

# Public Building Commission of Chicago



## Meeting Minutes

DECEMBER 13, 2022

2:30 PM

Regular Meeting of the  
Board of Commissioners of the  
Public Building Commission of Chicago  
Over a Virtual Platform with  
Limited In-Person Attendance  
At the Richard J. Daley Center

## Board of Commissioners

Lori E. Lightfoot, Chairman

Olga Camargo

Joyce Chapman

Kimberly DuBuclet

James F. Ellis, Jr.

Myetie H. Hamilton

Jose G. Maldonado, Jr.

Toni Preckwinkle

Arnold Randall

Samuel Wm. Sax

David Todd Whittley

**PUBLIC BUILDING COMMISSION OF CHICAGO  
MINUTES OF THE REGULAR MEETING OF THE  
BOARD OF COMMISSIONERS HELD OVER A VIRTUAL PLATFORM WITH  
LIMITED IN PERSON ATTENDANCE AT THE RICHARD J. DALEY CENTER  
ON DECEMBER 13, 2022 AT 2:30 P.M.**

**The following Commissioners were present:**

Chairman Lori E. Lightfoot  
Olga Camargo  
Joyce Chapman  
James Ellis, Jr.  
Myetie H. Hamilton  
Jose G. Maldonado, Jr.  
Arnold Randall  
Samuel Wm. Sax - 8

**Attendees present were:**

Carina E. Sánchez

J.	Borkman	R.	Giderof	L.	Neal
A.	Fredd	L.	Lypson	T.	Foucher-Weekley
L.	Giderof	M.	Meade	M.	Witry

The meeting was called to order by Chairman Lightfoot, and the presence of a quorum was established.

Following the roll call, a public participation period was conducted pursuant to Section 2.06(g) of the Open Meetings Act. There were no speakers who had previously registered to provide comments under the guidelines established by Resolution No. 7611 approved by the Board of Commissioners on January 11, 2011.

Next, Chairman Lightfoot presented to the Board for consideration of approval the minutes of the Rescheduled Board Meeting held on October 13, 2022. The reading of said minutes, which had previously been distributed, was dispensed with and upon motion duly made and seconded, the minutes of the October 13, 2022 board meeting were unanimously approved.

The next item on the Agenda was consideration of approval of a Resolution commending the service of Olga Camargo as a Commissioner of the Public Building Commission of Chicago. At the request of the Chairman, Executive Director Sanchez read into the record a Resolution commending Commissioner Camargo for her service to the Public Building Commission and the citizens of the City of Chicago, a copy of which is attached hereto as **Exhibit “A”**. Upon motion duly made and seconded, the following resolution was adopted:

**RESOLUTION NO. 8656**

**WHEREAS**, on June 13, 2017, Olga Camargo was sworn-in as a Commissioner of the Public Building Commission with the advice and consent of Chicago City Council and on that same date was appointed as a member of the Administrative Operations Committee; and

**WHEREAS**, in addition to her volunteer service to the PBC Board, Olga Camargo is the CEO and Founder of FARO Associates, LLC, a Woman-Owned Business and Minority Business Enterprise, specializing in operations consulting, risk management and advisory services; and

**WHEREAS**, Ms. Camargo has received national recognition for her professional work as a financial advisor by helping minority communities/workforce become retirement ready. Olga was selected to Diversity MBA’s eleventh annual list of Top 100 under 50 Diverse Executive Leaders and was named among the 50 Most Influential Latino Leaders in Chicago by Negocios Now Business Newspaper; and as Aspen Institute’s 2019 Ricardo Salinas Scholar; a member of Forbes Business Council; and

**WHEREAS**, Ms. Camargo has demonstrated an unwavering commitment to serving communities across Chicago. Olga served on The Metropolitan Pier & Exposition Authority Board and chaired the Hispanic Alliance for Career Enhancement “HACE”. Olga serves on the Illinois State Treasurer’s Hispanic Advisory Council, The Rotary Club of Chicago Board, as a member of New America Alliance’s American Latina Leadership Caucus (100 Influential Latinas across sectors in the U.S.). Olga also served on The Chicago Plan Commission, as Treasurer for the Chicago Cook Partnership Workforce Investment Board, as Vice Chair for Instituto Del Progreso Latino and was a member of the Little Village Chamber of Commerce Board and the Metropolitan Planning Council Board of Governors; and

**WHEREAS**, Ms. Camargo is a native Chicagoan and holds a Bachelor of Science in business and a Master of Arts in English from the University of Illinois at Chicago; and

**WHEREAS**, Ms. Camargo has made numerous contributions to the Public Building Commission to facilitate its mission of providing sustainable facilities to improve the quality of life for the residents of the City of Chicago; and

**NOW, THEREFORE, BE IT RESOLVED** that Olga Camargo is hereby commended by the Chairman, members of the Board of Commissioners and the Executive Director of the Commission for her leadership and dedicated service to the Public Building Commission and the citizens of the City of Chicago and Cook County; and

**BE IT FURTHER RESOLVED** that the Executive Director is hereby authorized and directed to present an appropriate copy of this resolution to Olga Camargo commemorating her outstanding service as Commissioner of the Public Building Commission of Chicago and Member of the Administrative Operations Committee of the Public Building Commission of Chicago.

**Commissioners voting in the affirmative:**

Chairman Lori E. Lightfoot, Olga Camargo,  
Joyce Chapman, James F. Ellis, Jr.,  
Myetie H. Hamilton, Jose G. Maldonado, Jr.,  
Arnold Randall, Samuel Wm. Sax - 8

**Commissioners voting in the negative:**

None

The next item on the agenda was a report by Commissioner Maldonado regarding the Administrative Operations (AO) Committee virtual meetings held on November 3, 2022 and December 7, 2022. A summary of the AO Committee report is summarized as follows:

The Executive Director reported on the Notice of Administrative Operations Committee meetings for 2023 and on a lease with Café Tola for a new coffee shop in the concourse level of the Richard J. Daley Center.

The Director of Procurement reported on a recommendation to approve an amendment for electronic project management systems and technical support services to e-Builder, Inc.

The Chief Development Officer reported on Field Orders and the following Change Order:

- Change Order in the amount of \$344,422.80 for the Williams Park Field House Project.



The AO Committee accepted the recommendations and reports from the PBC representatives.

A copy of the Professional Services Amendment Report is attached hereto as **Exhibit "B"**.

A copy of the Change Order Report (AOR) report is attached hereto as **Exhibit "C"**.

Following consideration of the AO Committee report and upon motion duly made and seconded, the following Resolutions was adopted by the Board of Commissioners:

**RESOLUTION NO. 8657**

**BE IT RESOLVED** that the Board of Commissioners of the Public Building Commission hereby approves the amendment to the professional services agreement for the Project as indicated on the document entitled, "Proposed Amendment Report to the Administrative Operations Committee" and attached to the minutes of this meeting as **Exhibit "B"**.

**Commissioners voting in the affirmative:**

Chairman Lori E. Lightfoot, Olga Camargo,  
Joyce Chapman, James F. Ellis, Jr.,  
Myetie H. Hamilton, Jose G. Maldonado, Jr.,  
Arnold Randall, Samuel Wm. Sax - 8

**Commissioners voting in the negative:**

None

**RESOLUTION NO. 8658**

**BE IT RESOLVED** that the Board of Commissioners of the Public Building Commission hereby approves the change order to the Project as indicated on the document entitled, "Proposed Change Order Report to the Administrative Operations Committee" and attached to the minutes of this meeting as **Exhibit "C"**.

**Commissioners voting in the affirmative:**

Chairman Lori E. Lightfoot, Olga Camargo,  
Joyce Chapman, James F. Ellis, Jr.,  
Myetie H. Hamilton, Jose G. Maldonado, Jr.,  
Arnold Randall, Samuel Wm. Sax - 8

**Commissioners voting in the negative:**

None

The next item on the agenda was a presentation by Executive Director Sánchez regarding regular reports, development status and other matters. She advised the Commissioners regarding the publication of the Public Building Commission's newsletter entitled, "CONSTRUCTIVE NEWS YOU CAN USE". The newsletter featured an article describing the partnership established by the Public Building Commission with HIRE360 to increase minority and women participation in employment opportunities on PBC's construction and renovation projects. The newsletter also featured an article regarding PBC's newest member of the Board of Commissioners, Myetie Hamilton, who serves as President of the Chicago Park District. As a member of PBC's Board of Commissioners, Ms. Hamilton will join her fellow commissioners in advising the Public Building Commission on the construction and renovation of public projects in Chicago.

The Executive Director also noted that the newsletter prominently featured Gabrielle Lewis, an 11-year union laborer and one of the dedicated workers on the Phillips High School project that was recently designed and constructed by the Public Building Commission of Chicago. The newsletter also featured an article focused on Jackie Koo, founding Principal of Koo Architecture, and her professional accomplishments in many award-winning public projects. Koo has worked on several projects undertaken by the Public Building Commission with emphasis on increasing representation for women and minorities in all levels of architecture.

The Executive Director reported that a Contract Services Open House was hosted by MB Real Estate and the Public Building Commission at the Daley Center that was designed to

encourage new and existing participation among vendors and contractors for goods and services at the Richard J. Daley Center. The event featured employment and contracting opportunities for buildings and materials, maintenance, painting, and custodial services among others. It also provided an opportunity for numerous contractors and individuals to obtain information regarding employment and contracting opportunities with the Public Building Commission and other agencies.

The Executive Director advised the Commissioners that the Public Building Commission had adopted families in a partnership with the Metropolitan Family Services to provide gifts and other items to local families during the holiday season. Finally, the Executive Director expressed her gratitude to the Chairman, Board Members and Staff for their service during the past year and extended holiday greetings to all.

Following discussion and comment, the Executive Director's report was accepted.

The next item on the agenda was consideration of approval of a lease between Café Tola, Ltd. and the Public Building Commission of Chicago for Café Tola for a coffee shop to be located on the concourse of the Richard J. Daley Center. The proposed lease would enable the Public Building Commission to obtain a tenant for the vacant retail space formerly occupied by Starbucks and provide an amenity to the existing tenants and occupanats of the Daley Center. The proposed lessee is a local, family-owned enterprise with deep ties to the Chicago area. The retail area consists of approximately 705 square feet and would be rented for a term of five (5) years with three (3) renewal options for 3 years each. Discussion ensued regarding the proposed commencement date for the space and necessary renovations that would be needed under the supervision of the Property Manager. Upon motion duly made and seconded, the following Resolution was adopted:

**RESOLUTION NO. 8659**

**BE IT HEREBY RESOLVED** that the Board of Commissioners hereby approves the lease between Café Tola, Ltd., and the Public Building Commission for the vacant retail space consisting of approximately 705 square feet situated on the concourse level of the Richard J. Daley Center, substantially in the form attached hereto as **Exhibit “D”**.

**BE IT FURTHER RESOLVED** that the Executive Director and appropriate officials of the Public Building Commission are hereby authorized and directed to undertake such action and to execute such documents, upon approval as to form and legality as may be approved by Legal Counsel, as may be necessary and appropriate in order to effectuate this Resolution.

**Commissioners voting in the affirmative:**

Chairman Lori E. Lightfoot, Olga Camargo,  
Joyce Chapman, James F. Ellis, Jr.,  
Myetie H. Hamilton, Jose G. Maldonado, Jr.,  
Arnold Randall, Samuel Wm. Sax - 8

**Commissioners voting in the negative:**

None

There being no further business to come before the Board of Commissioners, the meeting was adjourned.

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Secretary

APPROVED:

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Chairman

## RESOLUTION NO. 8656

WHEREAS, on June 13, 2017, Olga Camargo was sworn-in as a Commissioner of the Public Building Commission with the advice and consent of Chicago City Council and on that same date was appointed as a member of the Administrative Operations Committee; and

WHEREAS, in addition to her volunteer service to the PBC Board, Olga Camargo is the CEO and Founder of FARO Associates, LLC, a Woman-Owned Business and Minority Business Enterprise, specializing in operations consulting, risk management and advisory services; and

WHEREAS, Ms. Camargo has received national recognition for her professional work as a financial advisor by helping minority communities/workforce become retirement ready. Olga was selected to Diversity MBA's eleventh annual list of Top 100 under 50 Diverse Executive Leaders and was named among the 50 Most Influential Latino Leaders in Chicago by Negocios Now Business Newspaper; and as Aspen Institute's 2019 Ricardo Salinas Scholar; a member of Forbes Business Council; and

WHEREAS, Ms. Camargo has demonstrated an unwavering commitment to serving communities across Chicago. Olga served on The Metropolitan Pier & Exposition Authority Board and chaired the Hispanic Alliance for Career Enhancement "HACE". Olga serves on the Illinois State Treasurer's Hispanic Advisory Council; The Rotary Club of Chicago Board; as a member of New America Alliance's American Latina Leadership Caucus (100 influential Latinas across sectors in the U.S.), and Olga also served on The Chicago Plan Commission; as Treasurer for the Chicago Cook Partnership Workforce Investment Board, as Vice Chair for Instituto Del Progreso Latino, the Little Village Chamber of Commerce Board, the Metropolitan Planning Council Board of Governors; and

WHEREAS, Ms. Camargo is a native Chicagoan and holds a Bachelor of Science in business and a Master of Arts in English from the University of Illinois at Chicago; and

WHEREAS, Ms. Camargo has made numerous contributions



to the Public Building Commission to facilitate its mission of providing sustainable facilities to improve the quality of life for the residents of the City of Chicago; and

**NOW, THEREFORE, BE IT RESOLVED** that Olga Camargo is hereby commended by the Chairman, members of the Board of Commissioners and the Executive Director of the Commission for her leadership and dedicated service to the Public Building Commission and the citizens of the City of Chicago and Cook County; and

**BE IT FURTHER RESOLVED** that the Executive Director is hereby authorized and directed to present an appropriate copy of this resolution to Olga Camargo commemorating her outstanding service as Commissioner and Member of the Administrative Operations Committee of the Public Building Commission of Chicago.

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LORI E. LIGHTFOOT, CHAIRMAN

DECMEBER 13, 2022

Exhibit B.  
**Public Building Commission of Chicago**  
**Proposed Amendment Report to the Administrative Operations Committee**  
**December 7, 2022**

Amendment	Project	Consultant	Agreement No.	Service	Reason for the Proposed Amendment	Current Agreement Authority	Amount of the Proposed Amendment	Revised Agreement Authority Including Proposed Amendments
1	Program Wide	e-Builder, Inc.	PS3024 AM002	Electronic Project Management System and Technical Support Services	<p>This amendment extends the term of the existing contract through February 1, 2026. This amendment will increase the maximum compensation of the Agreement by \$750,000. Specific services and associated compensation will continue to be issued in Task Orders.</p> <p>The scope of services in the amendment are an extension of the services included in the Agreement.</p>	\$1,000,000.00	<b>\$750,000.00</b>	\$1,750,000.00

**PUBLIC BUILDING COMMISSION OF CHICAGO**  
**BOARD MEETING – DECEMBER 13, 2022**  
**CHANGE ORDER REPORT**



Exhibit C.  
**PUBLIC BUILDING COMMISSION**  
**SUMMARY REPORT OF CHANGE ORDERS**  
**FOR PBC BOARD MEETING**  
**December 13, 2022**

A	B	C	D	E	F = (D+E)	G	H=(F+G)	I=(E+G/D)
PROJECT	CONTRACT	CONTRACTOR	ORIGINAL CONTRACT VALUE	PREVIOUSLY APPROVED BOARD CHANGES	CURRENT CONTRACT VALUE <small>(Including Previously Approved Changes)</small>	REPORTED CHANGE ORDERS*	ADJUSTED CONTRACT VALUE <small>(Including Approved Current Proposed Change Orders)</small>	APPROVED BOARD CHANGES % <small>(of Original Contract)</small>
Williams Park Field House 2820 S. State Street Project Manager: Randy Williams	C1593	Burling Builders, Inc.	\$7,393,000.00	\$160,957.13	\$7,553,957.13	\$344,422.80	\$7,898,379.93	4.66%

**PUBLIC BUILDING COMMISSION OF CHICAGO**

## CHANGE ORDER

Williams Park Field House

2820 S. State Street

December 13, 2022

**Burling Builders, Inc.**44 W. 60<sup>th</sup> Street

Chicago, Illinois 60621

CHNG	BULL	<b>CONTRACT NUMBER 1593</b>	
ORDR	NUM	ORIGINAL CONTRACT PRICE	\$7,393,000.00
NUM		APPROVED CHANGE ORDERS	\$160,957.13
<b>ADJUSTED CONTRACT PRICE TO DATE</b>			<b>\$7,553,957.13</b>
003	1593-027	Time of completion modifications and winter protection associated with site impacts. Revised Substantial Completion Date: August 12, 2019 Other	\$293,362.11
003	1593-056	Lobby trash enclosure revisions (framing and solid surface countertop/lid) Client Directed	\$8,672.46
003	1593-060	Furnish and install revised storefront door hardware and associated security services. Error or Omission.	\$44,421.40
003	1593-063	Deduct Unused Commission Contingency. Other	(\$2,033.17)
TOTAL CHANGE ADDITION			\$344,422.80
<b>ADJUSTED CONTRACT PRICE AFTER APPROVAL</b>			<b>\$7,898,379.93</b>

All interested parties are hereby notified that the Change Order listed above shall apply to Contract No. 1593 heretofore issued by the Public Building Commission.

All parties shall apply the change as indicated above.

Resolution Number \_\_\_\_\_

Changes as specified above authorized for the Public Building Commission of Chicago by:

\_\_\_\_\_  
Reviewed By

\_\_\_\_\_  
Executive Director

**COMMERCIAL LEASE**  
***(Richard J. Daley Center, Chicago, Illinois)***

THIS COMMERCIAL LEASE (this "**Lease**"), dated and effective as of the later of the signature dates below (the "**Effective Date**"), is entered into by and between **PUBLIC BUILDING COMMISSION OF CHICAGO**, a municipal corporation organized under the Public Building Commission Act ("**PBCC**"), and **CAFÉ TOLA LTD.** an Illinois corporation ("**Tenant**"). PBCC and Tenant are sometimes individually referred to herein as a "**Party**" and collectively as the "**Parties**".

**RECITALS**

**WHEREAS**, on March 18, 1956, the City Council of the City of Chicago created PBCC pursuant to the Public Building Commission Act of the State of Illinois, 50 ILCS 20 et. seq. (the "Act"). The Act provides that a public building commission is authorized and empowered to operate, maintain, manage, and enter into contracts for the operation, maintenance and management of public buildings and facilities; and

**WHEREAS**, Section 14(i) of the Act authorizes and empowers PBCC (i) to rent such space in such building or buildings as from time to time may not be needed by any governmental agency for such other purposes as the Board of Commissioners may determine will best serve the comfort and convenience of the occupants of such building or buildings, and upon such terms and in such manner as the Board of Commissioners may determine. (50 ILCS 14/(i))

**WHEREAS** PBCC holds fee title to that certain civic center commonly known as the Richard J. Daley Center (the "Daley Center" or "the Building") including, but not limited to, the thirty-one (31) story building, outdoor plaza and such other improvements that are a part thereof, on the property generally located at 50 W. Washington St., Chicago, IL 60602;

**WHEREAS** PBCC has entered into a contract with MB Real Estate, Inc. ("MBRE") to perform property management services with respect to the Daley Center; and

**WHEREAS** Tenant desires to lease a portion of the space located on the Lower Level of the Daley Center (the "Premises" as more fully described below) from PBCC for use as a coffee store and related uses pursuant to the terms and conditions of this Lease

**WHEREAS** PBCC desires to lease such space in the Building to Tenant solely for the purposes described herein; and

**WHEREAS**, PBCC by resolution number \_\_\_\_\_ adopted on December 13, 2022 has agreed to enter into this Lease for the purpose of leasing space in the Daley Center to the Tenant;

**WHEREAS**, the Parties have determined that it is necessary, desirable and in the public interest to enter into this Lease in order to set forth their respective objectives,



duties, responsibilities and to describe the terms and conditions governing the lease of space in the Daley Center by PBCC to the Tenant;

**NOW THEREFORE**, in consideration of the foregoing Recitals, which are hereby incorporated herein as though set forth in full, and the mutual obligations of the Parties and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

**1. PREMISES.** PBCC acting by and through MBRE, as Landlord (hereinafter "**Landlord**") agrees to provide for use by the Tenant, certain real property consisting of approximately 705 useable square feet located on the Lower Level of the Daley Center, as depicted on Exhibit 1 attached hereto and incorporated herein by reference (hereinafter called the "**Premises**"). The Premises shall include:

**(a) Concourse Seating.** Tenant will have 208 square feet of seating available outside of the Premises within the Concourse area, as depicted on Exhibit 1.

**(b) Storage.** Tenant will have sole access to the storage space totaling 217 square feet as depicted on Exhibit 1. Landlord will change locks to the storage space prior to Lease Commencement.

**2. Lease Commencement.** This Lease shall commence on the Possession Date (as defined in Section 4.2) by Tenant ("**Lease Commencement Date**").

**3. TERM.** The term of the Lease is five (5) years or sixty (60) months (the "**Lease Term**"). The Lease Term shall commence on the same date as the Rent Commencement Date, as defined in Section 5.3 (the "**Lease Term Commencement Date**") and shall expire five years from the Rent Commencement Date (the "**Termination Date**") unless sooner terminated or extended as provided by this Lease. If the Termination Date does not fall on the last day of a calendar month, Landlord and Tenant may elect to adjust the Termination Date to the last day of the calendar month in which Termination Date occurs by the mutual agreement and execution of the Lease Term Commencement Date Agreement (defined below) setting forth such adjusted date.

**(a)** Promptly following the determination of the Lease Commencement Date, but no later than three (3) business days after the Lease Commencement Date, Landlord shall prepare, complete, execute and transmit to Tenant the form of the Lease Commencement Date Agreement (the "**Lease Term Commencement Date Agreement**"), Exhibit 7 to this Lease, for Tenant's review and execution. If Tenant does not execute the Lease Term Commencement Date Agreement transmitted by Landlord pursuant to the foregoing within ten (10) business days of the date of transmittal, Tenant shall be deemed to have executed the Lease Term Commencement Date Agreement and agreed to the Lease Term Commencement Date set forth therein.

**(b)** Tenant shall have the option to extend the term of this Lease for three (3) consecutive three (3) year periods (each an "Extension Term") with twelve (12) months prior written notice to Landlord, upon the same terms and conditions as contained in this Lease as modified by any Addendum. The rent for the Term and any Extension Term shall be as



set forth in Section 5 below.

**4. PERMITTED USE.** Tenant agrees at all times during the term of this Lease to use the Premises solely for the purpose of a coffee store and related uses including the retail sale of fresh and ground coffee beans, coffee by the cup, espresso- based drinks, prepackaged coffee beans, teas and spices, coffee and tea related equipment and supplies, books, magazines and newspapers, baked goods, assorted salads, sandwiches and gourmet food items including tacos, empanadas and other Mexican food, frozen desserts and Tenant branded merchandise (the "Permitted Use"). Tenant shall not sell alcohol or alcoholic beverages. The retail store will be designed and operated in a manner appropriate for an office building in downtown Chicago. Hours of operation will be aligned with the hours of operation for the Building, which are 8 A.M. to 6 P.M. unless adjusted by mutual agreement of the Parties. Landlord may, for security and other reasons, institute reasonable rules regarding off-hours access to the Premises. Tenant may change its menu from time to time and modify its in-store offerings consistent with a retail coffee shop, bake shop and eatery. A copy of a menu is attached hereto as Exhibit 8. Tenant shall not use or allow the Premises to be used in a manner that is: (i) unlawful, illegal, or likely to cause damage to the Premises or adjoining property; or (ii) constitute a hazard to the public or any adjoining property; (iii) cause a nuisance to any members of the public or to any other tenant of the Building; or (iv) violate the terms and conditions of this Lease or PBCC's Construction Requirements attached hereto as Exhibit 2. Smoking is not allowed in the Building, whether in common areas or private offices, and the entire Building is designated "smoke free". Any smoking is only allowed in specially designated areas outside the Building.

**5. RENT.** Tenant shall pay to Landlord at the address stated herein, or to such other person or at such other place as Landlord may designate in writing, for the possession and use of the Premises, ("**Rent**") as follows:

Year 1: Tenant shall receive the first twelve (12) months' rent free  
Year 2: Tenant shall pay \$22.00/RSF Gross  
Year 3: Tenant shall pay \$23.50/RSF Gross  
Year 4: Tenant shall pay \$25.00/RSF Gross  
Year 5: Tenant shall pay \$27.50/RSF Gross

The Rental Rate rates set out in this Lease are yearly and will be divided by 12 and payable monthly. For example, if in year 2, Tenant shall pay \$22.00 per RSF X 705 RSF = \$15,510.00 annual rent.

**5.1 Extension Term Rent.** Tenant's Rent for an Extension Term will be as follows: the rate for the first three (3) year Extension Term shall be at \$30,00/RSF Gross for the first year with 2% annual increases for the second and third year. The rent for the remaining two (2) three (3) year Extension Terms shall be at market rate. The market renewal rate for the remaining two (2) three (3) year Extension Terms will reflect lower level pedway retail rental rates for similar class retail space in the Loop area of Chicago. The determination of fair market renewal rental shall be subject to arbitration, baseball format.

Tenant shall pay Rent for an Extension Term as follows:

Year 1 \$30.00/RSF Gross



Year 2 \$30.60/RSF Gross  
Year 3 \$31.21/RSF Gross  
Year 4 Market  
Year 5 Market  
Year 6 Market  
Year 7 Market  
Year 8 Market  
Year 9 Market

**5.2 Possession Date.** Landlord will deliver the Premises in as-is broom clean condition upon full Lease execution (the "**Possession Date**").

**5.3 Rent Commencement Date.** Rent will commence the earlier of (i) ninety (90) days from the Possession Date or (ii) the opening of the store for business (the "**Rent Commencement Date**"). Twelve (12) months of Rent, commencing on the Rent Commencement Date, shall be a free Rent period. Tenant shall commence to pay Rent for Rent Years two (2) through five (5) hereunder on the first anniversary of the Rent Commencement Date and shall continue to pay Rent in monthly installments on or before the first day of each succeeding calendar month during the Term of this Lease. If the first anniversary of the Rent Commencement Date is not the first day of a calendar month, then the monthly Rent payment for that partial month shall be a prorated portion of the equal monthly installment of the Rent.

## **6. Security Deposit**

(a) **[OPEN – subject to review of Tenant financials]** Tenant shall deposit with Landlord upon execution of the Lease a Security Deposit as security for Tenant's faithful performance of its obligations under this Lease. If Tenant fails to pay Rent, or otherwise Defaults under this Lease, Landlord may use, apply or retain all or any portion of said Security Deposit for the payment of any amount due Landlord or to reimburse or compensate Landlord for any liability, expense, loss or damage which Landlord may suffer or incur by reason thereof. If Landlord uses or applies all or any portion of the Security Deposit, Tenant shall within ten (10) days after written request therefor deposit monies with Landlord sufficient to restore said Security Deposit to the full amount required by this Lease.

(b) The Security Deposit shall be in the amount of three (3) months' rent for years one (1) to three (3) and reduced to one (1) month rent for the balance of the Term. If Tenant shall comply fully and faithfully with all of the provisions of this Lease, the Security Deposit shall be returned to Tenant after the expiration date of the Lease and surrender of the Premises to Landlord.

**7. TENANT IMPROVEMENTS AND MODIFICATIONS TO THE PREMISES.** Tenant will not make any modifications to the Premises ("**Tenant Improvements**"), without the prior written consent of Landlord. The Design and Construction of the Tenant Improvements shall be procured, coordinated and implemented by the Tenant subject to pre-approval by the Landlord.



(a) **Tenant Improvement Allowance.** Tenant shall be entitled to a tenant improvement allowance (the “**Tenant Improvements Allowance**”) in the maximum aggregate amount of \$17,625.00 (in a total amount equivalent to \$25.00 per rentable square foot of the entire Premises initially leased hereunder) and adjusted based on the actual square footage) (the “**Maximum Allowance Amount**”) for the hard costs and customary soft costs (the “**Tenant Improvement Costs**”) incurred by Tenant. The Tenant Improvement Costs include but are not limited to architectural and engineering fees, construction contractor fees, Tenant’s project management fees, a 3 % fee payable to PBCC or its affiliates for oversight and administrative costs related to the Tenant Improvements (“PBCC’s Project Oversight Fee”), permits, and such other costs arising from or relating to the design and construction of Tenant’s improvements which are to be permanently affixed to the Premises and which shall be approved by PBCC as provided herein. Tenant shall perform the Tenant Improvements in a good and workmanlike manner, in accordance with all Legal Requirements, and in accordance with Sections 7.3 and 10.

(b) **Disbursement of the Tenant Allowance.** Disbursement of the Tenant Improvement Allowance to or at the direction of Tenant shall be conditioned on the subject Tenant Improvements having been constructed in accordance with the provisions of this Lease and approval by PBCC. Disbursement of the Tenant Improvement Allowance shall be subject to PBCC’s receipt of an invoice for payment, as provided below, in form and with backup reasonably satisfactory to PBCC, including but not limited to such certifications, lien waivers and other documents from Tenant, Tenant’s contractor and Tenant’s architect and engineer, as applicable, as PBCC may reasonably require. PBCC may inspect the subject Tenant Improvements as a condition to making any requested disbursement of the Allowance to confirm the status of such Tenant Improvements and that such Tenant Improvements have been performed in accordance with the provisions of this Lease.

(c) **Invoices**

Tenant will issue invoices to PBCC for the Tenant Improvement Costs incurred during construction of the Tenant Improvements on a monthly basis. Each invoice shall include (i) a detailed statement of the Tenant Improvement Costs incurred during the month or specified time period, (ii) a list of all contractors, subcontractors, professional consultants, consultants, subconsultants and major suppliers with the itemized cost of their services detailed (as applicable) and (iv) Tenant’s certifications, lien waivers and other documents from Tenant, Tenant’s contractor and Tenant’s architect and engineers as PBCC may reasonably require in connection with the Tenant Improvement Costs for which payment is sought in accordance with this Agreement.

PBCC shall make reasonable efforts to pay each invoice within thirty (30) days of receipt of Tenant’s invoice from funds made available from the PBCC. However, if PBCC objects to all or any portion of any invoice, PBCC shall so notify Tenant within fifteen (15) days from receipt, give reasons for the objection, and pay that portion of the invoice not in dispute within forty-five (45) days of receipt of the invoice. Unless otherwise directed in writing, all invoices shall be submitted for payment to the following address:

MB Real Estate Services, Inc.  
Attn: General Manager, John Beatty  
50 West Washington, Suite 1203



Chicago, Illinois 60602  
Email: [jbeatty@mbres.com](mailto:jbeatty@mbres.com)

Final payment of the Tenant Allowance shall not be due until Tenant has delivered to PBCC 1) an affidavit that the construction work hereunder has been fully and satisfactorily performed and 2) a complete release and Final Waiver or releases of all liens arising out of or related to the construction work by Tenant's Construction Contractors (defined below) and receipts in full covering all labor, materials, and equipment for which a lien could be filed, or a bond satisfactory to PBCC indemnifying it against any lien. If any lien remains unsatisfied after all payments are made, Tenant shall refund to PBCC all moneys that the latter may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

#### 7.1. CONSTRUCTION REQUIREMENTS.

(a) Prior to the commencement of any construction at the Daley Center, Tenant shall submit to PBCC full construction drawings and, to the extent any construction activities will affect the structural components of the Daley Center, structural calculations, signed and sealed by licensed Illinois architects and/or structural engineers, as applicable, depicting all the applicable work that Tenant plans to undertake in the Daley Center (collectively, "**Construction Submissions**"). Tenant's Construction submissions shall be submitted with reasonable promptness and no later than 10 business days from full Lease execution. PBCC shall use reasonable good faith efforts to cause the review of such Construction Submissions within fifteen (15) business days after receipt of same. If resubmission of Construction Submissions is required, PBCC shall use reasonable good faith efforts to cause the review of such within ten (10) business days after receipt of same. Tenant shall undertake no work at the Daley Center until receipt of PBCC's approval of the Construction Submissions, which such approval shall not be unreasonably withheld, conditioned, or delayed. In the event that Tenant is not able or willing to comply with PBCC's revisions to the Construction Submissions, Tenant's sole remedy shall be to terminate this Lease effective upon written notice to PBCC, in which event, neither Party shall have any further obligations to the other except for those obligations that are intended to survive the termination of this Lease.

(b) Tenant agrees to engage the services of environmental consultant, Carnow, Conibear & Associates, Ltd. ("**Carnow**"), to prepare an environmental plan for any construction work by Tenant that requires access to any areas that contain asbestos per the Environmental Assessment Plan and the services of electrical contractors, Cable Communications, Inc. ("**Cable**"), Chicago Electrical Company ("**Chicago Electrical**") or Current Communications and Electric Corporation ("**Current**"), to perform any and all required electrical work. In the event the services of Carnow, Cable, Chicago Electrical or Current are required under this Lease, and the rates of Carnow, and/or Cable, Chicago Electrical and Current are not competitive with other contractors' rates in the same geographic region for performing the same work (as evidenced by competitive bids), the PBCC shall use commercially reasonable efforts to cause Carnow and/or Cable, Chicago Electrical and Current to reduce its rates to be consistent with the other contractors' rates. In addition, in the event any of Tenant's construction work falls outside of the expertise of Carnow and/or Cable, Chicago Electrical, Current, then Tenant may engage the services of other more qualified licensed contractors for such work, all in accordance with the terms of



this Lease. In the event that Tenant's construction work does not require access to any areas that contain asbestos per the Environmental Assessment Plan (for example, the ceiling), then Tenant will not be required to engage the services of either Carnow, Cable, Chicago Electrical, or Current. Tenant agrees to provide a redacted copy of the agreements executed with Carnow, Cable, Chicago Electrical or Current, applicable (redacted and/or excerpted to exclude all information other than the payments to be made to such contractor or consultant), if any, to PBCC within three (3) business days following execution of each such agreement. Tenant, upon entering into any agreement with any other contractor or consultant, must furnish PBCC with a redacted copy of that agreement (redacted and/or excerpted to exclude all information other than the payments to be made to such contractor or consultant) prior to commencement of any work by such contractor or consultant; provided, nothing in this paragraph shall be construed as requiring PBCC's approval for any such agreements with any contractors or consultants, including Carnow, Cable, Chicago Electrical or Current. In addition, Tenant shall provide reasonable evidence that its agreements with its contractors and consultants satisfy the requirements set forth in subsection (c) below.

(c) All agreements between Tenant and its consultants, contractors and subcontractors for construction work that will occur at the Daley Center (such work, the “**Work**”, and such Contractors and Consultants collectively, the “**Construction Contractors**”) must contain provisions that require the work be performed in accordance with PBCC's "Additional Performance of Work Requirements" attached hereto as **Exhibit 2** and the minimum requirements set forth on **Exhibits 3, 4 and 5**. Any capitalized term not otherwise defined in any of said Exhibits shall have the meaning given in this Lease. Tenant and its Construction Contractors agree to attend periodic construction progress meetings beginning at the commencement of construction to review the progress of the Work, to ensure that the Work is being completed in conformance with the applicable provisions of the Lease and the applicable standards required herein, and to consider if any changes to the construction plans are required to the extent they do not comply with the applicable provisions of this Lease and the applicable standards required herein. The periodic construction progress meetings shall be held at such frequencies as reasonably determined by PBCC through completion of construction. All construction work will meet minimum goals of 25% minority participation and 5% women-owned business participation or a combination of both totaling 30%. All costs and expenses incurred in connection with the design and construction of the Tenant Improvements described herein shall be borne solely by Tenant. After the installation of the initial Tenant Improvements, any subsequent interior improvements, additions or modifications to the Premises (“**Modification Work**”) shall not be made without obtaining Landlord's consent. All Tenant Improvements and Modification Work will be paid for by Tenant. If requested by Tenant, Landlord shall assist with the preparation of Tenant's submissions to the City of Chicago for a building permit and any other license or permits which may be required to open and operate its retail store at the Premises.

**7.2 INSPECTION.** Tenant represents that it has made or will make all investigations necessary to a full understanding of the site conditions. Tenant agrees that prior to the commencement of any construction of any Tenant Improvements or Modification Work, it and its Construction Contractors who will be performing any construction work will have: (i) visited the Daley Center; (ii) made reasonably thorough



inspections of the relevant portions of the Daley Center [during which inspections Tenant and its Construction Contractors have correlated their personal observations with the requirements of this Lease and have acquainted themselves with all physical and observable conditions (including, but not limited to, environmental conditions and the existing ceiling conditions) under which the Work will be performed]; (iii) examined carefully all reports and other information relating to the conditions at the Daley Center provided by PBCC; and (iv) acquainted themselves with all other conditions relevant to the construction work and the Permitted Use described herein.

### **7.3 STANDARD OF CARE**

(a) Tenant and its Construction Consultants will perform the Work described in this Lease with that degree of skill, care and diligence normally shown by a professional firm or individual performing work or services of a scope, purpose, and magnitude comparable with the nature of the Work and services to be provided or performed under this Lease. Tenant will cause the highest degree of care to be exercised when performing hazardous or dangerous activities including as provided in Section 16, Environmental, herein. Tenant and its Construction Contractors will at all times cause the Work and the services to be performed in a manner to avoid the risk of injury to persons and damage to property.

(b) Tenant must assure PBCC that all Work or services to be performed pursuant to this Lease that requires the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. Upon request, Tenant must provide copies of any such licenses to PBCC. Tenant remains responsible for the professional and technical accuracy of all work to be performed or deliverables furnished, whether by Tenant or its Construction Contractors or others on Tenant's behalf. All deliverables must be prepared in a form and content satisfactory to PBCC and delivered in a timely manner consistent with the requirements of this Lease. Tenant is responsible for meeting the obligations and standards regarding the quality of all Work performed under this Lease.

(c) Any employee or agent of Tenant or its Construction Contractors, or other person involved in the performance of the Work or services pursuant to this Lease who, in the opinion of PBCC, lacks the experience or expertise necessary to perform the Work or services, is incompetent, careless or violates safety or security rules, obstructs the progress of the Work or services, acts contrary to instructions, acts improperly, is not responsible, is unfit, violates any laws applicable to this Lease or fails to follow the requirements of this Lease in the performance of the Work or the services or is otherwise unsatisfactory shall be immediately removed upon request of PBCC.

(d) All Work shall be performed: (i) in a thoroughly first class, professional and workmanlike manner, (ii) only with materials that are new, high quality, and free of material defects, (iii) strictly in accordance with plans and specifications approved by Landlord in advance in writing, (iv) not to adversely affect the structure of the Building, (v) diligently to completion and so as to cause the least possible interference with other tenants and the operation of the Building, and (vi) in compliance with all Laws and other provisions of this Lease.



(e) On November 6, 2002, the Richard J. Daley Center was designated a Chicago Landmark. Tenant will comply with the applicable ordinances, rules, and regulations for a designated Chicago Landmark in the operation, maintenance, and improvement of the Premises.

(f) In 2017, a Life Safety Evaluation was performed on the Daley Center pursuant to the Chicago Building Code and Section 13-196-206 of the Municipal Code of the City of Chicago (attached as **Exhibit 2** to this Lease). Tenant will continue to implement these requirements, programs, and policies in accordance with the results of that evaluation.

**8. LANDLORD'S ACCESS.** Landlord and Landlord's agents shall have the right to enter the Premises upon twenty-four (24) hour prior notice for the purpose of inspecting the same, and making such alterations, repairs, improvements or additions to the Premises or to the Building as Landlord deems necessary or desirable. Notwithstanding the foregoing, in the event of an emergency requiring Landlord's entry into the Premises, Landlord may give Tenant shorter notice in any manner that is practicable under the circumstances. When entering or performing any repair or other work in the Premises, Landlord, its agents, employees and/or contractors (a) shall identify themselves to Tenant's personnel immediately upon entering the Premises, and (b) shall not, in any way materially and unreasonably affect, interrupt or interfere with Tenant's use or business operations on the Premises or materially and unreasonably obstruct the visibility of or access to the Premises.

**9. SURRENDER.** Upon the expiration or termination of this Lease, Tenant shall restore the Premises to its condition as existed at the Commencement of this Lease and surrender the Premises to Landlord in broom clean condition, except for ordinary wear and tear and damage caused by fire or other casualty. Any of Tenant's Property not removed from the Premises on the date the Lease terminates or expires shall be deemed abandoned and shall thereupon become the property of Landlord. Landlord may possess and dispose of such property in such manner as it deems appropriate.

**10. LEGAL REQUIREMENTS.**

**10.1** Tenant shall operate and use the Premises in a clean and sanitary manner in accordance with the normal standards for such services and in compliance with all applicable federal, state, county and municipal laws, statutes, ordinances, executive orders, rules and regulations in effect now or later, at any time during the Term or any Extension Term and whether or not they appear in this Lease.

**10.2 Non-Discrimination**

Tenant, its employees, agents, representatives, successors and assigns must comply with all applicable laws prohibiting discrimination against individuals and groups. Tenant, its employees, agents, representatives, successors and assigns shall not permit any discrimination against or segregation of any person or group of persons in connection with its Lease of the Premises on account of gender, sexual orientation, disability, marital status, age, race, religion, color, creed, national origin, or ancestry, nor shall Tenant or any person claiming under or through Tenant establish or permit any such practice or practices of



discrimination or segregation in connection with its Lease of the Premises.

### **10.3 Ethics**

#### **Tenant warrants:**

- a) That it agrees to comply with all provisions of the Code of Ethics Resolution passed by the Public Building Commission on October 3, 2011, which is available on the Commission's website at [http://www.Landlordhicago.com/pdf/RES\\_PBC\\_ECR\\_CodeofEthicsAmeandOct32011\\_20110920.pdf](http://www.Landlordhicago.com/pdf/RES_PBC_ECR_CodeofEthicsAmeandOct32011_20110920.pdf), and is incorporated into this Lease by reference.
- b) No payment, gratuity, or offer of employment will be made in connection with this Lease by or on behalf of Tenant, its employees, agents, representatives, successors and assigns to Landlord or anyone associated with it, as an inducement for entering into this Lease.

### **10.4 Concealed Carry**

Pursuant to Sections 65(a)(4) and (5) of the Firearm Concealed Carry Act (FCCA) (430 ILCS 66/65), Tenant and its employees, agents, representatives, successors and assigns (hereinafter for purposes of this paragraph only, the "**Tenant**") shall not carry a firearm on or into the Daley Center or park any personally owned or Tenant owned vehicle that contains a firearm on the Daley Center. Tenant is responsible for educating its employees and agents and its employees, agents, representatives, successors and assigns on the requirements of this provision. Landlord considers this provision to be a material term of the Lease. Any violation of this policy shall be grounds for immediate termination of the Lease. Tenant acknowledges that there is no adequate cure for even a single breach of this provision and hereby waives any right to notice or to cure violations of this provision in advance of Landlord's termination of this Lease for default for violation of this provision.

### **10.5 Inspector General**

Tenant and its employees, agents, representatives, successors and assigns, shall cooperate fully and expeditiously with the City of Chicago, Office of Inspector General in any investigation or hearing undertaken pursuant to City Council Ordinance adopted on October 8, 2014, Journal of Proceedings of the City Council of the City of Chicago, pages 92142-92153 and PBCC Board of Commissioners' Resolution 8141 which approved the Intergovernmental Agreement between the City of Chicago and the PBCC designating the City Office of Inspector General to serve as the PBC's Inspector General.

### **10.6 Deemed Inclusion**

Provisions required by law, ordinances, rules, regulations, or executive orders to be inserted in this Lease are deemed inserted in this Lease whether or not they appear in this Lease or, upon application by either Party, this Lease will be amended to make the insertion; however, in no event will the failure to insert the provisions before or after this Lease is signed prevent its enforcement.

Tenant must incorporate by reference all of this Section 10 in all contracts entered into with any Construction Contractor of any tier, and labor organizations that furnish skilled, unskilled and craft union skilled labor for the Work to be performed at Daley Center.

**11. TERMINATION.** In addition to other grounds for termination as set forth herein, this Lease may be terminated, without penalty or further liability, as follows:

(a) by PBCC, on thirty (30) days' prior written notice to Tenant, if construction of the tenant improvements has not commenced on or before the date that is six months after the Effective Date ("**Mandatory Construction Start Date**"). Notwithstanding the foregoing, each of the following shall cause an extension of the Mandatory Construction Start Date, on a day for day basis: 1) each day after the date that is ninety (90) days after the date that Tenant submits its initial Construction Submission to PBCC for review pursuant to Paragraph 1 (a) above; 2) any day of Force Majeure; 3) any day that Tenant is prevented access to the Building; and 4) any day of delay caused by PBCC or its agents, employees or contractors, and 5) any day of delay caused by government authorities (e.g., waiting for a construction permit).

(b) Notwithstanding anything hereunder, in the event of a failure of Tenant to continuously operate in the Premises for ninety (90) consecutive calendar days, Landlord may terminate this Lease at any time thereafter, but in no event shall Landlord be able to accelerate rent payments so long as Tenant is not in default. If Tenant fails to open for business one hundred eighty (180) days after the construction of Tenant's improvements, Landlord may terminate this Lease at any time thereafter, provided, however, Landlord provides Tenant ten (10) days written notice of termination.

(c) Either Party may terminate this Lease based upon mutual agreement of the Parties, effective ninety days (90) following execution of a Termination Agreement.

**12. DEFAULT AND RIGHT TO CURE.**

(a) The following will be deemed a default by Tenant and a breach of this Lease: (i) Tenant's non-payment of Rent if such Rent remains unpaid for more than thirty (30) days after receipt of written notice from PBCC of such failure to pay; or (ii) Tenant's failure to perform any other term or condition under this Lease within sixty (60) days after receipt of written notice from PBCC specifying the failure. No such non-monetary failure, however, will be deemed to exist if Tenant has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. If Tenant remains in default beyond any applicable notice and cure period, PBCC will have the right to exercise any and all rights and remedies available to it under law and in equity.

(b) The following will be deemed a default by PBCC and a breach of this Lease: (i) PBCC's failure to provide access to the Premises within seventy-two (72) hours after receipt of written notice of such default (provided, any period of time during which Tenant is not provided access due to court or government-related activities that may require



restricted access to the Daley Center during such activities shall not count towards such seventy-two (72) hour period); or (ii) PBCC's failure to perform any term, condition or breach of any warranty or covenant under this Lease within sixty (60) days after receipt of written notice from Tenant specifying the failure. No failure, however, under this Section 12(b)(ii) will be deemed to exist if PBCC has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. If PBCC remains in default beyond any applicable cure period, Tenant will have any and all rights available to it under law and in equity.

### 13. INSURANCE.

(a) During the Term, Tenant shall secure and maintain in full force and effect the following insurance:

(i) **"All Risk"** property insurance for its property's replacement cost.

(ii) Commercial general liability insurance ("**CGL**") with a combined single limit of not less than One Million Dollars, \$1,000,000, per occurrence aggregate, written on an occurrence basis and on a comprehensive form and covering claims and liability in connection with or resulting from Tenant's activities under this Lease, for personal injuries, occupational sickness, disease, death or damage to property of others, including loss of use resulting therefrom, arising out of any activities of Tenant or anyone directly or indirectly employed by it and including, without limitation, Tenant's indemnity obligations contained in this Lease. The PBCC, the City of Chicago, Cook County and their respective Board members, employees, elected officials, officers or representatives, and MBRE, and any subsidiary, affiliate corporation, and all their directors, officers, agents, and employees must be named as an Additional Insured on a primary, non-contributory basis for any liability arising directly or indirectly from Tenants' activities Lease.

(iii) Professional Liability.

When Tenant or other professional performs work in connection with the Lease, Professional Liability Insurance must be maintained with limits of not less than \$5,000,000 covering acts, errors, or omissions. The policy will include coverage for wrongful acts, including but not limited to errors, acts or omissions, in the rendering or failure to render professional services. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede the start of work under the Lease. Coverage must be maintained for two years after substantial completion. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

(iv) Automobile insurance, on a comprehensive form, providing coverage on the basis of the date of any accident, with a



combined single limit for bodily injury and property damage per accident of not less than Two Million Dollars, \$2,000,000, for all owned, non-owned or hired automobiles, trucks and motorized vehicles directly or indirectly used in Tenant's or its employee's activities under this Lease. The PBCC, the City of Chicago, Cook County and their respective Board members, employees, elected officials, officers or representatives, and Tenant, and any subsidiary, affiliate corporation, and all their directors, officers, agents, and employees must be named as Additional Insured on a primary, non-contributory basis.

- (v) Workers compensation as required by applicable law and employer's insurance with limits of not less than \$1,000,000.
- (vi) Umbrella/Excess Liability Insurance Limit - \$5,000,000.
- (vii) Cyber Insurance with limit of not less than \$1,000,000.

(viii) Upon the request of PBCC, Tenant shall provide to PBCC certificates which indicate that Tenant and its Construction Contractors have obtained and there is in full force and effect the required insurance coverages showing the type, amount, coverages, effective dates, and expiration dates of the policies.

(b) Tenant shall cause its Construction Contractors who perform construction work on the Premises to secure and maintain and comply with the minimum insurance coverages set forth on **Exhibit 4** attached hereto and incorporated by reference.

#### **14. INDEMNIFICATION.**

(a) For claims alleging professional negligence, Tenant must defend, indemnify and hold PBCC, City of Chicago, Cook County, and their respective Board members, employees, elected officials, officers or representatives, and PBCC, and any subsidiary, affiliated corporation and all their directors, officers, agents, employees, members, shareholders, partners, joint venturers, affiliates, successors and assigns (together with PBCC, collectively, hereafter the "**PBCC Indemnified Parties**") free and harmless from and against all claims, demands, sums, losses, costs and expenses, including the fees and expenses of attorneys, court costs and expert's fees, that may arise out of any alleged negligent acts, errors, omissions or misconduct in Tenant's performance under this Lease or the performance of any of Tenant's Construction Contractors in connection with this Lease, except to the extent attributable to the negligence or willful misconduct of the PBCC, MBRE or their respective employees.

(b) For all other claims, Tenant must protect, defend, indemnify, hold the PBCC Indemnified Parties free and harmless from and against all claims, demands, suits, losses, including injury or death to any person, or damage to any property, costs and expenses, including the fees and expenses of attorneys, court costs and expert's fees (collectively, "**Losses**"), that may arise out of or be based on any injury to persons or property that is, or is claimed to be, the result of the performance under this Lease by Tenant



or any of its Construction Contractors in connection with this Lease, except to the extent attributable to the negligence or willful misconduct of the PBCC, MBRE or their respective employees.

(c) The indemnification obligations provided in this Section 14 will be effective to the maximum extent permitted by law. This indemnity extends to all legal costs, including, without limitation: attorney fees, costs, liens, judgments, settlements, penalties, professional fees, or other expenses incurred by any of the Indemnified Parties, including but not limited to reasonable settlement of such claims. This indemnification is not limited by any amount of insurance required under this Lease. For claims subject to the indemnities set forth herein, the applicable indemnifying party shall be solely responsible for the defense of any and all claims, demands, or suits against any party being indemnified, including without limitation, claims by an employee of the indemnifying party, contractors, consultants or subcontractors. The indemnifying party must pay all costs and expenses incidental to any claim, demand, or suits against any the parties being indemnified, but a party being indemnified has the right, at its option, to participate, at its own cost, in the defense of any suit, without relieving the indemnifying party of any of its obligations under this Lease. Any settlement must be made only with the prior written consent of the party being indemnified, if the settlement requires any action on the part of the party being indemnified.

(d) To the extent permissible by law, Tenant waives any limits to the amount of its obligations to indemnify or contribute to any sums due pursuant to Tenant's obligations. Notwithstanding the forgoing, nothing in this Section 14 obligates either Party to indemnify any of the parties required to be indemnified for such parties' own negligence or willful misconduct.

(e) To the extent permissible by law, Tenant and any of its Construction Contractors waive any limits to the amount of its obligations to indemnify, defend or contribute to any sums due under any Losses, including any claim by any employee of Tenant that may be subject to the Worker's Compensation Act, 820 ILCS 305/1 et seq. or any other related law or judicial decision (such as, *Kotecki v. Cyclops Welding Corporation*, 146 Ill. 2d 155 (1991)). PBCC, however, does not waive any limitations it may have on its liability under the Illinois Workers Compensation Act, the Illinois Pension Code, or any other statute or judicial decision.

(f) The indemnities in this Section survive expiration or termination of this Lease. Tenant acknowledges that the requirements set forth in this Section to indemnify, keep and save harmless and defend the other Party are not limited by Tenant's duties under this Lease, including the insurance requirements of this Lease.

## **15. REPRESENTATIONS AND WARRANTIES.**

(a) Tenant and PBCC each acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power, and authority to enter into this Lease and bind itself hereto through the officer or representative set forth as signatory for the Party below.

(b) PBCC represents, warrants and agrees that: (i) PBCC holds fee title to



the Daley Center, and no other party has approval rights to this Lease; (ii) the Daley Center is not and will not be encumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases or any other Leases, of record or not of record, which would adversely affect Tenant's installation and operation of the coffee store at the Daley Center; and (iii) PBCC's execution and performance of this Lease will not violate any laws, ordinances, covenants or the provisions of any other Lease binding on PBCC.

(c) Tenant represents and warrants that it, and its Construction Contractors are properly licensed by all applicable licensing bodies with jurisdiction over the work, to perform all of the Work required by this Lease.

(d) Tenant further represents that any construction work performed on the Premises will be performed by union labor; provided, however, the foregoing requirement to use union labor shall not apply to any work performed by Tenant's Construction Contractors in connection with the design and/or engineering to be provided for the Premises or specialized or technical work requiring specialized training, unique skills, or a level of specific technical experience, which employees represented by the unions do not possess.

(e) Tenant warrants that it has (i) carefully examined and analyzed the provisions and requirements of this Lease; (ii) it understands the nature of the work required; (iii) from its own analysis it has satisfied itself as to the nature of all things needed for the performance of this Lease; and (iv) it can and will perform, or cause to be performed, the work in strict accordance with the provisions and requirements of this Lease; and

(f) Neither Tenant nor any "affiliate" of Tenant, or, to Tenant's actual knowledge as of the Effective Date, any of its Construction Contractors are listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of Treasury, the Bureau of Industry and Security of the U.S. Department of Commerce or their successors, or on any other list of persons or entities with which the PBCC may not do business under any applicable law, rule, regulation, order or judgment: the Specially Designated Nationals List; the Denied Persons List; the Unverified List; the Entity List and the Debarred List.

(g) Tenant acknowledges that any certification, affidavit or acknowledgment made under oath in connection with this Lease is made under penalty of perjury and, if false, is also cause for termination under Section 15 of this Lease.

## **16. ENVIRONMENTAL.**

(a) Asbestos containing materials ("**ACM**") are present in the Daley Center including in the Daley Center's ceilings. Tenant and its Construction Contractors shall comply with all applicable federal, state, and local regulations and ordinances, including, but not limited to all asbestos identification, notification, handling, removal, and disposal regulations. The Daley Center ACM Notice is attached herein as **Exhibit 6** and must be reviewed and executed by Tenant prior to the commencement of any construction on or within the Daley Center. Tenant and its Construction Contractors shall review and carefully examine all reports, as provided in Section 7.2 above relating to the conditions at



the Daley Center, including the Daley Center 2015 Environmental Assessment Plan

(b) For any work that requires access to the ceiling, an environmental plan must be submitted by Tenant and approved by PBCC prior to the commencement of any work by Tenant or its contractors. An environmental consultant must oversee such work to ensure the environmental work is performed in accordance with all applicable laws and the Daley Center's standard practices. As provided in Section 7.1(b) above, and subject to the terms and conditions set forth therein, Tenant agrees to retain environmental consultant, Carnow to perform such environmental services. In addition, any work requiring ceiling access must be performed by an electrical consultant which is (i) certified to work in an ACM environment; and (ii) is familiar with the Daley Center's ceiling access issues. As provided in Section 7.1(b) above, and subject to the terms and conditions set forth therein, Tenant agrees to retain electrical consultants, Cable, Chicago Electrical or Current, to perform any and all electrical work required to be performed in connection with the Tenant Improvements.

(c) Any environmental testing and other information provided by PBCC to Tenant concerning the existing conditions at the Daley Center have not been performed or developed by PBCC, but instead by independent parties retained by PBCC or others. Tenant may reasonably rely on such information; however, PBCC does not warrant or guarantee, and shall not be responsible or liable for, the correctness, accuracy, or completeness of any such information or any conclusion drawn therefrom by Tenant. Nothing in this Lease shall be deemed to prohibit Tenant's rights, if any, to make claims directly against any of PBCC's independent consultants arising out of any incorrect, inaccurate, or incomplete information prepared by consultant.

(d) Tenant agrees not to cause or permit any hazardous substances or hazardous materials to be brought up on, kept, used, stored, generated, or disposed of on, in or about the Daley Center by Tenant and its Construction Contractors, and their respective agents, employees and independent contractors, except to the extent reasonably necessary for Tenant's and its Construction Contractors and always in accordance with applicable environmental laws and regulations. Tenant agrees to and shall indemnify, defend and hold PBCC harmless from and against any and all claims, damages, fines, judgments, settlements, penalties, costs, liabilities or losses (including, without limitation, reasonable attorneys', consultant and expert fees and expenses) arising, during or after the Term of this Lease, from any use, storage, generation, release, discharge or disposal of hazardous substances or hazardous materials on, in or about the Daley Center by Tenant and its Construction Contractors, and their respective agents, employees and independent contractors. Other than as may occur as recognized under the provisions of **Exhibit 6** in connection with the disturbance of any materials containing asbestos, Tenant shall not be in any way held responsible for any hazardous substances or hazardous materials brought upon, kept, used, stored, generated, or disposed of on, in or about any portion of the Daley Center by PBCC or its agents, employees or contractors.

(e) For purposes of this Lease, the terms "**hazardous substances**" and "**hazardous materials**" mean any substance or material that is toxic, ignitable, reactive, corrosive or which is or may cause or spread any disease or which may constitute a threat to health or the environment or which is regulated by any applicable governmental authority



including, without limitation, any and all substances or materials that are defined as “**hazardous waste**”, “**hazardous material**”, “**extremely hazardous waste**”, “**infectious waste**” or a “**hazardous substance**” under the Resource Conservation Recovery Act, as amended, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (including by the Superfund Amendments and Reauthorization Act), the Clean Air Act, as amended, the Clean Water Act, as amended, the Toxic Substances Control Act, as amended, the Safe Drinking Water Act, as amended, the Federal Insecticide, Fungicide and Rodenticide Act, as amended, and specifically includes asbestos, polychlorobiphenyls, radioactive materials, petroleum and petroleum products and by- products. Properly encased batteries are not “**hazardous substances**” and “**hazardous materials**” under this Section 16.

(f) The provisions of this Section 16 and all of its Subsections shall survive the expiration or sooner termination of this Lease.

#### **17. ACCESS.**

(a) Prior to gaining access to the Daley Center, Tenant and each of its Construction Contractors and their respective employees and agents seeking access, must comply with Daley Center Building Security protocol (as may be amended from time to time) and submit to PBCC for review and approval, the following documents (which list may be amended and supplemented from time to time by PBCC, with written notice to Tenant): (i) certificate of insurance meeting building requirements; (ii) completed dock access form; (iii) proper identification; (iv) consent to “no concealed carry”; and (v) consent to vehicle search. After receipt of such documentation and satisfactory searches as will be required at the time of entry, and subject to the rights of other tenants of the Building, such Construction Contractors and their respective employees and agents may obtain access to the Building.

(b) Except as provided below, at all times throughout the Term of this Lease, any construction work to be performed by Tenant and its Construction Contractors must be scheduled and performed between the hours of 6:00 p.m. and 6:00 a.m. Any construction work Tenant desires to perform during normal business hours must be pre-approved by Landlord. Upon review and approval of any of Tenant’s Construction submissions as provided in Paragraph 6.1 (a) herein, Landlord will advise Tenant of the construction work, if any, that may be performed during normal business hours.

**18. CONDITION OF BUILDING.** At the Possession Date, and throughout the term of the lease (including any option periods), the Building shall be in sound condition and in compliance with all applicable federal, state, and local codes. Landlord shall ensure that the structural elements including, roof foundation, floor slab, and exterior walls, and plumbing, electrical, HVAC, and fire/life safety systems for the Property and the Premises are in compliance with all seismic requirements and otherwise in sound condition, and meet all applicable federal, state, and local codes including handicapped accessibility standards.

**19. SIGNAGE.** Tenant shall be permitted to utilize interior signage, including window signs and promotional signs, within the Premises, as approved by Landlord and attached to the lease prior to execution of the Lease. Landlord shall have the prior right of approval for all signage at the Building. Tenant may change its signage from time to time,



provided that the Landlord shall have the prior right of approval which approval is not to be arbitrarily or unreasonably delayed or withheld.

**20. MARKETING.** Landlord shall provide tenant with marketing support for its retail store operating at the Premises by placing signage in mutually agreed specified places including the following: (i) on the main floor of The Richard J. Daley Center near the escalator to the lower level, (ii) in the Pedway near the entrances to the CTA red and blue line trains, (iii) in the Pedway near the stairways leading to the street level and (iv) if possible, at street level at the Pedway entrances closest to the Premises. In addition, Landlord shall ensure that the store is listed in The Richard J. Daley Center building directory and from time to time in any building newsletters or announcements.

**21. MAINTENANCE/UTILITIES.**

(a) **Maintenance - Landlord.** At the Possession Date, and throughout the term of the lease (including any extension term), the Building shall be in sound condition and in compliance with all applicable federal, state, and local codes. Landlord shall ensure that the structural elements including, roof foundation, floor slab, and exterior walls, and plumbing, electrical, HVAC, and fire/life safety systems for the Building are in compliance with all seismic requirements and otherwise in sound condition, subject to reasonable wear and tear and damage from the elements, and meet all applicable federal, state, and local codes including handicapped accessibility standards. Landlord shall maintain and operate at Landlord's sole cost and expense the Building (including common areas) in first-class condition and manner and in accordance with all current laws codes, and ordinances, as applicable, including as a public accommodation as defined in the Americans with Disabilities Act. PBCC will maintain and repair the remainder of the Daley Center, including without limitation, all structural components of the Daley Center (including the Premises) and all utility lines serving the Daley Center in good condition and repair, subject to reasonable wear and tear and damage from the elements. Landlord shall maintain and repair at Landlord's sole cost and expense all the structural elements and exterior surfaces of the Premises, including roof and roof covering, walls, foundation, concrete slab, and all unexposed electrical and plumbing lines within and outside of the Premises. Landlord will arrange for a pre-lease inspection and service of the HVAC system and condenser unit that services the Premises at Landlord's sole cost and expense so that the system/condenser are confirmed in good working order prior to Tenant's Possession. Landlord shall also be responsible for any repairs and routine maintenance to the Building HVAC system and for the replacement of the HVAC system during the term of the Lease, including any Extended Term periods.

(b) **Maintenance - Tenant.** Tenant, at the expense of Tenant, shall be responsible for the maintenance and repair of the interior of the Premises, the storage space and exterior seating areas as well as the maintenance and repair of the condenser unit that services the space. Tenant will keep and maintain the Premises in good condition, reasonable wear and tear and damage from the elements excepted. In no event shall Tenant's maintenance obligations be deemed to include any of PBCC's obligations set forth herein.

(c) **Utilities.** Tenant is responsible for paying all utilities related to the Premises. Tenant shall order and pay for separate utility services directly from the



appropriate utility provider for the Premises including, but not limited to, electric, gas, heating, cooling and internet or fiber optics service or such other telephone service connectivity “the **Tenant Utilities**” that Tenant may require from time to time for the use and operation of the Premises. Tenant shall be responsible for the cost of bringing any Tenant Utilities (to the extent any such utilities are required to use and operate the Premises) to the Premises. Utilities for the Premises shall be separately metered and billed directly to, and be the sole responsibility of, Tenant. Tenant shall pay for the entire cost of all such utilities servicing the Premises, including installation of any additional separate meters required in connection therewith. Tenant shall pay to the PBCC a separate fee for: a) Tenant's [electricity and] water consumption, [both] in amounts to be agreed upon by the Parties based on reasonable estimates of such consumption or usage by Tenant, and any agreed upon amounts shall be memorialized in the form of an amendment to this Lease executed by the Parties. The water and electricity fees shall be automatically increased by three (3%) per cent per year. PBCC does not guarantee an uninterrupted or undisturbed supply of electrical service. PBCC will not be responsible for any loss or damage resulting from the interruption or disturbance of electrical service for any cause. PBCC will not be liable for any loss of profits or other consequential damages resulting from the use of electrical service or any interruption or disturbance of electrical service.

**22. SUBLEASE.** Tenant may sell, assign, or otherwise transfer, in whole or part and without PBCC's consent, Tenant's interest in this Lease to (i) an Affiliate Tenant, (ii) any entity which acquires all or substantially all of Tenant's assets by reason of a merger, acquisition or other business reorganization, or (iii) any entity into which Tenant is merged or consolidated. As to any other entity, this Lease may not be sold, assigned, or transferred without the written consent of PBCC, which consent will not be unreasonably withheld, delayed, or conditioned. No change of stock ownership, partnership interest or control of Tenant or transfer upon partnership or corporate dissolution shall constitute an assignment hereunder.

**23. NOTICES.** All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused, or returned undelivered. Notices will be addressed to the parties as follows:

If to Tenant: Café Tola, Ltd.  
Attn: Victoria Salamanca  
3612 North Southport Avenue  
Chicago Illinois 60613  
Email: [CAfetola@gmail.com](mailto:CAfetola@gmail.com)  
Phone: 773.916.8917

If to PBCC: Public Building Commission of Chicago  
Attn: Executive Director  
50 West Washington Street  
Room 200  
Chicago, IL 60602

With a copy to: c/o MB Real Estate Services, Inc.  
Attn: General Manager – John Beatty  
50 West Washington, Suite 1203  
Chicago, Illinois 60602  
Email: jbeatty@mbres.com  
Phone: 312.603-7109

Either Party hereto may change the place for the giving of notice to it by twenty (20) days' prior written notice to the other as provided herein.

**24. CASUALTY.** PBCC will provide notice to Tenant of any casualty or other harm affecting the Premises within forty-eight (48) hours of the casualty or other harm. If any part of the Premises is damaged by casualty or other harm as to render the Premises unusable for Tenant's continued Permitted Use for a period of time in excess of thirty (30) days, then Tenant may terminate this Lease by providing written notice to PBCC, which termination will be effective as of the date of such casualty or other harm. Upon such termination, Tenant shall remove all of Tenant's improvements will restore pursuant to Section 9 above, the Premises to its condition as existed at the commencement of this Lease, reasonable wear and tear and loss by insured casualty or other causes beyond Tenant's control excepted

**25. LEASEHOLD TAXES.** Tenant shall be responsible for any taxes levied upon Tenant's leasehold including any tenant improvements and all of Tenant's property at the Daley Center. PBCC shall provide Tenant with copies of any assessment notices immediately upon receipt, along with sufficient written documentation detailing any assessments or assessment increases attributable to Tenant's improvements. Tenant shall have the right to contest, in good faith, the validity or the amount of any tax or assessment levied against such improvements by such proceedings as may be appropriate in the jurisdiction, and may defer payment of such obligations, pay same under protest, or take such other steps as Tenant may deem appropriate, provided, however, that Tenant indemnifies and holds PBCC harmless from any resulting liability for same. The expense of any such proceedings shall be borne by Tenant and any refunds or rebates secured as a result of Tenant's actions shall inure to Tenant.

**26. MISCELLANEOUS.**

(a) **Amendment/Waiver.** This Lease cannot be amended, modified, or revised unless done in writing and signed by PBCC and Tenant. No provision may be waived except in a writing signed by both Parties. The failure by a Party to enforce any provision of this Lease or to require performance by the other Party will not be construed to be a waiver, or in any way affect the right of either Party to enforce such provision thereafter.

(b) **Limitation of Liability.** Except for the indemnity obligations set forth in this Lease, and otherwise notwithstanding anything to the contrary in this Lease, Tenant and PBCC each waives any claims that each may have against the other with respect to consequential, incidental, or special damages, however caused, based on any theory of liability.



(c) **Entire Lease.** This Lease and the exhibits attached hereto, all being a part hereof, constitute the entire Lease of the Parties hereto and supersedes all prior offers, negotiations, letters of intent, and Leases with respect to the subject matters of this Lease.

(d) **Governing Law.** This Lease will be governed by the laws of the State of Illinois.

(e) **Entire Lease.** Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term "**including**" will be interpreted to mean "**including, but not limited to**"; (iii) whenever a Party's consent is required under this Lease, except as otherwise stated in this Lease or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iv) exhibits are an integral part of this Lease and are incorporated by reference into this Lease; (v) use of the terms "**termination**" or "**expiration**" are interchangeable; (vi) reference to a default will take into consideration any applicable notice, grace and cure periods; (vii) to the extent there is any issue with respect to any alleged, perceived or actual ambiguity in this Lease, the ambiguity shall not be resolved on the basis of who drafted this Lease; and (viii) the singular use of words includes the plural where appropriate.

(f) **Affiliates.** All references to "**Tenant**" shall be deemed to include any Affiliate of Tenant exercising the rights of Tenant or acting or purporting to act on behalf of Tenant pursuant to this Lease. "**Affiliate**" when used to indicate a relationship with a specified person or entity, means a person or entity that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with such specified person or entity, and a person or entity will be deemed to be controlled by another person or entity, if controlled in any manner whatsoever that results in control in fact by that other person or entity (or that other person or entity and any persons or entities with whom that other person or entity is acting jointly or in concert), whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise. "**Control**" of a person or entity means the power (directly or indirectly) to direct the management or policies of that person or entity, whether through the ownership of voting securities, by contract, by agency or otherwise.

(g) **Survival.** Any provisions of this Lease relating to indemnification shall survive the termination or expiration hereof. In addition, any terms and conditions contained in this Lease that by their sense and context are intended to survive the termination or expiration of this Lease shall so survive.

(h) **No Option.** The submission of this Lease to any Party for examination or consideration does not constitute an offer, reservation of or option for any rights with respect to this Lease. This Lease will become effective as a binding Lease only upon the legal execution, acknowledgment, and delivery hereof by PBCC and Tenant. Neither party may record this Lease or a memorandum of this Lease.

(i) **Severability.** If any provision of this Lease is held invalid, illegal or



unenforceable by a court or agency of competent jurisdiction, (a) the validity, legality and enforceability of the remaining provisions of this Lease are not affected or impaired in any way if the overall purpose of this Lease is not rendered impossible and the original purpose, intent or consideration is not materially impaired; and (b) the Parties shall negotiate in good faith in an attempt to agree to another provision (instead of the provision held to be invalid, illegal or unenforceable) that is valid, legal and enforceable and carries out the Parties' intentions to the greatest lawful extent. If any such action or determination renders the overall performance of this Lease impossible or materially impairs the original purpose, intent or consideration of this Lease, and the Parties are, despite the good faith efforts of each, unable to amend this Lease to retain the original purpose, intent, and consideration in compliance with that court or agency determination, either Party may terminate this Lease upon sixty (60) days' prior written notice to the other Party.

(j) **Further Assurances.** From and after the date of this Lease, PBCC and Tenant agree to do such things, perform such acts, and make, execute, acknowledge, and deliver such documents as may be reasonably necessary or proper to complete the transactions contemplated by this Lease and to carry out the purposes of this Lease.

(k) **Estoppel.** Within ten (10) days of the request of either Party, the other Party shall execute and provide a statement to the requesting Party, (i) certifying that this Lease is in full force and effect; and (ii) certifying any other true facts as the requesting Party reasonably requests.

(l) **Counterparts.** This Lease may be executed, whether by handwritten signature or electronic signature via DocuSign, in two (2) or more counterparts, which counterparts may be delivered by facsimile or via electronic mail with the same effect as delivery of the originals, all of which shall be considered one and the same original Lease and shall become effective when one or more counterparts have been signed by each of the Parties. All Parties need not sign the same counterpart.

(m) **Waiver of Jury Trial.** EACH PARTY, TO THE EXTENT PERMITTED BY LAW, KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING UNDER ANY THEORY OF LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE OR THE TRANSACTIONS IT CONTEMPLATES.

(n) **Force Majeure.** Neither party shall be liable for failure to perform its obligations under this Lease due to acts of God, the failure of equipment or facilities not owned or controlled by a party (including, but not limited to, utility service), government order, pandemic, emergency, security risks or issues, or regulation or any other circumstances beyond the reasonable control of the party with the performance obligation. Such circumstances may include inability to access the Daley Center and or the Premises. In the event of pandemic or other health emergency which results in a shut down of offices in the Chicago Central Business District, rent shall be reduced to 10% of gross sales for a period of time reasonably determined by Landlord. This Lease shall be extended for a period of time equal to the time payment of Rent is reduced as described herein. (the "Extended Term"). The terms and provisions of this Agreement shall continue during the Extended Term.



**27. CONFIDENTIALITY.** The Parties agree, to the extent permissible by law, to keep the terms of this Lease and all information exchanged in connection with negotiating this Lease and regarding any dispute or controversy arising from or under this Lease confidential. The Parties will not (except as required by applicable law, regulation, or legal process), without prior written consent, disclose this Lease to any third party (other than to contractors, consultants and subcontractors or either Party's attorneys, accountants, equity investors, debt lenders, and other advisors). Notwithstanding the foregoing, Tenant may issue press releases or other public communications that have been reviewed and approved by PBCC relating to existence of this Lease.

**[Remainder of page intentionally left blank.]**

IN WITNESS WHEREOF, the Parties have caused this Lease to be effective as of the last date written below.

**PBCC:**

**PUBLIC BUILDING COMMISSION  
OF CHICAGO**, a municipal corporation

By: 

Name: CARINA E. SANCHEZ

Title: Executive Director

Date: November 20, 2022

**TENANT:**

**CAFE TOLA LTD.**  
an Illinois corporation

By: 

Name: Victoria Salamanca

Title: President

Date: \_\_\_\_\_, 2022

Approved as to form and legality

Neal & Leroy, LLC

By: 

Date: November 29, 2022