Fourteenth Year Expansion Space is delivered to Tenant. Promptly upon the termination of any other tenant's, lessee's or occupant's right to possession of the Fourteenth Year Expansion Space, including, without limitation, a tenant holding over under a Fourteenth Year Prior Expansion Lease, Landlord shall commence and thereafter diligently prosecute such judicial proceedings to regain possession of such Fourteenth Year Expansion Space, to grant Tenant access thereto for its work and to deliver possession thereof to Tenant as required hereby as soon as practicable. With respect to a Holdover Delay, the Fourteenth Year Rent Commencement Date shall be extended by one (1) day for each day between and including April 1, 2024 and the actual date the Fourteenth Year Expansion Space is delivered to Tenant. With respect to any delay caused by Tenant, there shall be no deferral of the Fourteenth Year Rent Commencement Date.

(iv) Subject to the terms of Section 20D(iii) above, Tenant shall commence paying Rent for the Fourteenth Year Expansion Space on August 1, 2024 (the "**Fourteenth Year Rent Commencement Date**"). Except as otherwise provided herein, Tenant shall lease the Fourteenth Year Expansion Space on the same terms and conditions as are contained in this Lease, including, without limitation, the Work Letter except that (1) Base Rent for the Fourteenth Year Expansion Space shall be the Expansion Market Rent applicable as of the Fourteenth Year Expansion Commencement Date, and (2) Landlord shall have no obligation to provide Tenant with a tenant improvement allowance for the Fourteenth Year Expansion Space except to the extent such an allowance is part of the Expansion Market Rent determined in accordance with Section 20F(ii) below. The term of this Lease with respect to the Fourteenth Year Expansion Space shall be coterminous with the Term of this Lease. Tenant shall have the right to construct tenant improvements in the Fourteenth Year Expansion Space in accordance with the terms of this Lease (including the Work Letter). Promptly following Tenant's exercise of any option to lease Fourteenth Year Expansion Space and agreement as to the Expansion Market Rent for the Fourteenth Year Expansion Space, Landlord shall prepare an amendment to this Lease, in a form reasonably satisfactory to Landlord and Tenant, to reflect changes in the size of the Premises, Base Rent for the Fourteenth Year Expansion Space, Tenant's Proportionate Share and any other mutually agreed upon terms, due to the addition of the Fourteenth Year Expansion Space, and the parties shall promptly execute and deliver such amendment.

(v) Except as otherwise set forth in this Section 20D(v), the Fourteenth Year Expansion Option shall not be transferable or assignable to any person or entity to which this Lease is assigned or to any sublessee or to any person or entity that takes possession of the Premises (or any portion thereof) pursuant to any other Transfer. Notwithstanding the foregoing, no Permitted Assignment, Permitted Sublease, sublease of the Premises consented to by Landlord or Consent Assignment shall void the Fourteenth Year Expansion Option and the Fourteenth Year Expansion Option shall be transferable in connection with a Permitted Agreement.

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E. Seventeenth Year Expansion Option.

(i) Provided that (1) Tenant has exercised the First Extension Option and (2) on the date Tenant exercises the Seventeenth Year Expansion Option (as hereinafter defined), no Default in connection with the payment of Base Rent and/or Adjustment Rent has occurred and is continuing, Tenant shall have the option (the "**Seventeenth Year Expansion Option**"), exercisable by written notice given to Landlord as herein provided (the "**Seventeenth Year Expansion Notice**"), to lease, for a term commencing on April 1, 2027 (the "**Seventeenth Year Expansion Commencement Date**") (subject to adjustment pursuant to the terms of Section 20E(ii)), all of Floor 27 floor of the Building as depicted on Exhibit A-7 (or higher available full floor) (the "**Seventeenth Year Expansion Space**"). Tenant's notice exercising its option under this Section 20E shall be given not less than twelve (12) months prior to the Seventeenth Year Expansion Commencement Date.

(ii) Landlord may lease the Seventeenth Year Expansion Space from time to time to third parties so long as such space is scheduled to be available to be leased to Tenant prior to the Seventeenth Year Expansion Commencement Date in accordance with this Section 20E (any such lease, a "**Seventeenth Year Prior Expansion Lease**"). Promptly after entering into a Seventeenth Year Prior Expansion Lease, Landlord shall give Tenant written notice thereof, identifying the lessee thereunder and the commencement expiration dates thereof and any renewal or termination period.

(iii) Subject to the terms and conditions of this Section 20E, Landlord shall deliver the Seventeenth Year Expansion Space to Tenant on or about the Seventeenth Year Expansion Commencement Date, subject to delays caused by Tenant, a Holdover Delay and up to an aggregate ten (10) business days of delay caused by events of Force Majeure. In the event that Landlord fails to deliver the Seventeenth Year Expansion Space to Tenant by the Seventeenth Year Expansion Commencement Date for any reason, except for a delay caused by Tenant or a Holdover Delay, the Seventeenth Year Rent Commencement Date (as hereinafter defined) shall be extended by two (2) days for each day between April 1, 2027 and the actual date the Seventeenth Year Expansion Space is delivered to Tenant. Promptly upon the termination of any other tenant's, lessee's or occupant's right to possession of the Seventeenth Year Expansion Space, including, without limitation, a tenant holding over under a Seventeenth Year Prior Expansion Lease, Landlord shall commence and thereafter diligently prosecute such judicial proceedings to regain possession of such Seventeenth Year Expansion Space, to grant Tenant access thereto for its work and to deliver possession thereof to Tenant as required hereby as soon as practicable. With respect to a Holdover Delay, the Seventeenth Rent Year Commencement Date shall be extended by one (1) day for each day between and including April 1, 2027 and the actual date the Seventeenth Year Expansion Space is delivered to Tenant. With respect to any delay caused by Tenant, there shall be no deferral of the Seventeenth Year Rent Commencement Date.

(iv) Subject to the terms of Section 20E(iii) above, Tenant shall commence paying Rent for the Seventeenth Year Expansion Space on August 1, 2027 (the "**Seventeenth Year Rent Commencement Date**"). Except as otherwise provided herein, Tenant shall lease the Seventeenth Year Expansion Space on the same terms and conditions as are contained in this Lease, including, without limitation, the Work Letter except that (1) Base Rent for the

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Seventeenth Year Expansion Space shall be the Expansion Market Rent applicable as of the Seventeenth Year Expansion Commencement Date, and (2) Landlord shall have no obligation to provide Tenant with a tenant improvement allowance for the Seventeenth Year Expansion Space except to the extent such an allowance is part of the Expansion Market Rent determined in accordance with Section 20F(ii) below. The term of this Lease with respect to the Seventeenth Year Expansion Space shall be coterminous with the Term of this Lease. Tenant shall have the right to construct tenant improvements in the Seventeenth Year Expansion Space in accordance with the terms of this Lease (including the Work Letter). Promptly following Tenant's exercise of any option to lease Seventeenth Year Expansion Space and agreement as to the Expansion Market Rent for the Seventeenth Year Expansion Space, Landlord shall prepare an amendment to this Lease, in a form reasonably satisfactory to Landlord and Tenant, to reflect changes in the size of the Premises, Base Rent for the Seventeenth Year Expansion Space, Tenant's Proportionate Share and any other mutually agreed upon terms, due to the addition of the Seventeenth Year Expansion Space, and the parties shall promptly execute and deliver such amendment.

(v) Except as otherwise set forth in this Section 20E(v), the Seventeenth Year Expansion Option shall not be transferable or assignable to any person or entity to which this Lease is assigned or to any sublessee or to any person or entity that takes possession of the Premises (or any portion thereof) pursuant to any other Transfer. Notwithstanding the foregoing, no Permitted Assignment, Permitted Sublease, sublease of the Premises consented to by Landlord or Consent Assignment shall void the Seventeenth Year Expansion Option and the Seventeenth Year Expansion Option shall be transferable in connection with a Permitted Agreement.

F. Condition, Delivery of Expansion Space; Expansion Market Rent.

(i) Subject to the terms and conditions of this Section 20, on or prior to the Expansion Delivery Date for the applicable Expansion Space, Landlord shall deliver the applicable Expansion Space to Tenant in its then "as-is" condition; provided, however, that Landlord shall remove any and all vaults, safes or other improvements which are of a nature that require extraordinary expense to remove from such Expansion Space at its sole cost and expense.

(ii) Notwithstanding anything to the contrary contained in Sections 20A, 20B, 20C, 20D and 20E, Tenant shall have the right, which shall be its exclusive remedy in the event that Landlord's failure to deliver the applicable expansion space is due to a Tenant Holdover, to withdraw its exercise of the option to lease the applicable expansion space in the event that the Landlord does not deliver such expansion space within one hundred twenty (120) days following the applicable date specific expansion commencement date provided for above in this Section 20, and, in such circumstances, Tenant shall have the right to collect from Landlord all reasonable out-of-pocket costs incurred by Tenant in preparing for occupancy of such expansion space (including, by way of example, but not limitation, attorneys' fees, costs incurred in drafting and negotiating a lease amendment, space-planning, architectural and engineering costs, and cancellation charges on orders for furniture and other property).

(iii) The Base Rent for any Expansion Space, other than the Fifth Year Expansion Space, shall be an annual amount equal to one hundred percent (100%) of the then

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Expansion Market Rate for tenancies commencing on or about the commencement date for any Expansion Space and continuing to and including the last day of the initial Term or First Extension Term (as applicable). "**Expansion Market Rate**" shall mean the annual market rental rate (assuming annual escalations in the Expansion Market Rent of $0.50 per rentable square foot on the first day of each Lease Year occurring after the date that the applicable Expansion Space is added to the Premises) for space in the Building and other buildings within the CBD comparable to the extent practicable in size, condition, age, class, location and use to the Premises and for a term equal to the term for the applicable Expansion Space with tenants with credit similar to Tenant (adjusted using market rates to take into account that no concessions, inducements, Landlord work, brokerage commission, allowances and other incentives shall be included in such rental rate) provided in leases executed during the twelve (12) month period prior to the date of Landlord's written notice to Tenant of Landlord's determination of the Expansion Market Rate. Landlord's determination of the Expansion Market Rate shall also take into account Tenant's right to request a tenant improvement allowance in an amount up the then current maximum current market tenant improvement allowance for comparable space and a market brokerage commission with respect to the applicable Expansion Space. If Tenant requests such a tenant improvement allowance and/or brokerage commission, the Expansion Market Rate for the applicable Expansion Space shall be adjusted (calculated on a monthly basis using a then current market interest rate) to reflect whether Tenant elects to take (x) a market tenant improvement allowance and/or brokerage commission, or (y) a tenant improvement allowance and/or brokerage commission which is less than such market tenant improvement allowance and/or brokerage commission, or (z) no tenant improvement allowance and/or brokerage commission. Landlord will deliver written notice to Tenant of its determination of the Expansion Market Rate no later than thirty (30) days after Landlord receives Tenant's notice of exercise of its option to extend for the Expansion Term. If Tenant believes that the Expansion Market Rate quoted by Landlord is not consistent herewith, Tenant shall so notify Landlord within thirty (30) days after receipt of Landlord's written notice of the Expansion Market Rate, and Landlord and Tenant shall commence negotiations as of the date Tenant delivers such notice to attempt to agree upon the Expansion Market Rate. If Landlord and Tenant are unable to reach agreement on the Expansion Market Rate within sixty (60) days after the date the parties commence negotiations, Tenant may elect, by written notice to Landlord given within five (5) business days after the expiration of such 60-day period, to require that the disagreement be resolved by arbitration in the manner set forth herein. If Tenant does not provide such notice within the aforementioned five (5) business day period, Tenant will be deemed to have revoked and waived its exercise of the applicable Expansion Option under this Section 20. If Tenant timely requests arbitration of the dispute, Landlord and Tenant shall then undertake arbitration and shall jointly engage a licensed Illinois real estate broker to determine the Expansion Market Rate as defined herein. If Tenant and Landlord are unable to agree upon such a broker within seven (7) days after delivery of Tenant's notice to Landlord to arbitrate the dispute, each shall, within an additional seven (7) days separately engage a real estate broker, and the two real estate brokers shall within seven (7) days after their selection engage a third real estate broker who shall be the real estate broker to determine the Expansion Market Rate. Within five (5) business days after the real estate broker has been selected, each of Landlord and Tenant shall submit to the real estate broker in a sealed envelope its good faith estimate of the Expansion Market Rate (which with respect to Landlord shall be no more favorable to Tenant than the amounts last submitted by Landlord to Tenant under this Section 20F(ii)). As soon thereafter as practicable, but in any case within fourteen

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(14) days, the real estate broker shall select one of the two estimates of the Expansion Market Rate submitted by Landlord and Tenant, without modification, that in the real estate broker's determination is closer to the Expansion Market Rate. The real estate broker's selection shall be rendered in writing to both Landlord and Tenant and shall be final and binding upon them. In no event shall any real estate broker establish a Expansion Market Rate that is any amount other than one of the two estimates delivered by Landlord and Tenant. Any real estate broker appointed hereunder shall be a licensed Illinois real estate broker with not less than ten (10) years of experience in leasing large space in first-class office buildings in the CBD, shall be independent of Tenant, Landlord and any other real estate broker theretofore appointed with respect to such determination of the Expansion Market Rate shall not have represented Tenant or Landlord or an Affiliate of Landlord in connection with this Lease, and shall not be a client of Tenant or a tenant of Landlord. Each party shall pay the fees and costs of the real estate broker selected by it and one-half (½) of the fees and costs of a jointly selected real estate broker or the third real estate broker appointed as aforesaid. Each party may submit to the real estate brokers, with a copy to the other party, such materials as may be relevant to determining the Expansion Market Rate. Subject to the terms of this Section 20F(ii), such arbitration proceedings shall be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and any final determination of the Expansion Market Rate in such arbitration shall be final and binding on the parties.

G. Right of First Offer.

(i) Subject to the expansion rights (but not rights of first offer or first refusal) of any tenant who leases space as part of the initial lease-up of the Building (provided that such expansion rights are consistent with any ROFO Notice (as hereinafter defined) given to Tenant in accordance with the terms of this Section 20G) (the "**Existing Rights**"), Tenant shall have the ongoing right throughout the Term and is hereby granted the right of first offer set forth in this Section 20G to lease any ROFO Space (as hereinafter defined) becoming available during the Term, pursuant to and in accordance with the terms and conditions of this Section 20G (the "**ROFO**"). As used herein, the term "**ROFO Space**" means any space on Floors 27-45 of the Building. In no event shall any tenants who enter into leases for space in the Building after the date hereof be granted superior rights of first offer or first refusal with respect to the ROFO Space than those granted to Tenant hereunder. Tenant's exercise of the ROFO shall in no event reduce or change any of the rights to expand the Premises granted to Tenant in Sections 20A, 20B, 20C, 20D or 20E above, nor shall Landlord have the right to enter into any lease of ROFO Space which is inconsistent with or prevents Landlord from delivering any Expansion Space to Tenant pursuant to such provisions.

(ii) Landlord shall not at any time after the Commencement Date enter into any lease of the ROFO Space (other than pursuant to the Existing Rights) without first offering to lease the ROFO Space to Tenant in accordance with the terms and conditions of this Section 20G. Prior to entering into a lease of the ROFO Space, Landlord shall give Tenant a notice ("**ROFO Notice**") identifying (a) the available ROFO Space, including expansion space and any subordinate rights of first offer or first refusal, (b) the term for which Landlord proposes to lease such ROFO Space, including extension terms, (c) the "base rent" assuming that no Tenant Package (as hereinafter defined) is being provided to Tenant, (d) the maximum "tenant improvement allowance" and other allowances and concessions and brokerage commissions

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which Landlord proposes therefor (collectively, the "**Tenant Package**"), and (e) the annual percentage rate at which such allowances and concessions shall result in an increase in the base rent to reflect the amortization of the cost thereof to Landlord (the "**Allowance Rate**"). For a period of twenty (20) days following its receipt of the ROFO Notice, Tenant shall have the option to lease all (but not less than all) of the ROFO Space designated in such ROFO Notice (i) for the remainder of the Term, (ii) with a commencement date for the term of the lease of the applicable ROFO Space the later of (x) the date which is one hundred twenty (120) days after the date the ROFO Space is delivered to Tenant or (y) the Commencement Date specified in the ROFO Notice, (iii) with the Landlord making a contribution of a Tenant Package as designated by Tenant, not to exceed in the aggregate the maximum amount thereof contained in the ROFO Notice; (iv) at an annual base rent equal to the sum of (x) the base rent set forth in the ROFO Notice adjusted by (y) the Allowance Rate multiplied by the Tenant Package to be given to Tenant, and (v) on the other terms and conditions set forth in this Lease to the extent the terms of this Lease do not conflict with the terms of the ROFO Notice. Tenant may exercise its right to lease such ROFO Space by notice given to Landlord within twenty (20) days of Tenant's receipt of such ROFO Notice, and a failure to give notice of the exercise of such right within such 20 day period shall constitute an election not to exercise such right. Promptly following Tenant's exercise of its option to lease such ROFO Space, the parties shall enter into an amendment to this Lease for such ROFO Space on the terms provided for in the ROFO Notice and the terms provided in this Lease, including without limitation, this Section 20G, to the extent the terms of this Lease do not conflict with the terms of the ROFO Notice. If such a conflict exists, the terms of the ROFO Notice shall apply. Landlord shall prepare the amendment to this Lease, which shall be in a form reasonably satisfactory to Landlord and Tenant, to reflect changes in the size of the Premises, Base Rent, Tenant's Proportionate Share, and the other terms set forth in the ROFO Notice, and the parties shall promptly execute such amendment. If Tenant fails or refuses to lease the ROFO Space described in any ROFO Notice, and Landlord enters into a lease for the ROFO Space upon terms and conditions equivalent in all material respects (or terms and conditions more favorable to Landlord) to those contained in the ROFO Notice, Tenant's rights under this Section 20G shall be subject to the terms and conditions of such lease (including, without limitation, any expansion or extension options contained in the applicable ROFO Notice) until such space again becomes unconditionally available for lease. The ROFO Space described in the ROFO Notice shall not be deemed "unconditionally available for lease" if any tenant therein proposes or desires to extend its term, renew its lease, or enter into a new lease for such space after the expiration of the original term of such lease, or, pursuant to the Existing Rights, expand into any other space constituting ROFO Space hereunder and Landlord is obligated to agree to (or to enter into negotiations for) such extension, renewal, expansion or continuation. If Tenant does not exercise (or is deemed to have elected not to exercise) its option to lease such ROFO Space, Landlord may proceed to lease such ROFO Space, at any time within one hundred eighty (180) days after such ROFO Notice, on terms "equivalent in all material respects" to those set forth in such ROFO Notice or more favorable to Landlord. Except for a lease of such ROFO Space within such 180-day period on terms "equivalent in all material respects" to those set forth in such ROFO Notice or more favorable to Landlord, Landlord may not lease such ROFO Space without again offering to lease the same to Tenant in accordance with this Section 20G. For purposes of this Section 20G, any economic term package (base rent, adjustment rent, improvement allowance, rent abatement and like items) that has a net present value which has a cost to the tenant that is three percent (3%) less (assuming an eight percent (8%) discount rate)

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(iv) Landlord's failure to deliver any ROFO Space to Tenant on or before the delivery date for such space as set forth in the amendment to this Lease executed by Landlord and Tenant shall not affect the validity of this Lease or Tenant's obligations under this Lease or result in any liability by Landlord to Tenant; provided, however, that if the ROFO Space is not delivered to Tenant on or before the date set forth in the amendment to this Lease (except for delays caused by Tenant and regardless of events of Force Majeure), the date on which Tenant's rental obligations commence with respect to the ROFO Space shall be extended by two (2) days for each day of delay in the delivery of the ROFO Space and that promptly upon the termination of any other tenant's, lessee's or occupant's right to possession of the applicable ROFO Space, Landlord commences and thereafter diligently prosecutes such judicial proceedings to regain possession of such ROFO Space, and to deliver possession thereof to Tenant as soon as practicable thereafter. Notwithstanding anything to the contrary contained in this Section 20G, Tenant shall have the right, which shall be its exclusive right in the event that Landlord's failure to deliver such ROFO Space is due to a tenant holdover and Landlord is diligently pursuing its remedies against such tenant, to withdraw its exercise of the ROFO with respect to such ROFO Space in the event Landlord fails to deliver the applicable ROFO Space within one hundred twenty (120) days following the delivery date set forth in the applicable ROFO Notice, and in such situation, Tenant shall have the right to collect from Landlord all reasonable out-of-pocket costs incurred by Tenant in preparing for occupancy of such ROFO Space (including, by way of example, but not limitation, attorneys' fees, costs incurred in drafting and negotiating a lease amendment, space-planning, architectural and engineering costs, and cancellation changes on orders for furniture and other property).

21. SUBORDINATION; ESTOPPEL CERTIFICATES; LANDLORD DEFAULTS.

A. Subordination. Within ten (10) business days after request by Landlord, Tenant shall execute, from time to time, a subordination, non-disturbance and attornment agreement in substantially the form attached hereto as Exhibit N (the "**SNDA**") or such other form as is reasonably acceptable to Tenant. In the event a future mortgagee, beneficiary or ground lessor shall be unwilling to enter into a SNDA as aforesaid, this Lease shall remain in full force and effect and the obligations of Tenant shall not in any manner be affected except that, notwithstanding anything to the contrary in this Lease, this Lease shall not be subject and subordinate to such mortgagee's beneficiary's' or ground lessor's (as applicable) interest in the Premises. Notwithstanding the foregoing to the contrary, any such mortgagee, beneficiary or ground lessor may elect to give the rights and interests of Tenant under this Lease priority over the lien of its mortgage, deed of trust or estate of its lease as the case may be. In the event of such election and upon the mortgagee, beneficiary or ground lessor notifying Tenant of such election, the rights and interests of Tenant shall be deemed superior to and to have priority over the lien of said mortgage or deed of trust or estate of its lease as the case may be, whether this Lease is dated prior to or subsequent to the date of such mortgage, deed of trust or lease. In such event, Tenant shall execute and deliver whatever instruments may be reasonably required by such mortgagee, or beneficiary to confirm such superiority on the form customarily used by such party. Regardless of whether Landlord is the mortgagor or ground lessee under any current mortgage or ground lease of the Land, Landlord hereby agrees to obtain from such mortgage holder or ground lessor a fully executed SNDA within ten (10) business days after the date the SNDA is executed by Tenant. Tenant shall execute the SNDA simultaneously with this Lease. This Lease and the Work Letter shall be terminable by Tenant for Landlord's failure to deliver

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the executed SNDA to Tenant within such 10-business day period. [Landlord represents and warrants that, as of the date hereof, there is no mortgage encumbering the Building, except for a mortgage securing debt in the maximum amount of $35,000,000 to LaSalle Bank National Association, which has concurrently herewith delivered an SNDA to Tenant, and there are no ground leases affecting the Building.

B. Notice to Landlord and Mortgagee. In the event of any act or omission by Landlord (other than the failure to timely obtain the SNDA) which would give Tenant right to damages from Landlord or the right to terminate this Lease, Tenant will not sue for such damages nor exercise any such right to terminate until (i) it shall have given written notice of the act or omission to Landlord and to the holder(s) of the indebtedness or other obligations secured by any mortgage or deed of trust affecting the Premises or of any ground or underlying lease, if the name and address of such holder(s) have been furnished to Tenant, and (ii) a reasonable period of time, in light both of the time required to effect a remedy and of the impact of the act or omission on Tenant's business operations at the Premises, for remedying the act or omission has elapsed following the giving of the notice (which shall in no event be deemed any less than thirty (30) days or greater than ninety (90) days), during which time Landlord and such holder(s), or either of them, and their agents or employees, will be entitled to Landlord's rights to enter upon the Premises upon reasonable notice to Tenant and do therein whatever may be reasonably necessary to remedy the act or omission, subject to the terms of this Lease.

C. Estoppel Certificates. Tenant agrees that, from time to time within ten (10) business days' of Tenant's receipt of Landlord's request, Tenant shall execute and deliver to Landlord a written certificate in the form attached hereto as Exhibit O as may be modified to address the then current situation or any such other form as may be requested by Lender and reasonably acceptable to Tenant, it being agreed that such certificate may be relied upon by any prospective purchaser, mortgagee, investor, joint venturer, assignee, subtenant or other person having or acquiring an interest in the Building, the Premises, or any portion thereof. In the event that Tenant fails to so execute and deliver such certificate within such ten (10) day period, from and after Landlord sends Tenant a second request therefor and Tenant has failed to execute and deliver such certificate within five (5) days after receipt of such second request, Tenant shall be in default under the provision of this Section 21C. Upon such default, Tenant shall indemnify, defend and hold Landlord harmless from and against all loss, cost and expense, arising out of Tenant's breach of this provision, subject to the limitations set forth in Section 16B(iii).

22. QUIET ENJOYMENT. Provided that no Default has occurred and is continuing, Tenant shall peacefully and quietly have and enjoy the Premises for the Term, free from interference by Landlord, or anyone claiming by or through Landlord, subject, however, to the provisions of this Lease.

23. BROKER. Landlord and Tenant represent to each other that they have not dealt with any party other than Mesirow Real Estate in connection with this Lease and that, insofar as each of Landlord and Tenant knows, no other broker negotiated this Lease or is entitled to any commission in connection herewith. Landlord agrees to indemnify, defend and hold harmless Tenant and Tenant Related Parties from and against all claims, demands, actions, liabilities, damages, costs and expenses (including reasonable attorneys' fees and expenses) arising from any inaccuracy on the part of Landlord in the above representation or Landlord's failure to pay

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23. BROKER. Landlord and Tenant represent to each other that they have not dealt with any party other than CBK and Mesirow Real Estate in connection with this Lease and that, insofar as each of Landlord and Tenant knows, no other broker negotiated this Lease or is entitled to any commission in connection herewith. Landlord agrees to pay CBK a commission in accordance with a separate agreement between Landlord and CBK dated October 18, 2005. Landlord agrees to indemnify, defend and hold harmless Tenant and Tenant Related Parties from and against all claims, demands, actions, liabilities, damages, costs and expenses (including reasonable attorneys' fees and expenses) arising from any inaccuracy on the part of Landlord in the above representation or Landlord's failure to pay CBK and/or Mesirow Real Estate. It is intended that no party shall be a third party beneficiary with respect to the provisions of this Section 23.

24. NOTICES. All notices and demands to be given by one party to the other party under this Lease shall be given in writing, and delivered to Landlord or Tenant, as the case may be, as follows:

To Landlord: (prior to the Commencement Date)
Mesirow Financial Real Estate, Inc.
350 North Clark Street
Chicago, Illinois 60610
Attention: Michael Szkatulski

Mesirow Financial Holdings, Inc.
321 North Clark Street
Chicago, Illinois 60610
Attention: Chief Financial Officer

and to:

Mesirow Financial Holdings, Inc.
321 North Clark Street
Chicago, Illinois 60610
Attention: General Counsel

To Landlord: (after the Commencement Date)
As instructed by Landlord

To Tenant: (prior to Commencement Date)

Jenner & Block LLP
One IBM Plaza
Chicago, Illinois 60611
Attention: Managing Partner

and to: Jenner & Block LLP
One IBM Plaza
Chicago, Illinois 60611
Attention: Donald I. Resnick

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To Tenant: (following Commencement Date)
Jenner & Block LLP
351 North Clark Street
Chicago, Illinois 60611
Attention: Managing Partner

and to: Jenner & Block LLP
351 North Clark Street
Chicago, Illinois 60611
Attention: Donald I. Resnick

or at such other address as either party may hereafter designate. Notices shall be delivered by hand or by a nationally recognized overnight courier service with guaranteed next business day delivery. Notices shall be considered to have been given upon actual receipt or refusal with respect to hand delivery or the earlier to occur of actual receipt or refusal one (1) business day after deposit with a nationally recognized overnight courier service. If a notice is delivered after 5:00 p.m. (Chicago time) on a business day or at any time on a non-business day, then such notice shall be deemed delivered on the next business day.

25. MISCELLANEOUS.

A. Successors and Assigns. Subject to the terms of Section 14 of this Lease, each provision of this Lease shall extend to, bind and inure to the benefit of Landlord and Tenant and their respective legal representatives, successors and assigns; and all references herein to Landlord and Tenant shall be deemed to include all such parties.

B. Entire Agreement. This Lease, and the riders, exhibits, the Work Letter and lease guaranty, if any, attached hereto and which are hereby made a part of this Lease, represent the complete agreement between Landlord and Tenant with respect to Tenant's leasing of the Premises; and Landlord has made no representations or warranties except as expressly set forth in this Lease and the Work Letter. No modification or amendment of or waiver under this Lease shall be binding upon Landlord or Tenant unless in writing signed by Landlord and Tenant.

C. Time of Essence. Time is of the essence of this Lease and each and all of its provisions.

D. Execution and Delivery. Submission of this instrument for examination or signature by Tenant does not constitute a reservation of space or an option for lease, and it is not effective until execution and delivery by both Landlord and Tenant.

E. Severability. If any term, provision or condition of this Lease shall, to any extent, be finally adjudicated to be invalid or unenforceable, the remainder of this Lease (or the application of such term, provision or condition to persons or circumstances other than those in respect of which it is finally adjudicated to be invalid or unenforceable) shall not be affected thereby and each and every other term, provision and condition of this Lease shall be valid and enforceable to the fullest extent permitted by Law.

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F. Governing Law. This Lease shall be governed by and construed in accordance with the Laws of the State in which the Premises are located without regard to that state's conflict of laws provisions.

G. Attorneys' Fees. The losing party shall pay to the prevailing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in connection with any action between Landlord and Tenant arising out of this Lease or incurred by the prevailing party as a result of any litigation to which the prevailing party becomes a party as a result of this Lease or Tenant's use and occupancy of the Premises or any portion thereof.

H. Landlord's Estoppel. Landlord agrees that from time to time (but not more often than twice per calendar year) upon written request by Tenant, it shall deliver to Tenant, within ten (10) business days after such written request shall have been served upon Landlord, a statement in writing signed by Landlord in substantially the form attached hereto as Exhibit P or such other form as requested by Tenant and reasonably acceptable to Landlord.

I. Joint and Several Liability. Subject to Section 35 below, if Tenant is comprised of more than one party, each such party shall be jointly and severally liable for Tenant's obligations under this Lease.

J. Force Majeure. Other than for obligations under this Lease that can be performed by the payment of money and/or the maintenance of insurance, and other than as otherwise expressly provided for in this Lease or the Work Letter, whenever a period of time or deadline is prescribed for action to be taken by either party, such period will be extended, without liability, for any delays due to strikes, riots, acts of God, unusual adverse weather conditions, shortages of labor or materials (provided such materials were ordered in a timely fashion), war, or the passage or application of any Laws or moratorium of any governmental authority that is not now in effect, which has the effect of preventing or delaying the performance of such obligation, or any other causes of any kind whatsoever which are beyond the reasonable control of such party (collectively, "**Force Majeure**").

K. Storage Space. The Storage Space shall be delivered to Tenant on the Commencement Date with lighting, secured and broom clean but otherwise in its "As-Is, Where-Is" condition. Tenant shall pay gross rent on the Storage Space at the gross rate set forth on Exhibit B, subject to adjustment as hereinabove provided in Section 2B(ii). On the first day of each of the First Extension Term and Second Extension Term, the Base Rent rates for the Storage Space shall be adjusted to the then current market rate for storage space for the duration of the First Extension Term and/or Second Extension Term (as applicable). In the event that storage space in the Retail Section is not subject to leases for retail purposes prior to the date which is two (2) years after the date hereof, prior to offering such space to other tenants of the Building, Landlord shall offer such space to Tenant and Mesirow on a 50/50 basis or on such other basis as may otherwise be agreed to by Tenant and Mesirow. Any such storage space which Tenant determines in its sole discretion to lease shall be leased to Tenant in accordance with the terms and conditions of this Section 25K.

L. Captions. The headings and titles in this Lease are for convenience only and shall have no effect upon the construction or interpretation of this Lease.

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M. No Waiver. No waiver of any provision of this Lease shall be implied by any failure of Landlord or Tenant to enforce any remedy on account of the violation of such provision, even if such violation is continued or repeated subsequently, and no express waiver shall affect any provision other than the one specified in such waiver and that one only for the time and in the manner specifically stated. No receipt of monies by Landlord from Tenant after the termination of this Lease shall in any way alter the length of the Term or of Tenant's right of possession hereunder or after the giving of any notice shall reinstate, continue or extend the Term hereof or create a new tenancy or affect any notice given Tenant prior to the receipt of such monies, it being agreed that after the service of notice or the commencement or a suit for possession of the Premises or after final judgment for possession of the Premises Landlord may receive and collect any Rent due and the payment of said Rent shall not waive, affect or nullify said notice, suit or judgment. Acceptance by Landlord of less than the entire amount due and owing by Tenant shall not constitute a waiver by Landlord of its rights to further collection.

N. Recording. Promptly after execution of this Lease, Landlord and Tenant shall execute and record the memorandum of this Lease attached hereto as Exhibit Q in the public records.

O. Transfer of Landlord's Interest. Tenant acknowledges that Landlord has the right to transfer its interest in the Building and in this Lease, and Tenant agrees that in the event of any such transfer pursuant to which such transferee shall assume all of Landlord's obligations accruing from and after the date of such transfer, Landlord shall automatically be released from all liability under this Lease accruing thereafter, and, in such event, Tenant agrees to look solely to such transferee for the performance of Landlord's obligations hereunder, accruing from and after the date of such transfer. Tenant further acknowledges that Landlord may assign its interest in this Lease to a mortgage lender as additional security and agrees that such an assignment shall not release Landlord from its obligations hereunder and that Tenant shall continue to look solely to Landlord for the performance of its obligations hereunder unless such lender forecloses on the Building, in which event Tenant may look to such lender or other party which succeeds to Landlord's interest in the Building for the performance of Landlord's obligations hereunder. Notwithstanding anything in this Lease to the contrary, if Landlord transfers its interest in the Building prior to completion of Landlord's Construction Obligations (as hereinafter defined), Landlord acknowledges and agrees that the development team for the Building, including, MFRES shall not be changed without Tenant's prior consent, which may be granted or withheld in Tenant's sole discretion.

P. Application of Payments. Landlord shall have the right to apply payments received from Tenant pursuant to this Lease (regardless of Tenant's designation of such payments) to satisfy any matured obligations of Tenant hereunder, in such order and amounts, as Landlord in its sole discretion, may elect.

Q. Interpretation. The terms "**including**," "**such as**" or "**for example**" shall not be interpreted as limiting the breadth of the provisions in which such words are used. The singular and the plural shall include each other unless the context requires otherwise, including for defined terms.

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R. Amortization. Except as otherwise provided herein, all amortization provided for in this Lease shall use and assume an interest rate of eight percent (8%) per annum.

S. Waiver of Trial by Jury. Landlord and Tenant waive trial by jury in the event of any action, proceeding or counterclaim brought by either Landlord or Tenant against the other in connection with this Lease.

T. Counterparts. This Lease may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

U. Right to Perform Duties. If Tenant or Landlord fails timely to perform any of its duties under this Lease, the other party shall have the right (but not the obligation), after the expiration of any grace or notice and cure period elsewhere under this Lease expressly granted for the performance of such duty and advance notice of its intention to exercise the rights under this paragraph (except in the event of an emergency, or where prompt action is required to prevent injury to persons or property, in which case the notice shall so state and the party giving the notice need not wait for the expiration of any applicable grace or notice and cure period under this Lease), to perform such duty on behalf and at the expense of the failing party without further prior notice to the failing party, and all sums expended or expenses incurred in performing such duty, plus interest at the Interest Rate shall be due and payable within thirty (30) days of receipt of invoice from the submitting party.

V. Due Authority. The individuals executing this Lease for Tenant and Landlord each represent and warrant to the other party that they have full right, power and authority to execute this Lease on behalf of Tenant or Landlord (as applicable).

W. Only Landlord/Tenant Relationship. Except with respect to Section 32 below, nothing contained herein shall be deemed or construed by the parties hereto nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto or any other relationship, other than the relationship of landlord and tenant.

X. Parking. Landlord shall provide Tenant with access to the Parking Section for the greater of 100 automobiles or a number of automobiles equal to Tenant's Proportionate Share of the total number of parking spaces in the Parking Section ("**Maximum Parking Privileges**" for the Term of this Lease. Each right to park one (1) automobile is hereinafter referred to as "**Parking Privileges**"). Parking Privileges shall be provided by keycard entry, billed monthly and shall be for self-parked, non-reserved spaces (except that valet parking shall be provided at times when self-parking is not available); provided, however, that notwithstanding anything herein to the contrary, up to twenty (20) of the Parking Privileges (as determined by Tenant) shall be reserved for Tenant's exclusive use (the "**Reserved Parking Privileges**"). Tenant shall also have the right to obtain additional keycards on a month-to-month basis, subject to availability. Landlord shall contract separately for all Parking Privileges with Tenant's partners and employees, who will be billed therefore at not more than the prevailing market rate from time to time charged by owners of comparable size parking garages in or attached to Class A office buildings located within the boundaries of Randolph Street on the South, Franklin Street

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on the West, Illinois Street on the North and State Street on the East, which shall not exceed $275.00 for non-reserved Parking Privileges and $375.00 for Reserved Parking Privileges for the first Lease Year, which such maximum amounts may be increased by the CPI Factor beginning with the second Lease Year. Landlord shall have the right to charge the market rate for the Reserved Parking Privileges, which Tenant hereby acknowledges may be more than the amount charged for non-reserved Parking Privileges. At Landlord's option, Landlord may bill, as Additional Rent, the charges for Tenant's Reserved Parking Privileges (but not for any non-reserved Parking Privileges) to Tenant, and Tenant shall be responsible for collecting the charges therefor from the actual users thereof. All Parking Privileges shall be used in accordance with and subject to the reasonable Parking Section rules, regulations and security requirements and the terms and conditions of this Lease, twenty-four (24) hours a day, seven (7) days a week. In addition, Landlord shall provide Tenant, in common with other tenants in the Building, at no charge to Tenant or to individual users, a secure location in the highest level of the Parking Section for the daily non-reserved storage of at least thirty (30) bicycles by Tenant. It is hereby agreed that Landlord shall make available the Maximum Parking Privileges which are requested by Tenant's personnel for a period of one hundred and eighty (180) days after the Commencement Date, and that in the event fewer than the Maximum Parking Privileges are requested, Tenant shall have no responsibility for such spaces which are not so requested. After such period, in the event that at any time additional personnel of Tenant desire Parking Privileges, Landlord shall be required to make such Parking Privileges available within ninety (90) days after request is made therefor, provided that nothing herein shall require Landlord to make available a number of Parking Privileges in excess of the Maximum Parking Privileges. In no event shall Landlord enter into agreements to provide more than 206 monthly parking contracts for the Parking Section in any month during the Term.

Y. Confidentiality. Landlord and Tenant each agree that neither it nor its agents shall publicize or provide information for publication concerning the transaction represented by this Lease (the "**Transaction**") without the other party's prior written consent until Tenant and Landlord have issued a joint press release concerning the Transaction. Further, Landlord agrees that Tenant's financial statements and related information given to Landlord from time to time and any other information concerning Tenant's operations or personnel, including any such statements or information given prior to the execution of this Lease (collectively, "**Proprietary Information**"), whether received heretofore or hereafter in connection with the Transaction, shall be kept in strict confidence subject to the terms of this Section 25Z, and Landlord will (a) except as required by Law, keep all Proprietary Information confidential, to limit its dispersal as narrowly as reasonable under the circumstances and not to disclose or reveal any Proprietary Information to any person other than those employed by Landlord or its property manager and who are actively and directly participating in the Transaction or who otherwise need to know the Proprietary Information for the purpose of approving or administering the Transaction and other parties having a legitimate interest in the Proprietary Information, including, without limitation, accountants, advisors, investors, joint venture partners, lenders and potential lenders, investors and joint venture partners and to cause those persons to observe the terms of this Lease, (b) not to use Proprietary Information for any purpose other than in connection with the Transaction, and (c) in the event that Landlord proposes or is requested or required to make a disclosure pursuant to the exception set forth in clause (iii)(a) above in this Section 25Z, will provide Tenant with prompt notice of such request, proposal or requirement prior to disclosure (to the extent feasible).

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Z. Leasing Commissions. Provided that the broker representing Tenant releases Landlord from any liability for Landlord's failure to make such payment directly to such broker, Landlord, at the request of Tenant, shall pay to Tenant all or any portion of a leasing commission payable by Landlord to a broker representing Tenant in connection with an extension of the Term, expansion of the Premises or Tenant's exercise of the ROFO as part of any tenant improvement allowance due to Tenant in connection with the applicable transaction pursuant to the terms of this Lease. In such event, Tenant shall be solely responsible for paying the portion of the leasing commission paid to Tenant to its broker. If no tenant improvement allowance is due to Tenant in connection with the applicable transaction, any and all such leasing commissions shall be paid to the appropriate broker or Tenant in accordance with the terms and conditions of this Lease.

26. HAZARDOUS MATERIALS.

A. Defined Terms.

(i) "**Hazardous Substances**" shall mean any hazardous or toxic chemical, waste, byproduct, pollutant, contaminant, compound, product or substance, including, without limitation, asbestos, polychlorinated biphenyls, petroleum (including crude oil or any fraction or by-product thereof), and any material the exposure to, or manufacture, possession, presence, use, generation, storage, transportation, treatment, release, disposal, abatement, cleanup, removal, remediation or handling of which is prohibited, controlled or regulated by any Environmental Law.

(ii) "**Environmental Law**" shall mean any federal, state, regional, county or local governmental statute, law, regulation, ordinance, order or code or any consent decree, judgment, permit, license, code, covenant, deed restriction, common law, or other requirement presently in effect or hereafter created, issued or adopted, pertaining to protection of the environment, health or safety of persons, natural resources, conservation, wildlife, waste management, and pollution (including, without limitation, regulation of releases and disposals to air, land, water and ground water), including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. 9601 et seq., Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 and Hazardous Waste and Solid Amendments of 1984, 42 U.S.C. 6901 et seq., Federal Water Pollution Control Act, as amended by the Clean Water Act of 1977, 33 U.S.C. 1251 et seq., Clean Air Act of 1963, as amended, 42 U.S.C. 7401 et seq., Toxic Substances Control Act of 1976, 15 U.S.C. 2601 et seq., Occupational Safety and Health Act of 1970, as amended, 29 U.S.C. 651 et seq., Emergency Planning and Community Right-To-Know Act of 1986, 42 U.S.C. 11001 et seq., National Environmental Policy Act of 1969, 42 U.S.C. 4321 et seq., Safe Drinking Water Act, as amended, 42 U.S.C. 300(f) et seq., and all amendments as well as any similar state or local statute or code and replacements of any of the same and rules, regulations, guidance documents and publications promulgated thereunder.

B. Tenant's Use of Hazardous Substances. Tenant shall not cause or permit any Hazardous Substances to be brought upon, produced, stored, used, discharged or disposed of in, on or about the Premises (except those products typically used in commercial office operations,

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provided Tenant complies with all applicable Laws) without the prior written consent of Landlord (which consent may be withheld in Landlord's sole discretion) and, if Landlord shall grant its consent, then Tenant may do so only in compliance with all applicable Laws.

C. Landlord's Representations and Warranties. Landlord represents, warrants and covenants to Tenant as follows:

(i) Except as permitted under Section 26C(ii) below, to the best knowledge of Landlord after due investigation, there are no Hazardous Materials on, in or under the Land as of the date hereof, other than those which may lawfully be on the Land under applicable Laws and/or those which Landlord intends to remove prior to the Commencement Date, and no Hazardous Substances will be introduced into or on the Building by Landlord during the Term; and

(ii) Landlord shall not cause or permit any Hazardous Substances to be brought upon, produced, stored, used, discharged or disposed of in, on or about the Building (except those products typically used in commercial office operations, provided Landlord complies with all applicable Laws) without the prior written consent of Tenant (which consent may be withheld in Tenant's sole discretion) and, if Tenant shall grant its consent, then Landlord may do so only in compliance with all applicable Laws.

27. LIMITATION ON LANDLORD'S LIABILITY. From and after the Commencement Date, it is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, covenants, undertakings and agreements herein made on the part of Landlord, while in form purporting to be representations, covenants, undertakings and agreements of Landlord are, nevertheless, each and every one of them, made and intended not as personal representations, covenants, undertakings and agreements by Landlord or for the purpose or with the intention of binding Landlord personally, but are made and intended for the purpose of binding only Landlord's interest in the Building to the terms of this Lease and for no other purpose whatsoever, and in the event of a default by Landlord, Tenant shall look solely to the interest of Landlord in the Building and proceeds therefrom. From and after the Commencement Date, no duty shall rest upon Landlord to sequester the Building or the rents, issues and profits arising therefrom, or the proceeds arising from any sale or other disposition thereof and no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against Landlord on account of this Lease or on account of any representation, covenant, undertaking or agreement of Landlord in this Lease contained, either expressed or implied, all such personal liability, if any, being expressly waived and released by Tenant herein and by all persons claiming by, through, or under Tenant. The foregoing limitation on Landlord's liability shall inure to and for the benefit of Landlord and its successors and assigns, Landlord's members and their successors and assigns and, if title to the Building is at any time held in a land trust, all beneficiaries of such land trust and their partners, agents and employees.

28. ROOF COMMUNICATIONS EQUIPMENT.

A. Subject to the terms and conditions of this Section 28, Tenant shall have the right to lease a reasonable amount of space on the roof of the Building (the "**Roof**") (in common with,

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but separate and distinct from the portions leased by Mesirow and other tenants of the building) during the Term for the purpose of installing (in accordance with Section 9 above), operating and maintaining up to three (3) dish/antenna or other communication devices reasonably approved by the Landlord, together with all cabling and other appurtenances necessary or desirable for the operation of such dish/antenna or other communication devices (collectively, the "**Dish/Antenna**"). The exact location of the space on the Roof shall be reasonably designated by Landlord (the "**Roof Space**"). Landlord's designation shall take into account Tenant's intended use of the Dish/Antenna and clearances and direction necessary for such intended use. Notwithstanding the foregoing, Tenant's right to install the Dish/Antenna shall be subject to the reasonable approval rights of Landlord and Landlord's architect and/or engineer with respect to the plans and specifications of the Dish/Antenna, the manner in which the Dish/Antenna is attached to the Roof and the manner in which and location of any cables are run to and from the Dish/Antenna. The precise specifications and a general description of the Dish/Antenna along with all documents Landlord reasonably requires to review the installation of the Dish/Antenna (the "**Dish/Antenna Plans and Specifications**") shall be submitted to Landlord for Landlord's written approval no later than thirty (30) days before Tenant commences to install the Dish/Antenna. Tenant shall be solely responsible for obtaining all necessary governmental and regulatory approvals and for the cost of installing, operating, maintaining and removing the Dish/Antenna. Tenant shall notify Landlord upon completion of the installation of the Dish/Antenna. If Landlord determines that the Dish/Antenna equipment does not comply with the approved Dish/Antenna Plans and Specifications, that the Building has been damaged during installation of the Dish/Antenna or that the installation was defective, Landlord shall notify Tenant in writing of any noncompliance or detected problems and Tenant shall cure the defects within ten (10) business days after such notice. If the Tenant fails to cure the defects within such time frame, Landlord may cure the defects and Tenant shall pay to Landlord upon demand the reasonable out-of-pocket cost of correcting any defects and repairing any damage to the Building caused by such installation.

B. Landlord agrees that Tenant, upon reasonable prior written notice (which may be oral) to Landlord, shall have access to the Roof and the Roof Space for the purpose of installing, maintaining, repairing, removing and replacing the Dish/Antenna which shall be performed by Tenant or Tenant's authorized representative or contractors, which shall be approved by Landlord, at Tenant's sole cost and risk. Tenant agrees to exercise firm control over the people requiring access to the Roof and the Roof Space in order to keep to a minimum the number of people having access to the Roof and the Roof Space and the frequency of their visits, Tenant shall have the use of the riser space allocated to it pursuant to Section 31 hereof in connection with its Dish/Antenna.

C. Tenant, in the course of the installation, maintenance, operation, removal and replacement of the Dish/Antenna, shall not damage the Building or the Roof, or interfere with the use of the Building and Roof by Landlord. Tenant agrees to be responsible for any damage caused to the Roof or other areas of the Building which may be caused by Tenant or any of its agents or representatives in connection with Tenant's activities under this Section 28 and shall repair any such damage in accordance with the terms and provisions of Section 8A.

D. Upon installation of the Dish/Antenna by Tenant, Landlord shall use commercially reasonable efforts to not permit any dish, antenna or other communication device

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installed after the installation of Tenant's Dish/Antenna by any other tenant of the Building or any third party to generate any electrical, electromagnetic, radio frequency or other interference with Tenant's Dish/Antenna. Tenant shall use commercially reasonable efforts to not permit the Dish/Antenna to generate any electrical, electromagnetic, radio frequency or other interference with any dish, antenna or other communication device installed by any other tenant of the Building or any third party prior to the date on which Tenant installs the Dish/Antenna.

E. Tenant shall, at its sole cost and expense, and at its sole risk, install, operate and maintain the Dish/Antenna in a good and workmanlike manner, and in compliance with all Building rules and regulations regarding Roof access and use (provided that Tenant has been notified of such rules and regulations) and Laws, including, without limitation, the Federal Communications Commission (the "**FCC**"), the Federal Aviation Administration ("**FAA**") or any successor agency of either the FCC or FAA having jurisdiction over radio or telecommunications, and of the state, city and county in which the Building is located. Tenant shall cooperate generally with Landlord and other carriers to permit the Roof to be and remain in compliance with all FCC and OSHA rules and regulations relating to radio frequency emission levels and maximum permissible exposure, including but not limited to the rules and regulations adopted in FCC document OET 65 (which rules and regulations have also been adopted by OSHA). If Tenant believes that the Dish/Antenna is excluded from coverage under FCC and OSHA rules and regulations, Tenant shall demonstrate to Landlord's reasonable satisfaction that any such Dish/Antenna is so excluded. Under this Lease, Landlord assumes no responsibility for the licensing, operation and/or maintenance of the Dish/Antenna. The Dish/Antenna shall be connected to Landlord's power supply in strict compliance with all applicable Building, electrical, fire and safety codes.

F. The Dish/Antenna and the appurtenances shall remain the personal property of Tenant, and shall be removed by Tenant at its own expense at the expiration or earlier termination of this Lease or Tenant's right to possession hereunder. Tenant shall repair any damage caused by such removal. Tenant agrees that at all times during the Term, it will keep the Roof and the Roof Space free of all trash or waste materials produced by Tenant or Tenant's agents, employees or contractors. Landlord agrees that at all times during the Term it will keep the roof free from trash or waste materials not produced by Tenant or Tenant's agents, employees or contractors.

G. In light of the specialized nature of the Dish/Antenna, Tenant shall be permitted to utilize the services of its choice for installation, operation, removal, repair and replacement of the Dish/Antenna and the appurtenances subject to the reasonable approval of Landlord. Notwithstanding the foregoing, Tenant must provide Landlord with prior written notice of any such installation, removal, repair or replacement and coordinate such work with Landlord in order to avoid voiding or otherwise adversely affecting any warranties granted to Landlord with respect to the Roof. If necessary, Tenant, at its sole cost and expense, shall retain any contractor having a then existing warranty in effect on the Roof to perform such work (to the extent that it involves the Roof), or, at Tenant's option, to perform such work in conjunction with Tenant's contractor. In the event the Landlord contemplates Roof repairs that could affect Tenant's Dish/Antenna, or which may result in an interruption of the Tenant's telecommunication service, Landlord shall formally notify Tenant at least ten (10) days in advance (except in cases of an

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emergency) prior to the commencement of such contemplated work in order to allow Tenant to make other arrangements for such service.

H. Tenant shall not allow any third-party provider of telecommunication, video, data or related services ("**Communication Services**") to locate any equipment on the Roof or in the Roof Space for any purpose whatsoever unless the Communication Services are serving Tenant and its Affiliates exclusively, nor may Tenant use the Roof Space and/or Dish/Antenna to provide Communication Services to an unaffiliated tenant, occupant or licensee, or to facilitate the provision of Communication Services on behalf of another Communication Services provider to an unaffiliated tenant, occupant or licensee. Nothing in this Section 28H shall be interpreted to prevent Tenant, a subtenant or assignee from receiving the benefits of this Section 28 for their exclusive use.

I. Tenant acknowledges that Landlord may at some time establish a standard license agreement (the "**License Agreement**") with respect to the use of Roof Space by tenants of the Building. Tenant, upon request of Landlord, shall enter into such License Agreement with Landlord provided that such agreement is reasonably acceptable to Tenant and does not materially alter the rights of Tenant hereunder with respect to the Roof Space.

J. Beginning on the date after the Commencement Date on which Tenant first uses the Roof Space for communications and ending on the last day Tenant uses the Roof Space for communications, Tenant shall pay to Landlord gross rent for such use in the amount of Ten and No/100 Dollars ($10.00) per square foot of Roof Space per year, increasing at the beginning of each Lease Year (commencing with the second Lease Year) by an amount equal to the CPI Factor, in twelve (12) equal monthly installments.

29. LOBBY CONFIGURATION AND BUILDING SIGNAGE.

A. Landlord, at its sole cost and expense, shall install: (1) mutually acceptable lobby signage for Tenant and Mesirow in the reception lobby of the Building, (2) mutually acceptable monument sign in the Building and/or outside the Building in a location reasonably acceptable to Tenant, and (3) directory signage for Tenant in the Building.

B. Landlord and Tenant shall work together to create a mutually acceptable lobby presence for Tenant. Tenant shall be entitled to maintain a reception desk in the reception lobby of the Building in a location proximate to its elevator lobby. The design of such desk shall be coordinated with a substantially similar installation for Mesirow. All costs of constructing, equipping, installing and operating the reception desk, including all electrical and other wiring, shall be the responsibility of Tenant and shall be incorporated into the Tenant Plans provided for in the Work Letter. As a part of Landlord's Work under the Work Letter, Landlord shall make available for use at such location power and voice/data lines for use in connection with such facility. In addition to the reception desk, the wall adjacent to the high-rise elevators facing the Building Lobby shall contain the name and, if requested by Tenant, a logo of Tenant, which name and logo will be installed at Tenant's sole cost and expense in connection with the construction of the Building by Landlord.

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C. Except as set forth in this Section 29, Landlord further agrees that the Building will not bear the name of a tenant in Building or any other name (other than "**351 North Clark**") during the term of the Lease without Tenant's consent which may be granted or withheld in Tenant's sole discretion. There shall be no signage provided to another law firm on the exterior of the Building or in the public spaces leading to or enclosed within the main lobby area of the Building, unless agreed to by Tenant in its sole discretion; provided, however, other law firms may be contained in the Building directories, without Tenant's consent. In addition, Tenant agrees to not unreasonably withhold, condition or delay its consent to the lobby signage in mid-rise elevator bank for tenants which are not law firms.

D. Anything in this Lease to the contrary notwithstanding, (A) no corporate signage shall be permitted on the exterior plaza or exterior of the Building other than that of Tenant and Mesirow (except that Landlord shall be entitled to install signage relating to the adjacent Westin Hotel pursuant to an agreement to be worked out with the owner thereof, and in the event another tenant leases the Mesirow space or at least 200,000 square feet thereof, such tenant shall be entitled to succeed to Mesirow's rights of corporate identification, so long as such tenant is a financial services firm or, if such tenant is not a financial services firm, another entity reasonably acceptable to Tenant); (B) signage on the plaza or on the exterior of the Building or in any ground floor lobby shall not refer to a law firm (other than Tenant) and no exclusive right to use the Building or any portion thereof shall be granted for the practice of law or training or consulting on legal or quasi-legal matters, and (C) Landlord shall, prior to December 31, 2006, be entitled to substitute "**353 North Clark**" or "**357 North Clark**" for the name and address of the Building without Tenant's approval.

E. Tenant shall have the right to assign its rights to such signage to any assignee (other than a financial services company firm) under a Permitted Agreement which is leasing or subleasing at least 200,000 rentable square feet in the Building, provided that such assignee's rights will supplant all rights of Tenant hereunder (except under Clause 3 of Section 29A if Tenant still occupies space in the Building) to such signage. Mesirow shall have the same right to assign its signage rights to an assignee which is a financial services firm or other firm reasonably acceptable to Tenant (not including a law firm).

F. Tenant acknowledges that Mesirow shall have rights similar to the ones set forth in this Section 29 under its lease with the Landlord; provided, however, that in no event shall Mesirow have larger or more prominent signage than Tenant.

30. GENERATOR.

A. Generator Rights. Subject to the terms of this Section 30 and all applicable Laws, Tenant shall have the right to use the Generator Area to install, maintain and operate (all in accordance and subject to Section 9 above) and otherwise subject to Landlord's approval (which will not be unreasonably withheld, conditioned or delayed), at its sole cost and expense, a supplemental generator, ventilation louvers, and related equipment (all in accordance with specifications set forth in the Work Letter) to service the Premises together with the use of a pathway designated by Landlord, and the right of access thereto, subject to conditions reasonably imposed by Landlord, for connecting the same to the Premises (such generator equipment and all cabling, conduit, wires, ventilation louvers, and other equipment or materials pertaining thereto

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are hereinafter referred to collectively as the "**Generator Equipment**"). All of the Generator Equipment, except for the cabling, conduit and wiring which is to be located in a pathway, shall be located in the Generator Area. Landlord shall designate a pathway to be used by Tenant in connection with the Generator Equipment and Tenant shall have access to the Generator Equipment and pathway at no cost to Tenant except the rent described in Section 30E below, subject to such restrictions and conditions as Landlord shall reasonably impose. Tenant shall furnish detailed plans and specifications for the Generator Equipment (or any modification thereof) to Landlord for its approval (which will not be unreasonably withheld, conditioned or delayed). Tenant's use of the Generator Area shall be a non-exclusive use (except with respect to the immediate areas surrounding the Generator Equipment, the use of which shall be exclusive to Tenant) and Landlord may permit the use of any other portion of the M Level of the Building to any other tenant of the Building for any use provided such use of other portions of the M Level of the Building do not unreasonably interfere with Tenant's use of the Generator Equipment. Tenant's use of the Generator Equipment and pathway shall not prevent or unreasonably interfere with Landlord's or any other tenant's or occupant's access to the M Level of the Building or any such person's rights to use the M Level of the Building for such purposes as are desired or permitted by Landlord. If Tenant's installation, maintenance, repair, operation or use of the Generator Equipment shall unreasonably interfere with the rights of Landlord (including, without limitation, Landlord's right to use the remainder of the M Level of the Building) or other tenants in the Building, Tenant shall cooperate with Landlord or such other tenants in eliminating such interference. Tenant shall secure and keep in full force and effect, from and after the time Tenant begins the installation of the Generator Equipment, such supplementary insurance with respect to the Generator Equipment as Landlord may reasonably require. In connection with the installation, maintenance, operation, repair and replacement of the Generator Equipment, Tenant, at Tenant's sole cost and expense, shall comply with all applicable Laws, and shall procure, maintain and pay for all permits required therefor. Landlord agrees to reasonably cooperate with Tenant to obtain any appropriate licenses or permits. For the purpose of installing, servicing, repairing or replacing the Generator Equipment, Tenant shall have access to the M Level of the Building and the designated pathway at reasonable times upon reasonable prior notice to Landlord (except in the case of an emergency, in which event Tenant shall use commercially reasonable efforts to notify (which may be telephonic or oral) Landlord prior to accessing the M Level of the Building and if Tenant fails to so notify Landlord, Tenant shall promptly after such entry, provide Landlord with written notice of such entry).

B. Maintenance and Repairs of Generator Equipment. Tenant, at its sole cost and expense, shall promptly repair any and all damage to the M Level of the Building or to any other part of the Building caused by the installation, maintenance, repair, replacement, operation or removal of the Generator Equipment. Tenant shall be responsible for all costs and expenses for repairs and maintenance of the M Level of the Building that result from Tenant's use of the Generator Area for the installation, maintenance, repair, replacement, operation and use of the Generator Equipment. All installations made by Tenant in the Generator Area or in any other part of the Building pursuant to the provisions of this Section 30 shall be at the sole risk of Tenant, and except for the negligence or willful misconduct of Landlord, its employees and agents, neither Landlord, nor any agent or employee of Landlord, shall be responsible or liable for any injury or damage to, or arising out of, Tenant's use, operation, maintenance, repair or replacement of the Generator Equipment

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C. Ownership of Generator Equipment. Upon the expiration of the Term or earlier termination of this Lease or the license specified in this Section 30, the Generator Equipment shall be deemed conveyed to Landlord as by bill of sale without further payment or credit to Tenant and Tenant shall not be required to remove the Generator Equipment. During the Term the Generator Equipment is the property of Tenant and Tenant shall have the right to depreciate the Generator Equipment in the manner it deems proper.

D. Rights Not Severable. The rights granted in this Section 30 are given in connection with, and as part of the rights created under this Lease and are not separately transferable or assignable but shall inure to and benefit Tenant and its permitted successors and assigns. Tenant shall use the Generator Equipment solely in connection with its use permitted under this Lease.

E. Rent. Tenant shall pay gross rent of for the Generator Area as provided on Exhibit B, subject to adjustment pursuant to Section 2B(ii).

F. Refueling. Landlord hereby agrees to allow Tenant, at Tenant's sole cost and expense, to refuel to the Generator Equipment in the same manner as Landlord refuels its generator equipment, provided, however, that Landlord shall have priority over Tenant with respect to all such refueling requirements. Tenant shall provide Landlord with reasonable prior notice of its intent to refuel the Generator Equipment and otherwise comply with all of the terms of this Section 30 with respect to refueling the Generator Equipment.

31. COMMUNICATIONS, ELECTRICAL AND COMPUTER LINES.

A. Tenant Installation. Tenant may install, maintain, replace, remove or use any voice, video, data and other communications and/or computer wires, cables, fiber optics, devices and other medium (collectively the "**Lines**") at the Building in or serving the Premises, including, without limitation, fiber optic cable lines, through the shell of the Building to Tenant's riser space in the Building at locations reasonably specified by the Landlord, provided: (i) Tenant shall obtain Landlord's prior written consent (which consent shall not be unreasonably withheld, conditioned or delayed); (ii) Tenant shall use an experienced and qualified contractor approved in writing by Landlord, and comply with all of the other provisions of Section 9 above; (iii) any such installation, maintenance, replacement, removal or use shall comply with all Laws applicable thereto and good work practices; (iv) the installation, use and operation of the Lines shall not unreasonably interfere with the use or operation of any then existing Lines at the Building and, if Tenant at any time uses any equipment that may create an electromagnetic field exceeding the FCC Class A insulation ratings of standard twisted pair cable or cause radiation in higher than FCC Class A background radiation, the Lines therefor (including riser cables) shall be sufficiently insulated to prevent such excess electromagnetic fields or radiation; (v) Tenant shall pay all costs in connection with the installation, operation, use and maintenance thereof (which maintenance may, at Tenant's option, be performed by Landlord or under Landlord's supervision by reputable contractors who routinely engage in this type of work selected by Tenant which contractors are subject to Landlord's reasonable approval); and (vi) Tenant shall not be entitled at any time to utilize more than Tenant's Proportionate Share of the riser space in the Building except as otherwise consented to by Landlord; provided, however, in no event shall

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the total amount of riser space in the Building be less than the total amount specified in the Base Building Requirements.

B. Landlord Installation. Landlord shall reserve riser space for Tenant at the Building in the proportion thereof that reasonably approximates Tenant's Proportionate Share (or such greater share to the extent expressly provided in any written instruments executed by Landlord and delivered to Tenant. Landlord may (but shall not have the obligation to): (i) install new Lines at the Building (ii) create additional space for Lines at the Building, and (iii) reasonably direct, monitor and/or supervise the installation, maintenance, replacement and removal of, the allocation and periodic reallocation of available space (if any) for, and the allocation of excess capacity (if any) on, any Lines hereafter installed at the Building by Landlord, Tenant or any other party (but Landlord shall have no right to monitor or control the information transmitted through such Lines), and all costs and expenses incurred by Landlord in connection therewith shall be deemed Expenses, unless such costs and expenses are incurred solely to install, maintain, remove, or replace Lines used exclusively by Tenant or another tenant of the Building, in which case Tenant (in the case of Tenant's lines) shall pay to Landlord all reasonable and documented out-of-pocket expenses incurred by Landlord in connection therewith, within ten (10) business days after Landlord's demand therefor. Landlord shall competitively bid all work performed by Landlord under this Section 31. Notwithstanding anything herein to the contrary, no work which Landlord is authorized to perform pursuant to this Section 31B shall interfere with Tenant's use of the Premises in any material manner nor shall it reduce the useable square footage in the Premises.

32. FIRST HOLD SPACE.

A. First Hold Rights. Tenant is hereby granted the option to lease all or any portion of Floor 29 of the Building as depicted on Exhibit A-9 as determined by Tenant in accordance with this Section 32 (the "**First Hold Space**"), which option shall be exercisable by written notice from Tenant to Landlord given on or before December 31, 2006 (the "**First Hold Expiration Date**"). Tenant's failure to exercise its option with respect to all or a portion of the First Hold Space shall not preclude such space from being Potential Eighth Year Space under Section 20B above.

B. Terms. In the event Tenant exercises its option under this Section 32, subject to the terms of this Section 32, the First Hold Space shall be leased on all of the terms and conditions set forth in this Lease and the Work Letter applicable to the initial High Rise Premises, and such First Hold Space shall for all purposes hereunder and under this Lease and the Work Letter constitute a part of the Premises. The First Hold Space shall be included within the definition of Phase I floors for all purposes of the Work Letter; provided, however, that Landlord shall as part of Landlord's Work construct any necessary demising walls to separate the First Hold Space from the rest of Floor 29. Promptly following Tenant's exercise of any option to lease the First Hold Space, Landlord shall prepare an amendment to this Lease in a form reasonably satisfactory to Landlord and Tenant, to reflect changes in the size of the Premises, Base Rent, Tenant's Proportionate Share, the Landlord's Contribution and any other mutually agreed upon terms due to the addition of the First Hold Space, and the parties shall promptly execute and deliver such amendment. Without limiting the foregoing, the commencement and the expiration of the term of this Lease with respect to the First Hold Space shall be the same as

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the Commencement Date and the Expiration Date set forth in this Lease for the initial Premises (as the same may be adjusted pursuant to the terms of this Lease).

33. MILESTONES AND GUARANTY.

A. Evidence of Zoning and Site Acquisition. The Landlord represents and warrants that all zoning approvals required to construct the Building on the Land have been obtained and that fee title to the Land is vested in Landlord. At the request of Tenant, Landlord shall deliver to Tenant evidence reasonably satisfactory to Tenant showing Landlord's compliance with the representation and warranty set forth in this Section 33A.

B. Evidence of Financing and Equity Capital and Site Acquisition. The obligations of Tenant hereunder are expressly subject to and contingent upon receipt by Tenant of copies, on or before December 31, 2006 (the "**Financing Date**"), of executed commitment letters (or other evidence acceptable to Tenant in its reasonable discretion) (collectively, the "**Commitments**") for construction financing and equity investments in an aggregate amount sufficient to provide one hundred percent (100%) of the funds to construct the Building as provided in this Lease and the Work Letter and to operate the Building and service Landlord's financing until the date on which ninety percent (90%) of the office portion of the Building is projected by Landlord to be leased and occupied (collectively, the "**Loans**"). Landlord shall use commercially reasonable efforts to obtain the Commitments on or before the Financing Date. The construction financing shall be provided by a bank or banks or other financial institutions with available resources sufficient to fund such financing and with experience in construction financing of projects similar to the Building and shall be without material conditions (other than those customarily contained in commitment letters for construction financing for similar buildings) and shall not be subject to any condition requiring either the execution of any other leases of space in the Building (except Mesirow) or any TIF. The Commitments for the equity investment shall be from reputable investors with sufficient funds available for such investment and shall not be subject to any material conditions (other than the closing of the construction financing provided in the Commitment therefor). If Tenant does not receive the Commitments by the Financing Date in addition to all other remedies available to Tenant under this Lease, Tenant may, at any time prior to its receipt of the Commitments, terminate this Lease by written notice to Landlord. In the event of any such termination, Landlord shall promptly pay to Tenant, as liquidated damages and not as a penalty, an amount equal to the sum of (1) Eight and 33/100 Dollars ($8.33) per rentable square foot of the Premises, (2) all reasonable costs and expenses incurred by Tenant prior to the date of termination by Tenant in connection with negotiating this Lease and preparing the Premises and the Building for occupancy, including, without limitation, the fees paid to Tenant's consultants, project management fees and the costs of any designs or plans, and (3) any cost incurred by or to be incurred by Tenant in locating, securing, renting and occupying a substitute premises in excess of the amount of net effective rent which would have been paid by Tenant under the terms and conditions of this Lease during the initial Term (collectively, the "**Transaction Costs**").

C. Commencement of Construction and Loan Closing. In the event that construction of the Building has not commenced or the Loans have not been closed with the applicable lenders or investors (as hereinafter provided) on or before March 1, 2007 (the "**Construction Commencement Date**"), Tenant may terminate this Lease at any time prior to both the

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commencement of the construction and closing of the Loans by prior written notice to Landlord. In the event of any such termination by Tenant, Landlord shall promptly pay Tenant all Transaction Costs. The Construction Commencement Date shall be extended by events of Force Majeure but not more than ten (10) business days in the aggregate. For purposes of this Section 33C, the commencement of construction shall be deemed to have occurred if and only if (i) Landlord has entered into a guaranteed maximum price contract providing for construction of the Building consistent with the Construction Schedule (as hereinafter defined) with the general contractor for the construction of the Building and has furnished to Tenant an executed copy thereof, (ii) such contractor shall have been given notice (a copy of which shall be furnished to Tenant) directing such contractor to proceed with the construction of the Building, (iii) all municipal or other permits necessary to commence the excavation and site work on the Land shall have been obtained, and (iv) the contractor or its subcontractors shall have commenced the excavation and site work on the Land.

D. Completion of Foundations. In the event that the caisson foundations of the Building have not been completed for any reason, including events of Force Majeure, on or before August 1, 2007, such occurrence shall constitute a "**Milestone Event**" and the remedies set forth in Section 33I below shall apply.

E. Commencement of Steel Installation. In the event that (i) installation of the structural steel of the Building has not been commenced for any reason, including events of Force Majeure, on or before December 4, 2007 such occurrence shall constitute a "Milestone Event" and the remedies set forth in Section 33I below shall apply and/or (ii) structural steel of the Building has not been completed as to two (2) full floors of the Building for any reason, including events of Force Majeure, on or before January 15, 2008, such occurrence shall constitute a "Milestone Event" and the remedies set forth in Section 33I below shall apply.

F. Completion of Installation of Steel. In the event that installation of the structural steel of the Building has not been completed for any reason, including events of Force Majeure, on or before September 3, 2008 such occurrence shall constitute a "Milestone Event" and the remedies set forth in Section 33I below shall apply.

G. Curtain Wall Close-In. In the event that the curtain wall close-in at the Building (except for the portions where the exterior hoist is located) has not been completed for any reason, including events of Force Majeure, on or before December 15, 2008, such occurrence shall constitute a "Milestone Event" and the remedies set forth in Section 33I below shall apply.

H. Other Delay. In the event that completion of any other material component of the Building has not been completed for any reason, including events of Force Majeure, on or before the date that is sixty (60) days after the date designated on the Construction Schedule annexed hereto as Exhibit S ("**Construction Schedule**") as the date on which such work is to be completed, such occurrence shall constitute a "Milestone Event" and the remedies set forth in Section 33I below shall apply.

I. Effect of Milestone Event. From time to time, but not less frequently than monthly, Landlord shall furnish to Tenant a current progress report with respect to Landlord's compliance with the Construction Schedule setting forth the then current status of construction

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and Landlord's reasonable projections of future construction. Upon the occurrence of a Milestone Event (other than by reason of Tenant Delays), Landlord shall either (i) promptly demonstrate to Tenant's reasonable satisfaction that such delay (taken together with all other delays not resulting from Tenant Delays) will not delay any applicable Phase Delivery Date (as defined in the Work Letter) or any other dates for Landlord's performance of its obligations under the Work Letter beyond the applicable dates set forth in the Work Letter or (ii) immediately undertake, at its sole cost and expense, such commercially reasonable actions as may be necessary or appropriate to bring the construction of the Building in compliance with the Construction Schedule or otherwise to mitigate the effect of any such delay (which actions shall include, without limitation, such overtime work as may be necessary therefor). Landlord shall promptly advise Tenant of any such action taken or to be taken by Landlord and shall provide Tenant, on a weekly basis, with a progress report regarding Landlord's efforts to bring the construction into compliance with the Construction Schedule or otherwise to mitigate the effect of any such delay.

J. Delay. Notwithstanding anything to the contrary set forth in this Lease or the Work Letter, in addition to the other rights and remedies expressly set forth in this Section 33 and Paragraph 2 of the Work Letter, Tenant's sole and exclusive remedies under this Lease, the Work Letter, at law or in equity, in the event that a Floor Delivery Date or other Delivery Date does not occur when required under this Lease or the Work Letter are set forth in Paragraph 2 of the Work Letter.

K. Guaranty. The obligations of the Landlord under the Lease to complete the Core & Shell and Landlord's Work in the manner and at the times required by this Lease and the Work Letter, including, without limitation, this Section 33, and to indemnify Tenant for all damages it incurs if the Premises are not delivered to Tenant in the condition and at the times as required by this Lease, including, without limitation, payment of the Transaction Costs (collectively, "**Landlord's Construction Obligations**") shall be guaranteed by Mesirow Financial Holdings Inc. ("**Landlord Guarantor**") pursuant to a guaranty from Landlord Guarantor substantially in the form of Exhibit T attached hereto (the "**Landlord Guaranty**"). The Landlord Guaranty shall be executed and delivered to Tenant simultaneously with the execution and delivery of this Lease by the parties hereto. Notwithstanding anything to the contrary in this Lease or the Work Letter, in no event, including the transfer of Landlord's interest in the Building, shall the Landlord Guaranty be released until such time as is provided for such release in the Landlord Guaranty.

L. Building Certificate of Occupancy. Notwithstanding anything herein or in the Lease to the contrary, if Landlord has not substantially completed Landlord's Work and obtained a temporary certificate of occupancy for the Building (the "**Certificate**"), and delivered evidence of the same to Tenant, on or before September 1, 2009, which date may be extended by Tenant Delays but not Force Majeure Delays (the "**Certificate Date**"), Landlord shall indemnify and hold Tenant harmless for all losses and damages incurred by Tenant as a result of Landlord's failure to obtain the Certificate by the Certificate Date, including, without limitation, the Transaction Costs and the Holdover Costs (as defined in the Work Letter).

34. AMENITIES.

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A. Loading Docks. During the Term, Tenant shall have the right, at no additional charge, to the use of and access to truck docks located in the Building, twenty-four (24) hours a day, seven (7) days a week, fifty-two (52) weeks a year; provided, however, that such use shall be subject to advance scheduling by Landlord and Landlord's right to allow the use thereof by other tenants, which use may from time to time interfere with Tenant's desired use thereof. Notwithstanding the foregoing, Landlord shall use commercially reasonable efforts to permit Tenant to the use of such docks at all times at which Tenant requires such use.

B. Access. Tenant shall at all times have access to the truck docks described in Section 34A above and the entrance and exit to the Building's parking garage. Landlord shall use commercially reasonable efforts (including, without limitation, securing "no-parking" signs from the City of Chicago and paying any fees charged by the City of Chicago in connection with such signs) to: (i) prevent vehicles from parking or stopping in the alley or street adjacent thereto in a manner that would interfere with such access and (ii) cause the City of Chicago to maintain the alley as a "no parking" zone and enforce such "no parking" restrictions.

C. Health Club. The Building shall have a private fitness facility of corporate headquarters quality comparable to the fitness facilities provided in the Class A buildings (the "**Health Club**") in accordance with the requirements of the Work Letter and in the location shown on Exhibit U attached hereto, or such other location as may be reasonably acceptable to Tenant, which Tenant's partners, employees and subtenants shall have the right to use. All costs of operating, maintaining, repairing and replacing the Health Club shall be paid by Landlord. Landlord and Tenant shall cooperate to determine the optimal program for the Health Club on a "break-even" basis.

D. Cafeteria and Kitchen. Landlord shall make available for use by Tenant and its partners, employees and subtenants in the location shown on Exhibit U attached hereto, or at such other location as may be reasonably acceptable to Tenant, a cafeteria and catering facility (the "**Cafeteria**") in accordance with the requirements of the Work Letter which is available for use by Tenant and its subtenants, in accordance with the Rules and Regulations and reasonable security requirements. The nature and extent of the available food service shall be subject to Tenant's written approval which shall not to be unreasonably withheld, conditioned or delayed. Tenant and Landlord shall cooperate to determine the optimal program for these functions pursuant to that certain Cafeteria Agreement between Landlord and Tenant dated of even date herewith (the "**Cafeteria Agreement**") in the form attached hereto as Exhibit V.

35. INDIVIDUAL PARTNER EXCULPATORY PROVISIONS. It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, warranties, covenants, undertakings and agreements herein made on the part of Tenant while in form purporting to be the representations, warranties, covenants, undertakings and agreements of Tenant as a limited liability partnership are nevertheless each and every one of them made and intended, not as personal representations, warranties, covenants, undertakings and agreements by the individual partners of Tenant or for the purpose or with the intention of binding the individual partners of Tenant personally, but are made and intended for the purpose only of subjecting Tenant and Tenant's assets to the terms of this Lease, and in case of Default hereunder by Tenant, or any other claim arising out of the use or occupancy of the Premises or the Building, the Landlord shall look solely to the Tenant and

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Tenant's assets other than Tenant's claims, if any, against the partners of Tenant; that this Lease is executed and delivered by Tenant's authorized partner, not in his or her own right, but solely in the exercise of the powers conferred upon him as such partner; that neither the such authorized partner nor any of Tenant's other partners shall have any personal liability to pay any Rent accruing or due hereunder or to perform any covenant, either express or implied, herein contained, and that no personal liability or personal responsibility of any sort is assumed by, nor shall at any time be asserted or enforceable against the individual partners of Tenant, or their respective agents, on account of this Lease or on account of any representation, warranty, covenant, undertaking or agreement of Tenant in this Lease contained, either express or implied, or on account of any other act or omission in or about the Premises or the Building, all such personal liability, if any, being expressly waived and released by Landlord and by all persons claiming by, through or under Landlord. Nothing in this Section 35 shall limit or waive any of Landlord's self-help, termination or similar equitable remedies (including, without limitation, the right to evict Tenant or any partners of Tenant in the event of a Default by Tenant) or Landlord's indemnification rights under Section 11B and elsewhere in this Lease. This Section shall inure to the benefit of all present and future partners of Tenant as third party beneficiaries. The term "**partner**" herein shall include the individual partners constituting Tenant's partnership, members of a limited liability company, shareholders of a professional corporation and officers and directors, whether of Tenant or of any other entity that is an Affiliate of Tenant. Nothing in this Section 35 shall in any way waive or limit Landlord's ability to sue, seek damages from or file any other claim in connection with a tort against an individual who is personally and not vicariously the tortfeasor, regardless of whether such individual tortfeasor or tortfeasors are or are not individual partners constituting Tenant's partnership, members of a limited liability company, shareholders of a professional corporation or officers or directors, whether of Tenant or of any other entity that is an Affiliate of Tenant. The terms of this Section 35 shall only apply so long as Jenner & Block LLP or a transferee under a Permitted Assignment is the tenant under this Lease.

[Signature Page follows]

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

LANDLORD: **351 MORTGAGE LOAN BORROWER LLC**, a Delaware limited liability company

By: South Parcel Development, LLC, an Illinois limited liability company, its Manager

By: SMIH South Parcel LLC, an Illinois limited liability company, its Manager

By: Mesirow Financial Real Estate, Inc., an Illinois corporation, its Manager

By: Michael Szkatulski
Name: MICHAEL SZKATULSKI
Title: SENIOR MANAGING DIR.

TENANT: **JENNER & BLOCK LLP**, an Illinois limited liability partnership

By: [illegible]
Name: [illegible]
Title: Managing Partner

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FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE AGREEMENT (this "**First Amendment**") is made this 29th day of December, 2006 between 351 MORTGAGE LOAN BORROWER LLC, a Delaware limited liability company ("**Landlord**"), and JENNER & BLOCK LLP, an Illinois limited liability partnership ("**Tenant**").

RECITALS:

A. The parties hereto are parties to that certain Lease Agreement dated June 30, 2006, pursuant to which Tenant agreed to lease from Landlord a portion of the building to be constructed at 351 North Clark Street (address subsequently changed to 353 North Clark Street), Chicago, Illinois (the "**Original Lease**").

B Section 32 of the Original Lease provided for Tenant to have the option, exercisable on or before December 31, 2006, to add all or part of Floor 29 of said building to the premises demised under the Original Lease.

C. On November 22, 2006, Tenant notified Landlord of its exercise of the foregoing option.

D. The parties are desirous of confirming the satisfaction of certain Landlord obligations under the Original Lease.

NOW THEREFORE IT IS HEREBY AGREED AS FOLLOWS:

1. All capitalized terms not defined herein shall have the meaning set forth in the Original Lease.

2. Pursuant to Tenant's exercise of the option under Section 32 of the Original Lease, the entirety of the 29th Floor of the Building (the "**First Hold Space**"), consisting of 28,392 rentable square feet, shall be added to the Premises, which space is depicted on Exhibit A attached hereto. Such addition shall be on the terms and conditions set forth in Section 32 of the Original Lease. As a result of such addition, the Original Lease is hereby amended in the following respects:

(a) The First Hold Space is hereby added to the Premises. The parties agree that for all purposes under the Original Lease, the First Hold Space shall be deemed a part of the Administrative Premises and the Phase I Premises under the Work Letter.

(b) Exhibit B annexed to the Original Lease is hereby replaced with Revised Exhibit B annexed to this Amendment as Exhibit B hereto.

(c) The Landlord's Contribution, as set forth in Paragraph 10(b) of the Work Letter, is hereby increased from $33,105,112.81 to $35,534,294.08, and the Work Letter

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is hereby amended to reflect such increase to the Premises and to correct an error in the Work Letter.

(d) Paragraph 3 of the Schedule is hereby amended to reflect that the Premises (excluding the portions not located in the Office Section) contain 411,232 rentable square feet, including 56,784 rentable square feet in the Administrative Premises, and that the Tenant's Proportionate Share is 36.3562%, all subject adjustment as provided in Section 1E of the Original Lease.

3. Tenant hereby acknowledges that it has received from Landlord the Commitments prior to the Financing Date, as provided in Section 33B of the Original Lease. Tenant hereby acknowledges that it has received from Landlord (a) a copy of an executed guaranteed maximum price contract with the general contractor for construction of the Building (the "**Contractor**"); and (b) a copy of a notice from Landlord to the Contractor regarding proceeding with construction of the Building.

4. In all other respects, the Original Lease is hereby ratified, confirmed and approved except as modified hereby.

5. Schedule 7 annexed to the Work Letter contains a diagram of the floor loading specifications for the High Rise Premises. It is hereby agreed that the diagram annexed hereto as Exhibit C is hereby substituted for Schedule 7 to the Work Letter.

6. Except as modified herein, the Lease and all of the terms and provisions thereof shall remain unmodified and in full force and effect as originally written. In The Recitals set forth above in this Amendment are hereby incorporated by this reference. This Amendment shall be binding upon and shall inure to the benefit of the parties hereto and their respective beneficiaries, successors and assigns.

7. This Amendment may be executed in any number of counterparts and by each of the undersigned on separate counterparts, which counterparts taken together shall constitute one and the same instrument.

8. This Amendment is expressly contingent upon Landlord obtaining the approval hereof of Hypo Real Estate Capital Corporation, Transwestern Mezzanine Real Estate Partners II, LLC and SPD/MM Investor LLC (collectively, "**Lenders**") pursuant to their respective loan documents. In the event that Landlord has not obtained the approval of this Amendment from both Lenders ("**Approvals**"), and delivered true, correct and complete copies of such Approvals to Tenant by February 7, 2007, then this Amendment, without further action or notice by either party, shall automatically terminate and the parties shall have no further rights or obligations hereunder (except that each party to this Amendment shall have an obligation to physically cancel all original copies of this Amendment in such party's possession or control). At either party's request the other party to this Amendment shall deliver written confirmation of such cancellation to the requesting party.

[Signature Page follows]

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

351 MORTGAGE LOAN BORROWER LLC, a Delaware limited liability company

By: 351 Mezzanine LLC, a Delaware limited liability company, Manager

By: South Parcel Development, LLC, an Illinois limited liability company, Manager

By: SMIH South Parcel, LLC, an Illinois limited liability company, Authorized Member

By: Mesirow Financial Real Estate, Inc., Manager

By: ______________________
Name: Michael Szkatulski

JENNER & BLOCK LLP

By: ______________________
Gregory Gallopoulos, Managing Partner

1492422

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EXHIBIT A

SITE PLAN OF FIRST HOLD SPACE

[See Attached]

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DRAFT

JENNER & BLOCK

JENNER & BLOCK EXPANSION

LOHAN ANDERSON DESIGN ARCHITECT
A. EPSTEIN & SONS INTERNATIONAL ARCHITECTURE & ENGINEERING

29TH-33RD LEVEL
SCALE: 1/32" = 1' - 0"
06.05.2006

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EXHIBIT B
REVISED EXHIBIT B TO THE ORIGINAL LEASE

BASE RENT

[See Attached]

EXHIBIT B

BASE RENT

JENNER & BLOCK

LEASE YEAR		Receiving Room Area**	Storage Area**	Generator Area**	Administrative Premises	Data Center	Attorney Premises	Total Annual Base Rent*	Monthly Base Rent*
	Rentable Sq. Ft.	838	3,985	1,423	56,784	7,517	346,931		
1	Base Rent/RSF	$20	$15	$10	$28.95	$27.30	$28.95	$11,983,528.35	$998,627.36
2		$20	$15	$10	$29.45	$27.80	$29.45	$12,189,144.35	$1,015,762.03
3		$20	$15	$10	$29.95	$28.30	$29.95	$12,394,760.35	$1,032,896.70
4		$20	$15	$10	$30.45	$28.80	$30.45	$12,600,376.35	$1,050,031.36
5		$20	$15	$10	$30.95	$29.30	$30.95	$12,805,992.35	$1,067,166.03
6		$20	$15	$10	$31.45	$29.80	$31.45	$13,011,608.35	$1,084,300.70
7		$20	$15	$10	$31.95	$30.30	$31.95	$13,217,224.35	$1,101,435.36
8		$20	$15	$10	$32.45	$30.80	$32.45	$13,422,840.35	$1,118,570.03
9		$20	$15	$10	$32.95	$31.30	$32.95	$13,628,456.35	$1,135,704.70
10		$20	$15	$10	$33.45	$31.80	$33.45	$13,834,072.35	$1,152,839.36
11		$20	$15	$10	$33.95	$32.30	$33.95	$14,039,688.35	$1,169,974.03
12		$20	$15	$10	$34.45	$32.80	$34.45	$14,245,304.35	$1,187,108.70
13		$20	$15	$10	$34.95	$33.30	$34.95	$14,450,920.35	$1,204,243.36
14		$20	$15	$10	$35.45	$33.80	$35.45	$14,656,536.35	$1,221,378.03
15		$20	$15	$10	$35.95	$34.30	$35.95	$14,862,152.35	$1,238,512.70

*Total Base Rent does not include rental of Roof Area, for which no measurement has yet been made and CPI escalations (see next note).

**Base Rent for Receiving Room Area, Storage Area and Generator Area are subject to escalation by CPI Factor per Lease, not included in this Exhibit

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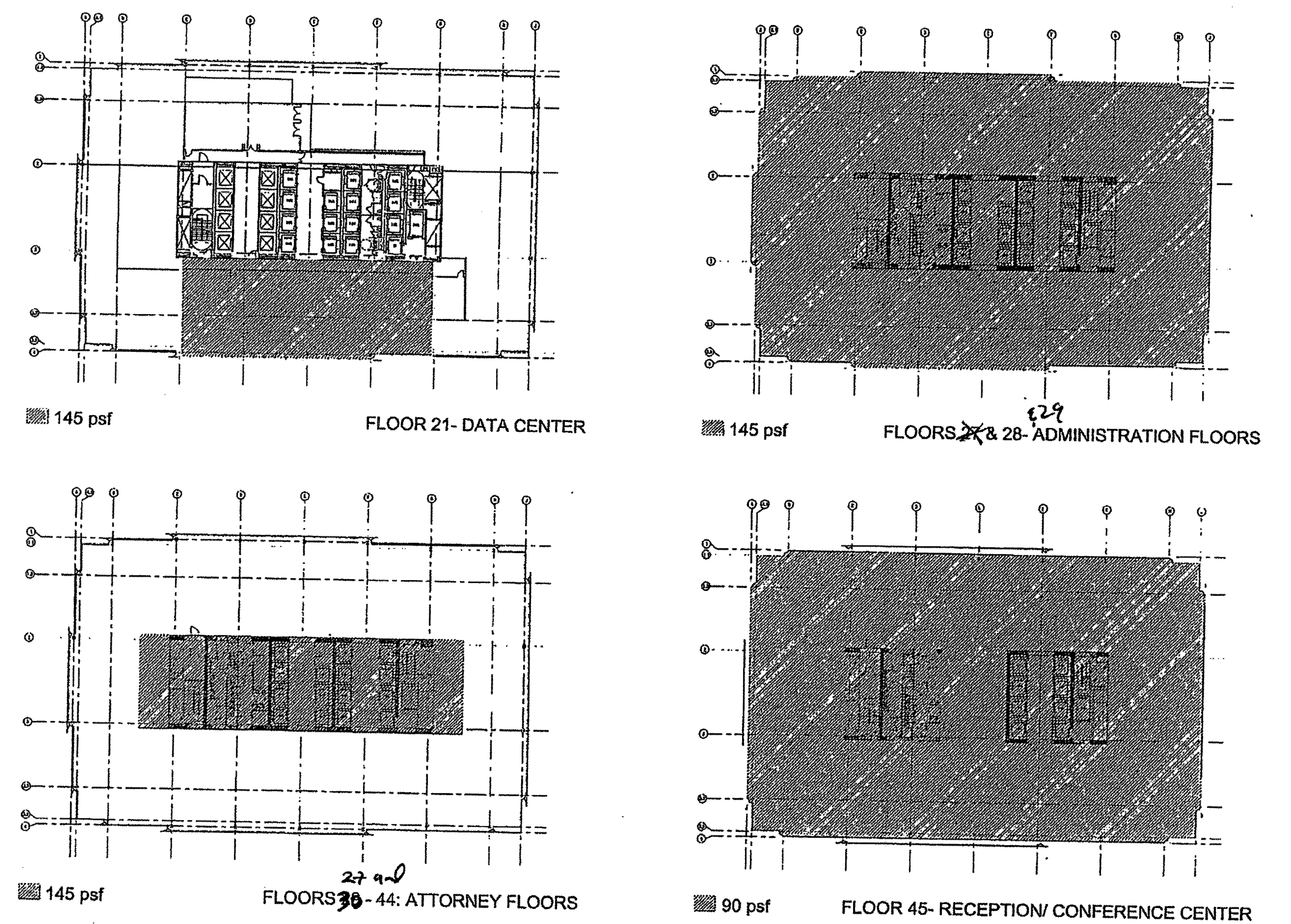
EXHIBIT 7

REVISED FLOOR LOADING DIAGRAM (SCHEDULE 7 TO THE WORK LETTER)

[See attached]



35 N Clark
LOHAN ANDERSON DESIGN ARCHITECT
A. EPSTEIN & SONS INTERNATIONAL ARCHITECTURE & ENGINEERING

JENNER & BLOCK: FLOOR LOADING DIAGRAM
SCALE: 1/64" = 1' - 0"
06.07.2006

FILED DATE: 6/22/2020 6:07 PM 2020L005476

SECOND AMENDMENT TO LEASE AGREEMENT

THIS SECOND AMENDMENT TO LEASE AGREEMENT (this "**Second Amendment**") is made as of this 2nd day of September, 2008 between 351 MORTGAGE LOAN BORROWER LLC, a Delaware limited liability company ("**Landlord**"), and JENNER & BLOCK LLP, an Illinois limited liability partnership ("**Tenant**").

RECITALS:

A. The parties hereto are parties to that certain Lease Agreement dated June 30, 2006, pursuant to which Tenant agreed to lease from Landlord a portion of the building to be constructed at 351 North Clark Street (address subsequently changed to 353 North Clark Street), Chicago, Illinois (as amended by First Amendment thereto dated December 29, 2006, the "**Lease**").

B. The Lease contains certain provisions for the Tenant to add certain expansion space to the original premises.

C. Landlord has advised Tenant that it is desirous of leasing space in the Building to SSI (US), INC. ("**Spencer Stuart**"), and that it will be unable to consummate that lease (the "**Spencer Stuart Lease**") unless Tenant agrees to execute this Second Amendment to the Lease.

D. Tenant has a financial interest in Landlord and will benefit from the Spencer Stuart Lease.

F. All capitalized terms not defined in this Second Amendment shall have the meaning ascribed thereto in the Lease or the Spencer Stuart Lease, as applicable.

NOW THEREFORE IT IS HEREBY AGREED AS FOLLOWS:

1. Attached to this Second Amendment as Exhibit A is a CD ROM which contains a true and complete copy of the Spencer Stuart Lease.

2. If at any time during the term of the Spencer Stuart Lease the tenant thereunder (the "**Spencer Stuart Tenant**") fails to meet the Occupancy Condition (as defined in the Spencer Stuart Lease), the Landlord shall give written notification to Tenant of such failure.

3. If the Spencer Stuart Tenant expands onto Floor 27 and at any time thereafter fails to meet the Occupancy Condition, Landlord will send the Restoration Notice to the Spencer Stuart Tenant if Tenant exercises its Seventeenth Year Expansion Option.

4. Tenant shall have until the later of (a) six (6) months after the date that the Spencer Stuart Tenant has occupancy of part of Floor 27 and does not satisfy the Occupancy Condition, or (b) the date which is twelve (12) months prior to commencement of Tenant's Seventeenth Year Expansion Option to inform Landlord to send the Restoration Notice to the Spencer Stuart Tenant.

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5. Pursuant to Sections 29A and 29D of the Lease, Tenant hereby approves the external monument signage as depicted on Exhibit B and located as shown on Exhibit C annexed hereto. Spencer Stuart may be identified on such monument signage as long as it is listed below Tenant's name and is in no larger letters.

6. Pursuant to Section 29C of the Lease, Tenant hereby approves Spencer Stuart having exclusive signage rights in the mid-rise elevator bank provided that (a) Spencer Stuart maintains the Occupancy Condition, and (b) such signage shall be substantially as depicted and located as shown on Exhibit D annexed hereto.

7. The approvals provided by Tenant above in Paragraphs 4 and 5 of this Second Amendment shall be applicable only to signage for Spencer Stuart and not for any sublessee or assignee of Spencer Stuart. Nothing contained in this Second Amendment shall be deemed to be an approval by Tenant of any of the terms and conditions of the Spencer Stuart Lease except as otherwise expressly provided herein. Tenant also approves of the provisions of the Spencer Stuart Lease which deal with the Spencer Stuart Tenant's right to expand on to Floor 27 subject to its obligations to vacate that space and/or give Tenant the right to sublease or assign it to Tenant as provided in the Spencer Stuart Lease.

8. Tenant's lobby signage in the Building lobby shall be substantially as depicted on Exhibits E-1 or E-2 annexed hereto, the choice to be in Tenant's sole discretion.

9. All lobby signage for Mesirow and Tenant (both in their respective elevator lobbies and on the "blue pearl" walls will be at least as large, or larger, than the Spencer Stuart signage referred to in Paragraph 6 above and all lobby signage for Mesirow and Tenant shall be of substantially equivalent size and prominence. Tenant approves the "so called" Plan B signage for the elevator lobbies shown on Exhibit F attached hereto.

10. Landlord agrees that, except for sprinkler lines above the drop ceiling and a maximum of a half inch copper water line coming down from above the drop ceiling to supply a single filtered water dispenser, it will not permit water pipes or running water to be located on that portion of Floor 22 that is directly above the premises leased to Tenant on Floor 21.

11. Landlord agrees that without the prior written consent of Tenant (which may be granted or withheld in its sole discretion), Landlord will neither execute an amendment to, nor in any other way modify, the Spencer Stuart Lease which would have the effect of changing the rights of Tenant as set forth herein with respect to Floor 27, nor grant the Spencer Stuart Tenant the right to lease any portion of Floor 27 beyond May 31, 2035. Notwithstanding the immediately preceding sentence only, Landlord and Spencer Stuart may enter into an amendment which has the effect of permitting occupancy of Floor 27 by the Spencer Stuart Tenant earlier than now provided in the Spencer Stuart Lease.

12. In all other respects, the Original Lease is hereby ratified, confirmed and approved except as modified hereby.

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

351 MORTGAGE LOAN BORROWER LLC, a Delaware limited liability company

By: 351 Mezzanine LLC, a Delaware limited liability company, Manager

By: South Parcel Development LLC, an Illinois limited liability company, Manager

By: SMIH South Parcel LLC, an Illinois limited liability company, Authorized Member

By: Mesirow Financial Real Estate, Inc., Manager

By: ______________________
Name: MICHAEL SZKATULSKI
Its: SENIOR MANAGING DIRECTOR

JENNER & BLOCK LLP

By: ______________________
Its Managing Partner

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EXHIBIT A

SSI (US), INC. LEASE

[Attached]

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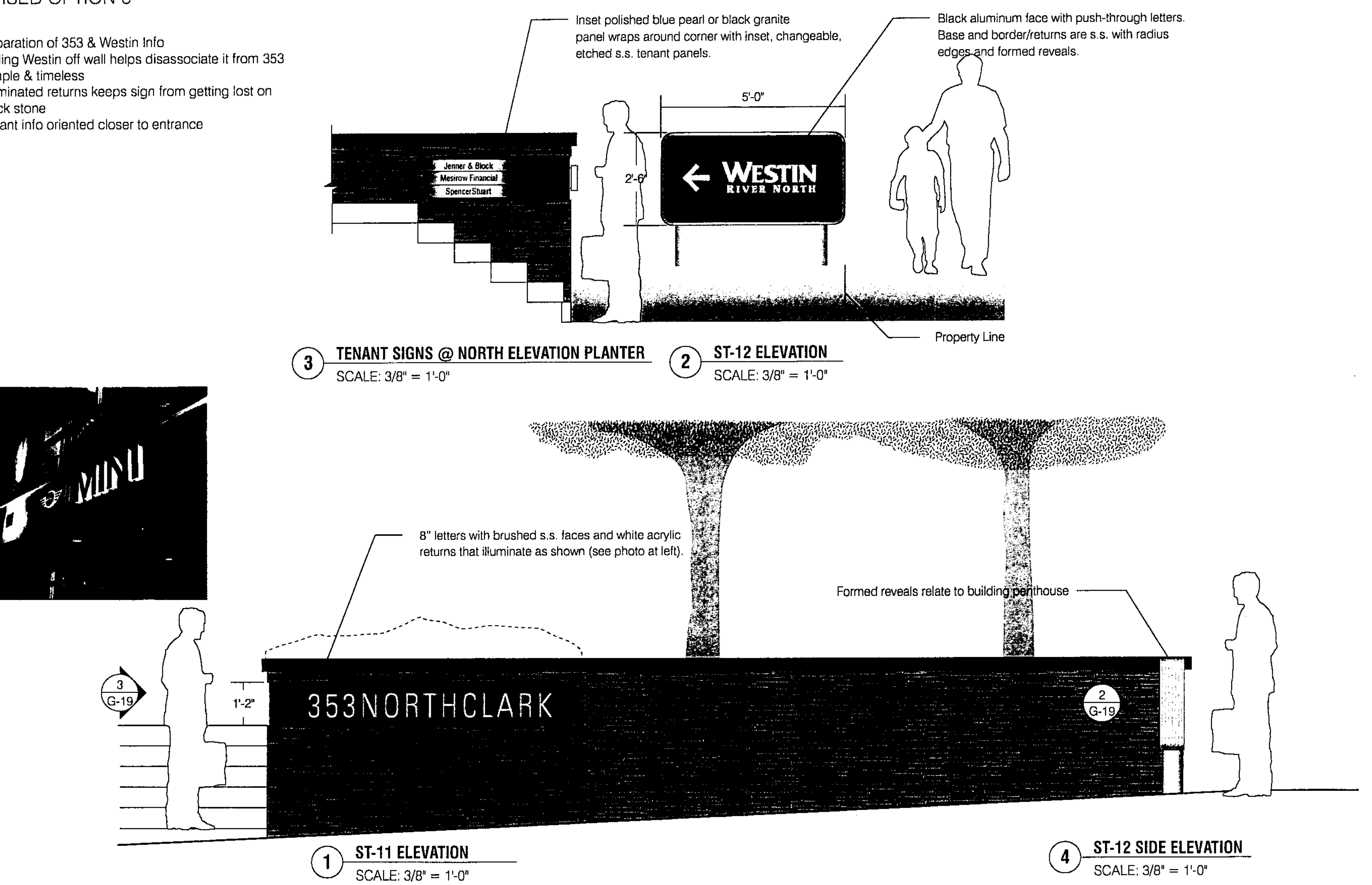
EXHIBIT B

EXTERNAL MONUMENT SIGNAGE

REVISED OPTION 6

Pros:
- Separation of 353 & Westin Info
- Pulling Westin off wall helps disassociate it from 353
- Simple & timeless
- Illuminated returns keeps sign from getting lost on black stone
- Tenant info oriented closer to entrance



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PROJECT NUMBER: 25112

PROJECT DESCRIPTION: 353 North Clark Signage Program

SIGN TYPE: 11 & 12
Exterior Monument Sign and Westin Identification

DRAWING: Elevation

REVISIONS/ISSUANCES:

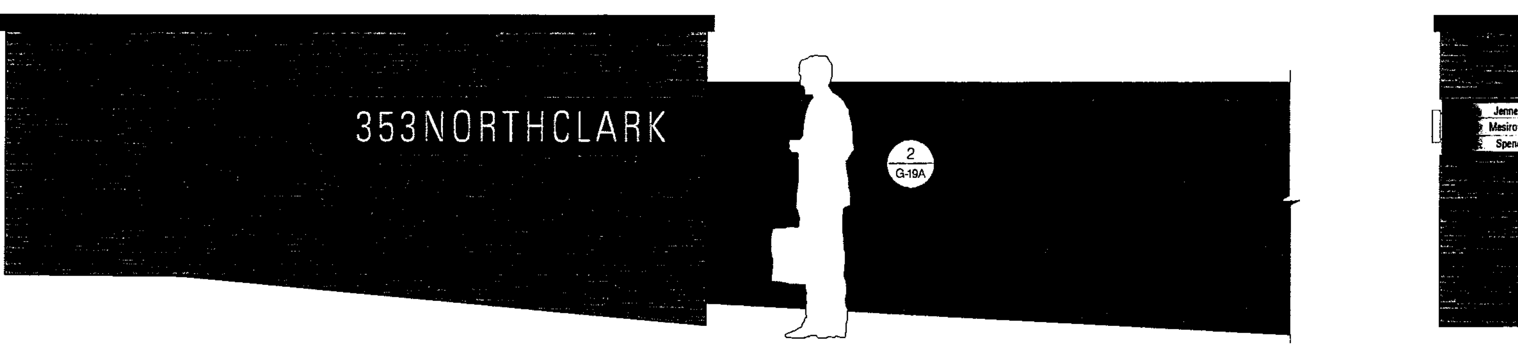
Date:	Description:

DATE: July 30, 2008

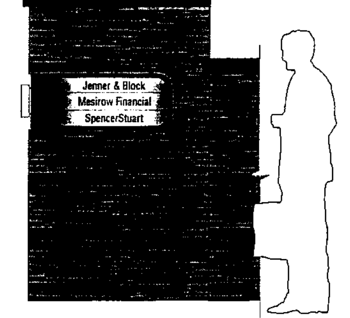
SCALE: 3/8" = 1'-0"

SHEET NO.: G-19

REVISED OPTION 6
East Site Elevation



1 ST-11 ELEVATION LOOKING WEST
SCALE: 3/8" = 1'-0"



2 ST-11 ELEVATION LOOKING SOUTH
SCALE: 3/8" = 1'-0"

next
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PROJECT NUMBER:
25112

PROJECT DESCRIPTION:
353 North Clark Signage Program

SIGN TYPE: 11 & 12
Exterior Monument Sign and Westin Identification
DRAWING:
Elevation

REVISIONS/ISSUANCES:

Date:	Description:

DATE:
July 30, 2008

SCALE:
3/8" = 1'-0"

SHEET NO.:
G-19A

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EXHIBIT C

LOCATION OF EXTERNAL MONUMENT SIGNAGE

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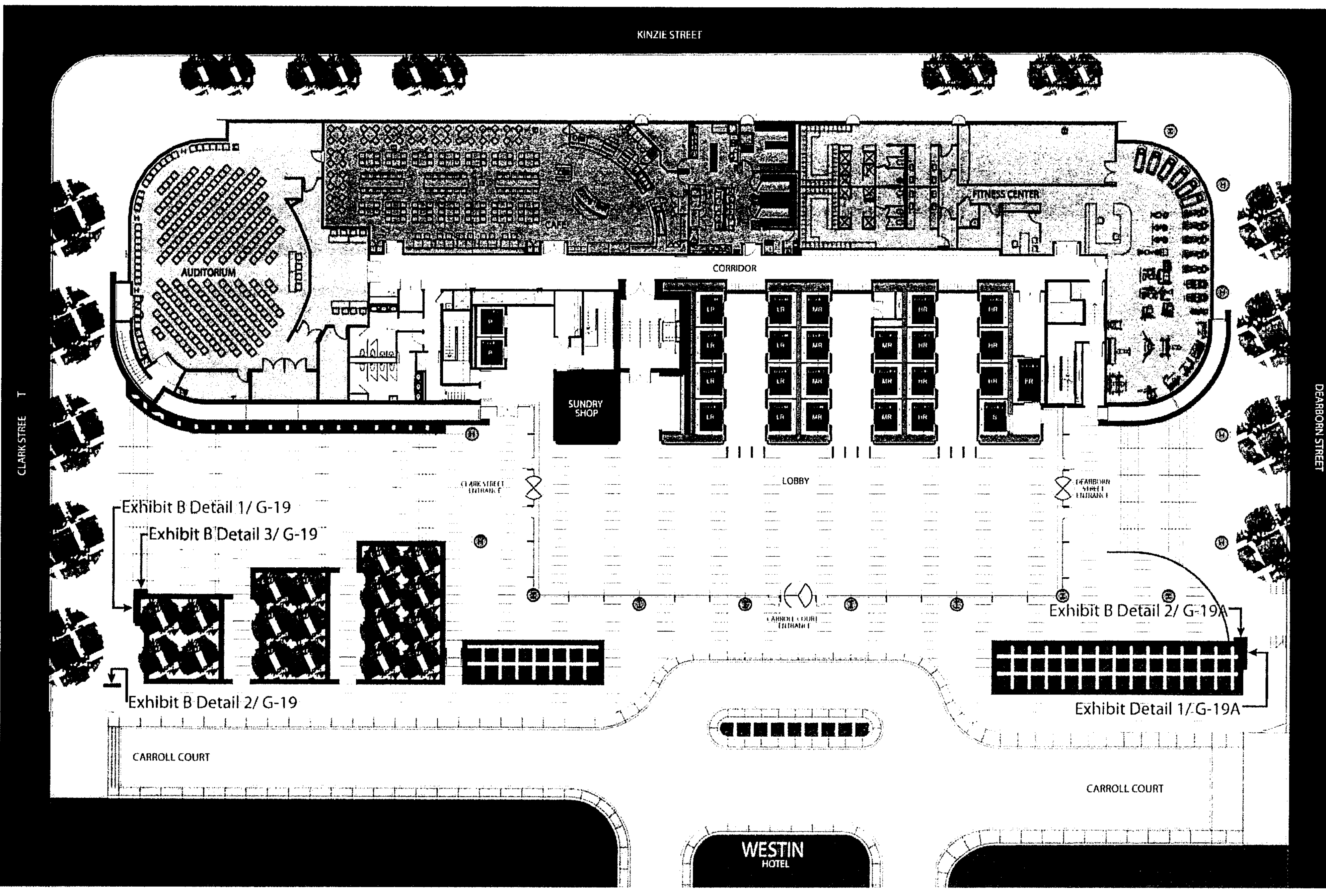

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EXHIBIT D

SPENCER STUART MIDRISE ELEVATOR SIGNAGE

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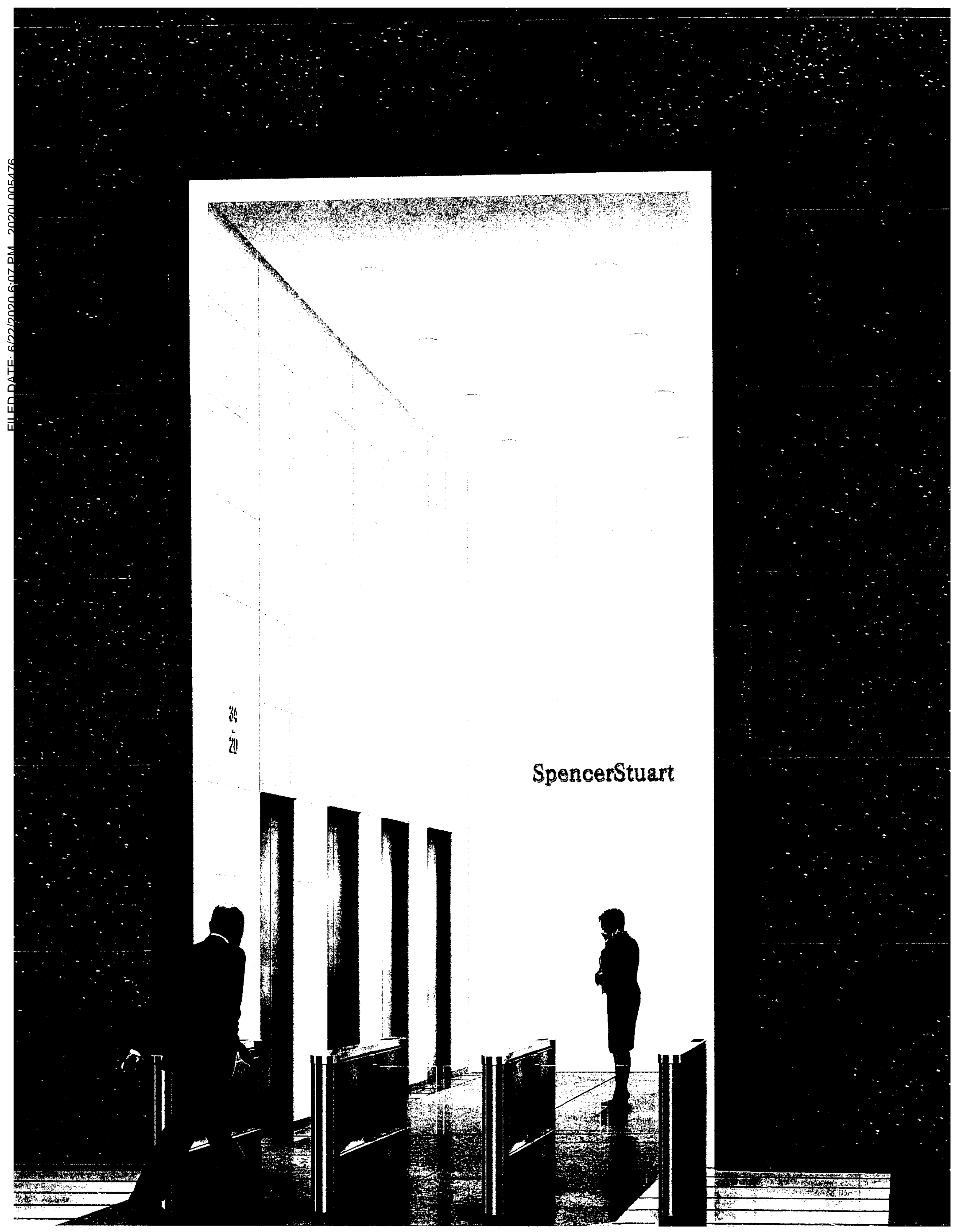

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EXHIBIT E-1

TENANT'S LOBBY SIGNAGE

FILED DATE: 6/22/2020 6:07 PM 2020L005476

JENNER&BLOCK

FILED DATE: 6/22/2020 6:07 PM 2020L005476

EXHIBIT E-2

TENANT'SLOBBY SIGNAGE

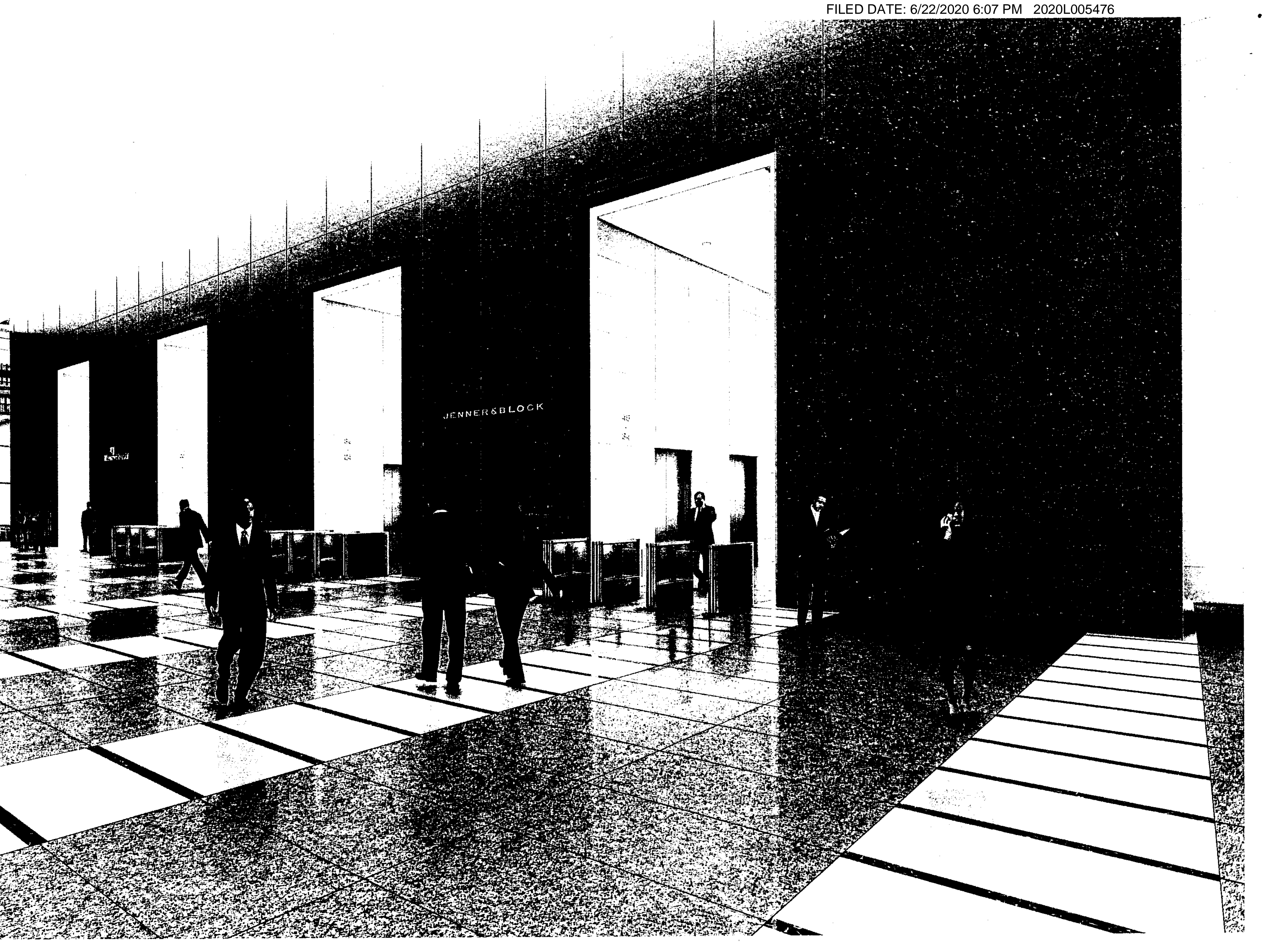
JENNER&BLOCK

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EXHIBIT F

PLAN B SIGNAGE

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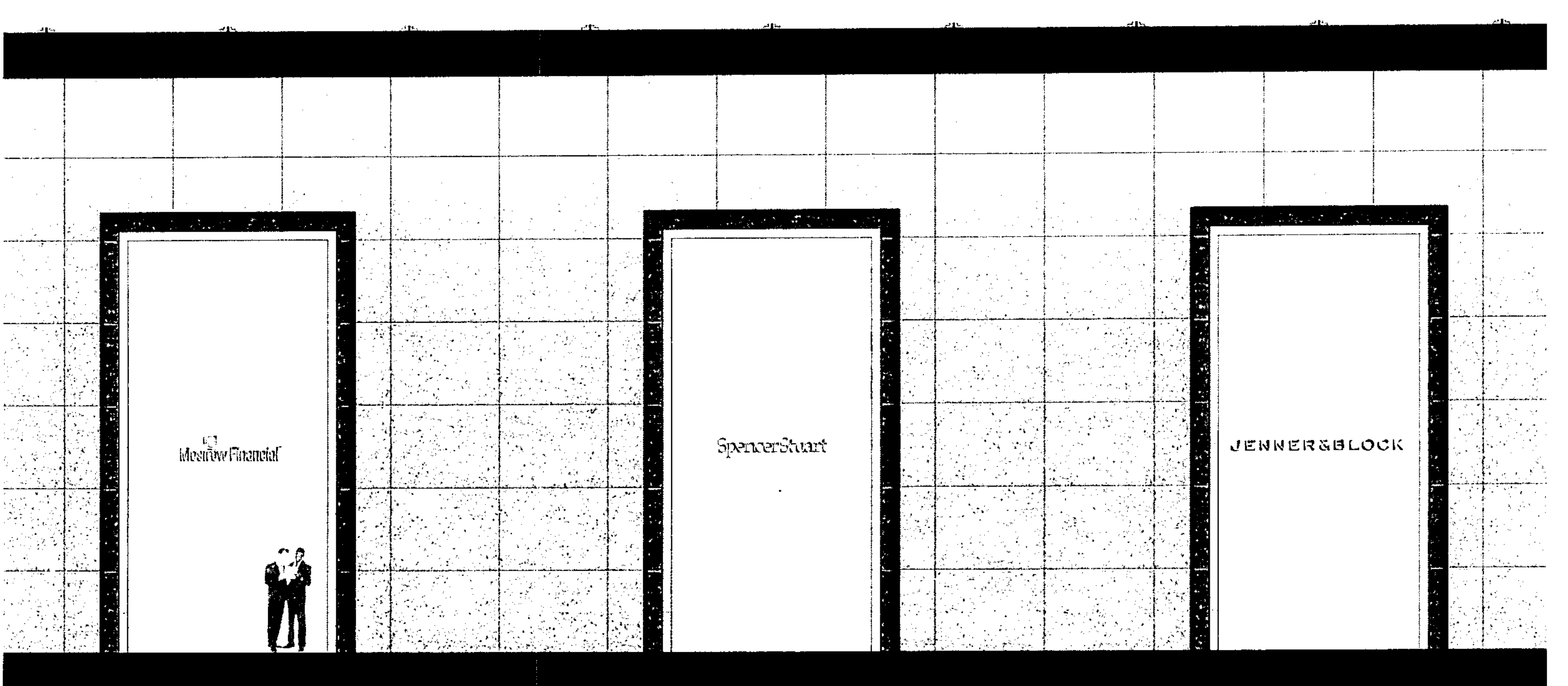

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THIRD AMENDMENT TO LEASE AGREEMENT

THIS THIRD AMENDMENT TO LEASE AGREEMENT (this "**Third Amendment**") is made as of this 13th day of January, 2009 between 351 MORTGAGE LOAN BORROWER LLC, a Delaware limited liability company ("**Landlord**"), and JENNER & BLOCK LLP, an Illinois limited liability partnership ("**Tenant**").

RECITALS:

A. The parties hereto are parties to that certain Lease Agreement dated June 30, 2006, as amended by two amendments dated December 29, 2006 and as of September 2, 2008 (as so amended, the "**Lease**"), pursuant to which Tenant agreed to lease from Landlord a portion of the building to be constructed at 351 North Clark Street (address subsequently changed to 353 North Clark Street), Chicago, Illinois.

B. Tenant has expressed a desire to attempt to sublease the Abated Floor (i.e. Floor 34) to a single proposed subtenant (the "**Subtenant**") for a period ending approximately three (3) years after the Commencement Date.

C. All capitalized terms not defined in this Third Amendment shall have the meaning ascribed thereto in the Lease.

NOW THEREFORE IT IS HEREBY AGREED AS FOLLOWS:

1. As used herein, the term "**Specified Sublease**" shall mean a sublease to a single Subtenant of a portion or all of the Abated Floor (i.e. Floor 34), and no other portion of the Premises, to the Subtenant, for a term ending no later than the last day of the thirty-sixth (36th) full calendar month following the Commencement Date. The "**Sublease Premises**" shall mean the space demised pursuant to a Specified Sublease.

2. In the event that Tenant enters into the Specified Sublease and notwithstanding anything to the contrary in the Lease, Landlord hereby agrees:

a) that the provisions of Section 14D of the Lease shall not apply to the Specified Sublease;

b) that Landlord does not have a right to deliver a Recapture Notice with respect to the Specified Sublease; and

c) that the provisions of Section 2F shall be applied as if the Specified Sublease had not been entered into, subject to the provisions of Paragraph 3 of this Third Amendment.

In all other respects, each and every provision of the Lease which is applicable to subleases by Tenant shall remain in full force and effect, it being agreed that except as set forth in this Paragraph 2, Landlord waives no rights it may have as a result of the Specified Sublease.

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3. In consideration of Landlord's agreements set forth herein, Tenant hereby agrees to pay to Landlord, as additional Rent ("**Sublease Rent**"), the sum of twenty-five cents ($0.25) per square foot per month during the term of the Specified Sublease for each rentable square foot within the Sublease Premises until the end of the Abated Floor Abatement Period. Sublease Rent represents a good faith estimate by the parties of the incremental out-of-pocket costs to Landlord of occupancy of the portion of the Abated Floor by the Subtenant prior to the end of the Abated Floor Abatement Period. Sublease Rent shall be paid at the same time as payments of Base Rent during the Term, during each month for which Sublease Rent is due. Sublease Rent shall be prorated for any fractional calendar month.

4. The Lease shall remain in full force and effect, subject to the modifications thereto contained herein.

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

351 MORTGAGE LOAN BORROWER LLC, a Delaware limited liability company

By: 351 Mezzanine LLC, a Delaware limited liability company, Manager

By: South Parcel Development LLC, an Illinois limited liability company, Manager

By: SMIH South Parcel LLC, an Illinois limited liability company, Authorized Member

~~By: Mesirow Financial Real Estate, Inc., Manager~~

By: ______________________________
Name: Richard A. Stein
Its: Senior Managing Director

JENNER & BLOCK LLP

By: ______________________________
Its Managing Partner

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

351 MORTGAGE LOAN BORROWER LLC, a Delaware limited liability company

By: 351 Mezzanine LLC, a Delaware limited liability company, Manager

By: South Parcel Development LLC, an Illinois limited liability company, Manager

By: SMIH South Parcel LLC, an Illinois limited liability company, Authorized Member

By: Mesirow Financial Real Estate, Inc., Manager

By: ______________________________
Name: ______________________________
Its: ______________________________

JENNER & BLOCK LLP

By: ______________________________
Its Managing Partner

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FOURTH AMENDMENT TO LEASE AGREEMENT

THIS FOURTH AMENDMENT TO LEASE AGREEMENT (this "**Fourth Amendment**") is made as of this 21st day of January, 2010 between 351 MORTGAGE LOAN BORROWER LLC, a Delaware limited liability company ("**Landlord**"), and JENNER & BLOCK LLP, an Illinois limited liability partnership ("**Tenant**").

RECITALS:

A. The parties hereto are parties to that certain Lease Agreement dated June 30, 2006, as amended by three amendments dated December 29, 2006, as of September 2, 2008 and as of January 13, 2009, respectively (as so amended, the "**Lease**"), pursuant to which Tenant agreed to lease from Landlord a portion of the building to be constructed at 351 North Clark Street (address subsequently changed to 353 North Clark Street), Chicago, Illinois. The Third Amendment to Lease Agreement dated as of January 13, 2009 is hereinafter referred to as the "**Third Amendment**."

B. Pursuant to the Third Amendment, Tenant was given certain rights with respect to subleases, which Tenant has requested be changed as hereinafter provided.

C. All capitalized terms not defined in this Fourth Amendment shall have the meaning ascribed thereto in the Lease.

NOW THEREFORE IT IS HEREBY AGREED AS FOLLOWS:

1. Paragraphs 1 through 3 of the Third Amendment are hereby amended and restated so as to read as follows:

> " 1. As used herein, the term "**Specified Sublease**" shall mean one or more subleases of a portion or all of the Abated Floor (i.e. Floor 34), and no other portion of the Premises, to a Subtenant, for a term ending no later than January 15, 2017. It is hereby agreed that Tenant may enter into not more than three (3) Specified Subleases for separate portions of the Abated Floor at any one time. The "**Sublease Premises**" shall mean the space demised pursuant to a Specified Sublease.
>
> 2. In the event that Tenant enters into one or more Specified Subleases and notwithstanding anything to the contrary in the Lease, Landlord hereby agrees:
>
> a) that the provisions of Section 14D of the Lease shall not apply to any Specified Sublease;
>
> b) that Landlord does not have a right to deliver a Recapture Notice with respect to any Specified Sublease; and

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c) that the provisions of Section 2F shall be applied as if the Specified Sublease had not been entered into, subject to the provisions of the Third Amendment.

In all other respects, each and every provision of the Lease which is applicable to subleases by Tenant shall remain in full force and effect, it being agreed that except as set forth in the Third Amendment, Landlord waives no rights it may have as a result of any Specified Sublease.

3. In consideration of Landlord's agreements set forth herein, Tenant hereby agrees to pay to Landlord, as additional Rent ("**Sublease Rent**"), the sum of twenty-five cents ($0.25) per month during the term of a Specified Sublease for each rentable square foot within each Sublease Premises until the end of the Abated Floor Abatement Period. Sublease Rent represents a good faith estimate by the parties of the incremental out-of-pocket costs to Landlord of occupancy of a portion of the Abated Floor by a Subtenant prior to the end of the Abated Floor Abatement Period. Sublease Rent shall be paid at the same time as payments of Base Rent during the Term, during each month for which Sublease Rent is due. Sublease Rent shall be prorated for any fractional calendar month."

2. The parties hereby agree to change the designation of Tenant's various Expansion Spaces by (i) eliminating the Fifth Year Expansion Option, (ii) designating the entire 33rd Floor of the Building as the Eighth Year Expansion Space, and (iii) designating the entire 32nd Floor of the Building as the Seventeenth Year Expansion Space. In order to effectuate the foregoing changes, the following provisions of Section 20 of the Lease are hereby amended as follows:

(a) Section 20A is deleted in its entirety.

(b) Section 20B(i) is amended and restated so as to read as follows:

"(i) Provided that on the date Tenant exercises the Eighth Year Expansion Option (as hereinafter defined), no Default in connection with the payment of Base Rent and/or Adjustment Rent has occurred and is continuing, Tenant shall have the option (the "**Eighth Year Expansion Option**"), exercisable by written notice given to Landlord as herein provided (the "**Eighth Year Expansion Notice**"), to lease, for a term commencing on or about April 1, 2018 (the "**Eighth Year Expansion Commencement Date**") (subject to adjustment pursuant to the terms of Section 20B(iii)) all of Floor 33 of the Building as depicted on Exhibit A-9 (the "**Eighth Year Expansion Space**"). Tenant's notice exercising its option under this Section 20B shall be given not less than twelve (12) months nor more than eighteen (18) months prior to the Eighth Year Expansion Commencement Date."

(c) Section 20E is amended by deleting from Subsection (i) thereof the words: "all of Floor 27 of the Building as depicted on Exhibit A-7 (or higher available full floor)" and inserting in lieu thereof the words: "all of Floor

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32 of the Building, as depicted on Exhibit A-9 (or higher available full floor)."

3. Tenant hereby acknowledges that it has no further Expansion Option with respect to Floor 27 as previously provided in the Second Amendment to the Lease.

4. The Lease shall remain in full force and effect, subject to the modifications thereto contained herein.

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

351 MORTGAGE LOAN BORROWER LLC, a Delaware limited liability company

By: 351 Mezzanine LLC, a Delaware limited liability company, Manager

By: South Parcel Development LLC, an Illinois limited liability company, Manager

By: SMIH South Parcel LLC, an Illinois limited liability company, Authorized Member

By: Mesirow Financial Real Estate, Inc., Manager

By: [signature]
Name: Michael Szkatulski
Its: Senior Managing Director

JENNER & BLOCK LLP

By: [signature]
Its Managing Partner

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FIFTH AMENDMENT TO
LEASE AGREEMENT

THIS FIFTH AMENDMENT TO LEASE AGREEMENT (this "**Fifth Amendment**") is made as of this 1st day of November, 2010 between **353 N. CLARK, L.P.** , a Delaware limited partnership ("**Landlord**"), and JENNER & BLOCK LLP, an Illinois limited liability partnership ("**Tenant**").

RECITALS:

A. Tenant is a party, with 351 Mortgage Loan Borrower, LLC ("**Existing Landlord**"), to that certain Lease Agreement dated June 30, 2006, as amended by four amendments dated as of December 29, 2006, September 2, 2008, January 13, 2009 (the "**Third Amendment**") and January 21, 2010 (the "**Fourth Amendment**"), respectively (as so amended, the "**Lease**"), pursuant to which Tenant is leasing a portion of the building commonly known as to 353 North Clark Street, Chicago, Illinois (the "**Building**").

B. Landlord's affiliate, Tishman Speyer Development Corporation ("**TS**") is a party to that certain Sale Agreement ("**Sale Agreement**") with Existing Landlord dated October 14, 2010, pursuant to which TS has agreed to purchase the Building and, among other property, Existing Landlord's interest in the Lease. Pursuant to the Sale Agreement, TS has assigned its rights to acquire the Building to Landlord.

C. The parties are desirous of changing certain provisions of the Lease, effective upon acquisition of the Building and the Lease by TS Buyer, as hereinafter provided.

NOW THEREFORE IT IS HEREBY AGREED AS FOLLOWS:

1. All capitalized terms not defined in this Fifth Amendment shall have the meanings ascribed thereto in the Lease.

2. This Fifth Amendment will become effective only upon satisfaction of the following conditions (the "**Landlord Title Conditions**"): (a) Landlord acquiring title to the Building; and (b) assignment by the Existing Landlord of its right, title and interest in the Lease to Landlord and assumption by Landlord (subject to exculpation provisions like those set forth in Paragraph 9 hereof) of all of Existing Landlord's obligations thereunder which arise from and after the acquisition of such assignment. It is contemplated that closing under the Sale Agreement will occur on or about December 15, 2010, but there are many contingencies which may prevent closing from occurring at that time. If closing under the Sale Agreement fails to occur, Landlord may seek to acquire beneficial control of the Building via acquisition of existing mezzanine indebtedness which is secured by the membership interests in Existing Landlord or by acquisition of existing mortgage indebtedness, following which Landlord may acquire control of the Building by means of a realization upon the security for such indebtedness, or by means of a deed or other transfer in lieu thereof, and, to the extent necessary, will thereafter cause the Landlord Title Conditions to occur. Accordingly, in the event that the Landlord Title Conditions are not satisfied on or before December 31, 2012, this Fifth Amendment shall be null and void and of no further force or effect. Landlord shall, upon satisfaction of the Landlord Title

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Conditions, send to Tenant a copy of the deed to Landlord to the Building and the land on which it is situated and of the document effecting the assignment of the Lease and assumption by Landlord thereof as aforesaid.

3. Paragraphs 1 through 3 of the Fourth Amendment are hereby amended and restated so as to read as follows:

> "1. As used herein, the term "**Specified Sublease**" shall mean one or more subleases of a portion or all of the Abated Floor (i.e., Floor 34), and no other portion of the Premises, to a Subtenant, for a term ending no later than the end of the Term of the Lease. It is hereby agreed that Tenant may enter into not more than three (3) Specified Subleases for separate portions of the Abated Floor at any one time. The "**Sublease Premises**" shall mean the space demised pursuant to a Specified Sublease.
>
> 2. In the event that Tenant enters into one or more Specified Subleases and notwithstanding anything to the contrary in the Lease, Landlord hereby agrees:
>
> a) that the provisions of Section 14D of the Lease shall not apply to any Specified Sublease;
>
> b) that Landlord does not have a right to deliver a Recapture Notice with respect to any Specified Sublease; and
>
> c) that the provisions of Section 2F shall be applied as if the Specified Sublease had not been entered into, subject to the provisions of the Third Amendment.
>
> In all other respects, each and every provision of the Lease which is applicable to subleases by Tenant shall remain in full force and effect, it being agreed that except as set forth in the Third Amendment, Landlord waives no rights it may have as a result of any Specified Sublease.
>
> 3. In consideration of Landlord's agreements set forth herein, Tenant hereby agrees to pay to Landlord, as additional Rent ("**Sublease Rent**"), the sum of twenty-five cents ($0.25) per month during the term of a Specified Sublease for each rentable square foot within each Sublease Premises until the end of the Abated Floor Abatement Period. Sublease Rent represents a good faith estimate by the parties of the incremental out-of-pocket costs to Landlord of occupancy of a portion of the Abated Floor by a Subtenant prior to the end of the Abated Floor Abatement Period. Sublease Rent shall be paid at the same time as payments of Base Rent during the Term, during each month for which Sublease Rent is due. Sublease Rent shall be prorated for any fractional calendar month."

4. Tenant hereby irrevocably waives its right to exercise the Eighth Year Expansion Option, which encumbers Floor 33 of the Building by reason of the provisions of Paragraph 2 of the Fourth Amendment, and agrees that all provisions of the Lease relating to the Eighth Year

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Expansion Option, including without limitation Section 20B, are hereby declared void and of no further force or effect. In consideration of the foregoing, Landlord hereby agrees that if it enters into one or more Applicable Leases for a term which commences on before the end of the third anniversary of the Sale Date, Landlord shall pay to Tenant an amount equal to fifty percent (50%) of all Applicable Rent derived from such Applicable Leases. Tenant's share of Applicable Rent shall be paid promptly upon receipt by Landlord of installments thereof. As used herein:

(a) An "**Applicable Lease**" is a lease which includes within the leased premises all or part of Floor 33.

(b) "**Applicable Rent**" is all monthly base rent and any additional rent which by the terms of the Applicable Lease is payable during the first 365 days following the Applicable Lease Rent Commencement Date under such Applicable Lease. If an Applicable Lease demises premises on Floor 33 and other floors, only rent attributable to Floor 33 shall be included in Applicable Rent. For purposes of this provision, "additional rent" shall include charges in the nature of reimbursement of the tenant share of Expenses and Taxes, but shall not include items like interest on late payments, late charges, charges for after-hours heating and ventilation, enforcement costs or charges for special services not reimbursed as Expenses, irrespective of whether or not the foregoing are designated as "Additional Rent" under the Lease.

(c) The "**Applicable Lease Rent Commencement Date**" means the first date that the tenant under an Applicable Lease is responsible for payment of monthly rent which is not reduced by giving effect to any credit or abatement against such rent provided for in such Applicable Lease. For example, if the Applicable Lease provides for an abatement of all or any portion of gross rent during the first six months of the term, the Applicable Lease Rent Commencement Date shall occur after such abatement is exhausted, and if the Applicable Lease provides for an abatement of all or any portion of base rent but not the tenant's share of Taxes or Expenses, then the Applicable Lease Rent Commencement Date shall occur at the time the tenant becomes responsible for full base rent, as well as additional rent.

5. Section 25X of the Lease is hereby amended by deleting the final sentence thereof in its entirety, and substituting in lieu thereof the following language:

"Tenant may assign any or all of its Parking Privileges to any of its subtenants, who will be billed in the same manner as Tenant's partners and employees. In no event shall Landlord enter into agreements to provide more than 235 monthly parking contracts (the "**Maximum Number**") for the Parking Section in any month during the Term, of which no more than 43 may be reserved spaces (including the 20 Reserved Parking Privileges available to Tenant). Upon Tenant's request from time to time, Landlord shall advise Tenant as to the number of monthly parking contracts then in effect for the Parking Section. Notwithstanding the foregoing, Tenant shall have the right in its sole discretion to reduce the Maximum Number, in accordance with the following procedures:

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(a) Tenant shall have the right in its sole discretion to declare up to twenty-one (21) of Tenant's Parking Privileges to be "**Inactive Parking Privileges.**" Such declaration shall be effectuated by written notice to Landlord and shall be effective forty-five (45) days from the date such notice is provided to Landlord.

(b) Upon the effectiveness of any Parking Privileges being declared Inactive Parking Privileges:

(i) the Maximum Number shall be reduced to the greater of (x) 235 minus the number of Inactive Parking Privileges as of any date and (y) 214; and

(ii) Tenant shall not be required to pay for and shall not be entitled to utilize the Inactive Parking Privileges.

(c) At any time and from time to time after declaring Parking Privileges to be Inactive Parking Privileges, Tenant may thereafter elect, in its sole discretion, to reduce the number of Inactive Parking Privileges, by either utilizing, and paying for, such Inactive Parking Privileges, in which event, effective on the commencement of such use, or releasing such Inactive Parking Privileges to Landlord for use by other tenants, in which event (i) such spaces shall no longer be Inactive Parking Privileges and (ii) the Maximum Number shall be revised in accordance with the formula set forth in Subsection (b) above. Such election shall be effective within ten (10) days following such notice from Tenant, or at such earlier or later time as the parties may agree upon. Following such reduction, Tenant may thereafter from time to time increase the number of Inactive Parking Privileges by following the procedure outlined in Subsection (a) above.

6. Section 3C of the Lease is hereby amended by adding the following language to the end thereof:

"Notwithstanding the foregoing, Landlord shall not be precluded from leasing all or any part of the Retail Section for use as a restaurant, café, or other eating establishment, including such establishments which (i) serve alcoholic beverages and (ii) provide live background music or pre-recorded background music at a volume that cannot be heard or detected to any substantial extent outside of the Retail Section and the adjacent patio area."

7. The Lease shall remain in full force and effect, subject to the modifications thereto contained herein.

8. Annexed hereto as Exhibit A is a drawing which depicts the locations of the parking stalls presently allocated to Tenant as its reserved Parking Privileges as of the date hereof (the "**Reserved Stalls**"). Landlord hereby agrees that neither the location nor size thereof shall be changed by Landlord; provided, however, that if Tenant or its designated user thereof

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temporarily relinquishes its right to any Reserved Stall and later reinstates its rights thereto, Landlord shall have no obligation to restore such Reserved Stall to its previous location if such Reserved Stall has been reassigned to another party. Notwithstanding the foregoing, in the event that, by reason of a change in applicable Laws relating to the Building (such as building codes or Laws relating to facilities for disabled persons), Landlord is required to reconfigure the location of parking spaces in the Building, and it is no longer possible to maintain the precise location of such Reserved Stalls, Landlord shall be permitted to relocate any of the Reserved Stalls in a manner which causes the least possible inconvenience to the persons utilizing the same, provided that in no event shall Landlord relocate or reconfigure either of the two "**Priority Reserved Spaces**" so indicated on attached Exhibit A.

9. THE LIABILITY OF LANDLORD FOR LANDLORD'S OBLIGATIONS UNDER THIS FIFTH AMENDMENT SHALL BE LIMITED TO LANDLORD'S INTEREST IN THE BUILDING, THE LAND ON WHICH IT IS SITUATED AND THE OTHER PROPERTY UTILIZED IN CONNECTION WITH THE OPERATION OF THE BUILDING (COLLECTIVELY, THE "**BUILDING ASSETS**") AND TENANT SHALL NOT LOOK TO ANY OTHER PROPERTY OR ASSETS OF LANDLORD OR THE PROPERTY OR ASSETS OF ANY DIRECT OR INDIRECT PARTNER, MEMBER, MANAGER, SHAREHOLDER, DIRECTOR, OFFICER, PRINCIPAL, EMPLOYEE OR AGENT OF LANDLORD (COLLECTIVELY, THE "**LANDLORD PARTIES**") IN SEEKING EITHER TO ENFORCE LANDLORD'S OBLIGATIONS UNDER THIS FIFTH AMENDMENT OR TO SATISFY A JUDGMENT FOR LANDLORD'S FAILURE TO PERFORM SUCH OBLIGATIONS; AND LANDLORD SHALL NOT BE PERSONALLY LIABLE BEYOND LANDLORD'S INTEREST IN THE BUILDING ASSETS, AND THE LANDLORD PARTIES OTHER THAN LANDLORD SHALL NOT BE PERSONALLY LIABLE TO ANY EXTENT, FOR THE PERFORMANCE OF LANDLORD'S OBLIGATIONS UNDER THIS FIFTH AMENDMENT.

SIGNATURE PAGE FOLLOWS.

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

353 N. CLARK, L.P., a Delaware limited partnership

By: 353 N. Clark GP, L.L.C., a Delaware limited liability company, its general partner

By: Michael B. Benner
Name: Michael B. Benner
Its: Vice President and Secretary

JENNER & BLOCK LLP

By: ______________________________
Its Managing Partner

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

353 N. CLARK, L.P., a Delaware limited partnership
By its general partner, 353 N. Clark GP, L.L.C., a Delaware limited liability company

By: ______________________________

Name: ____________________________

Title: _____________________________

JENNER & BLOCK LLP

By: ______________________________
Susan C. Levy
Its Managing Partner

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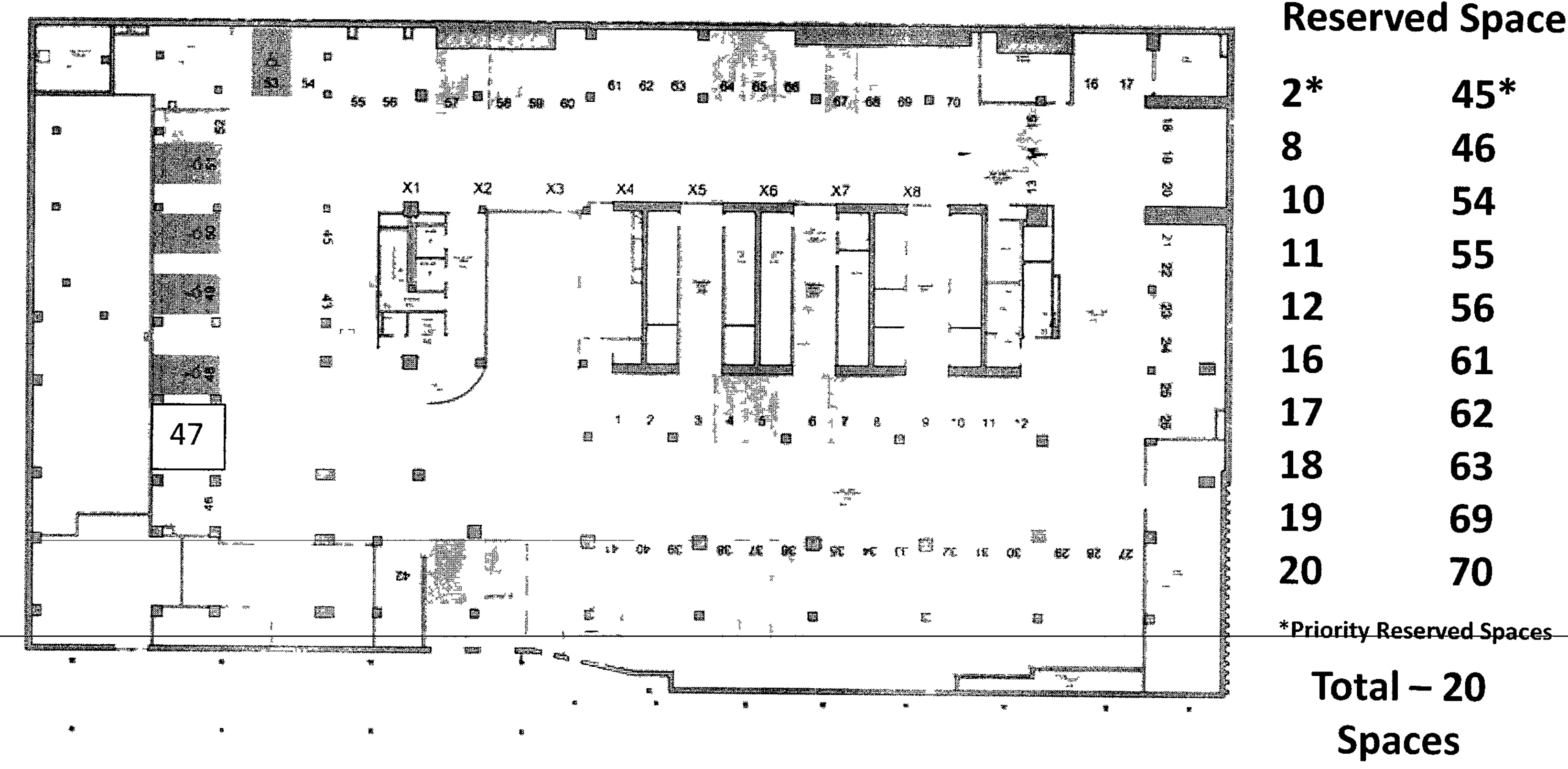
EXHIBIT A



Jenner & Block Reserved Spaces

2*	45*
8	46
10	54
11	55
12	56
16	61
17	62
18	63
19	69
20	70

*Priority Reserved Spaces

Total – 20 Spaces

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SIXTH AMENDMENT TO LEASE AGREEMENT

THIS SIXTH AMENDMENT TO LEASE AGREEMENT (this "**Sixth Amendment**") is made as of this 13th day of July, 2011 (the "**Effective Date**") between **353 N. CLARK, L.P.**, a Delaware limited partnership ("**Landlord**"), and **JENNER & BLOCK LLP**, an Illinois limited liability partnership ("**Tenant**").

RECITALS:

A. The parties hereto are parties to that certain Lease Agreement dated June 30, 2006, as amended by five amendments dated as of December 29, 2006, September 2, 2008, January 13, 2009, January 21, 2010 and November 1, 2010 (the "**Fifth Amendment**"), respectively (as so amended, the "**Lease**"), pursuant to which Tenant is leasing a portion of the building commonly known as 353 North Clark Street, Chicago, Illinois (the "**Building**").

B. Tenant desires to enter into a Specified Sublease for all of the Abated Floor (i.e., Floor 34 of the Building) with Ventas, Inc. ("**Ventas**") and Landlord is desirous of leasing the entire Floor 33 to Ventas.

C. The parties are desirous of changing certain provisions of the Lease in connection with the foregoing.

D. All capitalized terms not defined in this Sixth Amendment shall have the meaning ascribed thereto in the Lease.

NOW THEREFORE IT IS HEREBY AGREED AS FOLLOWS:

1. This Sixth Amendment will become effective only upon Tenant entering into a Specified Sublease for all of the Abated Floor (the "**Ventas Sublease**") and Landlord entering into a lease for the entire Floor 33 with Ventas (the "**Ventas Lease**"). If either the Ventas Sublease or the Ventas Lease are not fully executed and delivered within thirty (30) days of the Effective Date, this Sixth Amendment shall automatically terminate and become null and void and of no force or effect without any action by either party.

2. Tenant hereby waives the ROFO under Section 20G of the Lease with respect to the Ventas Lease (including, without limitation, extension options contained therein, but not with respect to any expansion rights of Ventas).

3. Section 20 of the Lease is hereby amended by deleting Section 20C thereof (the Eleventh Year Expansion Option) and substituting the following therefor:

"C. Twelfth Year Expansion Option.

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(i) Provided that on the date Tenant exercises the Twelfth Year Expansion Option (as hereinafter defined), no Default in connection with the payment of Base Rent and/or Adjustment Rent has occurred and is continuing, Tenant shall have the option (the **"Twelfth Year Expansion Option"**), exercisable by written notice given to Landlord as herein provided (the **"Twelfth Year Expansion Notice"**), to lease, for a term commencing on January 1, 2022 (the **"Twelfth Year Expansion Commencement Date"**) (subject to adjustment pursuant to the terms of Section 20C(iii)), all of Floor 33 of the Building as depicted on Exhibit A-9. Tenant's notice exercising its option under this Section 20C(i) shall be given not less than fifteen (15) months prior to the Twelfth Expansion Commencement Date.

(ii) Landlord may lease the Twelfth Year Expansion Space from time to time to third parties including, without limitation, to Ventas, so long as such space is scheduled to be available to be leased to Tenant on the Twelfth Year Expansion Commencement Date in accordance with this Section 20C(ii) (any such lease, a **"Twelfth Year Prior Expansion Lease"**). Promptly after entering into a Twelfth Year Prior Expansion Lease, Landlord shall give Tenant written notice thereof, identifying the lessee thereunder and the commencement and expiration dates thereof (which expiration dates must occur prior to the Twelfth Year Expansion Commencement Date) and any renewal (which must expire prior to the Twelfth Year Expansion Commencement Date) or termination period.

(iii) Subject to the terms and conditions of this Section 20C, Landlord shall deliver the Twelfth Year Expansion Space to Tenant on the Twelfth Year Expansion Commencement Date, subject to delays caused by Tenant, a Holdover Delay and up to an aggregate ten (10) business days of delay caused by events of Force Majeure. In the event that Landlord fails to deliver the Twelfth Year Expansion Space to Tenant by the Twelfth Year Expansion Commencement Date for any reason, except for a delay caused by Tenant or a Holdover Delay, the Twelfth Year Rent Commencement Date (as hereinafter defined) shall be extended by two (2) days for each day between and including January 1, 2022 and the actual date the Twelfth Year Expansion Space is delivered to Tenant. Promptly upon the termination of any other tenant's, lessee's or occupant's right to possession of the Twelfth Year Expansion Space, including, without limitation, a tenant holding over under a Twelfth Year Prior Expansion Lease, Landlord shall commence and thereafter diligently prosecute such judicial proceedings to regain possession of such Twelfth Year Expansion Space, to grant Tenant access thereto for its work and to deliver possession thereof to Tenant as required hereby as soon as practicable. With respect to a Holdover Delay, the Twelfth Year Rent Commencement Date shall be extended by one (1) day for each day between and including January 1, 2022 and the actual date the Twelfth Year Expansion Space is delivered to Tenant. With respect to any delay caused by Tenant, there shall be no deferral of the Twelfth Year Rent Commencement Date.

(iv) Subject to the terms of Section 20C(iii) above, Tenant shall commence paying Rent for the Twelfth Year Expansion Space on May 1, 2022 (the **"Twelfth Year Rent Commencement Date"**). Except as otherwise provided herein,

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Tenant shall lease the Twelfth Year Expansion Space on the same terms and conditions as are contained in this Lease, including, without limitation, the Work Letter except that (1) Base Rent for the Twelfth Year Expansion Space shall be the Expansion Market Rate applicable as of the Twelfth Year Expansion Commencement Date, and (2) Landlord shall have no obligation to provide Tenant with a tenant improvement allowance for the Twelfth Year Expansion Space except to the extent such an allowance is part of the Expansion Market Rate determined in accordance with Section 20 F(ii) of the Lease. The term of the Lease with respect to the Twelfth Year Expansion Space shall be coterminous with the Term of the Lease. Tenant shall have the right to construct tenant improvements in the Twelfth Year Expansion Space in accordance with the terms of the Lease (including the Work Letter). Promptly following Tenant's exercise of any option to lease the Twelfth Year Expansion Space and agreement as to the Expansion Market Rate for the Twelfth Year Expansion Space, Landlord shall prepare an amendment to the Lease, in a form reasonably satisfactory to Landlord and Tenant, to reflect changes in the size of the Premises, Base Rent for the Twelfth Year Expansion Space, Tenant's Proportionate Share and any other mutually agreed upon terms, due to the addition of the Twelfth Year Expansion Space, and the parties shall promptly execute and deliver such amendment.

(v) Except as otherwise set forth in this Section 20C(v), the Twelfth Year Expansion Option shall not be transferable or assignable to any person or entity to which the Lease is assigned or to any sublessee or to any person or entity that takes possession of the Premises (or any portion thereof) pursuant to any other Transfer. Notwithstanding the foregoing, no Permitted Assignment, Permitted Sublease, sublease of the Premises consented to by Landlord or Consent Assignment shall void the Twelfth Year Expansion Option and the Twelfth Year Expansion Option shall be transferable in connection with any Permitted Agreements.

4. In order for Tenant to provide to Ventas under the Ventas Sublease the right to four (4) reserved parking spaces in the Parking Section (the "**Ventas Reserved Parking Privileges**"), Section 25X of the Lease (as amended by the Fifth Amendment) is modified to provide that the number of Reserved Parking Privileges shall increase to twenty-four (24), provided that the Maximum Parking Privileges shall remain the same. Said Section 25X is also modified to provide that the maximum number of monthly parking contracts for the Parking Section which Landlord may enter into for reserved spaces shall increase to 47 (including the 24 Reserved Parking Privileges available to Tenant), provided that the Maximum Number shall remain the same. Landlord shall contract separately with Ventas for the Ventas Reserved Parking Privileges at such rates as are determined by Landlord. Tenant shall have no obligation to pay Landlord for the Ventas Reserved Parking Privileges.

5. Section 2A(i)(p) of the Lease is hereby amended to read as follows:

"(p) Management fees in excess of two and five tenths percent (2.5%) of gross revenues;".

Notwithstanding anything to the contrary contained in Section 2A(i)(r) of the Lease, so long as Landlord, Tishman Speyer Properties, L.P. ("**Tishman**") or an affiliate of Landlord or Tishman

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both own and manage the Building, Landlord and Tenant agree that Expenses shall include a management fee of 2.25% of gross revenues. In connection with the foregoing, Landlord and Tenant acknowledge that they have agreed upon the foregoing 2.25% to settle a dispute under Section 2A(i)(r) of the Lease, and neither Landlord nor Tenant has acknowledged that 2.25% of gross revenues is in compliance with Section 2A(i)(r).

6. Sections VIII.C.4 and VIII.C.5 of Schedule 1 to the Work Letter is hereby amended to read as follows:

"4. The floor slabs will be composite slabs formed from deck with concrete topping. The floor flatness will achieve a FF of 25 for the entire floor.

5. Best efforts will be made to maintain floor slab levelness to within 2" from the "**Reference Point**" at the building core to the perimeter slab edge. Reference Point will be established as the center line of Column D-E or Column E-F at the core wall.

From the Reference Point a survey will be completed in a grid pattern orthogonal to the column grid layout measured at no more than 5'-0" increments. From this survey the –2" variation boundary line from the Reference Point will be established throughout the floor. Floor underlayment will be placed from this -2" boundary line leveled to the perimeter slab edge. The transition at the boundary line shall be a gradual or feathered transition so as to not create a ridge line when meeting the existing slab.

Upon completion of the floor leveling scope of work a sealer will be applied to all underlayment in order to ensure an effective bond between the new floor leveling product and finished flooring adhesive products."

7. The Lease shall remain in full force and effect, subject to the modifications thereto contained herein.

8. It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, covenants, undertakings and agreements herein made on the part of Landlord, while in form purporting to be representations, covenants, undertakings and agreements of Landlord are, nevertheless, each and every one of them, made and intended not as personal representations, covenants, undertakings and agreements by Landlord or for the purpose or with the intention of binding Landlord personally, but are made and intended for the purpose of binding only Landlord's interest in the Building to the terms of this Lease and for no other purpose whatsoever, and in the event of a default by Landlord, Tenant shall look solely to the interest of Landlord in the Building and proceeds therefrom. No duty shall rest upon Landlord to sequester the Building or the rents, issues and profits arising therefrom, or the proceeds arising from any sale or other disposition thereof and no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against Landlord on account of this Sixth Amendment or on account of any representation, covenant, undertaking or agreement of Landlord in this Sixth Amendment contained, either expressed or implied, all such personal liability, if any, being expressly waived and released by Tenant herein and by all persons claiming by, through, or under Tenant. The foregoing limitation on Landlord's liability shall inure to and for the benefit of Landlord and its

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successors and assigns, Landlord's members and partners and their successors and assigns and, if title to the Building is at any time held in a land trust, all beneficiaries of such land trust and their partners, agents and employees.

9. It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, warranties, covenants, undertakings and agreements herein made on the part of Tenant while in form purporting to be the representations, warranties, covenants, undertakings and agreements of Tenant as a limited liability partnership are nevertheless each and every one of them made and intended, not as personal representations, warranties, covenants, undertakings and agreements by the individual partners of Tenant or for the purpose or with the intention of binding the individual partners of Tenant personally, but are made and intended for the purpose only of subjecting Tenant and Tenant's assets to the terms of this Lease, and in case of Default hereunder by Tenant, or any other claim arising out of the use or occupancy of the Premises or the Building, the Landlord shall look solely to the Tenant and Tenant's assets other than Tenant's claims, if any, against the partners of Tenant; that this Sixth Amendment is executed and delivered by Tenant's authorized partner, not in his or her own right, but solely in the exercise of the powers conferred upon him as such partner; that neither the such authorized partner nor any of Tenant's other partners shall have any personal liability to pay any Rent accruing or due hereunder or to perform any covenant, either express or implied, herein contained, and that no personal liability or personal responsibility of any sort is assumed by, nor shall at any time be asserted or enforceable against the individual partners of Tenant, or their respective agents, on account of this Sixth Amendment or on account of any representation, warranty, covenant, undertaking or agreement of Tenant in this Sixth Amendment contained, either express or implied, or on account of any other act or omission in or about the Premises or the Building, all such personal liability, if any, being expressly waived and released by Landlord and by all persons claiming by, through or under Landlord. Nothing in this Section 9 shall limit or waive any of Landlord's self-help, termination or similar equitable remedies (including, without limitation, the right to evict Tenant or any partners of Tenant in the event of a Default by Tenant) or Landlord's indemnification rights under Section 11B and elsewhere in the Lease. This Section 9 shall inure to the benefit of all present and future partners of Tenant as third party beneficiaries. The term "**partner**" herein shall include the individual partners constituting Tenant's partnership, members of a limited liability company, shareholders of a professional corporation and officers and directors, whether of Tenant or of any other entity that is an Affiliate of Tenant. Nothing in this Section 9 shall in any way waive or limit Landlord's ability to sue, seek damages from or file any other claim in connection with a tort against an individual who is personally and not vicariously the tortfeasor, regardless of whether such individual tortfeasor or tortfeasors are or are not individual partners constituting Tenant's partnership, members of a limited liability company, shareholders of a professional corporation or officers or directors, whether of Tenant or of any other entity that is an Affiliate of Tenant. The terms of this Section 9 shall only apply so long as Jenner & Block LLP or a transferee under a Permitted Assignment is the tenant under the Lease.

[Signature Page to Follow]

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

353 N. CLARK, L.P., A Delaware limited partnership

By: 353 N. Clark GP, L.L.C., a Delaware limited liability company, its general partner

By: [signature]
Name:
Its: Steven R. Wechsler
Senior Managing Director

JENNER & BLOCK LLP

By: [signature]
Name:
Its: Exec. Dir + COO

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SEVENTH AMENDMENT TO LEASE AGREEMENT

THIS SEVENTH AMENDMENT TO LEASE AGREEMENT (this "**Seventh Amendment**") is made as of this 31 day of August, 2012 (the "**Effective Date**") between **353 N. CLARK, L.P.,** a Delaware limited partnership ("**Landlord**"), and **JENNER & BLOCK LLP,** an Illinois limited liability partnership ("**Tenant**");

RECITALS:

A. The parties hereto are parties to that certain Lease Agreement dated June 30, 2006, as amended by six amendments dated as of December 29, 2006, September 2, 2008, January 13, 2009, January 21, 2010, November 1, 2010 and July 13, 2011 (as so amended, the "**Lease**"), pursuant to which Tenant is leasing a portion of the building commonly known as 353 North Clark Street, Chicago, Illinois (the "**Building**");

B. The parties are desirous of documenting their agreement regarding the reimbursement of shuttle bus expenses;

C. All capitalized terms not defined in this Seventh Amendment shall have the meaning ascribed thereto in the Lease.

NOW THEREFORE IT IS HEREBY AGREED AS FOLLOWS:

1. Notwithstanding anything in the Lease to the contrary, Landlord and Tenant agree that effective January 1, 2012 (but in no event for any period of time prior to January 1, 2012) Expenses shall include Shuttle Losses. Shuttle Losses shall mean the costs incurred by Landlord in furnishing the shuttle bus service to and from the Building and the following train stations: Union Station, Ogilvie Transportation Center, LaSalle Street Stations, less all revenue received by Landlord from the shuttle bus service. Shuttle Losses shall be paid on a monthly basis based upon a budgeted amount (to be supplied by Landlord based upon a good faith analysis and reconciled with other Expenses in accordance with the terms of the Lease), commencing retroactive to January 1, 2012, and Tenant's share of Shuttle Losses shall not exceed an aggregate amount of $105,000 in 2012. Such amount shall thereafter be subject to 2.5% annual escalations, commencing in 2013. Landlord agrees that it shall cease operating the third shuttle bus presently in service, as well as service to LaSalle Street Station, no later than December 1, 2012. Landlord further agrees that it will provide Tenant with thirty (30) days prior written notice of Landlord's election to (w) re-implement use of a third shuttle bus; (x) re-implement service to LaSalle Street Station; (y) replace one or more of the shuttle buses, whether through a leasing arrangement or by purchase; and/or (z) otherwise materially change or modify the existing shuttle bus service. Landlord agrees that its decision relating to any action specified in clauses (w), (x), (y) and (z) above shall be made after reasonable study and analysis and discussion with Tenant. Landlord retains the sole right to make the decisions in its reasonable judgment referenced in clause (w), (x), (y) and/or (z).

2. The Lease shall remain in full force and effect, subject to the modifications thereto contained herein. The recitals heretofore set forth are incorporated into the body of this Seventh Amendment as if set forth herein.

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3. It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, covenants, undertakings and agreements herein made on the part of Landlord, while in form purporting to be representations, covenants, undertakings and agreements of Landlord are, nevertheless, each and every one of them, made and intended not as personal representations, covenants, undertakings and agreements by Landlord or for the purpose or with the intention of binding Landlord personally, but are made and intended for the purpose of binding only Landlord's interest in the Building to the terms of this Lease and for no other purpose whatsoever, and in the event of a default by Landlord, Tenant shall look solely to the interest of Landlord in the Building and proceeds thereform. No duty shall rest upon Landlord to sequester the Building or the rents, issues and profits arising therefrom, or the proceeds arising from any sale or other disposition thereof and no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against Landlord on account of this Seventh Amendment or on account of any representation, covenant, undertaking or agreement of Landlord in this Seventh Amendment contained, either expressed or implied, all such personal liability, if any, being expressly waived and released by Tenant herein and by all persons claiming by, through, or under Tenant. The foregoing limitation on Landlord's liability shall inure to and for the benefit of Landlord and its successors and assigns, Landlord's members and partners and their successors and assigns and, if title to the Building is at any time held in a land trust, all beneficiaries of such land trust and their partners, agents and employees.

4. It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, warranties, covenants, undertakings and agreements herein made on the part of Tenant while in form purporting to be the representations, warranties, covenants, undertakings and agreements of Tenant as a limited liability partnership are nevertheless each and every one of them made and intended, not as personal representations, warranties, covenants, undertakings and agreements by the individual partners of Tenant or for the purpose or with the intention of binding the individual partners of Tenant personally, but are made and intended for the purpose only of subjecting Tenant and Tenant's assets to the terms of this Lease, and in case of Default hereunder by Tenant, or any other claim arising out of the use or occupancy of the Premises or the Building, the Landlord shall look solely to the Tenant and Tenant's assets other than Tenant's claims, if any, against the partners of Tenant; that this Seventh Amendment is executed and delivered by Tenant's authorized partner, not in his or her own right, but solely in the exercise of the powers conferred upon him as such partner; that neither the such authorized partner nor any of Tenant's other partners shall have any personal liability to pay any Rent accruing or due hereunder or to perform any covenant, either express or implied, herein contained, and that no personal liability or personal responsibility of any sort is assumed by, nor shall at any time be asserted or enforceable against the individual partners of Tenant, or their respective agents, on account of this Seventh Amendment or on account of any representation, warranty, covenant, undertaking or agreement of Tenant in this Seventh Amendment contained, either express or implied, or on account of any other act or omission in or about the Premises or the Building, all such personal liability, if any, being expressly waived and released by Landlord and by all persons claiming by, through or under Landlord. Nothing in this Section 4 shall limit or waive any of Landlord's self-help, termination or similar equitable remedies (including without limitation, the right to evict Tenant or any partners of Tenant in the event of a Default by Tenant) or Landlord's indemnification right under Section 11B and elsewhere in the Lease. This Section

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4 shall inure to the benefit of all present and future partners of Tenant as third party beneficiaries. The term "**partner**" herein shall include the individual partners constituting Tenant's partnership, members of a limited liability company, shareholders of a professional corporation and officers and directors, whether of Tenant or of any other entity that is an Affiliate of Tenant. Nothing in this Section 4 shall in any way waive or limit Landlord's ability to sue, seek damages from or file any other claim in connection with a tort against an individual who is personally and not vicariously the tortfeasor, regardless of whether such individual tortfeasor or tortfeasors are or are not individual partners constituting Tenant's partnership, members of a limited liability company, shareholders of a professional corporation or officers or directors, whether of Tenant or of any other entity that is an Affiliate of Tenant. The terms of this Section 4 shall only apply so long as Jenner & Block LLP or a transferee under a Permitted Assignment is the tenant under the Lease.

[Remainder of page intentionally left blank; signature page follows.]

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

353 N. CLARK, L.P., a Delaware limited partnership

By: 353 N. Clark GP, L.L.C., a Delaware limited liability company, its general partner

By: Michael B. Benner pm
Name: Michael B. Benner
Its: Vice President and Secretary

JENNER & BLOCK LLP

By:____________________
Name:____________________
Its:____________________

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

353 N. CLARK, L.P., a Delaware limited partnership

By: 353 N. Clark GP, L.L.C., a Delaware limited liability company, its general partner

By: ______________________
Name: ______________________
Its: ______________________

JENNER & BLOCK LLP

By: [signature]
Name: MEREDITH W. MENDES
Its: EXECUTIVE DIRECTOR + C.O.O.