
OFFICE LEASE AGREEMENT

by and between

CONTINENTAL ASSURANCE COMPANY, an Illinois insurance company,

as LANDLORD,

and

CHICAGO HOUSING AUTHORITY, an Illinois municipal corporation,

as TENANT

Dated as of May 5, 2006

PREMISES

**60 East Van Buren Street
Chicago, Illinois 60605**

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OFFICE LEASE AGREEMENT

THIS OFFICE LEASE AGREEMENT ("*Lease*") is made and entered into as of May 5, 2006 by and between Continental Assurance Company, an Illinois insurance company with its principal office located at 333 South Wabash Avenue, Chicago, Illinois 60604 ("*Landlord*"), and Chicago Housing Authority, an Illinois municipal corporation with its principal office to be located at 60 East Van Buren Street, Chicago, Illinois 60605 ("*Tenant*").

1. Premises; Common Areas; Parking; Furniture.

(a) *Premises.* Subject to the terms, conditions, covenants, agreements, and provisions of this Lease, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, certain space deemed to consist of 157,500 rentable square feet in the commercial office building with the street addresses of 333 South Wabash Avenue and 60 East Van Buren Street, Chicago, Illinois (as used herein, the term "*Building*" shall refer to the entire building, and the term "*Van Buren Building*" shall solely refer to the portion of the Building with the lobby entrance at 60 East Van Buren Street and the 4th through the 15th floors of the Building), situated upon the real property further described in Exhibit A attached hereto and incorporated herein ("*Land*"; the Building, its equipment and systems, and the Land shall be collectively referred to as the "*Property*") comprised of a portion of the 1st floor (2,004 rentable square feet) and all of the 8th through the 13th floors (25,916 rentable square feet each), all of which are more particularly depicted on the floor plans attached hereto and incorporated herein as Exhibit B (collectively, the "*Premises*").

(b) *Common Areas.* Subject to the restrictions and limitations set forth in this Lease, Landlord hereby grants Tenant the nonexclusive right to use, in accordance with their intended use and purpose, the lobby, elevators, hallways, stairways, sidewalks, and other similar public areas and access ways in and to the Van Buren Building, as well as the Amenities (as defined in Section 31(e)), along with any public areas and access ways in the Building in order to access the Amenities (collectively, the "*Common Areas*").

(c) *Exclusive Lobby Entrance; Dedicated Elevator.* Landlord shall construct, at Landlord's cost and expense, a new expanded lobby to the Building that will include: (1) an exclusive entrance for Tenant to be located towards the Eastern portion of the Van Buren Building ("*Exclusive Entrance*") which shall be the exclusive entrance for use by any and all of Tenant's employees, invitees or clients in connection with the administration of the client intake unit of the Section 8 voucher program available to Chicago residents through Tenant ("*Client Intake Unit*") and a non-exclusive multi-tenant entrance towards the West of the foregoing exclusive entrance for use by Tenant's employees whose primary offices are located in the Premises, as well as invitees of Tenant (other than in connection with the Client Intake Unit) ("*Non-Exclusive Entrance*") (the exact locations of each of the foregoing entrances shall be determined by Landlord); and (2) one (1) elevator that shall be programmed to provide access solely to the 9th floor of the Van Buren Building, the location of which shall be substantially as depicted on the floor plan attached hereto and incorporated herein as Exhibit C ("*Dedicated Elevator*"). As of the execution of this Lease, Tenant intends the Client Intake Unit to function on the 1st, 8th and 9th floors of the Premises, with the 1st and 9th floors serving as the areas receiving invitees and clients from the general public. If at any point Tenant elects to relocate any portion of the Client Intake Unit to any other floor of the Premises or expects to receive a large number of invitees or clients from the general public to any floors other than the 1st or the 9th floors, Tenant shall promptly notify Landlord so that the parties may promptly meet in order to reach agreement upon whether any changes are warranted in Tenant's provision of security services pursuant to Section 9(b).

(d) *Access.* Tenant's means of access to and from the Premises shall be through the Exclusive Entrance, the Dedicated Elevator, the non-exclusive multi-tenant entrance to the Van Buren Building described in Section 1(c), and the general elevator bank serving the 2nd through the 15th floors of the

Building. Notwithstanding the foregoing, however, as soon as the construction of the Exclusive Entrance is complete, Tenant shall thereafter restrict the access to and from the Client Intake Unit to the Exclusive Entrance and the Dedicated Elevator. In the event of an emergency or in the event the Dedicated Elevator is not functioning, however, Tenant may exit through the other doors and access ways to and from the Building and Landlord shall provide an alternate exclusive elevator accessible solely through the Exclusive Entrance that shall be programmed to provide access solely to the 9th floor of the Van Buren Building.

(e) *Parking.* Landlord hereby grants Tenant the right to use the equivalent of twenty (20) standard reserved parking spaces in parking garage located at the Building ("*Parking Garage*") in the area depicted on Exhibit D attached hereto and incorporated herein ("*Parking Area*"), subject to the rules and regulations adopted from time to time with respect thereto, which rules and regulations shall apply to all individuals using the Parking Garage. Tenant may, at Tenant's sole option, elect to convert any of the foregoing spaces to be accessible spaces with the remainder of the Parking Area used for as many standard reserved parking spaces as are allowable under Applicable Laws (as defined in Section 1(g)). Tenant acknowledges and agrees that due to the increased size of the accessible spaces, however, the foregoing conversion will likely result in more than a one to one reduction in the remaining standard reserved parking spaces (e.g., a conversion of three (3) spaces will likely result in less than seventeen (17) spaces remaining). In exchange for the right to use the foregoing parking spaces, Tenant hereby covenants and agrees to pay to Landlord as Additional Rent (as defined in Section 6(a)) a monthly parking fee for each reserved space at the then current market rate, as revised from time to time for all third-party tenants or occupants of the Van Buren Building (i.e., tenants or occupants other than employees, agents, representatives, consultants, contractors, vendors, subcontractors, visitors or guests of Landlord or Landlord's subsidiaries or affiliates) in a manner consistent with the market. For purposes of the preceding sentence, the term "market" shall mean the average rate of monthly parking fees in public and private parking garages within a one-half mile radius of the Building. As of the date hereof, the current monthly parking rate (inclusive of taxes) is two hundred forty dollars (\$240.00). Notwithstanding any provision herein to the contrary, so long as Landlord provides Tenant with at least thirty (30) days' prior notice thereof, Landlord may in its sole discretion, at any time and from time to time, relocate any or all of the reserved parking spaces described in this Section 1(e). Tenant's use of, as well as access to, the Parking Area shall be restricted solely to Tenant's employees who have their primary offices in the Premises and who are selected by Tenant to exercise the rights granted pursuant to this Section 1(e).

(f) *Furniture.* Tenant shall have the right to purchase, solely for use in the Premises, any or all of the modular systems, chairs, office, conference room and other furniture identified on the inventory attached hereto and incorporated herein as Exhibit E ("*Furniture Inventory*"). The Furniture Inventory reflects, to the best of Landlord's knowledge and belief, the furniture located on the 8th through the 14th floor of the Van Buren Building at or around the date on which the parties executed that certain letter of intent, dated December 21, 2005. Ownership would be transferred on an "as is, where is" basis without any representations or warranties from Landlord through a bill of sale in exchange for consideration in the amount of one dollar (\$1.00). Tenant shall exercise its rights under this Section 1(f) prior to or contemporaneous with its execution of this Lease and Landlord shall remove from the Premises, prior to the Commencement Date, any furniture not purchased by Tenant. Tenant acknowledges and agrees that the furniture identified in the Furniture Inventory may not be sufficient for Tenant's furniture needs for the Premises and any shortfall shall be the sole and exclusive responsibility of Tenant.

(g) *Applicable Laws.* As used in this Lease, the term "*Applicable Laws*" shall mean all applicable federal, state and local laws, statutes, codes, ordinances, orders, regulations, rules and other requirements of governmental authorities including, without limitation, municipal ordinances, rules and regulations, and health, safety, fire and police regulations.

2. *Use.* Tenant covenants to use the Premises solely for general office purposes, as well as the administration of the Client Intake Unit, in compliance with all Applicable Laws and in accordance with

the Van Buren Building rules and regulations (“*Rules and Regulations*”), as amended by Landlord from time to time on at least ten (10) business days’ prior notice to Tenant, and to use the Amenities in compliance with all Applicable Laws, as well as the provisions of Section 31. In the event such amendment involves life safety or security issues, however, the foregoing prior notice shall not be required. Attached hereto and incorporated herein as Exhibit F is a current copy of the Rules and Regulations. At its own expense, Tenant shall obtain all licenses and permits and fulfill similar requirements necessary to permit Tenant to occupy the Premises. Tenant shall not permit the Premises, or any portion of the Van Buren Building, to be used for any disorderly, unlawful or hazardous purpose, nor as a source of nuisance, disturbance, interference, or annoyance to Landlord or any other occupants of the Building.

3. Term; Delivery Dates.

(a) Commencement Date & Expiration Date. Subject to the provisions of Sections 3(e) and 3(f), the term of this Lease (“*Term*”) shall commence on the Delivery Date (as defined in Section 3(b)) for the 12th floor (“*Commencement Date*”) and shall expire at midnight, Chicago time, on the last calendar day of the month which is one hundred eighty (180) months after the Commencement Date (“*Expiration Date*”), unless this Lease is earlier terminated in accordance with its provisions.

(b) Premises Delivery Date Memorandum. Subject to the provisions of Sections 3(e) and 3(f), Landlord shall deliver each floor of the Premises substantially complete in accordance with the terms and conditions of the Work Letter attached hereto and incorporated herein as Exhibit G (“*Work Letter*”), on the following dates: (1) 12th floor on December 1, 2006; (2) 11th floor on December 1, 2006; (3) 9th floor on December 15, 2006; (4) 8th floor on December 15, 2006; (5) 1st floor on December 15, 2006; (6) 13th floor on December 29, 2006; and (7) 10th floor on December 29, 2006 (the date with respect to each floor shall be referred to as its “*Expected Delivery Date*”). Within ten (10) days following the substantial completion of each floor of the Premises (other than the final floor) (the date with respect to each floor shall each be referred to as its “*Delivery Date*”), Landlord shall deliver to Tenant four (4) originals of the Memorandum of Premises Delivery Date attached hereto and incorporated herein as Exhibit H-1 (with the blanks completed as appropriate) (each, a “*Delivery Date Memorandum*”). Subject to Tenant’s approval of the information inserted by Landlord, which approval shall not be unreasonably withheld, conditioned or delayed, Tenant shall promptly execute and return to Landlord all four originals of each Delivery Date Memorandum. Promptly upon receipt thereof, Landlord shall execute and return to Tenant two (2) fully executed originals of each Delivery Date Memorandum. The Delivery Date for each floor of the Premises shall determine the time period for the abatement of Base Rent set forth in Section 5.

(c) Commencement Date Memorandum. Within sixty (60) days following the substantial completion of the final floor of the Premises, Landlord shall deliver to Tenant four (4) originals of the Memorandum of Commencement Date attached hereto and incorporated herein as Exhibit H-2 (with the blanks completed as appropriate) (“*Commencement Date Memorandum*”). Subject to Tenant’s approval of the information inserted by Landlord, which approval shall not be unreasonably withheld, conditioned or delayed, Tenant shall promptly execute and return to Landlord all four originals of the Final Commencement Date Memorandum. Promptly upon receipt thereof, Landlord shall execute and return to Tenant two (2) fully executed originals of the Final Commencement Date Memorandum.

(d) Dispute Resolution. Any dispute involving any of the dates included within the Commencement Date Memorandum or any Delivery Date Memorandum shall be resolved by mutual agreement of VOA Associates Incorporated (“*VOA*”) and Buck Management Group LLC, the on-site property manager of the Building.

(e) Construction Schedule; Tenant Authorization of Additional Work. Tenant acknowledges and agrees that in order for Landlord to deliver the floors of the Premises substantially complete in accordance with the dates set forth in Section 3(b), Landlord must receive the following information and

approvals prior to the following milestone dates: (1) Landlord receives the Construction Drawings (as further described in Section 4(b)) on or before May 26, 2006; (2) Landlord receives Tenant's approval of the bids for, as well as of the vendors and contractors proposed by Landlord to perform, any Additional Work (as defined in Section 1 of the Work Letter) within five (5) days after Landlord's delivery of an authorization request to Tenant, which request shall be substantially in the form attached hereto and incorporated herein as Exhibit I ("*Request for Tenant Authorization of Additional Work*"), whose contracts shall be held by or on behalf of Tenant (provided that the only contract held by or on behalf of Landlord shall be the contract for any work to be performed by Landlord's general contractor); and (3) Landlord receives the necessary or appropriate permits to commence the construction of the Tenant Improvements on or before July 14, 2006 (collectively, the "*Milestone Dates*"). Any and all approvals by Tenant described in this Section 3(e) shall not be unreasonably withheld, conditioned or delayed.

(f) Delays.

(1) Tenant Delays. In the event that Landlord is unable to deliver any floor of the Premises substantially complete on or before its Expected Delivery Date as a result, in whole or in part, of any action or inaction by Tenant, VOA or any vendor or contractor retained by or on behalf of Tenant to perform any Additional Work or any work or any work for which Landlord expends Supplemental Work Funds, as defined in, and in accordance with, the provisions of Section 5(c) (each of which shall be referred to as a "*Tenant Delay*") including, without limitation, any Tenant Revision (as defined in Section 2(a) of the Work Letter), the performance by Landlord's general contractor of any Additional Work, or any interference with either Landlord's ability to achieve the Milestone Dates or the completion of the Tenant Improvements pursuant to the early access rights granted to Tenant pursuant to Section 4(c), then each affected Delivery Date shall be deemed to be its respective Expected Delivery Date.

(2) Force Majeure Matters. In the event Landlord is unable to deliver any floor of the Premises substantially complete on or before its Expected Delivery Date as a result, in whole or in part, of any of the Force Majeure Matters (as defined in Section 33) including, without limitation, the issuance of any necessary or appropriate construction permits, then each affected Delivery Date shall be deemed to be its respective Expected Delivery Date extended by a period consisting of one (1) day for each two (2) complete days of delay arising from such Force Majeure Matter.

(3) Landlord Delays. In the event Landlord is unable to deliver any floor of the Premises substantially complete on or before its Expected Delivery Date for any reason other than a Tenant Delay or a Force Majeure Matter (each of which shall be referred to as a "*Landlord Delay*"), then each affected Delivery Date shall be its respective Expected Delivery Date extended by a period consisting of one (1) day for each day of delay arising from such Landlord Delay. If Landlord is unable to deliver all of the floors substantially complete on or before July 1, 2007 due solely to Landlord Delay, then Tenant may elect to terminate this Lease by sending notice thereof for receipt by Landlord by July 5, 2007.

4. Condition of Premises; Initial Tenant Improvements; Early Access.

(a) Condition of Premises. Except as expressly set forth in this Lease and the Work Letter, Tenant accepts the Premises and all other portions of the Property in their "as is" condition and acknowledges and agrees that Landlord has not made, nor does it make, any representations, warranties or promises with respect to the Premises or any other portion of the Property, nor does it have any obligation to repair, improve or otherwise modify the Premises.

(b) Initial Tenant Improvements; Construction Drawings. Landlord shall engage VOA, which may, in turn, engage Johnson & Lee as a subconsultant, to prepare mutually acceptable construction drawings based on that certain space plan completed by VOA dated March 8, 2006 ("*VOA Space Plan*"), a copy of which is attached hereto and incorporated herein as Exhibit J ("*Construction Drawings*"). The

Construction Drawings shall further identify the initial tenant improvements to be completed by a general contractor engaged by Landlord, all as set forth in the Work Letter in greater detail (collectively, the "Tenant Improvements"), and shall be in such form and substance as will allow Landlord to obtain the bids and permits necessary or appropriate to complete the Tenant Improvements. Contemporaneous with Landlord's approval of the Construction Drawings, Landlord shall notify Tenant of any Tenant Improvements required to be removed prior to the Expiration Date or any earlier termination of this Lease in accordance with Section 24. Landlord shall be entitled to reimbursement for VOA's fees in accordance with the provisions of Section 37. Tenant shall be responsible for ensuring that the design of the VOA Space Plan, as well as the Construction Drawings including, without limitation, any existing conditions that Tenant may choose to utilize for its occupancy, are in compliance with all Applicable Laws as of the Commencement Date. Landlord shall also engage Environmental Systems Design, Inc. ("ESD") to provide mechanical, electrical and plumbing engineering design drawings to be used in connection with the Construction Drawings at a not-to-exceed cost mutually agreed by Landlord and Tenant in writing prior to the date on which Landlord executes an agreement engaging ESD to perform such services (although Landlord shall not be responsible to Tenant for any acts, errors or omissions by such engineer), and shall reimburse Tenant, promptly upon receipt of invoices therefor, for any reasonable and customary out-of-pocket expenses associated with its move to the Premises including, without limitation, a move consultant, provided that, (1) the cumulative total amount payable by Landlord with respect to the items described in this sentence shall not exceed four and 50/100ths dollars (\$4.50) per rentable square foot of the Premises, and (2) Landlord shall not have an obligation to reimburse Tenant for any expenses associated with its move to the Premises until ESD confirms that it has provided Landlord with its final invoice relating to its services in connection with the Construction Drawings.

(c) *Early Access.* So long as Tenant does not interfere with the completion of the Tenant Improvements, Tenant shall have the right to access such portions of the Premises designated by Landlord fifteen (15) days prior to the date on which Landlord reasonably expects each particular floor to be substantially complete so that Tenant may install its fixtures, furniture and equipment (other than the furniture and furniture panels Landlord is to install pursuant to Section 1(k) of the Work Letter). Landlord shall notify Tenant at least five (5) days prior to the date on which the foregoing access right takes effect so that Tenant may begin to exercise such right, as well as make mutually acceptable arrangements to allow Landlord to prepare the security cards described in Section 9(c) during such fifteen (15) day period. Such access shall be subject to all terms and conditions of this Lease except that Tenant shall not have an obligation to remit any Base Rent or Additional Rent, each as described below in Sections 5 and 6, respectively.

5. Base Rent.

(a) *Amounts; Payment Obligations.* Tenant hereby covenants and agrees to pay to Landlord base rent ("Base Rent") throughout the Term in the amounts set forth in the following table:

Months of Term	Year of Term	Base Rent per rentable square foot of the Premises per annum	Dollar amount of Base Rent per annum	Dollar amount of Base Rent per month
1 st – 12 th month	1	\$20.50	\$3,228,750.00	\$269,062.50
13 th – 24 th month	2	\$21.00	\$3,307,500.00	\$275,625.00
25 th – 36 th month	3	\$21.50	\$3,386,250.00	\$282,187.50
37 th – 48 th month	4	\$22.00	\$3,465,000.00	\$288,750.00
49 th – 60 th month	5	\$22.50	\$3,543,750.00	\$295,312.50
61 st – 72 nd month	6	\$23.00	\$3,622,500.00	\$301,875.00
73 rd – 84 th month	7	\$23.50	\$3,701,250.00	\$308,437.50
85 th – 96 th month	8	\$24.00	\$3,780,000.00	\$315,000.00
97 th – 108 th month	9	\$24.50	\$3,858,750.00	\$321,562.50
109 th – 120 th month	10	\$25.00	\$3,937,500.00	\$328,125.00

121 st – 132 nd month	11	\$25.50	\$4,016,250.00	\$334,687.50
133 rd – 144 th month	12	\$26.00	\$4,095,000.00	\$341,250.00
145 th – 156 th month	13	\$26.50	\$4,173,750.00	\$347,812.50
157 th – 168 th month	14	\$27.00	\$4,252,500.00	\$354,375.00
169 th – 180 th month	15	\$27.50	\$4,331,250.00	\$360,937.50

Base Rent shall be payable in advance on the first day of each month of the Term, without notice, demand, deduction or set-off whatsoever, and shall be payable to Landlord at its address set forth below in Section 35 or as Landlord may otherwise notify Tenant. Base Rent for any period during the Term less than one calendar month shall be prorated based on a three hundred sixty-five (365) day year.

(b) Abatement. Notwithstanding the foregoing provisions of this Section 5 to the contrary, so long as Tenant is not in Default under the provisions of this Lease, Tenant shall be relieved of its obligation to remit Base Rent for the first twelve (12) months following the Delivery Date with respect to each particular floor of the Premises up to a maximum amount of three million two hundred twenty-eight thousand seven hundred fifty dollars (\$3,228,750) (“*Maximum Abatement*”), although such amount shall be decreased to the Modified Maximum Abatement as defined in, and in accordance with, the provisions of, Section 5(c). If Tenant is in Default at any point during the period in which Base Rent is abated, however, all monthly installments of Base Rent accruing from and after the Commencement Date previously abated shall thereafter become due and payable within thirty (30) days after Landlord’s delivery of a notice therefor. Tenant acknowledges and agrees that the Base Rent shall remain fixed and unaffected in the event Tenant is able to reduce or abate the amount of Real Estate Taxes (as defined in Section 6(b)) Tenant is obligated to pay pursuant to the provisions of Section 6.

(c) Abatement Alternative.

(1) Grant of Supplemental Work Funds. As an alternative to a portion of the abatement rights described in Section 5(b), Tenant may, in its sole discretion, elect to request Landlord to pay for all or a portion of the Additional Work or any labor and materials separately contracted for the benefit of Tenant in the performance of anything outside the scope of Landlord’s express duties and obligations hereunder in order to prepare the Premises for its occupancy thereof, all in accordance with the provisions of this Section 5(c). Any such amounts shall be requested prior to March 31, 2007 and shall bear interest at the rate of eight percent (8%) per annum (based on a 365-day year) accruing from the last day of the calendar month in which Landlord remits such amounts until the date of full repayment (such amounts, plus interest, shall be referred to herein as “*Supplemental Work Funds*”). At no point, however, shall the total aggregate amount expended by Landlord as the Supplemental Work Funds ever exceed two million five hundred thousand dollars (\$2,500,000). Further, Tenant acknowledges and agrees that: (A) Landlord’s sole obligation under this Section 5(c) is to remit payments in accordance with the provisions hereof; (B) Tenant shall enter into contracts directly with such vendors or contractors or allow a third party to do so on its behalf (provided that the only contract held by or on behalf of Landlord shall be the contract for any work to be performed by Landlord’s general contractor), provided that such vendors and contractors shall be selected in compliance with the provisions of Section 10 and Tenant shall be responsible to Landlord for any acts, errors or omissions of such vendors and contractors; and (C) Landlord shall bear no responsibility whatsoever for any acts, errors or omissions by such vendors or contractors.

(2) Requests for Supplemental Work Funds. In order to request Landlord to remit any Supplemental Work Funds, Tenant shall submit to Landlord an application for payment which shall set forth in detail the work performed, the amounts requested, as well as the names and Federal Employer Identification Numbers of the vendors or contractors to be paid, and shall include the following: (A) a copy of the corresponding underlying invoices bearing the initials of an authorized signatory of Tenant evidencing its approval thereof; (B) a statement executed by an authorized signatory of Tenant that, to the best of Tenant’s knowledge, none of the vendors or contractors included within the application for

payment have any rights to assert any liens based on the labor and material provided to Tenant; and (C) executed documentation, in a form reasonably satisfactory to Landlord, from the underlying vendors or contractors waiving and releasing any liens based on the labor and material provided to Tenant. Provided that a complete application for payment is received by Landlord not later than the twentieth (20th) day of a month, Landlord shall remit payment not later than the last day of the following month. Tenant shall not be entitled to submit more than one (1) application for payment in any thirty (30) day period.

(3) *Tenant's Repayment.* Starting with the first day of the first calendar month after the Commencement Date and on the first day of each month thereafter until the earlier of December 31, 2007 or the repayment in full of the Supplemental Work Funds ("*Reconciliation Date*"), Tenant hereby covenants and agrees to remit to Landlord at its address set forth below in Section 35 or as Landlord may otherwise notify Tenant a monthly minimum payment of at least two hundred sixty nine thousand sixty-two and 50/100ths dollars (\$269,062.50) (or the remaining balance of the Supplemental Work Funds if such balance is less than the foregoing amount) ("*Monthly Payments*"), without notice, demand, deduction or set-off whatsoever. Tenant's failure to remit any Monthly Payments shall entitle Landlord to the same remedies it has upon Tenant's failure to pay Base Rent or Additional Rent.

(4) *Reconciliation Process.* Starting with the last day of the first calendar month after Tenant requests Supplemental Work Funds and on the first day of each month thereafter until Tenant pays the Supplemental Work Funds in full, Landlord shall remit a statement to Tenant that identifies the then current balance of the Supplemental Work Funds, as well as its components (*i.e.*, additions to reflect amounts expended for Tenant's requests for Supplemental Work Funds, deductions to reflect any Monthly Payments, and the calculation of interest). On or before the Reconciliation Date, Landlord shall send Tenant a final statement showing the then current balance of the Supplemental Work Funds and such balance shall be deducted from the Maximum Abatement, which remaining balance shall be referred to herein as the "*Modified Maximum Abatement.*" The foregoing final statement shall also specify how the Modified Maximum Abatement shall be applied to abate Tenant's obligations under this Section 5 to remit Base Rent.

6. *Additional Rent.*

(a) *Obligation to Pay Additional Rent.* In addition to Base Rent, Tenant hereby covenants and agrees to pay to Landlord as additional rent: (1) Tenant's Pro Rata Share of the Operating Expenses in excess of the Operating Expenses for 2007; (2) Tenant's Pro Rata Share of the Real Estate Taxes in excess of the Real Estate Taxes for 2007; (3) the Electricity Charge (if billed directly to Landlord); and (4) any other amounts which Tenant is to remit to Landlord pursuant to the provisions of this Lease which amounts, unless expressly provided otherwise, shall be due and payable within thirty (30) days after receipt of an invoice therefor (collectively, "*Additional Rent*").

(b) *Definitions.* For purposes of this Lease, the following terms shall have the following meanings:

"*Electricity Charge*" shall mean the actual costs of Tenant's consumption of electricity in the Premises as determined by the meter(s) installed by or on behalf of Landlord at Landlord's sole cost and expense in the main electrical closet serving the Premises on or before the Commencement Date for the purpose of determining the amount of Tenant's electrical consumption in the Premises.

"*Lease Year*" shall mean each calendar year, or portion thereof, occurring during the Term, starting with the year 2007.

"*Operating Expenses*" shall mean Landlord's cost and expenses attributable to the operation, maintenance, management, and repair of the Building and the Parking Area including, without limitation, the following: the cost of labor, supplies, tools, materials and equipment; premiums and other charges for

commercial general liability insurance, property insurance and other insurance deemed reasonably necessary by Landlord for the prudent ownership and operation of the Building (other than rent loss insurance); the cost of electricity, water, sewer, gas, fuel, lighting, heating, ventilating and air conditioning, or other utilities for the Parking Area and the Common Areas; costs incurred for inspections, permits and licenses or to otherwise comply with Applicable Laws (to the extent consistent with the provisions of Section 11(e)); sales, use, and excise taxes on goods and services purchased by Landlord for use with respect to the Building and the Parking Area; auditing or accounting fees; legal fees, costs, and disbursements; management fees (provided that if such fees relate to any real property other than the Property, such fees shall be proportionately adjusted so they reflect fees solely relating to the Building and Parking Area); and the annual amortization over its useful life with a reasonable salvage value on a straight-line basis of the costs of any capital improvements made by Landlord if such capital improvements involve the fire/life safety systems of the Building, the repair or replacement of Building systems that are at or near the end of their useful life, are reasonably expected to decrease Operating Expenses, or are required to comply with Applicable Laws (to the extent consistent with the provisions of Section 11(e)).

Notwithstanding the foregoing, "*Operating Expenses*" shall exclude the following: Real Estate Taxes; commissions, costs, allowances or disbursements for leasing, renovating, decorating or improving space for tenants or other occupants including, without limitation, attorneys' fees incurred in connection with preparing and negotiating leases or resolving disputes; costs associated with any office space occupied in the Building by or on behalf of Landlord or its affiliates for any purpose other than the management of the Building; interest, financing charges or other payments on mortgages, deeds of trust, or underlying ground leases or master leases involving the Property; depreciation on the Building or its equipment; costs incurred for special services or levels of service performed to a greater extent or in a manner more favorable to other tenants which are not similarly performed for Tenant; other costs or expenses incurred by Landlord to the extent Landlord is entitled to reimbursement of such costs and expenses (such as insurance proceeds as the result of an insured casualty) or from any other tenant (other than through such tenant's payment of Operating Expenses); charitable and political contributions; costs and expenses, including legal fees, accounting fees and salaries and benefits in respect of partners, shareholders and officers of Landlord, associated with operation of the internal business of Landlord; costs to correct defects in the initial construction of the Building and the initial Building equipment which are not as a result of ordinary wear and tear; costs associated with the construction of the Tenant Improvements or the improvements to the Building in connection with the Redevelopment Agreement (as defined in Section 6(e)); costs to repair or replace the Building due to the total or partial destruction of, or damage to, the Building or the condemnation of a portion thereof; costs or fees paid to any corporation or entity related to or affiliated with Landlord in excess of the amount which would be paid in the absence of such relationship; costs covered by enforceable warranties and guarantees or unenforceable warranties and guarantees if same are unenforceable solely by reason of any act or omission of Landlord; the portion of any expense otherwise included in Operating Expenses which are allocable to any other properties of Landlord or any affiliates of Landlord, such as the portion of the personnel benefits, expenses and salaries of the type set forth in this paragraph of employees allocable to time spent by such employees in connection with properties other than the Building or the portion of the premiums for any insurance carried under blanket or similar policies to the extent allocable to any property other than the Building; gains or foreign ownership or control tax, mortgage recording tax, transfer or transfer gains tax, inheritance or estate tax imposed upon Landlord; advertising and promotional expenditures; and costs of clean-up, removal or remediation of any Hazardous Materials (as defined in Section 32, provided that Landlord shall nevertheless retain its rights to reimbursement from Tenant to the extent provided in Section 32).

The provisions of Section 11(e) shall govern the inclusion within "*Operating Expenses*" of any costs to correct any non-compliance with Applicable Laws of the Common Areas, the Parking Area or the Premises. Further, notwithstanding any of the foregoing provisions to the contrary, Tenant's Pro Rata Share of management fees included within the Operating Expenses shall not exceed three percent (3%) of

any and all Base Rent, Additional Rent, and any other sums Landlord is to receive from Tenant under this Lease (without giving effect to any rental abatement provided under Section 5 or elsewhere in this Lease).

“*Real Estate Taxes*” shall mean the real property taxes and assessments, special or otherwise, imposed upon the Property and reasonable legal fees, costs, and disbursements incurred for proceedings to contest, determine, or reduce the foregoing. Notwithstanding the foregoing, Real Estate Taxes shall not include federal, state, or local income, franchise, gift, transfer, excise, capital stock, estate, succession, or inheritance taxes, unless any of the foregoing are imposed against Landlord in substitution of any Real Estate Taxes.

“*Tenant’s Pro Rata Share*” shall be calculated by dividing the rentable square footage of the Premises, namely, 157,500 rentable square feet, by the rentable square footage of the Building which amount shall be deemed to be 1,144,000 rentable square feet. Accordingly, Tenant’s Pro Rata Share is thirteen and 77/100ths percent (13.77%).

(c) *Determination of Tenant’s Pro Rata Share of Operating Expenses & Real Estate Taxes.* As soon as reasonably practicable following the end of the first Lease Year (*i.e.*, December 31, 2007), but in no event later than May 1, 2008, Landlord shall provide notice to Tenant which includes Tenant’s Pro Rata Share of the Operating Expenses and the Real Estate Taxes and an estimate for the upcoming Lease Year of Tenant’s Pro Rata Share of the Operating Expenses and the Real Estate Taxes. Thereafter throughout the Term, as soon as reasonably practicable following the end of each Lease Year, but in no event later than May 1 of the such succeeding Lease Year, Landlord shall provide notice to Tenant which includes Tenant’s Pro Rata Share of the actual Operating Expenses and Real Estate Taxes for the preceding Lease Year and an estimate for the upcoming Lease Year of Tenant’s Pro Rata Share of the Operating Expenses and the Real Estate Taxes. Each notice sent pursuant to this Section 6(c) shall contain reasonably detailed calculations demonstrating Tenant’s Pro Rata Share in each instance and shall be referred to herein as an “*Additional Rent Notice*.”

(d) *Timing of Tenant’s Payment of Operating Expenses & Real Estate Taxes.* Within thirty (30) days following Landlord’s delivery of an Additional Rent Notice, Tenant shall remit any amounts owing as Additional Rent which have accrued prior to the delivery of the Additional Rent Notice (*i.e.*, amounts owing for the immediately preceding Lease Year as a result of Landlord’s underestimate of the Operating Expenses or the Real Estate Taxes, as well as amounts owing for the then current Lease Year for the time period elapsing prior to Landlord’s delivery of the Additional Rent Notice). In addition, beginning on the first day of the first calendar month after Tenant receives an Additional Rent Notice, Tenant shall pay Landlord one-twelfth (1/12) of Tenant’s Pro Rata Share of the Operating Expenses and the Real Estate Taxes. In the event Landlord overestimated the Operating Expenses or the Real Estate Taxes, Landlord shall provide a credit therefor towards Tenant’s Base Rent next due or, if following the Expiration Date or any earlier termination of this Lease, remit payment to Tenant for the amount therefor. Tenant shall continue to remit payments of Additional Rent pursuant to the most current Additional Rent Notice until thirty (30) days after Landlord’s delivery of an updated Additional Rent Notice in accordance with this Section 6.

(e) *Real Estate Taxes.* Real Estate Taxes “for” a given Lease Year shall mean the Real Estate Taxes which are due or payable during such Lease Year rather than the Real Estate Taxes which are assessed or become a lien during such Lease Year. Landlord, in its sole reasonable discretion, may elect to contest components of Real Estate Taxes, subject to any restrictions imposed by the final executed version of that certain CNA Redevelopment Agreement, by and between the City of Chicago, through its Department of Planning and Development, and CNA Financial Corporation (“*Redevelopment Agreement*”). If any refund of Real Estate Taxes is received by Landlord for a Lease Year for which Tenant has paid Tenant’s Pro Rata Share of Real Estate Taxes, Landlord shall promptly refund to Tenant, Tenant’s Pro Rata Share of the amount of such refund. Notwithstanding any provisions in this Section 6 to the contrary, if Tenant qualifies for any exemption or abatement of Real Estate Taxes separate from

that available to Landlord, Tenant may elect to pursue such exemptions or abatements at any time during the Term so long as: (1) Tenant notifies Landlord, at least sixty (60) days prior to commencing any such proceedings, of Tenant's intent to pursue such exemptions or abatements and of its good faith belief that such exemptions or abatements shall not increase the Real Estate Taxes otherwise payable by Landlord, nor violate any restrictions imposed by the Redevelopment Agreement; (2) Landlord notifies Tenant within thirty (30) days after its receipt of such notice that it does not have any objection to Tenant's pursuit thereof based on the grounds set forth in clause (1) of this sentence; and (3) if Landlord notifies Tenant that it does not have any objections, Tenant shall provide Landlord with copies of any documents submitted and responses received throughout such process and shall promptly respond to any requests by Landlord seeking information with respect thereto. Further, in the event Tenant is successful in obtaining such exemptions or abatements, Tenant acknowledges and agrees that the sole relief to Tenant with respect to its payment obligations under this Lease is a credit towards Tenant's Pro Rata Share of Real Estate Taxes included within the Additional Rent payable under this Section 6 that is equal to the amount by which Landlord's obligations to remit Real Estate Taxes is abated or reduced (*i.e.*, the Base Rent payable under Section 5 shall remain fixed and unaffected).

(f) *Landlord's Books and Records Relating to Operating Expenses & Real Estate Taxes.* Landlord shall maintain books and records relating to Operating Expenses and Real Estate Taxes. Tenant or its agents or designees shall have the right to audit such books and records, solely with respect to the specific information included within the then most current Additional Rent Notice, at Landlord's offices at the Building during Landlord's normal business hours by providing Landlord with notice thereof at least five (5) business days prior to commencing such audit ("*Audit Notice*"). The Audit Notice must include the names and titles of the individuals who will be performing the audit, along with a reasonably detailed explanation of any disputed items contained within the Additional Rent Notice at issue. Further, any such audit must be concluded within sixty (60) days following the furnishing by Landlord to Tenant of such Additional Rent Notice. If Tenant fails to send such an Audit Notice or complete such audit within the foregoing time period, it shall automatically be deemed to have accepted the accuracy of the Additional Rent Notice and to have waived any right to audit Landlord's books and records. If such audit indicates that Tenant was overcharged for Tenant's Pro Rata Share of Operating Expenses or Real Estate Taxes, and Landlord agrees with such results, then Landlord shall provide a credit therefor towards Tenant's Base Rent next due or, if following the Expiration Date or any earlier termination of this Lease, refund to Tenant the full amount of such overcharge. If Landlord disagrees with the findings of Tenant's audit, then Landlord's records shall be audited by a nationally recognized independent certified public accounting firm ("*Auditor*") which is mutually selected by Landlord and Tenant (provided, however, if Landlord and Tenant cannot agree upon the Auditor within thirty (30) days after Landlord advises Tenant of its disagreement with the findings, Landlord may select a nationally recognized independent certified public accounting firm to act as Auditor), but is, under no circumstances, compensated on a contingency fee basis. The results of the Auditor's audit shall be conclusive and binding on Landlord and Tenant. The audit conducted by Tenant and/or the Auditor shall be paid for by Tenant unless such results reveal Landlord overcharged Tenant by an amount in excess of five percent (5%) of Tenant's Pro Rata Share of Operating Expenses and Real Estate Taxes for such lease year. Further, the results thereof, as well as any information relating thereto, shall be kept confidential in accordance with the provisions of Section 38. Pending the results of any audit, Tenant shall be required to pay the sums shown as due on the disputed Additional Rent Notice, and if it shall be determined that any portion of such sums were not properly chargeable to Tenant, then upon such determination Landlord shall promptly credit or pay the appropriate sum to Tenant.

(g) *Electricity.* Tenant shall establish its own account and contract with the utility providing electrical service to the Building and shall pay the Electricity Charge directly to such utility on the basis of bills issued directly by the utility as determined by the meter(s) installed in accordance with Section 6(b). In the event the utility cannot or does not bill Tenant directly for the Electricity Charge, Landlord shall forward each bill it receives with respect to the Premises to Tenant and Tenant shall pay such bill

promptly. Tenant's failure to so pay such charges shall entitle Landlord to the same remedies it has upon Tenant's failure to pay Base Rent or Additional Rent.

(h) *Allocation of Operating Expenses.* If the Building is less than ninety-five percent (95%) occupied throughout an entire Lease Year, then the actual Operating Expenses for the Lease Year in question that vary with occupancy levels in the Building shall be increased to the amount of Operating Expenses which Landlord determines would have been incurred had the Building been at least 95% occupied during such Lease Year. Landlord and Tenant hereby acknowledge and agree that the following Operating Expenses vary with occupancy levels in the Building: janitorial services and janitorial supplies; management fees; utility costs; and waste removal costs.

7. Personal Property Tax; Occupancy Tax. Tenant shall timely pay any and all taxes assessed during the Term against trade fixtures or personal property placed by or on behalf of Tenant in the Premises or assessed during the Term as a result of Tenant's occupancy of the Premises. If such taxes are assessed against Landlord or the Property, Tenant shall pay as Additional Rent its share thereof to Landlord within thirty (30) days after receiving Landlord's statement therefor.

8. Services and Utilities.

(a) *Basic Services and Utilities.* So long as Tenant is not in Default, Landlord shall provide the following services and utilities in a manner consistent with office buildings in downtown Chicago of an age and size comparable to the Building ("*Comparable Buildings*"):

(1) Heating, ventilation, and air conditioning ("*HVAC*") for the Premises to maintain temperatures for comfortable use and occupancy Monday through Friday, 6:00 a.m. through 6:00 p.m., and Saturday, 8:00 a.m. through 1:00 p.m. ("*Building Hours*") excluding the following holidays (or the days on which such holidays are designated for observance): New Year's Day; Memorial Day; the Fourth of July; Labor Day; Thanksgiving Day; the day after Thanksgiving Day; and Christmas Day;

(2) Janitorial and cleaning services to the Premises in accordance with the cleaning specifications attached hereto and incorporated herein as Exhibit K, which specifications may be amended from time to time (any services in addition to those set forth in Exhibit K shall be provided at Tenant's sole cost and expense);

(3) Hot and cold water sufficient for drinking, lavatory, and ordinary cleaning purposes;

(4) Electricity to the Premises that provides electric current of six (6) watts per square foot, demand load for Tenant's use of lighting and other typical electrical consumption (excluding HVAC and building system usage for the Van Buren Building), subject to the provisions of Section 6(g);

(5) Extermination and pest control in the Common Areas (when necessary);

(6) Maintenance of, as well as necessary repairs and replacements with respect to, Common Areas;

(7) Elevator service consisting of at least six (6) passenger elevator cabs (including the Dedicated Elevator) at all times on a 24 hour, 7 day a week basis during Building Hours, at least three (3) passenger elevator cabs (including the Dedicated Elevator) at all times on a 24 hour, 7 day a week basis during times outside of Building Hours, and freight elevator service (subject to the restrictions and limitations set forth in the Van Buren Building Contractor Guidelines applicable to all tenants of the Van Buren Building, as amended from time to time by Landlord ("*Contractor Guidelines*"), the current version of which is set forth in Exhibit K attached hereto and incorporated herein); and

(8) Exterior window washing two (2) times annually, weather permitting.

(b) HVAC Outside of Building Hours; HVAC Specifications. Landlord shall provide HVAC for the Premises outside of Building Hours so long as Tenant notifies Landlord of its need therefor at least one (1) complete business day in advance. Tenant shall reimburse Landlord for its costs in providing such additional HVAC within thirty (30) days after Landlord's delivery of an invoice therefor at Landlord's then current rate, which rate may be increased from time to time in an amount equal to the increase in Landlord's actual costs. As of the date hereof, Landlord's current rate is ninety dollars (\$90.00) per hour per floor. Tenant's failure to so pay such charges shall entitle Landlord to the same remedies it has upon Tenant's failure to pay Base Rent or Additional Rent. The current specifications for the HVAC system serving the Building are set forth in Exhibit M attached hereto and incorporated herein.

(c) Chilled Water. Landlord shall provide a chilled water riser for additional cooling requirements within the base building core for any Tenant-provided supplemental air conditioning units up to fifteen (15) tons installed in the Premises in accordance with the provisions of either Section 11 or the Work Letter. Tenant shall reimburse Landlord for its costs in providing such chilled water within thirty (30) days after Landlord's delivery of an invoice therefor at Landlord's then current rate, which rate may be increased from time to time in an amount equal to the increase in Landlord's actual costs. As of the date hereof, Landlord's current rate is seven and 7/10ths cents (7.7¢) per hour per ton (based on the nameplate tonnage rating of the connected equipment). Tenant's failure to so pay such charges shall entitle Landlord to the same remedies it has upon Tenant's failure to pay Base Rent or Additional Rent.

(d) Telecommunications Service. Landlord shall provide Tenant with reasonable access to and use of non-dedicated telephone risers within the base building core utility closets. Further details as to the Building systems relating to telecommunications systems are described in the Work Letter in greater detail. Notwithstanding any provision herein to the contrary, Tenant shall be responsible for arranging for its own telecommunications services to the Premises at its sole cost and expense. In the event Landlord is billed by any telecommunications service provider for charges owing by Tenant, Tenant shall reimburse Landlord therefor within thirty (30) days after delivery of an invoice therefor. Tenant's failure to so pay such charges shall entitle Landlord to the same remedies it has upon Tenant's failure to pay Base Rent or Additional Rent.

(e) Interruption of Services or Utilities. Landlord hereby expressly disclaims any representation or warranty that any services or utilities to be supplied pursuant to this Lease will not be interrupted. Accordingly, Tenant hereby acknowledges, understands, and agrees that, except as expressly provided in this Section 8(e), any interruption shall not: be considered an eviction or disturbance of Tenant's use and possession of the Premises; render Landlord liable to Tenant for damages; abate or decrease Base Rent or Additional Rent; or otherwise relieve Tenant from performing any of its duties or obligations under this Lease. In the event any portion of the Premises becomes unfit for occupancy as a result of such interruption for more than five (5) business days, Landlord shall allow Tenant a proportionate abatement of Base Rent during the time and to the extent the Premises are unfit for occupancy commencing from and after the third (3rd) business day. If such interruption continues for ninety (90) days, Tenant shall have the right, in Tenant's sole discretion, to terminate this Lease by providing notice thereof to Landlord within five (5) business days after the expiration of such ninety-day period.

9. Security; Access to Premises.

(a) Landlord-Provided Security. As of the Commencement Date, the Van Buren Building shall have an on-site security guard during Building Hours and an electronic security card access reader near the Exclusive Entrance, as well as the reader near the Non-Exclusive Entrance, for use outside of Building Hours when the Exclusive Entrance and the Non-Exclusive Entrance will be locked. Tenant's employees, invitees or clients accessing the Premises in connection with the Client Intake Unit shall access the Premises using the Exclusive Entrance and the Dedicated Elevator (provided that any invitees or clients

shall be accompanied by an individual escort provided by Tenant). All other employees of Tenant shall access the Premises using the Exclusive Entrance or the Non-Exclusive Entrance and, outside of Building Hours, shall use the security card readers described above in this Section 9(a). Each of the foregoing security measures are the responsibility of a third-party vendor retained by Landlord. Further, such measures may be modified from time to time by Landlord in its sole discretion. Notwithstanding any of the provisions of this Section 9(a) or Section 9(b), Tenant acknowledges and agrees that such security shall be provided solely for Landlord's convenience and that neither Landlord's agreement to provide such security, nor Landlord's actual provision of the same pursuant to this Lease, shall directly or indirectly create any liability (and Tenant hereby waives any claim based on any such liability) on the part of Landlord to Tenant, any persons occupying or visiting the Premises or the Building, or any other person or entity with respect to any loss by theft, injury or loss of life, or any other damage suffered or incurred in connection with any entry into the Premises or any other breach of security with respect to the Premises or the Building.

(b) Tenant-Provided Security. From and after the Commencement Date, Tenant shall provide such on-site security guard services as are described in this Section 9(b) during Building Hours to: (1) monitor Tenant's invitees and clients who are visiting the Premises in connection with the Client Intake Unit and ensure they limit their access to the areas of the Premises in which the Client Intake Unit functions; (2) respond immediately to any incident within the areas of the Premises in which the Client Intake Unit functions or the areas adjacent to the Exclusive Entrance or the Dedicated Elevator (to the extent they involve any of Tenant's employees, contractors, vendors, subcontractors, representatives, guests, invitees, visitors, clients or agents); and (3) ensure that that Tenant complies with any and all security measures required by Landlord from time to time in accordance with the provisions of the final grammatical paragraph of Section 18 including, without limitation, procedures governing any strikes, demonstrations, marches, protests or similar occurrences. Further, Tenant acknowledges and agrees that any on-site security guards to be provided by Tenant under this Section 9(b) shall have sole responsibility for responding to any security incidents within the areas of the Premises in which the Client Intake Unit functions or, unless otherwise directed by Landlord (in which event Tenant's on-site security guards shall cooperate with Landlord and the third-party vendor retained by Landlord to provide the security measures described in Section 9(a)), involving any of Tenant's employees, contractors, vendors, subcontractors, representatives, guests, invitees, visitors, clients or agents within the areas proximate to the Exclusive Entrance or the Dedicated Elevator. As of the execution of this Lease and until further notice, Landlord requires Tenant to provide one (1) uniformed security guard who shall focus on the 1st and the 9th floors of the Premises. In addition, Tenant shall provide an employee on each of the 1st and the 9th floors who shall serve as a receptionist, as well as full video surveillance of the 1st and 9th floors through a system installed as Additional Work pursuant to a Request for Tenant Authorization of Additional Work. Tenant shall bear sole and exclusive liability and responsibility for such system throughout the use thereof during the Term. As set forth in Section 1(c), Tenant shall promptly notify Landlord if at any point Tenant elects to relocate any portion of the Client Intake Unit to any floor in the Premises (other than the 1st, 8th and 9th floors) or expects to receive a large number of invitees or clients from the general public to any floors other than the 1st or the 9th floors so that the parties may promptly meet in order to reach agreement upon whether any changes in Tenant's provision of security services are warranted. Before Tenant allows any individual to serve as one of its on-site security guards, it shall send notice thereof to Landlord which shall include the name of the individual, as well as the results of a background check (performed at Tenant's sole cost and expense) confirming that the individual has not been convicted of a felony within the immediately preceding seven (7) years.

(c) Tenant's Access. Subject to the provisions of Section 9(a), Tenant and its employees shall have access to the Premises twenty-four (24) hours a day, seven (7) days a week. Prior to the Commencement Date, Landlord shall issue to Tenant security cards, in an amount equal to the number of employees who will occupy the Premises as of the Commencement Date (up to a maximum of nine hundred (900) security cards), for use solely by its employees to provide such access. Such security cards shall permit access through the security card readers described in Section 9(a). As provided in Section

4(c), Tenant shall make mutually acceptable arrangements to allow Landlord to begin preparation of the security cards during the period forty-five (45) days prior to the Commencement Date including, without limitation, making its employees available for photographs. Further, as soon as reasonably practicable following Tenant's request, Landlord shall issue such additional or replacement security cards as Tenant may from time to time reasonably require and Tenant shall reimburse Landlord for the costs associated therewith within thirty (30) days following Landlord's delivery of a notice therefor to Tenant. Landlord shall not be liable for denying entry to any individual unable to show the proper identification. Notwithstanding any provision herein to the contrary, Landlord may temporarily close the Van Buren Building if required because of a life-threatening or Building-threatening situation.

(d) **Landlord's Access.** Landlord and its agents, servants, and employees may enter the Premises without charge, liability, or abatement or diminution of Base Rent or Additional Rent, to: (1) inspect the Premises in connection with Tenant's use thereof, as well as its duties and obligations under this Lease; (2) make repairs, alterations, improvements, and additions either required by the Lease or advisable to preserve the integrity, safety, and good order of all or any portion of the Premises or the Building (provided that if the foregoing do not involve an event of emergency and are not for the benefit of Tenant, Tenant may request Landlord to reschedule such actions at a time more convenient for Tenant); (3) provide janitorial and other services required by this Lease; (4) comply with Applicable Laws; (5) show the Premises to prospective lenders, purchasers or tenants; (6) post notices of non-responsibility pursuant to Section 11(b); (7) remove any Alterations made by Tenant in violation of Section 11, at Tenant's sole cost and expense; (8) exercise its rights and remedies in the event of a Default by Tenant; and (9) respond to any emergencies. In exercising the foregoing rights, Landlord shall provide Tenant with reasonable prior verbal notice and shall use good faith efforts to minimize any unreasonable material interference with Tenant's use of the Premises, all except in the event of an emergency.

10. Repairs and Maintenance. Landlord shall make all repairs and replacements (*i.e.*, exclusive of the Tenant's obligations described in the succeeding sentence) to maintain the Common Areas and the Building, including the roof, foundation, exterior walls, interior structural walls, all structural components, and all base building systems such as mechanical, electrical, HVAC, and plumbing. Subject to the preceding sentence, Tenant, at its sole cost and expense, shall maintain the Premises including, without limitation, the fixtures therein, in good order, condition and repair (reasonable wear and tear excepted), shall not commit waste, and shall reimburse Landlord, within thirty (30) days after receipt of an invoice therefor, for the costs of making any repairs or replacements to the Premises resulting from any acts or omissions by Tenant, its employees, contractors, vendors, subcontractors, representatives, guests, invitees, clients, visitors and agents. Tenant shall also reimburse Landlord, within thirty (30) days after receipt of an invoice therefor, for any damages to the Common Areas which Landlord determines, after a reasonable investigation, resulted from any negligence or willful misconduct by Tenant, its employees, contractors, vendors, subcontractors, representatives, guests, invitees, clients, visitors and agents solely to the extent such damages are not covered by Landlord's property insurance policy. Any and all vendors and contractors to be retained by Tenant in connection with its obligations under this Section 10 shall be selected from the then current Approved Vendor List. Any and all vendors and contractors to be retained by Tenant in connection with any Alterations shall be selected from the then current pre-approved list maintained and revised from time to time by Landlord ("*Approved Vendor List*"). The current version the Approved Vendor List is attached hereto and incorporated herein as Exhibit N. In the event Tenant desires to retain a vendor or contractor not included on the foregoing list, it shall send notice thereof to Landlord which shall include the name of the vendor or contractor, as well as the results of a background check (performed at Tenant's sole cost and expense) confirming that none of the individuals who will be performing services on behalf of the vendor or contractor has been convicted of a felony within the seven (7) years immediately preceding the date on which such individuals shall begin performing such services. Within five (5) business days after receiving the foregoing notice from Tenant, Landlord shall advise whether or not it approves Tenant's use of such vendor or contractor.

11. *Alterations and Improvements; Americans with Disabilities Act.*

(a) *Landlord's Approval Required.* For purposes of this Lease, "Alterations" shall mean any and all alterations, additions, substitutions, installations, changes, and improvements within or to the Premises including, without limitation, the installation of any servers, supplemental air equipment, battery backup or uninterrupted power sources and any other related equipment to operate Tenant's data center. The term "Alterations" shall not include the Tenant Improvements, any Additional Work or any work for which Landlord expends Supplemental Work Funds in accordance with the provisions of Section 5(c). Tenant shall not make any Alterations in, about or to the Premises without Landlord's prior consent, which consent shall not be unreasonably withheld, conditioned or delayed. To obtain such consent, Tenant shall submit to Landlord reasonably detailed plans and specifications of the Alterations, as well as the name of the vendor or contractor which Tenant proposes to retain to construct the Alterations, and Landlord shall within fourteen (14) days from the receipt thereof notify Tenant as to whether it approves or disapproves of the plans. In the event Landlord disapproves of the plans, Landlord shall also provide Tenant with a reasonably detailed description of the items not acceptable to Landlord and of proposed modifications to be made to the plans to secure Landlord's approval, which approval shall not be unreasonably withheld, conditioned or delayed. Thereafter, Tenant may submit to Landlord revised plans and specifications and Landlord shall have five (5) business days from the receipt thereof in which to notify Tenant whether it approves or disapproves the same, and the foregoing process shall continue until Tenant secures Landlord's reasonable approval. Contemporaneous with Landlord's approval of any Alterations, Landlord shall notify Tenant of any Alterations required to be removed prior to the Expiration Date or any earlier termination of this Lease in accordance with Section 11(d). Any and all vendors and contractors to be retained by Tenant in connection with any Alterations shall be selected from the then current Approved Vendor List. In the event Tenant desires to retain a vendor or contractor not included on the Approved Vendor List, it shall seek Landlord's approval thereof by sending notice thereof which shall include the name of the vendor or contractor, as well as the results of a background check (performed at Tenant's sole cost and expense) confirming that none of the individuals who will be performing services on behalf of the vendor or contractor has been convicted of a felony within the seven (7) years immediately preceding the date on which such individuals shall begin performing such services. Within five (5) business days after receiving the foregoing notice from Tenant, Landlord shall advise whether or not it approves Tenant's use of such vendor or contractor. Notwithstanding the foregoing provisions of this Section 11(a), so long as Tenant utilizes a vendor or contractor on the Approved Vendor List, Tenant need not obtain Landlord's approval for Alterations which involve non-structural cosmetic alterations to the interior of the Premises for which the total cost thereof, either individually or in the aggregate, does not exceed ten thousand dollars (\$10,000.00), but shall instead merely send notice thereof to Landlord.

(b) *Construction of Alterations.* At least fifteen (15) days prior to beginning any Alterations, Tenant shall provide Landlord with evidence of its contractor's builder's risk or other insurance policies in forms and amounts satisfactory to Landlord, and if the Alterations' estimated cost exceeds twenty-five thousand dollars (\$25,000.00), and Landlord may require Tenant to supply a lien and completion bond, bank letter of credit, or other security satisfactory to Landlord to protect Landlord against materials and mechanics liens or any other claims arising out of the Alterations. As further protection against the foregoing, Tenant hereby acknowledges and agrees that Landlord may post or record notices of non-responsibility with respect to the Alterations. Tenant shall diligently perform and complete any Alterations approved by Landlord in accordance with the submitted plans and specifications, in compliance with all Applicable Laws and the Contractor Guidelines, in a good and workmanlike manner using new materials and installations at least equal in quality to the materials and installations in the Building as of the Commencement Date, without disturbing the quiet possession of the other tenants or occupants of the Property or interfering with the construction, operation, or maintenance of the Building. Under no circumstances shall any Alterations impair the structural soundness of the Building or adversely affect the water, plumbing, heating, air conditioning, electrical or other mechanical systems serving the Building. The parties agree that Landlord's and Tenant's contractors, materialmen, vendors, consultants,

subcontractors, along with their respective employees or agents, (1) shall work in harmony and not unreasonably interfere with all other trades performing any work at the Property, and (2) shall work in compliance with any collective bargaining or other related agreements. Tenant shall provide Landlord with CAD disks and as-built drawings within sixty (60) days of the completion of the Alterations.

(c) Reimbursement of Landlord's Costs; Tenant's Failure to Comply. Tenant shall reimburse Landlord within thirty (30) days after receipt of an invoice therefor for any and all costs associated with Landlord's review and approval of any proposed Alterations, as well as the inspection and supervision of the construction of Alterations, which shall be based upon a commercially reasonable hourly rate for the actual time it takes for review. Further, in the event Tenant fails to comply with the provisions of Sections 11(a) or 11(b), Landlord may correct or remove any non-complying Alterations and Tenant shall reimburse Landlord for any and all costs associated therewith within thirty (30) days after receiving an invoice therefor.

(d) Removal of Alterations. Tenant shall, at Landlord's option, be required to remove the Alterations prior to the Expiration Date or any earlier termination of this Lease and promptly repair any damage as a result of such removal. Landlord's option to require such removal shall be exercised contemporaneous with Landlord's approval of the plans and specifications of the Alterations in accordance with Section 11(a). In the event Tenant fails to comply with the provisions of this Section 11(d), Landlord may remove such Alterations and Tenant shall reimburse Landlord for any and all costs associated therewith within thirty (30) days after receiving an invoice therefor.

(e) Applicable Laws; Americans with Disabilities Act. So long as the VOA Space Plan, as well as the Construction Drawings, are in compliance with Applicable Laws as of the Commencement Date, the Premises and the corridors, elevators, stairs, restrooms and any other portion of the Common Areas addressed in the VOA Space Plan or directly impacted by the VOA Space Plan (collectively, the "Limited Common Areas") shall be in compliance with the then current requirements imposed by Applicable Laws in effect as of the Commencement Date including, without limitation, the ADA, and any costs associated therewith shall not be included within the Operating Expenses. In the event that the Premises or the Limited Common Areas are not in compliance with Applicable Laws as of the Commencement Date as a result of the non-compliance of either the VOA Space Plan or the Construction Drawings with Applicable Laws as of the Commencement Date, the responsibility for remedying any non-compliance shall belong to Landlord, but the responsibility for the payment of all costs incurred by Landlord in connection therewith shall belong solely to Tenant. In the event that any portion of the Common Areas other than the Limited Common Areas must be modified or any other action relating thereto must be undertaken in the future to comply with any amendments to or subsequent interpretations of the Applicable Laws that take effect after the Commencement Date, the responsibility for such modification or action (including the payment of all costs incurred in connection therewith) shall belong to Landlord, although such costs may be included within the Operating Expenses (unless the drawings prepared by Landlord's architect, Powell/Kleinschmidt, Inc. are not in compliance with Applicable Laws as of the Commencement Date, in which case Landlord may not include such costs within the Operating Expenses). Notwithstanding the foregoing, if any modifications or actions to either the Premises or the Common Areas are as a result of any changes in Tenant's use of or activity within the Premises (*i.e.*, any use or activity other than that contemplated in Section 2) or any Alterations, then the responsibility for such modification or action shall belong to Landlord, but the responsibility for the payment of all costs incurred in connection therewith shall belong to Tenant.

(f) Mechanic's Liens. Tenant shall not permit any mechanic's liens or other liens to be placed upon the Premises, the Van Buren Building, or the Property in conjunction with any Alterations or otherwise, and no provision of this Lease shall be deemed or construed in any way as constituting the consent or request of Landlord, express or implied, by inference or otherwise, to any person for the performance of any labor or the furnishing of any materials to the Premises, or any part thereof, nor as giving Tenant any right, power or authority to contract for or permit the rendering of any services or the

furnishing of any materials that would give rise to any mechanic's or other liens against the Premises, the Building, or the Property. Under no circumstances, however, shall Tenant be deemed responsible for any liens arising as a result of Landlord's responsibilities in connection with the construction of the Tenant Improvements. In the event any such lien attaches to the Premises, the Van Buren Building, or the Property, Tenant shall, within ten (10) days after receiving notice thereof: discharge the lien; or either provide a title insurance endorsement or post a bond equal to the amount of the disputed claim with companies reasonably satisfactory to Landlord and thereafter promptly and diligently contest the validity of the lien. Tenant shall indemnify, defend, and hold Landlord harmless from and against any and all losses, damages, or other liabilities incurred as a result of such liens. If Tenant does not so discharge the lien, provide a title insurance endorsement, or post the bond within the ten (10) day period, Landlord may pay any amounts including, without limitation, interest and legal fees, to discharge the lien and Tenant shall thereafter reimburse Landlord therefor within ten (10) days after Landlord's delivery of notice thereof.

(g) *Cable.* Tenant shall not install any electric, voice, phone, data or telecommunications wiring or cabling, as well as any related equipment (collectively, "*Cable*"), within the Premises or any other portions of the Van Buren Building without Landlord's prior consent, which consent shall not be unreasonably withheld, conditioned or delayed. In addition, any installation, repair, removal, or other work involving the Cable shall be performed at Tenant's sole cost and expense in accordance with the provisions of the Work Letter or the foregoing provisions of Section 11. Notwithstanding any provision in this Lease to the contrary, Tenant shall not access any electrical closets or risers in the Van Buren Building except through a vendor or contractor included on the Approved Vendor List.

12. *Additional Rights Reserved to Landlord.* In addition to the other rights, benefits and protections granted to Landlord pursuant to this Lease, Landlord shall also have the following rights, all of which may be exercised in Landlord's sole discretion and shall not constitute an actual or constructive eviction or subject Landlord to any liability: (a) to install, change and maintain a building sign or signs on the exterior or interior of the Van Buren Building or to change the name or address of the Building (provided that Landlord reimburse Tenant for its reasonable out-of-pocket costs associated with such name or address change unless required by Applicable Laws); (b) to maintain pass keys or keycards to the Premises for use in the operation and maintenance of the Van Buren Building; (c) to change, improve or relocate any portion of the Common Areas including, without limitation, the entrances and exits of the Van Buren Building, corridors, elevators, stairs, or bathrooms, provided such change does not materially and detrimentally impact Tenant's ability to use the Premises in accordance with the provisions of Section 2 (provided that if Landlord engages in the foregoing for any reason other than to comply with any amendments to or subsequent interpretations of Applicable Laws that take effect after the Commencement Date and if such actions decrease the size of the Premises, Landlord and Tenant shall enter into a mutually acceptable amendment that correspondingly decreases the Base Rent and Tenant's Pro Rata Share and obligates Landlord to reimburse Tenant for any reasonable and customary out-of-pocket expenses incurred as a result thereof); (d) to close, from time to time, the Common Areas and other portions of the Property for such temporary periods as Landlord deems legally sufficient to evidence Landlord's ownership and control thereof and to prevent any claim of adverse possession by, or any implied or actual dedication to, the public or any party other than Landlord (so long as Tenant continues to have access to the Premises); and (e) to engage in such other actions as Landlord deems necessary or desirable in its operation and management of the Van Buren Building.

13. *Assignment and Subletting.*

(a) *Landlord's Consent Required.* Tenant shall not assign, convey, mortgage, encumber, sublease or otherwise transfer (whether by operation of law or otherwise) all or any portion of the Premises or its rights under this Lease or permit all or any portion of the Premises to be occupied or used by any other person or entity other than Tenant (collectively, "*Transfer*") without the prior consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. In the event that

Tenant engages in a Transfer in violation of this Section 13, this Lease, along with such Transfer, shall, at the sole option of Landlord, be null and void and have no further force or effect. Further, Landlord's consent to any one Transfer shall not waive the requirement of obtaining Landlord's prior consent to any subsequent Transfer and similarly, Landlord's acceptance of Base Rent or Additional Rent from any such subtenant, assignee, occupant or other transferee (collectively, "Transferee") shall also not waive the requirement of obtaining Landlord's prior consent. Notwithstanding any of the foregoing provisions of this Section 13 to the contrary, Landlord hereby confirms that it does not have an objection to Tenant's sublease of Premises located on the 1st and 9th floors to CHAC, Inc., an Illinois corporation, in order to administer the Client Intake Unit provided that Tenant and CHAC, Inc. enter into a commercially reasonable agreement in which Landlord provides its consent to the sublease prior to the earlier of either (1) July 1, 2006, or (2) the date on which the sublease takes effect or CHAC, Inc. uses or occupies any portion of the Premises.

(b) Procedure to Obtain Landlord's Consent; Recapture Rights. If Tenant desires to engage in a Transfer, Tenant shall provide a notice to Landlord which includes, at a minimum, the following information: the name and address of the proposed Transferee; the nature of the business Transferee is to operate in the Premises; the terms of the proposed Transfer; and financial information on the proposed Transferee. Notwithstanding any provision herein to the contrary, in the event Tenant so desires to engage in a Transfer, Landlord may elect to terminate this Lease with respect to the portion of the Premises involved in the proposed Transfer consisting of a complete floor and, *inter alia*, to deal directly with the proposed Transferee; in the event of such a termination, Landlord shall release Tenant from any further obligations and liabilities under this Lease solely with respect to such recaptured space. Within twenty (20) days from the receipt of the notice and other information from Tenant pursuant to this Section 13(b), Landlord shall notify Tenant whether it approves or disapproves of the proposed Transfer or whether it intends to exercise its recapture rights. In the event Landlord does not elect to exercise its recapture right, Landlord's consent to such transfer shall not be unreasonably withheld.

(c) Conditions Imposed on Transfers. All cash or other proceeds of any Transfer, whether or not consented to by Landlord, which exceed the pro rata portion of Base Rent and Additional Rent applicable to the space included within such Transfer shall be shared equally by Landlord and Tenant after deducting Tenant's reasonable documented out-of-pocket costs of such Transfer including reasonable leasing commissions, allowances, concessions and marketing costs. Subject to the foregoing, Tenant hereby assigns all rights it might have or ever acquire in any such proceeds to Landlord. This covenant and assignment shall run with the land and shall bind Tenant and Tenant's heirs, executors, administrators, personal representatives, successors and assigns. Any Transferee, by assuming Tenant's obligations hereunder, shall assume liability to Landlord for all amounts paid to persons other than Landlord by such Transferee in consideration of any such Transfer in violation of the provisions of this Section 13. If Tenant engages in a Transfer, Tenant shall remain directly and primarily responsible for the faithful performance and observance of all of the covenants and obligations on Tenant's part to be performed in this Lease. Any Transferee shall be bound by and shall comply with all of the terms and provisions in this Lease including, without limitation, the use restriction set forth in Section 2. As a condition to the effectiveness of any assignment that is permitted hereunder, the assignee shall, by an instrument in writing, assume and agree to perform (for the express benefit of Landlord) the terms hereof; and as a condition to the effectiveness of any sublease that is permitted hereunder, the subtenant shall acknowledge in writing (for the express benefit of Landlord) the existence of this Lease and shall covenant not to do or permit to be done anything that would constitute a breach hereof. Tenant shall give Landlord prompt notice of any Transfer that is ultimately completed pursuant to this Section 13, and each such notice shall include the complete name and notice address of the Transferee.

(d) Reimbursement of Landlord's Costs. Tenant shall reimburse Landlord within thirty (30) days after receipt of an invoice therefor for any and all reasonable actual out-of-pocket costs, including attorneys' fees, associated with Landlord's review of any proposed Transfer, regardless of whether it ultimately approves thereof, up to a maximum of five thousand dollars (\$5,000.00).

14. *Insurance; Waiver of Subrogation.*

(a) *Required Coverages.* Tenant shall maintain throughout the Term, at its sole cost and expense, a minimum of the following insurance coverages: (a) a policy of commercial general liability insurance covering personal injury, bodily injury, property damage and contractual liability insurance covering Tenant's indemnity obligations hereunder with a combined single limit of not less than five million dollars (\$5,000,000.00) per occurrence and aggregates with following form excess or umbrella liability coverage with an amount not less than five million dollars (\$5,000,000.00); and (b) a workers' compensation policy providing statutory benefits for Tenant's employees and employers' liability coverage if and as required by applicable law with a limit in an amount not less than five hundred thousand dollars (\$500,000.00) per employee by accident / \$500,000.00 per employee by disease / \$500,000.00 policy limit by disease. Tenant shall increase its insurance coverage upon thirty (30) days' prior notice from Landlord if, in the opinion of Landlord, Tenant's existing coverage is no longer adequate.

(b) *Policy Requirements.* Tenant's insurance coverages shall be effected under valid and enforceable policies issued by reputable insurers duly licensed to do business in the state of Illinois and rated in the then most current version of *Best's Policyholders Guide* as having a policyholder's rating of at least A- and a financial rating of at least Class VII. Further, such policies shall be primary policies (*i.e.*, not as contributing with, or in excess of, any coverage Landlord may carry), shall name Landlord as an additional insured, and shall provide that the insurer is not allowed to cancel, fail to renew or materially change the coverage, in scope or amount, without providing Landlord with at least thirty (30) days' prior notice.

(c) *Insurance Certificates.* Tenant shall cause certificates evidencing the issuance of such policies to be delivered to Landlord at least ten (10) days prior to the Commencement Date and shall thereafter cause certificates or other documentation reasonably acceptable to Landlord evidencing the renewal of such policies prior to the expiration thereof. Each certificate shall set forth the coverages that Tenant is required to maintain under this Section 14. If Tenant fails to so provide such certificates, Tenant shall be deemed to have failed to obtain the insurance coverages which Tenant is required to maintain under this Section 14. Under the foregoing circumstances, Landlord may, but shall not be obligated to, obtain and pay for such insurance coverages and Tenant shall reimburse Landlord therefor within thirty (30) days after Landlord's delivery of notice thereof.

(d) *Impact on Landlord's Insurance.* If any of Landlord's insurance policies are canceled or threatened to be canceled or if the coverage thereunder materially reduced or threatened to be materially reduced due to Tenant's failure to use the Premises in accordance with the provisions of this Lease including, without limitation, the provisions of Section 2, Tenant shall remedy such failure within ten (10) days of Landlord's written notice thereof (provided, however, that such notice and cure period shall be decreased or dispensed with, as reasonably required, in cases of emergency or in circumstances where such failure may jeopardize Landlord's interest in the Property or result in a default by Landlord under any mortgage, security interest, or other agreements involving the Property). In the event Tenant does not remedy such failure within such ten-day period, then Landlord may enter the Premises to attempt to remedy such condition. In the event of such entry, Landlord shall not be liable for any damage or injury caused to any property of Tenant or of others located in the Premises from such entry and Tenant shall reimburse Landlord for all costs associated therewith within thirty (30) days after Landlord's delivery of notice thereof. Further, if Landlord's insurance rates increase at a rate in excess of normal and ordinary course rate increases due to Tenant's particular use of the Premises, Tenant shall reimburse Landlord for such increase within thirty (30) days after Landlord's delivery of notice thereof.

(e) *Mutual Waiver of Subrogation.* Landlord and Tenant each hereby endeavor to waive any rights each may have against the other on account of any loss or damage occasioned to each party's

respective personal property located at the Property arising from any risk generally covered by "all risk" property insurance and each party, on behalf of its respective insurance companies insuring its personal property against any such loss, waives any right of subrogation that they may have against Landlord or Tenant, as the case may be.

(f) Self-Insurance. Tenant may not self-insure any of its insurance requirements set forth in this Section 14 unless it obtains the prior approval of Landlord. Notwithstanding the foregoing, however, Tenant may self-insure its workers' compensation insurance provided that Tenant shall defend, indemnify and hold Landlord harmless from and against any and all claims, demands, actions, proceedings, obligations, liabilities, suits, losses, damages, fines, penalties, assessments, amounts paid in settlement, costs, expenses, and fees including, without limitation, court costs and attorneys' fees, of any and every nature or character, incurred by Landlord, arising out of or connected in any way with such self-insurance.

(g) Definition of Landlord. For purposes of this Section 14, the term "Landlord" shall, in addition to Continental Assurance Company, include CNA Financial Corporation, all affiliates and subsidiaries thereof, and all their respective officers, directors, agents, shareholders, representatives and employees.

15. Indemnification; Non-Liability.

(a) Indemnification of Landlord. Tenant shall defend, indemnify and hold Landlord harmless from and against any and all claims, demands, actions, proceedings, obligations, liabilities, suits, losses, damages, fines, penalties, assessments, amounts paid in settlement, costs, expenses, and fees including, without limitation, court costs and attorneys' fees, of any and every nature or character, incurred by Landlord, arising out of or connected in any way with: (1) any act, omission, negligence, or willful misconduct of (A) Tenant, its employees, contractors, vendors, subcontractors, representatives, invitees, clients and agents, (B) VOA in connection with the Tenant Improvements or VOA and ESD in connection with the completion of any Additional Work, and (C) any other vendors or contractors retained by or on behalf of Tenant to perform any Additional Work or any work for which Landlord expends Supplemental Work Funds in accordance with the provisions of Section 5(c); (2) any accident, injury or damage to property or persons occurring in or about the Property caused by or arising from any act, omission, negligence, or willful misconduct of Tenant, its employees, contractors, vendors, subcontractors, representatives, invitees, clients and agents, unless caused by or arising from the negligence or willful misconduct of Landlord; and (3) any Default committed by Tenant.

(b) Landlord's Non-Liability. Landlord and its employees, representatives, and agents shall not be liable for any damage to the property of Tenant or of others entrusted to Landlord and its employees, representatives, and agents, as well as to the property of any employees of the Property. Tenant agrees that all property of Tenant or its employees, contractors, vendors, subcontractors, representatives, guests, invitees, visitors, clients and agents in or about the Property shall be at the sole risk of Tenant. Landlord and its employees, representatives, and agents, and each of them, shall not be liable for any injury or damage that may result to any person or property in or upon the Property including, without limitation, the Premises, sustained by Tenant, Tenant's employees, contractors, vendors, subcontractors, representatives, guests, invitees, visitors, clients, agents, or other persons, from any cause whatsoever, and, without limiting the generality of the foregoing, whether caused by water leakage or dampness of any character or from any source, gas, fire, oil, electricity, fire, explosion, falling plaster, steam, or due to the equipment or appliances used in connection with the Premises. Tenant acknowledges and agrees that Landlord shall have no obligation or duty to provide any refund or credit to any person as a result of any property loss, injury or damage to any person, or damage or loss suffered by the business of Tenant, nor shall Landlord have any obligation or duty to reimburse or otherwise compensate Tenant in the event of the theft or loss of any property of Tenant, its employees, contractors, vendors, subcontractors, representatives, guests, invitees, visitors, clients, agents or any third parties. Tenant hereby waives and

releases Landlord and its employees, representatives and agents from and against claims, demands, damages, or liabilities arising out of or relating to any of the foregoing including, without limitation, consequential damages. The provisions of this Section 15(b) shall be inapplicable to the extent any of the foregoing arises from the negligence or willful misconduct of Landlord or its employees, contractors or agents.

(c) Economic Sanctions Compliance. If either of the following events occur during the Term, Tenant shall immediately send notice thereof to Landlord: (1) the ownership, control or management of Tenant is altered or changed, in whole or in part, in such a way that receipt or payment of funds or any other contemplated transaction under this Lease would be prohibited by Applicable Laws including, without limitation, Executive Order 13224; or (2) Tenant becomes subject to restrictions imposed by Applicable Laws so that receipt or payment of funds or any other contemplated transaction under this Lease would be prohibited by Applicable Laws including, without limitation, Executive Order 13224. Tenant acknowledges and agrees that upon the occurrence of either of such events, Landlord shall have the right to terminate this Lease and Landlord's obligations to perform under this Lease shall be suspended until the resumption thereof is authorized by Applicable Laws.

(d) Tenant's Funding. Landlord hereby acknowledges and agrees that Tenant's ability to pay the Base Rent and Additional Rent under this Lease is contingent upon funding actions taken by certain governmental bodies including the U.S. Department of Housing and Urban Development ("HUD") and Tenant is required to include this express disclosure within this Lease. If any of the following events occur during the Term, however, Tenant shall immediately send notice thereof to Landlord: (1) loss or expected loss of funding from HUD; or (2) failure to receive timely funding from HUD or an expectation of a delay in funding from HUD.. Tenant acknowledges and agrees that upon the occurrence of any of such events, Landlord shall have the right to terminate this Lease and Landlord's obligations to perform under this Lease shall be suspended until Tenant is timely in its payment of Base Rent and Additional Rent.

(e) Definition of Landlord. For purposes of this Section 15, the term "Landlord" shall, in addition to Continental Assurance Company, include CNA Financial Corporation, all affiliates and subsidiaries thereof, and all their respective officers, directors, agents, shareholders, representatives, contractors and employees.

16. Casualty.

(a) Casualty Affecting Premises. If the Premises are damaged in whole or in part due to any fire or other casualty, within thirty (30) days after Landlord becomes aware thereof, Landlord shall notify Tenant of Landlord's good faith estimate as to when the Premises can be substantially repaired or restored. If Landlord estimates that the Premises cannot be substantially repaired and restored within such one hundred eighty(180) day period from the date of Landlord's notice using standard working methods and procedures, then either party may, within thirty (30) days from the date of Landlord's notice, terminate this Lease by providing notice thereof to the other party. In addition to and notwithstanding the foregoing, Landlord may, within thirty (30) days from the date of Landlord's notice, terminate this Lease by providing notice thereof to Tenant if this Lease is in the last twelve (12) months of its Term. If either party does not so elect to terminate this Lease, Landlord shall promptly and diligently repair and restore the Premises to substantially the same condition as existed before the damage. Any abatement in Base Rent or Additional Rent shall be governed by the provisions of Section 16(c).

(b) Casualty Affecting Building. If the Van Buren Building (exclusive of the Premises) or the Building is damaged in whole or in part due to any fire or other casualty, within thirty (30) days after Landlord becomes aware thereof, Landlord shall notify Tenant of Landlord's good faith estimate as to when the Van Buren Building or the Building can be substantially repaired or restored. If Landlord estimates that the Van Buren Building or the Building cannot be substantially repaired and restored within

one hundred eighty (180) days from the date of Landlord's notice using standard working methods and procedures, then either party may, within thirty (30) days from the date of Landlord's notice, terminate this Lease by providing notice thereof to the other party. In addition to and notwithstanding the foregoing, Landlord may, within thirty (30) days from the date of Landlord's notice, terminate this Lease by providing notice thereof to Tenant if this Lease is in the last twelve (12) months of its Term. If either party does not so elect to terminate this Lease, Landlord shall promptly and diligently repair and restore the Van Buren Building to substantially the same condition as existed before the damage. Any abatement in Base Rent or Additional Rent shall be governed by the provisions of Section 16(c).

(c) Limits on Repair and Restoration. If this Lease is not terminated pursuant to Sections 16(a) or 16(b), Landlord shall allow Tenant a proportionate abatement of Base Rent and Additional Rent during the time, and to the extent, the Premises are unfit for occupancy commencing on the date of such fire or other casualty. Notwithstanding any provision herein to the contrary, Landlord shall not be liable for any inconvenience or annoyance to Tenant or injury to the business of Tenant resulting in any way from such damage or the repair thereof and Landlord shall not be obligated to repair or restore damage to Tenant's trade fixtures, furniture, equipment, any Alterations, or any other personal property.

(d) Tenant's Liability. Immediately upon the occurrence of a fire or other casualty within the Premises, Tenant shall notify Landlord thereof. Notwithstanding any provision herein to the contrary, if the fire or other casualty arose as a result of the negligence or willful misconduct of Tenant, its employees, contractors, vendors, subcontractors, representatives, guests, invitees, visitors, clients and agents, Tenant: (1) shall reimburse Landlord for any and all costs incurred as a result thereof within thirty (30) days after Landlord's delivery of notice thereof; (2) shall not be able to terminate this Lease; and (3) shall not be entitled to any abatement or diminution of Base Rent or Additional Rent.

17. Condemnation.

(a) Definition of Condemnation. For purposes of this Lease, the term "Condemnation" shall mean any and all condemnations, eminent domain proceedings, takings for public or quasi-public use and private purchases in lieu thereof.

(b) Condemnation Affecting Premises. Within ten (10) days after Landlord receives notice of a Condemnation affecting the Premises, Landlord shall provide a copy thereof to Tenant. If a Condemnation occurs as to the entire Premises, this Lease shall automatically terminate as of the date on which Landlord is divested of its title thereto. If a Condemnation occurs as to a portion of the Premises and such Condemnation materially interferes with Tenant's use of the Premises in accordance with Section 2, Tenant may terminate this Lease by providing notice thereof to Landlord within thirty (30) days after Landlord is divested of its title to the Premises. If a Condemnation occurs as to a portion of the Premises and this Lease continues, the parties shall enter into a mutually acceptable amendment which reflects the proportionate reduction in the size of the Premises, the amount of Base Rent and Additional Rent, as well as Tenant's Pro Rata Share. If a Condemnation occurs as to all or a portion of the Premises for a temporary limited period of time, this Lease shall continue to remain in full force and effect, although Tenant's obligations with respect to the portion of the Premises thereby affected shall be proportionately abated during such period of time.

(c) Condemnation Affecting Building. If a Condemnation occurs as to the entire Van Buren Building, this Lease shall automatically terminate as of the date on which Landlord is divested of its title thereto. If a Condemnation occurs as to a material portion of the Van Buren Building (exclusive of the Premises), Landlord may terminate this Lease by providing thirty (30) days' advance notice thereof to Tenant.

(d) Condemnation Awards. All amounts awarded as a result of any Condemnation affecting the Premises or the Van Buren Building shall belong exclusively to Landlord and Tenant hereby assigns to

Landlord any and all rights Tenant may have thereto, expressly waiving any right to claim such amounts on its own behalf. Notwithstanding the foregoing, Tenant may claim and recover from the condemning entity a separate award for Tenant's moving expenses, business dislocation damages, Tenant's personal property, the then unexpired Term, unamortized leasehold improvements and fixtures, and any similar awards, provided that the foregoing shall not reduce the award payable to Landlord. Each party shall seek its own award at its own expense.

18. Default by Tenant. Tenant shall be in default of this Lease upon the occurrence of any of the events described hereinbelow (each such event shall be referred to herein as a "Default"):

(a) Tenant fails to pay Base Rent, Additional Rent or any other amount owing to Landlord when due and such failure continues for more than five (5) business days after Landlord's delivery of notice thereof (provided, however, that Tenant shall not be entitled to such notice and cure period more than once in any Lease Year);

(b) Tenant fails to perform or observe any of its non-monetary obligations under the terms and conditions of this Lease and fails to commence to remedy any such non-performance within thirty (30) days after Landlord's delivery of notice thereof and to diligently prosecute such remedy in such manner as to complete such remedy within sixty (60) days after Landlord's delivery of notice thereof (provided, however, that such notice and cure period shall be decreased or dispensed with, as reasonably required, in cases of emergency or in circumstances where such failure may jeopardize Landlord's interest in the Property or result in a default by Landlord under any mortgage, security interest, or other agreements involving the Property including, without limitation, Tenant's failure to maintain the insurance required by Section 14);

(c) Tenant abandons the Premises for a period of thirty (30) days (in the event Sections 18(a) or 18(b) are also applicable in such circumstances, however, the provisions of Sections 18(a) or 18(b) shall control); or

(d) A petition is filed by or against Tenant to declare Tenant bankrupt or seeking a plan of reorganization or arrangement therefor, or to delay payment of, reduce or modify Tenant's debts; any petition is filed or other action taken to reorganize or modify Tenant's capital structure; Tenant is declared insolvent by law or any assignment of Tenant's property is made for the benefit of creditors; or a receiver is appointed for Tenant or Tenant's property.

Notwithstanding the foregoing provisions of this Section 18, any Default involving the provisions of Section 2 shall be governed by the provisions of this grammatical paragraph. If Landlord is dissatisfied with the manner in which the on-site security services Tenant is to provide pursuant to Section 9(b) respond to any incident in violation of the provisions of Section 2 (*i.e.*, any disorderly, unlawful or hazardous incident, as well as any nuisance, disturbance, interference, or annoyance to Landlord or any other occupants of the Building) and, in Landlord's sole reasonable discretion, such incident has a material adverse impact on Landlord or any other occupants of the Building, Landlord shall so notify Tenant and the parties shall promptly meet in order to reach agreement upon any future preventative or remedial efforts to avoid future incidents. If a second violation occurs at any time within the subsequent twelve (12) months that, in Landlord's sole reasonable discretion, has a material adverse impact on Landlord or any other occupants of the Building, Landlord shall so notify Tenant and the parties shall again promptly meet in order to reach a mutually acceptable agreement with respect to any further preventative or remedial efforts to avoid future incidents. If a third violation occurs at any time within such twelve month period and if Landlord determines, in its sole reasonable discretion, that such incident has a material adverse impact on Landlord or any other occupants of the Building, in addition to all other remedies Landlord has under this Lease, at law and in equity, Landlord shall also have the right to terminate this Lease upon three hundred sixty-five (365) days' advance notice. Within ten (10) days after the date of such notice, Tenant may instead elect to amend this Lease to decrease the Premises in order to

remove therefrom the Client Intake Unit, which amendment shall take effect 365 days after the date of Landlord's notice. Any such amendment would proportionately decrease the amount of Base Rent and Additional Rent payable by Tenant from and after the effective date thereof, although would require Tenant to remit, within ten (10) days after the amendment takes effect, a proportionate amount of the then unamortized sum of the Early Termination Fee (as defined in Section 28). If for any reason Landlord does not receive such notice from Tenant within such 10-day time period, it shall be conclusively deemed that Tenant has elected not to so amend this Lease, time being of the essence, and shall be obligated to remit the entire amount of the then unamortized sum of the Early Termination Fee 365 days after the date of Landlord's notice. If Landlord elects to enter into a termination agreement to memorialize the terms and conditions of such termination, Tenant shall reasonably cooperate.

19. Remedies of Landlord.

(a) Interest on Late Payments. If Tenant fails to pay when due all or any portion of the Base Rent or Additional Rent, Tenant shall also pay Landlord interest on the unpaid amount, from the date that such amount was due until the date of full payment, at the rate per annum of two percent (2%) over the Prime Rate in effect as of the due date thereof as quoted in the "Money Rates" section of The Wall Street Journal (Midwest Edition), provided, however, that such interest rate shall never exceed the highest lawful rate ("Default Rate").

(b) Remedies Available. Except as otherwise expressly provided in Section 31(a)(2), upon the occurrence of any one or more Defaults by Tenant, whether or not specified in Section 18, Landlord shall have the option to pursue any one or more of the following remedies: (a) terminate this Lease, in which event Tenant shall immediately surrender the Premises to Landlord; (b) terminate Tenant's right to occupy the Premises and re-enter and take possession of the Premises, removing Tenant and its property therefrom if necessary (without terminating this Lease); (c) enter upon the Premises and perform Tenant's obligations in accordance with the terms and conditions of this Lease, and Tenant agrees to reimburse Landlord on demand for any expense which Landlord may incur in effecting compliance with Tenant's obligations under this Lease, and Tenant further agrees that Landlord shall not be liable for any damages resulting to Tenant from Landlord's pursuit of the foregoing; and (d) exercise all other remedies and seek all damages available to Landlord at law or in equity. In the exercise of its remedies, Landlord shall engage in reasonable diligence to mitigate its damages.

(c) Re-Entry or Repossession. Notwithstanding any provision herein to the contrary, Landlord may elect not to terminate Tenant's right of possession of the Premises and to enforce against Tenant all provisions of this Lease for the full Term. Further, Landlord's exercise of any of its remedies or its receipt of Tenant's keys or other access to the Premises shall not be considered an acceptance of Tenant's surrender of the Premises or a termination of this Lease, as the foregoing may be effected only through a consent executed by Landlord. In the event Landlord elects to re-enter or take possession of the Premises after any Default, Tenant hereby waives notice of such re-entry or repossession and of Landlord's intent to re-enter or retake possession, and Landlord may, without prejudice to any other remedy which Landlord may have for possession or arrearages in Base Rent or Additional Rent, expel or remove Tenant and any other person who may be occupying the Premises or any part thereof by forcible entry and detainer proceedings or otherwise, all without being liable for prosecution or any claim for damages therefor. To the extent any Applicable Laws nevertheless require some action by Landlord to evidence or effect the termination of this Lease or to evidence the termination of Tenant's right of occupancy, however, Tenant and Landlord hereby agree that notice, in writing only and delivered in accordance with Section 35, shall be sufficient to evidence and effect the termination therein provided.

(d) Continued Liability for Base Rent and Additional Rent. In the event Landlord terminates this Lease, Tenant shall immediately become liable for all damages arising from such breach in an amount equal to the following: (1) the costs of retaking possession of the Premises; (2) the unpaid Base Rent and Additional Rent earned as of the date of termination, plus interest earned thereon at the Default

Rate; (3) at Landlord's option, either the then unamortized sum of the Early Termination Fee or the present worth of the entire balance of Base Rent and Additional Rent for the remainder of the Term (as further described in this Section 19(d)); and (4) all other sums of money and damages owing by Tenant to Landlord. As set forth in clause (3) of the preceding sentence, Landlord may, if required by Applicable Laws or otherwise required for Landlord to preserve its remedies of collecting any future accruing Base Rent and Additional Rent, elect to declare the present worth, as of the date of Default, of the entire balance of Base Rent and Additional Rent for the remainder of the Term to be immediately due and payable and collect such balances in any manner consistent with Applicable Laws. For purposes of the preceding sentence, "present worth" shall be computed by discounting the entire balance at the rate per annum of two percent (2%) over the Prime Rate in effect as of the date of Default as quoted in the "Money Rates" section of The Wall Street Journal (Midwest Edition).

(e) Re-Letting of Premises. In the event Landlord retakes possession of the Premises following a Default, Landlord may, but shall not be obligated to, re-let the Premises for the benefit of Tenant. All rents received by Landlord in such re-letting shall be applied in the following order: (1) to the payment of such expenses as Landlord may have incurred in recovering possession of the Premises and in re-letting the same (including, without limitation, brokerage fees); (2) to the payment of any costs and expenses incurred by Landlord in conjunction with making any repairs to the Premises or in otherwise curing any Default by Tenant, together with interest thereon at the Default Rate; and (3) to the payment of Base Rent and Additional Rent owing under this Lease. Tenant shall pay on demand any deficiency remaining.

(f) Attorneys' Fees. If, from and after any Default by Tenant, Landlord retains an attorney or collection agency to assist it in enforcing all or any part of this Lease including, without limitation, Landlord's collection of any Base Rent or Additional Rent due or to become due, or Landlord's recovery of the possession of the Premises, Tenant agrees to pay on demand Landlord's costs of collection and enforcement whether or not legal proceedings are actually commenced.

(g) Impact of Federal Bankruptcy Code. The provisions of this Section 19 are subject to the United States Bankruptcy Code, as amended from time to time, as well as other Applicable Laws, which may, in certain cases, limit the rights of Landlord to enforce certain provisions of this Section 19 in proceedings thereunder. The provisions of this Section 19 shall be interpreted in a manner which results in a termination of this Lease in each and every instance, and to the fullest extent and at the earliest moment that such termination is permitted under the federal and state bankruptcy laws, it being of prime importance to Landlord to deal only with tenants who have, and continue to have, a strong degree of financial strength and financial stability.

(h) Remedies Cumulative; Non-Waiver. The failure of Landlord to insist upon the strict performance of any provision of this Lease or to exercise any right hereunder, in any one or more instances, shall not be construed as a waiver or relinquishment of any such provision or right, but the same shall remain in full force and effect. Further, all rights and remedies of Landlord under this Lease shall be cumulative and none shall exclude any other rights and remedies allowed at law or in equity, nor be deemed to be an election of remedies. No payment by Tenant or receipt by Landlord of a lesser amount than the monthly installment of Base Rent and Additional Rent due under this Lease shall be deemed to be other than on account of the earliest Base Rent and Additional Rent due hereunder, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such Base Rent and Additional Rent or to pursue any other remedies available.

20. Limitation of Landlord's Liability Upon Transfer. Landlord shall have the right to transfer and assign, in whole or in part, all of its rights and obligations under this Lease and in the Van Buren Building or the Property, and in such event and upon such transfer, Landlord shall be released from any further obligations under this Lease which arise after such transfer, and Tenant agrees to look solely to such

successor in interest of Landlord for the performance of obligations arising from and after such transfer. In addition, any liability of Landlord relating to this Lease shall be limited to an amount which does not exceed Landlord's equity interest in the Van Buren Building, it being mutually intended and agreed that Landlord, CNA Financial Corporation, all affiliates and subsidiaries thereof, and all their respective officers, directors, agents, shareholders, representatives and employees shall under no circumstances be held personally liable in conjunction with this Lease.

21. Subordination. Landlord represents and warrants to Tenant that the Property is not currently subject to any mortgage, indenture, deed of trust, ground lease, master lease or other lien (each a "Mortgage"). Tenant shall not be required to subordinate and attorn its interest in this Lease and the Premises to the holder of any future Mortgage unless Tenant receives non-disturbance protections reasonably acceptable to Tenant, Landlord and such holder which provide that (a) this Lease shall not be divested or Tenant's rights materially altered by foreclosure or other default proceedings under the Mortgage so long as Tenant has not committed a Default, and (b) Tenant shall attorn to and recognize such holder, or any purchaser of such interest, as Tenant's landlord for the remaining Term. Notwithstanding any provision herein to the contrary, any such successor landlord shall not be bound by: any payment of Base Rent or Additional Rent for more than one (1) month in advance; any amendment, modification, or termination of this Lease without its consent (provided prior notice of the existence of such Mortgage has been provided Tenant); and any monetary liability for any prior act or omission of a prior landlord.

22. Estoppel Certificates. Tenant shall, from time to time within ten (10) days after delivery of a request from Landlord, cooperate with and execute and deliver to such persons as Landlord shall request an estoppel certificate certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that this Lease is in full force and effect as so modified), stating the dates to which Base Rent and Additional Rent have been paid, stating that Landlord is not in default hereunder (or if Tenant alleges a default, stating the nature of such alleged default), and further stating such other matters as Landlord shall reasonably require. Tenant acknowledges and agrees that Landlord and any such other persons as Landlord shall request may rely upon such estoppel certificates.

23. Recordation. Tenant shall not record this Lease without the prior consent of Landlord. In the event Landlord so consents, the parties shall execute and record at Tenant's cost a short form memorandum describing the Premises and stating the Term, the Commencement Date, the Expiration Date, and other information acceptable to Landlord.

24. Surrender of the Premises. On or before the Expiration Date or any earlier termination of this Lease, Tenant shall immediately vacate and surrender the Premises, remove therefrom all of Tenant's Alterations and Tenant Improvements required to be removed pursuant to Sections 4(b) and 11(a), Cable, furniture, furnishings, equipment, trade fixtures, personal property, as well as the signs further described below in Section 34, and promptly repair any damage as a result of such removal. Tenant shall then deliver the Premises in their same condition as of the Commencement Date, damage caused by normal wear and tear excepted. In the event Tenant fails to comply with the foregoing removal obligations or upon Tenant being dispossessed by process of law or otherwise, any such property shall be deemed conclusively to be abandoned and Landlord may, if such property continues to remain in the Premises within five (5) days after notice thereof to Tenant, retain, sell, store, destroy or otherwise dispose of the same as Landlord so elects in its sole discretion. Tenant shall pay Landlord on demand any expenses incurred by Landlord in the removal of such property including, without limitation, the cost of repairing any damage caused by the removal of such property and storage charges (if Landlord elects to store such property).

25. Holdover. If Tenant continues to occupy the Premises after the Expiration Date, any earlier termination of this Lease, or any termination pursuant to Section 19 of Tenant's right to occupy the Premises, ~~Tenant shall be deemed to be a month-to-month tenant for the first three (3) months of such holdover, but shall thereafter be deemed to be a tenant at sufferance.~~ Tenant shall, throughout the

holdover period, pay Base Rent and Additional Rent equal to one hundred fifty percent (150%) of the Base Rent and Additional Rent in effect immediately before the holdover began and shall be liable for any and all damages suffered by Landlord as a result of Tenant's holdover including, without limitation, consequential damages. Tenant's failure to so vacate and surrender the Premises as and when required by this Section 25 shall not operate to renew the Term or to otherwise extend in any manner Tenant's rights hereunder and Landlord shall further be entitled to exercise any and all rights and remedies available at law or in equity.

26. *Extension Option.*

(a) *Option Terms & Conditions.* Tenant shall have the option (each, an "Extension Option") to extend the Term for three (3) additional periods of five (5) years each (each, an "Extended Term") subject to the following conditions: (1) this Lease shall not have been previously terminated; (2) Landlord receives a notice from Tenant advising of Tenant's election to exercise an Extension Option, as well as its belief as to the Market Terms (as determined in accordance with the provisions set forth below in Section 26(b)) (each, an "Extension Option Notice"), at least twelve (12) months prior to the then current Expiration Date; (3) Tenant is not in Default on the date Tenant delivers an Extension Option Notice to Landlord or upon the Expiration Date; (4) Tenant is still the original Tenant named in this Lease on the date Tenant delivers the Extension Option Notice to Landlord and on the then current Expiration Date; and (5) Tenant has properly exercised any prior Extension Option. If for any reason Landlord does not receive the Extension Option Notice at least twelve (12) months prior to the then current Expiration Date, it shall be conclusively deemed that Tenant has elected not to exercise the Extension Option, time being of the essence. If Tenant has exercised the Extension Option in compliance with the obligations set forth in this Section 26, Landlord and Tenant shall enter into a mutually acceptable amendment to this Lease including and confirming the terms, conditions and provisions applicable to the Extended Term, as determined in accordance with this Section 26. The Extended Term shall begin contemporaneously with the expiration of the then current Term and shall be subject to all of the terms, covenants and conditions of this Lease except that: (i) the Base Rent shall be at the Market Terms determined in accordance with the provisions set forth below in Section 26(b); and (ii) all references to the word "Term" shall mean the "Extended Term" and all references to the phrase "Expiration Date" shall mean the last day of the Extended Term.

(b) *Market Terms.* "Market Terms" shall be defined as the then fair market terms for the rental of the Premises as of the date of commencement of the relevant Extended Term, determined in accordance with the provisions set forth in this Section 26(b). The fair market terms for the Premises shall mean the terms and conditions that would be agreed to by Landlord and a new tenant, each of whom is willing, but neither of whom is compelled, to enter into the lease transaction. The Market Terms to be determined shall include, but shall not be limited to, the following: (1) rental for comparable space in Comparable Buildings (taking into consideration, but not limited to, use, location and/or floor level within the applicable Comparable Buildings, definition of rentable area, quality, age and location of the applicable Comparable Buildings); and (2) the tenant improvement allowance that landlords of Comparable Buildings would typically be willing to provide for comparable space (taking into consideration, but not limited to, use, location and/or floor level within the applicable Comparable Buildings, definition of rentable area, quality, age and location of the applicable Comparable Buildings).

(c) *Alternative Dispute Resolution.* In the event that Landlord believes that the Market Terms are more favorable than those set forth in Tenant's Extension Option Notice, Landlord shall send notice thereof to Tenant within thirty (30) days after the delivery of Tenant's Extension Option Notice. If Landlord and Tenant are unable to agree upon the Market Terms within thirty (30) days after delivery of the foregoing notice, then each party shall select, within fifteen (15) days thereafter, a licensed real estate broker and the provisions of this Section 26(c) shall be applicable. Any and all brokers providing services in conjunction with this Section 26(c) shall be neutral and independent, shall have a minimum of ten (10) years of experience in the downtown Chicago office market, and shall then be actively engaged and duly

licensed as a broker in the downtown Chicago office market. If either party fails to select a broker within such time, the single broker actually selected shall perform the broker's duties hereunder. If each party timely and properly selects a broker, not later than ten (10) business days after both brokers are selected (or after expiration of the period within which brokers may be selected, if only one broker is selected), each party shall separately, but simultaneously submit in a sealed envelope to the broker(s) its separate suggested Market Terms. If within the next ten (10) business days the two brokers cannot agree on which party's suggested Market Terms is more reflective of the then current market, then the two brokers shall select a third broker within the next fifteen (15) days. If the two brokers cannot agree on appointment of the third broker within such time period, either party may have the third broker appointed by application made within the next fifteen (15) business days to the presiding judge of the Cook County Circuit Court or his or her designee. Within one (1) month following appointment or selection of the third broker, the three brokers shall reach a decision as to which of the party's suggested Market Terms is more reflective of the then current market. The decision of the majority of the brokers shall be binding upon Landlord and Tenant. The cost of the brokers shall be shared equally by Landlord and Tenant, except that Landlord and Tenant shall each bear their own attorneys' and experts' fees and costs, if any.

27. Expansion Option.

(a) Option Terms & Conditions. Tenant shall have the option ("*Expansion Option*") to expand the Premises by adding the Expansion Space (as hereinafter defined) subject to the following conditions: (1) this Lease shall not have been previously terminated; (2) the effective date for the addition of the Expansion Space is sometime during the 85th and 96th month of the Term ("*Expansion Effective Date*"); (3) Landlord receives a notice from Tenant advising of Tenant's election to exercise the Expansion Option, as well as its belief as to the Market Terms (as determined in accordance with the provisions set forth below in Section 27(b)) ("*Expansion Option Notice*"), prior to 73rd month of the Term; (4) Tenant is not in Default on the date Tenant delivers an Extension Option Notice to Landlord or upon the Expansion Effective Date; and (5) Tenant is still the original Tenant named in this Lease on the date Tenant delivers the Extension Option Notice to Landlord and on the then current Expiration Date. If for any reason Landlord does not receive the Expansion Option Notice prior to the 73rd month of the Term, it shall be conclusively deemed that Tenant has elected not to exercise the Expansion Option, time being of the essence. If Tenant has exercised the Expansion Option in compliance with the obligations set forth in this Section 27, Landlord and Tenant shall enter into a mutually acceptable amendment to this Lease including and confirming the terms, conditions and provisions applicable to the Expansion Space, as determined in accordance with this Section 27. The addition of the Expansion Space shall be subject to all of the terms, covenants and conditions of this Lease except that: (i) the Base Rent and other terms and conditions shall be at the Market Terms determined in accordance with the provisions set forth below in Section 27(b); and (ii) all references to the word "*Premises*" shall include the Expansion Space and all other appropriate revisions shall be made to reflect the new rentable square footage of the Premises (e.g., Tenant's Pro Rata Share shall be increased). The term "*Expansion Space*" shall mean a mutually acceptable portion of up to ten thousand (10,000) rentable square feet of available space in the Van Buren Building.

(b) Market Terms. "*Market Terms*" shall be determined in the same manner as is set forth above in Section 26(b) except that it shall be modified as appropriate so that it will determine the then fair market rental value of the Expansion Space as of the Expansion Effective Date for the remainder of the then current Term rather than the then fair market rental value of the Premises as of the date of commencement of the relevant Extended Term for the remainder of such Extended Term. Under no circumstances, however, shall the Market Terms include a rental rate lower than the Base Rent in effect as of the Expansion Effective Date.

(c) Alternative Dispute Resolution. In the event that Landlord believes that the Market Terms should be more Landlord-favorable than those set forth in Tenant's Expansion Notice, Landlord shall send notice thereof to Tenant within thirty (30) days after the delivery of Tenant's Expansion Notice. The

parties shall then proceed in a manner analogous to that set forth in Section 26(c) in order to reach agreement with respect to the Market Terms.

28. Early Termination Option. Tenant shall have the option to terminate this Lease ("*Early Termination Option*") effective as of the end of the 120th month of the Term ("*Early Termination Effective Date*") subject to the following conditions: (a) this Lease shall not have been previously terminated; (b) Landlord receives a notice from Tenant advising of Tenant's election to exercise the Early Termination Option ("*Early Termination Option Notice*"), at least twelve (12) months prior to the Early Termination Effective Date; (c) Tenant is not in Default on the date Tenant delivers the Early Termination Option Notice to Landlord or upon the Early Termination Effective Date; (d) Tenant is still the original Tenant named in this Lease on the date Tenant delivers the Early Termination Option Notice to Landlord and on the Early Termination Effective Date; and (e) the Early Termination Option Notice is accompanied by payment of an amount to compensate Landlord therefor which shall consist of the then unamortized sum (which amortization shall be calculated on a straight-line basis over 180 months) of the dollar amounts expended by Landlord, (i) to compensate Landlord's Broker and Tenant's Broker, as further described below in Section 37, (ii) to prepare the Premises for Tenant's occupancy thereof in accordance with the Work Letter, and (iii) to provide Tenant, at Tenant's request, with any goods, services or other things of value, in whatever form, in lieu of the abatement of Base Rent set forth in Section 5 including, without limitation, any Supplemental Work Funds expended (collectively, the "*Early Termination Fee*"). As set forth above in Section 3, the amount of the Early Termination Fee shall be included within the Commencement Date Memorandum within sixty (60) days following the substantial completion of the final floor of the Premises. If for any reason Landlord does not receive the Early Termination Option Notice and the Early Termination Fee at least twelve (12) months prior to the Early Termination Effective Date, it shall be conclusively deemed that Tenant has elected not to exercise the Early Termination Option, time being of the essence. If Tenant has exercised the Early Termination Option in compliance with the obligations set forth in this Section 28, Landlord and Tenant shall enter into a mutually acceptable termination agreement including and confirming the terms, conditions and provisions in accordance with this Section 28.

29. Reduction Option. Tenant shall have the option ("*Reduction Option*") to reduce the Premises by returning to Landlord the entire 13th floor of the Van Buren Building ("*Reduction Space*"), the effective date for which is sometime during the 60th and 72nd month of the Term ("*Reduction Effective Date*"), subject to the following conditions: (a) this Lease shall not have been previously terminated; (b) Landlord receives a notice from Tenant advising of Tenant's election to exercise the Reduction Option ("*Reduction Option Notice*") prior to the 48th month of the Term; (c) Tenant is not in Default on the date Tenant delivers the Reduction Option Notice to Landlord or upon the Reduction Effective Date; (d) Tenant is still the original Tenant named in this Lease on the date Tenant delivers the Reduction Option Notice to Landlord and on the Reduction Effective Date; and (e) the Reduction Effective Notice is accompanied by payment of an amount to compensate Landlord therefor which shall consist of: (i) the then unamortized sum (which amortization shall be calculated on a straight-line basis over 180 months) of the dollar amounts expended by Landlord (x) to compensate Landlord's Broker and Tenant's Broker, as further described below in Section 37, (y) to prepare the Premises for Tenant's occupancy thereof in accordance with the Work Letter, and (z) to provide Tenant, at Tenant's request, with any goods, services or other things of value, in whatever form, in lieu of the abatement of Base Rent set forth in Section 5; and (ii) three (3) months worth of Base Rent that would have been payable for the three months immediately following the Reduction Effective Date with respect to the Reduction Space ("*Reduction Fee*"). The initial dollar amounts expended by Landlord, as further described in clause (i) of the preceding sentence, shall be set forth in the Commencement Date Memorandum and shall allow the calculation of the Reduction Fee. If for any reason Landlord does not receive the Reduction Option Notice and the Reduction Fee prior to the 48th month of the Term, it shall be conclusively deemed that Tenant has elected not to exercise the Reduction Option, time being of the essence. If Tenant has exercised the Reduction Option in compliance with the obligations set forth in this Section 29, Landlord and Tenant shall enter into a mutually acceptable amendment to this Lease including and confirming the terms, conditions and

provisions in accordance with this Section 29 with the appropriate modifications reflecting the reduction in the size of the Premises (e.g., the decrease in Tenant's Pro Rata Share).

30. Right of First Offer. Subject to the rights of Landlord or any entity owned by CNA Financial Corporation, Tenant shall have the right of first offer with respect to all rentable space within the Van Buren Building that is immediately contiguous to the Premises ("*ROFO Space*") if and when such space becomes available for lease ("*Right of First Offer*"), subject to the terms and conditions set forth in this Section 30. In the event Landlord is prepared to offer the ROFO Space to a prospective tenant, Landlord shall provide to Tenant notice of its intent to offer such space, along with the basic terms and conditions of such offer ("*ROFO Notice*"). To exercise its Right of First Offer with respect to such space, Tenant shall, by notice to Landlord within ten (10) business days of Landlord's delivery of the ROFO Notice ("*ROFO Acceptance Notice*"), elect to lease the portion of the ROFO Space on the terms and conditions set forth in the ROFO Notice. In addition to the foregoing, the Right of First Offer is also subject to the following conditions: (a) this Lease shall not have been previously terminated; (b) Tenant is not in Default on the date Tenant delivers the ROFO Acceptance Notice or upon the effective date for the lease of the ROFO Space (which date shall be the same as that set forth in the ROFO Notice); and (c) Tenant is still the original Tenant named in this Lease on the date Tenant delivers the ROFO Acceptance Notice. If for any reason Landlord does not receive the ROFO Acceptance Notice within ten business days of Landlord's delivery of the ROFO Notice, it shall be conclusively deemed that Tenant has elected not to exercise the Right of First Offer, time being of the essence, and Landlord shall be free to lease the ROFO Space or any portion thereof on terms and conditions satisfactory to Landlord for a term and/or any renewal terms satisfactory to Landlord provided that such terms are no more beneficial than those set forth in the ROFO Notice; in such case, Landlord shall provide Tenant with an opportunity to match such more beneficial terms. If Tenant has exercised the Right of First Offer in compliance with the obligations set forth in this Section 30, Landlord and Tenant shall enter into a mutually acceptable amendment to this Lease including and confirming the terms, conditions and provisions applicable to the portion of the ROFO Space, as determined in accordance with this Section 30. The addition of such ROFO Space shall be subject to all of the terms, covenants and conditions set forth in the ROFO Notice and in this Lease except that: (i) the term with respect thereto shall expire on the then current Expiration Date; and (ii) all references to the word "*Premises*" shall include the relevant portion of the ROFO Space and all other appropriate revisions shall be made to reflect the new rentable square footage of the Premises (e.g., Tenant's Pro Rata Share shall be increased).

31. Van Buren Building Amenities.

(a) Conference Center.

(1) Use Rights & Restrictions. Tenant's employees who have their primary offices in the Premises shall have the non-exclusive right to access and use the existing conference center on the 2nd floor of the Building (that includes certain space that Landlord's affiliate leases from the owner of the improved real property located at 55 East Jackson Boulevard), as well as the conference center to be constructed on the 3rd floor of the Building prior to the Commencement Date (collectively, "*Conference Center*"). The Conference Center shall be available on a commercially reasonable basis to Tenant's employees on a non-exclusive, first-come first-served basis, through making reservations and shall be subject to the rules and regulations adopted from time to time with respect thereto. In the event Tenant realizes it no longer wishes to keep any reservations made pursuant to this Section 31(a)(1) or Section 31(a)(2), it shall provide Landlord with as much advance notice as possible. The fees for the use of any rooms consist of the actual costs of preparing the rooms including, without limitation, the cost of any office supplies, as well as cleaning the rooms after the use thereof, and the use or operation by a specifically designated Landlord-provided individual of any audio visual equipment specifically requested by Tenant. If Tenant requests such individual to make an electronic media recording of any meetings, such recording shall be in a mutually agreeable format and shall, immediately upon the delivery thereof to

Tenant, become the sole and exclusive property of Tenant such that Landlord shall thereafter have no responsibility therefor.

(2) *Public Meetings in Conference Center.* Notwithstanding the provisions of Section 31(a)(1), Tenant shall have the right to use a portion of the Conference Center to accommodate not more than one hundred (100) individuals on every Wednesday of the second full week of each month during the Term between the hours of 11 a.m. and 4 p.m. for the purposes of conducting Tenant's monthly public meetings so long as: (A) Tenant arranges to meet in person with Landlord at least seven (7), but not more than fourteen (14), days prior to each such meeting to, among other things, alert Landlord to any potential concerns or issues with respect to such meeting; (B) Tenant does not allow any of its contractors, vendors, subcontractors, representatives, guests, invitees, visitors, clients or agents to access or use the Conference Center unless accompanied by one of Tenant's employees who have their primary offices in the Premises; (C) Tenant provides and removes any signs or notices required by any Applicable Laws, the graphics and style of which shall be reasonably acceptable to Landlord; (D) Tenant complies with any other requirements of Applicable Laws with respect to such public meetings, whether involving any access, convenience, prior notice, electronic media recordings thereof, or otherwise; and (E) Tenant complies with the obligations of Section 31(a)(1) as they relate to (x) the rules and regulations adopted from time to time with respect to the Conference Center, (y) the fees for the use of any rooms, any office supplies, the cleaning the rooms after the use thereof, and the use or operation by a specifically designated Landlord-provided individual of any audio visual equipment specifically requested by Tenant, and (z) any electronic media recordings requested by Tenant. If Landlord is dissatisfied with the manner in which Tenant or its on-site security guards (if Tenant is to provide such guards pursuant to remaining provisions of this Section 31(a)(2)) respond to any incident in or about the Conference Center in connection with such monthly public meetings that violates the provisions of Section 2 (*i.e.*, any disorderly, unlawful or hazardous incident, as well as any nuisance, disturbance, interference, or annoyance to Landlord or any other occupants of the Building) and, in Landlord's sole reasonable discretion, such incident has a material adverse impact on Landlord or any other occupants of the Building, Landlord shall so notify Tenant and the parties shall promptly meet in order to reach a mutually acceptable agreement with respect to any future preventative or remedial efforts to avoid future incidents including, without limitation, Landlord arranging for its third-party vendor to provide, at Tenant's sole cost and expense, such additional on-site security guards as may be appropriate during the days of such public meetings. If a second violation occurs at any time within the subsequent twelve (12) months that, in Landlord's sole reasonable discretion, has a material adverse impact on Landlord or any other occupants of the Building, Landlord shall so notify Tenant and the parties shall again promptly meet in order to reach a mutually acceptable agreement with respect to any further preventative or remedial efforts to avoid future incidents. If a third violation occurs at any time within such twelve month period and if Landlord determines, in its sole reasonable discretion, that such incident has a material adverse impact on Landlord or any other occupants of the Building, in addition to all other remedies Landlord has under this Lease, at law and in equity, Landlord shall also have the right to terminate Tenant's right to conduct any future public meetings in the Conference Center. Such termination right, however, shall not take effect unless and until Landlord, at its sole cost and expense, provides Tenant with alternative space somewhere on the 4th, 5th, 6th, 7th or 14th floors of the Building of a size that can accommodate one hundred (100) individuals. Tenant's use of such alternative space, however, shall be subject to Tenant's performance of substantially the same duties and fulfillment of substantially the same requirements with respect to public meetings in the Conference Center, as such duties and requirements are revised from time to time by Landlord. In lieu of providing the alternative space described in the preceding sentence, Landlord shall, in addition to all other remedies Landlord has under this Lease, at law and in equity, also have the right to terminate this Lease upon three hundred sixty-five (365) days' advance notice and Tenant shall be obligated to remit the entire amount of the then unamortized sum of the Early Termination Fee 365 days after the date of Landlord's notice. If Landlord elects to enter into a termination agreement to memorialize the terms and conditions of such termination, Tenant shall reasonably cooperate.

(b) *Cafeteria.* Tenant's employees who have their primary offices in the Premises shall have the non-exclusive right to access and use the cafeteria located on the 2nd floor of the Building ("*Cafeteria*"). In addition, upon request, the third-party vendor operating the Cafeteria can also provide catered food service to Tenant, at Tenant's sole cost and expense, in the Premises or the Conference Center, subject to the provisions of Section 31(a).

(c) *Fitness Center.* Tenant's employees who have their primary offices in the Premises shall have the non-exclusive right to access and use the fitness center to be constructed on the 3rd floor of the Building prior to the Commencement Date ("*Fitness Center*"). The Fitness Center shall be available to Tenant's employees pursuant to separate membership agreements between the individual employees and the third-party vendor operating the Fitness Center and shall be subject to the rules and regulations adopted from time to time with respect thereto. Although the initial fees are expected to be fifty dollars (\$50.00) per month, plus a fifty dollar (\$50.00) initiation fee, Landlord cannot guarantee that the third-party vendor will not increase these amounts at any time prior to or during the Term.

(d) *Mail & Delivery Services.* All U.S. mail and deliveries by messenger and other expedited means (collectively, the "*Mail*") for the entire Van Buren Building are centrally received by Landlord currently through a third-party vendor with offices on site at the Van Buren Building. Tenant's Mail shall be available for retrieval by Tenant from such vendor at a designated location within the Building. Tenant may elect to contract directly with such vendor to arrange for additional services within the Van Buren Building including the retrieval from, as well as the delivery to, the Premises of Tenant's Mail.

(e) *Restrictions on Access & Use.* Notwithstanding any provision in this Lease to the contrary, Tenant acknowledges and agrees that it cannot allow any of its contractors, vendors, subcontractors, representatives, guests, invitees, visitors, clients and agents to access or use the Fitness Center. Further, Tenant acknowledges and agrees that it cannot allow any of its contractors, vendors, subcontractors, representatives, guests, invitees, visitors, clients and agents to access or use the Cafeteria or the Conference Center unless accompanied by one of Tenant's employees who have their primary offices in the Premises. In addition, Tenant's rights to use the Cafeteria, the Conference Center or the Fitness Center (collectively, the "*Amenities*") shall be in effect only so long as Tenant is not in Default of this Lease. In the event Tenant is in Default or Landlord determines that Tenant is unable to so restrict its access and use of the Amenities in conformance with the provisions of this Section 31(e), then Landlord may irrevocably revoke the rights granted to Tenant under any or all of the provisions of this Section 31 without rendering Landlord liable to Tenant for damages, any abatement or diminution of Base Rent or Additional Rent, or any relief from Tenant's obligations to performing any of its duties or obligations under this Lease.

(f) *Landlord's Right to Cease Amenities.* Notwithstanding any provision in this Lease to the contrary, although Landlord expects the Amenities to remain in operation throughout the Term, Landlord may elect, in its sole discretion, to discontinue such operation. In the event Landlord exercises such election, Landlord shall not be liable to Tenant for damages or any abatement or diminution of Base Rent or Additional Rent and Tenant shall not be relieved of any of its obligations to perform any of its duties or obligations under this Lease so long as such discontinuance applies to all occupants of the Building including, without limitation, the employees of Landlord or any entity owned by CNA Financial Corporation.

32. *Environmental Liability.* On the Commencement Date, Landlord shall, to the best of its knowledge and belief, deliver the Premises free and clear of any and all Hazardous Materials (as hereinafter defined). Throughout the Term, Tenant shall not cause, permit or allow any chemical substances, asbestos or asbestos-containing materials, formaldehyde, polychlorinated biphenyls, toxic, carcinogenic, radioactive, dangerous or hazardous material, substance, waste, contaminant, or pollutant regulated now or hereafter by any governmental entity or agency (collectively, "*Hazardous Materials*") to be placed, stored, dumped, dispensed, released, discharged, used, sold, transported, or located on, within or about any

portion of the Premises or any other portion of the Property by itself or its servants, agents, employees, contractors, vendors, subcontractors, vendors, licensees, assignees, subtenants, invitees, visitors, clients or guests. Notwithstanding the foregoing, the term "*Hazardous Materials*" shall exclude minor quantities of the foregoing materials or substances that may be used or stored on, within or about the Premises for cleaning purposes or in connection with the use of office equipment and the normal operation of Tenant's office, so long as such quantities and the use thereof are permitted by or are exempt from applicable governmental regulation. Tenant shall provide Landlord with prompt notice upon any discovery, discharge, release or threatened discharge or threatened release of any Hazardous Materials on, within or about the Premises or any other portion of the Property. Tenant agrees to promptly clean up any Hazardous Materials which are placed on, within or about the Premises or any other portion of the Property that Tenant or its servants, agents, employees, contractors, vendors, subcontractors, vendors, licensees, assignees, subtenants, invitees, visitors, clients or guests and to remediate and remove any such contamination relating to the Premises or any other portion of the Property, at Tenant's cost and expense, in compliance with all applicable laws, ordinances, rules and regulations then in effect and to Landlord's satisfaction, at no cost or expense to Landlord. Additionally, Tenant hereby agrees to indemnify and hold harmless Landlord, CNA Financial Corporation, all affiliates and subsidiaries thereof, and all their respective officers, directors, agents, shareholders, representatives and employees from and against all loss, cost, damage, liability and expense (including, without limitation, attorneys' fees and expenses) arising from or relating to any Hazardous Materials which are placed on, within or about the Premises or any other portion of the Property by Tenant or its servants, agents, employees, contractors, vendors, subcontractors, vendors, licensees, assignees, subtenants, invitees, visitors, clients or guests.

33. *Force Majeure.* Except as otherwise expressly provided in this Lease, whenever a period of time is herein prescribed for the taking of any action by either Landlord or Tenant, other than the payment of money, the party obligated to perform shall not be liable or responsible for, and there shall be excluded from the computation of such period of time, any delays due to any condition, matter or circumstance beyond the reasonable control of the party obligated to perform including, without limitation, the following: strikes; terrorist attacks; defaults or failures to perform by contractors, vendors or subcontractors; unavailability of materials; lockouts; acts of God; governmental restrictions, war, enemy action or invasion; civil commotion; insurrection; riot; mob violence; malicious mischief or sabotage; explosion; theft; flood, earthquake, fire or any other casualty; adverse weather conditions or unusual inclement weather; condemnation; failure of a governmental instrumentality to act in a timely fashion in connection with the issuance of any necessary or appropriate construction permits or otherwise; any applicable law, order or regulation of any governmental, quasi-governmental, judicial or military authority with proper jurisdiction; or any other similar cause (individually, a "*Force Majeure Matter*" and collectively, the "*Force Majeure Matters*").

34. *Signage.* Landlord shall install an exterior monument sign, the depiction and specifications for which are depicted in Exhibit O-1 attached hereto and incorporated herein, at the location outside the Exclusive Entrance identified in the plan attached hereto and incorporated herein as Exhibit O-2. Landlord shall also install a sign in the lobby, the graphics and style of which shall be reasonably acceptable to Landlord, at a mutually acceptable location in the lobby of the Van Buren Building. All of the foregoing signage shall be installed by Landlord at Landlord's sole cost and expense prior to the Commencement Date. Prior to the Expiration Date or any earlier termination of this Lease, Tenant shall be required to remove all of the foregoing signage and repair any damage as a result of such removal, all at its sole cost and expense. In the event Tenant fails to comply with such removal obligations, such signage shall be deemed to be abandoned and Landlord may retain or dispose of the same as Landlord so elects in its sole discretion. If Landlord elects to dispose of the foregoing, Tenant shall reimburse Landlord for reasonable costs associated therewith within ten (10) days after receipt of an invoice therefor. Further, in the event Landlord elects to install a lobby directory for the Van Buren Building that identifies the name and location of tenants and other occupants thereof, Tenant shall be entitled to a listing consisting of not more than six (6) lines. Except as expressly provided in this Section 34, Tenant

shall not place any signs, listings, advertisements, or any other notices which are visible from outside the Premises unless it first obtains Landlord's consent, which consent shall not be unreasonably withheld.

35. *Notices.* Unless otherwise expressly provided in this Lease, any request, notice, approval, consent, or other communication given or required under or in connection with this Lease shall be in writing and shall be effective for any purpose if served, with delivery or postage costs prepaid, by nationally recognized commercial overnight delivery service or by registered or certified mail, return receipt requested, to the following addresses:

To Tenant: Chicago Housing Authority
60 East Van Buren Street, 11th Floor
Chicago, Illinois 60605
Attn.: Chief Financial Officer

With a copy to: Chicago Housing Authority
60 East Van Buren Street, 12th Floor
Chicago, Illinois 60605
Attn.: General Counsel

To Landlord: Continental Assurance Company
CNA Center – 44th Floor
333 South Wabash Avenue
Chicago, Illinois 60604
Attn.: Vice President, Real Estate & Facility Services

With a copy to: Continental Assurance Company
CNA Center – 43rd Floor
333 South Wabash Avenue
Chicago, Illinois 60604
Attn.: Assistant Vice President & Assistant General Counsel – Real Estate & Facility Services Matters

With a copy to: Buck Management Group LLC
Office of the Building
60 East Van Buren Street
15th Floor
Chicago, Illinois 60605
Attn.: General Manager

Either party may change its address for the purposes of providing notices under this Lease by providing notice thereof in accordance with this Section 35. Notice deposited in the mail in the manner hereinabove described shall be effective and deemed received on the date which is delivered or upon the date delivery is first attempted but refused (in the case of Tenant, to the address receiving the original notice, rather than the copy). Notice by nationally recognized commercial overnight delivery service shall be effective and deemed received on the first business day after said notice is sent (in the case of Tenant, to the address receiving the original notice, rather than the copy). If Landlord notifies Tenant of the names and addresses of the holders of any Mortgages, Tenant shall also provide such holders with copies of notices which Tenant sends to Landlord.

36. *Quiet Enjoyment.* Subject to all other terms and conditions of this Lease, as well as any Mortgages, provided Tenant is not in Default or has not performed or failed to perform any acts that could, with the provision of notice and passage of time, constitute a Default, Tenant's peaceable and quiet enjoyment of the Premises shall not be disturbed during the Term by anyone claiming through Landlord.

37. Brokerage Commissions; VOA Fees. Tenant represents and warrants to Landlord that neither it, nor its officers, employees or agents, has acted so as to entitle any financial advisors, agents, brokers, finders, consultants or other persons or entities to commissions in connection with this Lease except Staubach Midwest, LLC ("*Tenant's Broker*"). Similarly, Landlord represents and warrants to Tenant that neither it, nor its officers, employees or agents, has acted so as to entitle any financial advisors, agents, brokers, finders, consultants or other persons or entities to commissions in connection with this Lease except The John Buck Company ("*Landlord's Broker*"). Landlord and Tenant shall each indemnify and hold the other harmless from any and all loss, damage, cost, expense and liability (including, without limitation, attorneys' fees) arising from a breach of its foregoing representation and warranty. Any commission owing to Landlord's Broker shall be paid in accordance with the provisions of that certain Consulting and Exclusive Leasing Appointment Agreement, dated as of April 1, 2004, as may be amended from time to time. In addition, any commission owing to Tenant's Broker shall be paid in accordance with the provisions of that certain Commission Agreement, dated as of September 23, 2005, by and between Landlord's Broker and Tenant's Broker, although the fees for VOA to complete the Construction Drawings, as further described above in Section 4(b), up to a maximum of two and 90/100ths dollars (\$2.90) per rentable square foot of the Premises ("*VOA Maximum Fee*"), shall be deducted from such commission. To the best of Tenant's knowledge and belief, the foregoing fees (exclusive of reimbursable expenses) have been established at the VOA Maximum Fee. Landlord shall prepare a Request for Tenant Authorization of Additional Work with respect to any reimbursable expenses, fees for additional services or other amounts in excess of the VOA Maximum Fee, which amounts shall be the sole and exclusive responsibility of Tenant although Tenant may, in its sole discretion, elect to pay for such amounts by using Supplemental Work Funds in accordance with the provisions of Section 5(c). Notwithstanding any provision in this Lease to the contrary, Tenant acknowledges and agrees that VOA has agreed that Landlord shall have no responsibility for any reimbursable expenses, fees for additional services or other amounts in excess of the VOA Maximum Fee and, as a result, VOA shall look solely to Tenant for payment thereof.

38. Confidentiality. The parties agree to use their good faith, best efforts to keep the contents of this Lease confidential and not to disclose any information contained in this Lease to any third parties whatsoever, provided, however that the parties may disclose such information: (a) to their respective principals and legal counsel including, without limitation, Tenant's Board of Commissioners; (b) if such disclosure is required by any Applicable Laws including, without limitation, the Illinois Freedom of Information Act (5 ILCS 140/1), each as amended from time to time, or by legal, judicial, administrative, or regulatory process; (c) if required by the Redevelopment Agreement; (d) the Non-Disclosing Party provides its consent, which consent shall not be unreasonably withheld, conditioned or delayed; or (e) if necessary in order to enforce a party's rights under or in connection with this Lease.

39. Governing Law; Severability; Interpretation. This Lease shall be governed by and construed in accordance with the laws of the state of Illinois without regard to conflict of law provisions. If any term or provision of this Lease, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and enforceable to the fullest extent permitted by law, notwithstanding the invalidity of any other term or provision hereof. The section headings used herein are for reference and convenience only, and shall not enter into the interpretation of this Lease. As appropriate to the text and context of this Lease, all references to the masculine shall include the feminine and neuter gender, all references to the singular shall include the plural, and all statements in the conjunctive shall also mean the disjunctive, and vice versa.

40. Entire Agreement. This Lease and its Exhibits embody and constitute the entire agreement between the parties with respect to the subject matter hereof and transaction contemplated herein and supersede all prior representations, understandings and agreements, whether oral or written with respect thereto

including, without limitation, that certain letter of intent, dated December 21, 2005, by and between the parties.

41. Counterparts; Amendments. This Lease may be executed in counterparts, each of which shall constitute an original, but all of which together shall constitute one and the same instrument. Except as expressly provided in this Lease, this Lease may not be modified or amended except by a mutually executed written agreement.

42. Authority of Parties; Binding on Successors. Each party hereby represents and warrants to the other that it has the authority to enter into this Lease, that the person signing on its behalf is duly authorized to execute and to enter into this Lease, and that no other signatures or approvals are necessary. Each party hereby further represents and warrants to the other that this Lease is binding on and shall inure to the benefit of such party and its successors and permitted assigns, including any purchaser of the Building, although the foregoing shall not operate to permit any Transfer contrary to the provisions of Section 13.

43. Survival of Obligations and Remedies. Notwithstanding any provision herein to the contrary, any liability or obligation of Landlord or Tenant arising during or accruing with respect to the Term shall survive the Expiration Date or earlier termination of this Lease.

44. No Estate. This Lease shall create the relationship of landlord and tenant only between Landlord and Tenant and no estate shall pass out of Landlord. Tenant shall have only a leasehold estate, not subject to levy and sale and not assignable in whole or in part by Tenant except as herein provided.

45. Lease Not an Offer. The submission of this Lease to Tenant for review does not constitute a reservation for or option for the Premises, and this Lease shall not become effective as a contract until an original, executed by both Landlord and Tenant, is delivered to and accepted by Landlord.

46. Transaction Costs. Except as expressly provided in this Lease, each party shall pay its own expenses in connection with the negotiation and finalization of this Lease.

IN WITNESS WHEREOF, Landlord and Tenant have entered into this Lease through their duly authorized representatives as of the date first above written.

LANDLORD:
Continental Assurance Company

By: Mark Kruse
Name: Mark Kruse
Its: Vice President

5.16.06

TENANT:
Chicago Housing Authority

By: TERRY PETERSON
Name: TERRY PETERSON
Its: CHIEF EXECUTIVE OFFICER

Approved by
Law Dept.

By: JUB
Date: 5/5/06