

THIRD AMENDMENT TO LEASE

THIS THIRD AMENDMENT TO LEASE (this "**Amendment**") is entered into as of May 3, 2022, by and between **OND PROPERTY LLC**, a Delaware limited liability company ("**Landlord**"), and **BOARD OF EDUCATION OF THE CITY OF CHICAGO**, an Illinois municipal corporation ("**Tenant**").

RECITALS:

A. One North Dearborn Properties, LLC (the "**Original Landlord**") and Tenant entered into that certain Lease Agreement dated February 11, 2014 (the "**Original Lease**"), as amended by (i) that certain First Amendment to Lease dated June 5, 2014 (the "**First Amendment**"), and (ii) that certain Second Amendment to Lease dated February 1, 2015 (the "**Second Amendment**," and together with the Original Lease and the First Amendment, the "**Lease**") for approximately 208,125 square feet of rentable area (the "**Premises**") on the lower level, first (1st) floor, second (2nd) floor, third (3rd floor) and ninth (9th) floor of the building located at One North Dearborn Street, Chicago, Illinois (the "**Building**"). The Premises also includes 3,000 square feet of storage space located on Lower Level 2 of the Building as depicted on Exhibit B to the Second Amendment (the "**Storage Space**").

B. Landlord has heretofore succeeded to all of the right, title and interest of Original Landlord as the landlord under the Lease.

C. The Term of the Lease is scheduled to expire on November 30, 2029.

D. Tenant desires to extend the Term of the Lease to November 30, 2034.

E. Landlord has agreed to lease to Tenant and Tenant has agreed to lease from Landlord the remainder of the ninth (9th) floor of the Building (the "**Additional Ninth Floor Premises**").

F. 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. **Extension of Term.** The Term of the Lease is hereby extended for a period of five (5) years commencing on December 1, 2029 (the "**Extension Term Commencement Date**") and expiring on November 30, 2034, unless sooner terminated as is otherwise provided in the Lease (the "**Extension Term**"). All of the terms and provisions of the Lease shall continue to apply with respect to the Extension Term, except as specifically modified herein. Tenant acknowledges that Tenant has no further right or option to extend the Term of the Lease, except

as provided in Section 25 the Original Lease (entitled "Option to Renew"), as amended by Section 7 below.

2. **Additional Ninth Floor Premises.** Commencing as of the date of this Third Amendment, Landlord leases the Additional Ninth Floor Premises to Tenant and Tenant leases the Additional Ninth Floor Premises from Landlord and the Additional Ninth Floor Premises shall comprise a part of the Premises. Landlord and Tenant acknowledge and agree that Section III.B ("Premises") of the Lease Information Summary portion of the Original Lease, as amended, is hereby amended by deleting the portion thereof which reads "Ninth Floor (partial floor): 48,713 rentable square feet" and substituting "Ninth Floor (entire floor): 53,564 rentable square feet" in lieu thereof. The Original Lease is further amended by deleting Substitute Page A-5 from Exhibit A to the Second Amendment and replacing it with **Exhibit A** attached hereto. Notwithstanding the foregoing, (i) the rentable area of the Premises for all purposes of the Lease will be deemed to include 212,976 rentable square feet, (ii) Tenant shall not pay Base Rent, Tax Adjustment or Operating Costs Adjustment with respect to the Additional Ninth Floor Premises, and (iii) accordingly, Tenant's Proportionate Share for purposes of determining Tax Adjustment and Operating Costs Adjustment shall not change, as further provided in Section 4 below.

3. **Base Rent.** Subject to abatement pursuant to Section 5 below, during the Extension Term, Tenant shall pay to Landlord Base Rent in the manner and at the times set forth in Section 3.1 of the Original Lease (entitled "Base Rent") and in the amounts set forth below, without demand, deduction or setoff, except as expressly provided or permitted in the Lease.

With respect to the portion of the Premises located on the Lower Level of the Building¹:

<u>Period</u>	<u>Annual Base Rent per Rentable Square Foot</u>	<u>Annual Base Rent</u>	<u>Monthly Installments of Base Rent</u>
12/1/29 to 11/30/30	\$29.65	\$1,186,000.00	\$98,833.33
12/1/30 to 11/30/31	\$30.32	\$1,212,800.00	\$101,066.67
12/1/31 to 11/30/32	\$31.00	\$1,240,000.00	\$103,333.33
12/1/32 to 11/30/33	\$31.70	\$1,268,000.00	\$105,666.67
12/1/33 to 11/30/34	\$32.41	\$1,296,400.00	\$108,033.33

With respect to the remainder of the Premises²:

¹ For clarification purposes, the parties have expressly agreed that Base Rent, Operating Costs Adjustment and Tax Adjustment for the portion of the Premises which is located on the Lower Level of the Building shall be calculated as if such area contained 40,000 square feet of rentable area, notwithstanding the fact that such area contains 53,330 square feet of rentable area.

<u>Period</u>	<u>Annual Base Rent per Rentable Square Foot</u>	<u>Annual Base Rent</u>	<u>Monthly Installments of Base Rent</u>
12/1/29 to 11/30/30	\$37.32	\$5,490,257.16	\$457,521.43
12/1/30 to 11/30/31	\$38.16	\$5,613,832.08	\$467,819.34
12/1/31 to 11/30/32	\$39.02	\$5,740,349.26	\$478,362.44
12/1/32 to 11/30/33	\$39.90	\$5,869,808.70	\$489,150.73
12/1/33 to 11/30/34	\$40.80	\$6,002,210.40	\$500,184.20

4. **Additional Rent.** Effective as of January 1, 2018, a portion of the Building containing 100,796 square feet of rentable area was separately parceled for tax purposes by Cook County and is no longer included in the tax parcel assessed to the portion of the Building in which the Premises is located (the “**Excluded Portion**”). Landlord and Tenant have previously agreed on and reconciled the actual amount of Tax Adjustment due with respect to the Premises for calendar years 2018, 2019, 2020 and all calendar years prior thereto pursuant to Section 3.2(e) of the Original Lease (entitled “Payment of Additional Rent”), and no further amounts are owing with respect thereto. Notwithstanding anything to the contrary contained in the Lease, including, without limitation, Section V.C. (entitled “Tenant’s Proportionate Share”) of the Lease Information Summary portion of the Original Lease, as amended by Section 4 of the First Amendment (entitled “Tenant’s Proportionate Share”), for purposes of determining Tax Adjustment only, effective as of January 1, 2018, Tenant’s Proportionate Share shall be deemed to be 23.89% (i.e., the percentage that the rentable square footage of the Premises, excluding (A) the Storage Space, (B) 12,533 square feet of rentable area located on the Ninth (9th) floor of the Building, and (C) 13,330 square feet of rentable area located on the Lower Level, being 187,113 once such areas are excluded, bears to the total square footage of the rentable area contained in the Building, less the Excluded Portion, being 783,209 once such Excluded Portion is excluded), and the term Taxes as used in the Lease, as amended hereby, shall not include Taxes attributable to the Excluded Portion. Tenant’s Proportionate Share for purposes of determining Operating Costs Adjustment (i.e., 21.17%) shall remain unchanged. Subject to abatement pursuant to Section 5 below, during the Extension Term, Tenant shall continue to pay Operating Costs Adjustment and Tax Adjustment in accordance with the terms and conditions of the Lease, as amended hereby. For clarification purposes, the rentable square footage of the Premises for purposes of determining Tenant’s Proportionate Share does not include (i) the 3,000 square feet of area contained in the Storage Space, (ii) 12,533 square feet of rentable area located on the

² For clarification purposes, the parties have expressly agreed that Base Rent, Operating Costs Adjustment and Tax Adjustment for the remainder of the Premises shall be calculated based on such area containing 147,113 square feet of rentable area (above grade), as the parties have expressly agreed (i) to calculate such amounts as if the portion of the Premises located on the ninth (9th) floor of the Building contains 41,031 square feet of rentable area in lieu of 53,564, and (ii), as further described in Section 10 below, to exclude the Storage Space containing 3,000 square feet of area, from the Premises for Base Rent, Operating Costs Adjustment and Tax Adjustment purposes).

Ninth (9th) floor of the Building, or (iii) 13,330 square feet of rentable area located on the Lower Level, because the parties have agreed to exclude such areas. In addition, notwithstanding anything to the contrary that may be contained in the Lease, Landlord agrees to contest, using reputable counsel, ad valorem taxes for the tax parcel in which the Premises is located in a manner and at a frequency comparable to other similar buildings in the commercial area where the Building is located.

5. **Rent Abatement.** Notwithstanding anything to the contrary contained herein, provided no Event of Default beyond applicable notice and cure periods under the Lease exists, Tenant's obligations for Base Rent, Operating Costs Adjustment and Tax Adjustment accruing with respect to the Premises demised as of the date of this Amendment shall be fully abated for eight (8) full calendar months at any time prior to the expiration of the Extension Term, in the aggregate, such months to be selected by Tenant upon at least thirty (30) days' prior written notice to Landlord specifying the particular full calendar month(s) to which Tenant desires to apply such abatement (for avoidance of doubt, Tenant may not specify partial calendar months for application of the abatement, but may apply the abatement to non-consecutive full calendar months, and may send more than one (1) such written notice) (the "**Rent Abatement Period**"). The amounts abated pursuant to the foregoing sentence shall be referred to herein as the "**Abated Rent**"). So long as the Lease or Tenant's right to possession of the Premises has not been terminated as a result of an Event of Default beyond applicable notice and cure periods under the Lease, no portion of the Abated Rent shall be forfeited if Tenant has not used or converted the entire or any portion thereof prior to the expiration of the Lease. In such case, any Abated Rent remaining upon the expiration of the Lease shall be paid to Tenant within thirty (30) days after all charges due from Tenant to Landlord under the Lease have been paid and reconciled in accordance with Section 3.2(e) of the Original Lease.

Landlord and Tenant hereby acknowledge and agree that Tenant shall have the option (the "**Option to Convert Abated Rent**"), provided there is then no Event of Default beyond applicable notice and cure periods under the Lease, to reduce the length of the Rent Abatement Period, in full day increments only, and increase the "Construction Allowance" (as defined herein) by an amount (the "**Conversion Allowance**") equal to the amount of Abated Rent which was not abated due to Tenant's exercise of the Option to Convert Abated Rent. Tenant shall exercise the Option to Convert Abated Rent, if at all, by delivering written notice thereof to Landlord no later than December 31, 2023, time being of the essence, which notice shall specify the number of full calendar days in the Rent Abatement Period which Tenant desires to convert to Construction Allowance. If Tenant exercises the Option to Convert Abated Rent, then (i) the length of the Rent Abatement Period shall be reduced by the number of full days of Abated Rent Tenant has notified Landlord Tenant desires to convert to Construction Allowance, (ii) the amount of the Construction Allowance shall be increased by the Conversion Allowance (with the amount of such Conversion Allowance being promptly adjusted subsequently to reflect actual Operating Costs Adjustment and Tax Adjustment after reconciliation pursuant to Section 3.2(e) of the Original Lease, with Landlord paying Tenant or Tenant paying Landlord any discrepancy within thirty (30) days following demand therefor), (iii) the Conversion Allowance shall be

deemed part of the Construction Allowance for purposes of this Amendment, and (iv) Landlord and Tenant shall promptly enter into an amendment to the Lease memorializing the foregoing.

6. **Condition of Premises.**

(a) Tenant acknowledges that it is leasing the Premises, including, without limitation, the Additional Ninth Floor Premises in its "as is" condition, and that no agreements to alter, remodel, decorate, clean or improve the Premises or the Building have been made by Landlord or any party acting on Landlord's behalf. Notwithstanding the foregoing, Landlord acknowledges that Tenant intends to perform certain alterations and improvements to the Premises ("**Tenant's Work**"). Tenant shall be permitted to perform Tenant's Work (subject to Tenant's compliance with the provisions of Section 6 of the Original Lease (entitled "Improvements; Alterations; Repairs; Maintenance) through a union contractor, in advance and pursuant to plans and specifications approved by Landlord in advance. Tenant shall reimburse Landlord for Landlord's reasonable, third-party out-of-pocket costs in reviewing Tenant's plans for Tenant's Work. Tenant and its contractors shall obtain and pay for insurance (from insurance companies satisfactory to Landlord) in connection with Tenant's Work, which insurance coverages and amounts shall be satisfactory to Landlord in its reasonable discretion. Tenant shall, prior to the commencement of Tenant's Work, deliver to Landlord evidence of such insurance satisfactory to Landlord. Tenant's Work shall be performed in a good and workmanlike manner, lien-free and in compliance with all applicable laws.

(b) All costs of Tenant's Work shall be borne by Tenant; provided, however, Landlord shall contribute up to Seven Million Four Hundred Eighty-Four Thousand Five Hundred Twenty and 00/100 Dollars (\$7,484,520.00) (the "**Construction Allowance**"), subject to increase by the Conversion Allowance, toward the cost of Tenant's Work. The Construction Allowance shall be available to reimburse Tenant for the actual, documented hard and soft costs of Tenant's Work, including, without limitation contractor fees, costs of materials, architectural, design and engineering fees, and permit fees, as well as to reimburse Tenant for Tenant's actual, reasonable out-of-pocket third party costs for purchasing and installing in the Premises furniture, fixtures and equipment and telephone and data cabling. In addition, Tenant shall have the right, upon at least thirty (30) days' prior written notice to Landlord, to apply any portion or all of the Construction Allowance as a credit against Tenant's obligations with respect to payment of Base Rent, Operating Costs Adjustment and Tax Adjustment under the Lease (commencing on any date specified in such written notice). For the avoidance of doubt, in no event shall the foregoing require Landlord to contribute an aggregate amount toward the cost of Tenant's Work and/or as credit against Tenant's obligations with respect to payment of Base Rent, Operating Costs Adjustment and Tax Adjustment which is greater than the amount of the Construction Allowance (as the same may be increased by the Conversion Allowance). Prior to commencing Tenant's Work, Tenant shall submit to Landlord an itemized statement of the estimated costs of completing Tenant's Work, including, without limitation, costs of obtaining permits; architectural, engineering and

contracting fees; labor and materials; "Landlord's Fee" (as defined herein); and costs of labor and materials.

(c) Landlord shall pay to Tenant the portion of the Construction Allowance for which Tenant has qualified for disbursement, following the completion of Tenant's Work within forty-five (45) days after receipt by Landlord of Tenant's written demand therefor accompanied by (i) a reasonably detailed description of Tenant's Work, including, without limitation, the identification of all contractors and material suppliers who have supplied labor or materials in connection with Tenant's Work, (ii) invoices marked "paid" from all contractors and material suppliers identified pursuant to clause (i), (iii) lien waivers from all contractors and material suppliers identified pursuant to clause (i), and (iv) Tenant's certification that Tenant's Work has been completed pursuant to the provisions of this paragraph and Section 6 of the Original Lease. So long as the Lease or Tenant's right to possession of the Premises has not been terminated as a result of an Event of Default beyond applicable notice and cure periods under the Lease, no portion of the Construction Allowance shall be forfeited if Tenant has not used (or credited against Tenant's obligations with respect to payment of Base Rent, Operating Costs Adjustment and Tax Adjustment under the Lease pursuant to Section 6(b) above) the entire or any portion thereof prior to the expiration of the Lease. Any Construction Allowance remaining upon the expiration of the Lease shall be paid to Tenant within thirty (30) days after all charges due from Tenant to Landlord under the Lease have been paid and reconciled in accordance with Section 3.2(e) of the Original Lease. Notwithstanding anything to the contrary contained herein, Landlord shall not be obligated to disburse any portion of the Construction Allowance during the continuance of an Event of Default after the expiration of all applicable notice and cure periods under the Lease.

(d) Tenant shall pay to Landlord a construction supervision fee ("**Landlord's Fee**") in connection with Tenant's Work in amount equal to two and one-half percent (2.5%) of the cost of Tenant's Work. Landlord's Fee shall be payable upon demand and Landlord shall be entitled to deduct the same from the Construction Allowance. Notwithstanding anything to the contrary contained herein or in the Lease, if Tenant hires a third-party project manager, who is not affiliated with Tenant, Tenant's general contractor or Tenant's architect, to supervise Tenant's Work, then Tenant shall not be obligated to pay Landlord's Fee.

(e) In addition to funding the Construction Allowance, Landlord shall, so long as no Event of Default after the expiration of all applicable notice and cure periods shall then be existing under the Lease, reimburse Tenant for space planning costs incurred by Tenant in connection with Tenant's Work in an amount not to exceed (i) Twenty-Two Thousand Four Hundred Fifty-Three and 56/100 Dollars (\$22,453.56) for the initial draft of the space plan, plus (ii) Thirteen Thousand Ninety-Seven and 91/100 Dollars (\$13,097.91) for the first (1st) revision thereto (collectively, the "**Space Planning Allowance**"). Landlord shall pay to Tenant the Space Planning Allowance within thirty

(30) days after Landlord's receipt of Tenant's written demand therefor accompanied by reasonable evidence of the space planning costs. Tenant shall have the right to engage a reputable architect of its choice, subject to Landlord's approval, not to be unreasonably withheld, conditioned or delayed, for the preparation of the space planning, preliminary design and construction documents for Tenant's Work.

7. **Right of First Offer.** Tenant's Right of First Offer set forth in Section 24 of the Original Lease (entitled "Right of First Offer") shall remain in full force and effect during the Extension Term; provided, however, the final two sentences of the first paragraph thereof are hereby deemed deleted due to their expiration.

8. **Option to Renew.** Tenant's Renewal Option set forth in Section 25 of the Original Lease (entitled "Option to Renew") shall remain in full force and effect during the Extension Term; provided, however, that Tenant shall hereby be deemed to have exercised its Renewal Option with respect to one (1) Renewal Period, such that only one (1) five (5) year Renewal Period remains.

9. **Tenant's Termination Option.** Provided (a) Tenant has not sublet any portion of the Premises, unless all such sublettings shall expire or be terminated on or before the "Early Termination Date" (as defined herein); and (b) there is no Event of Default beyond applicable notice and cure periods on the date of the "Termination Notice" (as defined herein) and/or on the Early Termination Date, Tenant shall have a one-time option to terminate the Lease with respect to either (i) all of the Premises, or (ii) the portion of the Premises located on the ninth (9th) floor of the Building as of the date of this Amendment (the "**Termination Option**") effective as of November 30, 2029 (the "**Early Termination Date**") by delivering written notice of such termination (the "**Termination Notice**") to Landlord no later than November 30, 2028, time being of the essence. In the event Tenant exercises its Termination Option as described herein, Tenant must also pay to Landlord, by wire transfer, a termination fee (the "**Termination Fee**") equal to the unamortized balance of the following transaction costs incurred by Landlord in connection with the terminated space (prorated on a per rentable square foot basis if the terminated space is the ninth (9th) floor of the Premises) as of the Early Termination Date, together with accrued interest thereon at the rate of eight percent (8%) per annum amortized on a straight-line basis, compounded monthly over a period of one hundred thirty-two (132) months commencing on December 1, 2023 in amounts sufficient to fully amortize such amount and the imputed interest thereon on November 30, 2034: (i) the Abated Rent (without reduction for any Conversion Allowance); (ii) the Construction Allowance (without increase by any Conversion Allowance); (iii) the brokerage commissions paid by Landlord in connection with this Amendment. Landlord and Tenant hereby agree that the Termination Fee shall be deemed to equal (x) if the Termination Option is exercised with respect to all of the Premises, \$8,151,246.30; and (y) if the Termination Option is exercised with respect to the ninth (9th) floor of the Building only, \$1,811,966.21. The Termination Fee shall be paid contemporaneously with Tenant's delivery of the Termination Notice to Landlord, time being of the essence. Any attempt by Tenant to exercise its Termination Option by any method, at any time or in any circumstances other than as specifically set forth in this Section 9 will be null and void and of

no force or effect at the sole option and discretion of Landlord. The Termination Option is reserved solely to Tenant and any transferee pursuant to a Permitted Transfer. If Tenant exercises Tenant's Termination Option pursuant to this Section 9, then Tenant shall vacate and surrender possession of the Premises to Landlord on or before the Early Termination Date in the manner required under the Lease and both parties will be released from any further obligations under the Lease arising after the Early Termination Date, except that Tenant will remain liable to Landlord for (i) the payment of any and all Base Rent, Additional Rent and/or other amounts which accrue prior to the Early Termination Date but which become due prior to, on or after the Early Termination Date, and (ii) the performance of any and all of Tenant's obligations which accrue prior to the Early Termination Date but which become due prior to, on or after the Early Termination Date, which provision shall survive such termination by Tenant. Landlord shall remain liable to Tenant for any overpayment under the Lease made by Tenant prior to (and/or after, in the case of any portion of the Premises still leased after the Early Termination Date) the Early Termination Date and Landlord shall make any such payment to Tenant no later than thirty (30) days after the determination of such overpayment. 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. Tenant acknowledges and agrees that Tenant's exercise of the Termination Option will not terminate the Lease with respect to any additional space in the Building leased by Tenant after the date of this Amendment, including, without limitation, pursuant to the Right of First Offer or located on the ninth (9th) floor of the Building.

10. **Storage Space.** During the Extension Term, Tenant shall continue to have the right to use the Storage Space with no obligation to pay Base Rent, Operating Costs Adjustment or Tax Adjustment with respect thereto as provided in the Lease. Tenant shall use the Storage Space solely for purpose of storing Tenant's furniture, files and other personal property. Landlord reserves the right to relocate the Storage Space, from time to time, to different locations in the Building upon not less than thirty (30) days' prior written notice to Tenant, provided (i) such relocation shall be at Landlord's sole cost and expense, (ii) the new locations of the Storage Space shall contain not less than the number of square feet of area in the original Storage Space (i.e., 3,000 square feet), and (iii) shall be dry, secured and readily accessible.

11. **Termination of Certain Provisions.** Effective as of the date of this Amendment, the following sections of the Lease are deemed terminated, void and without further force or effect: Section 23 of the Original Lease (entitled "Option to Expand"), Section 26 of the Original Lease (entitled "Tenant's Termination Option") and Section 27 of the Original Lease (entitled "Contraction Option").

12. **Notices.** Notwithstanding anything to the contrary contained in the Lease, Landlord's address for notice purposes shall be:

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

And for Rent payment purposes shall be:

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: Board of Education of the City of Chicago

Via ACH Payment:

BANK OF AMERICA
Boston, Massachusetts 02110
ABA #011000138
Beneficiary A/C: 00464047-3721
Beneficiary Name: OND Property LLC Rent Account
Reference: Board of Education of the City of Chicago

13. **Brokers.** Landlord and Tenant each represent and warrant to the other that the only brokers they have dealt with in connection with this Amendment are CBRE, Inc. and The Telos Group, whose commission and fees shall be paid by Landlord pursuant to a separate written agreement. Landlord and Tenant each agree to defend, indemnify and hold the other harmless from and against all claims by any other broker for fees, commissions or other compensation to the extent such broker alleges to have been retained by the indemnifying party in connection with the execution of this Amendment. The provisions of this paragraph shall survive the expiration or sooner termination of the Lease.

14. **Limitation of Landlord's and Tenant's Liability.** Landlord's and Tenant's liability under the Lease, as amended by this Amendment, shall be governed by Section 21.2 of the Original Lease.

15. **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.

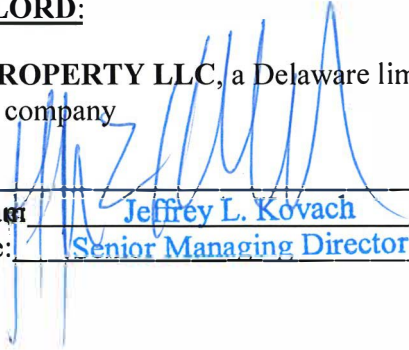
16. **Counterparts; Electronic Signature.** This Amendment may be executed in two (2) or more counterparts, each of which shall constitute an original, but all of which, when taken together, shall constitute but one instrument. Further, the parties agree that this Amendment may be executed by electronic 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:

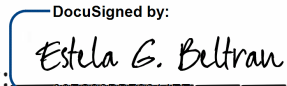
OND PROPERTY LLC, a Delaware limited liability company

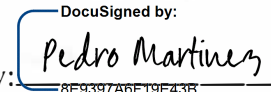
By: 
Name: Jeffrey L. Kovach
Title: Senior Managing Director

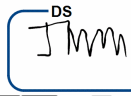
TENANT:

BOARD OF EDUCATION OF THE CITY OF CHICAGO, an Illinois municipal corporation

By: 
Name: Miguel del Valle
Title: President

By: 
Name: Estela Beltran
Title: Secretary

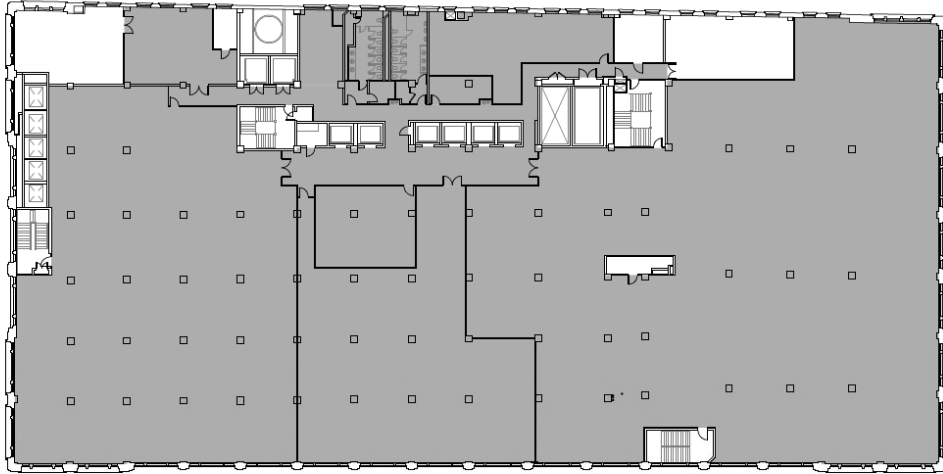
By: 
Name: Pedro Martinez
Title: Chief Executive Officer

Approved as to Legal Form: 
Name: Joseph T. Moriarty
Title: General Counsel

Authorization:

Board Report No. 22-0427-OP3
Date: April 27, 2022

EXHIBIT A
SUBSTITUTE PAGE A-5 TO EXHIBIT A
ATTACHED TO ORIGINAL LEASE



9th Floor
One North Dearborn
Chicago, Illinois
53,564 RSF*

*Pursuant to Sections 2, 3 and 4 of the Third Amendment to Lease, 41,031 RSF is to be used to calculate Base Rent, Operating Costs Adjustment and Tax Adjustment for the 9th Floor (and the remaining 12,533 RSF is at no charge).

Level 09

**One North Dearborn
One North Dearborn
Chicago, IL 60602**

04/08/2022

