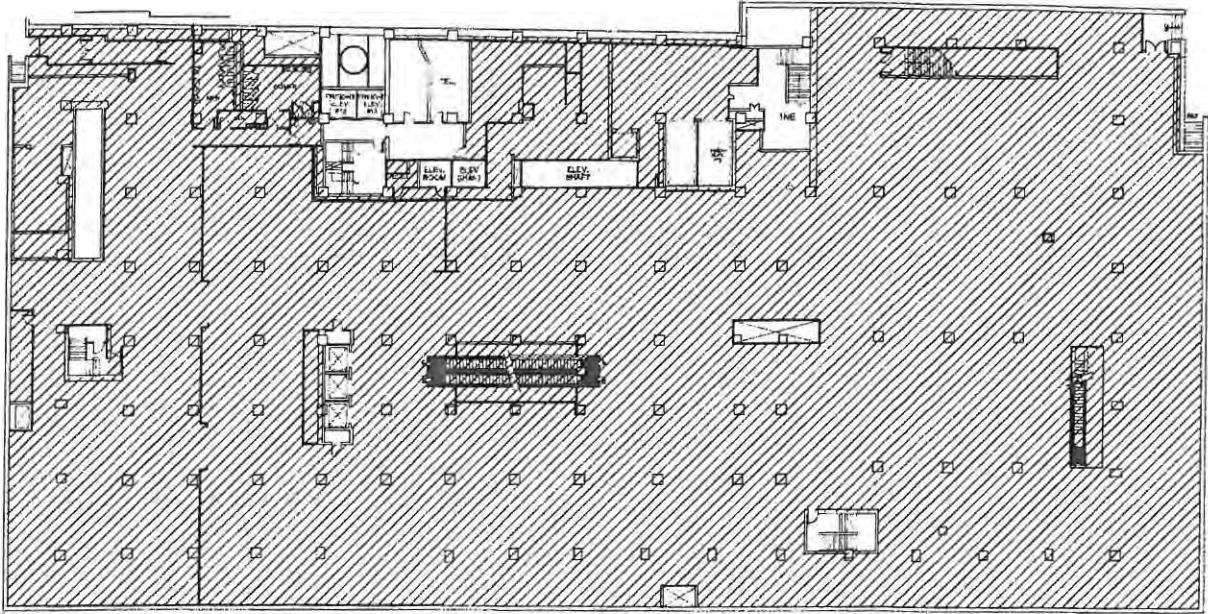
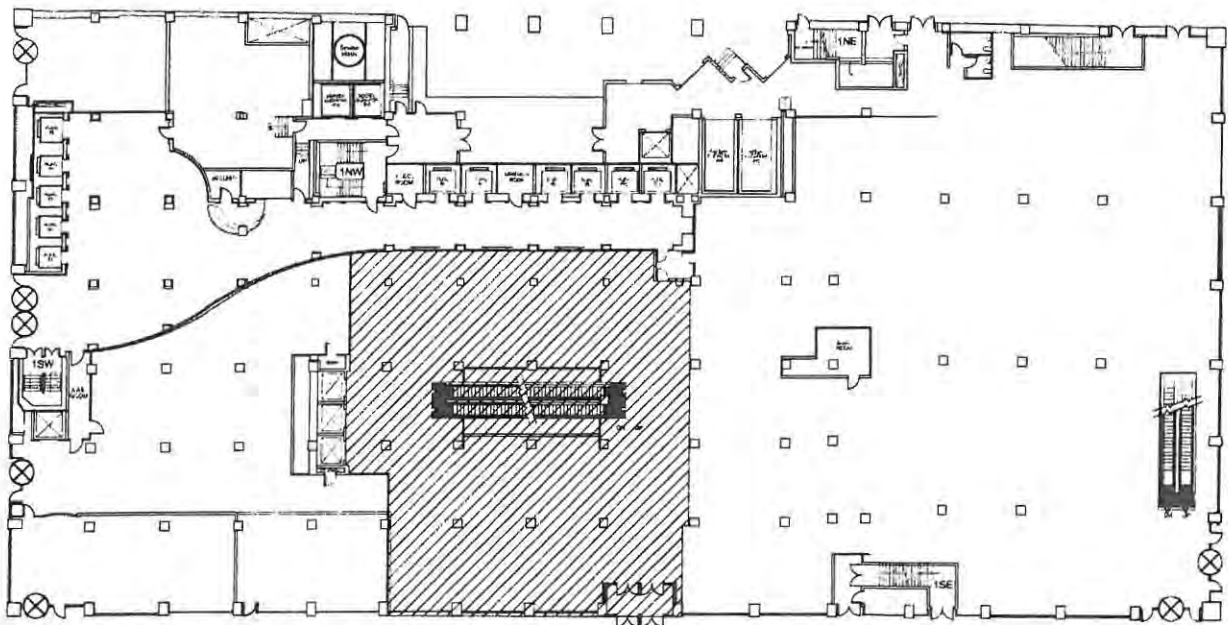


EXHIBIT A
OUTLINE OF PREMISES



Lower Level 1
60,270 RSF
One North Dearborn
Chicago, IL





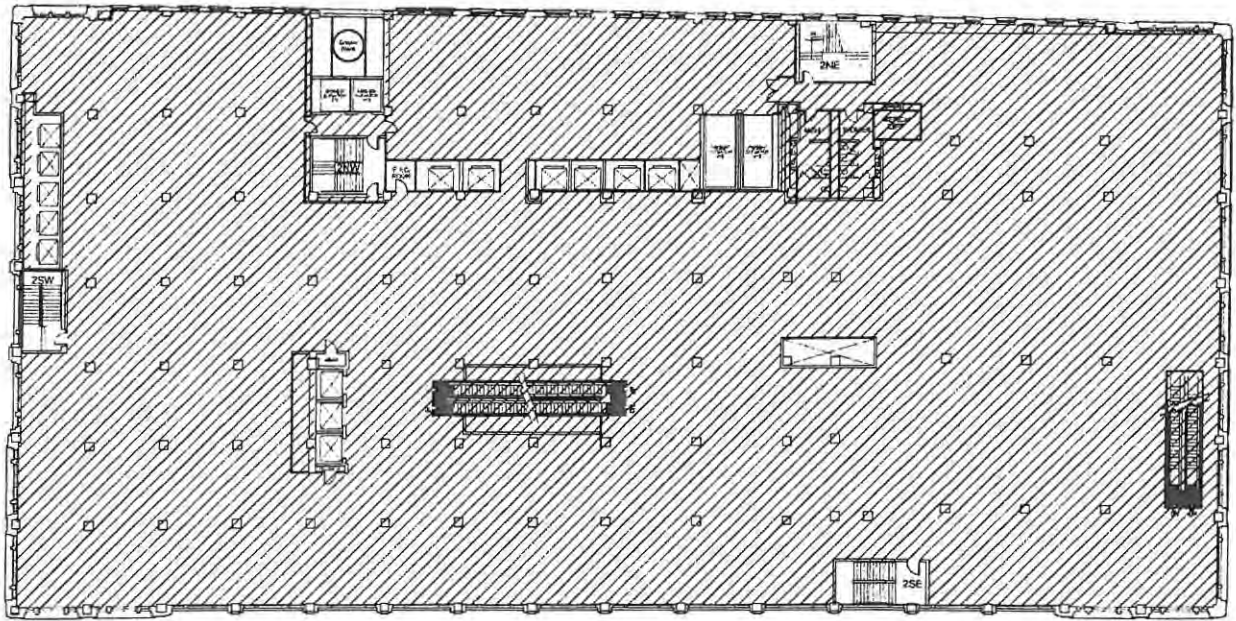
Suite 100B

9,628 RSF

One North Dearborn

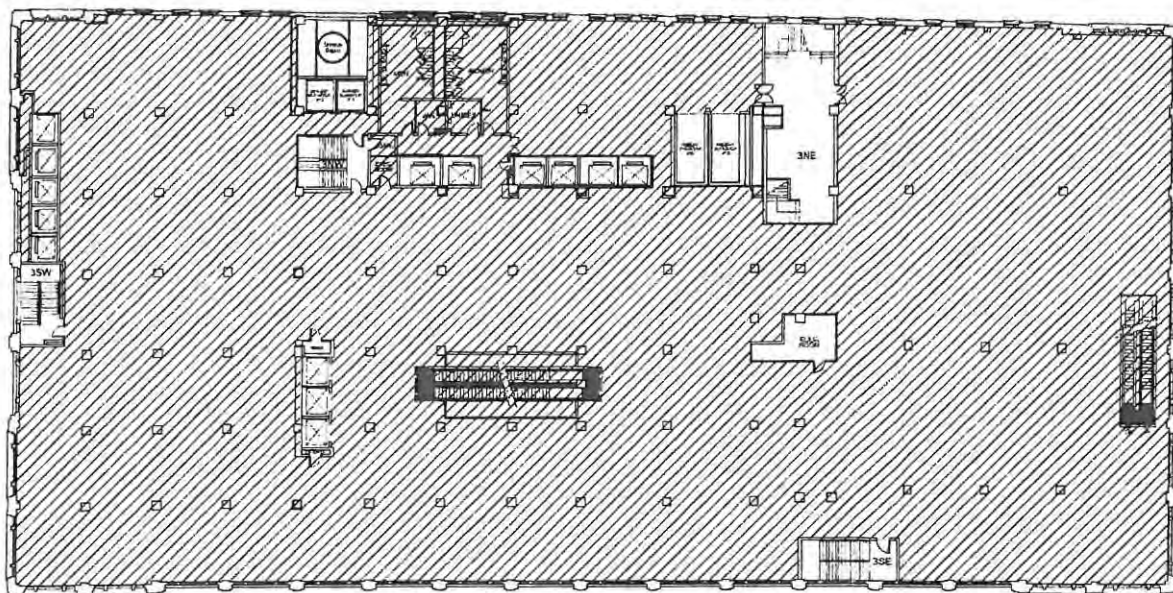
Chicago, IL





2nd Floor
48,983 RSF
One North Dearborn
Chicago, IL





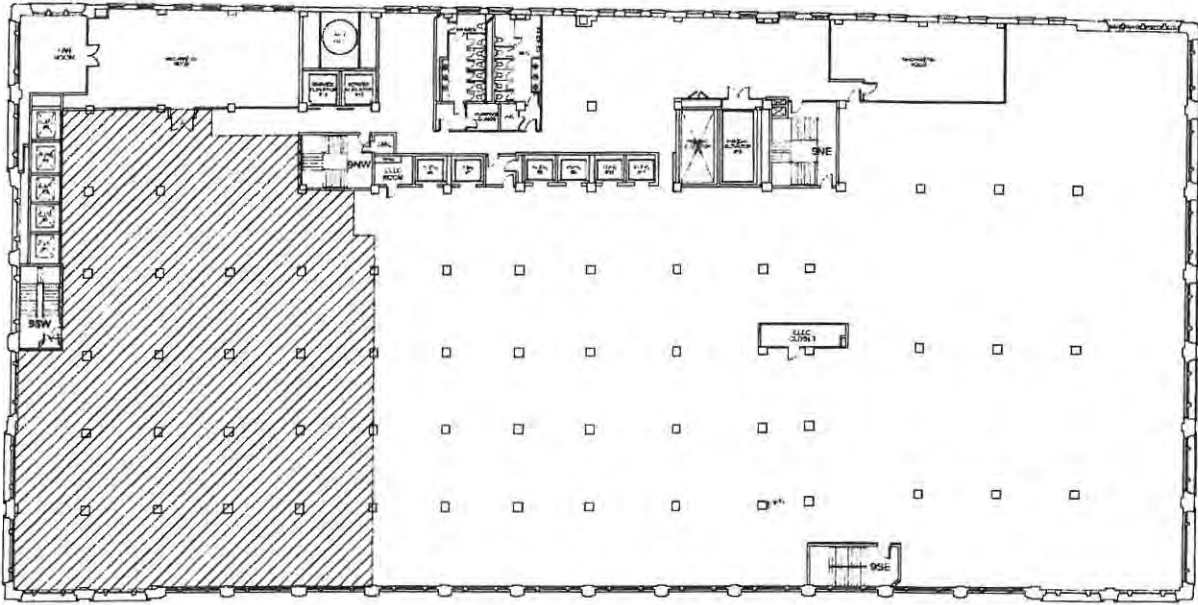
3rd Floor

47,471 RSF

One North Dearborn

Chicago, IL





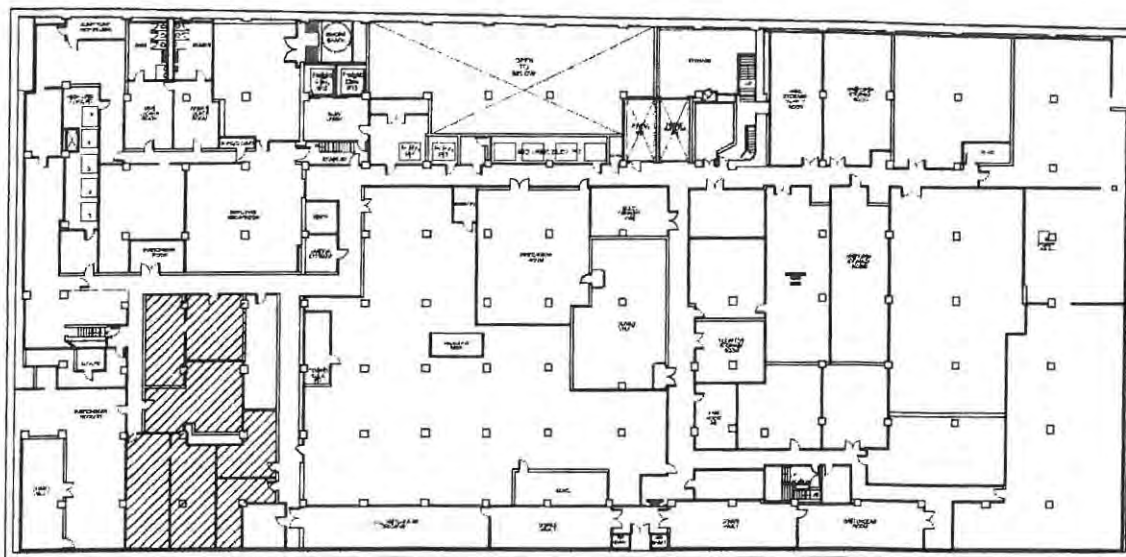
Suite 950
15,150 RSF
One North Dearborn
Chicago, IL



LANDLORD WILL CONSTRUCT CODE COMPLIANT MULTI-TENANT CORRIDOR ON 9TH FLOOR.

EXHIBIT A-1

DEPICTION OF STORAGE AREA



Suite LL2-P

3,000 Square Feet

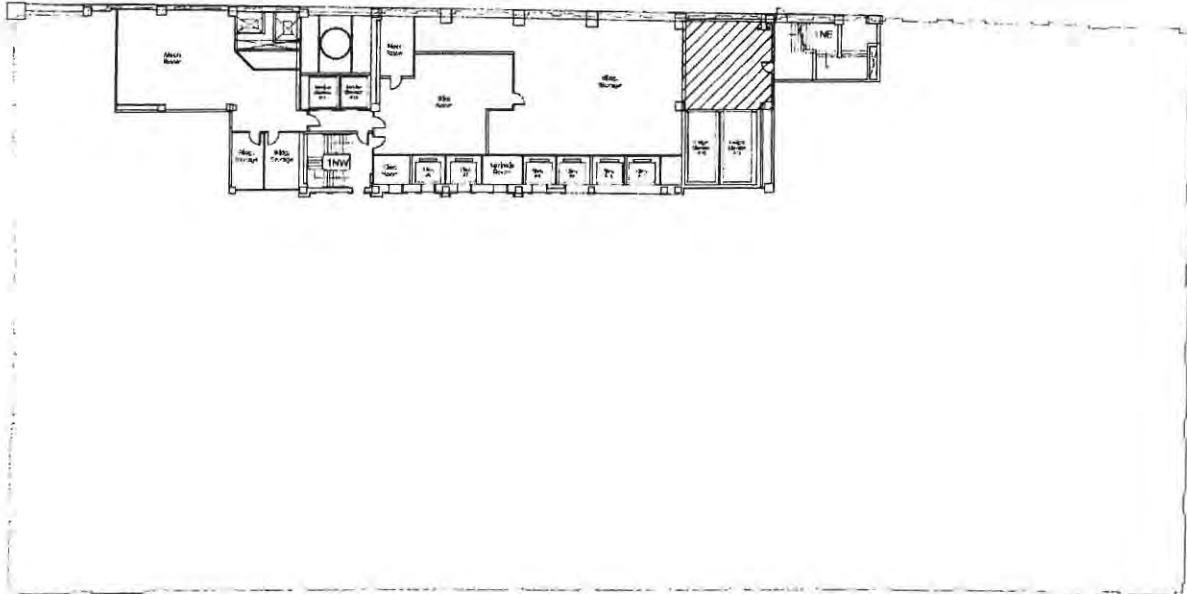
One North Dearborn

Chicago, IL



EXHIBIT A-2

LOCATION OF TENANT GENERATOR



1st Floor Mezzanine

Back Up Generator Location

One North Dearborn

Chicago, IL



LANDLORD WILL PROVIDE ACCESS TO TENANT GENERATOR LOCATION THROUGH BUILDING STORAGE AREA.

EXHIBIT B

BUILDING RULES AND REGULATIONS

The following rules and regulations will apply to the Premises, the Building and any appurtenances:

Sidewalks, doorways, vestibules, halls, stairways, and other similar areas may not be obstructed by tenants or used by any tenant for purposes other than ingress and egress to and from their respective leased premises and for going from one to another part of the Building.

Plumbing fixtures and appliances may be used only for the purposes for which designed, and no sweepings, rubbish, rags or other unsuitable material may be thrown or deposited in such fixtures and appliances. Damage resulting to any such fixtures or appliances from misuse by a tenant or its agents, employees or invitees, shall be paid by such tenant.

Subject to the requirements of Section 28 of the Lease, no signs, advertisements or notices may be painted or affixed on or to any windows or doors or other part of the Building without the prior written consent of Landlord. No nails, hooks or screws may be driven or inserted in any part of the Building except by Building maintenance personnel. No curtains or other window treatments may be placed between the glass and the Building standard window treatments.

Landlord will provide and maintain an alphabetical directory for all tenants in the main lobby of the Building.

Landlord will provide all door locks in each tenant's leased premises, at the cost of such tenant, and no tenant may place any additional door locks in its leased premises without Landlord's prior written consent. Landlord will furnish to each tenant a reasonable number of keys to such tenant's leased premises, at such tenant's cost, and no tenant may make a duplicate.

Movement in or out of the Building of furniture or office equipment, or dispatch or receipt by tenants of any bulky material, merchandise or materials which require use of elevators or stairways outside of the Premises, or movement through the Building entrances or main lobby may be conducted under Landlord's supervision at such times and in such a manner as Landlord may reasonably require. Each tenant assumes all risks of and will be liable for all damage to articles moved and injury to persons or public engaged or not engaged in such movement, including equipment, property and personnel of Landlord if damaged or injured as a result of acts in connection with carrying out this service for such tenant.

Landlord may prescribe weight limitations and determine the locations for safes and other heavy equipment or items, which will in all cases be placed in the Building so as to distribute weight in a manner acceptable to Landlord which may include the use of such supporting devices as Landlord may require. All damages to the Building caused by the installation or removal of any property of a tenant, or done by a tenant's property while in the Building, will be repaired at the expense of such tenant.

Corridor doors, when not in use, must be kept closed. Nothing may be swept or thrown into the corridors, halls, elevator shafts or stairways. No birds or animals (except for service animals) may be brought into or kept in, on or about any tenant's leased premises. No portion of any tenant's leased premises may at any time be used or occupied as sleeping or lodging quarters.

Tenant will cooperate with Landlord's employees in keeping its leased premises neat and clean. Tenant will not employ any person for the purpose of such cleaning other than the Building's cleaning and maintenance personnel.

Tenant may not make or permit any improper, objectionable or unpleasant noises or odors in the Building or otherwise interfere in any way with other tenants or persons having business with them.

No machinery of any kind (other than normal office equipment) may be operated by any tenant on its leased area without Landlord's prior written consent, nor may any tenant use or keep in the Building any flammable or explosive fluid or substance.

Landlord will not be responsible for lost or stolen personal property, money or jewelry from tenant's leased premises or public or common areas regardless of whether such loss occurs when the area is locked against entry or not.

No vending or dispensing machines of any kind may be maintained in any leased premises without the prior written permission of Landlord, except those intended for use by a tenant's employees and visitors.

Landlord may, from time to time, provide a bike storage area in a location designated and determined by Landlord in its sole discretion. Tenant and its employees may, at their risk, use such bike storage areas in common with other tenants of the Building, subject to such rules and regulations as Landlord may prescribe with respect to the use of such bike storage area.

EXHIBIT C

LANDLORD'S BASE BUILDING WORK

Asbestos Abatement – Landlord will remove and/or encapsulate asbestos containing materials in accordance with Landlord's Operations and Maintenance Program for the building.

Multi-Tenant Demising (Ground & 9th Floor) – Landlord will construct code complaint demising walls.

Window Treatment – Landlord will furnish and install building standard (Mechco 5300), commercial grade, roll up window shades on floors 2, 3, and 9.

Floor Treatment – Landlord will provide smooth concrete floor that meets the tolerance of ½" within 10' laterally, non-cumulative.

HVAC System – The building HVAC serving the lower level floor through the 3rd and the 9th floor at Building is designed to meet the following criteria: When the outside air temperature is 95 degrees F dry bulb/75 degree F wet bulb, the HVAC system is designed to maintain an average inside air temperature of 74 degrees F, plus or minus two degrees F. When the outside air temperature is negative 10 degrees F, the HVAC system is designed to maintain an average inside air temperature of 72 degrees F, plus or minus two degrees F at population density of one person per 140 rentable square feet.

Digital controls, temperature sensors, main trunk and distribution ductwork, VAV boxes and all necessary equipment for the complete operating system beyond existing will be funded from tenant improvement allowance. Controls are to be connected to building automation system (BAS) that, in-part, provides energy management. The BAS shall have adequate capacity to accommodate any approved Tenant installed devices and ample spare points. Air Handling Units (AHU) shall have variable frequency drives.

Valved and capped 2-inch supply and return taps for Tenant connection will be provided at each chilled water riser location.

Electrical – Landlord will provide as part of the Landlord's Base Building Work seven watts per rentable square foot at the Premises. Distribution as required by Tenant plans which on a demand basis provides for all Tenant's electrical convenience power (Tenant's outlets, office equipment and supplemental HVAC equipment) shall be provided and paid for out of the Contribution (as defined in the Workletter attached to this Lease).

Landlord shall house any primary and base-building transformers or main distribution equipment in the building core areas and not inside the demised Premises. Transformers that may be required by Tenant convenience electric usage, such as receptacles and lighting, shall be inside the demised Premises.

Life Safety System (Base Building) - Landlord will provide the following life safety elements in common areas: 1) exit and emergency lighting, 2) fire alarm speaker and strobes and 3) smoke detectors where required.

Life Safety System (Tenant) - The base building system will have the capability to serve the following life safety features as required by Tenant's plans and from tenant improvement allowance within the Premises: 1) exit and emergency lighting, 2) smoke detectors, 3) fire alarm speakers and strobes, and 4) security hardware as required by the tenant (all subject to Landlord's approval).

Fire Protection - Landlord will allow for fully sprinklered floor space suitable for installation and modification as required by Tenant's plans and from tenant improvement allowance. Each floor will be provided with code required flow and tamper switch for connection to by Tenant. Standpipe system provisions will include risers with 2 ½" fire hose valves located within stairwells. Risers will support fire hose valves as required by Tenant's plans.

Restrooms - Landlord will provide code compliant (including compliance with the American with Disabilities Act), fully finished men's and women's restroom(s) on each floor consistent with building standard finishes.

Demolition - Landlord will remove existing conditions as dictated by Tenant's Construction Plan, including:

- Partition walls
- Ceiling and Lighting
- Window treatments
- Millwork
- Interior doors
- Escalators at eastern portion of LL, 1st and 2nd floors

Floor Infill - Landlord will replace the concrete slab at the following locations: 1) where all existing escalators are being demolished on the east side of the Property and 2) at the southeast corner of the Premises between the 1st and 2nd floors. All new slab infill areas will undergo a 30 day moisture test.

EXHIBIT D

ESTOPPEL CERTIFICATE

The undersigned tenant ("**Tenant**") certifies as follows:

1. Tenant entered into a written lease dated February __, 2014 (the "**Lease**") with One North Dearborn Properties, LLC, as landlord ("**Landlord**"), under which Lease Landlord leased to Tenant and Tenant rented from Landlord certain premises on the _____ floor of the building located at One North Dearborn Street, Chicago, Illinois 60602 (the "**Premises**").

2. The Lease is in full force and effect; Tenant accepted and presently occupies the Premises and is paying rent currently; Tenant has no setoffs, claims or defenses to the enforcement of the Lease; and Tenant has not assigned or transferred its interest thereunder.

3. Tenant's Base Rent under the Lease is currently \$_____.

4. As of this date, Tenant is not in default in the performance of the Lease, has not committed any breach of the Lease and no notice of default has been given to Tenant.

5. As of this date, Landlord is not in default under the Lease, and no notice of default has been given to Landlord.

6. No rent or other moneys have been paid to Landlord or Landlord's agent by Tenant more than thirty (30) days in advance under the Lease, and a security deposit has been paid by Tenant in the amount of \$_____.

7. The term of the Lease expires on _____, and Tenant has the right to extend the term of the Lease for two additional five (5) year periods. Tenant does not have the option to purchase all or any portion of the Premises.

8. Tenant has no claim against Landlord for any security deposit or prepaid rent.

9. The Lease constitutes the only agreement between Landlord and Tenant with respect to the Premises, and the Lease has not been amended, modified or superseded.

Dated: _____, 20__

TENANT:

a _____

By: _____
Its: _____

EXHIBIT E

JANITORIAL SPECIFICATIONS

Restrooms:

Daily/Nightly

- Empty receptacles and replace liners
- Restock all dispensers
- Wipe clean doors and framework
- Clean mirrors
- Wet mop floors
- Clean all handles and latches
- Clean sinks, toilets, urinals
- Spot clean walls and HVAC convector covers
- Spot clean partitions, ledges, sills, doors, framework and glass
- Clean all chrome surfaces

Weekly Services

- Pour bleach/water mixture down floor drains (1 cup bleach to 1 gallon water)

Monthly Services

- Spray buff and seal tile floors and baseboards
- High dust partitions

Quarterly Services

- Vacuum all hvac vents (ceiling and convectors)

Annual Services

- Wash ceiling HVAC vent covers (with assistance from building engineer)

OFFICE SUITES

Occupied General Office Areas and Aisles:

Daily/Nightly

- Spot vacuum carpet
- Spot clean carpet
- Empty waste receptacles and replace liners as needed
- Wipe clean waste receptacles as needed
- Empty recycling receptacles
- Dust/wipe clean all "within reach" surfaces
 - *Do not move items on desks, do not dust electronics
 - **Phase" dusting is sometimes implemented (Floor is separated into sections for dusting each night)
- Spot mop tile floors as needed

Weekly Services

- Detail vacuum carpet
- Detail sweep/damp mop/buff tile floors
- Spot clean partitions, walls, columns, ledges, sills, doors
- Spot clean interior windows, display cases and all exposed metal

Monthly Services

- Dust/vacuum window blinds, drapes and levelers
- High Dust

Semi-annual Services

- Machine strip all tile floor surfaces and apply three (3) coats of floor finish.

Occupied Cubicles/Offices:

Daily/Nightly

- Dust/wipe clean all "within reach" surfaces
- Spot vacuum carpet. Properly arrange furniture
- Spot clean carpet

Spot clean interior windows, sills, display cases and all exposed metal
Empty waste receptacles
Replace waste receptacle liners as needed
Empty recycling receptacles
Wipe clean/sanitize waste receptacles as needed
Detail sweep/damp mop tile floors
Spot clean carpet

Weekly Services

Detail vacuum carpet
Polish wooden furniture (if cleared)
Spot clean partitions: display cases, columns, walls, ledges, shelves, sills and door units
Clean and sanitize telephones

Monthly Services

Dust window blinds, drapes and levelers
Wipe clean all upholstered furniture
High dust

Semi-annual Services

Machine strip all tile floor surfaces and apply three (3) coats of floor finish

EXHIBIT F
WORKLETTER

THIS WORKLETTER (the "**Workletter**") is referred to in and specifically made a part of that certain lease agreement dated February __, 2014 (the "**Lease**") by and between ONE NORTH DEARBORN PROPERTIES, LLC, a Delaware limited liability company ("**Landlord**"), and the Board of Education of the City of Chicago, an Illinois Municipal Corporation ("**Tenant**").

Landlord and Tenant agree that their respective rights and obligations with respect to the construction of the Premises shall be as provided in the Lease and in this Workletter. All of the terms used herein which are defined in the Lease shall have the same meanings as provided in the Lease unless otherwise stated herein.

1. **Plans and Specifications.**

(A) At the request and direction of Tenant, Landlord has, simultaneous with the execution and delivery of the Lease, entered into an agreement with Brook Architecture Incorporated ("**Architect**") to prepare and complete finished architectural plans and specifications for the Tenant Improvement Work. In addition Landlord shall, at the request and direction of Tenant, enter into an agreement with Cotter Consulting, Inc. ("**Consultant**") to provide consulting services in connection with the Tenant Improvement Work. Other than Architect, Consultant and Environmental Systems Design ("**Engineer**") (which shall be retained by Landlord to complete required MEP engineering plans in connection with the Tenant Improvement Work), any other professionals or consultants required or necessary in connection with the performance of the Tenant Improvement Work shall be retained by, and at the cost and expense of, either Architect or Consultant or Tenant. Landlord shall name and identify Tenant as a Third Party Beneficiary to its agreements with the Architect, Consultant, Engineer and any other professionals or contractors retained by Landlord with respect to the Tenant Improvement Work. Landlord shall have no liability or responsibility for any actions or inactions of Architect, Consultant, Engineer or any other professionals retained by Architect, Consultant or Tenant in the performance of their duties and obligations with respect to the Tenant Improvement Work; provided, however, so long as Tenant does not interfere with, delay or hinder the performance of the Landlord's Work, Tenant shall have the right, upon ten (10) days prior notice to Landlord and at its sole cost and expense, to enforce and require full compliance of these agreements as if it was a party thereto, including, without limitation, the completeness, design sufficiency, compliance with all laws, rules and regulations of governmental agencies or authorities of any drawings, plans or specifications prepared by Architect or Consultant in connection with the Tenant Improvement Work. Both Landlord's and Tenant's prior approval (which approval shall not be unreasonably withheld, delayed or conditioned by either Landlord or Tenant) shall be required on all payments by Landlord to the Architect, Engineer and the Consultant for their services relating to the Tenant Improvement Work.

(B) Architect shall prepare, complete and deliver to Landlord and Tenant the following described plans and specifications relating to the Tenant Improvement Work by the dates set forth below:

- (i) April 17, 2014: Design Development Documents with Detailed Outline Specifications as described below.
- (ii) May 9, 2014: 75% Construction Drawings (sufficient in detail so Landlord can obtain a building permit for the Tenant Improvement Work. Any delay in providing these documents by May 9, 2014 shall not be a Tenant Delay as defined below).
- (iii) May 23, 2014: Final Construction Documents (sufficient in detail so that Landlord can use the Final Construction Documents to obtain a final guaranteed maximum price contract for the Tenant Improvement Work from the approved general contractor).

The Design Development Documents with Detailed Outline Specifications described above shall contain such detail as required for Landlord to establish a preliminary guaranteed maximum price for the Landlord's Work. Design Development Documents with Detailed Outline Specifications shall include, but not be limited to, plans, elevations, sections demonstrating design intent, typical office and furniture power and data requirements, lighting concepts and fixture specifications or allowances, wall and millwork finishes or allowances, flooring specifications or allowances that will be designed to, MEP outline specifications identifying design intent, description of data center and IDF requirements (including supplemental cooling, fire protection, power, etc.).

Any failure by Architect to deliver any of the above described plans and specifications (except 75% Construction Documents by May 9, 2014) to Landlord and Tenant on or before the required date of delivery shall cause the Turnover Date (as hereinafter defined) to be delayed by the number of days Architect is late in any such delivery.

(C) On or before June 6, 2014 (which date shall be extended by the number of days Architect is late in delivering any of the plans and specifications and other documents described in sub-paragraph (B) above (except 75% Construction Documents by May 9, 2014), Landlord shall advise Tenant of the "Cost of the Work" (as hereinafter defined). Tenant may, within three (3) business days after being advised by Landlord of the Cost of the Work, deliver a written notice to Landlord with Tenant's proposed changes to the Final Construction Drawings. Architect shall make such changes to the Final Construction Documents as are necessary to incorporate the specific changes requested by Tenant and Landlord shall, as soon as reasonably practicable after

receiving such revised Final Construction Documents, advise Tenant of the revised Cost of the Work. If Tenant does not, within the aforescribed three (3) business day period, object in writing to the Cost of the Work, Tenant shall be deemed to have approved the same as originally proposed by Landlord. If, based upon the Final Construction Documents (as the same may be revised pursuant to this Paragraph 1(C) or as revised pursuant to governmental requirements, or to address conditions first discovered during the course of performing the Tenant Improvement Work, or as revised to correct mistakes in or omissions from the Final Construction Documents (other than mistakes or omissions caused by Landlord)), the Cost of the Work will exceed the Contribution, Tenant shall, within thirty (30) days after demand therefor by Landlord, deposit with Landlord the amount by which the Cost of the Work exceeds the Contribution. Once approved, the Final Construction Documents may not be changed in any material respect without the prior written approval of Landlord and Tenant, with Landlord's and Tenant's approval not to be unreasonably withheld, conditioned or delayed (and Tenant acknowledges that Landlord may withhold its consent if Tenant does not agree to pay any increase in the Cost of Work which arises out of such changes in the Final Construction Documents).

2. **Landlord's Work.** Landlord shall cause the Premises to be improved in accordance with the Final Construction Documents (as modified pursuant to the terms of this Workletter). The improvement of the Premises in accordance with the Final Construction Documents is sometimes referred to herein as the "**Landlord's Work**". After issuance of the 75% Construction Documents by the Architect and approval thereof in accordance with this Workletter, Landlord shall promptly apply for and use its commercially reasonable best efforts to obtain all permits and other approvals required in connection with the performance of the Landlord's Work. Upon receipt of all such permits and approvals, Landlord shall diligently pursue the completion of the Landlord's Work in a good and workmanlike manner in accordance with all applicable laws and building codes; free from defects in materials and workmanship and substantially in accordance with the approved the Final Construction Documents. If Landlord is delayed or prevented in obtaining any required permit or approval in connection with the performance of the Landlord's Work, either by Tenant, any deficiency or shortcoming in the Final Construction Documents, or delay in issuance of such permits caused by any applicable governmental authority or agency, and such delay prohibits Landlord from commencing the Landlord's Work on or before June 12, 2014, then the Turnover Date shall be extended by one day for each day after June 12 2014 until all such required permits and approvals have been issued to Landlord. Landlord, Tenant, the Architect and General Contractor shall use their best efforts to obtain the required permits for the Tenant Improvement Work by June 12, 2014.

If Landlord is unable to substantially complete and turnover the Premises to Tenant on October 5, 2014 due to any Tenant Delay (as defined in Section 3(B) below), then the Rent Commencement Date provided for in the Lease shall be thirty seven (37) days after October 5, 2014 (as provided for in Section IV(C) of the Schedule to the Lease).

The Landlord's Work shall be performed by a licensed and reputable contractor (the "General Contractor") interviewed and selected by Landlord and Tenant jointly on or

before February 14, 2014. Landlord shall request detailed bids from each of the qualified licensed contractors listed on Exhibit A attached to this Workletter. Proposals from the licensed contractors listed on Exhibit A shall be evaluated based upon each such contractor's team members (Project Executive, Project Manager, Site Superintendent, etc.), experience, workload, acknowledgment that cost savings on the construction of the Tenant Improvements will be credited to the Cost of the Work, construction schedule, subcontractor recommendations and relationships, and other standard qualifications for award, proposed fees, overhead, profit, insurance and defined general conditions. The General Contractor selected by Landlord and Tenant shall, based upon the Final Construction Documents, obtain bids from at least four (4) sub-contractors for each trade. Landlord shall provide Tenant with a copy of the construction contract Landlord enters into with the contractor jointly selected to perform the Landlord's Work. The contractor shall name both Landlord and Tenant as additional insureds as set forth in Paragraph 6 below. Tenant shall be named as a third party beneficiary under the construction contract and, provided Tenant does not interfere with, delay or hinder the performance of the Landlord's Work, Tenant shall have the right, upon ten (10) days prior notice to Landlord and at its sole cost and expense, to enforce the terms and conditions contained therein as if it was a party thereto. Both Landlord's and Tenant's prior approval (which approval shall not be unreasonably withheld, delayed or conditioned) shall be required on all payments by Landlord to the General Contractor for the construction and installation of the Tenant Improvement Work.

Landlord's Work shall be done in a first-class, good workmanlike manner in accordance with the Lease and applicable industry standards and by persons covered by a collective bargaining agreement with the appropriate trade union. Landlord shall use only new, first-class materials, except where explicitly shown otherwise in the Final Construction Documents approved by Landlord and Tenant. As set forth in Paragraph 8 below, Landlord shall obtain warranties of at least one (1) year's duration from the completion of Landlord's Work against defects in workmanship and materials on all work performed and equipment installed in the Premises as part of Landlord's Work.

Landlord shall proceed with the Landlord's Work expeditiously, continuously and efficiently in order to diligently complete the same in a timely manner. Landlord shall have no authority to deviate from the Final Construction Documents in performance of Landlord's Work, except as authorized by Tenant and the Consultant in writing or as required by governmental authorities. Landlord shall furnish to Tenant "as-built" drawings of the Landlord's Work within thirty (30) days after completion thereof.

Landlord shall permit Tenant and Tenant's architects, engineers, contractors and consultants access to the Premises to inspect and ensure Landlord's Work is being constructed and installed in accordance with the Plans and in a good and workmanlike manner; provided, however such access shall not interfere with or impede performance of the Landlord's Work.

3. **Completion of the Landlord's Work.** Subject to extensions due to any Tenant Delay or "**Excused Delay**" (as defined below), the Premises shall be Ready For Occupancy (as hereinafter defined) on or before October 5, 2014 (the "**Turnover Date**"). Landlord will give Tenant's Representative and the Consultant not less than ten (10) days prior written notice (the "**Completion Notice**") of the date on which the Premises

will be Ready for Occupancy. Tenant and the Consultant will then have the obligation, within five (5) business days after the Premises are Ready for Occupancy, to prepare a punchlist (to be signed by Landlord, Tenant, and the Consultant) of all items to be completed and/or corrected (the "**Punchlist Items**") based on Tenant's, Architect's and the Consultant's inspection of the Premises with Landlord or Landlord's representative(s) within such five (5) business day period. Except for items covered under any warranty (whether from Landlord or any contractor) and latent defects, any items not listed or described on such punchlist will be deemed accepted by Tenant. Subject to any Excused Delay (as defined below), Landlord will cause the Punchlist Items to be corrected and/or completed as expeditiously as possible, but no more than thirty (30) days thereafter unless such punchlist items require more than thirty (30) days to be corrected and Landlord is using commercially reasonable efforts to complete such punchlist items.

As used in this Workletter, the following terms are defined as follows:

(A) "**Excused Delay**" means any delay caused by strike, lockout or labor dispute; civil disorder; inability to procure materials or acceptable substitutes, provided that failure to order or pay for materials in a commercially reasonable and timely manner shall not be deemed to be inability to procure such materials; failure of power not caused by Landlord; restrictive governmental laws and regulations not in effect on the date the Lease is executed; riots, insurrections or war; fuel shortages; accidents; casualties; and acts of God.

(B) "**Tenant Delay**" means any delay not caused by Landlord which causes or results in delays of the substantial completion (as hereinafter defined) of the Landlord's Work beyond the applicable dates set forth above and caused by or arising out of: (i) Architect's failure to submit any of the plans and specifications and other documents on or before the dates required in Section 1(B) above (except 75% Construction Drawings on or before May 9, 2014), or Tenant's failure to supply information or give authorizations, approvals or responses within the time periods set forth herein; (ii) changes, alterations or additions to the Landlord's Work required by Tenant in the improvement of the Premises after the Final Construction Documents have been approved including, without limitation, change orders and/or field delays occurring pursuant to any change orders contemplated under Section 5 below, provided that before implementing the change, Landlord has notified Tenant in writing that the change will result in a Tenant Delay, which notice shall contain a good faith estimate of the length of the Tenant Delay; (iii) any interference by Tenant with the Landlord's Work which results in delay in the substantial completion of the Landlord's Work; (iv) special equipment, fixtures or materials incorporated in the Final Construction Documents (so long as at the time of approval of the Final Construction Documents, Landlord notifies Tenant as to any items therein considered long lead time items and the length of Tenant Delay anticipated) and/or subsequently ordered by or requested by Tenant after approval of the Tenant's Plans requiring long lead times; (v) inability of Landlord for any reason to obtain any permit or other approval required in connection with the performance of the Tenant Improvement Work (vi) Tenant's wrongful or

unreasonable refusal to approve any payment due and owing to the general contractor, the Architect or the Consultant; or (vii) any other delay directly resulting from a default on the part of Tenant, Architect, Consultant, Engineer or any other professionals retained by Tenant, Architect, Consultant or Engineer, or any of their respective agents or contractors, in the performance of their respective obligations under the Lease, this Workletter or under any agreement relating to performance of the Landlord's Work or any portion thereof.

(C) The Premises will be deemed "**Ready for Occupancy**" on the date of substantial completion (as hereinafter defined) of the Landlord's Work.

(D) "**Substantially completed**" or "**substantial completion**" means the completion of the Landlord's Work in a good and workmanlike manner and substantially in accordance with the Final Construction Documents, as the same may be amended from time to time, with the exception of minor or insubstantial details of construction, mechanical adjustment or decoration (including, without limitation, the punch list Items), the incompleteness of which will not unreasonably interfere with the normal use and occupancy of the Premises by Tenant or affect Tenant's ability to install its personal property, furniture, fixtures, equipment, cabling, communication, security, audio visual infrastructure and other equipment in the Leased Premises. Punch list items are to be completed as expeditiously as possible, but no more than thirty (30) days later unless the time is extended by Tenant in writing, unless such punch list items require more than thirty (30) days to be corrected and Landlord is using commercially reasonable efforts to complete such punch list items.

4. **Access by Tenant Prior to Completion of Landlord's Work.** Prior to the Commencement Date, Tenant intends to do installation of furniture, fixtures and equipment in the Premises to prepare the Premises for Tenant's initial occupancy and use in addition to the Landlord's Work ("**Tenant's Work**"), subject to the terms and conditions hereinafter provided. Tenant's Work shall comply with all of the provisions of the Lease, including, without limitation, Section 6 of the Lease to the extent applicable to the type of work being done. Landlord will permit Tenant and Tenant's agents, suppliers, contractors, subcontractors and consultants to enter the Premises to design and prepare plans, specifications and other documents required for Tenant's Work prior to the Turnover Date. Landlord will permit Tenant and Tenant's agents, suppliers, contractors, subcontractors and workmen to enter the Premises on the Turnover Date to perform Tenant's Work therein, provided that Tenant's Work does not unreasonably interfere with or delay the completion of the Landlord's Work, to the extent applicable, and Landlord and Tenant agree to use commercially reasonable efforts to coordinate their contractors and vendors work in the Premises. Landlord shall also provide Tenant with access to loading docks, freight elevators, construction hoists and electrical service prior to the Commencement Date in connection with the completion of Tenant's Work. Tenant shall reimburse Landlord for the reasonable out of pocket cost of the use of the freight elevators by Tenant after normal operating hours (between 6:00 p.m. and 6:00 a.m. Monday through Friday). Scheduling of Tenant's Work in the Premises and the use of loading docks, freight elevators shall be subject to advance scheduling with Landlord. Tenant's right of entry as provided herein shall be a license only, conditioned upon

Tenant fully performing and complying with each of the following covenants, conditions and requirements:

(A) Tenant and Tenant's agents, contractors, workmen, mechanics, suppliers and invitees shall work in harmony and not interfere with Landlord and Landlord's agents in the performance of the Landlord's Work or work for other tenants and occupants of the Building. If at any time such entry shall, in the reasonable judgment of Landlord, cause or threaten to cause disharmony or interference, Landlord shall have the right to withdraw such permission upon twenty-four (24) hours notice to Tenant and, subject to the requirements of this Subsection (A), Landlord shall provide alternate access time periods.

(B) Tenant agrees that any such entry into any portion of the Premises shall be deemed to be under all of the terms, covenants, conditions and provisions of the Lease, except as to the covenant to pay Rent and as provided in Section 4(A) above, and Tenant further agrees that in connection therewith, Landlord shall not be liable in any way for any injury, loss or damage which may occur to any of Tenant's Work and/or to property placed in the Premises prior to the Commencement Date and thereafter (except to the extent arising from the negligence or willful misconduct of Landlord, its agents, employees and/or contractors and subcontractors), the same being at Tenant's sole risk except as herein provided. Tenant shall allow Landlord access to the Premises for inspection purposes at all times during the period that Tenant is performing any Tenant's Work. If Tenant or any entity performing Tenant's Work on behalf of Tenant causes any injury to any person or any damage to the Premises, the Building, any other property of Landlord or to any other person, then Tenant agrees to indemnify, defend and hold Landlord harmless from and against any loss, damage or injury suffered in connection with any such damage or injury. Tenant shall cause such damage to be repaired at no expense to Landlord, and if Tenant or Tenant's contractor fails to cause such damage to be repaired promptly upon Landlord's demand therefor, then Landlord may, in addition to any other rights or remedies available to Landlord under this Lease or at law or in equity, cause such damage to be repaired, in which event Tenant shall promptly upon Landlord's demand pay or reimburse Landlord for the actual cost of such repairs as set forth in supporting documents and invoices.

(C) All contractors and subcontractors performing Tenant's Work shall use only those service corridors and service entrances designated by Landlord for ingress and egress of personnel, and the delivery and removal of equipment and material through or across any common areas of the Building shall only be permitted with the written approval of Landlord and during hours reasonably determined by Landlord. Landlord shall have the right to order Tenant or any contractor or subcontractor who violates these requirements to cease work in the Building and remove its equipment and its employees from the Building. At Landlord's option, Landlord may require Tenant to remove any portion of Tenant's Work that has not been done substantially according to approved plans, if applicable, and to restore any portion of the Building on which Tenant has performed such nonconforming work to its original condition or to correspond to the plans and specifications approved by Landlord and Tenant in writing;

(D) During the performance of Tenant's Work and Tenant's fixturing, Landlord shall provide trash removal service from a location designated by Landlord. Tenant shall be responsible for breaking down boxes and placing trash in Landlord's containers at such designated location. Tenant shall accumulate its trash in containers supplied by Landlord and shall not permit trash to accumulate within the Premises or in any Building corridors or public areas. Tenant shall perform Tenant's Work in a manner that dust or dirt resulting therefrom is contained within the Premises, and Tenant shall cause Tenant's contractors to leave the Premises in broom clean condition at the end of each day. Should Landlord deem it reasonably necessary to remove Tenant's trash because of accumulation within the areas of work (and not at the collection site designated by Landlord), Tenant or Tenant's contractors shall pay to Landlord an additional charge for such removal on a time and material basis;

(E) Tenant agrees that all services and work performed on the Premises by, on behalf of or for the account of Tenant in connection with Tenant's Work, including installation of telephones, cabling, materials and personal property delivered to the Premises, shall be done in a first-class, workmanlike manner using only good grades of material and shall be performed only by persons covered by a collective bargaining agreement with the appropriate trade union; and

(F) Tenant agrees to protect, indemnify, defend and hold Landlord and its agents, partners, contractors and employees harmless from and against any and all losses, damages, liabilities, claims, liens, costs and expenses (except those caused by the negligent or intentional actions or omissions of Landlord, its agents, employees, contractors and subcontractors), including reasonable attorney's fees, of whatever nature (but excluding consequential, special or punitive damages), including those to the person and property of Tenant, its employees, agents, invitees, licensees and others arising out of or in connection with the activities of Tenant or Tenant's contractors in or about the Premises or the Building, and the cost of any repairs to the Premises or the Building necessitated by activities of Tenant or Tenant's contractors.

5. **Change Orders.** Tenant may, by written direction to Landlord accompanied by appropriate construction documents and specifications showing the proposed changes to the Final Construction Documents, initiate changes to the approved Final Construction Documents or request Landlord's contractor to perform Tenant Work, such as the installation of telecommunication and electrical cable and wiring for Tenant's equipment, prior to the Turnover Date; provided Tenant's Work does not delay nor interfere with Landlord's Work. Landlord, as soon as possible but not to exceed five (5) days after receipt of such written direction and accompanying construction documents and specifications from Tenant, shall cause its contractor to prepare a written change proposal setting forth Landlord's good faith estimate of the costs which will result from the change (calculated based upon the actual net increase in hard costs (i.e. labor and materials) plus the contractor's general conditions and fees not to exceed a competitively bid market rate of the increased hard cost as set forth in the contract between Landlord and Contractor), including any costs for delay or out of sequence work, any delays expected as a result of the change and Landlord's estimate of the impact of the change upon the scheduled Turnover Date. Tenant shall have five

(5) business days from the receipt of said change proposal to accept or reject it. Accepted change proposals shall become change orders when approved by Tenant in writing. No field work will proceed without written approval of said change order by Tenant. Tenant shall be responsible for the net increase in the cost of the Landlord's Work attributable to any changes and such increases in the cost of the Landlord's Work shall be paid by Tenant from time to time as the change order work progresses, within thirty (30) days after Tenant's receipt of invoices for the costs incurred. Notwithstanding the foregoing, Landlord shall not be required to execute any requested changes to the Final Construction Documents which (a) would materially and adversely affect the operation or maintenance of the mechanical, plumbing, electric, heating, ventilating, air cooling or life safety systems of the Building, (b) would materially and adversely affect any structural components of the Building, or (c) have not been approved by applicable governmental authorities, to the extent required by applicable law. Neither review nor approval by Landlord of any of Tenant's change orders will constitute a representation or warranty by Landlord that any such change order is complete or suitable for its intended purpose or complies with applicable laws, ordinances, codes and regulations, it being expressly agreed by Tenant that Landlord assumes no responsibility or liability to Tenant or to any other person or entity for such completeness, suitability or compliance.

6. Insurance and Indemnification.

(a) In addition to any insurance which may be required under the Lease, Landlord shall secure, pay for and maintain or cause Landlord's contractors to secure, pay for and maintain during the construction and installation of Landlord's Work such insurance as Landlord deems necessary and appropriate for projects similar in size and scope to the Landlord's Work including Builder's Risk Insurance for physical loss or damage, including theft, vandalism and malicious mischief to Tenant's Improvements and Tenant's, its contractors' and subcontractors' personal property, tools and equipment. The cost of such insurance shall be included in the Cost of the Work.

(b) Without limitation of the indemnification provisions contained in the Lease, and except to the extent caused by the negligence or intentional misconduct of Tenant, and except to the fullest extent permitted by law, Landlord agrees to indemnify, protect, defend and hold harmless Tenant its Board members, trustees, directors, officers, employees, architects, consultants and agents, from and against all claims, liabilities, losses, damages and expenses of whatever nature (but expressly excluding consequential, special or punitive damages) arising out of or in connection with Landlord's Work. It is understood and agreed that the foregoing indemnity shall be in addition to the insurance requirements set forth above and shall not be in discharge of or in substitution for same or any other indemnity or insurance provision of the Lease.

7. **Landlord's Contribution.** Landlord shall contribute the sum of \$13,748,776.50 (which amount is based on \$75.75 per square foot of Rentable Area in the Premises) (the "**Contribution**") toward the "**Cost of the Work**" (as hereinafter defined). As used herein, "**Cost of the Work**" shall mean and include: the cost of all labor and materials for improvements to the Premises in accordance with the Final Construction Documents; the general contractor's fees; a supervisory fee which shall be

payable to Landlord in the amount of \$1 per RSF; the Engineer's fees; and the Architect's and Consultant's fees which are in excess of the fees to be paid to the Architect and Consultant as part of the real estate commission paid to Cushman and Wakefield under paragraph 21.4 of the Lease. Landlord may not deduct the cost of Landlord's Base Building Work described on Exhibit C and the space planning fee of \$.10 per square foot described in Paragraph 2.2(B) of the Lease from the Contribution and such costs and fees are to be paid by Landlord in addition to the Contribution. In the event the Cost of the Work (as determined pursuant to Paragraph 1(C) of this Workletter) is more than the Contribution as a result of approved change orders or any change orders which are required as a result of unforeseen or unknown circumstances or conditions then Tenant shall deposit the amount of such excess with Landlord within thirty (30) days of the receipt of the change order. The Cost of the Work may not be increased due to unforeseen or unknown circumstances or conditions which relate solely to the Base Building Work described on Exhibit C. In no event shall Landlord have any liability or responsibility for any Cost of the Work in excess of the Contribution except for additional costs due to Landlord's negligence or Landlord's failure to cause the Landlord's Work to be performed in conformance with the Final Construction Documents. If the Cost of the Work is less than the Contribution, Tenant may apply such remaining funds to actual costs incurred by Tenant in connection with its moving expenses, legal fees incurred in connection with the Lease, telecommunications cabling costs in the Premises and/or furniture, fixtures and equipment installed in the Premises.

8. **Warranties.** Landlord warrants to Tenant that the Landlord's Work will be completed in a good and workmanlike manner, free from faults, defects and deficiencies in materials and workmanship and in conformity with the Final Construction Documents for a period of one (1) year from the date that the Premises are substantially complete and that the Landlord's Work will substantially comply with all applicable laws and building codes.

9. **Miscellaneous.**

(A) Except as expressly set forth herein and in the Lease including its exhibits, Landlord has no other agreement with Tenant to improve the Premises and has no other obligation to do any other work or pay any amounts with respect to the Premises. Any other work in the Premises which may be permitted by Landlord pursuant to the terms and conditions of the Lease or this Workletter shall be done at Tenant's sole cost and expense (except as otherwise provided herein) and in accordance with the terms and conditions of the Lease.

(B) This Workletter 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 if the initial term of the Lease is renewed or extended, whether by any options under the Lease or otherwise, unless expressly so provided in the Lease or any amendment or supplement thereto.

(C) The failure by Tenant to pay any amount(s) due Landlord pursuant to this Workletter within the time periods herein stated, including any cure period,

shall be deemed an Event of Default under the terms of the Lease for which Landlord shall be entitled to exercise all remedies available to Landlord for nonpayment of Rent, and all late payments shall be subject to interest and late charges as provided in the Lease.

(D) This Workletter is being executed in conjunction with the Lease and is subject to the limitation of Landlord's and Tenant's liability set forth therein. In the event of a conflict between the Lease and this Workletter, the terms of this Workletter shall govern.

(E) Tenant agrees that any existing improvements in the Premises not used in construction of the Landlord's Work, including but not limited to doors, door frames, lighting, light fixtures and other detachable improvements, shall be returned to Landlord for its use.

(F) Landlord and Tenant agree that their construction work to be performed under this Workletter shall be by persons covered by a collective bargaining agreement with the appropriate trade union.

SIGNATURES APPEAR ON THE NEXT PAGE

IN WITNESS WHEREOF, the parties hereto have executed this Workletter as of this 11 day of FEBRUARY, 2014.

LANDLORD:

TENANT:

ONE NORTH DEARBORN PROPERTIES, LLC,
a Delaware limited liability company

Board of Education of the City of
Chicago,
an Illinois Municipal Corporation

T.D

By: 
Its: Monica

By: David Vofsi
Its: President

Authorization:

Board Report # 13-1218-0P3

Approved: 12-18-2013

**EXHIBIT A
TO
WORKLETTER**

APPROVED GENERAL CONTRACTORS

**F. H. Paschen Construction
Reed Construction
Interior Construction Group (ICG)
Bear Construction Company
Development Solutions Inc. (DSI)
Clune Construction**

EXHIBIT G

CERTIFICATE OF COMMENCEMENT DATE

With respect to that certain Lease Agreement dated February __, 2014 (the "**Lease**") for the premises commonly known as Suite ____ in the Building located at One North Dearborn Street, Chicago, Illinois, the undersigned certify and agree that the date of the commencement of the Term of the Lease was _____, and the date of expiration of the Term of the Lease will be _____.

Dated this ____ day of _____, 2014

LANDLORD:

ONE NORTH DEARBORN PROPERTIES, LLC,
a Delaware limited liability company

By: _____
Its: _____

TENANT:

a _____

By: _____
Its: _____

EXHIBIT H

SECURITY SPECIFICATIONS

Building security services include security personnel twenty-four (24) hours per day, seven (7) days per week, keycard system for ingress/egress and surveillance system monitoring lobby, dock, alley, freight vestibule and first floor stairwells that is both monitored and recorded.

EXHIBIT I

INTENTIONALLY OMITTED

EXHIBIT J

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:
Bank of America, N.A.
Capital Markets Servicing Group
Mail Code: NC1-026-06-01
900 West Trade Street, Suite 650
Charlotte, NC 28255
Attn: Servicing Manager
Loan No. 3224862

Space Above for Recorder's Use

**SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENT AGREEMENT**

NOTICE: THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT RESULTS IN YOUR LEASEHOLD ESTATE BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (the "**Agreement**") is made as of this 11 day of February, 2014, which date shall be the effective date of this Agreement, between BOARD OF EDUCATION OF THE CITY OF CHICAGO, an Illinois municipal corporation ("**Tenant**") and WELLS FARGO BANK, N.A., AS TRUSTEE FOR THE REGISTERED HOLDERS OF BANC OF AMERICA COMMERCIAL MORTGAGE INC., COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2006-6 (together with its successors and/or assigns, "**Lender**"), acting through its Servicer, Bank of America, N.A., a national banking association ("**Servicer**").

RECITALS:

A. Tenant is the lessee under the lease described in **Exhibit A** attached hereto (as the same may from time to time be assigned, subleased, renewed, extended, amended, modified or supplemented, collectively the "**Lease**").

B. Bear Stearns Commercial Mortgage, Inc., a New York corporation ("**Original Lender**") has previously made a loan (the "**Loan**") to One North Dearborn Properties, LLC a Delaware limited liability company or its successors and/or assigns with respect to the landlord's interest under the Lease ("**Landlord**"), evidenced by that certain Promissory Note A in the original principal amount of approximately \$165,000,000.00 (the "**Note**") executed by the Landlord and payable to the Original Lender and secured by a first priority deed of trust, mortgage or deed to secure debt on certain real and personal property and improvements (the "**Premises**"), recorded in the appropriate records of Cook County, Illinois on _____, as Instrument No. _____ (the "**Security Instrument**").

C. Original Lender has assigned to Lender all right, title and beneficial interest in and to the Note, the Security Instrument and certain other documents governing and relating to the Loan. Lender is the holder of the Note and has appointed Servicer to act on its behalf to service the Loan.

D. Lender has requested Tenant to confirm the fact that the Lease is subject and subordinate to the Security Instrument.

E. Tenant is willing to confirm the subordination of the Lease, provided it obtains assurance from Lender that its possession of the premises demised under the Lease (the "**Demised Premises**"), which Demised Premises is all or a portion of the Premises, and its right to use any common areas will not be disturbed by reason of or in the event of the foreclosure of the Security Instrument.

F. Lender is willing to give such assurance.

NOW THEREFORE, for and in consideration of the mutual agreements herein contained and other good and valuable consideration, the parties hereto do hereby mutually covenant and agree as follows:

1. Tenant hereby subordinates the Lease and all terms and conditions contained therein and all rights, options, liens and charges created thereby to the Security Instrument and the lien thereof, and to all present or future advances under the obligations secured thereby and to all renewals, extensions, amendments, modifications and/or supplements of same, to the full extent of all amounts secured thereby from time to time.

2. So long as no event of default on the part of Tenant under the Lease shall exist which would entitle the Landlord to terminate the Lease, or if such an event of default shall exist, so long as Tenant's time to cure the default shall not have expired, the term of the Lease shall not be terminated or modified in any respect whatsoever and Tenant's right of possession to the Demised Premises and its rights in and to any common areas and its other rights arising out of the Lease will all be fully recognized and protected by Lender and shall not be disturbed, canceled, terminated or otherwise affected by reason of the Security Instrument or any action or

proceeding instituted by Lender to foreclose the Security Instrument, or any extension, renewal, consolidation or replacement of same, irrespective of whether Tenant shall have been joined in any action or proceeding.

3. In the event that Lender takes possession of the Premises, either as the result of foreclosure of the Security Instrument or accepting a deed to the Premises in lieu of foreclosure, or otherwise, or the Premises shall be purchased at such a foreclosure by a third party, Tenant shall attorn to Lender or such third party and recognize Lender or such third party as its landlord under the Lease, and Lender or such third party will recognize and accept Tenant as its tenant thereunder, whereupon, except as set forth herein, all of the terms and provisions of the Lease shall continue in full force and effect as a direct lease between Lender or such third party and Tenant for the full term thereof, together with all extensions and renewals thereof, and Lender or such third party shall thereafter assume and perform all of the Landlord's obligations, as the landlord under the Lease with the same force and effect as if Lender or such third party were originally named therein as the Landlord, including, without limitation, the obligation to fund the Landlord's Contribution to be applied to the Cost of Work (as each term is defined in and in accordance with Exhibit F to the Lease); provided, however, that Lender or such third party shall not be:

(a) liable for any act or omission of any prior landlord (including the Landlord). Notwithstanding the foregoing to the contrary, nothing contained in this section shall be deemed to relieve the Lender from its obligation to cure any default under the Lease by Landlord which is continuing when the Lender succeeds to the Landlord's interest under the Lease, provided that the Lender had (i) written notice of such default in accordance with the terms of this Agreement prior to succeeding to the Landlord's interest under the Lease, and (ii) an opportunity to cure such default in accordance with the terms of this Agreement prior to succeeding to the Landlord's interest under the Lease, or if possession of the Premises is required, sufficient time after possession is obtained, or

(b) subject to any offsets or defenses which the Tenant might have against any prior landlord (including the Landlord), provided that Lender shall be subject to offsets and defenses so long as (i) such offsets and defenses are expressly related to the Lease, (ii) Lender had notice of such offsets and defenses prior to succeeding to the Landlord's interest under the Lease, and (iii) in the event of an offset, the amount the Tenant shall be permitted to offset or deduct from rent shall not exceed twenty-five percent (25%) of each monthly rental payment; or

(c) bound by any rent or additional rent which Tenant might have paid for more than two (2) months in advance to any prior landlord (including the Landlord), except for prepaid rent, if any, required to be paid by Tenant under the Lease; or

(d) bound by any amendment or modification of the Lease not consented to in writing by Lender.

4. Notwithstanding anything to the contrary in this Agreement or otherwise, in the event Lender or a third party takes possession of the Premises as provided in Paragraph 2 above, the liability of Lender or such third party under the Lease shall be limited to Lender's or such third party's, as the case may be, interest in the Premises, and upon any assignment or other transfer of Lender's or such third-party's interest in the Premises, Lender or such third party, as applicable, shall be discharged and released from any obligation or liability under the Lease arising or accruing after the date of such assignment or transfer.

5. Tenant agrees not to subordinate the Lease to any other lien or encumbrance which (i) affects the Premises under the Lease, or any part thereof, or (ii) is junior to the Security Instrument, without the express written consent of Lender, and any such subordination or any such attempted subordination or agreement to subordinate without such consent of Lender, shall be void and of no force and effect.

6. Tenant agrees to use good faith efforts to provide copies of all notices given Landlord under the Lease to Lender at the following address:

Lender: Wells Fargo Bank, N.A., as Trustee for the Registered Holders of Banc of America Commercial Mortgage Inc., Commercial Mortgage Pass-Through Certificates, Series 2006-6
c/o Bank of America, N.A.
Capital Markets Servicing Group
P.O. Box 65585
Charlotte, North Carolina 28255
Telephone: 866-531-0957
Telecopy: 704-317-0770

or to such other address as Lender shall designate in writing; and all such notices shall be in writing and shall be considered as properly given if (i) mailed to the addressee by first class United States mail, postage prepaid, registered or certified with return receipt requested, (ii) by delivering same in person to the addressee, or (iii) by delivery to a third party commercial delivery service for same day or next day delivery to the office of the addressee with proof of delivery; any notice so given shall be effective, as applicable, upon (a) the third (3rd) day following the day such notice is deposited with the United States mail, (b) delivery to the addressee, or (c) upon delivery to such third party delivery service; and any notice given in any other manner shall be effective only if and when received by the addressee. Tenant's failure to provide notice under this Agreement shall not result in Tenant being liable to Lender, however, Tenant acknowledges that the delivery of written notice to Lender as required by this Agreement is a necessary precondition to (i) Lender's obligation to cure any defaults of Landlord pursuant to Paragraph 3(a) and Paragraph 7 of this Agreement, and (ii) Lender being subject to any offsets or defenses pursuant to Paragraph 3(b) of this Agreement.

7. In the event Landlord shall fail to perform or observe any of the terms, conditions or agreements in the Lease, Tenant shall give written notice thereof to Lender and Lender shall have the right (but not the obligation) to cure such default by no later than the last date on which Landlord has a right to so cure pursuant to the terms of the Lease (the "**Default Cure Expiration Date**"). Provided, however, in the case of any default which Lender undertakes the responsibility to cure, and Lender has thereafter promptly proceeded to cure such default with reasonable diligence and continuity, but cannot, in Tenant's discretion, have cured such default prior to the Default Cure Expiration Date, then Tenant shall grant Lender such additional time as may be reasonably necessary for Lender to cure such default with diligence and continuity. Tenant shall not take any action with respect to such default under the Lease (including without limitation any action in order to terminate, rescind or avoid the Lease or to withhold any rent or other monetary obligations thereunder) until the later of the Default Cure Expiration Date, or any extensions thereof.

8. Nothing contained in this Agreement shall in any way impair or affect the lien created by the Security Instrument, except as specifically set forth herein.

9. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns; provided, however, that in the event of the assignment or transfer of the interest of Lender to a party that assumes Lender's obligations and liabilities hereunder, all obligations and liabilities of Lender under this Agreement shall terminate, and thereupon all such obligations and liabilities shall be the responsibility of the party to whom Lender's interest is assigned or transferred.

10. In the event of any litigation or other legal proceeding arising between the parties to this Agreement, whether relating to the enforcement of a party's rights under this Agreement or otherwise, the prevailing party shall be entitled to receive its reasonable attorney's fees and costs of suit from the non-prevailing party in such amount as the court shall determine.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

TENANT:

BOARD OF EDUCATION OF THE CITY OF
CHICAGO, an Illinois Municipal Corporation

By: David Vitale
Its: President

T.D

LENDER:

WELLS FARGO BANK N.A., AS TRUSTEE FOR
THE REGISTERED HOLDERS OF BANC OF
AMERICA COMMERCIAL MORTGAGE INC.,
COMMERCE MORTGAGE PASS-THROUGH
CERTIFICATES,
SERIES 2006-6

By: Bank of America, N.A., a national banking
association, as Servicer

By: _____
Name: _____
Title: _____

[California acknowledgments]

ACKNOWLEDGMENT

STATE OF _____)
COUNTY OF _____

On _____ before me, _____,
a Notary Public in and for the State of _____, personally
appeared _____
[and _____ personally known to me (or proved to me on
the basis of satisfactory evidence) to be the person[s] whose name[s] [is/are] subscribed to the
within instrument and acknowledged to me that [he/she/they] executed the same in
[his/her/their] authorized [capacity/capacities], and that by [his/her/their] signature[s] on the
instrument the person[s], or the entity upon behalf of which the person[s] acted, executed the
instrument.

WITNESS my hand and official seal.

(Space above for official notarial seal)

ACKNOWLEDGMENT

STATE OF Illinois
COUNTY OF Cook

On 2/11/14 before me, Vonna M. Moss,
a Notary Public in and for the State of Illinois, personally
appeared David J. Vitale, President
[and _____ personally known to me (or proved to me on
the basis of satisfactory evidence) to be the person[s] whose name[s] [is/are] subscribed to the
within instrument and acknowledged to me that [he/she/they] executed the same in
[his/her/their] authorized [capacity/capacities], and that by [his/her/their] signature[s] on the
instrument the person[s], or the entity upon behalf of which the person[s] acted, executed the
instrument.

WITNESS my hand and official seal.



(Space above for official notarial seal)

Vonna M. Moss

EXHIBIT A
LEASE

That certain Office Lease dated as of _____, 2014 by and between Board of Educations of the City of Chicago, an Illinois municipal corporation, as tenant, and One North Dearborn Properties, LLC a Delaware limited liability company, as landlord, relating to the certain premises located in the building located at One North Dearborn, in Chicago, Illinois, including any assignments, subleases, renewals, extensions, amendments, modifications or supplements thereof that have received the prior written consent of Lender.