

CONSENT TO SUBLEASE

THIS CONSENT TO SUBLEASE (this "**Consent**") is entered into as of the 23rd day of December, 2022, by and among **OND PROPERTY LLC**, a Delaware limited liability company ("**Landlord**"), **CSG SYSTEMS, INC.**, a Delaware corporation ("**Sublandlord**"), and **BOARD OF EDUCATION OF THE CITY OF CHICAGO**, an Illinois municipal corporation ("**Subtenant**").

W I T N E S S E T H:

A. Landlord and Sublandlord entered into that certain Office Lease with Sublandlord dated May 23, 2019 (the "**Original Master Lease**"), (i) as modified by that certain letter agreement dated December 20, 2019 (the "**Letter Agreement**"), and (ii) as amended by that certain First Amendment to Lease by and between Landlord and Sublandlord of even date herewith (the "**First Lease Amendment**," and together with the Original Master Lease and the Letter Agreement, the "**Master Lease**"), whereby Landlord leased to Sublandlord certain premises (the "**Premises**") consisting of the entire 14th floor in the building located at One North Dearborn Street, Chicago, Illinois (the "**Building**"); and

B. Sublandlord desires to sublet all of the Premises to Subtenant (the "**Subleased Premises**") and Subtenant desires to lease the Subleased Premises from Sublandlord; and

C. The terms of the Master Lease require the consent of Landlord to any such subletting and Landlord has agreed to grant such consent, subject to the terms and conditions set forth herein.

NOW, THEREFORE, Landlord hereby consents to the sublease of the Subleased Premises between Sublandlord and Subtenant pursuant to that certain Agreement of Sublease dated as of even date herewith (the "**Sublease**"), a copy of which Sublease is attached hereto and made a part hereof as **Exhibit A**, subject to the following terms and conditions:

1. The Sublease shall be subject and subordinate at all times to all of the covenants, agreements, terms, provisions and conditions of the Master Lease and of this Consent. Neither Sublandlord nor Subtenant shall do or permit anything to be done in connection with the Sublease or Subtenant's occupancy of the Subleased Premises which will violate the Master Lease or this Consent.

2. This Consent shall not be deemed a consent to any amendment of the Sublease or to any future assignment of the Master Lease or sublease of all or any part of the Premises by Sublandlord. Sublandlord and Subtenant will not amend the Sublease, without the prior written consent of Landlord in each instance. Subtenant will not, without prior written consent of Landlord in each instance, which consent shall not be unreasonably withheld (as determined in accordance with Section 45 of the Master Lease), assign the Sublease or sublet the Subleased Premises or any part thereof.

3. Subtenant agrees that, except as otherwise permitted under Section 21 of the Master Lease, no Alterations (as defined in the Master Lease) will be made in the Subleased

Premises or any part thereof without Landlord's prior written consent in each instance. Removal of Alterations upon the surrender or earlier termination of the Master Lease shall be governed by the terms and conditions of Sections 21 and 38 of the Original Master Lease; provided, however that Landlord hereby agrees that Subtenant shall have the same right to inquire as to whether or not an Alteration proposed by Subtenant is a Special Alteration as Tenant does under the Master Lease.

4. Notwithstanding anything to the contrary contained in the Sublease, nothing contained in the Sublease or in this Consent shall enlarge or increase Landlord's obligations or liabilities under the Master Lease or otherwise, and in the event of a default in the Master Lease which results in a termination thereof, and in the event of any other termination of the Master Lease pursuant to the terms thereof, the Sublease and Subtenant's rights in the Subleased Premises shall also automatically be terminated.

5. Upon the execution of this Consent and the Sublease, Subtenant agrees to be fully bound and obligated under all the terms and conditions of the Master Lease with respect to the Subleased Premises, except as provided in Section 7 below and subject to Section 8 below. This Consent by Landlord shall not act to bind Landlord to perform any of the obligations of Sublandlord as may be provided in the Sublease.

6. Sublandlord and Subtenant agree that Landlord may furnish to the Subleased Premises services requested by Subtenant other than or in addition to those to be provided under the Master Lease, and bill Subtenant directly for such services without notice to Sublandlord. Subtenant hereby agrees to pay to Landlord all amounts that may become due for such services on the due dates therefore. If Subtenant shall fail to make such payment, Sublandlord agrees to pay such amounts to Landlord upon demand as additional rent under the Master Lease.

7. Subtenant agrees that it shall carry insurance during the entire term required to be carried by Tenant under the Master Lease. Landlord and Subtenant agree to have all physical damage or material damage insurance which may be carried by either of them, and Subtenant agrees to have all business interruption insurance which it carries, endorsed to provide that any release from liability of, or waiver of claim for, recovery from the other party entered into in writing by the insured thereunder prior to any loss or damage shall not affect the validity of said policy or the right of the insured to recover thereunder and providing further that the insurer waives all rights of subrogation which such insurer might have against the other party. Without limiting any release or waiver of liability or recovery contained in any other section of the Master Lease, but rather in confirmation and furtherance thereof, each of the parties hereto waives all claims for recovery from the other party for any loss or damage to any of its property or damages as a result of business interruption. Notwithstanding the foregoing or anything contained in this Consent to the contrary, any release and any waiver of claims shall not be operative, nor shall the foregoing endorsements be required, in any case where the effect of such release and waiver is to invalidate insurance coverage or increase the cost thereof (provided that, in the case of increased cost, the other party shall have the right, within ten (10) days following written notice, to pay such increased cost keeping such release and waiver in full force and effect). Subtenant is an existing tenant in the Building pursuant to that certain Lease Agreement dated February 11, 2014 (as amended, the "**Subtenant's Direct Lease**"). Notwithstanding

anything to the contrary contained in this Section 7, Landlord agrees that for so long as Subtenant's Direct Lease remains in full force and effect, Subtenant shall be permitted to satisfy its insurance policy type and coverage amount requirements with respect to the Subleased Premises by providing the same insurance policy type and coverage amounts that are required under Section 9.1 of Subtenant's Direct Lease with respect to the premises leased thereunder. Subtenant shall also be permitted to self-insure its insurance obligations with respect to the Subleased Premises upon the terms and conditions contained in said Section 9.1. In furtherance of the foregoing, Landlord agrees that it will accept updated Certificates of Insurance and/or a Letter of Self-Insurance from Subtenant that specifically adds and includes the Subleased Premises to Subtenant's existing insurance coverages for the premises leased under Subtenant's Direct Lease.

8. Sublandlord and Subtenant agree that, in the event Sublandlord is in default beyond applicable periods of notice and cure with respect to any of its obligations under the Master Lease, Subtenant shall, upon receipt of written notice from Landlord delivered to the Sublandlord and Subtenant in accordance with Section 16 hereof, pay to Landlord all rents as and when due under the Sublease for application against Sublandlord's obligations under the Master Lease. No acceptance of rent payments under the Sublease by Landlord shall be deemed to waive Landlord's rights and remedies against Sublandlord or to obligate Landlord to perform Sublandlord's obligations under the Sublease. Landlord represents and warrants to Subtenant that Landlord has not delivered a written notice of default under the Master Lease to Tenant which has not heretofore been cured.

9. Sublandlord and Subtenant each agree to promptly deliver to Landlord copies of all notices received or sent by such party in connection with the Sublease. Concurrently with its execution and delivery of this Consent, Sublandlord agrees to update its notice address under the Master Lease to add Subtenant as a notice party (at the addresses listed for Subtenant in Section 16 below) for all default notices and to maintain Subtenant as such a notice party for the duration of the term of the Sublease. So long as Subtenant is so added and maintained as a notice party to the Master Lease, Landlord acknowledges and agrees that Landlord will be obligated under the Master Lease to send duplicate copies of all default notices under the Master Lease to the Subtenant at the addresses listed in Section 16 below.

10. Sublandlord hereby represents to Landlord that the Sublease attached hereto as **Exhibit A** (a) is a correct and complete copy of the document it purports to be, and (b) contains the entire agreement and understanding between Sublandlord and Subtenant with regard to the subject matter contained therein, specifically including without limitation, all agreements concerning rent and other consideration payable by Subtenant to Sublandlord for the Subleased Premises. Sublandlord and Subtenant represent and warrant that Sublandlord is not receiving a net profit in connection with the Sublease or from the sale by Sublandlord to Subtenant of the furniture, fixtures and equipment which is located in the Subleased Premises and listed on Exhibit C to the Sublease.

11. Sublandlord and Subtenant acknowledge and agree that the Subleased Premises contain 51,835 square feet of rentable area.

12. Sublandlord shall indemnify, defend and hold harmless Landlord, its members and their respective members, partners, officers, directors, employees and agents, from and against any and all liabilities and claims for brokerage commissions and fees arising out of or in connection with the Sublease of the Subleased Premises.

13. Sublandlord shall, upon demand, reimburse Landlord for all actual reasonable out-of-pocket costs and expenses (including, without limitation, reasonable attorneys' fees) incurred by Landlord in connection with Landlord's consideration and documentation of its consent to the Sublease (up to a maximum amount of \$5,000.00).

14. This Consent shall not be changed orally but only by an agreement in writing signed by all parties hereto.

15. This Consent is not intended to nor shall it be construed as a release of Sublandlord from any of Sublandlord's obligations to Landlord as tenant under the Master Lease nor shall this Consent be deemed to consent to any subsequent assignment, subletting, occupation or use of the Subleased Premises or any portion thereof by another person or entity.

16. Any notice which is required or permitted to be given by either party under this Consent shall be in writing and must be given only by certified mail, return receipt requested, by hand delivery or by nationally recognized overnight courier service at the addresses set forth below in this Item 16. Each party shall further use reasonable efforts to provide the other party with a courtesy copy of any notice by fax or email. Any such notice shall be deemed given on the earlier of two (2) business days after the date sent in accordance with one of the permitted methods described above or the date of actual receipt thereof, provided that receipt of notice solely by fax or email shall not be deemed to be delivery of notice hereunder. The time period for responding to any such notice shall begin on the date the notice is actually received, but refusal to accept delivery or inability to accomplish delivery because the party can no longer be found at the then current notice address, shall be deemed receipt. Either party may change its notice address by notice to the other party in accordance with the terms of this Item 16.

If to Landlord: OND Property LLC
c/o Beacon Capital Partners, LLC
200 State Street, 5th Floor
Boston, Massachusetts 02109
Attn: General Counsel

With a copy to: MB Real Estate Services Inc.
One North Dearborn Street, Suite 1175
Chicago, IL 60602
Attn: Property Manager

If to Sublandlord: CSG Systems, Inc.
18020 Burt Street
Omaha, NE 68022
Attention: Burt Lunn, VP

Phone: (402) 431-7118
Email: burt.lunn@csgi.com

**With a confirmation copy via
email to each of:**

legal.contracts@csgi.com and
Sandra.seng@csgi.com

With a copy to:

Brownstein Hyatt Farber Schreck, LLP
410 17th Street, Suite 2200
Denver, Colorado 80202
Attn: Noelle Riccardella

If to Subtenant:

Chicago Board of Education
42 W. Madison Street, 2nd Floor
Chicago, Illinois 60602
Attn: Director of Real Estate
Facsimile: (773) 553-4305

With a copy to:


General Counsel
Chicago Board of Education
1 N. Dearborn Street, 9th Floor
Chicago, Illinois 60602
Facsimile: (773) 553-1702

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Consent to Sublease to be duly executed as of the day and year first above written.

LANDLORD:

OND PROPERTY LLC,
a Delaware limited liability company

By: 
Name: Jeffrey L. Kovach
Title: Senior Managing Director


SUBTENANT:

Board of Education of the City of Chicago,
an Illinois municipal corporation

By: _____
Name: Miguel del Valle
Title: President

SUBLANDLORD:

CSG SYSTEMS, INC., a Delaware corporation

By: 
Name: Hai Tran
Title: CFO
Dec 14, 2022

Attest:

By: _____
Name: Estela G. Beltran
Title: Secretary

Date:

By: _____
Name: Pedro Martinez
Title: Chief Executive Officer

CSG Legal Reviewed by:


AB on behalf of LG (Dec 14, 2022 16:48 EST)

Approval for Form and Legality

General Counsel for Subtenant

By: _____
Joseph T. Moriarty

Board Report No: _____

IN WITNESS WHEREOF, the parties hereto have caused this Consent to Sublease to be duly executed as of the day and year first above written.

LANDLORD:

OND PROPERTY LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

SUBTENANT:

Board of Education of the City of Chicago,
an Illinois municipal corporation

DocuSigned by:
Miguel del Valle
D5029923484041E...
By: _____
Name: Miguel del Valle
Title: President

SUBLANDLORD:

CSG SYSTEMS, INC., a Delaware corporation

By: _____
Name: _____
Title: _____

Attest:
DocuSigned by:
Estela G. Beltran
00FC32BB70214FE...
By: _____
Name: Estela G. Beltran
Title: Secretary

Date: December 20, 2022 | 3:56:29 PM CST

DocuSigned by:
Pedro Martinez
8E9397A6F19E43B...
By: _____
Name: Pedro Martinez
Title: Chief Executive Officer

Approval for Form and Legality

General Counsel for Subtenant
DocuSigned by:
Joseph T. Moriarty
571EC59C33144C5...
By: _____
Joseph T. Moriarty

Board Report No: 22-1207-OP4

REAFFIRMATION OF GUARANTY

The undersigned, as guarantor of Sublandlord's obligations under the Master Lease pursuant to that certain Guaranty dated May 23, 2019 (the "**Guaranty**") and as of the date of this Consent, hereby (a) consents to the Sublease, as modified and approved by this Consent; (b) ratifies the Guaranty; (c) confirms that the Guaranty remains in full force and effect; and (d) agrees that the Guaranty includes all of Tenant's obligations under the Lease and that Guarantor shall remain liable for such obligations notwithstanding the Sublease or this Consent.

CSG SYSTEMS INTERNATIONAL, INC., a
Delaware corporation

By: HT
Hai Tran (Dec 14, 2022 15:17 MST)
Name: Hai Tran
Title: CFO

CSG Legal Reviewed by:
AB on behalf of LG
AB on behalf of LG (Dec 14, 2022 16:48 EST)

EXHIBIT A

COPY OF THE SUBLEASE

[to be attached]

AGREEMENT OF SUBLEASE

This **AGREEMENT OF SUBLEASE** (this "Sublease") is made as of the 23rd day of December, 2022 ("Effective Date"), between **CSG SYSTEMS, INC.**, a Delaware corporation ("Sublandlord"), and **BOARD OF EDUCATION OF THE CITY OF CHICAGO**, a body politic and corporate of the State of Illinois ("Subtenant").

RECITALS:

- A. Sublandlord and OND Property LLC ("Landlord"), have entered into that certain Office Lease dated May 23, 2019 ("Original Lease"), as modified by that certain letter agreement dated December 20, 2019 (the "**Letter Agreement**"), as further amended by that certain First Amendment to Lease of even date herewith (the "First Lease Amendment"), (together with the First Amendment and the Original Lease, collectively the "Master Lease"), pursuant to which Sublandlord leases from Landlord the premises 51,835 rentable square feet of contiguous rentable area constituting the entire Suite 1400 of the building located at One North Dearborn Street, Chicago, Illinois ("Building") and as further described on Exhibit A hereto ("Premises").
- B. A true and correct copy of the Master Lease is attached hereto as Exhibit B.
- C. Subtenant desires to sublease from Sublandlord, on the terms and conditions set forth, the Premises (the "Subleased Premises").

NOW, THEREFORE, in consideration of the rents herein reserved and the covenants hereinafter expressed, and intending to be legally bound, Sublandlord and Subtenant agree as follows:

AGREEMENT:

1. **Sublease Term; Effectiveness of Sublease.**

1.1 Sublandlord hereby demises and sublets to Subtenant, who hereby subleases and takes from Sublandlord, the Subleased Premises beginning on the date (the "Commencement Date") that is the later of (a) January 1, 2023, or (b) ten days following the written consent of Landlord to this Sublease, attached hereto as Exhibit D, and ending at midnight Central Time on March 31, 2031 ("Sublease Expiration Date"), unless sooner terminated or cancelled in accordance with the terms and conditions of this Sublease (the "Term").

1.2 Subtenant shall not be entitled to exercise any options to extend or renew the term of the Master Lease, or to exercise the Right of First Offer as such term is defined in the Master Lease. These options and rights are expressly retained by Sublandlord and may be exercised or waived by Sublandlord in its sole and absolute discretion.

1.3 Sublandlord agrees to comply with the terms of the Master Lease and that it shall not terminate the Master Lease prior to the Sublease Expiration Date except in the event of a default by Landlord, after all applicable cure periods have expired, and upon prior written notice to Subtenant unless there is litigation pending to enforce the terms of the Master Lease. In the event of termination of the Master Lease for any reason, including by the Landlord, provided such termination is not due to material breach of the Master Lease by Sublandlord or any action of Subtenant, this Sublease shall terminate on the date of such termination, unless there is litigation pending to enforce the terms of the Master Lease. The parties

acknowledge and agree that pursuant to the First Lease Amendment, Section 65 of the Master Lease (entitled “Termination Option”) has been deemed terminated, void and without further force and effect, and neither Sublandlord nor Subtenant shall have the right to terminate the Master Lease or the Sublease, except as may be otherwise set forth therein or herein. Sublandlord further covenants and agrees that during the Term it shall not, without the prior written consent of Subtenant (which shall not be unreasonably withheld), , amend or modify the terms of the Master Lease to include any early termination option of the Master Lease or this Sublease. If for any reason, the Master Lease is terminated prior to the Sublease Expiration Date, Sublandlord shall not be liable to Subtenant if Sublandlord has used its reasonable best efforts to enforce the Master Lease and provided Subtenant with prior notice of such efforts, or has authorized Subtenant to take action, including legal action, to prevent the Landlord from terminating the Master Lease.

1.4 This Sublease shall not become effective until executed by both Sublandlord and Subtenant and Landlord has executed a Consent of Landlord (“Landlord Consent”) in a form attached hereto as Exhibit D . Notwithstanding the above, Subtenant and Sublandlord acknowledge and agree that this Sublease shall terminate and be of no further force or effect if a mutually executed Landlord Consent is not received on or before December 31, 2023.

2. **Rent and Other Terms.**

2.1 **Rent.** During the Term, Subtenant shall pay to Sublandlord fixed monthly base rent (“Base Rent”), as set forth below. The Base Rent amounts set forth below are inclusive of Sublandlord’s “Tenant’s Share” of “Tenant’s Operating Expense Payment” and “Tenant’s Tax Payment,” as such terms are defined in the Master Lease.

<u>Period</u>	<u>Base Rate</u> <u>(Per Rentable SqFt)</u>	<u>Base Rent</u> <u>(Monthly</u> <u>Installment)</u>
Base Rent Abatement Period (defined below)	\$0	\$0
Following the Base Rent Abatement Period – December 31, 2023	\$30.00	\$129,587.50
January 1, 2024 – December 31, 2024	\$31.00	\$133,907.08
January 1, 2025 – December 31, 2025	\$32.00	\$138,226.67
January 1, 2026 – December 31, 2026	\$33.00	\$142,546.25
January 1, 2027 – December 31, 2027	\$34.00	\$146,865.83
January 1, 2028 – December 31, 2028	\$35.00	\$151,185.42
January 1, 2029 – December 31, 2029	\$36.00	\$155,505.00
January 1, 2030 – December 31, 2030	\$37.00	\$159,824.58
January 1, 2031 – March 31, 2031	\$38.00	\$164,144.17

2.2 Additional Rent. In addition to the Base Rent as defined in Section 2.1 above, Subtenant shall pay to Sublandlord the following (collectively, “Additional Rent”):

(a) Any services or utilities requested by Subtenant and furnished by Landlord other than those specified in the Master Lease.

(b) All amounts due and payable by Sublandlord under the Master Lease due or attributable to the actions or omissions of Subtenant, unless included in the Base Rent or otherwise set forth herein.

2.3 Electrical Service. Electrical service used in the Subleased Premises shall be metered separately for the Subleased Premises, and Subtenant shall be responsible for payment of all electrical services to the Subleased Premises unless included in the Base Rent. If electrical service is billed directly, Sublandlord shall transfer the electrical service account to Subtenant at the commencement of the Sublease. The parties agree to prorate any electrical bills as of the Commencement Date.

2.4 Acknowledgement Regarding Rentable Area of the Subleased Premises. Sublandlord and Subtenant agree that the floor area of the Subleased Premises shall, for all purposes of this Sublease, be deemed to contain the square feet as set forth in Recital A above, and that Rent shall not be subject to revision if the actual floor area of the Subleased Premises differs from the total number of square feet set forth in Recital A above.

2.5 Subtenant’s Covenant to Pay Rent. Subtenant’s obligation to pay Base Rent and Additional Rent (collectively, “Rent”) shall commence on the Commencement Date, provided, however, that Sublandlord will provide Subtenant with an abatement of Base Rent (“Abated Base Rent”), for the ten-month period following the Commencement Date (such period, the “Base Rent Abatement Period”). Sublandlord agrees that, as a condition of receiving payments of Base Rent and Additional Rent from Subtenant, it shall create a vendor account with Subtenant’s procurement department and shall submit all necessary documentation to create said vendor account, including but not limited to IRS form W-9, a certificate of good standing from the Illinois Secretary of State, a certificate of insurance, and vendor attestation form. Furthermore, Sublandlord shall provide Subtenant with invoices for monthly installments of Base Rent and Additional Rent prior to said amounts being due. In the event of a default at any time by Subtenant, Sublandlord, in addition to all other remedies available under this Sublease, shall be entitled to collect all Abated Base Rent. Sublandlord does not waive, and Subtenant shall be responsible for payment of all Additional Rent during any period of Abated Rent. Monthly installments of Base Rent shall be paid, in legal tender of the United States of America, by the latter of ten days after the first day of each and every calendar month, after Subtenant’s receipt of an invoice from Sublandlord, during the Term, without setoff, deduction, notice or demand, except for the month of July. Rent for the month of July shall be due and payable no later than July 15 of each year. For example, the Base Rent due for the month of January 2024 shall be due and payable on or before January 10, 2024. The Base Rent due for the month of July 2024 shall be due and payable no later than July 15, 2024. Undisputed amounts of Additional Rent shall be payable to Sublandlord in monthly installments based on estimates provided by Sublandlord (or the Landlord if billed directly), no later than 15 days after Subtenant’s receipt of invoice. The monthly installments of Rent payable on account of any partial calendar month during the Term, if any, shall be prorated.

2.6 Rent payments should be made as follows:

CSG Systems, Inc.
Account number: 1155026349
ACH routing number: 104000058
Wire routing number: 121000248

SWIFT/BIC code: WFBIUS6S

Bank name and address: Wells Fargo Bank, 420 Montgomery Street, San Francisco, CA 94104

3. **Condition of Premises; Furniture.**

3.1 Subtenant acknowledges and agrees that Sublandlord is delivering the Subleased Premises to Subtenant without representation or warranty whatsoever and without any obligation of Sublandlord to perform any alterations or improvements to the Subleased Premises. The taking of possession of the Subleased Premises by Subtenant shall conclusively establish that the Subleased Premises were at such time in a good and sanitary order, condition, and repair acceptable to Subtenant. Subtenant shall be conclusively deemed to have accepted the Subleased Premises "AS IS," except Sublandlord shall deliver the Subleased Premises in broom clean condition, in the condition existing on the date Subtenant first takes possession, and to have waived all claims relating to the condition of the Subleased Premises.

3.2 On or before the Sublease Expiration Date or earlier termination or expiration of this Sublease, Subtenant shall restore, at its sole cost and expense, the Subleased Premises to the condition existing as of the Commencement Date, ordinary wear and tear excepted, and in at least broom-swept condition. The obligations of Subtenant hereunder shall survive the expiration or earlier termination of this Sublease. Subtenant shall additionally remove all personal property, including furniture, on the Subleased Premises.

3.3 Upon the Commencement Date, Sublandlord's furniture, fixtures and equipment, including all audiovisual equipment, television screens and displays, Crestron systems, video conferencing, data racks, wiring/cabling and the like, an inventory of which is attached as Exhibit C hereto (collectively, "FF&E"), located on the Subleased Premises shall be transferred and conveyed "AS-IS" to Subtenant in consideration of Subtenant's payment to Sublandlord in the amount of \$1.00, receipt of which is hereby acknowledged. Sublandlord shall provide Subtenant with a Bill of Sale and any Manufacturers' Warranties and manuals and codes it in its possession for the FF&E. Sublandlord warrants to Subtenant that it is the sole owner of the FF&E, and it is being sold to Subtenant free and clear of any liens, encumbrances, security or financing agreements or statements. Sublandlord makes no representations or warranties as to the condition or suitability of such FF&E for Subtenant's use. Except as stated above, Sublandlord shall have no other obligation or liability with respect to any such FF&E, and such FF&E shall constitute Subtenant's property for all purposes under the Sublease and Master Lease. Subtenant shall confirm with Landlord the FF&E that must be removed at the expiration or termination of the Sublease.

4. **Assignment and Subletting.** Subtenant may not assign or transfer this Sublease, nor sublet all or any part of the Subleased Premises, without the prior written consent of Sublandlord and Landlord in accordance with, and subject to, the provisions of the Master Lease, which consent may not be unreasonably withheld, conditioned, or delayed. Any assignment, transfer, or sublease in violation of this provision shall be null and void. Unless otherwise agreed to by Subtenant and Landlord, no assignment or subletting shall release Subtenant of its obligations or alter the primary liability of Subtenant under this Sublease.

5. **Terms of Lease Incorporated.** This Sublease is subject and subordinate to all of the terms and conditions of the Master Lease and Landlord Consent attached as Exhibit D, all of which are hereby incorporated herein by reference and made a part hereof, subject to the following:

5.1 **Assumption of Obligations.** Subtenant does hereby assume and agree to be bound by the terms and conditions of the Master Lease, and Subtenant shall fully and faithfully pay, perform and comply with all of the duties, conditions, terms and obligations contained in the Master Lease to be paid, performed or complied with by Sublandlord under the Master Lease during the Term, except Subtenant shall have no

obligation to (i) pay any rental amounts due under the Master Lease, or (ii) pay any amounts resulting from a default under the Master Lease by Sublandlord (other than a default arising from Sublandlord's failure to perform in accordance with a term or condition of the Master Lease, which term or condition Subtenant has agreed to assume, perform and be bound by pursuant to this Sublease).

5.2 Obligations of Sublandlord. Sublandlord covenants and agrees to comply with the terms of the Master Lease and Landlord's Consent to the Sublease and to enforce the terms therein to enable Subtenant to access, use and occupy the Subleased Premises during the Sublease Term. Subtenant shall look solely to Landlord for the performance of all obligations and the rendition of all services which are the obligation of Landlord under the Master Lease and Sublandlord shall not be responsible therefore, unless Landlord's failure or refusal to satisfy its obligations under the Master Lease is due to Sublandlord's failure to comply with the terms of the Master Lease. Failure by Landlord to furnish any services or any cessation of services, shall not render Sublandlord liable in any respect for damages to either person or property, nor be construed as an eviction of Subtenant, unless said cessation is due to Sublandlord's material failure to comply with the terms of the Master Lease. Subtenant shall be entitled to an equitable abatement of Rent or charges payable hereunder, if Subtenant is unable to occupy, use or access the Premises, or a portion thereof, due to Landlord's failure to provide material services or access to the Premises for ten (10) consecutive Business Days. Notwithstanding the above, if Landlord defaults in its obligations under the Master Lease, upon delivery of written request from Subtenant to Sublandlord, Sublandlord shall make a written demand on Landlord, and use its reasonable efforts to cause Landlord, to perform its obligations in the Master Lease, provided, however, Subtenant shall not be required to bring any action against Landlord to enforce its obligations. Subtenant may but is not required to bring any action against Landlord directly to enforce Landlord's obligations in the Master Lease. In addition, Subtenant shall, at its sole cost and expense, have the right to assume the position of Sublandlord in any proceeding to enforce any term or condition of the Master Lease to enable Subtenant to access, use, and occupy the Subleased Premises in accordance with the terms contained in the Master Lease and Sublease and Sublandlord agrees to reasonably cooperate with Subtenant to enforce the terms of the Master Lease.

5.3 Rights of Sublandlord. Sublandlord, in its relations with Subtenant hereunder, shall have all of the rights and remedies afforded to Landlord in its relations with Sublandlord as set forth in the Master Lease subject to the covenants, conditions and limitations stated in this Sublease. Without limiting the generality of the foregoing, the consent of Sublandlord shall be required for any action of Subtenant which, pursuant to the Master Lease, would require the consent of Landlord and upon such request for consent delivered to Sublandlord by Subtenant, Sublandlord, at no cost or expense to Sublandlord, shall use commercially reasonable efforts to assist Subtenant in obtaining any such consent from Landlord.

5.4 Rights of Subtenant; Limitation. Subtenant shall have all of the rights of Sublandlord, with respect to the Subleased Premises, pursuant to the Master Lease. Subtenant acknowledges that the rights granted to it under this Sublease are not in any sense greater or broader than the rights granted to Sublandlord under the Master Lease.

Sublandlord agrees that it shall notify Subtenant if Landlord provides notice to Sublandlord alleging or claiming that Sublandlord has breached or defaulted under the Master Lease. Sublandlord shall use commercially reasonable efforts to cure the breach or alleged default within the time permitted to prevent the Landlord from terminating the Master Lease. Subtenant shall have the option, but not the obligation, to cure the alleged breach or default to prevent the Master Lease from being terminated during the Term of the Sublease. In the event Sublandlord fails to pay the rent due under the Master Lease, Subtenant shall have the right to pay the Rent due under this Sublease (Sections 2.1, 2.2 and 2.3 above) directly to the Landlord and to retain possession of the Subleased Premises upon payment thereof until such time as Sublandlord cures the failure to pay such rents. Sublandlord agrees to pay Landlord any remaining

amount(s) due the Landlord under the Master Lease to prevent the Master Lease and this Sublease from being terminated.

5.5 **Signage.** Sublandlord shall provide building directory signage rights to Subtenant in accordance with Sublandlord's rights under the Master Lease.

5.6 **Permitted Use.** Subtenant shall use and occupy the Subleased Premises solely in accordance with, and as permitted under, the terms of the Master Lease and for no other purpose.

5.7 **Early Access.** Prior to the Commencement Date, upon written consent of Landlord Sublandlord shall allow Subtenant early access to the Premises for purposes of space planning and installation of equipment (subject to the terms of the Master Lease). If Subtenant enters the Premises prior to the Commencement Date, Subtenant's access to the Premises shall be subject to all of the provisions of the Master Lease, including providing evidence of all insurance coverage required by the Master Lease, or otherwise approved by Landlord. Subtenant shall provide or require its vendors and/or contractors to provide the same or similar coverage. Subtenant shall neither pay Base Rent nor Additional Rent during the early access period, nor will the Commencement Date be affected.

5.8 **Alterations.** Subject to the terms of the Landlord Consent and the Master Lease, with the prior written approval of the Landlord and Sublandlord (which shall be determined in accordance with the terms of the Master Lease), Subtenant may make improvements ("Alterations") to the Subleased Premises which are necessary for its use at Subtenant's cost and expense.

6. **Quiet Enjoyment.** Subject to the terms and conditions of this Sublease and the Master Lease, Subtenant shall have the peaceable and quiet enjoyment and possession of the Subleased Premises without any manner or hindrance from Sublandlord or any persons lawfully claiming through Sublandlord.

7. **Representations of Sublandlord.** Sublandlord represents to Subtenant that: (i) the Master Lease has not been amended or modified except as described in Recital A and (ii) to its actual current knowledge, no default on the part of Sublandlord exists under the Master Lease.

8. **Insurance; Indemnification.**

8.1 **Insurance.** With respect to the insurance requirements set forth in the Master Lease, Subtenant shall comply fully therewith at its sole cost and expense and name both Sublandlord and Landlord as additional insureds and as otherwise required by the Master Lease. Subtenant shall deliver to Sublandlord a certificate from its insurer declaring such insurance to be in full force and effect, and such certificate shall specify on its face thereof that the limits of such policy apply separately to the Subleased Premises. Sublandlord acknowledges that Subtenant is a current tenant in the Building. Sublandlord agrees that Subtenant may use and apply its existing insurance to meet the insurance requirements set forth herein if Subtenant obtains Landlord's approval and names Sublandlord as an additional insured for the Subleased Premises.

8.2 **Subtenant's Indemnity.** Unless due to Sublandlord's negligence or intentional wrongful acts, Subtenant shall at all times indemnify, defend, and save harmless Sublandlord for, from and against, any and all liability, loss, cost, injury, damage or other expenses caused by or due to Subtenant's negligence or intentional wrongful acts, (a) that may occur or be claimed by or with respect to any person(s) or property on or about the Subleased Premises and/or common areas by Subtenant or other persons claiming through or under Subtenant, its agents, employees, licensees, invitees or guests, or from the condition of the Subleased Premises and/or the common areas, (b) arising under the Master Lease and/or Sublease and

accruing from and after the date hereof, and (c) arising from any default by Subtenant under this Sublease or the Master Lease. This indemnity shall survive the termination or expiration of this Sublease.

8.3 Limitation on Sublandlord's Liability. Sublandlord will not be liable for personal injury or property damage to Subtenant, its officers, agents, employees, invitees, guests, licensees or any other person in the Subleased Premises, regardless of how such injury or damage may be caused (except to the extent arising out of Sublandlord's negligence or intentionally wrongful act). Any property of Subtenant kept or stored in the Subleased Premises will be kept or stored at the sole risk of Subtenant. Notwithstanding anything herein to the contrary, the total dollar amount of Sublandlord's liability to Subtenant, and/or its officers, partners, employees, agents, customers and/or invitees, or any person claiming through or under Subtenant may not exceed the aggregate sum of all Base Rent previously paid to Sublandlord or to be paid by Subtenant pursuant to this Sublease. Sublandlord will not be in default under this Sublease or be liable to Subtenant or any other person, for direct or consequential damage, or otherwise, for any failure to supply any heat, air conditioning, elevator, cleaning, lighting, security, surges or interruptions of electricity, or other service to the Subleased Premises, unless said failure is a direct result of Sublandlord's breach or default under the terms of the Master Lease. This provision shall survive the termination or expiration of this Sublease.

9. Notices. All notices, demands and requests under this Sublease shall be in writing, and shall not be effective unless given by (i) prepaid registered or certified mail, return receipt requested, or (ii) by nationally recognized commercial overnight courier service, or (iii) by hand-delivery with a signed acknowledgment of receipt by the receiving party. A party may send a courtesy copy of the notice by electronic mail, addressed as follows,

If to Sublandlord: CSG Systems, Inc.
18020 Burt Street
Omaha, NE 68022
Attention: Burt Lunn, VP
Phone: (402) 431-7118
Email: burt.lunn@csgi.com

With a confirmation copy via email to each of: Legal.contracts@csgi.com and Sandra.seng@csgi.com

If to Subtenant: Chicago Board of Education
42 W. Madison Street, 2nd Floor
Chicago, Illinois 60602
Attn: Director of Real Estate
Facsimile (773) 553-4305
Email: realestate@cps.edu

With a copy to: General Counsel
Chicago Board of Education
1 N. Dearborn Street, 9th Floor
Chicago, Illinois 60602
Facsimile: (773) 553-1702
Email: cpslawdepartment@cps.edu

If to Landlord: OND Property LLC
c/o Beacon Capital Partners, LLC
200 State Street, 5th Floor

Boston, Massachusetts 02109
Attn: General Counsel

With a copy to: MB Real Estate Services Inc.
One North Dearborn Street, Suite 1175
Chicago, IL 60602
Attn: Property Manager

or at such other address or electronic mail address as any party may hereafter designate by written notice to all other parties. The effective date of all notices shall be the date of receipt by the party to whom the notice is addressed or, if receipt of such notice is not accepted or is not possible due to a change in address for which the sending party did not receive notice, the effective date of such a notice shall be the date of mailing such notice, if mailed, the date of delivery to a courier service, if delivered by courier, the date of attempted delivery, if hand delivered. Notice sent by electronic mail is for courtesy purposes only and shall not constitute notice as required in Section 9 of this Sublease.

10. **Brokers.** Sublandlord and Subtenant hereby represent and warrant to each other and to Landlord that the only brokers involved in this transaction are CBRE, Inc. ("Broker"), who separately represents each of Sublandlord and Subtenant in this transaction. All commissions payable to Broker shall be paid by Sublandlord to Broker pursuant to a separate agreement between Sublandlord and Broker. Sublandlord and Subtenant represent and warrant to each other that neither of them have cause or incurred any claims for brokerage commissions or finder's fees of any kind in connection with the execution of this Sublease, other than to Broker, and Sublandlord and Subtenant shall, jointly and severally, indemnify and hold Landlord harmless against and from all liabilities arising from any such claims caused or incurred by either of them (including without limitation, the costs of reasonable attorneys' fees in connection therewith).

11. **Confidentiality.** Neither Sublandlord nor Subtenant and each of their respective shareholders, partners, members, officers, directors, employees, agents and representatives may disclose the subject matter or terms of this Sublease or the transaction contemplated hereby without the other parties' prior written consent thereto, which written consent may be withheld in such party's sole discretion; provided, however, that the provisions of this Section 11 shall not apply to any disclosure required by legal authorities, including disclosure requirements that apply to Subtenant as a governmental entity, any disclosure by such party's lenders, architects, accountants, and attorneys, or any disclosure to Landlord.

12. **No Security Deposit.** Subtenant shall not be required to provide a security deposit under this Sublease.

13. **Events of Default.**

13.1 Events of Default. The occurrence of any one or more of the following events shall constitute an "Event of Default" under this Sublease:

- (a) any part of Rent is not paid when due, or
- (b) the nonperformance, breach or default under any other provision of this Sublease that is not cured within thirty (30) days after delivery of written notice thereof to the defaulting party; provided, however, that if the term, condition, covenant or obligation to be performed is of such nature that the same cannot reasonably be performed within such thirty day period, such default shall be deemed to have been cured if the defaulting party commences such performance within said thirty-day period and

thereafter diligently undertakes to complete the same, and in fact, completes same within ninety (90) days after notice of default, provided such time extension does not result in the termination of the Master Lease.

13.2 Sublandlord's Remedies. Upon an Event of Default by Subtenant and its failure to cure the default within all applicable notice and cure periods provided herein, Sublandlord, at its option, any time thereafter, may:

(a) Terminate this Sublease by written notice to Subtenant and, upon service of said notice, Subtenant shall immediately vacate the Subleased Premises, and Sublandlord, in addition to its other remedies, may recover from Subtenant all damages incurred by Sublandlord as a result of such breach (all of which shall be immediately due and payable), including, but not limited to, (A) the cost of recovering possession of the Subleased Premises; (B) reasonable attorneys' fees; (C) the unpaid amount of all monetary obligations payable under this Sublease which had been earned at the time of termination; and (D) the worth at the time of award of the amount by which the unpaid amount of all monetary obligations payable under this Sublease for the balance of the Term after the time of such award exceeds the amount of such loss for the same period that Subtenant proves could be reasonably avoided. Sublandlord shall be required to use reasonable efforts to mitigate its damages, but efforts by Sublandlord to mitigate damages caused by the default shall not waive Sublandlord's right to recover all or any part thereof in a separate suit after it establishes its efforts to mitigate damages.

(b) Sublandlord may, without terminating the Sublease, re-enter and take possession of the Subleased Premises or any part thereof with Subtenant's written consent or a court order. Sublandlord reserves the right, following any reentry or reletting, to exercise its right to terminate this Sublease by giving Subtenant written notice thereof. No such reentry or taking possession of the Subleased Premises by Sublandlord shall be construed as an election by Sublandlord to terminate this Sublease unless a written notice of such intention is given to Subtenant. No notice from Sublandlord hereunder or under a forcible entry and detainer statute or similar law shall constitute an election by Sublandlord to terminate this Sublease unless such notice specifically so states. After recovering possession of the Subleased Premises, Sublandlord agrees to cooperate with Subtenant and to use reasonable commercial efforts to (i) mitigate Sublandlord's damages and costs after it retakes possession of the Sublease Premises, and (ii) relet the Subleased Premises, or any part thereof, for the account of Subtenant, on such term or terms and on such conditions and upon such other terms as Sublandlord, may reasonably determine. Notwithstanding Sublandlord's recovery of possession of the Subleased Premises and provided Sublandlord uses reasonable efforts to mitigate damages, Subtenant shall continue to pay on the dates herein specified, the Rent and all additional amounts which would be payable hereunder if such repossession had not occurred, less a credit for the net amounts, if any, actually received by Sublandlord through any reletting of the Subleased Premises; and

(c) Upon a breach by Subtenant hereunder, Sublandlord shall also have all other rights available to it at law or in equity, including without limitation, seeking specific performance or injunctive relief, or performing Subtenant's obligations hereunder and getting reimbursed the reasonable cost and expenses therefor upon demand. All rights and remedies of Sublandlord herein created or otherwise existing at law or equity are cumulative and may be exercised concurrently, whenever, and as often as deemed desirable, and the exercise of one shall not be taken to exclude or waive the right to the exercise of any other.

(d) Subtenant may not be forcibly or constructively evicted from the Premises without prior written notice and a court order issued pursuant to 735 ILCS §§ 5/9-101 *et. seq.* of the Illinois Code of Civil Procedure.

13.3 Subtenant's Remedies. Upon an Event of Default by Sublandlord, and its failure to cure the default within all applicable notice and cure periods provided herein, Subtenant, at its option, any time thereafter, may:

(a) Terminate this Sublease by written notice to Sublandlord and, upon service of said notice, vacate and return the Subleased Premises to Sublandlord in accordance with Sections 3.2 and 3.3 above.

(b) In addition to its other remedies, may recover from Sublandlord all damages incurred by Subtenant as a result of such breach including, but not limited to (A) Subtenant's fees and costs to enforce the Master Lease against the Landlord; (B) fees or costs paid by Subtenant to Landlord to prevent the Master Lease from being terminated during the term of the Sublease; (C) Subtenant's reasonable attorneys' fees; and

(c) Utilize any and all remedies available to Subtenant as expressly provided in this Sublease or that would be available to Subtenant at law or in equity.

14. **General Provisions.**

14.1 No Breach of Master Lease. Neither Sublandlord nor Subtenant shall do or permit to be done any act or thing, or omit to do anything, which may constitute a breach or violation of any term, covenant, or condition of the Master Lease. Sublandlord represents to the best of its knowledge that there is no existing default under the terms of the Master Lease.

14.2 Time of the Essence. Time is of the essence of this Sublease and of the performance by Subtenant of each and every term and condition of this Sublease and of each and every term and condition of the Master Lease which the Subtenant has herein agreed to keep and perform.

14.3 Entire Agreement; Amendment. This Sublease and the Landlord's Consent attached hereto as Exhibit D contain all of the agreements between Sublandlord and Subtenant with respect to the Subleased Premises and may not be modified except by written instrument duly executed by Sublandlord, Subtenant and the Landlord.

14.4 Estoppel Certificates. Subtenant, upon not less than ten (10) days' prior written notice from Sublandlord, agrees to execute and deliver to Sublandlord an estoppel certificate in accordance with the terms of the Master Lease

14.5 Successors and Assigns. The terms and conditions of this Sublease shall extend to and be binding upon the heirs, successors and permitted assigns of the respective parties.

14.6 No Recording. Subtenant shall not permit any instruments to be recorded against the Subleased Premises.

14.7 Authority. Each party represents and warrants to the other that it has full authority and power to enter into and perform its obligations under this Sublease, that the person executing this Sublease is fully empowered to do so, and that no consent or authorization is necessary from any third party. Either party may request evidence of such party's authority.

14.8 Attorneys' fees. In the event of litigation arising out of or in connection with this Sublease, the prevailing party shall be awarded reasonable attorneys' fees, costs, and expenses.

14.9 Waiver of Consequential Damages. Subtenant and Sublandlord hereby waive any and all right to receive punitive, exemplary and consequential damages from the other party (or any past, present or future board member, trustee, director, officer, employee, agent, representative, or advisor of the other) in any claim, demand, action, suit, proceeding or cause of action brought by or on behalf of Subtenant or Sublandlord against the other party and relating to or arising out of this Sublease, whether now existing or hereafter arising and whether based on contract or tort or any other legal basis.

14.10 Governing Law; Waiver of Jury Trial. This Sublease shall be construed in accordance with the laws of the State of Illinois. Sublandlord and Subtenant each hereby expressly, irrevocably, fully, and forever releases, waives, and relinquishes any and all right to trial by jury.

14.11 Counterparts and Electronic/Digital Signatures. Sublandlord and Subtenant may execute this Sublease in any number of counterparts, each of which, when executed and delivered, shall have the force and effect of an original, and all of which together shall constitute one and the same instrument. Signatures may be exchanged by facsimile transmission, by e-mail delivery of a .pdf or by other means of electronic transmission and signature, including digital signatures, and such signatures shall be valid and binding as if the same were an original signature.

14.12 Paragraph Headings. The paragraph headings appearing in this Sublease have been inserted for the purpose of convenience and ready reference. They do not purport to, and shall not be deemed to, define, limit, or extend the scope of intent of the paragraph to which they pertain.

14.13 Conflict of Interest. This Sublease is not legally binding on the Subtenant if entered into in violation of the provisions of 105 ILCS 5/34-21.3 of the Illinois School Code which restricts the employment of or the letting of contracts to, former Board members during the one-year period following expiration or other termination of their terms of office.

14.14 Indebtedness. Sublandlord agrees to comply with the Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as may be amended from time to time, which policy is hereby incorporated by reference as if fully set forth herein.

14.15 Contingent Liability. The School Code of Illinois prohibits the incurring of any liability unless an appropriation has been previously made. Accordingly, the Sublandlord agrees that any expenditures beyond the Subtenant's then current fiscal year are deemed to be contingent liabilities only, subject to appropriation in subsequent fiscal year budget(s).

14.16 Inspector General. Each party to this Lease hereby acknowledges that in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

14.17 Ethics. The Subtenant's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time, is incorporated into and made part of this Sublease.

[Signature Page Follows]

IN WITNESS WHEREOF, this Sublease has been duly executed by Sublandlord and Subtenant as of the dates set forth below.

SUBLANDLORD:

SUBTENANT:

**CSG Systems Inc.,
a Delaware corporation**

Board of Education of the City of Chicago

By: H.T.
Hai Tran (Dec 14, 2022 15:11 MST)

By: _____

Name: Hai Tran

Miguel del Valle
Title: President

Title: CFO
Dec 14, 2022

Attest:

By: _____
Estela G. Beltran

CSG Legal Reviewed by:

AB on behalf of LG
AB on behalf of LG (Dec 14, 2022 16:44 EST)

Title: Secretary

Date:

By: _____
Pedro Martinez
Chief Executive Officer

Approval for Form and Legality

General Counsel for Subtenant

By: _____
Joseph T. Moriarty

Board Report No: _____

IN WITNESS WHEREOF, this Sublease has been duly executed by Sublandlord and Subtenant as of the dates set forth below.

SUBLANDLORD:

**CSG Systems Inc.,
a Delaware corporation**

By: _____

Name: _____

Title: _____

SUBTENANT:

Board of Education of the City of Chicago

DocuSigned by:
Miguel del Valle
Miguel del Valle
Title: President

Attest:
DocuSigned by:
Estela G. Beltran
Estela G. Beltran
Title: Secretary

Date: December 20, 2022 | 3:56:29 PM CST

DocuSigned by:
Pedro Martinez
Pedro Martinez
Chief Executive Officer

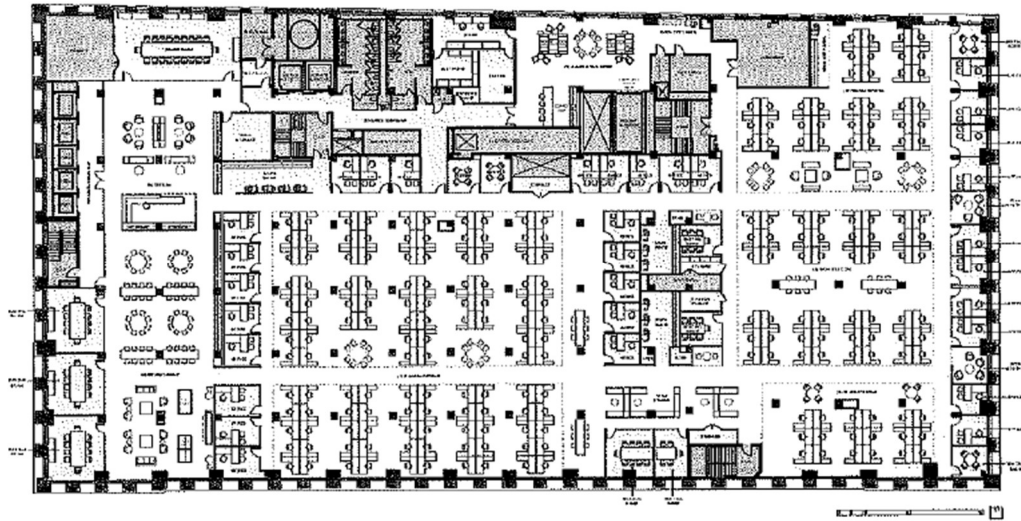
Approval for Form and Legality

General Counsel for Subtenant
DocuSigned by:
Joseph T. Moriarty
Joseph T. Moriarty

Board Report No: 22-1207-OP4

EXHIBIT A

FLOORMAP OF SUBLEASED PREMISES



*All furniture is shown for informational purposes only

EXHIBIT B

MASTER LEASE

(Attached)

OFFICE LEASE

Between

**OND PROPERTY LLC,
AS LANDLORD**

and

**CSG SYSTEMS, INC.,
AS TENANT**

Dated: May 23, 2019

**ONE NORTH DEARBORN STREET
CHICAGO, ILLINOIS**

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LIST OF EXHIBITS

- A LEGAL DESCRIPTION
- A-1 PLAN OF PREMISES
- B WORK LETTER
- C RULES AND REGULATIONS
- D COMMENCEMENT DATE LETTER
- E GREEN LEASE REQUIREMENTS
- F INTENTIONALLY OMITTED
- G FORM OF GUARANTY
- H PLAQUE SIGN

BASIC LEASE PROVISIONS

The following sets forth some of the Basic Provisions of the Lease. In the event of any conflict between the terms of these Basic Lease Provisions and the referenced Sections of the Lease, the referenced Sections of the Lease shall control. In addition to the following Basic Lease Provisions, all of the other terms and conditions and sections of the Office Lease hereinafter set forth are hereby incorporated as an integral part of this Summary.

1. Building (See Section 1): One North Dearborn Street
Chicago, Illinois 60602

2. Premises (See Section 1):

Suite: 1400
Floor: 14th
Rentable Square Feet: 51,835

3. Term (See Section 2): One hundred thirty-two (132) full calendar months

Commencement Date: Ninety (90) days after the Delivery Date (hereinafter defined). Landlord anticipates that the Delivery Date will be February 1, 2020 (the "**Target Delivery Date**").

Expiration Date: The last day of the one hundred thirty-second (132nd) full calendar month after the Commencement Date, subject to Section 2

4. Base Rent (See Section 5):

<u>Lease Year</u>	<u>Annual Rate Per Rentable Square Foot of Premises</u>	<u>Monthly Installment</u>
1	\$38.70	\$167,167.88
2	\$39.35	\$169,975.60
3	\$40.00	\$172,783.33
4	\$40.65	\$175,591.06
5	\$41.30	\$178,398.79
6	\$41.95	\$181,206.52

7	\$42.60	\$184,014.25
8	\$43.25	\$186,821.98
9	\$43.90	\$189,629.71
10	\$44.55	\$192,437.44
11	\$45.20	\$195,245.17

The term “**Lease Year**”, as used in this Lease, shall mean each and every consecutive twelve (12) month period during the Term of this Lease, with the first such twelve (12) month period commencing on the Commencement Date; provided, however, if the Commencement Date occurs other than on the first day of a calendar month, the first Lease Year shall be that partial month plus the first full twelve (12) months thereafter.

Notwithstanding anything to the contrary contained herein, provided Tenant (a) is in occupancy of and operating its business in substantially all of the Premises; and (b) is not in Default (as hereinafter defined) under the terms of this Lease, Tenant's obligations for Base Rent, Tenant’s Operating Expense Payment and Tenant’s Tax Payment accruing with respect to the Premises initially demised by this Lease shall be abated for the first ten (10) full calendar months of the Term (the amounts so abated being referred to herein as the “**Abated Rent**,” and the period during which such amounts are abated being referred to herein as the “**Rent Abatement Period**”), subject to reduction pursuant to Section 3(b) of the Work Letter and to the following conditions. If Landlord elects to terminate this Lease or terminate Tenant's right to possession of the Premises as a consequence of the occurrence of a Default, then, in addition to Landlord's other rights and remedies in connection with such Default, Tenant shall immediately pay Landlord the unamortized portion of the Abated Rent, such amortization to be computed over the number of full calendar months in the Term (i.e., one hundred thirty-two (132) months) with interest at the lesser of: (1) eight percent (8%) per annum; or (2) the maximum rate permitted by applicable law.

5. Rent Payment Address (See Section 6):

Via Mail:

OND PROPERTY LLC
33297 Collection Center Drive
Chicago, Illinois 60693-0332

Via Wire Transfer:

BANK OF AMERICA
Boston, Massachusetts 02110
ABA #026009593
Beneficiary A/C: 00464047-3721
Beneficiary Name: OND Property LLC Rent Account
Reference: CSG Systems, Inc.

Via ACH Payment:

BANK OF AMERICA
Boston, Massachusetts 02110
ABA #011000138
Beneficiary A/C: 00464047-3721
Beneficiary Name: OND Property LLC Rent Account
Reference: CSG Systems, Inc.

- | | |
|---|--|
| 6. Tenant's Share (See Section 7): | 5.4584% with respect to Operating Expenses (hereinafter defined) and 6.1607% with respect to Taxes (hereinafter defined) |
| 7. Security Deposit (See Section 10): | None |
| 8. Base Year (See Section 7): | Calendar year commencing January 1, 2020 and ending December 31, 2020 |
| 9. Turnkey Allowance (See Exhibit B): | \$100.00 per rentable square foot |
| 10. Landlord's Broker (See Section 49): | The Telos Group LLC |
| 11. Tenant's Broker (See Section 49): | CBRE, Inc. |
| 12. Notice Address (See Section 30): | |

Landlord

Tenant

OND Property LLC
c/o Beacon Capital Partners, LLC
200 State Street
5th Floor
Boston, Massachusetts 02109
Attn: General Counsel

With a copy to:

MB Real Estate Services Inc.
One North Dearborn Street
Suite 3700
Chicago, Illinois 60602
Attn: Property Manager

CSG Systems, Inc.
6165 S. Willow Drive
Greenwood Village, CO 80111
Attn: General Counsel

With a copy to:

CSG Systems, Inc.
One North Dearborn Street
Suite 1400
Chicago, Illinois, CO 60602
Attn: Troy Caldwell

And:

Brownstein Hyatt Farber Schreck, LLP
410 17th Street, Suite 2200
Denver, Colorado 80202
Attn: Noelle Riccardella

13. Guarantor (See Section 63):

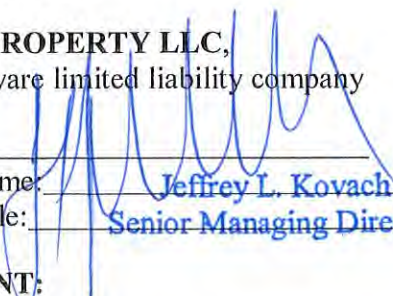
CSG Systems International, Inc.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Landlord and Tenant have executed this instrument as of the date set forth on the first page hereof.

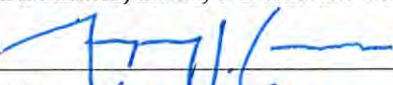
LANDLORD:

OND PROPERTY LLC,
a Delaware limited liability company

By: 
Name: Jeffrey L. Kovach
Title: Senior Managing Director

TENANT:

CSG SYSTEMS, INC., a Delaware corporation

By: 
Name: Gregory L. Cannon
Title: SVP, GC and Secretary

CSG Legal Review 5/14/19: 

OFFICE LEASE

THIS OFFICE LEASE (the “**Lease**”) is made and entered into as of the date appearing on the first page hereof by and between the Landlord and Tenant identified above.

A. Premises/Term/Possession.

1. **Premises.** Landlord does hereby rent and lease to Tenant and Tenant does hereby rent and lease from Landlord, for general office purposes of a type customary for first-class office buildings, the Premises located in the Building identified in the Basic Lease Provisions, situated on the real property described in **Exhibit A** attached hereto (the “**Property**”), such Premises as all further shown on the drawing attached hereto as **Exhibit A-1** and made a part hereof by reference. The Premises shall be prepared for Tenant’s occupancy in the manner and subject to the provisions of **Exhibit B** attached hereto and made a part hereof. Except as expressly set forth herein, Tenant acknowledges and agrees the Premises are being leased in their “as is” condition, without representation or warranty by Landlord or any other party acting on Landlord’s behalf, except as expressly set forth in this Lease. Landlord represents and warrants that, to Landlord’s actual knowledge, Landlord has not received any written notice from any applicable governmental entity that the Building is currently in breach of any applicable governmental rules, regulations, codes, orders or requirements, including, without limitation, those related to Hazardous Materials (as hereinafter defined), nor has Landlord received any written notice that Landlord is in default under the Declaration. In addition, Landlord represents and warrants that: (i) the base building HVAC components, electrical, plumbing, mechanical, life safety and other systems in the Building which serve the Premises will be in good working order and condition on the Delivery Date. Landlord and Tenant agree that the number of rentable square feet described in Paragraph 2 of the Basic Lease Provisions has been confirmed and conclusively agreed upon by the parties. No easement for light, air or view is granted hereunder or included within or appurtenant to the Premises.

2. **Lease Term.** Tenant shall have and hold the Premises for the term (“**Term**”) identified in the Basic Lease Provisions commencing on the date (the “**Commencement Date**”) set forth as the Commencement Date in Paragraph 3 of the Basic Lease Provisions (subject to Section 3 below), and expiring on the date (the “**Expiration Date**”) set forth as the Expiration Date in Paragraph 3 of the Basic Lease Provisions, unless sooner terminated or extended as hereinafter provided. Within thirty (30) days after the actual Commencement Date, Landlord and Tenant shall execute and deliver a Commencement Date letter in the form of **Exhibit D** attached hereto to be prepared by Landlord, provided that the failure of the parties to execute and deliver the Commencement Date letter shall not affect the enforceability of this Lease.

3. **Possession.** Provided that Tenant has delivered to Landlord the Guaranty, and evidence of the insurance required by Tenant hereunder, Landlord shall deliver possession of the Premises to Tenant in broom-clean condition upon the substantial completion of the Work in accordance with the Work Letter attached hereto as **Exhibit B** (the “**Work Letter**”) (such date of delivery, the “**Delivery Date**”), provided the Delivery Date may not occur before February 1, 2020 unless both Landlord and Tenant agree in writing to such Delivery Date. Landlord shall make commercially reasonable efforts to deliver possession of the Premises to Tenant on the

Target Delivery Date; provided that Landlord's failure to deliver possession of the Premises to Tenant by such date due to Tenant Delay (as defined in the Work Letter) or a force majeure event (as defined in Section 18) shall not affect the enforceability of this Lease, or subject Landlord to any liability to Tenant for damages or be deemed a default by Landlord of its obligations under this Lease. Notwithstanding anything to the contrary contained herein, subject to a force majeure event or Tenant Delay (as defined in the Work Letter), if the Delivery Date does not occur by March 1, 2020, then Tenant's obligation to pay Base Rent for the Premises shall be abated by an amount equal to 1.1 times the monthly Base Rent for each month or partial month for which the Delivery Date is delayed from and after March 1, 2020 until the Delivery Date (which abatement shall be in addition to the Abated Rent applicable to the Rent Abatement Period). For example, if the Premises are not delivered to Tenant on or before March 1, 2020, Tenant shall receive rent abatement equal to 1.1 times one month's Base Rent; if the Premises are not delivered to Tenant on or before April 1, 2020 Tenant shall receive rent abatement equal to 1.1 times two months' Base Rent; if the Premises are not delivered to Tenant on or before May 1, 2020, Tenant shall receive rent abatement equal to 1.1 times three months' Base Rent; and so on. Tenant's possession of the Premises prior to the Commencement Date shall be subject to all of the terms and conditions of this Lease except that Base Rent and Additional Rent shall not commence to accrue until the Commencement Date (subject to all applicable abatement). Notwithstanding the foregoing, if Tenant occupies the Premises prior to the Commencement Date, Tenant shall be obligated to pay for the cost of electricity and janitorial services as well as the cost of any additional services requested by Tenant with respect to the Premises (e.g., after-hours HVAC and after-hours freight elevator services) during such period of occupancy prior to the Commencement Date. Tenant shall not be permitted to occupy the Premises for its business purposes until the date that is thirty-one (31) days after the Delivery Date.

4. **Quiet Enjoyment.** Tenant, upon payment in full of the required Rent then due under this Lease and full performance of the terms, conditions, covenants and agreements contained in this Lease, shall peaceably and quietly have, hold and enjoy the Premises during the Term hereof. Landlord shall not be responsible for the acts or omissions of any other tenant, Tenant or third party that may interfere with Tenant's use and enjoyment of the Premises.

B. **Rent/Payment/Security Deposit.**

5. **Base Rent.** Tenant shall pay to Landlord, at the place set forth in the Basic Lease Provisions, or at such other place as Landlord shall designate in writing to Tenant, annual base rent ("**Base Rent**") in the amounts set forth in the Basic Lease Provisions.

6. **Rent Payment.** The Base Rent for each Lease Year shall be payable in equal monthly installments, due on the first day of each calendar month during the Term, in advance, in legal tender of the United States of America, without abatement, demand, deduction or offset whatsoever, except as may be expressly provided in this Lease (provided, that if the Commencement Date should be a date other than the first day of a calendar month, the monthly Base Rent installment paid on the date of execution of this Lease by Tenant shall be prorated to that partial calendar month, and the excess shall be applied as a credit against the next monthly

Base Rent installment). Tenant shall pay, as additional rent, all other sums due from Tenant under this Lease (the term “**Rent**”, as used herein, means all Base Rent, Additional Rent, and all other amounts payable hereunder from Tenant to Landlord). Rent shall be payable as provided in Item 5 of the Basic Lease Provisions (or to such other addresses or in such other manner as Landlord may, from time to time, hereafter require via written notice to Tenant). Tenant’s obligation so to pay Rent under this Lease shall be absolute, unconditional, and independent and shall not be discharged or otherwise affected by any law or regulation now or hereafter applicable to the Premises, or any other restriction on Tenant’s use, or, except as expressly provided in this Lease, any casualty or taking, or any failure by Landlord to perform or other occurrence.

7. **Operating Expenses/Taxes.**

(a) Except as expressly set forth herein, Tenant agrees to reimburse Landlord throughout the Term, as “**Additional Rent**” hereunder, for Tenant’s Share (as defined below) of: (i) the amount by which annual Operating Expenses (as defined below) for the applicable calendar year exceeds annual Operating Expenses for the Base Year (“**Tenant’s Operating Expense Payment**”); and (ii) the amount by which annual Taxes (as defined below) for the applicable calendar year exceeds annual Taxes for the Base Year (“**Tenant’s Tax Payment**”). The term “**Tenant’s Share**” as used in this Lease shall mean (A) with respect to Operating Expenses, the percentage determined by dividing the number of square feet of rentable area of the Premises by 949,637, being the number of square feet of rentable area of the Building, provided that, if the number of square feet of rentable area of the Premises or the Building changes due to the addition or removal of space therefrom, Landlord shall recalculate Tenant’s Share in good faith and on the same basis as previously calculated and provide Tenant with written notice thereof, and (B) with respect to Taxes, the percentage determined by dividing the number of square feet of rentable areas of the Premises by 841,378, being the number of square feet of rentable area in the office portion of the Building. Notwithstanding the foregoing, Landlord shall have the right, in its sole discretion, to subdivide the Building one or more times into multiple parcels, provided that such subdivision does not adversely affect Tenant’s rights under this Lease by more than a de minimis extent, or affect the physical layout of the Premises, and Tenant still has reasonable access to the Premises. In such event, (A) Tenant’s Share shall mean the percentage determined by dividing the number of square feet of rentable area of the Premises by the number of square feet of rentable area in the parcel in which the Premises is located, and (B) Landlord shall make a reasonable good faith allocation of annual Operating Expenses and annual Taxes between the subdivided parcels, which may be based on the relative use and size of such subdivided parcels and may be allocated and paid pursuant to a reciprocal easement agreement, common area agreement or similar agreement reasonably allocating Operating Expenses and Taxes among the subdivided parcels. Landlord and Tenant hereby agree that Tenant’s Share with respect to the Premises initially demised by this Lease is the percentage amount set forth in the Basic Lease Provisions. Tenant’s Operating Expense Payment and Tenant’s Tax Payment shall be appropriately prorated for any partial year occurring during the Term. In no event shall Tenant’s Operating

Expense Payment and Tenant's Tax Payment for any calendar year be less than Zero Dollars (\$0.00).

(b) **“Operating Expenses”** shall mean all of those expenses of operating, servicing, managing, maintaining, providing security to and repairing the Property, Building, and all related common areas. Operating Expenses shall include, without limitation, the following: (1) insurance premiums and deductible amounts, including, without limitation, for liability, property damage, rent loss and other coverages carried by Landlord on or in connection with the Building and Property (except for any increase in premiums caused by the specific use of another tenant of its premises for a use other than general office or retail use); (2) all costs related to the providing of water, heating, lighting, ventilation, sanitary sewer, air conditioning and other utilities in the Building, but specifically excluding those utility charges actually paid separately by Tenant or any other tenants of the Building; (3) janitorial and maintenance expenses, including: janitorial services and janitorial supplies and other materials used in the operation and maintenance of the Building; and the cost of maintenance and service agreements on equipment, window cleaning, grounds maintenance, pest control, security, trash and snow removal, and other similar services or agreements; (4) management fees (not to exceed four percent (4%) of gross revenues for the Property per calendar year) and the market rental value of a management office (such management office not to exceed 3,100 square feet of rentable area); (5) market rental and expenses to operate, maintain and repair amenities and programming provided by Landlord for the benefit of the tenants of the Building, (6) the costs, including interest, amortized over the applicable useful life, of any capital improvement made to the Building by or on behalf of Landlord which is required under any governmental law or regulation (or any judicial interpretation thereof) that was not applicable to the Building as of the date of this Lease, and of the acquisition and installation of any device or equipment designed to improve the operating efficiency of any system within the Building which is reasonably intended to reduce Operating Expenses or which is acquired to improve the safety (including, without limitation, enhancements to the communications systems) of the Building or Property; (7) all services, supplies, repairs, replacements or other expenses directly and reasonably associated with servicing, maintaining, managing and operating the Building, including, but not limited to the lobby, vehicular and pedestrian traffic areas and other common use areas; (8) wages and salaries of Landlord's employees (not above the level of Building or General Manager or whatever title represents the on-site management representative primarily responsible for management of the Building) engaged in the maintenance, operation, repair and services of the Building, including taxes, insurance and customary fringe benefits (provided that if such employees also perform work on other buildings owned by Landlord, such wages and salaries will be equitably proportioned between the Building and such other buildings); (9) reasonable legal and accounting costs (but not including legal costs incurred in negotiating leases or collecting delinquent rent from any occupants of the Property); (10) costs to maintain and repair the Building and Property (but not costs of capital improvements, except as provided in subsection (6) above); and (11) landscaping and security costs.

Operating Expenses shall specifically exclude, however, the following: (i) costs of alterations of tenant spaces (including all tenant improvements to such spaces); (ii) costs of capital improvements, including capital improvements to the Building structure, foundation, roof and exterior walls, except as provided in subsection (6) of the preceding paragraph; (iii) depreciation, interest and principal payments on mortgages, and other debt costs, if any; (iv) real estate brokers' leasing commissions or compensation and advertising and other marketing expenses; (v) costs or other services or work performed for the singular benefit of another tenant or occupant (other than for common areas of the Building); (vi) legal, space planning, construction, and other expenses incurred in procuring tenants for the Building or renewing or amending leases with existing tenants or occupants of the Building; (vii) any expense for which Landlord actually receives reimbursement from insurance, condemnation awards, other tenants or any other source; (viii) costs incurred in connection with the sale, financing, refinancing, mortgaging, or other change of ownership of the Building; (ix) all expenses in connection with the installation, operation and maintenance of any observatory, broadcasting facilities, luncheon club, athletic or recreation club, cafeteria, dining facility, or other facility if access to and use of the same is not generally available to all office tenants of the Building, including Tenant; (x) Taxes; (xi) rental under any ground or underlying lease or leases; (xii) penalties or fines incurred by Landlord due to Landlord's violation of federal, state or local law or regulation, and any interest or penalties due for late payment by Landlord of any of the Operating Expenses (unless such late payment by Landlord was due to Tenant's late payment to Landlord of Tenant's Share of such item of Operating Expenses); (xiii) fees paid to affiliates of Landlord for goods or services to the extent such fees exceed what would be paid to nonaffiliated parties for such goods or services in an arm's length transaction; (xiv) costs to remove, encapsulate or otherwise dispose of any hazardous or toxic material (as defined in Section 11(b) hereof) from the Building, provided that costs related to hazardous or toxic materials incurred in operating the Building or the Property, such as the cost to dispose of diesel fuel or batteries, shall be included in Operating Expenses; (xv) Landlord's general overhead and administrative costs and expenses not directly related to the operation of the Building; (xvi) reserves of any kind; (xvii) costs to acquire permanent works of art (to be distinguished from decorations, which are includable in Operating Expenses); (xviii) political contributions; (xix) the costs of providing services to other tenants of the Building without a charge that are in excess of those services provided or made available to Tenant without a charge, to the extent of such excess; and (xx) legal fees incurred as the result of a specific claim or action for which another tenant in the Buildings is obligated to pay Landlord's legal fees (directly rather than as Operating Expenses).

(c) "Taxes" shall mean all taxes and assessments of every kind and nature which Landlord shall become obligated to pay with respect to each calendar year of the Term or portion thereof because of or in any way connected with the ownership, leasing, and operation of the Building and the Property, subject to the following: (i) the amount of ad valorem real and personal property taxes against Landlord's real and personal property to be included in Taxes shall be the amount assessed for the applicable calendar year, notwithstanding that such Taxes are payable in a different calendar year (the

amount of any tax refunds received by Landlord during the Term of this Lease shall be deducted from Taxes for the calendar year to which such refunds are attributable); (ii) the amount of special taxes and special assessments to be included shall be limited to the amount of the installments (plus any interest, other than penalty interest, payable thereon) of such special tax or special assessment payable for the calendar year in respect of which Taxes are being determined; (iii) the amount of any tax or excise levied by the State or the City where the Building is located; any political subdivision of either, or any other taxing body, on rents or other income from the Property (or the value of the leases thereon) to be included shall not be greater than the amount which would have been payable on account of such tax or excise by Landlord during the calendar year in respect of which Taxes are being determined had the income received by Landlord from the Building [excluding amounts payable under this subparagraph (iii)] been the sole taxable income of Landlord for such calendar year; (iv) there shall be excluded from Taxes all income taxes [except those which may be included pursuant to the preceding subparagraph (iii) above], excess profits taxes, franchise, capital stock, and inheritance or estate taxes; and (v) Taxes shall also include Landlord's reasonable costs and expenses (including reasonable attorneys' fees) in contesting or attempting to reduce any Taxes assessed for a different calendar year. Taxes shall exclude fines, penalties and interest incurred as a result of any late payment or underpayment of Taxes (unless such late payment by Landlord was due to Tenant's late payment to Landlord of Tenant's Share of such Taxes).

(d) Landlord shall, on or before the Commencement Date and as soon as reasonably possible after the commencement of each calendar year thereafter, provide Tenant with a statement of the estimated monthly installments of Tenant's Operating Expense Payment and Tenant's Tax Payment which will be due for the remainder of the calendar year in which the Commencement Date occurs or for the next ensuing calendar year, as the case may be. Landlord agrees to keep books and records showing the Operating Expenses in accordance with generally accepted accounting principles (as modified for office buildings in a manner comparable to other similar buildings in the commercial area where the Building is located) and practices consistently maintained on a year-to-year basis in compliance with such provisions of this Lease as may affect such accounts, and Landlord shall deliver to Tenant after the close of each calendar year (including the calendar year in which this Lease terminates), a statement ("**Landlord's Statement**") containing the amount of the Operating Expenses and Taxes for such calendar year.

(e) Each Landlord's Statement shall be subject to Tenant's right to audit such Landlord's Statement using a certified public accounting firm to be compensated solely on a non-contingent fee basis. If Tenant desires to audit any Landlord's Statement a notice to Landlord to such effect must be given no later than sixty (60) days after the date such Landlord's Statement is delivered to Tenant, or such Landlord's Statement shall be deemed conclusive and binding on Tenant and shall not be subject to audit by Tenant thereafter. Such audit must be completed within one hundred twenty (120) days after the date the applicable Landlord's Statement is delivered to Tenant. Tenant shall pay for any

such audit; provided, however, that if it is ultimately determined that the amount paid by Tenant as Tenant's Share of Operating Expenses and Taxes has been overstated in the applicable Landlord's Statement by more than five percent (5%), then Landlord shall pay the reasonable, actual out of pocket costs incurred by Tenant in connection with such audit up to a maximum amount of \$7,5000.00. Upon at least ten (10) business days' notice, Landlord shall make available for examination or copying by the person or persons conducting such audit all books and records relevant to the Operating Expenses and Taxes for the Landlord Statement in question either at the Building or elsewhere in the Chicago, Illinois metropolitan area, as designated by Landlord, provided the executed confidentiality agreement described below has been received by Landlord. Any person or persons conducting an audit on behalf of Tenant (each an "Auditor") shall execute and deliver to Landlord a confidentiality agreement, which shall be commercially reasonable as to form and substance, provided by Landlord which shall preclude such Auditor from performing audit services for other tenants in the Building and which shall require Auditor to hold any information derived from its review of the books and records of the Building and the results of such audit (including the existence of the audit itself) in confidence, provided that such Auditor may disclose such audit or any information obtained in connection therewith to Tenant or Landlord, and such other parties as may be reasonably necessary to resolve any potential dispute with respect to Operating Expenses or Taxes. If as a result of Tenant's exercise of its audit rights under this paragraph (e), it is ultimately determined that the amount paid by Tenant as Tenant's Share of Operating Expenses and Taxes is (a) less than the actual amount of Tenant's Share of Operating Expenses and Taxes, Tenant shall pay any such deficiency to Landlord within thirty (30) days; or (b) greater than the actual amount of Tenant's Share of Operating Expenses and Taxes, Landlord shall, at Landlord's election, reimburse Tenant within thirty (30) days or shall apply any such excess amount to any amount then owing to Landlord hereunder, and if none, to the next due installment or installments of Rent due hereunder.

(f) Tenant shall pay to Landlord, together with its monthly payment of Base Rent as provided in Section 5 above, as Additional Rent hereunder, the estimated monthly installment of Tenant's Operating Expense Payment and Tenant's Tax Payment for the calendar year in question. At the end of any calendar year, if Tenant has paid to Landlord an amount in excess of Tenant's Share of Operating Expenses and Taxes for such calendar year, Landlord shall promptly remit to Tenant any such excess amount (or shall apply any such excess amount to any amount then owing to Landlord hereunder, and if none, to the next due installment or installments of Rent due hereunder, at the option of Landlord). At the end of any calendar year if Tenant has paid to Landlord less than Tenant's Share of Operating Expenses and Taxes for such calendar year, Tenant shall pay to Landlord any such deficiency within thirty (30) days after Tenant receives the applicable Landlord's Statement. Landlord's Statement for the final year shall be subject to Tenant's audit rights as described herein.

(g) For the calendar year in which this Lease terminates and is not extended or renewed, the provisions of this Section shall apply, but Tenant's Operating Expense Payment and Tenant's Tax Payment for such calendar year shall be subject to a pro rata

adjustment based upon the number of days prior to the expiration of the Term of this Lease. Tenant shall make monthly estimated payments of the pro rata portion of Tenant's Operating Expense Payment and Tenant's Tax Payment for such calendar year (in the manner provided above) and when the actual prorated Tenant's Operating Expense Payment and Tenant's Tax Payment for such calendar year is determined, Landlord shall send Landlord's Statement to Tenant for such year and if such Landlord's Statement reveals that Tenant's estimated payments for the prorated Tenant's Operating Expense Payment and Tenant's Tax Payment for such calendar year exceeded the actual prorated Tenant's Operating Expense Payment and Tenant's Tax Payment for such calendar year, Landlord shall include a refund for that amount along with Landlord's Statement (subject to offset in the event Tenant is in Default hereunder). If Landlord's Statement reveals that Tenant's estimated payments for the prorated Tenant's Operating Expense Payment and Tenant's Tax Payment for such calendar year were less than the actual prorated Tenant's Operating Expense Payment and Tenant's Tax Payment for such calendar year, Tenant shall pay the deficiency to Landlord within thirty (30) days after the date of receipt of Landlord's Statement.

(h) If the Building is not fully occupied throughout any calendar year of the Term of the Base Year, or if during all or a portion of any calendar year during the Term or the Base Year Landlord is not furnishing to any tenant or tenants any particular service, the cost of which, if furnished by Landlord, would be included in Operating Expenses, then the actual Operating Expenses for the calendar year in question (including the Base Year) which vary with occupancy levels in the Building (e.g., janitorial costs and management fees) or which vary based on the number of tenants using the service, shall be increased to the amount of Operating Expenses which Landlord reasonably determines would have been incurred during that calendar year if the Building had been fully occupied throughout such calendar year or if Landlord would have provided the particular service to all tenants of the Building. After reconciliation has occurred pursuant to Section 7(g) hereof, Landlord shall not have collected in excess of one hundred percent (100%) of Operating Expenses in any calendar year. For the avoidance of doubt, the Operating Expenses for the Base Year shall be calculated in accordance with this Section 7(h).

(i) Notwithstanding anything to the contrary contained herein, for purposes of computing Tenant's Share of Operating Expenses for any calendar year during the Term, commencing with the calendar year following the Base Year, Controllable Operating Expenses (hereinafter defined) shall not increase by more than five percent (5%) each calendar year (on a cumulative, compounded basis) over the course of the Term. "**Controllable Operating Expenses**" shall mean all Operating Expenses exclusive of (i) the cost of insurance, taxes, utilities, and snow removal, (ii) the annual amortized capital costs incurred by Landlord to comply with laws that were not applicable to the Building as of the Commencement Date or incurred by Landlord primarily for the purpose of reducing operating expenses or otherwise improving the operating efficiency of the Property or Building, (iii) costs incurred as a result of increases in union wages, and (iv)

non-capital costs incurred in complying with governmental laws and regulations first applicable or enacted after the Commencement Date.

8. **Late Charge.** Other remedies for non-payment of Rent notwithstanding, if any monthly installment of Base Rent or Additional Rent is not received by Landlord on or before the date due, or if any payment due Landlord by Tenant which does not have a scheduled due date is not received by Landlord on or before the thirtieth (30th) day following the date Tenant was invoiced, a (a) late charge of five percent (5%) of such past due amount shall be immediately due and payable as Rent, provided that Tenant shall be entitled to a grace period of three (3) days after notice from Landlord with respect to the first two (2) late payments in any twelve (12) consecutive month period, and (b) interest shall accrue on all delinquent amounts from the date past due until paid at the lower of a rate of one (1%) percent per month or fraction thereof from the date such payment is due until paid, or the highest rate permitted by applicable law, provided that Tenant shall be entitled to a grace period of three (3) days after notice from Landlord with respect to the first two (2) late payments in any twelve (12) consecutive month period.

9. **Partial Payment.** No payment by Tenant or acceptance by Landlord of an amount less than the Rent herein stipulated shall be deemed a waiver of any other Rent due. No partial payment or endorsement on any check or any letter accompanying such payment of Rent shall be deemed an accord and satisfaction, but Landlord may accept such payment without prejudice to Landlord's right to collect the balance of any Rent due under the terms of this Lease or any late charge assessed against Tenant hereunder.

10. **Security Deposit.** Intentionally omitted.

C. **Use/Laws/Rules.**

11. **Use of Premises.**

(a) Tenant shall use and occupy the Premises for general office purposes of a type customary for office buildings comparable to the Building and for no other purpose. Tenant shall conduct its business within the Premises in compliance with all applicable federal, state, and municipal laws, ordinances and regulations and shall not knowingly, directly or indirectly, make any use of the Premises which is prohibited by any such laws, ordinances or regulations. Tenant shall, at Tenant's sole cost and expense, comply with the requirements set forth in **Exhibit E** attached to this Lease. The Premises shall not be used for any illegal purpose, nor in violation of any valid regulation of any governmental body, nor in any manner to create any nuisance or trespass, nor in any manner which will void the insurance or increase the rate of insurance on the Premises or the Building, nor in any manner inconsistent with the quality of the Building. Tenant shall have access to the Premises, twenty-four (24) hours per day, seven (7) days per week, except in the event of an emergency and subject to Tenant's compliance at all times with Building rules and regulations applicable thereto (as described in Section 14 hereof) and in effect from time to time including, but not limited to, Landlord's access control requirements. Tenant shall have the right to use in common with Landlord and other tenants those areas

on the Property, including the Building's entrances, lobbies, corridors, and lavatories, and other similar areas, which enable Tenant to obtain full use and enjoyment of the Premises for all customary purposes.

(b) Tenant shall not cause or permit the receipt, storage, use, location or handling on the Property (including the Building and Premises) of any product, material or merchandise which is explosive, highly inflammable, or a hazardous or toxic material, as that term is hereafter defined. "**Hazardous or toxic material**" shall include all materials or substances which have been determined to be hazardous to health or the environment and are regulated or subject to all applicable laws, rules and regulations from time to time, including, without limitation hazardous waste (as defined in the Resource Conservation and Recovery Act); hazardous substances (as defined in the Comprehensive Emergency Response, Compensation and Liability Act, as amended by the Superfund Amendments and Reauthorization Act); gasoline or any other petroleum product or by-product or other hydrocarbon derivative; toxic substances (as defined by the Toxic Substances Control Act); insecticides, fungicides or rodenticide (as defined in the Federal Insecticide, Fungicide, and Rodenticide Act); and asbestos and radon and substances determined to be hazardous under the Occupational Safety and Health Act or regulations promulgated thereunder. Notwithstanding the foregoing, Tenant shall not be in breach of this provision as a result of the presence in the Premises of customary office and cleaning supplies, provided Tenant uses, stores and disposes of the same in compliance with all applicable laws, ordinances and regulations.

(c) Without limiting in any way Tenant's obligations under any other provision of this Lease, Tenant and its successors and assigns shall indemnify, protect, defend (with counsel approved by Landlord) and hold Landlord, its members, partners, officers, directors, shareholders, employees, agents, lenders, contractors and each of their respective successors and assigns (the "**Indemnified Parties**") harmless from any and all claims, damages, liabilities, losses, costs and expenses of any nature whatsoever, known or unknown, contingent or otherwise (including, without limitation, reasonable attorneys' fees, litigation, arbitration and administrative proceedings costs, expert and consultant fees and laboratory costs, as well as damages arising out of the diminution in the value of the Building and the Property or any portion thereof, damages for the loss of the Building and the Property, damages arising from any adverse impact on the marketing of space in the Building, and sums paid in settlement of claims), which arise during or after the Term in whole or in part as a result of the presence or suspected presence of any hazardous or toxic materials, in, on, under, from or about the Building due to the acts or omissions of Tenant, or Tenant's agents, employees, contractors, assignees, sublessees or invitees, on or about the Building, unless such claims, damages, liabilities, losses, costs and expenses arise out of or are caused by the negligence or willful misconduct of any of the Indemnified Parties. The indemnities contained herein shall survive the expiration or earlier termination of this Lease.

(d) There are some asbestos-containing materials ("**ACM**") in some areas of the Building. Landlord has adopted and implemented an abatement and operations and

maintenance program (“**O & M Program**”), a copy of which is available for review by Tenant upon written request to Landlord, which sets forth certain procedures to be followed in connection with any Alterations to be made in the Building, in order to prevent disturbance to any ACM that may be encountered. Tenant acknowledges, and hereby expressly agrees to cause its agents, employees and contractors to comply at all times with, the O & M Program (as amended from time to time); provided, however, that Landlord shall reimburse Tenant for the actual, out-of-pocket costs of remediating, encapsulating or removing any ACM so long as Tenant complies with Landlord’s O & M Program regarding the same. Notwithstanding the foregoing, Landlord shall have the option of performing, at its sole cost and expense (but at Tenant’s sole cost and expense if caused by Tenant’s failure to comply with the O & M Program), any necessary ACM remediation, encapsulation or removal in the Premises.

(e) Except as otherwise specifically set forth herein, this Lease does not give Tenant any right to use, and Landlord hereby excludes and reserves for its sole and exclusive use, the following areas in and about the Premises: janitor closets, stairways and stairwells (except in the event of an emergency), fan, mechanical, electrical, telephone and similar rooms (other than those installed for Tenant’s exclusive use); elevator, pipe and other vertical shafts, flues and ducts; all areas above the acoustical ceiling and below the finished floor covering installed in the Premises; all other structural or mechanical elements serving other areas of the Building; and all subterranean, mineral, air, light and view rights.

12. **Compliance with Laws.** Tenant shall operate the Premises in compliance with all applicable federal, state, and municipal laws, ordinances and regulations and shall not knowingly, directly or indirectly, make any use of the Premises which is prohibited by any such laws, ordinances or regulations. Landlord shall be responsible for compliance with The Americans With Disabilities Act (the “**ADA**”) in the common areas of the Building and Tenant shall be responsible for compliance with ADA in the Premises; provided, however, Tenant shall be responsible for compliance with ADA in the applicable common areas of the Building in the event (a) the conduct of Tenant’s business is unique to that of other tenants in the Building and necessitates special requirements, or (b) Tenant’s improvements in the Premises thereby necessitate compliance with ADA in the common areas of the Building. Landlord shall also maintain the common areas of the Building in compliance with all applicable laws to the extent non-compliance would jeopardize the health or safety of Tenant’s employees or invitees or the safety of Tenant’s property at the Premises, or would materially adversely affect Tenant’s rights under this Lease, including, without limitation, Tenant’s ability to perform Tenant’s Work or operate the Premises for its business purposes.

13. **Waste Disposal.**

(a) All normal trash and waste (i.e., waste that does not require special handling pursuant to subparagraph (b) below) shall be disposed of through the Building’s janitorial service as set forth in Section 15(a)(iv) hereof.

(b) Tenant shall be responsible for the removal and disposal of any waste deemed by any governmental authority having jurisdiction over the matter to be hazardous or infectious waste or waste requiring special handling, such removal and disposal to be in accordance with any and all applicable governmental rules, regulations, codes, orders or requirements. Tenant agrees to separate and mark appropriately all waste to be removed and disposed of through the janitorial service pursuant to (a) above and hazardous, infectious or special waste to be removed and disposed of by Tenant pursuant to this subparagraph (b). Tenant hereby indemnifies and holds harmless Landlord from and against any loss, claims, demands, damage or injury the Indemnified Parties may suffer or sustain as a result of Tenant's failure to comply with the provisions of this subparagraph (b), except to the extent such loss, claims, demands, damage or injury is caused by the negligence or willful misconduct of Landlord, its agents or employees.

14. **Rules and Regulations.** The Building's rules and regulations, a copy of which is attached hereto as **Exhibit C**, and all reasonable rules and regulations and modifications thereto which Landlord may hereafter from time to time adopt and promulgate after written notice thereof to Tenant, for the governance and management of the Building, are hereby made a part of this Lease and shall during the Term be observed and performed by Tenant, its agents, employees and invitees. To the extent any of such rules and regulations conflict with the provisions of this Lease, the provisions of this Lease shall control. Landlord shall not enforce such rules and regulations in a discriminatory manner against Tenant.

D. **Services/Tenant Buildout.**

15. **Services.**

(a) The normal business hours of the Building shall be from 8:00 A.M. to 6:00 P.M. on Monday through Friday, and, if requested in writing, from 8:00 A.M. to 1:00 P.M. on Saturday, and at such other hours and times as determined by Landlord, exclusive of Building holidays as reasonably designated by Landlord ("**Building Holidays**"). Initially and until further notice by Landlord to Tenant, the Building Holidays shall be all federal holidays. Landlord shall furnish the following services during the normal business hours of the Building except as noted:

(i) Elevator service for passenger needs at all times, and for delivery needs from 7:00 A.M. to 3:00 P.M. on Monday through Friday only (excluding Building Holidays);

(ii) Air conditioning reasonably adequate to cool the Premises and heat reasonably adequate to warm the Premises, subject to governmental regulations (so long as the occupancy level of the Premises and the heat generated by electrical lighting and equipment do not exceed the thresholds reasonably established by Landlord):

(iii) Tempered water for the sinks in the Building's restrooms and cold water in the other plumbing fixtures in the restrooms, the drinking fountains in the Building and tenant pantry facilities;

(iv) Janitorial service Monday through Friday, in keeping with the standards generally maintained in similar office buildings in the downtown Chicago, Illinois area;

(v) Maintenance of Building's common areas, including landscaping, if any, snow and ice removal, and window cleaning, all in a manner comparable to that of other similar office buildings in the downtown Chicago, Illinois area; and

(vi) Repairs and maintenance as described in Section 19 of this Lease.

(b) (b) Tenant acknowledges that electricity to the Premises shall be supplied by an electric utility company and not by Landlord. Such electric utility company shall be permitted to furnish to the electrical supply panel servicing the Premises adequate electrical service for Tenant's normal office purposes according to Tenant's plans and specifications as approved by Landlord, including, but not limited to, HVAC, fluorescent and incandescent lighting (including task ambient lighting systems) and normal office equipment (including, but not limited to, duplicating machines, computer terminals, communications and audio-visual equipment, and kitchen equipment), some of which will require designated circuits, not to exceed loads permitted by Landlord. Such electrical service shall be separately metered, with the cost of installation of all necessary electrical meters borne by Landlord. Electrical service used in the Premises shall be paid for by a separate charge payable, as Additional Rent, from Tenant to Landlord. Tenant agrees to pay each bill promptly in accordance with its terms. Tenant shall also bear the cost and burden of replacement of all lamps, tubes, ballasts and starters for lighting fixtures in the Premises, which replacement Landlord shall perform.

(c) Landlord shall not be obligated to furnish any services or utilities, other than those specified herein. If Landlord elects to furnish services or utilities requested by Tenant in writing at least twenty-four (24) hours in advance, in addition to those specified in this Section (including air conditioning and heating at times other than those specified in this Section), Tenant shall pay to Landlord as Additional Rent, Landlord's then-prevailing rates for such services (including a reasonable charge for Landlord's overhead) within ten (10) days after receipt of Landlord's invoices therefor. If Tenant shall fail to make any such payment, Landlord may, without notice to Tenant and in addition to Landlord's other remedies under this Lease, discontinue any or all of the additional services. No discontinuance of any service pursuant to this Section 151 shall result in any liability of Landlord to Tenant or be deemed to be an eviction or a disturbance of Tenant's use of the Premises.

(d) Landlord shall not be liable for any damages directly or indirectly resulting from the interruption in any of the services described above, nor shall any such interruption entitle Tenant to any abatement of Rent or any right to terminate this Lease. Landlord shall use all reasonable efforts to furnish uninterrupted services as required above. Notwithstanding the foregoing, in the event that any interruption or discontinuance of services provided pursuant to this Section 15 was not caused by Tenant or by Tenant's agents, employees or contractors and was within the reasonable control of Landlord to prevent and such interruption or discontinuance continues beyond three (3) business days after written notice to Landlord and materially and adversely affects Tenant's ability to conduct business in the Premises, or any portion thereof, and on account of such interruption or disturbance Tenant ceases doing business in the Premises, then, commencing on the fourth (4th) consecutive business day, Base Rent and Additional Rent shall abate proportionately for so long as Tenant remains unable to conduct its business in the Premises or such portion thereof on account of such interruption or discontinuance of services. To the extent within Landlord's reasonable control, Landlord agrees to use reasonable efforts to restore such interrupted or discontinued service as soon as reasonably practicable.

16. **Telephone and Data Equipment.** Landlord shall have no responsibility for providing to Tenant any telephone equipment, including wiring, within the Premises or for providing telephone service or connections from the utility to the Premises, except as required by law. Tenant shall not alter, modify, add to or disturb any telephone or data wiring in the Premises or elsewhere in the Building without the Landlord's prior written consent. Tenant shall be liable to Landlord for any damage to the telephone or data wiring in the Building due to the act, negligent or otherwise, of Tenant or any employee, contractor or other agent of Tenant. Tenant shall have no access to the telephone closets within the Building, except in the manner and under procedures established by Landlord in its reasonable discretion. Tenant shall notify Landlord of any actual or suspected failure of telephone or data service to the Premises promptly after learning of such failure. All costs incurred by Landlord for the installation, maintenance, repair and replacement of telephone wiring within the Building shall be an Operating Expense except to the extent Landlord is reimbursed for such costs by other tenants of the Building. Subject to the terms of this Section 16, Landlord shall reasonably cooperate with Tenant and Tenant's providers or vendors in their efforts to install telephone and data equipment and wiring.

17. **Signs.**

(a) Tenant, at its sole cost and expense, may install an identification sign (including Tenant's name and logo) in the elevator lobby of the fourteenth (14th) floor of the Building (and in the elevator lobby of any other full floor of the Building which is leased by Tenant hereafter) in compliance with the provisions of Section 21 hereof, the exact location, size, configuration and construction of which shall be subject to Landlord's written approval, which approval shall not be unreasonably withheld, conditioned or delayed, it being agreed that it shall not be unreasonable for Landlord to withhold its consent if, among other things, Landlord determines that Tenant's proposed sign is not acceptable given the character of the Building. Tenant's sign shall be

professionally fabricated and the content thereof shall be limited to Tenant's name and business logo.

(b) Subject to receipt of any required governmental approvals, Landlord shall install, at Tenant's expense, a plaque sign on the exterior Building (the "**Plaque Sign**") bearing Tenant's name using Building standard lettering, sizes, colors and materials as shown on **Exhibit H** attached hereto. Notwithstanding anything to the contrary contained herein, Landlord reserves the right, at Landlord's cost and expense, to modify, replace or relocate the Plaque Sign in Landlord's reasonable discretion from time to time, provided that the Plaque Sign and Tenant's position on the Plaque Sign shall be in a visible location. Tenant's rights under this Section 17(b) shall be personal to CSG Systems, Inc. and any transferee pursuant to a Permitted Transfer and are not assignable. Tenant's rights with respect to the Plaque Sign shall automatically expire if, at any time from and after the Commencement Date, Tenant shall not be leasing and occupying at least 30,000 rentable square feet of area in the Building.

(c) Otherwise, Tenant shall not paint or place any signs, placards, or other advertisements of any character upon the windows or inside walls of the Premises (except with the prior consent of Landlord, which consent may be withheld by Landlord in its absolute discretion), and Tenant shall place no signs upon the outside walls, common areas or the roof of the Building.

(d) If Landlord installs a Building directory which lists all of the tenants of the Building in the Building lobby, Landlord, at its sole cost and expense, shall install and maintain (for so long Landlord maintains a Building directory) a listing for Tenant in such directory.

18. **Force Majeure.** In the event of a strike, lockout, labor trouble, civil commotion, an act of God, terrorist act or any other event beyond Landlord's or Tenant's control (a "**force majeure event**") which results in Landlord or Tenant being unable to timely perform any of its respective obligations hereunder, so long as Landlord or Tenant diligently proceeds to perform such obligations after the end of such force majeure event, Landlord or Tenant, as the case may be, shall not be in breach hereunder and this Lease shall not terminate; provided, however, that in no event shall a force majeure event excuse Tenant's obligation to make timely payment of any Base Rent, Additional Rent, or any other charges and sums due and payable hereunder, or the timely payment of premiums to maintain Tenant's insurance, except as otherwise expressly set forth herein.

E. **Repairs/Alterations/Casualty/Condemnation.**

19. **Repairs By Landlord.** Except as expressly set forth herein, (a) Tenant, by taking possession of the Premises, shall accept and shall be held to have accepted the Premises as suitable for the use intended by this Lease, and (b) in no event shall Tenant be entitled to compensation or any other damages or any other remedy against Landlord in the event the Premises are not deemed suitable for Tenant's use. Landlord shall not be required, after possession of the Premises has been delivered to Tenant, to make any repairs or improvements to

the Premises, except as set forth in this Lease. Except for damage caused by casualty and condemnation (which shall be governed by Section 23 and 24 below), and subject to normal wear and tear, Landlord shall maintain in good repair the exterior walls, roof and roofing system, common areas, foundation, structural portions and, to the extent not exclusively serving the Premises, the Building's mechanical, electrical, plumbing, life safety and HVAC systems.

20. **Repairs By Tenant.** Except as described in Section 19 above, Tenant shall, at its own cost and expense, maintain the Premises and the Building's mechanical, electrical, plumbing, life safety and HVAC systems to the extent the same exclusively serve the Premises, in good repair and in a neat and clean, first-class condition, including making all necessary repairs and replacements. Tenant shall further, at its own cost and expense, repair or restore any damage or injury to all or any part of the Building caused by Tenant or Tenant's agents, employees, invitees, licensees, visitors or contractors, including but not limited to any repairs or replacements necessitated by (i) the construction or installation of improvements to the Premises by or on behalf of Tenant, and (ii) the moving of any property into or out of the Premises. If Tenant fails to make such repairs or replacements promptly, Landlord may, at its option, upon prior reasonable notice to Tenant (except in an emergency) make the required repairs and replacements and the reasonable costs of such repair or replacements, plus a supervision fee of ten percent (10%) thereof, shall be charged to Tenant and shall become due and payable by Tenant with the monthly installment of Base Rent next due hereunder. All repairs performed by Tenant hereunder shall be performed in accordance with the terms of Section 21 below.

21. **Alterations and Improvements.** Except for minor, decorative alterations which do not affect the Building structure or systems, are not visible from outside the Premises and do not cost in excess of \$25,000.00 in the aggregate for any single project, Tenant shall not make or allow to be made any alterations, additions or improvements to the Premises (collectively, "**Alterations**"), without first obtaining the written consent of Landlord. Landlord agrees not to withhold, condition or delay its consent unreasonably to any Alterations which (i) do not affect base building systems or the structure of the Building, (ii) are not visible from the outside the Premises, and (iii) which would not materially detract from the aesthetic integrity of the Building or its design. Landlord shall not be deemed to have acted unreasonably if it withholds its consent because, in Landlord's reasonable opinion, such Alterations: could affect the safety of the Building or its occupants; would increase Landlord's cost of repairs, insurance or furnishing services or otherwise adversely affect Landlord's ability to efficiently operate the Building or furnish services to Tenant or other tenants; involve toxic or hazardous materials; could be costly or hazardous to remove or demolish; require entry into another tenant's premises or use of public areas; or are prohibited by any mortgage on the Building. Landlord will detail in writing to Tenant the grounds upon which Landlord rejects any proposed Alterations. Upon Landlord's request, Tenant will deliver to Landlord plans and specifications for any proposed Alterations and shall reimburse Landlord for Landlord's reasonable out-of-pocket cost to review such plans. Tenant shall also pay Landlord's property manager a supervisory fee equal to five (5%) percent of the cost of such Alterations for Landlord's supervision of any Alterations that require Landlord's consent. Any Alterations shall at once become the property of Landlord; provided, however, that Landlord, at its option but, subject to the conditions of Section 38 of the Lease, may require Tenant to remove any Special Alterations (hereinafter defined) in order to restore

the Premises to the condition existing on the date of this Lease. All Alterations shall be made in compliance with all applicable law, in a good, first-class, workmanlike manner and in a manner that does not disturb other tenants (e.g., any work audible outside of the Premises must be performed during non-business hours) and Tenant must pay for, maintain and evidence to Landlord's reasonable satisfaction liability and builder's risk insurance throughout the construction in form and amounts and issued by companies approved by Landlord in the exercise of its reasonable discretion. Tenant shall promptly pay all costs attributable to such Alterations and shall indemnify, defend and hold Landlord harmless from and against all loss, cost, damage or expense (including, without limitation, reasonable attorneys' fees) arising out of or in connection with such Alterations. Under no circumstances shall Landlord be required to pay, during the Term of this Lease and any extensions or renewals thereof, any ad valorem or property tax on such Alterations, Tenant hereby covenanting to pay all such taxes when they become due. All Alterations shall be performed by contractors or workmen on Landlord's "approved" list from time to time or who are otherwise approved by Landlord, such approval not to be unreasonably withheld, conditioned or delayed (provided that it shall not be unreasonable for Landlord to withhold its approval of non-union contractors). Landlord agrees to assign to Tenant any rights Landlord may have against the contractor of the Premises with respect to any work performed by such contractor in connection with improvements made by Landlord at the request of Tenant.

22. **Liens.** Tenant shall not permit any mechanic's liens or other liens to be placed on the Property by any party claiming by, through or under Tenant. Tenant, at its expense, shall discharge or insure over, as provided below, any such lien within fifteen (15) days after Tenant's receipt of notice thereof by payment, or by the issuance of a title indemnity in form, amount and issued by a title insurance company satisfactory to Landlord in its reasonable discretion, indemnifying Landlord against all costs and liabilities resulting from such lien. If Tenant delivers such title indemnity to Landlord with respect to any such lien, Tenant shall thereafter have the right to diligently contest such lien; provided that Tenant shall, in any event, have any such lien released of record prior to final enforcement thereof. If Tenant fails to have any such lien discharged of record or insured over, as provided above, within such fifteen (15) day period, Landlord shall have the right, but not the obligation, to pay the amount of such lien and cause the same to be discharged of record, whereupon Tenant shall reimburse Landlord, within ten (10) days after receipt of Landlord's written demand, for all costs incurred by Landlord in connection therewith, including, without limitation, reasonable and actual attorneys' fees.

23. **Destruction or Damage.**

(a) If the Premises or the Building shall be damaged by fire or other casualty and if such damage does not render all or a substantial portion of the Premises or the Building untenable, then Landlord shall proceed with reasonable promptness to repair and restore the Premises or the core and shell of the Building so as to render the Premises tenable (other than work required to be performed by Tenant, as hereinafter provided, which may be necessary to so render the Premises tenable), subject to reasonable delays for insurance adjustments and delays caused by matters beyond Landlord's reasonable control, and also subject to zoning laws and building codes then in effect. If

any such damage renders all or a substantial portion of the Premises or the Building untenable, Landlord shall, with reasonable promptness after the occurrence of such damage, estimate the length of time that will be required to substantially complete the repair and restoration of the Premises or the core and shell of the Building, as the case may be, necessitated by such damage and shall by notice within ninety (90) days after the date such damage occurred advise Tenant of such estimate. If it is so estimated that the amount of time required to substantially complete such repair and restoration will exceed fifteen (15) months from the date such damage occurred, then either Landlord or Tenant (but Tenant shall have such right, only if all or a substantial portion of the Premises is rendered untenable and the estimated time for Landlord required to substantially complete such repair or restoration will exceed such fifteen (15) month period) shall have the right to terminate this Lease as of the date of notice of such election by giving notice to the other at any time within twenty (20) days after Landlord gives Tenant the notice containing said estimate (it being understood that Landlord may, if it elects to do so, also give such notice of termination together with the notice containing said estimate). Unless this Lease is terminated as provided in the preceding sentence, Landlord shall proceed with reasonable promptness to repair and restore the core and shell of the Building or the Premises so as to render the Premises tenantable (excluding, however, any work required to be performed by Tenant, as hereinafter provided, which may be required to so render the Premises tenantable), subject to reasonable delays for insurance adjustments and delays caused by matters beyond Landlord's reasonable control, and also subject to zoning laws and building codes then in effect. Landlord shall have no liability to Tenant, and Tenant shall not be entitled to terminate this Lease (except as hereinafter provided) if such repairs and restoration are not in fact completed within the time period estimated by Landlord, as aforesaid. However, if such repairs and restoration are not completed within eighteen (18) months after the date of such fire or other casualty (or within ninety (90) days after the expiration of the time period estimated by Landlord as aforesaid, if longer than eighteen (18) months and neither party terminated this Lease as permitted), which eighteen (18) month or other period shall be extended (as to Tenant's ability to terminate only) by all periods of delay attributable to the acts or omissions of Tenant or Tenant's agents, employees or contractors, for any reason whatsoever, then either party may terminate this Lease, effective as of the date of notice of such election, by giving written notice to the other party within thirty (30) days after said eighteen (18) month or other period, as either time period may be so extended as aforesaid, but prior to substantial completion of repair or restoration. Notwithstanding anything to the contrary herein set forth: (i) Landlord shall have no duty pursuant to this Section 23 to repair or restore any portion of improvements, additions or alterations made by or on behalf of Tenant in the Premises; (ii) Landlord shall not be obligated (but may, at its option, so elect) to repair or restore the Premises (but not any portion of improvements, additions or alterations made by or on behalf of Tenant in the Premises, which are Tenant's responsibility to restore as set forth in paragraph (c) of this Section) or Building if the damage is due to an uninsurable casualty or if insurance proceeds are insufficient to pay for such repair or restoration, or if any mortgagee applies proceeds of insurance to reduce its loan balance, and the remaining proceeds, if any, available to Landlord are not sufficient to pay for such repair or restoration (provided that if Landlord pursuant to this clause (ii) elects not

to repair or restore the Premises or the Building to the extent such repair or restoration would have been Landlord's obligation under this Section 23, Tenant shall have the right to terminate this Lease as set forth in this Section 23); (iii) Tenant shall not have the right to terminate this Lease pursuant to this Section 23 if the damage or destruction was caused by the intentional or negligent act of Tenant, its agents or employees; and (iv) if any such damage rendering all or a substantial portion of the Premises or Building untenable shall occur during the last two (2) years of the Term, either party (but as to Tenant's right, only if all or a substantial portion of the Premises is rendered untenable) shall have the option to terminate this Lease by giving written notice to the other within thirty (30) days after the date such damage occurred, and if such option is so exercised, this Lease shall terminate as of the date of such notice.

(b) In the event any such fire or casualty damage renders all or a portion of the Premises untenable such that Tenant is unable to use all or a portion of the Premises for its business purposes or renders the Premises unreasonably inaccessible and if this Lease shall not be terminated pursuant to the foregoing provisions of this Section 23 by reason of such damage, then Base Rent and Additional Rent shall abate during the period beginning with the date of such damage and ending with the date when Landlord substantially completes its repair or restoration required hereunder. Such abatement shall be in an amount bearing the same ratio to the total amount of Rent for such period as the portion of the Premises rendered untenable, unuseable or inaccessible, and not occupied by or theretofore delivered to Tenant, from time to time bears to the entire Premises. In the event of termination of this Lease pursuant to this Section 23, Rent shall be apportioned on a per diem basis and be paid to the date of termination.

(c) In the event of any such fire or other casualty, and if this Lease is not terminated pursuant to the foregoing provisions of this Lease, Tenant shall promptly repair and restore any portion of alterations, additions or improvements made by or on behalf of Tenant in the Premises.

24. **Eminent Domain.** If the whole of the Building or Premises, or such portion thereof as will make the Building or Premises unusable in the reasonable judgment of Landlord (and Tenant with respect to the Premises) for their intended purposes or will cause the Tenant to be unable to reasonably access and use the Premises for its intended purposes, is condemned or taken by any legally constituted authority for any public use or purpose, or is conveyed by Landlord in lieu of a condemnation, then in any of such events, this Lease shall terminate and the Term hereby granted shall cease from that time when possession thereof is taken by the condemning authorities, and Rent shall be accounted for as between Landlord and Tenant as of such date. If a portion of the Building or Premises is so taken, but not such amount as will make the Premises unusable for the purposes herein leased, or if this Lease has not terminated, this Lease shall continue in full force and effect and the Rent shall be reduced prorata in proportion to the amount of the Premises so taken. Tenant shall have no right or claim to any part of any award made to or received by Landlord for such condemnation or taking, and all awards for such condemnation or taking shall be made solely to Landlord, provided however that Tenant shall

have the right to pursue any separate award for loss of its equipment and trade fixtures and for moving expenses so long as such action does not reduce the award to which Landlord is entitled.

25. **Damage or Theft of Personal Property.** All personal property brought into the Premises shall be at the risk of the Tenant only and Landlord shall not be liable for theft thereof or any damage thereto occasioned by any acts of co-tenants, or other occupants of the Building, or any other person.

F. **Insurance/Indemnities/Waiver/Estoppel.**

26. **Insurance; Waivers.**

(a) Tenant covenants and agrees that from and after the date of delivery of the Premises from Landlord to Tenant, Tenant will carry and maintain, at its sole cost and expense, the following types of insurance, in the amounts specified and in the form hereinafter provided for:

(i) Commercial General Liability (“CGL”) insurance written on an occurrence basis, covering the Premises and all operations of the Tenant in or about the Premises against claims for bodily injury, property damage and product liability and to include contractual liability coverage insuring Tenant’s indemnification obligations under this Lease, to be in combined single limits of not less than \$1,000,000 each occurrence for bodily injury and property damage, \$2,000,000 for products/completed operations aggregate, \$1,000,000 for personal and advertising injury, and to have general aggregate limits of not less than \$2,000,000 and Umbrella Liability Insurance in an amount not less than \$10,000,000 for each policy year. The certificate of insurance evidencing the CGL form of policy shall specify all endorsements required herein and shall specify on the face thereof that the limits of such policy apply separately to the Premises.

(ii) Insurance covering all of the items included in Tenant’s leasehold improvements, heating, ventilating and air conditioning equipment maintained by Tenant, trade fixtures, merchandise and personal property from time to time in, on or upon the Premises, and alterations, additions or changes made by or on behalf of Tenant pursuant to Section 21 of this Lease or pursuant to the Work Letter, in an amount not less than one hundred percent (100%) of their full replacement value from time to time during the Term, providing protection against perils included within the standard form of “all-risks” fire and casualty insurance policy. Any policy proceeds from such insurance shall be held in trust by Tenant’s insurance company for the repair, construction and restoration or replacement of the property damaged or destroyed unless this Lease shall cease and terminate under the provisions of Section 23 of this Lease and at which time Landlord shall be added as a loss payee.

(iii) Workers' Compensation and Employer's Liability insurance affording statutory coverage and containing statutory limits with the Employer's Liability portion thereof to have minimum limits of \$500,000.00.

(iv) Business Interruption Insurance equal to not less than twelve (12) months of the estimated gross earnings (as defined in the standard form of business interruption insurance policy) of Tenant at the Premises which insurance shall be issued on an "all risks" basis (or its equivalent).

(b) All policies of the insurance provided for in Section 26(a) above shall be issued in form acceptable to Landlord by insurance companies with a rating and financial size of not less than A-VIII in the most current available "Best's Insurance Reports", and licensed to do business in the state in which the Building is located. Each and every such policy:

(i) shall name Landlord as an additional insured (as well as Landlord's property manager, any mortgagee of Landlord and any other party reasonably designated by Landlord), except with respect to the insurance described in Section 26(a)(iii) above;

(ii) shall (and a certificate thereof shall be delivered to Landlord at or prior to the execution of this Lease) be delivered to each of Landlord and any such other parties in interest within thirty (30) days after delivery of possession of the Premises to Tenant and thereafter within five (5) days after the inception (or renewal) of each new policy, and as often as any such policy shall expire or terminate. Renewal or additional policies shall be procured and maintained by Tenant in like manner and to like extent;

(iii) the Tenant will give to Landlord and such other parties in interest at least thirty (30) days' notice in writing (and ten (10) days in the case of non-payment) in advance of any material change, cancellation, termination or lapse, or the effective date of any reduction in the amounts of insurance; and

(iv) shall be written as a primary policy which does not contribute to and is not in excess of coverage which Landlord may carry.

(c) Any insurance provided for in Section 26(a) may be maintained by means of a policy or policies of blanket insurance, covering additional items or locations or insureds, provided, however, that:

(i) Landlord and any other parties in interest from time to time designated by Landlord to Tenant shall be named as an additional insured on a primary basis and such additional insured interest shall extend to all coverages required herein, including completed operations coverage thereunder as its interest may appear;

(ii) the coverage afforded Landlord and any such other parties in interest will not be reduced or diminished by reason of the use of such blanket policy of insurance; and

(iii) the requirements set forth in this Section 26 are otherwise satisfied.

(d) Landlord makes no representation or warranty to Tenant that the amount of insurance required to be carried by Tenant under the terms of this Lease is adequate to fully protect Tenant's interests. Tenant is encouraged to evaluate its insurance needs and obtain whatever additional types or amounts of insurance that it may deem desirable or appropriate.

(e) During the Term hereof, Landlord shall in a manner comparable to other comparable office buildings in the commercial market where the Building is located keep in effect (i) commercial property insurance on the Building, its fixtures and equipment, and rent loss insurance for a period and amount of not less than one (1) year of rent (such commercial property insurance policy shall, at a minimum, cover the perils insured under the ISO special causes of loss form which provides "all risk" coverage, and include replacement cost coverage), and (ii) a policy or policies of commercial general liability insurance insuring against liability arising out of the risks of death, bodily injury, property damage and personal injury liability with respect to the Building and Property, and (iii) at any time that Landlord has employees, Workers' Compensation and Employer's Liability insurance affording statutory coverage and containing statutory limits with the Employer's Liability portion thereof to have minimum limits of \$500,000.00.

(f) Notwithstanding anything to the contrary set forth hereinabove, Landlord and Tenant do hereby waive any and all claims against one another for damage to or destruction of real or personal property to the extent such damage or destruction can be covered by "all risks" property insurance of the type described in Section 26(a)(ii) and Section 26(e)(i) above. Each party shall also be responsible for the payment of any deductible amounts required to be paid under the applicable "all risks" fire and casualty insurance carried by the party whose property is damaged. These waivers shall apply if the damage would have been covered by a customary "all risks" insurance policy, even if the party fails to obtain such coverage. The intent of this provision is that each party shall look solely to its insurance with respect to property damage or destruction which can be covered by "all risks" insurance of the type described in Section 26(a)(ii) and Section 26(e)(i). Each such policy shall include a waiver of all rights of subrogation by the insurance carrier against the other party, its agents and employees with respect to property damage covered by the applicable "all risks" fire and casualty insurance policy.

27. **Indemnities.** To the extent not expressly prohibited by law, Landlord and Tenant each (in either case, the "**Indemnitor**") agree to hold harmless and indemnify the other and the other's agents, partners, shareholders, members, officers, directors, beneficiaries and employees (collectively, the "**Indemnitees**") from any losses, damages, judgments, claims, expenses, costs and liabilities imposed upon or incurred by or asserted against the Indemnitees, including

without limitation reasonable attorneys' fees and expenses, for death or injury to, or damage to property of, third parties, other than the Indemnitees, that may arise from the negligence or willful misconduct of Indemnitor or any of Indemnitor's agents, members, partners or employees. Such third parties shall not be deemed third party beneficiaries of this Lease. If any action, suit or proceeding is brought against any of the Indemnitees by reason of the negligence or willful misconduct of Indemnitor or any of Indemnitor's agents, members, partners or employees, then Indemnitor will, at Indemnitor's expense and at the option of said Indemnitees, by counsel reasonably approved by said Indemnitees, resist and defend such action, suit or proceeding. The indemnified party shall provide the indemnifying party prompt notice of any claim for indemnification brought hereunder, and shall reasonably cooperate in the defense of any claim brought hereunder. In addition, to the extent not expressly prohibited by law, Tenant agrees to hold harmless and indemnify Landlord and Landlord's Indemnitees from any losses, damages, judgments, claims, expenses, costs and liabilities imposed upon or incurred by or asserted against Landlord or Landlord's Indemnitees, including reasonable attorneys' fees and expenses, for death or injury to, or damage to property of, third parties (other than Landlord's Indemnitees) that may arise from any act or occurrence in the Premises, except to the extent caused by the negligence or willful misconduct of Landlord or Landlord's Indemnitees.

28. **Acceptance and Waiver.** Landlord shall not be liable to Tenant, its officers, directors, members, partners, agents, employees, guests or invitees for any damage caused to their property due to the Building or any part or appurtenances thereof being improperly constructed or being or becoming out of repair, or arising from the leaking of gas, water, sewer or steam pipes, or from electricity, but Tenant, by moving into the Premises and taking possession thereof, shall accept, and shall be held to have accepted the Premises as suitable for the purposes for which the same are leased, and shall accept and shall be held to have accepted the Building and every appurtenances thereof, and Tenant by said act waives any and all defects therein; provided, however, that this Section shall not preclude Tenant from seeking recovery from any third party responsible for such damage or injury or for seeking recovery from Landlord for any breach of its representations and warranties set forth in Section 1 hereof. Further, this Section 28 shall not affect Landlord's repair and maintenance obligations under Section 19.

29. **Tenant's Estoppel.** Tenant shall, from time to time, upon not less than ten (10) business days' prior written request by Landlord, execute, acknowledge and deliver to Landlord a written statement certifying that this Lease is unmodified and in full force and effect (or, if there have been modifications, that the same is in full force and effect as modified and stating the modifications), the dates to which the Rent has been paid, that Tenant is not in default hereunder and whether Tenant has any offsets or defenses against Landlord under this Lease, whether or not to Tenant's actual knowledge Landlord is in default hereunder (and if so, specifying the nature of the default), it being intended that any such statement delivered pursuant to this Section may be relied upon by a prospective purchaser of Landlord's interest or by a mortgagee of Landlord's interest in the Property. Tenant's failure to deliver such statement within such period shall be deemed conclusive that this Lease is in full force and effect and unmodified, and there are no uncured defaults in Landlord's performance hereunder.

G. **Default/Remedies/Surrender/Holding Over.**

30. **Notices.** Any notice which is required or permitted to be given by either party under this Lease shall be in writing and must be given only by certified mail, return receipt requested, by hand delivery or by nationally recognized overnight courier service at the addresses set forth in Paragraph 11 of the Basic Lease Provisions. Each party shall further use reasonable efforts to provide the other party with a courtesy copy of any notice by fax or email. Any such notice shall be deemed given on the earlier of two (2) business days after the date sent in accordance with one of the permitted methods described above or the date of actual receipt thereof, provided that receipt of notice solely by fax or email shall not be deemed to be delivery of notice hereunder. The time period for responding to any such notice shall begin on the date the notice is actually received, but refusal to accept delivery or inability to accomplish delivery because the party can no longer be found at the then current notice address, shall be deemed receipt. Either party may change its notice address by notice to the other party in accordance with the terms of this Section 30. The initial notice addresses for each party are set forth in the Basic Lease Provisions.

31. **Defaults by Tenant.** The occurrence of any one or more of the following events shall be a “Default” of this Lease by Tenant:

(a) Tenant’s failure to pay any Rent when due; provided that the first (1st) two such failures during any consecutive twelve (12) month period during the Term shall not be a Default if Tenant pays the amount due within five (5) business days after Tenant’s receipt of written notice from Landlord that such payment was not made when due.

(b) Tenant’s failure to perform or observe any term, condition, covenant or obligation, other than the payment of money, required to be performed or observed by it under this Lease for a period of thirty (30) days after notice thereof from Landlord; provided, however, that if the term, condition, covenant or obligation to be performed by Tenant is of such nature that the same cannot reasonably be performed within such thirty-day period, such default shall be deemed to have been cured if Tenant commences such performance within said thirty-day period and thereafter diligently undertakes to complete the same, and in fact, completes same within ninety (90) days after notice.

(c) A trustee or receiver shall be appointed to take possession of substantially all of Tenant’s assets in, on or about the Premises or of Tenant’s interest in this Lease (and Tenant does not regain possession within sixty (60) days after such appointment); Tenant makes an assignment for the benefit of creditors; or substantially all of Tenant’s assets in, on or about the Premises or Tenant’s interest in this Lease are attached or levied upon under execution (and Tenant does not discharge the same within sixty (60) days thereafter); or a petition in bankruptcy, insolvency, or for reorganization or arrangement is filed by or against Tenant pursuant to any federal or state statute (and with respect to any such petition filed against it, Tenant fails to secure a stay or discharge thereof within sixty (60) days after the filing of the same).

(d) Guarantor dies or dissolves or generally does not, or is unable to, or admits in writing in a legal proceeding its inability to, pay its debts as they become due or is subject to the filing of a petition, case or proceeding in bankruptcy; and Tenant fails to secure a successor Guarantor who is acceptable to Landlord, in its sole discretion, within sixty (60) days of such event; provided, however no such filing of a petition, case or proceeding in bankruptcy shall constitute a default by Tenant if Guarantor shall vigorously contest the action by appropriate proceedings and shall remove, vacate, or terminate the action within sixty (60) days after the date of its inception.

32. **Remedies of Landlord.** Upon the occurrence of any Default, Landlord shall have the following rights and remedies, in addition to those allowed by law or equity, any one or more of which may be exercised without further notice to or demand upon Tenant and which may be pursued successively or cumulatively as Landlord may elect:

(a) Landlord may re-enter the Premises and cure any default of Tenant, in which event Tenant shall, upon demand, reimburse Landlord as additional Rent for any cost and expenses which Landlord may incur to cure such default; and Landlord shall not be liable to Tenant for any loss or damage which Tenant may sustain by reason of Landlord's action, regardless of whether caused by Landlord's negligence or otherwise;

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

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

(d) Landlord may enforce the provisions of this Lease and may enforce and protect the rights of Landlord hereunder by a suit or suits in equity or at law for the specific performance of any covenant or agreement contained herein, or for the enforcement of any other appropriate legal or equitable remedy, including recovery of all moneys due or to become due from Tenant under any of the provisions of this Lease.

Landlord shall not be required to serve Tenant with any notices or demands as a prerequisite to its exercise of any of its rights or remedies under this Lease, other than those notices and demands specifically required under this Lease. **TENANT EXPRESSLY WAIVES THE SERVICE OF ANY STATUTORY DEMAND OR NOTICE WHICH IS A PREREQUISITE TO LANDLORD'S COMMENCEMENT OF EVICTION PROCEEDINGS AGAINST TENANT, INCLUDING THE DEMANDS AND NOTICES SPECIFIED IN 735 ILCS §§ 5/9-209 AND 5/9-210 (OTHER THAN IN THE CASE OF A DEFAULT UNDER SECTION 31(a) IF TENANT IS NOT ENTITLED TO NOTICE UNDER SAID SECTION 31(a) AND LANDLORD DESIRES TO PURSUE ITS REMEDIES UNDER PARAGRAPHS 32(b) AND (c)). TENANT WAIVES ANY RIGHT**

TO TRIAL BY JURY IN ANY LAWSUIT BROUGHT BY LANDLORD TO RECOVER POSSESSION OF THE PREMISES FOLLOWING LANDLORD'S TERMINATION OF THIS LEASE PURSUANT TO SECTION 32(b) OR THE RIGHT OF TENANT TO POSSESSION OF THE PREMISES PURSUANT TO SECTION 32(c) AND ON ANY CLAIM FOR DELINQUENT RENT WHICH LANDLORD MAY JOIN IN ITS LAWSUIT TO RECOVER POSSESSION.

33. **Right to Re-Enter.** If Landlord exercises either of the remedies provided in Sections 32(b) or 32(c), Tenant shall surrender possession and vacate the Premises and immediately deliver possession thereof to Landlord, and Landlord may re-enter and take complete and peaceful possession of the Premises, with process of law, full and complete license to do so being hereby granted to Landlord, and Landlord may remove all occupants and property therefrom, using such force as may be necessary to the extent allowed by law, without being deemed guilty in any manner of trespass, eviction or forcible entry and detainer and without relinquishing Landlord's right to Rent or any other right given to Landlord hereunder or by operation of law.

34. **Damages Upon Termination of Tenant's Right to Possession.** If Landlord terminates the right of Tenant to possession of the Premises without terminating this Lease, Landlord shall have the right to immediate recovery of all amounts then due hereunder. Such termination of possession shall not release Tenant, in whole or in part, from Tenant's obligation to pay Rent hereunder for the full Term, and Landlord shall have the right, from time to time, to recover from Tenant, and Tenant shall remain liable for, all Base Rent, Additional Rent and any other sums accruing as they become due under this Lease during the period from the date of such notice of termination of possession to the stated end of the Term. In any such case, Landlord may relet the Premises or any part thereof for the account of Tenant for such rent, for such time (which may be for a term extending beyond the Term) and upon such terms as Landlord shall determine and may collect the rents from such reletting. Landlord shall not be required to accept any tenant offered by Tenant or to observe any instructions given by Tenant relative to such reletting. Also, in any such case, Landlord may make repairs, alterations and additions in or to the Premises and redecorate the same to the extent deemed by Landlord necessary or desirable and in connection therewith change the locks to the Premises, and Tenant upon demand shall pay the cost of all of the foregoing together with Landlord's expenses of reletting. The rents from any such reletting shall be applied first to the payment of the expenses of reentry, redecoration, repair and alterations and the expenses of reletting and second to the payment of Rent herein provided to be paid by Tenant. Any excess or residue shall operate only as an offsetting credit against the amount of Rent due and owing as the same thereafter becomes due and payable hereunder, and the use of such offsetting credit to reduce the amount of Rent due Landlord, if any, shall not be deemed to give Tenant any right, title or interest in or to such excess or residue and any such excess or residue shall belong to Landlord solely, and in no event shall Tenant be entitled to a credit on its indebtedness to Landlord in excess of the aggregate sum (including Base Rent and Additional Rent) which would have been paid by Tenant for the period for which the credit to Tenant is being determined, had no Default occurred. No such reentry or repossession, repairs, alterations and additions, or reletting shall be construed as an eviction or ouster of Tenant or as an election on Landlord's part to terminate this Lease, unless a written

notice of such intention is given to Tenant, or shall operate to release Tenant in whole or in part from any of Tenant's obligations hereunder, and Landlord, at any time and from time to time, may sue and recover judgment for any deficiencies remaining after the application of the proceeds of any such reletting.

35. **Damages Upon Termination of Lease.** If this Lease is terminated by Landlord pursuant to Section 32(b), Landlord shall be entitled to recover from Tenant all Rent accrued and unpaid for the period up to and including such termination date, as well as all other additional sums payable by Tenant, or for which Tenant is liable or for which Tenant has agreed to indemnify Landlord under any of the provisions of this Lease, which may be then owing and unpaid, and actual costs and expenses, including without limitation court costs and reasonable attorneys' fees incurred by Landlord in the enforcement of its rights and remedies hereunder, and, in addition, Landlord shall be entitled to recover as damages for loss of the bargain and not as a penalty (i) the unamortized portion of any concessions offered by Landlord to Tenant in connection with this Lease, including without limitation Landlord's contribution to the cost of tenant improvements and alterations, if any, installed by either Landlord or Tenant pursuant to this Lease or any work letter in connection with this Lease, (ii) the aggregate sum which at the time of such termination represents the excess, if any, of the present value of the aggregate rents which would have been payable after the termination date had this Lease not been terminated, including, without limitation, Base Rent at the annual rate or respective annual rates for the remainder of the Term provided for in this Lease and the amount projected by Landlord to represent Additional Rent for the remainder of the Term over the then present value of the then aggregate fair rental value of the Premises for the balance of the Term, such present worth to be computed in each case on the basis of a ten percent (10%) per annum discount from the respective dates upon which such rentals would have been payable hereunder had this Lease not been terminated, and (iii) any damages in addition thereto, including without limitation reasonable attorneys' fees and court costs, which Landlord sustains as a result of the breach of any of the covenants of this Lease other than for the payment of Rent.

36. **Mitigation of Damages.** Landlord shall use commercially reasonable efforts to mitigate any damages resulting from a Default by Tenant under this Lease. Landlord's obligation to mitigate damages after a Default by Tenant under this Lease shall be satisfied in full if Landlord undertakes to lease the Premises to another tenant (a "**Substitute Tenant**") in accordance with the following criteria:

(a) Landlord shall have no obligation to solicit or entertain negotiations with any other prospective tenants for the Premises until Landlord obtains full and complete possession of the Premises including, without limitation, the final and unappealable legal right to relet the Premises free of any claim of Tenant;

(b) Landlord shall not be obligated to lease or show the Premises, on a priority basis, or offer the Premises to a prospective tenant when other premises in the Building suitable for that prospective tenant's use are (or soon will be) available;

(c) Landlord shall not be obligated to lease the Premises to a Substitute Tenant for a rental less than the current fair market rental then prevailing for similar uses

in comparable buildings in the same market area as the Building, nor shall Landlord be obligated to enter into a new lease under other terms and conditions that are unacceptable to Landlord under Landlord's then current leasing policies for comparable space in the Building;

(d) Landlord shall not be obligated to enter into a lease with a Substitute Tenant whose use would:

(i) violate any restriction, covenant, or requirement contained in the lease of another tenant of the Building;

(ii) adversely affect the reputation of the Building; or

(iii) be incompatible with the operation of the Building as an office building; and

(e) Landlord shall not be obligated to enter into a lease with any proposed Substitute Tenant which does not have, in Landlord's reasonable opinion, sufficient financial resources to pay all amounts under its lease as and when due, and to operate the Premises in a first class manner.

37. **Marketing.** Landlord may, in a manner customary for similar office buildings in the downtown Chicago, Illinois area, market the Premises as being available for lease at any time following a Default by Tenant, at any time after Tenant's right to possession of the Premises has been terminated, and within six (6) months prior to the expiration, cancellation or termination of this Lease. During any such periods, Landlord may exhibit the Premises to prospective tenants upon prior reasonable notice to Tenant.

38. **Surrender of Premises.** Whenever under the terms hereof Landlord is entitled to possession of the Premises, Tenant at once shall surrender the Premises and the keys thereto to Landlord, broom-clean and in good order and condition, damage from casualty or condemnation and normal wear and tear excepted, and Tenant shall remove therefrom all of its personal property and any Special Alterations (hereinafter defined). Landlord acknowledges and agrees that Tenant shall not be required to remove from the Premises (a) any telephone or computer cabling or (b) any Alterations or any components of the Work, except to the extent the same are Special Alterations. Whenever under the terms of this Lease Landlord is entitled to possession of the Premises, Landlord may forthwith re-enter the Premises and repossess itself thereof and remove all persons and effects therefrom, using such force as may be reasonably necessary without being guilty of forcible entry, detainer, trespass or other tort. Tenant's obligation to observe or perform these covenants shall survive the expiration or other termination of the Term of this Lease. As used herein, the term "**Special Alteration**" shall mean any Alteration to the Premises involving structural work, raised flooring, installation of safes or staircases, or other unusual installations not typically found in office space or requiring extraordinary demolition costs for the removal thereof. If at the time Tenant requests Landlord's approval of any Alteration to the Premises, Tenant requests that Landlord specify whether Tenant shall be required to remove any component of such Alteration which would constitute a Special

Alteration hereunder, Landlord shall so specify in writing concurrently with Landlord's approval of such Special Alteration that such removal is required and if Landlord fails to so specify in writing, notwithstanding anything else herein to the contrary, Tenant shall have no obligation to remove such Special Alteration.

39. **Holding Over.** If Tenant holds over and remains in possession of the Premises or any part thereof after the Expiration Date or the sooner termination of the Term of this Lease or Tenant's right to possession hereunder, Tenant shall be deemed to hold the Premises as a tenant at sufferance, subject to all of the terms, conditions and covenants of this Lease (which shall be applicable during the holdover period), except that (a) the monthly Base Rent and Tenant's Share of Operating Expenses and Taxes payable during the first three (3) months of such holdover period shall be an amount equal to one hundred fifty percent (150%) of the monthly installments of Base Rent and Tenant's Share of Operating Expenses and Taxes payable at the time of such expiration or earlier termination, and (b) the monthly Base Rent and Tenant's Share of Operating Expenses and Taxes payable commencing with the fourth month of such holdover period (and for any month thereafter) shall be an amount equal to two hundred percent (200%) of the monthly installments of Base Rent and Tenant's Share of Operating Expenses and Taxes payable at the time of such expiration or earlier termination. Rent payable during the holdover period shall be computed on a monthly basis and shall not be prorated on a per diem basis if Tenant shall hold over for less than a full month. Notwithstanding the foregoing provision, no holding over by Tenant pursuant to this Section 39 shall operate to extend this Lease and Tenant shall be liable for all damages to Landlord, both direct and consequential, but excluding special or punitive damages, attributable to such holding over; provided, however, that Tenant shall not be liable for consequential damages unless such holding over exceeds thirty (30) days. At any time within forty-five (45) days prior to the Expiration Date, as the same may be extended from time to time, Landlord, within five (5) business days after receipt of Tenant's written request therefor, shall notify Tenant in writing if Landlord has signed a lease for the Premises with a subsequent tenant and, if so, specify the date by which Landlord estimates it needs to regain possession of the Premises from Tenant in order to satisfy its delivery obligations under the subsequent tenant's lease. The provisions of this paragraph do not waive Landlord's right of re-entry or right to regain possession by actions at law or in equity or by any other rights hereunder.

40. **Non-waiver of Defaults.** The failure or delay by either party hereto to enforce or exercise at any time any of the rights or remedies or other provisions of this Lease shall not be construed to be a waiver thereof, nor affect the validity of any part of this Lease or the right of either party thereafter to enforce each and every such right or remedy or other provision. No waiver of any default and breach of the Lease shall be held to be a waiver of any other default and breach. The receipt by Landlord of less than the full Rent due shall not be construed to be other than a payment on account of rent then due, nor shall any statement on Tenant's check or any letter accompanying Tenant's check be deemed an accord and satisfaction, and Landlord may accept such payment without prejudice to Landlord's right to recover the balance of the rent due or to pursue any other remedies provided in this lease. The acceptance by Landlord of Rent hereunder shall not be construed to be a waiver of any breach by Tenant of any term, covenant or condition of this Lease. No act or omission by Landlord or its employees or agents during the

term of this Lease shall be deemed an acceptance of a surrender of the Premises, and no agreement to accept such a surrender shall be valid unless in writing and signed by Landlord.

41. **Attorney's Fees.** In the event of any litigation between Tenant and Landlord to enforce any provision of this Lease or any right of either party hereto, the unsuccessful party to such litigation shall pay to the successful party all costs and expenses, including reasonable attorney's fees, incurred therein. Furthermore, if Landlord, without fault, is made a party to any litigation instituted by or against Tenant, Tenant shall indemnify Landlord against, and protect, defend, and save it harmless from, all costs and expenses, including reasonable attorney's fees, incurred by it in connection therewith. If Tenant, without fault, is made party to any litigation instituted by or against Landlord, Landlord shall indemnify Tenant against, and protect, defend, and save it harmless from, all costs and expenses, including reasonable attorney's fees, incurred by it in connection therewith.

42. **Mortgagee's Rights.**

(a) Tenant agrees that this Lease shall be subject and subordinate (i) to any mortgage, deed of trust or other security interest now encumbering the Property and to all advances which may be hereafter made, to the full extent of all debts and charges secured thereby and to all renewals or extensions of any part thereof, and to any mortgage, deed of trust or other security interest which any owner of the Property may hereafter, at any time, elect to place on the Property; (ii) to any assignment of Landlord's interest in the leases and rents from the Building or Property which includes this Lease which now exists or which any owner of the Property may hereafter, at any time, elect to place on the Property; and (iii) to any Uniform Commercial Code Financing Statement covering the personal property rights of Landlord or any owner of the Property which now exists or any owner of the Property may hereafter, at any time, elect to place on the foregoing personal property (all of the foregoing instruments set forth in (i), (ii) and (iii) above being hereafter collectively referred to as "**Security Documents**"). Tenant agrees upon request of the holder of any Security Documents ("**Holder**") to hereafter execute any documents which the counsel for Landlord or Holder may reasonably deem necessary to evidence the subordination of this Lease to the Security Documents, provided that such subordination shall also contain customary non-disturbance language in favor of Tenant. Within ten (10) business days after request therefor, if Tenant fails to execute any such requested documents, Landlord or Holder is hereby empowered to execute such documents in the name of Tenant evidencing such subordination, as the act and deed of Tenant, and this authority is hereby declared to be coupled with an interest and not revocable.

(b) In the event of a foreclosure pursuant to any Security Documents, Tenant shall at the election of the Purchaser (hereinafter defined), thereafter remain bound pursuant to the terms of this Lease as if a new and identical Lease between the purchaser at such foreclosure ("**Purchaser**"), as landlord, and Tenant, as tenant, had been entered into for the remainder of the Term hereof and Tenant shall attorn to the Purchaser upon such foreclosure sale and shall recognize such Purchaser as the Landlord under this

Lease. Such attornment shall be effective and self-operative without the execution of any further instrument on the part of any of the parties hereto. Tenant agrees, however, to execute and deliver at any time and from time to time, upon the request of Landlord or of Holder, any customary instrument or certificate that may be necessary or appropriate in any such foreclosure proceeding or otherwise to evidence such attornment, provided that such subordination shall also contain customary non-disturbance language in favor of Tenant.

(c) If the Holder of any Security Document or the Purchaser upon the foreclosure of any of the Security Documents shall succeed to the interest of Landlord under this Lease, such Holder or Purchaser shall have the same remedies, by entry, action or otherwise for the non-performance of any agreement contained in this Lease, for the recovery of Rent or for any other Default by Tenant hereunder that Landlord had or would have had if any such Holder or Purchaser had not succeeded to the interest of Landlord. Any such Holder or Purchaser which succeeds to the interest of Landlord hereunder, shall not be (i) liable for any act or omission of any prior Landlord (including Landlord) unless such act or omission is of a continuing nature; or (ii) subject to any offsets or defenses which Tenant might have against any prior Landlord (including Landlord); or (iii) bound by any Rent which Tenant might have paid for more than the current month to any prior Landlord (including Landlord); or (iv) bound by any amendment or modification of this Lease made without the consent of the Holder of any Security Document at the time of entering into the modification or amendment.

(d) Notwithstanding anything to the contrary set forth in this Section 42, the Holder of any Security Documents shall have the right, at any time, to elect to make this Lease superior and prior to its Security Document. No documentation, other than written notice to Tenant, shall be required to evidence that this Lease has been made superior and prior to such Security Documents, but Tenant hereby agrees to execute any documents reasonably requested by Landlord or Holder to acknowledge that this Lease has been made superior and prior to the Security Documents.

(e) Notwithstanding anything to the contrary contained in this Section 42, Landlord will use reasonable efforts to obtain a subordination, non-disturbance and attornment agreement (i) from Landlord's current Holder on such Holder's current standard form of agreement (subject to reasonable changes negotiated by Tenant and agreed to by Holder) as soon as is commercially practicable after the full execution and delivery of this Lease, and (ii) upon Tenant's written request, from any future Holder on such Holder's then-current standard form of agreement, provided that Tenant must then be leasing at least one (1) full floor in the Building, and to facilitate discussions between Landlord's Holder with respect to any commercially reasonable changes to such Holder's form subordination, non-disturbance and attornment agreement which are requested by Tenant in writing. "**Reasonable efforts**" of Landlord shall not require Landlord to incur any cost, expense or liability, Tenant hereby agreeing to pay all costs and charges in connection with Landlord's efforts to obtain a subordination, non-disturbance and attornment agreement for Tenant. Landlord's failure to obtain a subordination, non-

disturbance and attornment agreement for Tenant shall have no effect on the rights, obligations and liabilities of Landlord and Tenant or be considered to be a default by Landlord hereunder.

H. **Landlord Entry/Relocation/Assignment and Subletting.**

43. **Entering Premises.** Landlord may enter the Premises on reasonable prior oral notice (provided that no prior notice shall be required for entry into the Premises of a routine nature, such as in connection with the provision of janitorial services, and, if in the reasonable opinion of Landlord any emergency exists): (a) to make repairs, perform maintenance and provide other services described in Section 19 above (no prior notice is required to provide routine services) which Landlord is obligated to make to the Premises or the Building pursuant to the terms of this Lease or to the other premises within the Building pursuant to the leases of other tenants; (b) to inspect the Premises in order to confirm that Tenant is complying with all of the terms and conditions of this Lease and with the rules and regulations hereof, (c) to remove from the Premises any articles or signs kept or exhibited therein in violation of the terms hereof; (d) to run pipes, conduits, ducts, wiring, cabling or any other mechanical, electrical, plumbing or HVAC equipment through the areas behind the walls, below the floors or above the drop ceilings in the Premises and elsewhere in the Building; and (e) to exercise any other right or perform any other obligation that Landlord has under this Lease. Landlord shall be allowed to take all material into and upon the Premises that may be required to make any repairs, improvements and additions, or any alterations, without in any way being deemed or held guilty of trespass and without constituting a constructive eviction of Tenant. The Rent reserved herein shall not abate while such repairs, alterations or additions are being made and Tenant shall not be entitled to maintain a set-off or counterclaim for damages against Landlord by reason of loss from interruption to the business of Tenant because of the prosecution of any such work. In exercising its rights under this Section, Landlord shall make commercially reasonable efforts to avoid unreasonably interfering with Tenant's business operations in the Premises.

44. **Relocation.** Intentionally omitted.

45. **Assignment and Subletting.**

(a) Except in connection with a Permitted Transfer (defined in Section 45I below), Tenant shall not assign, sublease, transfer or encumber any interest in this Lease or allow any third party to use any portion of the Premises (collectively or individually, a "Transfer") without the prior written consent of Landlord, which consent shall not be unreasonably withheld. Without limitation, it is agreed that Landlord's consent shall not be considered unreasonably withheld if: (1) the proposed transferee's financial condition is not adequate for the obligations such transferee is assuming in connection with the proposed Transfer; (2) the proposed transferee's business or reputation is not suitable for the Building considering the business and reputation of the other tenants and the Building's prestige, or would result in a violation of another tenant's rights under its lease at the Building; (3) the proposed transferee is a governmental agency or occupant of the Building; (4) Tenant is in default beyond any applicable notice and cure period; (5) any portion of the Building or the Premises would likely become subject to additional or

different laws as a consequence of the proposed Transfer; or (6) Landlord or its leasing agent has received a proposal from or made a proposal to the proposed transferee to lease space in the Building within six (6) months prior to Tenant's delivery of written notice of the proposed Transfer to Landlord. Any attempted Transfer in violation of this Section 45, shall, exercisable in Landlord's sole and absolute discretion, be void. Consent by Landlord to one or more Transfers shall not operate as a waiver of Landlord's rights to approve any subsequent Transfers. If Landlord withholds its consent to any Transfer contrary to the provisions of this Section 45, Tenant's sole remedy shall be to seek an injunction in equity to compel performance by Landlord to give its consent and Tenant expressly waives any right to damages in the event of such withholding by Landlord of its consent. In no event shall any Transfer or Permitted Transfer release or relieve Tenant from any obligation under this Lease or any liability hereunder. Tenant shall have the right to advertise the availability of the Premises for sublease, without restrictions as to the rental rate advertised.

(b) If Tenant requests Landlord's consent to a Transfer, Tenant shall submit to Landlord (i) financial statements for the proposed transferee, (ii) a copy of the proposed assignment or sublease, and (iii) such other information as Landlord may reasonably request. After Landlord's receipt of the required information and documentation, Landlord, within thirty (30) days, shall either: (1) consent or reasonably refuse consent to the Transfer in writing; (2) in the event of a proposed assignment of this Lease (other than pursuant to a Permitted Transfer), terminate this Lease effective the first to occur of ninety (90) days following written notice of such termination or the date that the proposed Transfer would have come into effect; and (3) in the event of a proposed subletting (other than pursuant to a Permitted Transfer) of fifty percent (50%) or more of the Premises for substantially all of the remainder of the Term, terminate this Lease with respect to the portion of the Premises which Tenant proposes to sublease effective the first to occur of ninety (90) days following written notice of such termination or the date the proposed Transfer would have come into effect. Tenant shall reimburse Landlord for its actual reasonable out-of-pocket costs and expenses (including, without limitation, reasonable attorney's fees), not to exceed \$5,000.00, incurred by Landlord in connection with Landlord's review of such proposed Transfer or Permitted Transfer.

(c) Tenant shall pay to Landlord fifty percent (50%) of all Transfer Profits (defined below) which Tenant receives as a result of a Transfer that is in excess of the rent payable to Landlord hereunder for the portion of the Premises and Lease Term covered by the Transfer within ten (10) business days following receipt thereof by Tenant. Transfer Profits shall be the cash and other consideration received by Tenant directly from the Transfer relating to the Premises, after deducting brokerage fees, legal fees, marketing costs, and all concessions granted to the Transferee, including abated rent and allowances.

(d) Except as provided below with respect to a Permitted Transfer, if Tenant is a corporation, limited liability company, partnership or similar entity, and the person, persons or entity which owns or controls a majority of the voting interests at the time

changes for any reason (including but not limited to a merger, consolidation or reorganization), such change of ownership or control shall constitute a Transfer. The foregoing shall not apply so long as Tenant is an entity whose outstanding stock is listed on a nationally recognized security exchange, or if at least eighty percent (80%) of its voting stock is owned by another entity, the voting stock of which is so listed.

(e) Tenant may assign its entire interest under this Lease or sublet the Premises (i) to any entity controlling or controlled by or under common control with Tenant or (ii) to any successor to Tenant by purchase, merger, consolidation or reorganization (hereinafter, collectively, referred to as "**Permitted Transfer**") without the consent of Landlord, provided: (1) Tenant is not at the time of the Transfer in Default under this Lease; (2) if such proposed transferee is a successor to Tenant by purchase, said proposed transferee shall acquire all or substantially all of the stock or assets of Tenant's business or, if such proposed transferee is a successor to Tenant by merger, consolidation or reorganization, the continuing or surviving entity shall own all or substantially all of the assets of Tenant; (3) with respect to a Permitted Transfer to a proposed transferee described in clause (ii), such proposed transferee shall have a net worth which is at least equal to the Tenant's net worth at the date of this Lease as evidenced to Landlord's reasonable satisfaction; and (4) subject to any non-disclosure or confidentiality obligations imposed by law, Tenant shall give Landlord written notice at least thirty (30) days prior to the effective date of the proposed purchase, merger, consolidation or reorganization.

46. **Rights Reserved by Landlord.** In addition to Landlord's other rights under this Lease, Landlord shall have the following rights, each of which Landlord may exercise without notice to Tenant and without liability to Tenant for damage or injury to property, person or business on account of the exercise thereof, and the exercise of any such rights shall not be deemed to constitute an eviction or disturbance of Tenant's use or possession of the Premises and shall not give rise to any claim for set-off or abatement of rent or any other claim:

(a) To change the name or street address of the Building.

(b) To install, affix and maintain any and all signs on the exterior or interior of the Building.

(c) To decorate or to make repairs, alterations, additions, or improvements, whether structural or otherwise, in and about the Building, or any part thereof, and for such purposes to enter upon the Premises (subject to the provisions of Section 44 hereof), and during the continuance of any of said work, to temporarily close doors, entryways, public space and corridors in the Building and to interrupt or temporarily suspend services or use of facilities, all without affecting any of Tenant's obligations hereunder, so long as the Premises are reasonably accessible and usable.

(d) To furnish door keys or other entry devices for the entry door(s) in the Premises at the commencement of the Lease and to retain at all times, and to use in appropriate instances, keys to all doors within and into the Premises. Tenant agrees to

purchase only from Landlord additional duplicate keys as required, to change no locks, and not to affix locks on doors without the prior written consent of Landlord. Notwithstanding the provisions for Landlord's access to the Premises, Tenant relieves and releases Landlord of all responsibility arising out of theft, robbery, pilferage and personal assault. Upon the expiration of the Term or Tenant's right to possession, Tenant shall return all keys to Landlord and shall disclose to Landlord the combination of any safes, cabinets or vaults left in the Premises.

(e) To require that all window coverings used in the Premises conform to Building standard unless otherwise approved by Landlord.

(f) To approve the weight, size and location of safes, vaults, vertical files and other heavy equipment and articles in and about the Premises and the Building so that the weight of the foregoing does not exceed the legal live load per square foot designated by the structural engineers for the Building, and to require all such items and furniture and similar items to be moved into or out of the Building and Premises only at such times and in such manner as Landlord shall direct in writing. Tenant shall not install or operate machinery or any mechanical devices of a nature not directly related to Tenant's ordinary use of the Premises without the prior written consent of Landlord. Movements of Tenant's property into or out of the Building or Premises and within the Building are entirely at the risk and responsibility of Tenant, and Landlord reserves the right to require permits before allowing any property to be moved into or out of the Building or Premises.

(g) To establish controls for the purpose of regulating all property and packages, both personal and otherwise, to be moved into or out of the Building and Premises and all persons using the Building after normal office hours.

(h) To regulate delivery and service of supplies and the usage of the loading docks, receiving areas and freight elevators.

(i) To grant to any person or to reserve unto itself the exclusive right to conduct any business or render any service in the Building. If Landlord elects to make available to tenants in the Building any services or supplies, or arranges a master contract therefor, Tenant agrees to obtain its requirements, if any, therefor from Landlord or under any such contract, provided that the charges therefor are reasonable.

In exercising its rights under this Section 46, Landlord shall make commercially reasonable efforts to avoid unreasonably interfering with Tenant's business operations in the Premises.

I. **Sale of Building; Limitation of Liability.**

47. **Sale.** In the event the original Landlord hereunder, or any successor owner of the Building, shall sell or convey the Building, all liabilities and obligations on the part of the original Landlord, or such successor owner, under this Lease accruing thereafter shall terminate, and thereupon all such liabilities and obligations shall be binding upon the new owner. Tenant agrees to attorn to such new owner, provided that Landlord and such new owner have executed

an assignment and assumption agreement pursuant to which Landlord assigns and such new owner assumes the obligations of Landlord under this Lease which accrue after such assignment.

48. **Limitation of Liability.** Landlord's obligations and liability with respect to this Lease shall be limited solely to Landlord's interest in the Building and all rents, profits and issues thereof, as such interest is constituted from time to time, and neither Landlord nor any partner or member of Landlord, or any officer, director, shareholder, or partner or member of any partner or member of Landlord, shall have any individual or personal liability whatsoever with respect to this Lease.

J. **Brokers/Construction/Authority.**

49. **Broker Disclosure.** Landlord's Broker has acted as agent for Landlord in this transaction and is to be paid a commission by Landlord pursuant to a separate agreement. Tenant's Broker has acted as agent for Tenant in this transaction and is to be paid a commission by Landlord pursuant to a separate agreement. Landlord represents that Landlord has dealt with no other broker other than the broker(s) identified herein. Landlord agrees that, if any other broker makes a claim for a commission based upon the actions of Landlord, Landlord shall indemnify, defend and hold Tenant harmless from any such claim. Tenant represents that Tenant has dealt with no broker other than the broker(s) identified herein. Tenant agrees that, if any other broker makes a claim for a commission based upon the actions of Tenant, Tenant shall indemnify, defend and hold Landlord harmless from any such claim. Tenant will cause Tenant's Broker to execute a customary lien waiver, adequate under applicable law, to extinguish any lien claims such broker may have in connection with this Lease.

50. **Definitions.** "Landlord", as used in this Lease, shall include the party named in the first paragraph hereof, its representatives, assigns and successors in title to the Premises. "Tenant" shall include the party named in the first paragraph hereof, its heirs and representatives, and, if this Lease shall be validly assigned, shall also include Tenant's assignees. "Landlord" and "Tenant" include male and female, singular and plural, corporation, partnership, limited liability company (and the officers, members, partners, employees or agents of any such entities) or individual, as may fit the particular parties.

51. **Time of the Essence.** Regardless of whether the same is so expressly stated in any particular instance herein, time is of the essence of this Lease.

52. **Counterparts; Electronic Signature.** This Lease may be executed in two (2) or more counterparts, each of which shall constitute an original, but all of which, when taken together, shall constitute but one instrument. Further, the parties agree that this Lease may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, in addition to electronically produced signatures, "electronic signature" shall include faxed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.

53. **Survival.** All obligations and liabilities of Landlord or Tenant to the other which accrued before the expiration or other termination of this Lease, and all such obligations and liabilities which by their nature or under the circumstances can only be, or by the provisions of this Lease may be, performed after such expiration or other termination, shall survive the expiration or other termination of this Lease. Without limiting the generality of the foregoing, the rights and obligations of the parties with respect to any indemnity under this Lease, and with respect to any Rent and any other amounts payable under this Lease, shall survive the expiration or other termination of this Lease.

54. **Tenant's Financial Condition.** Within ten (10) business days after request from Landlord from time to time, but not more often than one (1) time per calendar year, except in connection with any sale of the Building or direct or indirect transfer of Landlord's interest in the Building, any financing or refinancing of the Building, or any Default by Tenant hereunder, Tenant shall deliver to Landlord Tenant's and Guarantor's audited financial statements for the latest available two (2) fiscal years (the latest year ending no more than six (6) months prior to Landlord's request). Such financial statements shall be delivered to Landlord's mortgagees and lenders and prospective mortgagees, lenders and purchasers. Tenant represents and warrants to Landlord that each such financial statement shall be true and accurate as of the date of such statement. Landlord shall not disclose such financial information to any third party other than its lenders, prospective purchasers, consultants, advisors, attorneys and accountants or as may be otherwise required by a government agency or pursuant to court order. Notwithstanding anything to the contrary contained herein, the obligations of Tenant under this Section 54 shall not apply during any period during which Tenant or Guarantor is a publicly traded company.

55. **Section Titles; Severability.** The section titles used herein are not to be considered a substantive part of this Lease, but merely descriptive aids to identify the Section to which they refer. Use of the masculine gender includes the feminine and neuter, and vice versa, where necessary to impart contextual continuity. The word "including" shall mean "including without limitation." If any section or provision herein is held invalid by a court of competent jurisdiction, all other sections or severable provisions of this Lease shall not be affected thereby, but shall remain in full force and effect.

56. **Cumulative Rights.** All rights, powers and privileges conferred hereunder upon the parties hereto shall be cumulative but not restrictive to those given by law.

57. **Recording of Lease.** Tenant shall not record either this Lease or any short form or memorandum hereof.

58. **Governing Law.** This Lease shall be construed and enforced in accordance with the laws of the State of Illinois.

59. **Entire Agreement.** This Lease contains the entire agreement of the parties and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect.

60. **Submission of Agreement.** Submission of this Lease to Tenant for signature does not constitute a reservation of space or an option to acquire a right of entry. This Lease is not binding or effective until execution by and delivery to both Landlord and Tenant.

61. **Authority.** If Tenant executes this Lease as a corporation, limited partnership, limited liability company or any other type of entity, each of the persons executing this Lease on behalf of Tenant does hereby personally represent and warrant that Tenant is a duly organized and validly existing corporation, limited partnership, limited liability company or other type of entity, that Tenant is qualified to do business in the state where the Building is located, that Tenant has full right, power and authority to enter into this Lease, and that each person signing on behalf of Tenant is authorized to do so. In the event any such representation and warranty is false, all persons who execute this Lease shall be individually, jointly and severally, liable as Tenant. Upon Landlord's request, Tenant shall provide Landlord with evidence reasonably satisfactory to Landlord confirming the foregoing representations and warranties.

62. **Executive Order 13224.** Tenant represents and warrants to Landlord that, to Tenant's actual knowledge, neither Tenant, nor any of the entities or individuals owning or controlling Tenant, have been designated as a blocked person pursuant to Executive Order 13224. Tenant shall update the foregoing representation by written notice to Landlord if the foregoing representation should ever become false during the Term. Any failure to update the foregoing representation shall constitute a default by Tenant under this Lease and Landlord may immediately (without delivering any prior notice to Tenant or affording Tenant any opportunity to cure) exercise any and all rights and remedies permitted in this Lease. Furthermore, if Tenant or any of the entities or individuals owning or controlling Tenant either now or in the future is designated as a blocked person pursuant to Executive Order 13224, such circumstance shall constitute a default by Tenant under this Lease and Landlord may immediately (without delivering any prior notice to Tenant or affording Tenant any opportunity to cure) exercise any and all rights and remedies permitted in this Lease. Tenant shall, within ten (10) days after receipt of written request from Landlord, certify to Landlord in writing the identity of all entities and individuals owning or controlling Tenant.

63. **Guaranty.** Tenant shall cause the Guarantor identified in the Basic Lease Provisions to execute a Guaranty of the obligations of Tenant under this Lease in the form of Exhibit G attached hereto and made a part hereof.

64. **Extension Option.** Landlord hereby grants to Tenant an option (the "**Extension Option**") to extend the Term for one (1) period of five (5) years (the "**Extension Period**"). The Extension Period shall commence on the day following the expiration of the initial Term ("**Extension Commencement Date**") and shall expire on the day preceding the fifth (5th) anniversary of the Extension Commencement Date, unless sooner terminated in accordance with the terms and provisions of this Lease.

(a) The Extension Period shall be upon the same terms, covenants, and conditions as set forth in this Lease with respect to the initial Term, except that (i) Base Rent payable during the Extension Period shall be equal to the Fair Market Rental Rate (as defined below) for lease terms commencing on or about the Extension

Commencement Date; and (ii) the Base Year shall be updated to the first year of the Extension Period. Tenant shall be obligated to pay Tenant's Share of Operating Expenses and Taxes to the extent they exceed the amount of Operating Expenses and Taxes for the Base Year (as updated) during the Extension Period, if Tenant has elected to extend the Term.

(b) If Tenant desires to exercise the Extension Option, Tenant shall deliver a written notice (the "**Extension Period Rental Rate Request**") to Landlord requesting that Landlord advise Tenant in writing of Landlord's determination of the Fair Market Rental Rate for the Extension Period. The Extension Period Rental Rate Request shall be delivered by Tenant no earlier than fifteen (15) months prior to the expiration of the initial Term, and no later than fourteen (14) months prior to the expiration of the initial Term, time being of the essence. Landlord shall, in response to such request by Tenant, notify Tenant in writing ("**Landlord's Notice**") of the proposed rental rate for the Extension Period, which shall be equal to the Fair Market Rental Rate, as reasonably determined by Landlord (the "**Extension Period Rental Rate**") no later than thirteen (13) months prior to the expiration of the initial Term.

(c) If Tenant desires to extend the Term for the Extension Period at the Extension Period Rental Rate, Tenant shall deliver written notice ("**Extension Notice**") to Landlord to such effect no later than twelve (12) months prior to the expiration of the initial Term. If Tenant does not so exercise Tenant's right to extend the Term for the Extension Period at the Extension Period Rental Rate, then Tenant may notify Landlord in writing (the "**Negotiation Notice**") no later than twelve (12) months prior to the expiration of the initial Term that Tenant disagrees with Landlord's determination of the Fair Market Rental Rate, in which case Tenant shall concurrently notify Landlord of Tenant's determination of the Fair Market Rental Rate, and if the parties are unable to agree upon a Fair Market Rental Rate within thirty (30) days after such response by Tenant (the "**Negotiation Period**"), then such dispute shall be settled by binding arbitration as hereinafter described. If Tenant fails to deliver either the Extension Notice or Negotiation Notice within the time periods specified above, the Extension Option granted pursuant to this Section 64 shall be deemed waived, time being of the essence. Once Tenant delivers the Extension Notice or the Negotiation Notice to Landlord, as provided above, Tenant's election to extend the Term shall be irrevocable by Tenant.

(d) Landlord and Tenant, within fifteen (15) days after expiration of a Negotiation Period, shall each simultaneously submit to the other, in a sealed envelope, its good faith estimate of the Fair Market Rental Rate for the Extension Period (collectively referred to as the "**Estimates**"). If the higher of such Estimates is not more than one hundred two percent (102%) of the lower of such Estimates, then the Fair Market Rental Rate shall be the average of the two Estimates. If the Fair Market Rental Rate is not so resolved pursuant to the preceding sentence, Landlord and Tenant, within fifteen (15) days after the exchange of Estimates, shall each select a Commercial Broker (hereinafter defined) to determine which of the two Estimates more closely reflects the Fair Market Rental Rate for the Premises for the Extension Period. Each Commercial

Broker selected pursuant to this Section 64 shall be licensed by the State of Illinois as a real estate broker and shall have had at least ten (10) years' experience as a commercial real estate broker of which at least the last five (5) years immediately preceding the Negotiation Period must be as a commercial real estate broker working in the downtown Chicago, Illinois office building market, with working knowledge of current rental rates and market practices. For purposes of this Section 64, "**Commercial Broker**" means an individual who holds a real estate broker's license issued by the State of Illinois and who is not affiliated with Landlord or Tenant. Upon selection, Landlord's and Tenant's Commercial Brokers shall work together in good faith to agree upon which of the two Estimates more closely reflects the Fair Market Rental Rate for the Premises for the Extension Period. The Estimate chosen by such Commercial Brokers shall be binding on both Landlord and Tenant as the Base Rent rate for the Extension Period. If either Landlord or Tenant fails to appoint a Commercial Broker within the fifteen (15) day period referred to above, then the Commercial Broker appointed by the other party shall be the sole Commercial Broker for the purposes hereof. If the two Commercial Brokers cannot agree upon which of the two Estimates more closely reflects the Fair Market Rental Rate within twenty (20) days after their appointment; then, within ten (10) days after the expiration of such twenty (20) day period, the two (2) Commercial Brokers shall select a third Commercial Broker meeting the aforementioned criteria. Once the third Commercial Broker has been selected as provided for above, then, as soon thereafter as practicable, but in any case within fifteen (15) days, the third Commercial Broker shall make its determination of which of the two Estimates more closely reflects the Fair Market Rental Rate for the Premises for the Extension Period and such Commercial Broker shall not select anything other than one of the two Estimates from Landlord and Tenant and the Estimate so selected by the third Commercial Broker shall be binding on both Landlord and Tenant as the Fair Market Rental Rate for the Premises for the Extension Period. The party whose Estimate is not selected as the Fair Market Rental Rate shall pay the costs of the third Commercial Broker and of any experts retained by the third Commercial Broker. Any fees of any broker, counsel or experts engaged directly by Landlord or Tenant, however, shall be borne by the party retaining such appraiser, counsel or expert.

(e) Unless Landlord, in its sole and absolute discretion, otherwise agrees in writing, Tenant may only exercise the Extension Option and an exercise thereof shall only be effective, if at the time of Tenant's exercise of the Extension Option and on the Extension Commencement Date, this Lease is in full force and effect and no Default by Tenant under this Lease shall then exist, and, inasmuch as the Extension Option is intended only for the original Tenant named in this Lease, Tenant has not assigned this Lease or sublet more than fifty percent (50%) of the Premises except pursuant to a Permitted Transfer.

(f) Upon the valid exercise by Tenant of the Extension Option pursuant to this Section 64, Landlord and Tenant shall promptly enter into a written supplement to this Lease confirming the terms, conditions and provisions applicable to the Extension Period, as determined in accordance with the provisions of this Section 64.

(g) For purposes of this Lease, the term “**Fair Market Rental Rate**” shall mean a rate comprised of (i) the prevailing base rental rate per square foot of rentable area available in the Pertinent Market (as defined below), and taking into account tenant improvement allowances, other tenant inducements, operating cost stops and tax cost stops, and brokerage commissions, and (ii) any escalation of any such base rental rate (based upon a fixed step and/or index) prevailing in the Pertinent Market taking into account (A) comparable leases (on the basis of factors such as, but not limited to, size and location of space (but excluding the value of improvements funded by Tenant out of its own pocket (as opposed to through a construction allowance provided by Landlord)) and commencement date and term of lease), if any, recently executed for improved space in the Building, and (B) leases for comparable (on the basis of factors such as, but not limited to, size and location of space (but excluding the value of improvements funded by Tenant out of its own pocket (as opposed to through a construction allowance provided by Landlord)) and commencement date and term of lease) improved space in office buildings in the Central Loop area of downtown Chicago, Illinois which are comparable to the Building in reputation, quality, age, size, location and level and quality of services provided and which have reached economic stabilization and are not, for any other reason, offering below market rents (the foregoing factors not being exclusive in identifying comparable buildings) (the Building, together with such comparable buildings, if applicable, being herein referred to as the “**Pertinent Market**”).

65. **Termination Option.** Provided that (a) Tenant has not sublet any portion of the Premises, unless any such subleases expire or are terminated on or before the Early Termination Date (hereinafter defined), and (b) no Default then exists under this Lease, Tenant shall have a one (1) time option to terminate this Lease (the “**Termination Option**”) with respect to the Premises, effective on the last day of Lease Year 8 (the date when this Lease is terminated pursuant to this Section 65 being referred to herein as the “**Early Termination Date**”). Tenant shall exercise the Termination Option by (i) delivering to Landlord written notice (the “**Termination Notice**”) of such election to terminate this Lease by no later than the last day of Lease Year 7, time being of the essence, and (ii) paying to Landlord one-half of the Termination Payment (hereinafter defined), concurrently with the Termination Notice and the other one-half of the Termination Payment on or before the Early Termination Date, time being of the essence. If Tenant pays each installment of the Termination Payment when due, then this Lease shall be deemed to have expired by lapse of time on the Early Termination Date. Tenant shall return the Premises to Landlord on the Early Termination Date in accordance with the terms of this Lease. If Tenant fails to pay any installment of the Termination Payment when due as stated above, the Termination Option shall, at Landlord’s option, be void. Upon Tenant’s delivering the Termination Notice, any and all rights of Tenant to extend the Term or to lease additional space in the Building, whether pursuant to a right of first offer, a right of first refusal, an expansion option, or otherwise, shall immediately be void and of no further force or effect. All obligations of either party to the other which accrue under this Lease on or before the Early Termination Date shall survive such termination. As used herein, “**Termination Payment**” shall mean the sum of \$3,273,283.00. Landlord and Tenant acknowledge that the Termination Payment is not a penalty, but is a reasonable estimate of the damages to be suffered by Landlord as a consequence of Tenant’s exercise of the Termination Option. Tenant hereby acknowledges and agrees that

Tenant shall not be entitled to any rebate or return of any portion of the Termination Payment as a consequence of the actual costs incurred by Landlord in re-letting the Premises being less than the Termination Payment. Notwithstanding anything to the contrary contained in this Lease, if Tenant leases space in the Building in addition to the Premises initially demised by this Lease, then the Early Termination Payment shall be increased by the unamortized balance of the leasing costs (e.g., construction allowances, brokerage commissions and abated rent) attributable to the leasing of such additional space as of the Early Termination Date. The amortization of the leasing costs for such additional space shall be from the commencement date of the term of this Lease with respect to such additional space through the expiration date of the term of this Lease with respect to such additional space at an interest rate of eight percent (8%) per annum.

66. **Right of First Offer.** Landlord hereby grants to Tenant the ongoing right to lease (the “**Right of First Offer**”), upon the terms and conditions hereinafter set forth, but subject to the existing rights of any current tenants of the Building and subject to Landlord’s right to renew or extend the term of the lease of the then-current tenant or occupant of the Offer Space (hereinafter defined), such portions of the rentable area on the 13th floor of the Building (the “**Offer Space**”) which become available for leasing (as determined in accordance with paragraph (a) below) during the Offer Period (hereinafter defined), prior to entering into a lease for such space with another party.

(a) A portion of the Offer Space shall be deemed to be “**available for leasing**” when Landlord is prepared to offer to lease such space to parties other than to the then-current tenant or occupant of such Offer Space and other than to current tenants of the Building with prior existing rights to lease such space.

(b) Prior to Landlord’s entering into a lease for any portion of the Offer Space which is available for leasing during the Offer Period, Landlord shall give Tenant a written notice (the “**Offer Notice**”) setting forth (i) the location, (ii) the rentable area, (iii) the rental rate; (iv) all other material economic terms; (v) the target delivery date (the “**Offer Space Target Delivery Date**”) and (vi) the commencement date (the “**Offer Space Commencement Date**”).

(c) Tenant shall exercise the Right of First Offer by written notice (the “**ROFO Exercise Notice**”) to Landlord delivered not later than ten (10) days after the Offer Notice is delivered to Tenant, time being of the essence. Tenant may not elect to lease less than the entire portion of the Offer Space described in an Offer Notice. If Tenant does not exercise the Right of First Offer to lease such portion of the Offer Space, then Landlord shall have the right to lease such space to other prospective tenants for the nine (9) month period following the tenth (10th) day after Landlord delivers the applicable Offer Notice to Tenant. If Landlord fails to lease such Offer Space within such nine (9) month period and provided that Landlord has not then provided a proposal or counter-proposal to lease such Offer Space, then such Offer Space shall again be offered to Tenant by a new Offer Notice. If Tenant has validly exercised the Right of First Offer to lease such Offer Space, then such Offer Space shall be included in the

Premises, subject to all the agreements, terms and conditions of this Lease, as modified by the terms set forth in the applicable Offer Notice.

(d) Tenant's right to lease Offer Space is subject to the following additional terms and conditions:

(i) This Lease must be in full force and effect on the date on which Tenant delivers the ROFO Exercise Notice to Landlord and on the applicable Offer Space Commencement Date;

(ii) Tenant must not be in Default under this Lease either on the date Tenant delivers the ROFO Exercise Notice to Landlord or on the applicable Offer Space Commencement Date, unless Landlord, in its sole and absolute discretion, agrees in writing to permit Tenant to lease such Offer Space notwithstanding such Default; and

(iii) Other than pursuant to a Permitted Transfer, Tenant shall not have assigned this Lease and no sublease shall be in effect pursuant to which more than thirty-three percent (33%) of the Premises is being subleased as of the applicable Offer Space Commencement Date.

(e) If Tenant has validly exercised the Right of First Offer, then effective as of the applicable Offer Space Commencement Date, such portion of the Offer Space shall be included in the Premises, subject to all of the terms, conditions and provisions of this Lease except that:

(i) Base Rent per square foot of rentable area for such portion of the Offer Space shall be the rate (including escalations) specified in the applicable Offer Notice;

(ii) The rentable area in the Premises shall be increased by the number of square feet of rentable area in such portion of the Offer Space and such rentable area in the Premises, as so increased, shall be used in calculating the increases in Tenant's Share;

(iii) The Term with respect to the Offer Space shall commence on the applicable Offer Space Commencement Date and shall expire simultaneously with the expiration or earlier termination of the Term, including any extension or renewal thereof; and

(iv) The Offer Space shall be rented in its "as is" condition as of the Offer Space Commencement Date (unless otherwise specified in the Offer Notice), without representation or warranty by Landlord or any other party acting on behalf of Landlord, except as may be expressly set forth in the applicable Offer Notice.

(f) Landlord shall endeavor to deliver possession of the Offer Space to Tenant on the applicable Offer Space Target Delivery Date. Tenant's possession of Offer Space prior to the applicable Offer Space Commencement Date shall be subject to all of the terms and conditions of this Lease, except that Base Rent and Tenant's Share of Operating Expenses and Taxes shall not commence to accrue with respect to such Offer Space until the applicable Offer Space Commencement Date. If Landlord fails to deliver possession on the applicable Offer Space Target Delivery Date of the portion of the Offer Space which Tenant has exercised the Right of First Offer because of any act or occurrence beyond the reasonable control of Landlord, including, without limitation, the holding over of any tenants or occupants beyond the expiration of their lease terms, then Landlord shall not be subject to any liability for failure to deliver possession, and such failure to deliver possession shall not affect either the validity of this Lease or the obligations of either Landlord or Tenant hereunder or be construed to extend the expiration of the Term either as to such portion of the Offer Space or the balance of the Premises; provided, however, that under such circumstances, (i) Landlord shall make reasonable efforts to obtain possession of such portion of the Offer Space, and (ii) Base Rent and Tenant's Share of Operating Expenses and Taxes shall not commence as to such portion of the Offer Space until Landlord has delivered possession thereof to Tenant. Notwithstanding anything to the contrary set forth in the Lease, if Landlord fails to deliver possession of the Offer Space to Tenant within thirty (30) days after the applicable Offer Space Target Delivery Date for reasons other than the occurrence of a force majeure event, then Tenant, as its sole and exclusive remedy therefor, shall be entitled to one (1) day of Base Rent abatement with respect to the Offer Space only (and not the existing Premises) for each day from and after the thirty-first (31st) day after the Offer Space Target Delivery Date until either Landlord delivers possession of the Offer Space to Tenant or the sixtieth (60th) day after the Offer Space Target Delivery Date. If Landlord fails to deliver the Offer Space to Tenant within sixty (60) days after the applicable Offer Space Target Delivery Date for reasons other than the occurrence of a force majeure event, then Tenant, as its sole and exclusive remedy therefor, shall be entitled to two (2) days of Base Rent abatement with respect to the Offer Space only (and not the existing Premises) for each day from and after the sixty-first (61st) day after the Offer Space Target Delivery Date until Landlord delivers possession of the Offer Space to Tenant.

(g) Upon the valid exercise by Tenant of the Right of First Offer, Landlord and Tenant shall promptly enter into a written amendment to this Lease reflecting the terms, conditions and provisions applicable to such portion of the Offer Space, as determined in accordance herewith.

(h) If any portion of the Offer Space is leased to Tenant other than pursuant to the Right of First Offer, such portion of the Offer Space shall thereupon be deleted from the Offer Space.

(i) As used herein, the term “**Offer Period**” shall mean the period commencing on the Commencement Date and expiring on the day preceding the eighth (8th) anniversary of the Commencement Date.

67. **Rent Allowance.** Tenant is currently subleasing space in the building located at 55 West Monroe Street, Chicago, Illinois (the “**Existing Location**”). Subject to the terms of this Section 67 and so long as Tenant is not in Default under this Lease, to offset Tenant’s rental costs at the Existing Location, Landlord agrees to pay to Tenant the amount of Five Hundred Four Thousand Nine Hundred Twenty-Four and 19/100 Dollars (\$504,924.19) (the “**Rent Allowance**”). So long as Tenant is not in Default under this Lease, Landlord shall pay the Rent Allowance to Tenant on or before January 31, 2020.

68. **Tenant Amenities.** The Building contains a fitness center, rooftop deck, conference room and tenant lounge (collectively, the “**Amenities**”). Tenant shall have the right to use the Amenities, in common with the other tenants of the Building, in accordance with the following provisions. Landlord reserves the right to temporarily, but not permanently, close the Amenities, including, without limitation, for remodeling or due to casualty damage, repairs or other work in the Building. In addition, if Landlord determines, in Landlord’s reasonable discretion, that such Amenities are being used too infrequently or by too few users to justify the expense of operating such Amenities in the Building, then Landlord may reduce the size and/or scope of the Amenities. Landlord also reserves the right to relocate the Amenities to other locations in the Building from time to time. Landlord shall allocate the use of the Amenities between tenants and others who request such use in a reasonable manner as determined in Landlord’s good faith discretion, including, without limitation, the reservation of any of the Amenities for the exclusive use of tenants and others from time to time for special events. Tenant’s use of the Amenities shall be subject to Tenant’s compliance with Landlord’s rules and regulations and all applicable laws.

69. **Landlord Default.** The failure by Landlord to observe or perform any of the obligations, representations, covenants, conditions, or provisions of this Lease made or to be observed or performed by Landlord, where such failure shall continue for a period of thirty (30) days after written notice thereof by Tenant to Landlord, shall be deemed to be a default (“**Landlord Default**”) under this Lease; provided however, if the nature of the Landlord Default is such that more than thirty (30) days are required for its performance, Landlord shall not be deemed in Landlord Default if it shall commence such performance with said thirty (30) day period and thereafter diligently pursues the same to completion, with completion occurring in all instances within ninety (90) days. Upon any Landlord Default under this Lease, Tenant shall be entitled to exercise any and all remedies available to Tenant as expressly provided in this Lease or that would be available to Tenant at law or in equity, subject however to any waivers or other limitations expressly set forth in this Lease.

[EXHIBITS TO LEASE FOLLOW THIS PAGE]

EXHIBIT A

PROPERTY

PARCEL 1:

LOTS 11, 12, 13, 14 AND 15 IN THE SUBDIVISION OF LOT 5 IN BLOCK 58 IN THE ORIGINAL TOWN OF CHICAGO, IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOT 2 IN THE SUBDIVISION OF LOT 8 AND OF THE EAST 30 FEET OF LOT 7 IN BLOCK 58 IN THE ORIGINAL TOWN OF CHICAGO, TOGETHER WITH A STRIP OF LAND LYING BETWEEN THE EAST LINE OF SAID LOT 8 AND THE WEST LINE OF STATE STREET AS FIXED BY ACT OF GENERAL ASSEMBLY OF THE STATE OF ILLINOIS APPROVED MARCH 3, 1845 AS APPEARS FOR THE PLAT THEREOF RECORDED JANUARY 26, 1872 IN BOOK 1 OF PLATS, PAGE 20 IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

LOT 3 IN THE SUBDIVISION OF LOT 8 AND OF THE EAST 30 FEET OF LOT 7 IN BLOCK 58 IN THE ORIGINAL TOWN OF CHICAGO, TOGETHER WITH A STRIP OF LAND LYING BETWEEN THE EAST LINE OF SAID LOT 8 AND THE WEST LINE OF STATE STREET AS FIXED BY ACT OF GENERAL ASSEMBLY OF THE STATE OF ILLINOIS APPROVED MARCH 3, 1845 AS APPEARS FROM THE PLAT THEREOF RECORDED JANUARY 26, 1872 IN BOOK 1 OF PLATS, PAGE 20 IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

THAT PORTION OF THE WEST 10 FEET OF THE EAST 30 FEET OF LOT 7 IN BLOCK 58 IN THE ORIGINAL TOWN OF CHICAGO LYING WEST AND ADJOINING LOTS 2 AND 3 IN THE SUBDIVISION OF LOT 8 AND OF THE EAST 30 FEET OF LOT 7 AFORESAID IN COOK COUNTY, ILLINOIS IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

SUB-PARCEL 5A:

THE WEST 50 FEET OF LOT 7 IN BLOCK 58 IN THE ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

SUB-PARCEL 5C:

LOT 6 IN BLOCK 58 IN THE ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

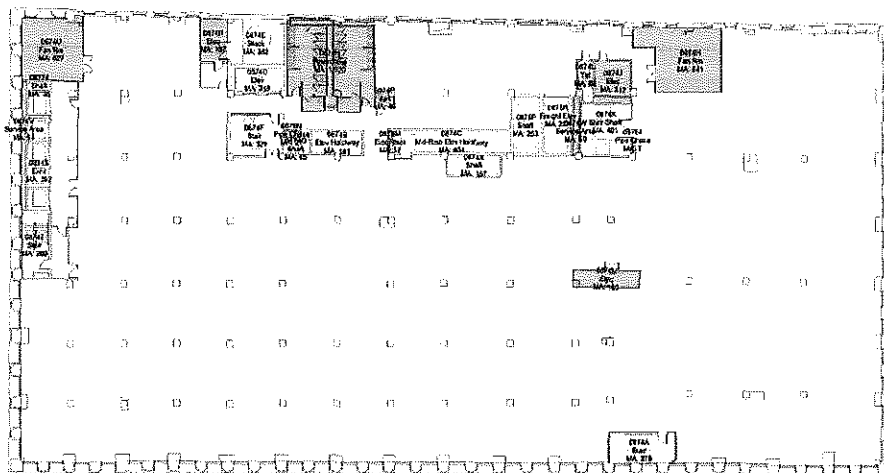
PARCEL 6:

LOT 1 IN THE SUBDIVISION OF LOT 8 AND OF THE EAST 30 FEET OF LOT 7 IN BLOCK 58 IN THE ORIGINAL TOWN OF CHICAGO, TOGETHER WITH A STRIP OF LAND LYING BETWEEN THE EAST LINE OF SAID LOT 8 AND THE WEST LINE OF STATE STREET (AS FIXED BY AN ACT OF THE GENERAL ASSEMBLY OF THE STATE OF ILLINOIS APPROVED MARCH 3, 1845) AS APPEARS FROM PLAN THEREOF RECORDED JANUARY 26, 1872 IN BOOK 1 OF PLATS, PAGE 20, IN COOK COUNTY, ILLINOIS.

PARCEL 7:
THAT PART OF THE 10 FOOT ALLEY LYING WEST OF AND ADJOINING LOT 1 IN ABOVE
PARCEL 6, IN COOK COUNTY, ILLINOIS.

EXHIBIT A-1

PREMISES



One North Dearborn Suite 1400

John P. O'Brien
Executive Vice President
john.p.obrien@telosgroup.com
direct 312.477.2941

Jack O'Brien
Executive Vice President
john.p.obrien@telosgroup.com
direct 312.477.2941

Caroline Colnen
Leasing Director
ccolnen@telosgroup.com
direct 312.477.2948

telos

EXHIBIT B

WORK LETTER

This is the Work Letter (“**Work Letter**”) referred to in the foregoing Lease (the “**Lease**”) between **OND PROPERTY LLC**, a Delaware limited liability company, as landlord (“**Landlord**”), and CSG Systems, Inc., a Delaware corporation, as tenant (“**Tenant**”), relating to Suite 1400 in the building commonly known as One North Dearborn Street, Chicago, Illinois, which Premises are more fully identified in the Lease. Capitalized terms used herein, unless otherwise defined in this Work Letter, shall have the respective meanings assigned to them in the Lease.

For and in consideration of the agreement to lease the Premises and the mutual covenants contained herein and in the Lease, Landlord and Tenant hereby agree as follows:

1. **Work.** Landlord shall cause to be performed the work (the “**Work**”) in the Premises provided for in the space plan attached hereto as Exhibit B-1 (the “**Space Plan**”) on a turnkey basis, subject to the Turnkey Allowance (hereinafter defined) and the terms of this Work Letter. Landlord shall use reasonable efforts to cause the Work to be substantially completed on or before the Target Delivery Date, subject to Tenant Delay (as defined in Paragraph 4 below) and any force majeure event.

2. **Plans and Cost Estimate.**

(a) After the Lease has been fully executed and delivered and the parties have had a planning meeting with the architect selected by Landlord (the “**Architect**”), which planning meeting Tenant agrees to attend within three (3) business days after request by Landlord, Landlord shall deliver to Tenant for Tenant’s approval, which approval shall not be unreasonably withheld, conditioned or delayed, Architectural Plans prepared by the Architect based on and consistent with the Space Plan. As used herein, “**Architectural Plans**” means the plans and specifications (including architectural, mechanical and electrical working drawings) for the Work. Tenant shall advise Landlord within ten (10) business days after receipt of the Architectural Plans of its approval or disapproval thereof, and if Tenant does not approve the Architectural Plans, Tenant’s notice of disapproval shall specify, in reasonable detail, the changes required in the Architectural Plans so that they will meet Tenant’s approval. The Architectural Plans shall also be subject to the approval of all local governmental authorities requiring approval, if any. If Tenant notifies Landlord that changes are required to the Architectural Plans, Landlord shall, promptly thereafter, have the Architectural Plans revised to incorporate Tenant’s requested changes. Tenant shall only be permitted to request changes to the Architectural Plans which are required to make the Architectural Plans consistent with the Space Plan. The Architectural Plans, as revised and approved by Landlord and Tenant, shall be hereinafter referred to as the “**Plans**”.

(b) Following final approval of the Plans, Landlord shall obtain and submit to Tenant a detailed and itemized estimate (“**Cost Estimate**”) of the Cost of the Work (as

defined in Paragraph 3 below). Within five (5) days after receipt of the Cost Estimate, Tenant shall either (i) approve such Cost Estimate or (ii) request that the Plans be modified so as to reduce costs, which revised Plans Landlord shall cause to be prepared (subject to Landlord's approval) and shall be the basis for Landlord's subsequent preparation of a new Cost Estimate. Landlord shall cause its architect and engineers to reasonably cooperate with Tenant and its designers on suggestions for reducing the Cost Estimate. Landlord shall have no obligation to commence or perform the Work until the Cost Estimate has been approved by Tenant.

(c) Landlord shall revise the Cost Estimate from time to time via change order to reflect any estimated cost increases or decreases for the Work, including such adjustments as may be required with respect to any revisions to Plans requested by Tenant and approved by Landlord, or required by any local governmental agencies. As to revised costs resulting from revisions to the Plans requested by Tenant, Tenant shall approve in writing such revised costs shown in the Cost Estimate within five (5) business days after Landlord submits the revised Cost Estimate to Tenant. If such approval is not received by Landlord within such five (5) business day period, Tenant shall be deemed to have failed to approve such Cost Estimate and to have abandoned its request for revisions to the Plans. If any revisions to the Plans are required by a local governmental agency, Tenant shall be deemed to have irrevocably approved any adjustments to the Cost Estimate resulting therefrom. If Landlord approves the revisions to the Plans requested by Tenant and Tenant approves the revised Cost Estimate, the Work to be performed by Landlord shall include the revisions to the Work shown in the revised Plans, and the actual costs of such revisions to the Work and Plans requested by Tenant shall be included in the Cost of the Work. The Work to be performed by Landlord shall also include revisions to the Work required by any local governmental agency or local governmental field inspector and the cost of any such revisions or changes to the Plans or Work shall also be added to and included in the Cost of the Work. Upon determination of the final costs incurred pursuant to such change order, Landlord shall provide the amount of actual costs of such revisions to the Work. All correspondence under this Section 2(c) must be sent via email to Troy Caldwell at Troy.Caldwell@csgi.com, with a copy to Ronen Hirshorn at Ronen.Hirshorn@csgi.com.

(d) Landlord, at its sole option, but acting reasonably and in good faith, may substitute for items, materials or finishes designated in the Plans, other items, materials or finishes of substantially similar appearance, kind and quality, provided that any substitution that Landlord does not reasonably deem to be a minor substitution, or that has a material aesthetic impact to the Premises, shall require Tenant's consent, which shall not be unreasonably withheld, conditioned or delayed.

3. Cost of the Work and Landlord's Contribution.

(a) For purposes hereof, the "Cost of the Work" shall mean costs of all labor, contractors and materials relating to the Tenant's Work (collectively, the "Hard Costs"), and license fees, permit fees, MEP drawings, consulting and project management fees,

design costs, architectural and engineering fees, telephone and data cabling costs, purchase and installation of furniture, office equipment, moving costs, and other so-called "soft costs" ("**Soft and FF&E Costs**"). Notwithstanding the foregoing, the Cost of the Work shall exclude costs to remediate any Hazardous Materials not brought onto the Premises by Tenant or its contractors, including but not limited to any ACM.

(b) Provided that Tenant is not in Default under the Lease, Landlord shall contribute the amount ("**Turnkey Allowance**") of \$5,183,500.00 as Landlord's share of the Cost of the Work, and Tenant shall pay Landlord, as additional rent under the Lease, any excess of the Cost of the Work over the amount of the Turnkey Allowance ("**Excess Costs**"). Tenant's failure to pay the Excess Costs to Landlord within ten (10) days after Landlord's written demand therefor shall be a Default under the Lease entitling Landlord to exercise all of its rights and remedies in connection therewith. Landlord agrees to use such funds paid by Tenant for payment of the Work as the Work progresses. If, after the Plans have been approved or Work has commenced, the Cost Estimate or Work is revised such that Tenant owes Landlord additional amounts on account of the Cost of the Work, any such deficit owed by Tenant shall be paid to Landlord within five (5) days after issuance of the revised Cost Estimate. Notwithstanding anything to the contrary contained herein, Tenant shall not be required to pay the Excess Costs until January 1, 2020. If the actual Cost of the Work is less than the Turnkey Allowance, Tenant shall not be entitled to any credit or payment on account thereof, except as provided in Section 3(d) below. On a bi-weekly basis and upon request from Tenant, Landlord shall provide an accounting to Tenant for the Cost of the Work and all deductions from the Turnkey Allowance.

(c) Notwithstanding anything to the contrary contained herein, Tenant shall have the option, provided there is then no Default under the Lease (the "**Option to Convert Abated Rent**"), to shorten the Rent Abatement Period by up to six (6) months and to cause Landlord to increase the amount of the Turnkey Allowance by an amount (the "**Abated Rent Additional Allowance**") equal to the amount of rent which was not abated due to Tenant's exercise of the Option to Convert Abated Rent. If Tenant desires to exercise the Option to Convert Abated Rent, Tenant shall deliver written notice of such election to Landlord no later than the date on which the initial Cost Estimate is approved by Tenant, time being of the essence, which notice shall specify Tenant's desired amount of Abated Rent Additional Allowance. If Tenant exercises the Option to Convert Abated Rent, then (i) the commencement of the Rent Abatement Period shall be postponed by the period of time required, as is reasonably determined by Landlord, so that the total amount of the Abated Rent equals the original value of the Abated Rent minus the amount of the Abated Rent Additional Allowance, (ii) the amount of the Turnkey Allowance shall be increased by the amount of the Abated Rent Additional Allowance specified in Tenant's notice, (iii) for all purposes under this Work Letter and the Lease, the term "Turnkey Allowance" shall be deemed to include the amount of the Abated Rent Additional Allowance specified in Tenant's notice; and (iv) Landlord and Tenant shall promptly enter into an amendment to the Lease memorializing the foregoing.

(d) The Turnkey Allowance, including any Abated Rent Additional Allowance, shall be available solely to pay for the actual, documented Hard Costs (hereinafter defined) of the Work and shall not be available to pay for the Soft & FF&E Costs (hereinafter defined), or as a rent credit, or for any other purpose. Notwithstanding the foregoing, if after the Work is complete and fully paid for any portion of the Turnkey Allowance remains unapplied (the “**Unapplied Portion**”), then Tenant may use the Unapplied Portion (a) in an amount not to exceed \$2,800,000 plus the Abated Rent Additional Allowance, toward Soft and FF & E Costs, and/or (b) in an amount not to exceed \$777,525.00, upon ten (10) days’ prior written notice to Landlord, toward Base Rent next coming due under the Lease.

(e) As a condition to any obligation of Landlord to pay any portion of Landlord’s contribution to any person or entity having a contractual relationship with Tenant, having performed work or services constituting part of the Work, and having a lienable claim against the Building or any portion thereof, Tenant shall procure such lien waivers, contractors’ affidavits and sworn statements as Landlord may reasonably require.

4. **Delays in Work.** Landlord shall use commercially reasonable efforts to complete the Work on or before the Target Delivery Date. Notwithstanding the date provided in the Lease for the commencement of the Term thereof, the Commencement Date shall not occur until Landlord shall have substantially completed all Work to be performed by Landlord as set forth in Paragraph 1 hereof (or all of the Work is deemed to be substantially complete pursuant to Paragraph 5(c) below); provided, however, that if Landlord shall be delayed in substantially completing the Work for any reason set forth in the following subparagraphs (a) through (h) (“**Tenant Delay**”), then the Commencement Date shall be the date on which the Work would have been substantially complete but for Tenant Delay:

(a) Tenant’s failure to approve the Architectural Plans or provide any information required for the preparation of the Architectural Plans as and when required hereby, or

(b) Tenant’s failure to approve the initial or any revised Cost Estimate within the time periods prescribed herein for such approval, or

(c) Tenant’s request for or use of materials, finishes or installations or construction procedures which result in delay in completion of the Work, or

(d) Tenant’s failure to pay for any portion of the Work as and when payable by Tenant hereunder, or

(e) Tenant’s changes in the Work or the Plans (notwithstanding Landlord’s approval of any such changes) after approval by Landlord, or

(f) Landlord’s reasonable determination that base building modifications are necessary in order to accommodate the Work, or

(g) The entry by Tenant or Tenant's Contractors, as defined in Paragraph 6 below, in or about the Premises or Building, or

(h) Any other act, omission or delay by Tenant, its agents, contractors or persons employed by any of such persons delaying substantial completion of the Work.

Landlord shall notify Tenant promptly after Landlord obtains actual knowledge of any Tenant Delay.

5. **Completion – Punch List.**

(a) The Work shall be substantially complete when Landlord's architect certifies that all the Work described in the Plans has been substantially completed, except for Punch List items. When Landlord's architect considers the Work to be substantially complete or about to be substantially completed, Landlord shall notify Tenant as to the date or anticipated date of substantial completion and of a reasonable time and date for inspection of the Work. If such time and date are not reasonably acceptable to Tenant, Landlord and Tenant shall mutually agree upon another time and date, provided that Tenant shall not unreasonably delay such inspection. Tenant agrees to inspect the Premises at such time and on such date and to execute at the time of such inspection Landlord's form of inspection report which shall be prepared by Landlord's architect, in consultation with Tenant's construction manager, and shall list items that are as not yet completed or completed in accordance with the Plans and any additional items which Landlord and Tenant, in good faith, agree are not yet completed or not completed in accordance with the Plans (a "**Punch List**"). If Tenant does not appear for inspection on the date designated or agreed upon, Tenant shall be deemed to have accepted the Premises as substantially completed and the Punch List shall be deemed to consist of only the items listed by Landlord's architect as not yet completed. In the event of any dispute as to whether Landlord has substantially completed the Work, the decision of Landlord's architect shall be final and binding on the parties. Tenant agrees that, at the request of Landlord from time to time after the initial inspection, Tenant shall initial such Punch List or execute revised Punch Lists to reflect completion or partial completion of prior Punch List items.

(b) Landlord shall promptly complete or cause to be completed all items on the Punch List. At any time after substantial completion of the Work and prior to completion of the Punch List, Landlord may enter the Premises to complete Punch List items, and such entry by Landlord, its agents, employees or contractors for such purpose shall not constitute an actual or constructive eviction, in whole or in part, or entitle Tenant to any abatement or diminution of rent, or relieve Tenant from any of its obligations under the Lease, or impose any other liability upon Landlord, its agents, employees or contractors.

(c) Intentionally omitted.

(d) The phrases “substantial completion” or “substantially complete” shall mean that the Work has been completed, except for Punch List items, and any applicable governmental inspectors have signed off as to the completion of the Work, except for Punch List items, to the extent such sign off is required before Tenant is permitted to occupy the Premises under applicable law. The Work shall be deemed to be substantially complete on the date on which the Work would have been substantially complete but for Tenant Delay or on such earlier date as the Work shall be deemed to be substantially complete pursuant to Paragraph 5I above.

6. **Access by Tenant Prior to Commencement of Term.**

(a) Landlord, at Landlord’s sole discretion, may permit Tenant and Tenant’s agents, suppliers, contractors, subcontractors and workmen (collectively, “**Tenant’s Contractors**”), who have been approved by Landlord as hereinafter provided, to enter the Premises prior to the Commencement Date to enable Tenant to install carpeting or do such other things as may be required by Tenant to make the Premises ready for Tenant’s occupancy.

(b) Tenant shall notify Landlord of the identity of Tenant’s Contractors not less than three (3) business days prior to the initial entry into the Premises by any such Tenant’s Contractors, and Landlord shall have the right to approve or disapprove any of Tenant’s Contractors, which such approval shall not be unreasonably withheld, conditioned or delayed (provided that it shall not be unreasonable for Landlord to withhold its approval of non-union contractors).

(c) Tenant agrees that if permission is granted Tenant for early entry under this Paragraph 6, then (i) Tenant and Tenant’s Contractors and their activities in the Premises and Building will not interfere with or delay the completion of the Work to be done by Landlord and will not interfere with other construction by Landlord, its contractors, subcontractors and their agents and employees or occupants of the Building and their contractors’ in or about the Premises or Building, and (ii) Landlord, its contractors, subcontractors and their agents and employees, shall have priority over Tenant and Tenant’s Contractors in performing work within the Premises or Building, including, without limitation, the use of hoists and elevators.

(d) Landlord shall have the right to withdraw its permission given under this Paragraph 6 upon written or oral notice to Tenant if Landlord determines that any interference or delay has been or may be caused. Tenant agrees that any such entry into the Premises shall be at Tenant’s own risk and Landlord shall not be liable in any way for any injury, loss or damage which may occur to any of the Tenant’s property or installations made in the Premises.

(e) Tenant shall promptly pay to each of Tenant’s Contractors when due the cost of all Work done by such Tenant’s Contractor and, if required by Landlord, shall deliver to Landlord evidence of payment to each such party, together with contractors’

affidavits, partial and full and final waivers of all liens for labor, service or materials and such other documents as Landlord may request.

(f) Any work performed by Tenant or Tenant's Contractors shall be done in a first-class, workmanlike manner using only first-class grades of materials and shall comply with all of Landlord's rules and requirements and. All applicable laws, ordinances, rules and regulations of governmental departments or agencies.

(g) Tenant agrees to protect, defend, indemnify and save harmless Landlord and its officers, directors, employees and agents from all liabilities, costs, damages, fees and expenses arising out of or connected with the activities of Tenant or Tenant's Contractors in or about the Premises or Building related to matters set forth in this Exhibit B, including, without limitation, the cost of any repairs to the Premises or Building necessitated by such activities of Tenant or Tenant's Contractors. In addition, prior to the initial entry into the Building or the Premises by Tenant or any of Tenant's Contractors, Tenant shall furnish Landlord, at Tenant's sole cost, with policies of insurance required by the Lease and with any additional insurance covering Landlord, its officers, directors, employees and agents of each of the foregoing, as insured parties, with such coverages and in such amounts as Landlord may then reasonably require, in order to insure Landlord, and its officers, directors, employees and agents of each of the foregoing, against loss or liability for injury or death or damage to property arising out of or connected with any activities of Tenant or Tenant's Contractors.

(h) All of the terms and conditions of the Lease (except the covenant to pay Rent, which shall not apply until the Commencement Date or the date Tenant commences its business operations in the Premises, whichever shall first occur) shall be binding upon Tenant from and after any entry into the Building or the Premises by Tenant or any of Tenant's Contractors, including, without limitation, the provisions of Section 12 of the Lease regarding mechanics' liens.

7. **Miscellaneous.**

(a) The Work shall be done by Landlord, or its designees, contractors or subcontractors, in accordance with the terms, conditions and provisions herein contained; and shall be performed in a good and workmanlike manner using Building standard grades of materials. The Work shall be performed in compliance with all laws, rules regulations and building codes.

(b) Tenant shall furnish Landlord with a written list of Tenant's authorized construction representatives for the Work. Without the signature of such an authorized construction representative on any change order or other document on behalf of Tenant related to the Work, Landlord shall have no obligation to act upon or alter the Work based upon such change order or other document. Tenant may from time to time change or add to the list of authorized construction representatives by giving Landlord written notice of the addition or change.

(c) Except as expressly set forth herein or in the Lease, Landlord has no agreement with Tenant and has no obligation to do any other work with respect to the Premises. Any other work in the Premises which Tenant may be permitted by Landlord to perform prior to the Commencement Date shall be done at Tenant's sole cost and expense and in accordance with the terms and conditions of the Lease, and the terms and provisions of Paragraph 6 of this Work Letter and such other requirements as Landlord deems necessary or desirable. Any additional work or alterations to the Premises desired by Tenant after the Commencement Date shall be subject to the provisions of the Lease.

(d) If the Plans for the Work require the construction and installation of more fire hose cabinets or telephone/electrical closets than the number regularly provided by Landlord in the core of the Building in which the Premises are located, Tenant agrees to pay all actual costs and expenses arising from the construction and installation of such additional fire hose cabinets or telephone/electrical closets as part of the Cost of the Work hereunder (subject to the application of the Turnkey Allowance).

(e) Time is of the essence under this Work Letter.

(f) This Work Letter shall not be deemed applicable to any additional space added to the original Premises at any time or from time to time, whether by any options under the Lease or otherwise, or to any portion of the original Premises or any additions thereto in the event of a renewal or extension of the original term of the Lease, whether by any options under the Lease or otherwise, unless expressly so provided in the Lease or any amendment or supplement thereto.

(g) Tenant's failure to pay any amounts owed by Tenant hereunder when due or Tenant's failure to perform its obligations hereunder beyond any applicable notice and cure periods shall also constitute a Default under the Lease and Landlord shall have all the rights and remedies granted to Landlord under the Lease for nonpayment of any amounts owed thereunder or failure by Tenant to perform its obligations thereunder, unless otherwise specified herein. Notices under this Work Letter shall be given in the same manner as under the Lease.

(h) The limitation on Landlord's liability set forth in Section 48 of the Lease is hereby incorporated into this Work Letter, and Landlord's liability hereunder or under any amendment hereto or any instrument or document executed in connection herewith shall, accordingly, be limited to Landlord's interest in the Building.

(i) The Work shall be performed in compliance with all applicable laws, codes, rules and regulations, including, without limitation the Americans with Disabilities Act, and all laws relating to the presence of Hazardous Materials on the Premises.

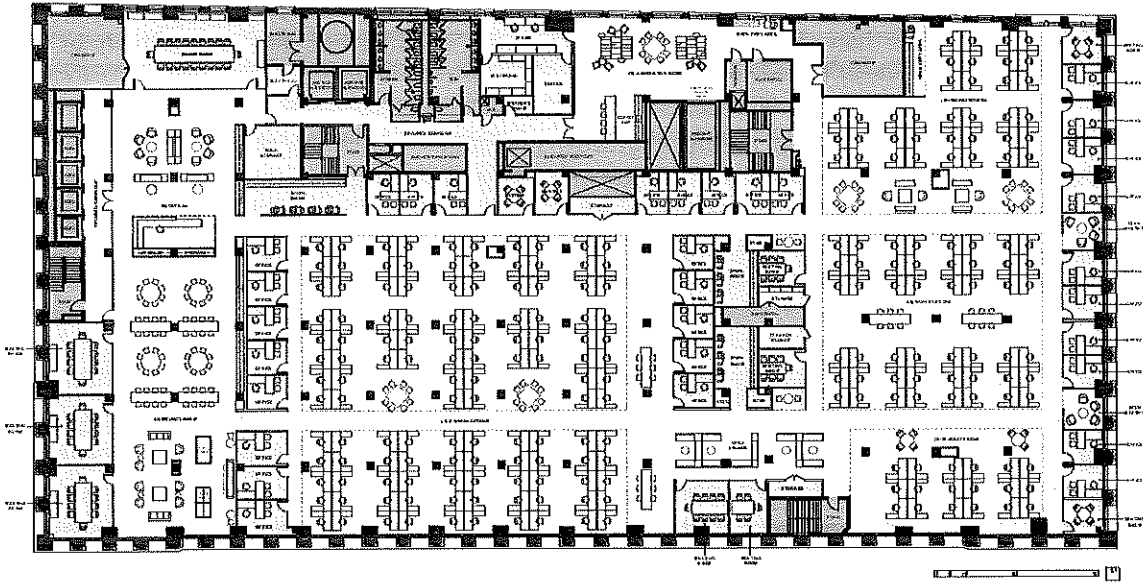
(j) Landlord's contract for the Work will contain a warranty in customary form that the Work shall be free from defects in workmanship and materials, which warranty shall be effective for one (1) year following substantial completion thereof.

Landlord shall enforce such warranty in a commercially reasonable manner on Tenant's behalf.

EXHIBIT B-1

SPACE PLAN

CSG SPACE PLAN



CSG | 29 MARCH 2019

EASTLAKE STUDIO

*All furniture shown hereon is for informational purposes only and is not included in the scope of the Work.

[END OF WORK LETTER]

B-1-1

EXHIBIT C

RULES AND REGULATIONS

1. The sidewalks, entry passages, corridors, halls, elevators and stairways shall not be obstructed by Tenant or used for any purpose other than that of ingress and egress. The floors, skylights and windows that reflect or admit light into any place in the Building shall not be covered or obstructed by Tenant. The toilets, drains and other water apparatus shall not be used for any other purpose than those for which they were constructed and no rubbish or other obstructing substances shall be thrown therein.

2. No advertisement, signs, pictures, placards or other notice shall be inscribed, painted or affixed on any part of the outside or inside of the Building, except upon the doors, and of such order, size and style, and at such places, as shall be approved and designated by Landlord, subject to the terms of the Lease. Interior signs on doors will be ordered for Tenant by Landlord, the cost thereof to be charged to and paid for by Tenant.

3. Tenant shall not do or permit to be done in the Premises, or bring or keep anything therein, which shall in any way increase the rate of insurance carried by Landlord on the Building, or on the Property, or obstruct or interfere with the rights of other tenants or in any way injure or annoy them, or violate any applicable laws, codes or regulations. Tenant, its agents, employees or invitees shall maintain order in the Premises and the Building, shall not make or permit any improper noise in the Premises or the Building or interfere in any way with other tenants, or those having business with them. Nothing shall be thrown by Tenant, its clerks or servants, out of the windows or doors, or down the passages or skylights of the Building. No rooms shall be occupied or used as sleeping or lodging apartments at any time. No part of the Building shall be used or in any way appropriated for gambling, immoral or other unlawful practices, and no intoxicating liquor or liquors shall be sold in the Building.

4. Tenant shall not employ any persons other than the janitors of Landlord (who will be provided with pass-keys into the offices) for the purpose of cleaning or taking charge of the Premises, except as may be specifically provided otherwise in the Lease.

5. No animals (except for specially trained service dogs that are trained by a certified school for seeing-eye, hearing, or guide dogs and that provide assistance to those who are blind, have a visual disability, are deaf or have another physical disability [i.e., a physiological deficiency or defect that renders the person unable to move around without aid, or limits the ability to walk, climb, ascend, sit, rise, or perform related functions]) of any kind shall be brought into or kept in or about the Premises or the Building, including, without limitation, emotional support animals that provide a sense of safety, companionship, and comfort to those with psychiatric or emotional disabilities or conditions.

6. No bicycles or other vehicles shall be allowed in the offices, halls, corridors, elevators or elsewhere in the Building, without the approval of Landlord.

7. No painting shall be done, nor shall any alterations be made to any part of the Building or the Premises by putting up or changing any partitions, doors or windows, nor shall there be any nailing, boring or screwing into the woodwork or plastering (except for the installation of pictures and standard office equipment and decoration within the Premises), nor shall any connection be made in the electric wires or gas or electric fixtures, without the consent in writing on each occasion of Landlord. All glass, locks and trimmings in or upon the doors and windows of the Building shall be kept whole and, when any part thereof shall be broken by Tenant or Tenant's agent, the same shall be immediately replaced or repaired by Tenant (subject to Tenant's compliance with Section 21 of the Lease) and put in order under the direction and to the satisfaction of Landlord, or its agents, and shall be kept whole and in good repair. Tenant shall not injure, overload, or deface the Building, the woodwork or the walls of the Premises, nor carry on upon the Premises any noxious, noisy or offensive business.

8. Tenant shall procure and pay for all keys for the Premises and Tenant shall deliver duplicates of all keys to Landlord at Tenant's expense. No additional locks or latches shall be put upon any door and no locks shall be changed without the written consent of Landlord. Tenant, at the termination of their Lease, shall return to Landlord all keys to doors in the Building. Tenant shall not alter locks or install new locks without approval from Landlord.

9. Landlord in all cases retains the power to prescribe the weight and position of iron safes or other heavy articles in the Premises. Tenant shall make arrangements with the superintendent of the Building when the elevator is required for the purpose of the carrying of any kind of freight.

10. The use of burning fluid, camphene, benzene, kerosene or anything except gas or electricity, for lighting the Premises, is prohibited. No offensive gases or liquids will be permitted.

11. If Tenant desires blinds, coverings or drapes over the windows, they must be of such shape, color and material as may be prescribed by Landlord, and shall be erected only with Landlord's consent and at the expense of Tenant. No awnings shall be placed on the Building. Window covering shall be closed when the effect of sunlight would impose unnecessary loads on the air conditioning system.

12. All wiring and cabling work shall be done only by contractors approved in advance by Landlord and Landlord shall have the right to have all such work supervised by Building engineering/maintenance personnel. Except as expressly provided in the Lease, no antenna or cabling shall be installed on the roof or exterior walls of the Building.

13. The freight elevator shall be available for use by all tenants in the Building subject to such reasonable scheduling as Landlord in its discretion shall deem appropriate. The persons employed to move such equipment in or out of the Building must be acceptable to Landlord and any costs reasonably and actually incurred by Landlord shall be reimbursed by Tenant.

14. Canvassing, peddling, soliciting and distribution of handbills or any other written materials in the Building are prohibited and each tenant shall cooperate to prevent the same.

15. Each tenant shall ensure that all doors to its premises are locked and all water faucets or apparatus and office equipment are shut off before the tenant or its employees leave such premises at night. On multiple tenancy floors, all tenants shall keep the doors to the Building corridors closed at all times except for ingress and egress.

16. Each tenant shall store its refuse within its Premises. No material shall be placed in the refuse boxes or receptacles if such material is of such a nature that it may not be disposed of in the ordinary and customary manner of removal without being in violation of any law or ordinance governing such disposal.

17. Tenant and its employees shall not (and Tenant shall endeavor to cause its agents, visitors or licensees to not) at any time place, leave or discard any rubbish or paper in the corridors or passageways within Common Areas except in receptacles specifically provided therefor. Tenant shall not place articles or objects in corridors or passageways within Common Areas without Landlord's consent, not to be unreasonably withheld or delayed.

18. Any hand trucks, carryalls or similar appliances used for the delivery or receipt of merchandise or equipment shall be equipped with rubber tires, side guards and such other safeguards as Landlord shall reasonably require.

19. Except in case of emergency or service outage, Tenant shall not enter or permit any of its employees or contractors to enter any portions of the roof of the Building or any portions of the riser space within the Building (excluding any such riser space dedicated to Tenant) unless Tenant has provided prior written notice to Landlord and presented Landlord with such information as Landlord shall reasonably request establishing Tenant's need to access any such area.

20. The use of space heaters is prohibited.

21. No freight, furniture or bulky matter of any description will be received into the Building or carried into the elevators except in such a manner, during such hours and using such elevators and passageways as may be approved by Landlord, and then only upon having been scheduled in advance.

22. Any person in the Building will be subject to identification by employees and agents of Landlord. All persons leaving or entering the Building shall comply with the access control procedures of the Building. Tenant shall keep doors to unattended areas locked and shall otherwise exercise reasonable precautions to protect property from theft, loss, or damage. Landlord shall not be responsible for the theft, loss, or damage of any property with regard to the admission to the Property of any person.

23. Landlord shall have the right to prohibit any advertising by Tenant which, in Landlord's reasonable opinion, tends to impair the reputation of the Building or its desirability

for offices, and, upon written notice from Landlord, Tenant will refrain from or discontinue such advertising. In no event shall Tenant, without the prior written consent of Landlord, use the name of the Building or use pictures or illustrations of the Building.

24. Tenant shall not mark, paint, drill into, or in any way deface any part of the common areas.

25. Tenant shall not use the Premises or permit the Premises to be used for photographic, multilith or multigraph reproductions, except in connection with its own business and not as a service for others.

26. Tenant shall at all times keep the Premises neat and orderly.

27. Tenant shall not operate or permit to be operated any musical or sound producing instrument or device inside or outside the Premises which may be heard outside the Premises, or operate any electrical device from which may emanate electrical waves which may interfere with or impair radio or television broadcasting or reception from or in the Building or elsewhere.

28. Tenant shall appoint a floor warden from Tenant's organization and shall notify Landlord in writing of the identity of the person so appointed.

Landlord reserves the right to make such other and reasonable rules and regulations as in its judgment may from time to time be needed for the safety, care and cleanliness of the Building and for the preservation of good order therein; provided, however, that rules and regulations shall not materially increase Tenant's obligations or materially decrease Tenant's rights under this Lease.

EXHIBIT D

COMMENCEMENT DATE LETTER

This Commencement Date Letter is by and between **OND PROPERTY LLC** (“Landlord”) and _____ (“Tenant”).

1. The Term commenced on _____, 20__.
2. The Term will expire on _____, 20__.
3. [The Extension Notice must be delivered no later than _____, 20__.]
4. [The Termination Notice must be delivered no later than _____, 20__.]
5. [The Rent Abatement Period is from _____, 20__ to _____, 20__.]

6. Tenant acknowledges that the leasehold improvements required to be performed by Landlord have been completed in accordance with the terms of the Lease and Tenant accepts such work and the Premises, subject to any punch list items being completed.

7. Tenant acknowledges that all conditions precedent to the commencement of the Term have occurred and that the Lease is in full force and effect.

8. There are no existing defenses or offsets which, as of the date hereof, Tenant has against the enforcement of the Lease by Landlord.

EXECUTED on the _____ day of _____, 20__.

OND PROPERTY LLC,
a Delaware limited liability company

By: **MB Real Estate Services Inc.**, its agent
By: _____
Name: _____
Title: _____

TENANT:
_____, a(n)

By: _____
Name: _____
Title: _____

EXHIBIT E

GREEN LEASE REQUIREMENTS

1. Cooperation and works:

a. Environmental initiatives:

Recycling. Tenant agrees to recycle the following items: (i) Paper; (ii) Cardboard; (iii) Plastics; (iv) Aluminum Cans/Metals; and (v) Glass. Take appropriate measures for the safe collection, storage, and disposal of: (vi) batteries, (vii) mercury-containing lamps, and (viii) electronic waste.

Refrigerants. For new installations of HVAC equipment and any other equipment that contains more than 0.5 pounds of refrigerant the Tenant shall install mechanical cooling equipment free of ozone depleting substances. No use of CFC-based refrigerants is permitted. Tenant is not permitted to install fire suppression systems with CFCs or HCFCs.

b. Enabling upgrade works:

Lighting. For new installation and whenever lighting systems are being replaced, the Tenant shall install lighting systems that reduce connected lighting power density by 5% below ASHRAE90.1-2010.

Equipment. Install ENERGY STAR appliances, office equipment, electronics, and commercial food service equipment for 50% (by rated-power) of the total ENERGY STAR eligible products.

c. Sustainability management collaboration:

Responsible Party. Tenant agrees to designate a Responsible Party who will be responsible for developing, implementing and monitoring sustainable measures.

d. Premises design for performance:

Raw Materials. For Tenant fit-outs or renovations of Tenant's space, use at least 20 different permanently installed products from at least 5 different manufactures that have publicly released a report from their raw material suppliers which include raw material supplier extraction locations, a commitment to long-term ecologically responsible land use, a commitment to reducing environmental harms from extraction and/or manufacturing processes, and a commitment to meeting applicable standards or programs voluntarily that address responsible sourcing criteria.

Wood Products. For all new installations of wood products, the Tenant is encouraged to use independently certified forest products. For information on certification and certified wood products, refer to the Forest Stewardship Council United States (www.fscus.org).

e. Managing waste from works:

Construction Waste. For Tenant fit-outs and renovation work, Tenant will implement a waste policy addressing the safe storage, recycling and diversion of waste associated with work. Each work should establish a minimum 50% waste diversion goal, target five materials for diversion, approximate the volume of waste anticipated, and identify waste diversion strategies to be used.

2. Management and consumption:

a. Energy management:

Energy and Water Usage. Tenant agrees to provide to Landlord, no less often than quarterly, information showing Tenant's monthly energy and water consumption data in connection with Tenant's use of the Premises, provided such information is available to Tenant, to be used by Landlord for purposes of monitoring and improving building efficiencies, and pursuant to reporting requirements of the USGBC and Energy Star Programs. Tenant shall not be required to prepare or furnish any information that is not otherwise maintained by Tenant in the ordinary course of business.

b. Water management:

Plumbing Fixtures. For all newly installed toilets, urinals, private lavatory faucets, and showerheads that are eligible for labeling be WaterSense labeled.

c. Waste management:

E-Waste Program. The Property Manager will provide each tenant free access to a turn-key battery recycling program (such as The Big Green Box) that includes a recycled battery deposit box that is shipped directly to the recycling company with the postage prepaid by the Property Manager. Replacement battery deposit boxes are available to all Occupants upon request to the Property Manager.

Mercury Containing Lamps. The Property Manager will collect and store all mercury containing lamps for recycling. Lamps to be recycled will be stored at the loading dock.

d. Indoor environmental quality management:

Ventilation. Mechanical ventilation systems must be designed and maintained to meet the outdoor air intake flow rates of ASHRAE Standard 62.1-2010, Sections 4-7, Ventilation for Acceptable Indoor Air Quality (with errata).

Smoking. Smoking is prohibited within the Premises and within 25 feet of entries, outdoor air intakes, and operable windows.

e. Sustainable procurement:

Purchasing. Tenant will implement an environmentally preferable purchasing policy for products purchased during regular operations including the following: ongoing purchases (the five most purposed product categories based on annual purchases, paper, toner cartridges, binders, batteries, desk accessories and lamps (indoor and outdoor hard-wired and portable fixtures)) and durable goods (office equipment, appliances, audiovisual equipment and electric powered equipment).

f. Sustainable utilities:

Renewable energy. Tenant is encouraged to purchase renewable energy credits (RECs) equivalent to 35% of spaces electrical consumption.

g. Sustainable transport:

Incentives for public transportation. Tenant is encouraged to provide discount to employee transportation cards in order to incentivize the use of public transportation.

h. Sustainable cleaning:

Green Cleaning. Tenant agrees to participate in the base building's Green Cleaning Program and will include documentation of cleaning procedures, materials, and services for the cleaning of the Tenant space. Tenant shall not be required to prepare or furnish any information that is not otherwise maintained by Tenant in the ordinary course of its business.

3. Reporting and standards:

a. Information sharing:

Energy and Water Usage. Tenant agrees to provide to Landlord, no less often than quarterly, information showing Tenant's monthly energy and water consumption data in connection with Tenant's use of the Premises, provided such information is available to Tenant, to be used by Landlord for purposes of monitoring and improving building efficiencies, and pursuant to reporting requirements of the

USGBC and Energy Star Programs. Tenant shall not be required to prepare or furnish any information that is not otherwise maintained by Tenant in the ordinary course of business.

b. Performance and design/development rating:

LEED for Commercial Interiors. The Tenant is encouraged to pursue LEED Commercial Interiors certification for the build-out or renovation of space.

LEED for Existing Building. Tenant agrees to participate in the base building's LEED for Building certification/recertification.

c. Performance standards:

Maintenance Vendors. The Tenant's maintenance vendors shall comply with all the base buildings operational plans including but not limited to: green cleaning program, sustainable purchasing plan, sustainable waste plan, etc.

d. Metering:

Energy Metering. Tenant is encouraged to install new or use existing space-level energy meters or submeters that can be aggregated to provide space-level data representing total building energy consumption (electricity, natural gas, chilled water, steam, fuel oil, propane, etc.).

e. Comfort:

Ventilation. Mechanical ventilation systems must be designed and maintained to meet the outdoor air intake flow rates of ASHRAE Standard 62.1-2010, Sections 4-7, Ventilation for Acceptable Indoor Air Quality (with errata).

Smoking. Smoking is prohibited within the Premises and within 25 feet of entries, outdoor air intakes, and operable windows.

EXHIBIT F
INTENTIONALLY OMITTED

EXHIBIT G

FORM OF GUARANTY

THIS GUARANTY (the “**Guaranty**”) is made and entered into as of this ____ day of _____, 2019, by the undersigned (“**Guarantor**”) who, having received a copy of that certain Lease of even date herewith (the “**Lease**”), between **OND PROPERTY LLC**, a Delaware limited liability company (“**Landlord**”), and CSG Systems, Inc., a Delaware limited liability company (“**Tenant**”), for space at One North Dearborn Street, Chicago, Illinois, has examined the Lease and is familiar with all the terms, covenants and provisions contained therein, and as an inducement to Landlord to enter into the Lease, does hereby absolutely, unconditionally and irrevocably guarantee to Landlord: (i) the full and prompt payment of all Rent and all other sums and charges payable by Tenant under the Lease; (ii) the full and timely performance and observance of all of the covenants, terms, conditions, and agreements therein provided to be performed and observed by Tenant; (iii) the full and prompt payment of all costs, expenses and reasonable attorneys’ fees incurred by Landlord in enforcing the Lease and/or this Guaranty; and (iv) the full and prompt payment to Landlord of the amount of any payments made to Landlord which are recovered from Landlord by a trustee, receiver or creditor of Guarantor or Tenant pursuant to applicable law; and Guarantor hereby covenants and agrees to and with Landlord that if default shall at any time be made by Tenant in the payment of any Rent or any other sum or charge payable by Tenant under the Lease, or if Tenant should default in the performance and observance of any of the covenants, terms, conditions, or agreements contained in the Lease, Guarantor will forthwith pay such Rent and such other sums and charges to Landlord, and any arrears thereof, and shall forthwith faithfully perform and fulfill all of such terms, covenants, conditions, and agreements.

Guarantor further agrees as follows:

1. This Guaranty is an absolute, unconditional and irrevocable guaranty of payment and of performance, and not of collection. It shall be enforceable against Guarantor without the necessity of any suit or proceedings on Landlord’s part of any kind or nature whatsoever against Tenant and without the necessity of any notice of nonpayment, nonperformance or nonobservance or of any notice of acceptance of this Guaranty or of any other notice or demand to which Guarantor might otherwise be entitled, all of which Guarantor hereby expressly waives; and Guarantor hereby expressly agrees that the validity of this Guaranty and the obligations of Guarantor hereunder shall in no way be terminated, affected, diminished, or impaired by reason of the assertion or the failure to assert by Landlord against Tenant, or against Tenant’s successors and assigns, any of the rights or remedies reserved to Landlord pursuant to the provisions of the Lease or by relief of Tenant from any of Tenant’s obligations under the Lease or otherwise, including, without limitation, the rejection of the Lease in connection with proceedings under the bankruptcy laws now or hereafter in effect.

2. The failure of Landlord to insist in any one or more instances upon strict performance or observance of any of the terms, provisions, or covenants of the Lease or to exercise any right therein contained shall not be construed or deemed to be a waiver or

relinquishment for the future of such term, provision, covenant or right, but the same shall continue and remain in full force and effect. Receipt by Landlord of Rent or other payments with knowledge of the breach of any provision of the Lease shall not be deemed a waiver of such breach.

3. Guarantor's liability hereunder shall be primary, and that in any right to action which shall accrue to Landlord under the Lease, Landlord may, at its option, proceed against the undersigned and Tenant, jointly and severally, and may proceed against the undersigned without having commenced any action or having obtained any judgment against Tenant.

4. This Guaranty shall be a continuing guaranty and the liability of Guarantor hereunder shall in no way be affected, modified or diminished by reason of any assignment, renewal, modification, or extension of the Lease or by reason of any modification or waiver of or change in any of the terms, covenants, conditions, or provisions of the Lease, or by reason of any extension of time that may be granted by Landlord to Tenant, or a changed or different use of the Premises, or by reason of any dealings or transactions or matters or things occurring between Landlord and Tenant, whether or not notice thereof is given to Guarantor.

5. Guarantor hereby unconditionally waives (a) presentment, notice of dishonor, protest, demand for payment, and all notices of any kind, including, without limitation, notice of acceptance hereof; notice of nonpayment, non-performance, or other default under the Lease; and notice of any action taken to collect upon or enforce any of the terms and provisions of the Lease; (b) any subrogation to the rights of Landlord against Tenant until all of the obligations of Tenant under the Lease have been fully complied with and the Lease has expired or terminated and such payments made by Guarantor are not subject to a right of recovery; (c) all suretyship defenses; and (c) any setoffs or counterclaims against Landlord which would otherwise impair Landlord's rights against Guarantor hereunder.

6. The assignment by Landlord of the Lease and/or the rents, profits, avails, and/or proceeds thereof made either with or without notice to Guarantor shall in no manner whatsoever release Guarantor from any liability as Guarantor.

7. All actions or proceedings arising directly or indirectly hereunder may, at the option of Landlord, be litigated in courts having situs within the State of Illinois and Guarantor hereby expressly consents to the jurisdiction of any local, state or federal court located within the State of Illinois and consents that any service of process in such action or proceeding may be made by personal service upon any Guarantor wherever Guarantor may then be located or by certified or registered mail to Guarantor at the address specified below Guarantor's signature.

8. Upon the filing of a petition under any section or chapter of Title 11 of the United States Code or under any similar federal or state bankruptcy law or statute by or against Guarantor (said included bankruptcy filing as aforesaid is hereinafter referred to as the "**Bankruptcy Filing**"), any automatic stay or other injunction against Landlord resulting from the Bankruptcy Filing shall be immediately and automatically modified and terminated with respect to Landlord, without further notice, hearing or said order of court, so that Landlord may

proceed to exercise its rights and remedies against any property pledged to Landlord to secure the Lease in accordance with applicable law as if no such filing had taken place. Guarantor will not contest (i) any motion or application of Landlord made in any court of competent jurisdiction seeking enforcement of this paragraph or otherwise seeking modification or termination of such automatic stay or other injunction in a manner consistent herewith, or (ii) any motion or application of Landlord made in any court of competent jurisdiction seeking the appointment of a receiver after the Bankruptcy Filing. Guarantor acknowledges and agrees that Landlord is specifically relying upon the covenants and agreements of Guarantor contained in this paragraph and that such covenants and agreements constitute a material inducement to Landlord's entering into the Lease.

9. All of Landlord's rights and remedies under the Lease or under this Guaranty are intended to be distinct, separate and cumulative and no such right or remedy therein or herein mentioned is intended to be in exclusion of or a waiver of any of the others.

10. Notice of acceptance of this Guaranty and any obligations or liabilities contracted or incurred by Tenant are all hereby waived by the Guarantor.

11. This Guaranty shall be governed by and construed in accordance with the laws of the State of Illinois.

12. All of the provisions of this Guaranty shall inure to the benefit of Landlord and its grantees, successors and assigns and shall inure to the benefit of any future owner of the fee title of which the Premises are a part, and all the provisions of this Guaranty shall be binding upon Guarantor and its heirs, legal representatives, successors, and assigns.

13. If Guarantor consists of more than one person or entity, each person or entity comprising Guarantor shall be jointly and severally liable with every other person or entity comprising Guarantor. The death, resignation or withdrawal of any Guarantor from any partnership, association, corporation or other entity comprising Tenant shall not release the liability of any other Guarantor unless and until Landlord shall have consented in writing to such release.

14. Initially capitalized terms used but not otherwise defined herein have the same meanings given them in the Lease.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned has executed this Guaranty as of the date first above written.

GUARANTOR:

CSG SYSTEMS INTERNATIONAL, INC, a
Delaware corporation

By: _____

Name: _____

Title: _____

Address: _____

STATE OF)
) SS.:
COUNTY OF)

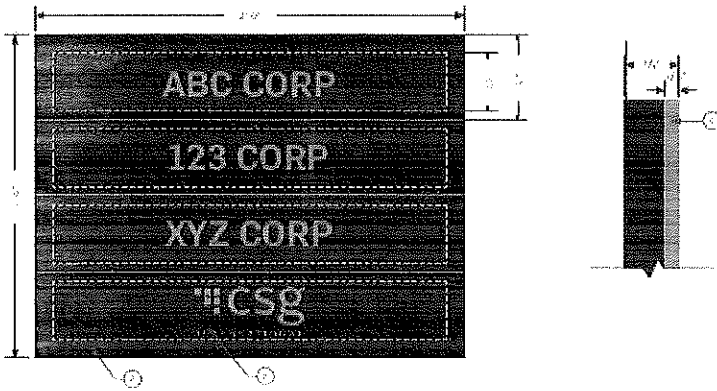
I, _____, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that _____, personally known to me to be the _____ of CSG Systems International, a corporation of the State of Delaware, whose name is subscribed to the within instrument, appeared before me this day in person and acknowledged that as such _____ he signed and delivered the said instrument as _____ of said corporation as his free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this ____ day of _____, 2019.

Notary Public

EXHIBIT H
PLAQUE SIGN

EXTERIOR - TENANT SIGNAGE - BRONZE



SEE THE CONSTRUCTION DRAWING FOR DESIGN AND MATERIAL SPECIFICATIONS FOR THE FIELD AND MOUNTING. THIS DRAWING IS TO BE PROVIDED BY THE CLIENT.

ALL SHOP DRAWINGS TO BE PROVIDED BY THE CLIENT TO THE ARCHITECT.

INSTALLATION AND MOUNTING TO BE PROVIDED BY THE CLIENT. THE ARCHITECT SHALL BE RESPONSIBLE FOR THE INSTALLATION OF THE SIGN ON THE BUILDING.

NOTES

- 1. SIGNAGE TO BE BRONZE.
- 2. SIGN TO BE MOUNTED TO THE BUILDING.
- 3. SIGN TO BE MOUNTED TO THE BUILDING WITH A MOUNTING BRACKET.

1 EXTERIOR - TENANT SIGNAGE - BRONZE DETAIL
Scale: 1/4" = 1'-0"

2 SECTION DETAIL
Scale: 1/4" = 1'-0"

DESIGN			ONE NORTH DEARBORN	NO. 100-100	100-100	100-100	100-100	100-100	100-100
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COMMENCEMENT DATE LETTER

This Commencement Date Letter is by and between **OND PROPERTY LLC** (“Landlord”) and **CSG SYSTEMS, INC.** (“Tenant”).

1. The Delivery Date is February 1, 2020.
2. The Term will commence on May 1, 2020.
3. The Term will expire on April 30, 2031.
4. The Extension Notice must be delivered no later than April 30, 2030.
5. The Termination Notice must be delivered no later than April 30, 2027.
6. The Rent Abatement Period is from October 2, 2020 to February 28, 2021.

Tenant acknowledges that the leasehold improvements required to be performed by Landlord have been completed in accordance with the terms of the Lease and Tenant accepts such work and the Premises, subject to any punch list items being completed.

Tenant acknowledges that all conditions precedent to the commencement of the Term have occurred and that the Lease is in full force and effect.


There are no existing defenses or offsets which, as of the date hereof, Tenant has against the enforcement of the Lease by Landlord.

EXECUTED on the 2 day of February, 2020.

LANDLORD:

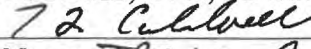
OND PROPERTY LLC, a Delaware limited liability company

By: **MB Real Estate Services Inc.**, its agent

By: 
Name: Michael J. Graham
Title: SVP / General Manager

TENANT:

CSG SYSTEMS, INC., a Delaware corporation

By: 
Name: TROY CALDWELL
Title: SR. Dir of Real Estate & Workplace Planning

GUARANTY

THIS GUARANTY (the "**Guaranty**") is made and entered into as of this 23 day of May, 2019, by the undersigned ("**Guarantor**") who, having received a copy of that certain Lease of even date herewith (the "**Lease**"), between **OND PROPERTY LLC**, a Delaware limited liability company ("**Landlord**"), and CSG Systems, Inc., a Delaware limited liability company ("**Tenant**"), for space at One North Dearborn Street, Chicago, Illinois, has examined the Lease and is familiar with all the terms, covenants and provisions contained therein, and as an inducement to Landlord to enter into the Lease, does hereby absolutely, unconditionally and irrevocably guarantee to Landlord: (i) the full and prompt payment of all Rent and all other sums and charges payable by Tenant under the Lease; (ii) the full and timely performance and observance of all of the covenants, terms, conditions, and agreements therein provided to be performed and observed by Tenant; (iii) the full and prompt payment of all costs, expenses and reasonable attorneys' fees incurred by Landlord in enforcing the Lease and/or this Guaranty; and (iv) the full and prompt payment to Landlord of the amount of any payments made to Landlord which are recovered from Landlord by a trustee, receiver or creditor of Guarantor or Tenant pursuant to applicable law; and Guarantor hereby covenants and agrees to and with Landlord that if default shall at any time be made by Tenant in the payment of any Rent or any other sum or charge payable by Tenant under the Lease, or if Tenant should default in the performance and observance of any of the covenants, terms, conditions, or agreements contained in the Lease, Guarantor will forthwith pay such Rent and such other sums and charges to Landlord, and any arrears thereof, and shall forthwith faithfully perform and fulfill all of such terms, covenants, conditions, and agreements.

Guarantor further agrees as follows:

1. This Guaranty is an absolute, unconditional and irrevocable guaranty of payment and of performance, and not of collection. It shall be enforceable against Guarantor without the necessity of any suit or proceedings on Landlord's part of any kind or nature whatsoever against Tenant and without the necessity of any notice of nonpayment, nonperformance or nonobservance or of any notice of acceptance of this Guaranty or of any other notice or demand to which Guarantor might otherwise be entitled, all of which Guarantor hereby expressly waives; and Guarantor hereby expressly agrees that the validity of this Guaranty and the obligations of Guarantor hereunder shall in no way be terminated, affected, diminished, or impaired by reason of the assertion or the failure to assert by Landlord against Tenant, or against Tenant's successors and assigns, any of the rights or remedies reserved to Landlord pursuant to the provisions of the Lease or by relief of Tenant from any of Tenant's obligations under the Lease or otherwise, including, without limitation, the rejection of the Lease in connection with proceedings under the bankruptcy laws now or hereafter in effect.

2. The failure of Landlord to insist in any one or more instances upon strict performance or observance of any of the terms, provisions, or covenants of the Lease or to exercise any right therein contained shall not be construed or deemed to be a waiver or relinquishment for the future of such term, provision, covenant or right, but the same shall continue and remain in full force and effect. Receipt by Landlord of Rent or other payments with knowledge of the breach of any provision of the Lease shall not be deemed a waiver of such breach.

3. Guarantor's liability hereunder shall be primary, and that in any right to action which shall accrue to Landlord under the Lease, Landlord may, at its option, proceed against the undersigned and Tenant, jointly and severally, and may proceed against the undersigned without having commenced any action or having obtained any judgment against Tenant.

4. This Guaranty shall be a continuing guaranty and the liability of Guarantor hereunder shall in no way be affected, modified or diminished by reason of any assignment, renewal, modification, or extension of the Lease or by reason of any modification or waiver of or change in any of the terms, covenants, conditions, or provisions of the Lease, or by reason of any extension of time that may be granted by Landlord to Tenant, or a changed or different use of the Premises, or by reason of any dealings or transactions or matters or things occurring between Landlord and Tenant, whether or not notice thereof is given to Guarantor.

5. Guarantor hereby unconditionally waives (a) presentment, notice of dishonor, protest, demand for payment, and all notices of any kind, including, without limitation, notice of acceptance hereof; notice of nonpayment, non-performance, or other default under the Lease; and notice of any action taken to collect upon or enforce any of the terms and provisions of the Lease; (b) any subrogation to the rights of Landlord against Tenant until all of the obligations of Tenant under the Lease have been fully complied with and the Lease has expired or terminated and such payments made by Guarantor are not subject to a right of recovery; (c) all suretyship defenses; and (c) any setoffs or counterclaims against Landlord which would otherwise impair Landlord's rights against Guarantor hereunder.

6. The assignment by Landlord of the Lease and/or the rents, profits, avails, and/or proceeds thereof made either with or without notice to Guarantor shall in no manner whatsoever release Guarantor from any liability as Guarantor.

7. All actions or proceedings arising directly or indirectly hereunder may, at the option of Landlord, be litigated in courts having situs within the State of Illinois and Guarantor hereby expressly consents to the jurisdiction of any local, state or federal court located within the State of Illinois and consents that any service of process in such action or proceeding may be made by personal service upon any Guarantor wherever Guarantor may then be located or by certified or registered mail to Guarantor at the address specified below Guarantor's signature.

8. Upon the filing of a petition under any section or chapter of Title 11 of the United States Code or under any similar federal or state bankruptcy law or statute by or against Guarantor (said included bankruptcy filing as aforesaid is hereinafter referred to as the "**Bankruptcy Filing**"), any automatic stay or other injunction against Landlord resulting from the Bankruptcy Filing shall be immediately and automatically modified and terminated with respect to Landlord, without further notice, hearing or said order of court, so that Landlord may proceed to exercise its rights and remedies against any property pledged to Landlord to secure the Lease in accordance with applicable law as if no such filing had taken place. Guarantor will not contest (i) any motion or application of Landlord made in any court of competent jurisdiction seeking enforcement of this paragraph or otherwise seeking modification or termination of such automatic stay or other injunction in a manner consistent herewith, or (ii) any motion or application of Landlord made in any court of competent jurisdiction seeking the appointment of a receiver after the Bankruptcy Filing. Guarantor acknowledges and agrees that Landlord is specifically relying upon the

covenants and agreements of Guarantor contained in this paragraph and that such covenants and agreements constitute a material inducement to Landlord's entering into the Lease.

9. All of Landlord's rights and remedies under the Lease or under this Guaranty are intended to be distinct, separate and cumulative and no such right or remedy therein or herein mentioned is intended to be in exclusion of or a waiver of any of the others.

10. Notice of acceptance of this Guaranty and any obligations or liabilities contracted or incurred by Tenant are all hereby waived by the Guarantor.

11. This Guaranty shall be governed by and construed in accordance with the laws of the State of Illinois.

12. All of the provisions of this Guaranty shall inure to the benefit of Landlord and its grantees, successors and assigns and shall inure to the benefit of any future owner of the fee title of which the Premises are a part, and all the provisions of this Guaranty shall be binding upon Guarantor and its heirs, legal representatives, successors, and assigns.

13. If Guarantor consists of more than one person or entity, each person or entity comprising Guarantor shall be jointly and severally liable with every other person or entity comprising Guarantor. The death, resignation or withdrawal of any Guarantor from any partnership, association, corporation or other entity comprising Tenant shall not release the liability of any other Guarantor unless and until Landlord shall have consented in writing to such release.

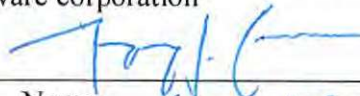
14. Initially capitalized terms used but not otherwise defined herein have the same meanings given them in the Lease.


[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned has executed this Guaranty as of the date first above written.

GUARANTOR:

CSG SYSTEMS INTERNATIONAL, INC, a Delaware corporation

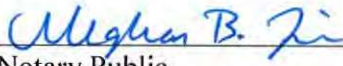
By: 
Name: Gregory L. Cannon
Title: SVP, GC and Secretary
Address: 6175 S. Willow Dr.
Greenwood Village,
CO, 80111

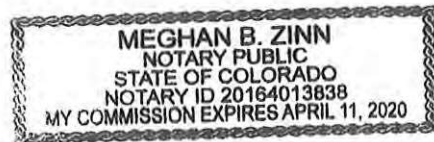
CSG Legal Review 5/14/19: 

STATE OF COLORADO)
) SS.:
COUNTY OF ARAPAHOE)

I, Meghan B. Zinn, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Gregory Cannon, personally known to me to be the SVP, GC + Secretary of CSG Systems International, a corporation of the State of Delaware, whose name is subscribed to the within instrument, appeared before me this day in person and acknowledged that as such SVP, GC + Secretary he signed and delivered the said instrument as SVP, GC + Secretary of said corporation as his free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 17th day of May, 2019.


Notary Public





NORTH DEARBORN

December 27, 2019

CSG Systems, Inc.
6175 S. Willow Drive
Greenwood Village, CO 80111
Attn: General Counsel

RE: Letter Agreement between OND Property LLC and CSG Systems, Inc.

To Whom It May Concern:

Please find enclosed two (2) fully executed Letter Agreement originals between OND Property LLC and CSG Systems, Inc.

Feel free to contact me if you have any questions or concerns. I can be reached at (312) 989-1962.

Sincerely,
MB REAL ESTATE SERVICES, LLC

A handwritten signature in black ink, appearing to read 'Hannah Thomas', written over the printed name.

Hannah Thomas
Assistant General Manager

cc:
Brownstein Hyatt Farber Schreck, LLP
410 17th Street, Suite 2200
Denver, CO 80202
Attn: Noelle Riccardella



One North Dearborn, Suite 1175, Chicago, IL 60602, Telephone: 312.989.1950, Facsimile: 312.629.0920

OND PROPERTY LLC
c/o Beacon Capital Partners, LLC
200 North State Street, 5th Floor Boston, Massachusetts 02109

April 20, 2019

CSG Systems, Inc.
6165 S. Willow Drive
Greenwood Village, CO 80111

Re: Letter Agreement with respect to that certain Office Lease dated May 23, 2019 (the "**Lease**") by and between OND Property LLC ("**Landlord**") and CSG Systems, Inc. ("**Tenant**") for approximately 51,835 square feet of rentable area (the "**Premises**") in the building located at One North Dearborn, Chicago, Illinois. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in the lease.

Ladies and Gentlemen:

Tenant has requested via change order, and Landlord has agreed, that Landlord, as part of the Work being performed pursuant to the Work Letter, will replace the HVAC distribution system serving the Premises (the "**HVAC Replacement**"). The HVAC Replacement shall be considered part of the Work for all purposes, except that the cost of the HVAC Replacement shall be borne by Tenant as Excess Costs (subject to application of the Turnkey Allowance, as the same may be increased by Tenant's exercise of the Option to Convert Abated Rent, pursuant to the terms and conditions of Sections 3(b) and (c) of the Work Letter). Notwithstanding the foregoing, Landlord agrees to contribute up to a maximum amount equal to the lesser of (i) \$150,000.00; and (ii) fifty percent (50%) of such costs (the "**HVAC Allowance**") toward the cost of the HVAC Replacement. However, Landlord's obligation to fund the HVAC Allowance is conditioned upon the HVAC Replacement involving the replacement of one hundred percent (100%) of the existing VAV and fan-powered boxes serving the Premises with new (not retrofitted) boxes that are outfitted with direct digital control (DDC). The portion of the HVAC Allowance for which Tenant qualifies for funding hereunder will be applied as a credit against the Excess Costs. Notwithstanding anything to the contrary contained herein, Landlord shall not be obligated to apply any portion of the HVAC Allowance during the continuance of a Default under the Lease, and Landlord's obligation to apply shall resume only when and if such Default is cured. Landlord's obligation to apply the HVAC Allowance will expire and be of no further force or effect if the conditions for funding of the HVAC Allowance hereunder have not been satisfied by the date that is six (6) months after the date of this Agreement.

Tenant has notified Landlord that its desired amount of Abated Rent Additional Allowance is \$843,348.00. Accordingly, notwithstanding anything to the contrary contained in Section 4 of the Basic Lease Provisions of the Lease and Sections 3(b) and (c) of the Work Letter, (A) the Rent Abatement Period shall commence on the second (2nd) day of the sixth (6th) full calendar month of the Term and expire on the last day of the tenth (10th) full calendar month of the Term; (B) if the Commencement Date does not occur on the first (1st) day of a calendar month, Base Rent for the first partial calendar month of the Term shall be prorated on a daily basis based on a monthly Base Rent of \$167,167.88; (C) Base Rent for the initial five (5) full calendar months of the Term shall be \$167,167.88 per month; (D) as a result of the abatement described in clause (A), Base Rent for the sixth (6th) full calendar month of the Term is hereby agreed to be \$7,508.60; (E) the Turnkey

CSG Document 4131791


Allowance shall be \$6,026,848.00; and (F) this letter shall replace the amendment described in Section 3(c)(iv) of the Work Letter.

Please confirm Tenant's agreement to the foregoing by countersigning this letter and returning the original to Landlord's property manager at: MB Real Estate Services Inc., One North Dearborn Street, Suite 1175, Chicago, Illinois 60602.

This letter may be executed in counterparts and shall constitute an agreement binding on all parties notwithstanding that all parties are not signatories to the original or the same counterpart, provided that all parties are furnished a copy or copies thereof reflecting the signature of all parties.

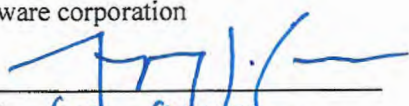
Sincerely,

OND PROPERTY LLC,
a Delaware limited liability company

By: 
Name: Jeffrey L. Kovach
Title: Senior Managing Director

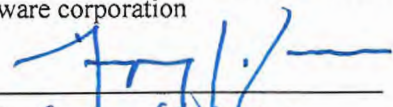
AGREED TO AND ACCEPTED:


CSG SYSTEMS, INC.,
a Delaware corporation

By: 
Name: Cindy Carlson
Title: SVP + General Counsel

AND CONSENTED TO BY GUARANTOR:

CSG SYSTEMS INTERNATIONAL, INC.,
a Delaware corporation

By: 
Name: Cindy Carlson
Title: SVP + General Counsel

CSG Legal Review 11 19 19: 

FIRST AMENDMENT TO LEASE

THIS FIRST AMENDMENT TO LEASE (this "**Amendment**") is entered into as of December 23, 2022, by and between **OND PROPERTY LLC**, a Delaware limited liability company ("**Landlord**"), and **CSG SYSTEMS, INC.**, a Delaware corporation ("**Tenant**").

R E C I T A L S:

A. Landlord and Tenant entered into that certain Office Lease dated May 23, 2019 (the "**Original Lease**"), as modified by that certain letter agreement dated December 20, 2019 (the "**Letter Agreement**," and together with the Original Lease, the "**Lease**"), pursuant to which Tenant leased from Landlord that certain premises (the "**Premises**") consisting of the entire fourteenth (14th) floor of the building located at One North Dearborn Street, Chicago, Illinois, (the "**Building**").

B. In connection with Landlord's consideration of and consent to Tenant's sublease of the Premises to Board of Education of the City of Chicago, an Illinois municipal corporation ("**Subtenant**"), pursuant to that certain Agreement of Sublease dated of even date herewith (the "**Sublease**"), as consented to pursuant to that certain Consent to Sublease by and between Landlord, Tenant and Subtenant dated of even date herewith, Landlord and Tenant have agreed to terminate the Termination Option contained in the Lease.

C. Landlord and Tenant desire to amend the Lease on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree to amend the Lease as follows:

1. **Termination Option.** Effective as of the date of this Amendment, Section 65 of the Original Lease (entitled "Termination Option") is deemed terminated, void and without further force and effect.
2. **Brokers.** Landlord and Tenant agree that no broker is entitled to any commission, fee or other compensation in connection with this Amendment. Landlord shall defend, indemnify and hold Tenant harmless from and against all claims by any broker for commissions, fees or other compensation to the extent such broker alleges to have been retained by Landlord in connection with the execution of this Amendment. Tenant shall defend, indemnify and hold Landlord harmless from and against all claims by any broker for commissions, fees or other compensation to the extent such broker alleges to have been retained by Tenant in connection with the execution of this Amendment. The provisions of this paragraph shall survive the expiration or sooner termination of the Lease.
3. **Notices.** For so long as the Sublease is in effect, Section 12 of the Basic Lease Provisions of the Original Lease shall be amended as follows to include the Subtenant as a notice party with respect to the Original Lease:

Subtenant: Chicago Board of Education
42 W. Madison Street, 2nd Floor
Chicago, Illinois 60602
Attn: Director of Real Estate
Facsimile: (773) 553-4305

With a copy to: General Counsel
Chicago Board of Education
1 N. Dearborn Street, 9th Floor
Chicago, Illinois 60602
Facsimile: (773) 553-1702

4. **Limitation of Landlord's Liability.** Landlord's liability under the Lease, as amended by this Amendment, is governed by Section 48 of the Original Lease.

5. **Miscellaneous.** Except as modified herein, the Lease and all of the terms and provisions thereof shall remain unmodified and in full force and effect as originally written. In the event of any conflict or inconsistency between the provisions of the Lease and the provisions of this Amendment, the provisions of this Amendment shall control. All terms used herein but not defined herein which are defined in the Lease shall have the same meaning for purposes hereof as they do for purposes of the Lease. The Recitals set forth above in this Amendment are hereby incorporated by this reference. This Amendment shall be binding upon and shall inure to the benefit of the parties hereto and their respective beneficiaries, successors and assigns.

6. **Counterparts; Electronic Signature.** This Amendment may be executed in two (2) or more counterparts, each of which shall constitute an original, but all of which, when taken together, shall constitute but one instrument. Further, the parties agree that this Amendment may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, in addition to electronically produced signatures, "electronic signature" shall include faxed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.

[SIGNATURE PAGE FOLLOWS]

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

LANDLORD:

OND PROPERTY LLC, a Delaware limited liability company

DocuSigned by:
Jeffrey Kovach
By: 5ED323913C9F474...
Name: Jeffrey L. Kovach
Title: Senior Managing Director

TENANT:

CSG SYSTEMS, INC., a Delaware corporation

By: *H.T.*
Name: Hai Tran (Dec 14, 2022 15:10 MST)
Title: CFO
Dec 14, 2022

CSG Legal Reviewed by:
AB on behalf of LG
AB on behalf of LG (Dec 14, 2022 16:40 EST)

REAFFIRMATION OF GUARANTY

The undersigned, as guarantor of Tenant's obligations under the Lease pursuant to that certain Guaranty dated May 23, 2019 (the "**Guaranty**") and as of the date of this Amendment, hereby (a) consents to this Amendment; (b) ratifies the Guaranty; (c) confirms that the Guaranty remains in full force and effect; and (d) agrees that the Guaranty includes, without limitation, all of Tenant's obligations under the Lease as amended by this Amendment.

CSG SYSTEMS INTERNATIONAL, INC, a
Delaware corporation

By: H.T.
Hai Tran (Dec 14, 2022 15:17 MST)
Name: Hai Tran
Title: CFO
Dec 14, 2022

CSG Legal Reviewed by:
AB on behalf of LG
AB on behalf of LG (Dec 14, 2022 16:40 EST)

EXHIBIT C

FF&E INVENTORY

Chairs

Board room	24
Conference Room	82
Common area chairs	high and low 189
Recliner	2
Workstation/Desk Chair	270 adjustable and 74 non-adjustable

Desks

Sit/stand desks	260
Workstation desk	263

Displays

Display mounted on cart	9
Mounted wall displays	19
Conference room displays	15
Additional	1 display on tripod, 1 on floor, 1 projector + 1 i-pod kiosk

Furniture

Sofas	6 (includes 2 red sofas near conference rooms)
Coffee tables	3
Breakroom table	7
Breakroom high-top table	5
Ping pong table	2
Foosball table	1
Bookshelves	30

Appliances

Microwave	5
Beverage refrigerator	4
Refrigerator	8
Popcorn Machine	1
Dishwashers	2
Temperature Stabilizing Cabinet	1

EXHIBIT D

LANDLORD'S CONSENT TO SUBLEASE

Exhibit D

Intentionally Omitted for Convenience Purposes.

Please refer to copy of the Landlord's Consent contained herein.