

Public Building Commission of Chicago



Meeting Minutes

July 9, 2024

2:30 PM

Regular Meeting of the
Board of Commissioners of the
Public Building Commission of Chicago
In the Second Floor Board Room,
Richard J. Daley Center

Board of Commissioners

Brandon Johnson, Chairman

Samuel Wm. Sax

Toni Preckwinkle

Arnold Randall

Jose G. Maldonado, Jr.

David Todd Whittley

James F. Ellis, Jr.

Myetie H. Hamilton

Kari K. Steele

Jianan Shi

**PUBLIC BUILDING COMMISSION OF CHICAGO
MINUTES OF THE REGULAR MEETING OF THE
BOARD OF COMMISSIONERS HELD IN THE SECOND FLOOR BOARD ROOM
RICHARD J. DALEY CENTER
ON JULY 9, 2024 AT 2:30 P.M.**

The following Commissioners were present:

Mayor Brandon Johnson
James F. Ellis, Jr.
Jose G. Maldonado, Jr.
Arnold Randall
Samuel Wm. Sax
Jianan Shi
Kari K. Steele - 7

Attendees present were:

Ray Giderof, Acting Executive Director

J. Beatty	T. Hughes	K. Newman
G. Blakemore	J. Jackson	B. Payne*
J. Borkman	A. Javid	M. Robinson
D. Burke	G. Johnson	M. Santagata
C. Coleman	J. Joiner	J. Sublett
C. Conway	Z. Leigh	M. Wagstaff
P. Doyle	K. Lucius	T. Foucher-Weekley*
A. Englert	L. Lypson	R. Williams
L. Giderof	R. Manning*	M. Witry
S. Gohil	P. Montenegro	M. Young-Bey
M. Heller	L. Neal	B. Zater

***Remote Participation**

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

Thereupon, a public participation period was conducted pursuant to Section 2.06(g) of the Open Meetings Act. The Acting Executive Director summarized the guidelines for comments established by Resolution No. 7611 approved by the Board of Commissioners on January 11, 2011 and admonished the speakers that comments of a personal nature or that were disrespectful under the anti-harassment rules would not be tolerated. The following persons had previously

registered to provide comments during the public participation period: Mark Heller; George Blakemore; Amanda Englert; Michael Young-Bey; Theresa Hughes; Jessica Jackson; Zoe Leigh; and Kenneth Newman. Mark Heller provided comments regarding the need to update the open space fees paid by developers to reflect property values in different areas of the City. George Blakemore provided comments regarding a traumatic incident that allegedly occurred to him, racism and corruption. Amanda Englert provided comments on behalf of the Advocates for Morgan Shoal on the need for meaningful engagement with the community in the planning and development of the project. Michael Young-Bey provided comments on the need for adequate housing and an incident during which he was allegedly attacked. Theresa Hughes provided comments regarding her belief that an investigation should be conducted on personnel and staff of the City of Chicago. Jessica Hughes provided comments regarding violence in the City and her belief that there was corruption among judges in the Probate Court and public administrators. Zoe Leigh provided comments regarding real estate allegedly owned by her mother that was demolished without compensation and various deeds that had been recorded on the property. Kenneth Newman provided comments regarding violence that occurred in the City over the holiday weekend, his belief that the construction of additional athletic facilities at various locations throughout the City of Chicago would alleviate violence among young people and the need for cooperation among the Public Building Commission, Chicago Public Schools and the Chicago Park District.

The next item on the agenda was consideration of approval of the minutes of the Regular Meeting of the Board of Commissioners held on June 11, 2024. The reading of said minutes, which had previously been distributed, was dispensed with and upon motion duly made and seconded, the minutes of the June 11, 2024 board meeting were unanimously approved.

The next item on the agenda was a report by Commissioner Sax regarding the Audit Committee meeting held on June 26, 2024 which is summarized as follows:

The PBC's Director of Finance reported on the planned submission of the PBC's Annual Comprehensive Financial Report in conjunction with the Commission's Basic Financial Statements for Year Ended December 31, 2023, and 2022.

Representatives from Deloitte provided the required auditor communications related to the PBC's Audited Financial Statements for the year ended December 31, 2023. There were no material audit adjustments, recorded or unrecorded. Deloitte further reported that there were no material weaknesses in matters related to Internal Control over Financial Reporting.

The Acting Executive Director thanked the Audit Committee, the PBC Finance Team and their partners at Deloitte for their excellence in completing the Audit. He also acknowledged the collective positive impact made in the communities where the PBC works and assured the Audit Committee that the team remains focused on the diversity of work underway.

The Audit Committee accepted the reports.

Next, the Commissioners were provided with a report by Commissioner Maldonado regarding the Administrative Operations (AO) Committee meeting held on July 8, 2024. Commissioner Maldonado's report regarding the AO Committee meeting is summarized as follows:

The Director of Procurement reported on a task order award for Specialty Consultant Material Testing Services to a previously appointed firm. He also provided a report on the Bid Opening for Contract C1609 for the Works Progress Administration (WPA) Street Reconstruction Project at various locations.

The Acting Executive Director reported that there were no Field Orders above the reporting threshold and on a lease for a retail space in the concourse level of the Richard J. Daley Center.

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

A copy of the Task Order Report is attached hereto as **Exhibit "A"**.

The next item on the agenda was a report by Acting Executive Director Ray Giderof

regarding reports, development status and other matters. He advised the Commissioners that the Public Building Commission's Annual Comprehensive Financial Report was successfully submitted on time to the Government Finance Officers Association and is being considered for a Certificate of Achievement for Excellence in Reporting. He also commended the Public Building Commission's Finance Team headed by Tanya Foucher-Weekley, PBC's auditors at Deloitte and the Audit Committee for their service in completing the Audit.

His report also included several outreach meetings that the Public Building Commission had attended or hosted as well as anticipated future events. Acting Executive Director Giderof reported that, on June 20, 2024, the Public Building Commission hosted the Morgan Shoal Revetment Reconstruction Project Community Open House at Nichols Park with its partners at the Chicago Park District, Chicago Department of Transportation, U.S. Army Corps of Engineers along with Fourth (4th) Ward Alderman Lamont Robinson, Fifth (5th) Ward Alderman Desmond Yancy and President Toni Preckwinkle. On June 22, 2024, additional information regarding the Project was presented during a community meeting held at Monumental Baptist Church located at 729 East Oakwood. The Acting Executive Director noted that previous meetings regarding the project had also been held on February 22, 2024, March 21, 2024 and April 25, 2024 and that the Public Building Commission would continue to share information and provide updates to the community. In addition, the Acting Executive Director stated that staff along with representatives from the Chicago Department of Transportation, Chicago Park District and the Smith Group would be available following the board meeting to share information provided during the community meeting with persons interested in the project in Room 202 of the Daley Center.

Next, the Acting Executive Director reported that the Public Building Commission hosted the Third Assist Agency Conference on June 27, 2024 as a part of its efforts to continue to

strengthen partnerships with the Assist Agencies and proactively work on strategies in order to better assist small, minority and women-owned businesses. At this meeting the Public Building Commission provided updates regarding procurement opportunities and shared ideas on ways to increase outreach efforts. The next Round Table Meeting with assist Agencies is scheduled for September 26, 2024. Acting Executive Director Giderof also reported that virtual Community Hiring Sessions were held for the CDOT Capital Program – Alleys (Various Locations) on July 15, 2024 and July 16, 2024. These events provided an opportunity for job seekers to apply for work on the CDOT project by connecting with hiring managers and learn about diverse employment opportunities in the construction industry.

Finally, the Acting Executive Director reported that the Public Building Commission issued its external Q2 Newsletter entitled, Construction News You Can Use. This edition featured progress that had been made during the first half of the year. It showcased participation by PBC staff at various events, building and construction expos, and community meetings. In addition, the Newsletter highlighted information on a variety of events hosted by the PBC that expanded opportunities to work on PBC projects. He noted that 2024 was marked by significant achievements, growth and strategic initiatives that position the PBC and its municipal partners well for the future. He further noted that PBC is committed to continue and enhance partnerships with its clients and work together to foster a positive impact upon the City and its communities. He expressed confidence that this momentum would enable PBC to achieve even greater success in the future. Finally, he expressed gratitude to the dedicated PBC Team, its municipal partners, PBC's Board of Commissioners and Chair for their commitment, guidance and contributions.

At the conclusion of the presentation, the report by the Acting Executive Director was accepted.

The next item on the agenda was consideration of approval of a lease with Kafein Chicago, LLC d/b/a Café Descartes Company for rental space in the Richard J. Daley Center. The Acting Executive Director advised the Commissioners that the Public Building Commission along with its property manager, Transwestern Real Estate, had been working to procure tenants for the vacant retail space on the concourse level of the Daley Center. He stated that the vacant Starbucks space would be leased to Kafein Chicago, LLC d/b/a Café Descartes Company for a new coffee shop in the Daley Center. Kafein Chicago has other locations in Chicago and would provide a benefit to visitors and staff in and surrounding the Daley Center. He further advised that Arshad (Sonny) Javid, President of Café Descartes Company was present at the meeting. Thereupon, the following resolution was adopted:

RESOLUTION NO. 8730

BE IT HEREBY RESOLVED by the Board of Commissioners of the Public Building Commission that the Commercial Lease Agreement by and between the Public Building Commission and Kafein Chicago, LLC d/b/a Café Descartes Company for certain space located on the Concourse Level of the Richard J. Daley Center, substantially in the form attached hereto as **Exhibit “B”**, is hereby approved.

BE IT FURTHER RESOLVED that the Acting Executive Director and appropriate officials of the Public Building Commission are hereby authorized to execute the Commercial Lease Agreement, substantially in the form attached hereto as **Exhibit “B”**, upon approval as to form and legality by Legal Counsel, and to undertake such actions as may be necessary and appropriate in order to effectuate this Resolution.

Commissioners voting in the affirmative:

Brandon Johnson, James F. Ellis, Jr.,
Jose G. Maldonado, Jr., Arnold Randall,
Samuel Wm. Sax, Jianan Shi and
Kari K. Steele – 7

Commissioners voting in the negative:

None

The final item on the agenda was consideration of approval to award Contract C1609 for the Works Progress Administration (WPA) Street Reconstruction Project (West 100th Street, South Homan Avenue and South Short Street) (the “Project”). Acting Executive Director Giderof advised the Commissioners that the Public Building Commission invited all contractors eligible to bid on the Project to submit bids. On June 18, 2024, sealed bids were received from two (2) contractors. Following a review of the bid documents, it was recommended that Contract C1609 be awarded to Sumit Construction Company, Inc. Upon motion duly made and seconded, the following resolution was adopted:

RESOLUTION NO. 8731

WHEREAS, pursuant to bid solicitations from duly pre-qualified general construction firms, the Public Building Commission of Chicago received the following bids for Contract No. C1609, Works Progress Administration (WPA) Street Reconstruction Project (West 110th Street, South Homan Avenue and South Short Street (the “Project”):

	<u>BASE BID</u>	<u>AWARD CRITERIA</u>
		<u>FIGURE</u>
Sumit Construction Company	\$3,436,744.25	\$3,244,286.57
MQ Sewer & Water Contractors, Inc. d/b/a MQ Construction Company	\$3,470,089.16	\$3,275,764.17

WHEREAS, the bid of Sumit Construction Company, Inc. was the lowest responsible bid meeting the technical specifications received by the Commission for the furnishing and performance of the work; and

WHEREAS, as a part of its bid proposal, Sumit Construction Company, Inc. has advised the Commission that the surety on the performance and payment bond to be supplied in the form set forth in the contract documents will be Travelers Casualty and Surety Company, corporate surety, authorized to do business under the laws of the State of Illinois; and

WHEREAS, the staff of the Commission has recommended that Contract No. C1609 be awarded to Sumit Construction Company and that Travelers Casualty and Surety Company, the proposed surety on the performance and payment bond, be accepted and approved by the Commission.

NOW, THEREFORE BE IT RESOLVED, that the Board of Commissioners hereby awards to Sumit Construction Company, Contract C1609 for the Works Progress Administration (WPA) Street Reconstruction Project (West 100th Street, South Homan Avenue and South Short Street) pursuant to the terms thereof for the total contract price of \$3,436,744.25 and authorizes and directs the appropriate officers of the Public Building Commission of Chicago to take such action as may be required or advisable in order to consummate the award and to execute the contract.

BE IT FURTHER RESOLVED that the Public Building Commission of Chicago does hereby approve a payment and performance bond to be supplied in the form set forth in the contract documents comprising Contract No. C1609, subject to the completion and delivery to the Commission of said form of bond by Sumit Construction Company, Inc. and Travelers Casualty and Surety Company, as surety, in the principal amount of \$3,436,744.25 and the Chairman is hereby authorized and directed to signify approval by the Commission of the fully executed bond.

Commissioners voting in the affirmative:

Brandon Johnson, James F. Ellis, Jr.,
Jose G. Maldonado, Jr., Arnold Randall,
Samuel Wm. Sax, Jianan Shi and
Kari K. Steele – 7

Commissioners voting in the negative:

None

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

Secretary

APPROVED:

Chairman



July 9, 2024

Public Building Commission
Richard J. Daley Center
50 West Washington Street
Room 200
Chicago, Illinois 60602
(312) 744-3090
pbcchicago.com

MEMBERS OF THE PUBLIC BUILDING COMMISSION OF CHICAGO
BOARD OF COMMISSIONERS

Re: Notice of Awards to 2024 Specialty Consultant Services

Honorable Chairman and Commissioners:

BOARD OF COMMISSIONERS

Chairman
BRANDON JOHNSON
Mayor
City of Chicago

SAMUEL Wm. SAX
Chairman
Financial Relations, Inc.

TONI PRECKWINKLE
President
Cook County Board of Commissioners

Treasurer
ARNOLD RANDALL
Executive Director
Gaylord and Dorothy Donnelley
Foundation

JOSÉ G. MALDONADO, JR.
Business Representative/Organizer
Chicago Regional Council of Carpenters

DAVID TODD WHITTLEY
Bishop
Corinthian Temple Church of God in
Christ

JAMES F. ELLIS, JR.
Retired
Laborers' Local 1001

MYETIE H. HAMILTON
President
Chicago Park District

KARI K. STEELE
President
Metropolitan Water Reclamation
District of Greater Chicago

JIANAN SHI
President
Chicago Board of Education

RAY GIDEROF
Acting Executive Director
Public Building Commission

MARY PAT WITRY
Secretary

JESSICA HIGGINS
Assistant Secretary

TANYA FOUCHER-WEEKLEY
Assistant Treasurer

In August 2023, the PBC publicly advertised Requests for Qualifications (RFQ) from firms interested in providing consulting services in the following categories: Construction Material Testing & Inspection Services, among others. In November 2023, the PBC received approval to award term contracts to firms pre-qualified to provide specialty consulting services in this category among others.

In November 2023, a random lottery by category was conducted to establish the rotation of firms beginning on January 1, 2024. As services are required, the rotation determines the firm to which a request for pricing is issued. Proposals are reviewed and evaluated for experience, expertise of staff, capacity, past performance, plan of action proposed, pricing, and the utilization of Minority and Women business enterprises (M/WBE) Upon approval, PBC staff issues a task order against the selected firm's term contract.

Staff respectfully submits the attached report of recent Specialty Consultant Service task order awards.

Sincerely

James L. Borkman
Director of Procurement



Task Orders Awarded against Term Contracts

Public Building Commission of Chicago | Richard J. Daley Center | 50 West Washington Street, Room 200 | Chicago, Illinois 60602 | (312) 744-3090 | pbcchicago.com

July 2024

Number of Task Orders	Type of Service	Total Dollar for type of Service
1	Construction Material Testing & Inspection	\$ 61,651.00
		\$ 61,651.00

Task Orders

Project	Service	Process	Contractor	MBE/WBE	Total Dollar
Kenwood Academy Link and Mechanical Project	Material Testing	Consulting	ATC Group Services, LLC d/b/a Atlas Technical, LLC		\$ 61,651.00



EXHIBIT A.

June 12, 2024

Via E-Mail: craig.wilson@oneatlas.com

Richard J. Daley Center
50 West Washington Street
Room 200
Chicago, Illinois 60602
(312) 744-3090
Fax: (312) 744-8005
www.pbcchicago.com

Chairman
BRANDON JOHNSON
Mayor
City of Chicago

Acting Executive Director
RAY GIDEROF

Craig Wilson
ATC Group Services d/b/a Atlas Technical
1815 South Meyers Road, Suite 1050
Oakbrook, Terrace, Illinois 60181

RE: Contract / Task Order
Number: 05326-PS3085A-001
Project Number and Name: 05326 Kenwood Academy Link and Mechanical Project
Services: Construction Material Testing & Inspection
User Agency: Board of Education of the City of Chicago

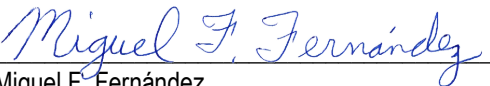
Dear Contractor/Vendor:

This Task Order is prepared in accordance with, and is subject to, the terms and conditions of Contract PS3085A for Construction Material Testing & Inspection Services (the "Contract"), between the Public Building Commission of Chicago (the "Commission"), and ATC Group Services d/b/a Atlas Technical. The Contract is incorporated herein by reference.

This Task Order acknowledges the Commission's acceptance of ATC Group Services d/b/a Atlas Technical Task Order proposal dated May 20, 2024. This Task Order's Scope of Service(s) is attached hereto, is incorporated herein by reference, and includes the following:

\$61,651.00 Lump Sum Fee for Construction Material Testing & Inspection Services as described in Attachment A Scope of Services and in Attachment B Schedule of Cost

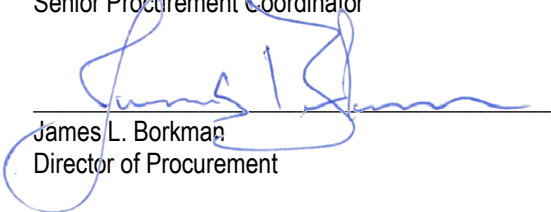
The value of this Task Order is a lump sum fee of **\$61,651.00** for Construction Material Testing & Inspection Services as described above. The Project Manager will be issuing a Notice to Proceed. All terms and compensation are as per the Contract except as specifically modified herein.



Miguel F. Fernández
Senior Procurement Coordinator

06/12/2024

Date



James L. Borkman
Director of Procurement

06/13/2024

Date



Recommendation of Award

Date: May 31, 2024
To: James Borkman
Director of Procurement
From: Robert Owens
Project Manager
Distribution: Miguel Fernandez
05326-03-04-07-01
Subject: Recommendation of Award
Kenwood Academy Link & Mechanical Project
PBC Project No. 05326
ATC Group Services LLC, dba Atlas Technical Consultants, LLC
Construction Material Testing and Inspection Services

On May 7, 2024, the Public Building Commission of Chicago (PBC) issued a Request for Proposal (RFP) to **ATC Group Services LLC, dba Atlas Technical Consultants, LLC. (Atlas)**, who has been pre-qualified to provide Construction Material Testing and Inspection Services as required at the above-named Project. The submitted proposal has been reviewed to perform Construction Material Testing and Inspection for the following services:

- A. Division 03 – Concrete
- B. Division 04 – Masonry
- C. Division 05 – Metals
- D. Division 07 – Thermal and Moisture Protection
- E. Division 09 – Finishes
- F. Division 31 – Earthwork
- G. Division 32 – Exterior Improvements

On May 20, 2024, **Atlas** submitted a lump sum proposal including an Attachment Fee Schedule of hourly Rates for varying job titles which has been approved by PBC. The amount for this contract is being issued as a lump sum amount of **\$61,651.00**.

Based on a review of the proposal, it is recommended that **Atlas** be selected to complete the work, based on the following:

- Atlas has a clear understanding of the project requirements as listed in the RFP Scope of Work;
- Atlas has extensive experience in the activities described in the RFP;
- Atlas is capable and has performed Services for similar projects;
- Atlas provided Project management and staffing plan;
- Atlas has provided fair and reasonable pricing;
- Atlas is a PBC pre-qualified specialty consultant to perform these services.

Atlas should be issued a Task Order, in the lump sum amount of **\$61,651.00**, to complete these services.

End of Memorandum

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 Kafein Chicago LLC, an Illinois limited liability company ("**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 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 66 W. Washington St., Chicago, IL 60602;

WHEREAS, PBCC has entered into a contract with Transwestern Real Estate Services, Inc. ("Transwestern RES") 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 Concourse 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 8730 adopted on July 9, 2024 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 Transwestern RES, as Landlord (hereinafter "**Landlord**") agrees to provide for use by the Tenant, certain real property consisting of approximately 705 rentable square feet located on the Concourse 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. TERM. The term of this Lease is five (5) years or sixty (60) months commencing August 2, 2024 and expiring on July 31, 2029, unless sooner terminated as provided in Section 10 hereof. 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 4 below.

3. 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, 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. Monday through Friday, except court holidays as set forth on the calendar of the Clerk of the Circuit Court of Cook County, Illinois, or as 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.

4. **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 pay \$21.00 RSF Gross
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 Base 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 (\$1,292.50 per month).

4.1 **Extension Term Rent.** Tenant’s Rent for any Extension Term will be at the current fair market rental rate for renewals for similar class retail space in the Loop area of Chicago, as determined by Landlord. Landlord shall provide its determination of the fair market rental rate for the Premises to the Tenant within thirty (30) days following receipt of Tenant’s notice to extend the Term, and Tenant shall have fifteen (15) days thereafter to rescind its exercise of the renewal.

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

4.3 **Rent Commencement Date.** Rent will commence the earlier of (i) ninety (90) days from the Possession Date or (ii) opening of store for business (the “**Rent Commencement Date**”). Tenant shall commence to pay Rent hereunder on the Rent Commencement Date and shall continue to pay Rent in monthly installments on or before the first day of every month thereafter during the Term of this Lease.

4.4 **Improvement Allowance.** Landlord will provide Tenant with an allowance up to \$25.00/RSF (\$17,625.00) for improvements within the Premises upon lease execution. Upon satisfactory evidence to the Landlord that the Tenant Improvements have been performed and billed, Landlord will pay the Tenant’s Construction Contractors (as hereinafter defined) directly until the Improvement Allowance has been extinguished.

5. **LEASEHOLD TAXES.** In addition to the Rent to be paid by the Tenant for use and occupancy of the Premises, 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.

6. Security Deposit

(a) Tenant shall deposit with Landlord upon execution of the Lease a Security Deposit in the sum of \$3,701.25 as security for Tenant's faithful performance of its obligations under this Lease. The amount of the Security Deposit shall be determined by Landlord based upon its review of Tenant's audited financial records for the past three (3) years. 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.

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 (ten) business days following full execution of this Lease. 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 shall be responsible for all costs associated with the preparation of construction plans and the issuance of permits. In addition, Tenant shall engage Transwestern Project Management Services (TW PMS) to perform project management services and pay to TW PMS a supervisory fee of three per cent (3%) of construction costs for its services. Tenant agrees to engage the services of the Daley Center's environmental consultant ("**the "Environmental Consultant"**"), 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 Daley Center's electrical contractor (“**the Electrical Contractor**”), to perform any and all required electrical work. In the event the services of the Environmental Consultant or the Electrical Contractor are required under this Lease, and the rates of the Environmental Consultant and/or the Electrical Contractor 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 the Environmental Consultant and/or the Electrical Contractor 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 the Environmental Consultant or the Electrical Contractor, 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 the Environmental Consultant or the Electrical Contractor. Tenant agrees to provide a redacted copy of the agreements executed with the Environmental Consultant and the Electrical Contractor (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 the Environmental Consultant and the Electrical Contractor. 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 professional services agreement entered into by Tenant with respect to the Building must be substantially in the form attached hereto as Exhibit 7.** 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. Tenant must use its reasonable efforts to utilize a certified Minority Business Enterprise (MBE) and/or certified Women's Business Enterprise (WBE) for not less than an aggregate of forty percent (40%) of the value of the services. The goal may be met by participation of a MBE firm, WBE firm, or combination of both. A certified MBE firm means a person or entity granted certification by the City of Chicago or the County of Cook. A certified WBE firm means a person or entity granted certification by the City of Chicago or the County of Cook. 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. 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.

(d) All costs and expenses incurred in connection with the design and construction of the Tenant Improvements and Modification Work described herein shall be borne solely by Tenant.

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 Contractors 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 15. 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 []. 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_CodeofEthicsAmendOct32011_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 9 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) Landlord may terminate this Lease, 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 11(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, Transwestern RES and TWPMS, 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 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 [Transwestern RES, TW PMS], 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, Transwestern RES, TW PMS 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, Transwestern RES, TWPMS 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 14 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 the Daley Center's 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 the Daley Center's electrical consultant, Cable, 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 15.

(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. No construction work may be performed by Tenant 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 use 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 (other than routine maintenance) to the Building HVAC system and for the replacement of the HVAC system during the term of the Lease, including any Extension 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: Kafein Chicago LLC, an Illinois
 Limited liability company,
 Attn: Arshad Javid
 5819 N. Washtenaw Avenue
 Chicago Illinois 60659
 Email: descartescafe@gmail.com
 Phone: [\(773\) 551-7068](tel:(773)551-7068)

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

With a copy to: Neal & Leroy, LLC
 Attn: Anne L. Fredd
 20 S. Clark Street, Suite 2050
 Chicago, Illinois 60602
 afredd@nealandleroy.com

With a copy to: c/o Transwestern Real Estate Services, Inc.
 Attn: General Manager – John Beatty 50
 West Washington, Suite 1203
 Chicago, Illinois 60602 Email:
 john.beatty@transwestern.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 8 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. 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. **Guaranty.** Café Descartes Company", an Illinois corporation (together with its successors and assigns "**Guarantor**"), an affiliate and umbrella entity of Tenant, agrees to absolutely and unconditionally guarantee the following: (i) the full and punctual payment when due of Rent to the PBCC and (ii) after the expiration of any applicable notice and cure periods, such other sums that may become due and payable from Tenant to PBCC as a result of Tenant's failure to fully perform in all material respects those certain other obligations set forth in the Lease including but not limited to the payment of sums due and payable for any taxes levied upon Tenant's leasehold (together, the "**Guaranteed Obligations**"). Guarantor unconditionally and irrevocably guarantees payment and performance of the Guaranteed Obligations by execution and delivery of the Guaranty which is attached hereto as Exhibit 9 to this Lease. The Guaranty shall be executed concurrently with the execution of the Lease and the Lease shall not be effective until the Guaranty has been executed.

l. **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.

m. **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.

n. **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.

o. **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.

26. 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

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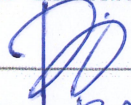
IN WITNESS WHEREOF, the Parties have caused this Lease to be effective as of the last date written below.

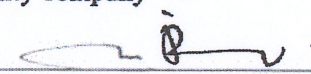
PBCC:

TENANT:

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

**Kafein Chicago, LLC, an Illinois limited
liability company**



By: 

Name: RAY GIDEROF

Name: Munazzah Tabeen

Title: ACTING EXEC. DIR.

Title: Member / Manager

Date: _____

Date: 6-17-24

Approved as to form and legality Neal

& Leroy, LLC

By: 

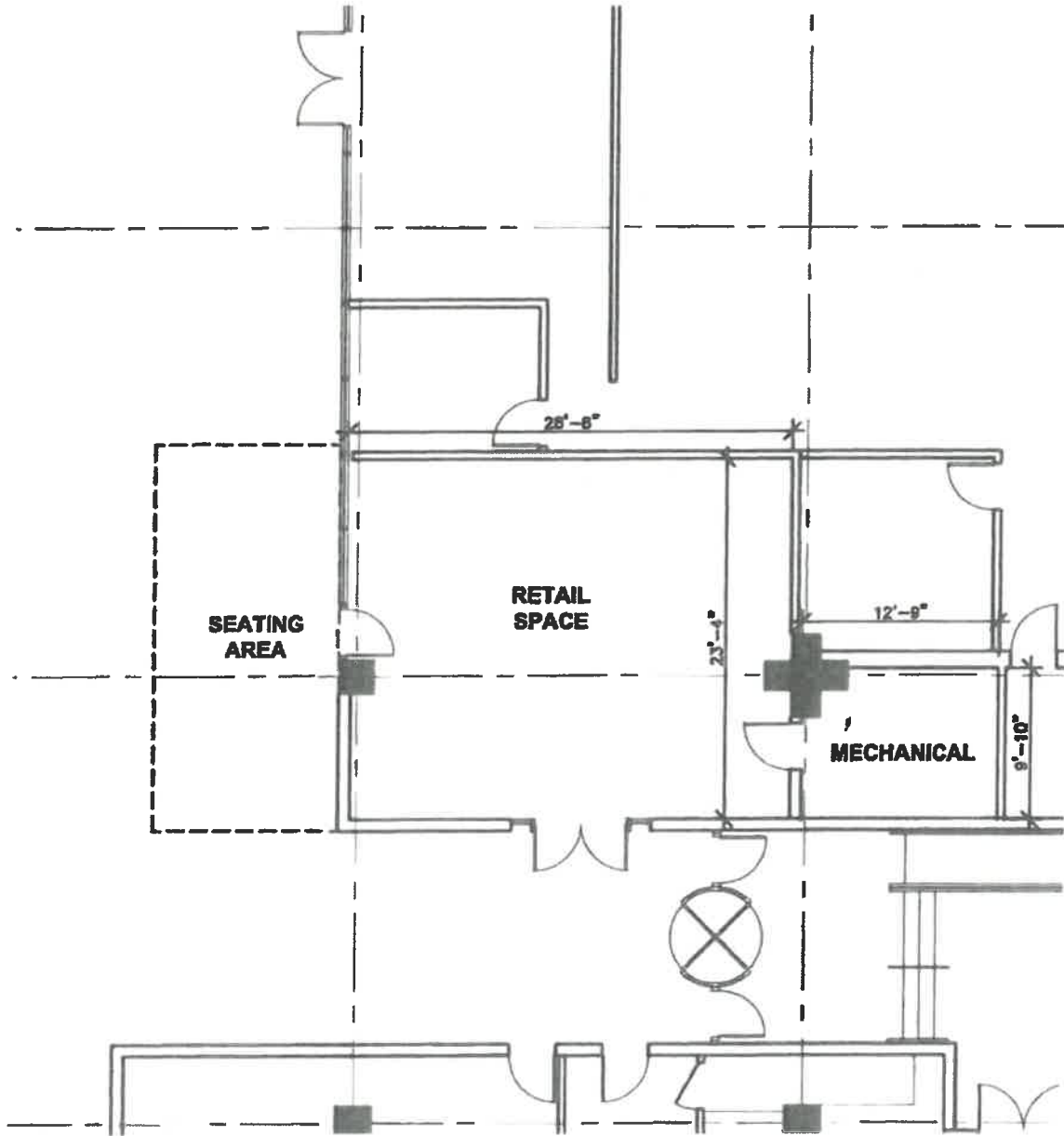
Date: 8/5/2024

EXHIBIT B.

EXHIBIT 1

LOCATION OF PREMISES

EXHIBIT 1 PLAN OF PREMISES



**RETAIL SPACE
CONCOURSE LEVEL
RICHARD J. DALEY CENTER**



NOTE: This is a schematic plan and is intended to show only the proposed location of the Premises, being the shaded area in the plan below. All measurements, distances and dimensions are approximate and not to scale. The depictions hereon do not constitute a warranty or representation of any kind.



EXHIBIT 2

RICHARD J. DALEY CENTER

CONSTRUCTION REQUIREMENTS

A. PERFORMANCE OF WORK REQUIREMENTS

The Contractor shall be responsible for meeting the following performance requirements throughout the performance of the Work. Exceptions shall only be allowed at PBCC's reasonable discretion and with PBCC's prior written approval, which approval shall not be unreasonably withheld, conditioned or delayed.

1. The following activities are specifically prohibited from occurring on any of the interior or exterior areas of the Daley Center ("**Building**") and cannot be undertaken by the Contractor or any of its subcontractors ("**Subcontractors**"):

- a. The use of a jackhammer on site
- b. The use of Daley Center tenant space, other than the Equipment Space, the Antennae Space, and such other spaces that have been approved in advance by PBCC, being utilized for construction pursuant to the Agreement.
- c. Unauthorized use of Building equipment
- d. The use of the Building's trash compactor, dumpster, or container
- e. Unauthorized parking in restricted areas
- f. Unauthorized on-site storage
- g. Consumption of alcohol or controlled substances on site
- h. Unauthorized congregation within the Building
1. Cooking or quantity food preparation on site
- J. Unauthorized use of Building restroom areas
- k. Unapproved use of Building utilities
1. Objectionable, abusive, or unacceptable personal behavior of Contractor personnel
- m. Improper disposal of wastes, residues, or debris
- n. Loud noises off site considered by PBCC as objectionable
- o. The use of a generator on the outdoor plaza of the Daley Center ("**Plaza**")
- p. And such other activities as shall reasonably be determined by PBCC to be obstructive or dangerous.

2. A list of Contractor and Subcontractor employees must be submitted to the General Manager prior to commencing work; provided, nothing herein is intended to provide PBCC or the General Manager with the right to approve any Contractor and Subcontractor. All

EXHIBIT B.

project employees are required to sign-in and out on a daily log sheet maintained in the Building's security office located on the lower level. All project employees are required to wear their contractor badge at all times.

3. All Contractor and Subcontractor personnel shall utilize the freight elevator for access to the Work Site. Contractor is responsible to coordinate excessive freight elevator loads with the Elevator Maintenance Company prior to construction. Only in the event of an emergency shall Contractor or Subcontractor personnel be permitted to use other means of egress.

4. All keys to construction site offices, fenced in areas, etc. are to be copied and given to security.

5. All materials and waste shall be transported to and from the Work Site via the freight elevators. Under no circumstance shall the passenger elevators be used without the written consent of PBCC. All recycled material shall be tracked and reported to PBCC on a monthly basis.

6. It shall be the responsibility of the Contractor to isolate the heating, ventilating, and air conditioning systems of the Work Site from the remainder of the Building. Under no circumstance shall the Contractor utilize materials such as but not limited to: cleaning agents, paints, thinners, or adhesives that if released in the Work Site atmosphere could spread to tenant areas, causing discomfort or posing any type of health hazard.

7. In the event that any fire and life safety system will need to be disabled to complete the Work, the Contractor must notify PBCC in advance of such event in writing.

8. In the event any soldering or welding apparatus is required to complete the Work, the Contractor must notify PBCC of such event. A welding permit must be obtained from the security office. Welding and soldering activities are allowed only after 6 pm until 6 am Monday through Friday, 4 pm until 6 am on Saturday and anytime on Sunday.

9. Removal of debris and delivery of any materials are limited to off-hours, 6 pm to 6 am Monday through Friday and on Saturday and Sunday. Arrangements should be made in advance with security. All dumpsters need to be delivered after 6 pm and removed no later than 6 am. The dock and garage will need to be cleaned of all dust and debris prior to 6 am every day.

10. Freight elevators are to be protected on the walls and floor. If the elevator top needs to be removed, arrangements are to be made with the Chief Engineer and must occur only after 6 pm until 6 am Monday through Friday or on Saturday and Sunday. Any third party costs associated with the removal of the elevator top or other modifications to the freight elevators is the responsibility of the Contractor.

EXHIBIT B.

11. Please be advised that asbestos containing materials (ACM) exist within the Building. These materials are utilized in a variety of applications. It is the Contractor's responsibility to contact the security department prior to working on areas adjacent to any building materials. A complete building survey of the building for ACM has been completed and is available in the Office of the Building. See Exhibit 6 attached hereto regarding ACM projects.
12. Material Safety Data Sheets (MSDS) must be supplied by Tenant to the Office of the Building prior to any material subject to such MSDS entering the Building.
13. All fire proofing and fire stops must be maintained. Patching must be completed as occurred to ensure integrity of the fire system.
14. Stairway doors shall not be propped open or blocked at any time.
15. Dry chemical fire extinguishers must be maintained at all times by the Contractor in the construction area.
16. Report any injuries to the security department as soon as possible.
17. Flooring throughout the Building, including granite, terrazzo and carpeting, must be protected at all times.
18. It is the Contractor's responsibility to come to the Building prepared with all tools and equipment necessary to complete the job. The Building cannot supply lifts, ladders or tools to outside contract employees.

B. ADDITIONAL TERMS AND CONDITIONS

1. All labor shall be performed in best workmanlike manner by workers skilled in their respective trades. Contractor shall use commercially reasonable efforts to only employ and permit the use of such labor as shall not result in jurisdictional disputes or strikes or cause disharmony with the tenants, other contractors, agents, and employees of the Building or other sites managed by PBCC. Local labor and Subcontractors shall be given preference where possible and practical. The Contractor will only subcontract with competent and responsible subcontractors. Any worker or other Person involved in the performance of the Work who, in the reasonable opinion of PBCC, is incompetent, careless or violates safety or security rules, obstructs the progress of the Work, acts contrary to instructions, acts improperly, is not responsible, is unfit, violates any laws applicable to this Contract or fails to follow the requirements of this Contract in the execution of the Work shall be immediately removed upon request of PBCC. Smoking is prohibited in the Building.
2. To the extent required by state law, the Contractor waives and releases, for

itself and its successors, assigns, legal representatives and Subcontractors, any claim of lien of charge against the Building with respect to Work performed or monies or other consideration due under this Contract.

3. If any mechanic's, materialman's, or other similar lien shall at any time be filed against the Building or any part thereof on account of any Work performed on or furnished to or claimed to be performed on or furnished at the direction of Contractor or any Subcontractor, Contractor shall, upon written request from PBCC and without cost or expense to PBCC, promptly cause the sum to be discharged of record by payment, bond, order of a court of competent jurisdiction, or otherwise. If Contractor, having been requested by PBCC to discharge such lien, shall fail to do so within 15 days after such written request by PBCC, PBCC shall have the right to discharge the same by payment, bond, order of a court of competent jurisdiction, or otherwise and without regard to whether Contractor is disputing the validity or amount of the same, and the costs and expenses incurred by PBCC in so discharging such lien shall be recoverable by PBCC. Contractor will protect PBCC against lien filings to the extent that payment is received for completed Work.

4. The City of Chicago has adopted The Chicago Standard, a set of construction standards for public buildings. The Chicago Standard was developed to guide the design, construction and renovation of municipal facilities in a manner that provides healthier indoor environments, reduces operating costs and conserves energy resources. It also includes provisions for outfitting, operating and maintaining those facilities. The Chicago Standard takes advantage of new building technologies and practices to enhance the well-being and quality of life of everyone working in and using such buildings, as well as the neighborhoods in which they are located. The Contractor will adhere to The Chicago Standard as it applies to existing buildings in performing the Work.

5. On November 6, 2002, the Building was designated a Chicago Landmark. The Contractor will comply with the applicable ordinances, rules and regulations for a designated Chicago Landmark in the operation, maintenance, and improvement of the Building.

6. Contractor shall be responsible for all necessary safety precautions and programs in connection with the Work, including but not limited to providing whatever protection may be necessary to prevent injury to any persons, whether tenants, patrons, and/or employees or business invitees of PBCC or Contractor (including any Subcontractor) who may be present on the Work Site or loss or damage to property of PBCC or other Persons, including all materials and equipment to be incorporated into the Work and all existing improvements which are not to be removed as part of the Work. If the Work might affect the owners or occupants of property adjacent to or adjoining the Work Site, Contractor shall notify PBCC and such owners and occupants of the Work and its possible effect on their property. If the Work might affect any utilities, utility service, or utility equipment, Contractor shall notify PBCC and the utility companies or users of such utilities which might be affected by the Work, and if such utility equipment is not needed or interferes with the execution of the Work, Contractor shall remove or protect such utility equipment as required

by such utility companies or users of such utility equipment.

7. Prior to the commencement of the Work, Contractor shall provide a site specific safety plan for review by PBCC.

8. Concealed Carry/Contractor Firearm Policy

a. Pursuant to Sections 65(a)(4) and (5) of the Firearm Concealed Carry Act (FCCA) (430 TLCS 66/65), Contractor, Contractor's employees and agents, Subcontractors and Subcontractor employees and agents (hereinafter, collectively the "Contractor") shall not carry a firearm on or into the Property or park any personally owned, or Contractor owned vehicle that contains a firearm on the Property. PBCC considers this provision to be a material term of the Contract. Contractor is responsible for educating its employees and agents and Subcontractor and Subcontractor employees and agents on the requirements of this provision. Any violation of this policy shall be grounds for immediate termination of the Contract. Contractor 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 the termination of the Contract for default for violation of this provision.

9. Transwestern RES shall not be liable for damage or destruction to the Work and/or to (a) any tools owned by Contractor or its Subcontractor or its Subcontractors, or (b) any tools, equipment, scaffolding, staging, towers, and forms rented by Contractor, except to the extent such damage or destruction is caused by the gross negligence or willful misconduct of Transwestern RES and TWPMS or their respective employees.

10. In no event shall Transwestern RES or TWPMS be liable for consequential, incidental or special damages, or lost profits incurred by Contractor and/or its affiliates, Subcontractors, agents, or employees **in** connection with this Contract.

11. Prompt Payment Requirements:

a. Contractor agrees to comply with all applicable provisions of the Illinois Local Government Prompt Payment Act, 50 ILCS 20/12.1 *et. seq.* The Illinois Prompt Payment Act requires prompt payment to subcontractors and suppliers, by the Contractor for work that has been satisfactorily completed.

b. If a Subcontractor has satisfactorily performed and provided Contractor with all of the documents and information in accordance with the requirements of the Contract, Contractor must pay Subcontractor for such work, services, or materials within fifteen (15) calendar days after Contractor receives payment.

EXHIBIT B.

- c. If the Contractor, without reasonable cause, fails to make any payment to his subcontractors and material suppliers within 15 days after receipt of payment under the public construction contract, the contractor shall pay to his subcontractors and material suppliers, in addition to the payment due them, interest in the amount of 2% per month, calculated from the expiration of the 15-day period until fully paid. This Section shall also apply to any payments made by subcontractors and material suppliers to their subcontractors and material suppliers and to all payments made to lower tier subcontractors and material suppliers throughout the contracting chain. Failure to comply with the foregoing will be deemed an event of default.

- d. Contractor must include the requirements of this Section in all subcontracts and purchase orders relating to the Work. If Contractor fails to incorporate the provisions of this Section in all subcontracts and purchase orders, such provisions and deemed to be incorporated. Contractor and its Subcontractors have a continuing obligation to make prompt payment to their respective Subcontractors. Compliance with this obligation is a condition of participation by Contractor and its Subcontractors on this Contract.

EXHIBIT 3

RICHARD J. DALEY CENTER

PROJECT CLOSE-OUT REQUIREMENTS

To the extent applicable to the specific Work, Tenant or the Contractor shall provide such of the following close-out documents required by PBCC within 60 days following completion of the Work (or in the case of the Final Inspection Approval referenced below, the later of 60 days following completion of the **Work** and 10 business days after the Final Inspection Approval has been issued by the applicable governmental authority):

- Copy of Building Permit
- Final Inspection Approval (from the authority having jurisdiction and if applicable).
- Unconditional final mechanic's lien waivers from Contractors and upon the request of Transwestern RES, unconditional final mechanic 's lien waivers from all Subcontractors (of every tier) (which such Subcontractors' lien waivers may be redacted for financial and/or confidential information).
- One complete set of As-Built drawings showing material types, location and elevation of all of the work performed under this Contract.
- One CAD disc of As-Built drawings showing material types, location and elevation of all of the work performed under this Contract.
- Punch list, in a format suitable to Transwestern RES, signed off by a designated representative.

EXHIBIT 4

RICHARD J. DALEY CENTER

CONSTRUCTION REQUIREMENTS INSURANCE

I. Contractor shall provide the following minimum insurance coverage:

A. Commercial General Liability-

Combined Single Limit of \$2,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Such insurance shall be broad form and include but not be limited to all licensed areas and operations, separation of insureds, defense, contractual liability, independent contractor 's liability, products and completed operations liability, and personal injury liability. The Public Building Commission, the City of Chicago, Cook County, and their respective Board members, employees, elected officials, officers or representatives, and PBCC, and any subsidiary, affiliate corporation, and all their directors, officers, agents, and employees must be named as additional insureds on a primary, non-contributory basis for any liability arising directly or indirectly from the property. A combination of primary and excess policies may be utilized. Policies shall be primary and non-contributory.

B. Excess Liability Insurance Limit- \$5,000,000

C. Worker's Compensation and Employer's Liability-

Coverage in accordance with applicable statutes covering all of its employees and including a waiver of subrogation endorsement in favor of PBCC and Tenant. Employer' s Liability insurance with limits of not less than \$1,000,000 for bodily injury by accident for each accident and not less than \$1,000,000 for bodily injury by disease covering all of its employees.

D. Commercial Automobile Liability-

Combined Single Limit - \$1,000,000 per accident. Such insurance shall cover bodily injury (or death) and property damage arising out of the ownership, maintenance, or use of any private passenger or commercial vehicles and of any other equipment required to be licensed for road use. The Public Building Commission, the City of Chicago, Cook County, and Tenant must be additional insureds on a primary, non-contributory basis.

- E. Property Insurance-
All-risk, replacement cost property insurance to protect against loss of owned or rented equipment and tools brought onto and/or used on any of the Building by the Contractor and, prior to completion of the Work, any material and equipment which have been incorporated into or which have been delivered to the Building and are awaiting incorporation into the Work.
 - F. Umbrella/Excess Liability-
Umbrella/Excess Liability Insurance policy - \$5,000,000.
 - G. Valuable Papers-
When any plans, designs, drawings, specifications, data, media, and documents are produced or used under this Contract, Valuable Papers Insurance shall be maintained in an amount to insure against any loss whatsoever and shall have limits sufficient to pay for the re-creation and reconstruction of such records.
 - H. Crime--
Crime coverage must be maintained for those employees who handle or are responsible for the handling of Tenant's funds under this Agreement against loss by dishonesty, theft, destruction or disappearance, computer fraud, credit card forgery and other related crime risks.
- II. Policies described above, as applicable, shall include the following as additional insured on a primary, non-contributory basis, including their officers, directors, and employees: Public Building Commission of Chicago, MB Real Estate Services Inc., City of Chicago, County of Cook. A GL-2010 Endorsement shall be utilized for the policy(ies) described in Section I.A. above. Please note that the spelling of the names of these parties must be exactly correct or the Work will not be allowed to commence.
 - III. Contractor waives any and all rights of subrogation against the parties identified above in Paragraph II above as additional insureds.
 - IV. All policies will be written by companies licensed to do business where the building is located and which have a rating by Best's Key Rating Guide not less than "A-XII"
 - V. Contractor shall furnish to Tenant, original Certificate(s) of Insurance evidencing the above coverage to be in force on the date of this Contract, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Contract. Original Certificate(s) of Insurance must be provided before Contractor commences Work, or Contractor will not be allowed to commence. The receipt of any certificate does not constitute agreement by Tenant that the insurance requirements in the Contract

have been fully met or that the insurance policies indicated on the certificate are in compliance with all Contract requirements. The failure of Tenant to obtain certificates or other insurance evidence from Contractor is not a waiver by Tenant of any requirements for the Contractor to obtain and maintain the specified coverages. The Contractor must advise all insurers of the Contract provisions regarding insurance. Non-conforming insurance does not relieve the Contractor of the obligation to provide insurance as specified in this Contract. Non- fulfillment of the insurance conditions may constitute a violation of the Contract, and Tenant retain the right to suspend the Contract until proper evidence of insurance is provided, or the Contract may be terminated in the sole discretion of Tenant.

- VI. Certificate(s) of Insurance relating to policies required under this Contract shall specify that the required insurance will not be cancelled without at least thirty (30) days advance written notice thereof to: MB Real Estate, 50 West Washington, Suite 1203 Chicago, IL 60602, Attn: General Manager--Insurance.

In addition, the language set forth in this Paragraph VI shall also be added to each policy in the form of an endorsement.

- VIII. Any insured or self-insured programs maintained by Tenant will not contribute to any insurance provided by the Contractor or any Subcontractors and/or suppliers.

IX. Other Requirements-

- A. All deductibles or self-insured retentions on the Contractor's insurance coverage and settlements of claims or suits must be borne by the Contractor.
- B. The coverage and limits furnished by the Contractor in no way limit the Contractor's liabilities and responsibilities specified within the Contract or by law.
- C. The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Contract or any limitation placed on the indemnity in this Contract as a matter of law.
- D. The Contractor must require all Subcontractors to provide the insurance required in this Contract or the Contractor may provide such coverages.
- E. If the Contractor or Subcontractor desire additional coverage, the party desiring the additional coverages is responsible for the acquisition and cost.

EXHIBIT 5

RICHARD J. DALEY CENTER

CONSTRUCTION REQUIREMENTS INDEMNIFICATION

To the fullest extent permitted by applicable law, Contractor shall defend, indemnify, and hold harmless the Public Building Commission, the City of Chicago, Cook County, and their respective Board members, employees, elected officials, officers or representatives, Transwestern RES and TWPMS and Tenant, and any subsidiary, affiliate corporation, and all their directors, officers, agents, and employees (collectively the "Indemnified Parties") from and against any and all liabilities, obligations, claims, demands, causes of action, losses, expenses, damages, fines, judgments, settlements, and penalties including, without limitation, costs, expenses, and attorneys' fees incident thereto, arising out of, based upon, occasioned by, or in connection with:

1. Contractor's performance of (or failure to perform or cause to be performed) the Work.
2. Mechanic's and materialman's liens and any other liens of any kind whatsoever asserted or filed against the Site, Building, or any part thereof in connection with the Work. Contractor will protect the Indemnified Parties against lien filings to the extent that payment is received for completed service or delivered equipment.
3. The alleged infringement or violation of any property right, including any patent, trademark, or copyright) by the Work, except in connection with items or materials supplied by Tenant for work not included under this Contract.
4. Injury to or death of persons or damage to or destruction of property, including property of the Indemnified Parties, arising or resulting from the Work or from any actual or alleged acts, omissions, or negligence of Contractor, any Subcontractor, or other Person performing any portion of the Work.
5. Injury to or death of any employee of the Contractor or any Subcontractor under any workers compensation statute.
6. A violation of any laws or any negligence, gross negligence, or willful misconduct by Contractor or its affiliates, subcontractors, agents, or employees during performance of the **Work**.
7. A breach of this Contract by Contractor or any of its affiliates, Subcontractors, agents, or employees

The aforesaid obligation of indemnity shall be construed so as to extend to all legal, defense,

and investigation costs, as well as all other reasonable costs, expenses, and liabilities incurred by the party indemnified, from and after the time at which the party indemnified receives notification (whether verbal or written) that a claim or demand is to be made or may be made.

At the option of the Indemnified Parties, the Contractor must defend all suits brought upon all such Losses and must pay all costs and expenses incidental to them, but an Indemnified Party has the right, at its option, to participate, at its own cost, in the defense of any suit, without relieving the Contractor of any of its obligations under this Contract. Any settlement must be made only with the prior written consent of an Indemnified Party, if the settlement requires any action on the part of the Indemnified Party.

To the extent permissible by law, the Contractor waives 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 the Contractor that may be subject to the Workers 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)). Tenant, however, does not waive any limitations it may have on its liability under the Illinois Workers Compensation Act, the Illinois Pension Code, any other statute or judicial decision.

The indemnities in this section survive expiration or termination of this Contract for matters occurring or arising during the term of this Contract or as the result of or during the Contractor's performance of Work beyond the term. The Contractor acknowledges that the requirements set forth in this section to indemnify, keep and save harmless and defend the Indemnified Parties are not limited by the Contractor's duties under this Contract, including the insurance requirements in **Exhibit 3**.



EXHIBIT B

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/31/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		CONTACT NAME: Asma Syed	
Alpha Insurance Solutions, LLC		PHONE (A/C, No, Ext): (877) 392-5742	FAX (A/C, No): (630) 884-8812
100 E 17th St		E-MAIL ADDRESS: info@alphainsol.com	
Lombard IL 60148		INSURER(S) AFFORDING COVERAGE	
		INSURER A: United States Liability Insurance Company	
		INSURER B: Hanover Insurance Company	
		INSURER C: Travelers Insurance	
		INSURER D:	
		INSURER E:	
		INSURER F:	
INSURED			
KAFEIN CHICAGO LLC DBA CAFE DESCARTES COMPANY			
50 W WASHINGTON ST			
Pedway Level/Suite CL-170			
CHICAGO IL 60602			

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		MGL024LD113	07/30/2024	10/30/2024	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ Excluded
								\$
C	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y		TBD	07/30/2024	07/30/2025	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y		MGL024LD113	07/30/2024	10/30/2024	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	TBD	07/30/2024	07/30/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
B	Builder's Risk/Renovation	Y		IHC J793206 00	07/30/2024	07/30/2025	Limit	\$350,000
							Deductible	\$1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Public Building Commission of Chicago. Cook County City of Chicago Transwestern Commercial Services Illinois LLC. added as Additional Insured
30 days cancellation notice to Certificate holder.

CERTIFICATE HOLDER	CANCELLATION
Public Building Commission of Chicago. Cook County. City of Chicago. Transwestern Commercial Services Illinois LLC. APPROVED JLB 200 W. Madison St., Suite 1200 Chicago IL 60606	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Asma Syed</i>
	8/4/2024

EXHIBIT B.

EXHIBIT 6

CONSTRUCTION REQUIREMENTS ACM NOTICE

EXHIBIT 6

RICHARD J. DALEY CENTER

CONSTRUCTION REQUIREMENTS ACM NOTICE

The purpose of this Asbestos-Containing Material (ACM) Notice is to inform all contractors who will perform work as part of the at the Richard J. Daley Center, located at 50 West Washington Street, Chicago, Illinois, that this building contains ACM.

Although inhalation of airborne asbestos fibers can cause adverse health reactions, the mere presence of materials containing asbestos is not dangerous. In good condition and left undisturbed, materials containing asbestos do not present a health hazard.

Prior to entering any area within the Richard J. Daley Center for the purpose of performing any maintenance and/or construction work, all contractor personnel must familiarize themselves with the location of ACM in the area. Prior to the disturbance of any materials, contractor must receive written confirmation that the materials do not contain asbestos.

The Contractor and their personnel 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.

I hereby acknowledge the information and instructions provided to me by PBCC in this ACM Notice regarding the presence of materials that contain asbestos within the Richard J. Daley Center. I agree that neither I, nor any person employed by me, will disturb any materials containing asbestos located in the Richard J. Daley Centre under any circumstances. I understand that I may be responsible for the costs associated with any action required by PBCC as a result of any intentional disturbance of materials containing asbestos by me or any of my employees.

Signature: _____ Date: _____
Print

Name: _____

Work to be
Performed: _____

Business
Name: _____

Address: _____

Address: _____

City and State: _____

EXHIBIT B.

EXHIBIT 7

PROFESSIONAL SERVICES AGREEMENT (DALEY CENTER)

PROFESSIONAL SERVICES AGREEMENT

by and between

and

**TRANSWESTERN COMMERCIAL
SERVICES ILLINOIS, L.L.C.**

Dated as of **Month Date Year**

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This Agreement for Professional Services (this "Agreement") is made and entered into as of **DATE** day of **MONTH YEAR** (the "Effective Date") between **VENDOR NAME** a(n) Illinois corporation with offices at **ADDRESS, SUITE #, CITY, STATE ZIP CODE** ("Consultant") and Transwestern Commercial Services Illinois, L.L.C., with offices located at 50 West Washington, Suite 1203, Chicago, IL 60602 ("Transwestern").

RECITALS

WHEREAS, Transwestern is the property manager of the Richard J. Daley Center, located at 50 West Washington, Chicago, IL 60602. The Public Building Commission of Chicago (the "Owner," also referred to herein as "PBCC") is the owner of the Richard J. Daley Center (including underground tunnels and concourse areas), commonly known as 50 West Washington Street, Chicago, IL 60602 (the "Property"). PBCC has entered into a contract with Transwestern to perform property management services with respect to the Property.

WHEREAS, Transwestern requires certain professional services described in **Exhibit A**, Scope of Professional Services, attached hereto and by this reference incorporated in the Agreement (the "Services"), in connection with its management of the Property and desires to retain Consultant on the terms and conditions set forth in this Agreement to perform Services per approved purchase orders. Consultant desires to be so retained by Transwestern and represents to Transwestern that Consultant has the knowledge, skill, experience and other resources necessary to perform the Services in the manner provided by the Agreement.

WHEREAS, Consultant has consulted with Transwestern, reviewed this Agreement, made site inspections, and taken such other actions as the Consultant deemed necessary or advisable to make itself fully acquainted with the scope and requirements of the Services and presented itself to Transwestern as being fully knowledgeable and capable of rendering the Services. The Consultant represents that it is qualified and competent by education, training and experience to complete the Services in accordance with standards of reasonable professional skill and diligence. The Consultant agrees to perform the Services in a manner consistent with the customary standards of operation for governmental/office/retail properties of similar quality in the Chicago Metropolitan area, and (ii) comply at all times with the provisions of the Agreement and Transwestern's reasonable written requests and policy guidelines with respect to all matters relating to the performance of the Services.

WHEREAS, Transwestern relies upon the Consultant's representations in selecting Consultant to provide the necessary services.

WHEREAS, each party represents and warrants to the other that it has full right and lawful authority to enter into this Agreement.

NOW, THEREFORE, in consideration of the foregoing, the mutual agreements herein contained and other good and valuable consideration to each of the parties hereto paid by the other, the receipt and sufficiency whereof is acknowledged, it is hereby mutually covenanted and agreed as follows:

**Article I.
Incorporation of Recitals**

The recitals and the definitions set forth therein are incorporated into this Agreement.

**Article II.
Incorporation of Exhibits**

The following attached Exhibits are made a part of this agreement:

- Exhibit A: Scope of Professional Services
- Exhibit B: Compensation
- Exhibit C: Insurance
- Exhibit D: Key Personnel

**Article III.
Defined Terms**

3.1 All words with capital initial letters are defined terms and, for purposes of this Contract, shall have the meanings hereinafter specified:

3.1.1 “Agreement.” This Agreement for Professional Services, between Transwestern and Consultant, including all exhibits, schedules and documents attached hereto and incorporated herein by reference, and all amendments, modifications or revisions.

3.1.2 “Compensation.” The total amount payable by Transwestern to Consultant for the performance of the Services under this Agreement as described in **Exhibit B** attached hereto and incorporated into this Agreement.

3.1.3 “Deliverables.” The documents, in any format (electronic or hard copy) requested by Transwestern, including drawings, plans, reports, forms, recommendations, analyses, and interpretations, the Consultant is required, under this Agreement, to provide to Transwestern.

3.1.4 “Indemnified Parties.” The Public Building Commission of Chicago, City of Chicago, Cook County, and their respective Board members, employees, elected officials, officers or representatives, and Transwestern, and any subsidiary, affiliated corporation and all their directors, officers, agents, employees, members, shareholders, partners, joint venturers, affiliates, successors and assigns.

3.1.5 “Legal Requirements.” All laws, ordinances, rules, and regulations of all governmental subdivisions and authorities having jurisdiction over the Property respecting the Services to be performed or which must be complied with by Consultant which are now effective or may become effective prior to completion of the Services and, to the extent applicable, the requirements of all

utility companies which are providing or are to provide utility services to the Property.

3.1.6 “Owner.” The Public Building Commission of Chicago (“PBCC”), a municipal corporation organized and existing under the laws of the State of Illinois.

3.1.7 “Person.” An individual, partnership, or corporation, as the case may be, and any agent or authorized representative thereof.

3.1.8 “Professional Services (“Services”).” All knowledge, skill, experience and other resources including labor, materials, and equipment necessary or used to complete the Scope of Professional Services described in **Exhibit A** attached hereto and incorporated in the Agreement.

3.1.9 “Property.” The Richard J. Daley Center located at 50 West Washington, Chicago, Illinois, including the building, structure, underground tunnels and concourse areas, or other improvements in or for which the Services are to be performed.

3.1.10 “Scope of Professional Services.” A description of the Professional Services to be performed pursuant to the Agreement by Consultant as described in Exhibit A attached hereto and incorporated in the Agreement.

3.1.11 “Subcontractor” or “Subconsultant.” A Person who has a direct contract with Consultant to perform any portion of the Services, as well as all Subcontractors of such Person and more remote Subcontractors, Subcontractor employees, agents and affiliates.

Article IV. Consultant’s Services

4.1 Scope of Services.

(a) Consultant shall furnish all labor, materials, tools, equipment and supervision necessary to perform the Services described in **Exhibit A** of this Agreement. This description of Services is intended to be general in nature and is neither a complete description of the Services nor a limitation on the Services that the Consultant will provide under this Agreement. The Consultant must provide the Services in accordance with the standard of performance set forth in **Section 7.1** herein.

(b) Consultant will use personnel, equipment and materials qualified and/or suitable to perform the Services. All such personnel will be employees of the Consultant or its Subcontractors and not of Transwestern. Each person assigned to perform any part of Consultant’s obligations hereunder shall be qualified and, if required by law, licensed or certified to perform such obligations.

(c) The Services shall be performed for the benefit of Transwestern in its capacity as property manager of the Property. Transwestern shall be responsible for making payments to Consultant pursuant to the terms and conditions set forth herein from funds made available for such purposes by the Owner.

(d) Consultant shall commence performance of the Services promptly after execution and delivery of this Agreement, shall prosecute the Services with due diligence and complete the Services by a date as reasonably specified by Transwestern.

(e) From time to time during the term of this Agreement, Transwestern may request Consultant to perform services or provide materials that are not set forth in **Exhibit A** but are related to the services encompassed within the Services (hereinafter "Additional Services"). Consultant shall perform such Additional Services so long as prior to the performance of such Additional Services, Transwestern shall authorize in writing the scope of such Additional Services and compensation payable to Consultant for the full performance and to the complete satisfaction of Transwestern of said Additional Services. In the event Consultant shall fail to secure such prior written Transwestern authorization relating to such Additional Services, any such work thereafter performed shall be deemed a part of the Services and Consultant shall not be entitled to any additional compensation therefor.

4.2 Deliverables.

(a) In carrying out its Services, the Consultant must prepare or provide to Transwestern various Deliverables as described in **Exhibit A, Scope of Professional Services**.

(b) Transwestern may reject Deliverables that fail to comply with the requirements of this Agreement. If Transwestern determines that the Consultant has failed to comply with the standards set forth in **Section 7.1**, Transwestern will notify the Consultant. If the Consultant does not correct the failure, if it is possible to do so, within 30 days after receipt of notice from Transwestern specifying the failure, then Transwestern, by written notice, may treat the failure as a default of this Agreement under **Section 10.3**.

(c) Partial or incomplete Deliverables may be accepted for review only when required for a specific and well-defined purpose for the benefit of Transwestern and when consented to in advance by Transwestern. Such Deliverables will not be considered as satisfying the requirements of this Agreement and partial or incomplete Deliverables in no way relieve the Consultant of its obligations under this Agreement.

4.3 Key Personnel.

(a) **General.** The Consultant must investigate, evaluate, employ or engage, compensate, supervise and discharge, such employees and personnel as may be required in the discretion of the Consultant for the performance of the Services and the protection of Transwestern's interests in the Property. All such employees will be

employees of the Consultant or of a third party Consultant engaged by the Consultant and not of Transwestern.

(b) **Adequate Staffing.** The Consultant must, upon receiving a fully executed copy of this Agreement, assign and maintain during the term of this Agreement and any extension of it an adequate staff of competent and trustworthy personnel that is fully equipped, licensed as appropriate, available as needed, qualified and assigned to perform the Services. The Consultant must include among its staff the Key Personnel and positions as identified in **Exhibit D** below. The level of staffing may be revised from time to time by notice in writing from the Consultant to Transwestern and with written consent of Transwestern, which consent Transwestern will not unreasonably withhold.

(c) **Key Personnel.** The Consultant shall employ the Key Personnel, in the positions indicated and must not reassign or replace Key Personnel without the written consent of Transwestern, which consent Transwestern will not unreasonably withhold. “Key Personnel” means those job titles and the persons assigned to those positions as set forth on **Exhibit D**. Transwestern may at any time in writing notify the Consultant that Transwestern will no longer accept performance of Services under this Agreement by one or more Key Personnel listed. Upon that notice Consultant must immediately suspend the services of the key person or persons and must replace such person or persons in accordance with the terms of this Agreement.

Article V. Compensation

5.1 General. Transwestern shall compensate Consultant for Services rendered according to the Schedule of Compensation as provided in **Exhibit B, Compensation**, for the satisfactory performance of the Services. Consultant shall not bill Transwestern any mark-up on expenses, including the cost of any materials in addition to the compensation paid pursuant to **Exhibit B, Compensation**.

5.2 Billing. Consultant shall bill for the Services provided by its personnel at the rates indicated in **Exhibit B. Exhibit B** indicates the maximum hours and rates to be paid for Services to be provided for each person or category.

5.3 Invoices and Payment. Once a month Consultant shall invoice Transwestern for its fees, expenses and costs incurred during that month. Each invoice shall include (i) a detailed statement of all Services performed during the month, (ii) a comparison of Services scheduled to be performed with those actually performed, (iii) a list of all Subconsultants with the itemized cost of their services detailed (if applicable) and (iv) Consultant’s certification that the Services for which payment is sought have been completed in accordance with this Agreement. Upon approval by Transwestern, the final Application for Payment must be submitted within five (5) business days following completion of the Services

5.4 Prompt Payment. Transwestern shall pay each invoice within thirty (30) days of receipt from funds made available by the Owner for such purpose. However, if Transwestern objects to all or any portion of any invoice, Transwestern shall so notify Consultant within fifteen (15) days from receipt, give reasons for the objection, and pay that portion of the invoice not in dispute within thirty (30) days of receipt of the invoice. Unless otherwise directed in writing, all invoices shall be submitted for payment to the following address:

Transwestern Commercial Services Illinois, L.L.C.
50 West Washington, Suite 1203
Chicago, Illinois 60602
Attention: General Manager

Consultant agrees to comply with all applicable provisions of the Illinois Local Government Prompt Payment Act, 50 ILCS 505/3 *et. seq.* Where applicable, the Illinois Prompt Payment Act requires prompt payment to Subcontractors and suppliers by the Consultant for work that has been satisfactorily completed.

If a Subcontractor has satisfactorily performed and provided Consultant with all of the documents and information in accordance with the requirements of the Contract, Consultant must pay Subcontractor for such work, services, or materials within fifteen (15) calendar days after Consultant receives payment from Transwestern.

If the Consultant, without reasonable cause, fails to make any payment to its Subconsultant within fifteen (15) days after receipt of payment under the Contract, the Consultant shall pay to Subconsultant, in addition to the payment due them, interest in the amount of 10% of any amount approved and unpaid per month, calculated from the expiration of the fifteen (15) day period until fully paid. This Section shall also apply to any payments made by Subconsultant to lower tier Subconsultants. Failure to comply with the foregoing will be deemed an event of default.

Consultant must include the requirements of this Section in all subcontracts and agreements relating to the Services to be performed. If Consultant fails to incorporate the provisions of this Section in all agreements, such provisions are deemed to be incorporated. Consultant and its Subconsultants have a continuing obligation to make prompt payment to their lower tier Subconsultants. Compliance with this obligation is a condition of participation by Consultant and its Subcontractors pursuant to this Agreement.

5.5 Final Payment. Final payment shall not be due until all Services required by this Agreement, as applicable, have been satisfactorily completed by the Consultant and its Subconsultants.

Notwithstanding anything in this Agreement to the contrary, it is expressly understood and agreed by the Parties hereto that Transwestern's obligation to pay

Consultant for Services performed hereunder is subject to the receipt of funds for such purposes from the Owner of the Building.

5.6 No Payment for Deficiencies. Notwithstanding anything to the contrary herein contained, no compensation shall be paid to or claimed by Consultant for Services required to correct deficiencies attributable to errors or omissions of the Consultant.

5.7 Withholding Payments.

(a) Notwithstanding anything to the contrary herein contained, Transwestern shall have the right to withhold from payment due Consultant such sums as are reasonably necessary to protect Transwestern and the Owner against any loss or damage which may result from negligence of or unsatisfactory work by Consultant or its Subconsultants, affiliates, agents or employees, failure by the Consultant or its Subconsultants to perform Consultants' obligations hereunder, or claims filed against Transwestern relating to Consultant's Services hereunder. Any sums withheld from Consultant as provided in this section and subsequently determined to be due and owing to Consultant, shall be paid as quickly as possible to Consultant.

(b) Transwestern may withhold payment to Consultant, in whole or in part, to the extent reasonably necessary to protect Transwestern from loss for which the Consultant is responsible because of:

- (1) defective Services not remedied;
- (2) third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to Transwestern is provided by the Consultant;
- (3) failure of the Consultant to make payments properly for compensation, benefits, contributions, union dues and any union pension, welfare or other fringe benefit fund payments, and federal and state taxes, if any, to its employees, Subcontractors and agents or payments for labor, materials or equipment;
- (4) reasonable evidence that the Services cannot be completed for the unpaid balance of the sum indicated on **Exhibit B**;
- (5) damage to Transwestern or another Consultant;
- (6) reasonable evidence that the Services will not be completed by a date as reasonable specified by Transwestern pursuant to the terms of the Agreement, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- (7) failure to carry out the Services in accordance with this Agreement.

5.8 Salaries and Wages. The Consultant must pay all salaries and wages due all employees performing Services under this Agreement unconditionally and at least once a month without deduction or rebate on any account, except only for those payroll deductions that are mandatory or permitted under applicable laws and

regulations. Consultant agrees to pay applicable federal, state or local employment taxes, and any similar payroll taxes relating to the employees of Consultant or any Subconsultant. If in the performance of this Agreement, the Consultant underpays any such salaries, wages, or payments, Transwestern may withhold, out of payments due to the Consultant, an amount sufficient to pay to employees underpaid the difference between the salaries, wages or other payments required to be paid under this Agreement and the salaries or wages actually paid these employees or Subconsultants for the total number of hours worked. The amounts withheld may be disbursed by Transwestern for and on account of the Consultant to the respective employees or Subconsultants to whom they are due, as determined by Transwestern in its sole discretion. The parties acknowledge that this **Section 5.8** is solely for the benefit of Transwestern and that it does not grant any third party beneficiary rights. The Consultant will be notified prior to payment of wages to provide evidence of proper payment of wages.

5.9 Minimum Wage Requirements. The Consultant and any of its Subconsultants must comply with the provisions of City of Chicago Mayoral Executive Order No. 2014-1 (the “Executive Order”) and any applicable regulations. Pursuant to PBCC Resolution 8122, applicable provisions of the Executive Order were adopted by the Board of Commissioners of the PBCC for all contracts entered into by the PBCC including the property management agreement between the PBCC and Transwestern. Notice of Executive Order 2014-1 can be found on the City of Chicago Department of Procurement Services’ website (www.cityofchicago.org/procurement) and a copy of Resolution No. 8122 can be found on the PBCC website (www.pbcchicago.com).

As of July 1, 2015, the Minimum Wage that must be paid pursuant to the Executive Order is [\$10.00] per hour. Each July 1st, this wage shall increase in proportion to the increase, if any, in the Consumer Price Index for All Urban Consumers most recently published by the Bureau of Labor Statistics of the United States Department of Labor. The Minimum Wage must be paid to:

- (a) All employees regularly performing work on the Property; and
- (b) All employees whose regular work entails performing a service for Transwestern under its property management agreement with the PBCC.

The Consultant must include provisions in all agreements requiring its Subconsultants to pay the Minimum Wage to all employees regularly performing work on the Property as appropriate. If the payment of prevailing wages is required for work or services performed under this Agreement, and the prevailing wages for employees to whom the prevailing wage law applies are higher than the Minimum Wage, then the Consultant must pay the prevailing wage rates. The Consultant agrees to provide Transwestern with documentation acceptable to Transwestern demonstrating that all employees who are regularly performing Services pursuant to this Agreement, whether employed by the Consultant or by a Subconsultant, have been paid the Minimum Wage, upon Transwestern’s request for such documentation. Transwestern may independently audit the Consultant and/or Subconsultants to verify compliance herewith. Failure to comply with the requirements of this Section will be an event of

default under this Agreement and may result in ineligibility for any award of a Transwestern contract or subcontract for up to three (3) years.

Not-for-profit Corporations: If the Consultant is a corporation having federal tax-exempt status under Section 501(c)(3) of the Internal Revenue Code and is recognized under Illinois not-for-profit law, then the provisions above do not apply.

Consultant must include the requirements of this Section in all agreements relating to the Services to be performed pursuant to this Agreement. If Contractor fails to incorporate the provisions of this Section, such provisions are deemed to be incorporated. Contractor and its Subcontractors have a continuing obligation to make prompt payment to their respective Subconsultants. Compliance with this obligation is a condition of participation by Consultant and its Subconsultants in this Agreement.

5.10 Non-Appropriation.

(a) If no funds or insufficient funds are appropriated and budgeted in any fiscal period of Transwestern for payments to be made under this Agreement, then Transwestern will notify the Consultant in writing of that occurrence, and this Agreement will terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Agreement are exhausted.

(b) Payments for Services completed to the date of notification will be made to the Consultant except that no payments will be made or due to the Consultant under this Agreement beyond those amounts appropriated and budgeted by Transwestern to fund payments under this Agreement.

(c) Transwestern's liability hereunder is limited to the funds allocated to Transwestern by the PBCC for the management and operation of the Property.

Article VI. Compliance with Legal Requirements

6.1 Applicable Laws.

(a) Consultant and its Subconsultants and their respective employees, agents, affiliates and representatives shall at all times observe and comply with all applicable federal, state and local laws, regulations, rules, ordinances, orders and decrees or lawful orders of any governmental body, or public or quasi-public authority. If any discrepancy or inconsistency should be discovered between the specifications established for the Services and any law, regulation, ordinance, order or decree, the Consultant shall immediately report such discrepancy or inconsistency to Transwestern and shall conform its work to any orders or instructions issued by Transwestern. Notwithstanding anything contained in this Agreement to the contrary, in the event Consultant performs any Services which it knows to be contrary to applicable laws, statutes, ordinances, building codes, rules, regulations or lawful orders

of any governmental body, or public or quasi-public authority, the Consultant shall be fully responsible therefor and shall pay all costs reasonably attributable thereto.

6.2 Legal Requirements. The Consultant shall comply, and shall require its Subconsultants to comply, with all applicable federal, state, and local laws, ordinances, rules, regulations and orders of any public authority, in effect now or later and whether or not they appear in this Agreement relating to the terms and conditions of employment of any employee who is employed in connection with the Services, including without limitation those relating to the protection of the health and safety of employees. The Consultant must pay all taxes and obtain all licenses, certificates and other authorizations required by any public authority and must require its Subconsultants to do so also.

Notwithstanding anything in this Agreement to the contrary, references to a statute or law are considered to be a reference to:

- (i) the statute or law as it may be amended from time to time; and
- (ii) all regulations and rules pertaining to or promulgated pursuant to the statute or law; and
- (iii) all future statutes, laws, regulations, rules and executive orders pertaining to the same or similar subject matter.

Consultant represents that it, and to the best of its knowledge, its Subconsultants are not in violation of the provisions of Section 2-92-320 of Chapter 2-92 of the Municipal Code of Chicago, the Illinois Criminal Code, 720 ILCS 5/33E as amended, or the Illinois Municipal Code, 65 ILCS 5/11-42.1-1.

6.3 Non-Discrimination. The Consultant shall comply, and shall use reasonable efforts to require its Subconsultants to comply, with all applicable federal, state and local anti-discrimination and equal employment and business opportunity laws and regulations. The Consultant shall not, and shall require its Subconsultants to not, subject to local applicable collective bargaining agreements, discriminate against any employee or applicant for employment because of race, creed, color, age, sexual orientation, sex or national origin, and all of them shall take affirmative action to afford equal employment opportunities without discrimination because of race, creed, color, sex, age or national origin.

The Consultant certifies that it is familiar with, and will comply with, all applicable provisions of the Civil Rights Act of 1964, 28 U.S.C. § 1447, 52 U.S.C.A. §§ 1971, 1975a-1975d, 2000a to 2000h-6 (1992); the Age Discrimination in Employment Act of 1967, 29 U.S.C. §§ 623-634 (1992); the Americans with Disabilities Act of 1990, 29 U.S.C. § 706, 42 U.S.C. §§ 12101-12213, 47 U.S.C. §§ 152, 221, 225, 611 (1992); 41 C.F.R. § 60 (1992); reprinted in 42 U.S.C. 2000(e) note, as amended by Executive Order No. 11,375 32 Fed. Reg. 14,303 (1967) and by Executive Order No. 12,086, 43 Fed. Reg. 46,501 (1978); the Age Discrimination Act, 42 U.S.C. Sec. 6101-6106 (1981); P.L. 101-336; 41 C.F.R. §§ 60 et seq. (1990); the Illinois Human Rights Act, 775 ILCS

5/1-101 et seq. (1990), as amended; the Discrimination in Public Contracts Act, 775 ILCS 10/0.01 et seq. (1990), as amended; the Environmental Barriers Act., 410 ILCS 25/1 et seq; and the Chicago Human Rights Ordinance, Chapter 2-160, §§ 2-160-010 et seq. of the Municipal Code (1990), as amended.

The Consultant will furnish such reports and information as may be requested by Transwestern, the Illinois Department of Human Relations, or any other administrative or governmental entity overseeing the enforcement or administration of, or compliance with, the above mentioned laws and regulations.

In the performance of this Agreement, vendor must use reasonable effort to utilize a certified Minority Business Enterprise and/or certified Women's Business Enterprises for not less than an aggregate of 30% of the value of the services. The goal may be met by participation of a MBE firm, WBE firm or a combination of both. A certified Minority Business Enterprise means a person or entity granted certification by the City of Chicago or County of Cook. A certified Women's Business Enterprise means a person or entity granted certification by the City of Chicago or County of Cook. In accordance with the Resolution passed by the Board of Commissioners of the Public Building Commission of Chicago on June 12, 2012, as amended from time to time.

The Consultant must incorporate all of this **Section 6.3** by reference in all agreements or contracts entered into with any Subcontractors of any tier.

6.4 Notice of Violation(s). Consultant will notify Transwestern in writing if (a) Consultant or any of its Subconsultants is served with a Notice of Violation of any law, regulation, permit or license which relates to the performance of the Services hereunder or the Property; (b) proceedings are commenced which could lead to revocation of permits, licenses or other governmental authorizations which relate to the performance of such Services; (c) permits, licenses or other governmental authorizations relating to the performance of such Services are revoked; (d) litigation is commenced against the Consultant or its Subconsultants which could affect the performance of the Services; or (e) Consultant or its Subconsultants becomes aware that its equipment or facilities related to the performance of such Services are not in compliance with applicable laws, regulations, permits or licenses.

6.5 Anti-Kickback. The Consultant will also comply with all applicable "Anti-Kickback" laws and regulations, including the "Anti-Kickback" Act of 1986, 41 U.S.C. §§ 51-58 (1992); 18 U.S.C. § 874 (1992); 40 U.S.C. § 276c (1986) and the Illinois Criminal Code of 1961 720 ILCS 5/33E-1 et. seq.

6.6 Ethics. The Consultant warrants:

(a) That it has read and agrees to comply with all provisions of the Code of Ethics Resolution passed by the PBCC Board of Commissioners on October 3, 2011, which is available on the PBCC's website at http://www.pbcchicago.com/pdf/RES_PBC_ECR_CodeofEthicsAmendOct32011_2011_0920.pdf, and is incorporated into this Agreement by reference.

(b) No officer, agent or employee of PBCC or Transwestern is employed by the Consultant or has a financial or economic interest directly or indirectly in this Agreement or the compensation to be paid under this Agreement pursuant to the Code of Ethics Resolution passed by the PBCC.

(c) No payment, gratuity, or offer of employment will be made in connection with this Agreement by or on behalf of any Subconsultant to the Consultant or higher Subconsultants or anyone associated with them, as an inducement for the award of a subcontract or agreement.

(d) Any contract negotiated, entered into, or performed in violation of any of the provisions of this Section will be voidable by the Transwestern.

6.7 Inspector General. Consultant and its Subconsultants, including all officers, directors, agents, partners and employees of such entities 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.

6.8 Concealed Carry. Pursuant to Sections 65(a)(4) and (5) of the Firearm Concealed Carry Act (FCCA) (430 ILCS 66/65), Consultant, Consultant's employees, agents, and affiliates, Subconsultants and Subconsultants' employees and agents and affiliates (hereinafter, collectively the "Consultant") shall not carry a firearm on or into the Property or park any personally owned or Consultant owned vehicle that contains a firearm on the Property. Transwestern considers this provision to be a material term of the Agreement. Consultant is responsible for educating its employees, agents, affiliates and Subconsultants, Subconsultants' employees, affiliates and agents on the requirements of this provision. Any violation of this policy shall be grounds for immediate termination of the Agreement. Consultant 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 Transwestern's termination of this Agreement for default due to violation of this provision.

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

The Consultant must incorporate all of **Article VI** by reference in all agreements entered into with any Subconsultant of any tier, that furnish any Services provided under this Agreement.

Article VII. Standard of Performance

7.1 Standard of Care.

(a) Consultant will perform the Services with that degree of skill, care and diligence normally shown by a professional firm or individual performing services of a scope and purpose and magnitude comparable with the nature of the Services to be provided in this Agreement. Consultant will exercise the highest degree of care when performing hazardous or dangerous activities. Consultant will at all times perform the Services in a manner to avoid the risk of injury to persons and damage to property. The Consultant acknowledges that it is entrusted with or, has access to valuable and confidential information and records of Transwestern and the owner and with respect to that information, the Consultant agrees to be held to the standard of care of a fiduciary.

(b) The Consultant must assure Transwestern that all Services that require 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. The Consultant must provide copies of any such licenses to Transwestern. The Consultant remains responsible for the professional and technical accuracy of all Services or Deliverables furnished, whether by the Consultant or its Subconsultants or others on Consultant's behalf. All Deliverables must be prepared in a form and content satisfactory to Transwestern and delivered in a timely manner consistent with the requirements of this Agreement. The Consultant is responsible for meeting the obligations and standards regarding the quality of all Services performed under this Agreement.

(c) Any Consultant, Subconsultant, worker or other Person involved in the performance of Services pursuant to this Agreement who, in the opinion of Transwestern, lacks the experience or expertise necessary to perform the Services, is incompetent, careless or violates safety or security rules, obstructs the progress of the Services, acts contrary to instructions, acts improperly, is not responsible, is unfit, violates any laws applicable to this Agreement or fails to follow the requirements of this Agreement in the performance of the Services or is otherwise unsatisfactory shall be immediately removed upon request of Transwestern. Smoking is prohibited in the Building.

(d) If the Consultant fails to comply with the foregoing standards, the Consultant must perform again, at its own expense, all Services required to be re-performed as a direct or indirect result of that failure. Any review, approval, acceptance or payment for any of the Services by Transwestern does not relieve the Consultant of its responsibility for the professional skill and care and technical accuracy of its Services and Deliverables. This provision in no way limits Transwestern's rights against the Consultant either under this Agreement, at law or in equity.

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

(f) In 2005, a Life Safety Evaluation was performed on the Property pursuant to the Chicago Building Code and Section 13-196-206 of the Municipal Code of the City of Chicago. The Consultant will continue to implement these requirements, programs and policies determined by Transwestern based on the results of that evaluation.

(g) Whenever the Services require addition or alteration of existing buildings and structures or portion thereof, the Consultant must comply with the provisions of the Energy Conservation Ordinance, Chapter 18-13 of the Municipal Code of Chicago. Chicago Municipal Code, Section 18-13-101.43 (amended April 22, 2009). The Consultant must select and/or recommend for installation by contractor energy-efficient mechanical, water-heating, electrical distribution and illumination systems and equipment for the effective use of energy.

7.2 Representations and Warranties. Consultant hereby represents and warrants to Transwestern, with the intention that Transwestern rely thereon in entering into this Agreement, that:

(a) It is experienced and has the expertise and competence necessary to perform each and every Service. Consultant acknowledges that its representatives, affiliates and any of its Subconsultants, Subconsultant representatives and affiliates are familiar with all site conditions that may affect the Services;

(b) It is appropriately licensed under Illinois law to perform the Services required under this Agreement and will perform no Services for which a professional license is required by law and for which the Consultant is not appropriately licensed;

(c) It is an eligible consultant and has the capability, experience, registrations, licenses, permits, and governmental approvals required to perform the Services. Consultant shall submit copies of any required registrations, licenses, permits or governmental approvals required to perform the Services to Transwestern prior to the commencement of the Services;

(d) It is financially solvent; it and each of its employees, agents and Subconsultants of any tier are competent to perform the Services required under this Agreement; and it is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated in this Agreement;

(e) Any of the Services performed under the terms of this Agreement will be performed by union labor when appropriate;

(f) No payment, gratuity or offer of employment was made in connection with this Agreement by or on behalf of the Consultant or any of its Subconsultants to Transwestern or anyone associated with it, as inducement for the award of this Agreement or any subcontract;

(g) It will not knowingly use the services of any ineligible consultant or Subconsultant for any purpose in the performance of Services under this Agreement;

(h) The Consultant warrants that it, and to the best of its knowledge and after diligent inquiry, its Subconsultants if any, presently have no direct or indirect interest and will not acquire any interest, direct or indirect, in any project or contract that would conflict in any manner or degree with the performance of its Services under this Agreement;

(i) It is not in default at the time this Agreement is signed, and has not been deemed to have, within five (5) years immediately preceding the date of this Agreement been found to be in default on any contract;

(j) It has carefully examined and analyzed the provisions and requirements of this Agreement; it understands the nature of the Services required; from its own analysis it has satisfied itself as to the nature of all things needed for the performance of this Agreement; and it can and will perform, or cause to be performed, the Services in strict accordance with the provisions and requirements of this Agreement; and

(k) Neither the Consultant nor any “affiliate” of the Consultant or any of its Subcontractors is 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.

The term “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.

(l) Consultant acknowledges that any certification, affidavit or acknowledgment made under oath in connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination under **Article IX** of this Agreement.

Article VIII. Confidentiality

The Consultant acknowledges that it is entrusted with or has access to valuable and confidential information and records of Transwestern and with respect to that information the Contractor agrees to be held to the standard of care of a fiduciary. Unless agreed otherwise by Transwestern in writing, all drawings, specifications, and technical documents, analyses, compilations, studies or other documents or materials of any other nature, and copies thereof, prepared pursuant to this Agreement (the

“Property Data”) are the property of Transwestern and are confidential. The Consultant will, unless specifically authorized by Transwestern in writing or required by law, make Property Data available only to Transwestern and, on a need-to-know basis, the Consultant’s employees, Subconsultants, accountants, attorneys and tax advisors. The Consultant acknowledges that Property Data may contain information vital to the security of the Building. If the Consultant fails to safeguard the confidentiality of such data, the Consultant is liable for the reasonable costs of actions determined by Transwestern, in its sole discretion, to be necessary as a result, including the design and construction of improvements, procurement and installation of security devices, and posting of guards.

Except as authorized in writing by Transwestern, the Consultant must not issue any publicity, news releases or grant press interviews and, except as may be required by law during or after the performance of this Agreement, disseminate any information regarding the Services or the Property.

If the Consultant is presented with a subpoena or a request by an administrative agency regarding Property Data, the Consultant must immediately give notice to Transwestern with the understanding that Transwestern will have the opportunity to contest such process by any means available to it before any Property Data are submitted to the court, administrative agency, or other third party. The Consultant, however, is not obligated to withhold the delivery beyond the time ordered by the court or administrative agency, unless the subpoena or request is quashed or the time to produce is otherwise extended.

The Consultant, its agents and representatives must implement such measures as may be necessary to ensure that its staff, affiliates and its Subconsultants are bound by this **Article VIII** and any other confidentiality provisions in this Agreement.

Article IX. Ownership of Documents

All Deliverables, data, findings, plans or information in any form prepared, assembled or encountered by or provided to the Consultant under this Agreement are the property of Transwestern. Notwithstanding any other provision of this Agreement, Consultant’s generalized ideas, concepts, know-how, tools, models, methodologies, techniques and the like utilized or developed prior to the effective date of the Agreement are not deemed the property of Transwestern or part of the Deliverables and belong to Consultant. During performance of its Services, the Consultant is responsible for any loss or damage to the Deliverables, data, findings or information while in the Consultant’s or any Subconsultant’s possession. Any such lost or damaged Deliverables, data, findings or information must be restored at the expense of the Consultant. If not restorable, the Consultant must bear the cost of replacement and of any loss suffered by Transwestern on account of the destruction.

9.1 Copyright Ownership.

(a) Transwestern intends that, to the extent permitted by law, the Deliverables to be produced by the Consultant at Transwestern's instance and expense under this Agreement are conclusively deemed "works made for hire" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. 101 *et seq.*, and that Transwestern will be the sole copyright owner of the Deliverables and of all aspects, elements and components of them in which copyright can subsist, and of all rights to apply for copyright registration or prosecute any claim of infringement.

(b) To the extent that any Deliverable does not qualify as a "work made for hire," the Consultant hereby irrevocably grants, conveys, bargains, sells, assigns, transfers and delivers to Transwestern, its successors and assigns, all right, title and interest in and to the copyrights and all U.S. and foreign copyright registrations, copyright applications and copyright renewals for them, and other intangible, intellectual property embodied in or pertaining to the Deliverables prepared for Transwestern under this Agreement, and all goodwill relating to them, free and clear of any liens, claims or other encumbrances, to the fullest extent permitted by law. The Consultant must, and must cause all of its Subcontractors, employees, agents and other persons within its control to execute all documents and perform all acts that Transwestern may reasonably request in order to assist Transwestern in perfecting its rights in and to the copyrights relating to the Deliverables, at the sole expense of the Consultant. The Consultant warrants to Transwestern, its successors and assigns, that on the date of transfer the Consultant is the lawful owner of good and marketable title in and to the copyrights for the Deliverables and has the legal rights to fully assign them. The Consultant further warrants that it has not assigned and will not assign any copyrights and that it has not granted and will not grant any licenses, exclusive or nonexclusive, to any other party, and that it is not a party to any other agreements or subject to any other restrictions with respect to the Deliverables. The Consultant warrants that the Deliverables are complete, entire and comprehensive, and that the Deliverables constitute a work of original authorship.

9.2 Records and Audits.

(a) Records.

- i. The Consultant must deliver or cause to be delivered all documents, including all Deliverables prepared for Transwestern under the terms of this Agreement, promptly in accordance with the time limits prescribed in this Agreement, and if no time limit is specified, then upon reasonable demand for them or upon termination or completion of the Services under this Agreement. In the event of the failure by the Consultant to make such delivery upon demand, then and in that event, the Consultant must pay to Transwestern any damages Transwestern may sustain by reason of the Consultant's failure.

- ii. The Consultant must maintain any such record, including Deliverables not delivered to Transwestern or demanded by Transwestern, for a period of five (5) years after the final payment made in connection with this Agreement. The Consultant must not dispose of such documents following the expiration of this period without notification to and prior written approval from Transwestern in accordance with **Article IX**.
- (b) Audits.
- i. The Consultant and each of the Consultant's Subconsultants must furnish Transwestern with all information that may be requested pertaining to the performance and cost of the Services. The Consultant must maintain records showing actual time devoted and costs incurred. The Consultant must keep books, documents, records and accounts in connection with the Services open to audit, inspection, copying, abstracting and transcription and must make these records available to Transwestern at reasonable times during the performance of the Services.
 - ii. To the extent that the Consultant conducts any business operations separate and apart from the Services required under this Agreement using, for example, personnel, equipment, supplies or facilities also used in connection with this Agreement, then the Consultant must maintain and make similarly available to Transwestern detailed records supporting the Consultant's allocation to this Agreement of the costs and expenses attributable to any such shared usages.
 - iii. The Consultant must maintain its books, records, documents and other evidence and adopt accounting procedures and practices sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred for or in connection with the performance of this Agreement. This system of accounting must be in accordance with generally accepted accounting principles and practices, consistently applied throughout.
 - iv. No provision in this Agreement granting Transwestern a right of access to records and documents is intended to impair, limit or affect any right of access to such records and documents which Transwestern would have had in the absence at such provisions.
 - v. Transwestern may in its sole discretion audit the records of the Consultant or its Subconsultants, or both, at any time during

the term of this Agreement or within five (5) years after the Agreement ends, in connection with the Services provided under this Agreement. Each calendar year or partial calendar year is considered an “audited period”. If, as a result of such an audit, it is determined that the Consultant or any of its Subconsultants has overcharged Transwestern in the audited period, Transwestern will notify the Consultant. The Consultant must then promptly reimburse Transwestern for any amounts Transwestern has paid the Consultant or its Subconsultants due to the overcharges and also some or all of the cost of the audit, as follows:

- a. If the audit has revealed overcharges to Transwestern representing less than 5% of the total value, based on the Agreement prices, of Services provided in the audited period, then the Consultant must reimburse Transwestern for 50% of the reasonable out-of-pocket cost of the audit;
 - b. If, however, the audit has revealed overcharges to Transwestern representing 5% or more of the total value, based on the Agreement prices, of the Services provided in the audited period, then the Consultant must reimburse Transwestern for the full reasonable out-of-pocket cost of the audit.
- vi. Failure of the Consultant to reimburse Transwestern in accordance with **Section (a) or (b)** above is an event of default under the sections contained in **Article X** of this Agreement, and the Consultant will be liable for all of Transwestern’s costs of collection, including any court costs and attorneys’ fees.

Article X.

Term and Termination of Agreement

10.1 Term; Early Termination or Suspension. This Agreement shall remain in full force and effect from **MONTH/DATE/YEAR** (“Effective Date”) and continues through **MONTH/DATE/YEAR** (or # years after the Effective Date). Unless this Agreement is terminated pursuant to provisions of this Agreement it renews automatically at expiration on a monthly basis. Termination of this Agreement shall discharge only those obligations that are executory by either party on and after the effective date of termination. Any right or duty of a party based on either performance or a breach of this Agreement, prior to the effective date of termination, shall survive.

Transwestern reserves the right to terminate or suspend this Agreement, or all or any portion of the Services to be performed under it, at any time by written notice to Consultant, even though Consultant is not in default. Transwestern will give notice to the Consultant in accordance with the provisions of **Section 13.10(d)**. The effective

date of early termination or suspension will be the date the notice is received by the Consultant or the date stated on the notice, whichever is later. Occupancy by the Consultant, its agent or any of any space within the Property, whether by lease or practice, is co-terminus with the Agreement.

Early termination or suspension of this Agreement does not relieve the Consultant from liability for the performance of any obligations of the Consultant under the Agreement performed or to have been performed by the Consultant on or before the effective date of early termination or suspension. Transwestern will not be liable to the Consultant for any loss, cost or damage which the Consultant or any other party may sustain by reason of the early termination of the Agreement. After Transwestern has terminated this Agreement, Transwestern shall compensate Consultant for all actual expenses and charges outstanding at the time of termination; provided, however, that no amounts shall be due unless the Consultant's work is accepted by Transwestern. The payment so made to the Consultant is in full settlement for all Services satisfactorily under this Agreement.

Consultant must include in its contracts with Subconsultants an early termination provision in form and substance equivalent to this early termination provision to prevent claims against Transwestern arising from termination of subcontracts after the early termination. Consultant will not be entitled to make any early termination claims against Transwestern resulting from any Subconsultant's claims against the Consultant or Transwestern to the extent inconsistent with this provision.

Early termination or suspension of this Agreement does not relieve the Consultant from liability for the performance of any obligations of the Consultant under the Agreement performed or to have been performed by the Consultant on or before the effective date of early termination or suspension.

In no event will Transwestern be liable to the Consultant for any loss, cost or damage which the Consultant or any other party may sustain by reason of Transwestern terminating or suspending the Agreement as provided by the Agreement.

Provided that the Consultant is not in default under this Agreement at the time of early termination or suspension, Transwestern will pay to the Consultant, in accordance with the Terms of this Agreement, all compensation and reimbursements due to the Consultant for periods up to the effective date of early termination or suspension.

Transwestern and the Consultant must agree on the amount of compensation to be paid to the Consultant, but if not agreed upon, the dispute must be settled in accordance with **Section 13.13** of this Agreement. The payment so made to the Consultant is in full settlement for all Services satisfactorily performed under this Agreement.

If Transwestern's election to terminate this Agreement for default under **Section 10.3** is determined in a court of competent jurisdiction to have been wrongful, then in that case the termination is to be considered to be an early termination under this **Section 10.1**.

10.2 Right to Offset.

(a) In connection with performance under this Agreement, Transwestern may offset any excess costs incurred if Transwestern:

- i. terminates this Agreement for default or any other reason resulting from the Consultant's or Subconsultant's performance or non-performance;
- ii. exercises any of its remedies under the sections contained in **Article X** of this Agreement; or
- iii. has any credits due or has made any overpayments to Consultant under this Agreement.

(b) Transwestern may offset such excess costs by use of any payment due for Services completed before Transwestern terminated this Agreement or before Transwestern exercised any remedies. If the amount offset is insufficient to cover such excess costs, the Consultant is liable for and must promptly remit to Transwestern the balance upon written demand. This right to offset is in addition to and not a limitation of any other remedies available to Transwestern under this Agreement.

(c) No such debt(s) will be offset from the price or compensation due under this Agreement if the Consultant:

- i. is contesting liability for the amount of the debt in a pending administrative or judicial proceeding; or
- ii. has filed a petition in bankruptcy and the debts owed Transwestern are dischargeable in bankruptcy.

(d) In connection with any liquidated or un-liquidated claims against the Consultant, without breaching this Agreement, Transwestern may set off a portion of the price or compensation due under this Agreement in an amount equal to the amount of any liquidated or un-liquidated claims that Transwestern has against the Consultant unrelated to this Agreement.

(e) When Transwestern's claims against the Consultant are finally adjudicated in a court of competent jurisdiction or otherwise resolved, Transwestern will reimburse the Consultant to the extent of the amount Transwestern has offset against this Agreement inconsistently with such determination or resolution.

10.3 Default. Transwestern shall have the right to terminate its obligations pursuant to this Agreement if one of the following conditions exists:

(a) Consultant's failure or refusal to duly observe or perform any obligation or agreement on the part of Consultant contained in this Agreement, which failure or refusal continues for a period of ten (10) days (or longer if Transwestern determines such failure is not capable of being cured within such ten (10) day period) after the date on which written notice of it has been given to the Consultant by Transwestern;

(b) A materially false representation or warranty by the Consultant in this Agreement or throughout the performance of the Services;

(c) The Consultant becomes insolvent or ceases doing business as a going concern, or makes an assignment for the benefit of creditors, or generally fails to pay, or admits in writing its inability to pay, its debts as they become due, or files a voluntary petition in bankruptcy, or is adjudicated a bankrupt or insolvent, or files a petition seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar arrangement under any present or future statute, law or regulation relating to bankruptcy or insolvency, or files an answer admitting the material allegations of a petition filed against it in any such proceeding, or applies for, consents to or acquiesces in the appointment of a trustee, receiver, liquidator or other custodian of it or of all or any substantial part of its assets or properties, or if it or its principals will take any action in furtherance of any of the foregoing;

(d) Any proceeding is commenced against the Consultant seeking reorganization, arrangement, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation relating to bankruptcy which is not vacated, stayed, discharged, bonded or dismissed within sixty (60) days following commencement of the proceeding, or appointment of, without the Consultant's consent or acquiescence, any trustee, receiver, liquidator or other custodian of all or any substantial part of the Consultant's assets and properties, and such appointment will not have been vacated, stayed, discharged, bonded or otherwise dismissed within 60 days of the appointment.

(e) The Consultant's material failure to perform any of its obligations under this Agreement including:

- i. Failure due to a reason or circumstance within the Consultant's reasonable control to perform the Services with sufficient personnel, equipment or with sufficient material to ensure the performance of the Services;
- ii. Failure to properly perform the Services or inability to perform the Services as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;
- iii. Failure to promptly re-perform within a reasonable time the Services that were rejected under the Terms of this Agreement;
- iv. Discontinuance of the Services for reasons within the Consultant's reasonable control;

- v. Failure to comply with a material term of this Agreement, including the provisions concerning insurance and nondiscrimination;
- vi. Any change in ownership or control of the Consultant without prior written approval of Transwestern, which approval Transwestern will not unreasonably withhold;
- vii. The Consultant's default under any other agreement it presently may have or may enter into with Transwestern. The Consultant acknowledges that in the event of a default under this Agreement, Transwestern may also declare a default under any such other agreements.

(f) Consultant acknowledges that any certification, affidavit or acknowledgment made under oath in connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination.

10.4 Remedies.

(a) If an event of default occurs and continues beyond any applicable cure periods, then Transwestern may exercise any right, power or remedy permitted to it by law or in equity and has, in particular, without limiting the generality of the foregoing, the right to terminate this Agreement upon written notice to Consultant, in which event Transwestern has no further obligations hereunder or liability to Consultant except as to payment for Services actually received and accepted by Transwestern through the effective date of termination. No courses of dealing on the part of Transwestern or delay or failure on the part of Transwestern to exercise any right will operate as a waiver of such right or otherwise prejudice Transwestern's rights, powers or remedies.

(b) The occurrence of any event of default permits Transwestern to declare the Consultant in default. Transwestern may in its sole discretion give the Consultant an opportunity to cure the default within a reasonable period of time, which period of time shall not exceed thirty (30) days, unless extended by Transwestern. Whether to declare the Consultant in default is within the sole discretion of Transwestern and neither that decision nor the factual basis for it is subject to review or challenge.

(c) Transwestern will give the Consultant written notice of the default, either in the form of a cure notice ("Cure Notice"), or, if no opportunity to cure will be granted, a default notice ("Default Notice"). If Transwestern gives a Default Notice, it will also indicate any present intent it may have to terminate this Agreement, and the decision to terminate (but not the decision to not terminate) is final and effective upon giving the notice. Transwestern may give a Default Notice if the Consultant fails to affect a cure within the cure period given in a Cure Notice. When a Default Notice with intent to terminate is given as provided, the Consultant must discontinue any Services, unless otherwise directed in the notice, and deliver all materials accumulated in the performance of this Agreement, whether completed or in the process of completion, to Transwestern. After a Default Notice is issued by Transwestern, Transwestern may invoke any or all of the following remedies:

- i. the right to take over and complete the Services, or any part of them, at the Consultant's expense and as agent for the Consultant, either directly or through others, and bill the Consultant for the cost of the Services, and the Consultant must pay the difference between the total amount of this bill and the amount Transwestern would have paid the Consultant under the terms and conditions of this Agreement for the Services that were assumed by Transwestern as agent for the Consultant;
- ii. the right to terminate this Agreement as to any or all of the Services yet to be performed effective at a time specified by Transwestern;
- iii. the right of specific performance, an injunction or any other appropriate equitable remedy;
- iv. the right to monetary damages;
- v. the right to withhold all or any part of the Consultant's compensation under this Agreement;
- vi. the right to deem the Consultant non-responsible in future contracts to be awarded by Transwestern.

(d) If Transwestern considers it to be in Transwestern's best interests, it may elect not to declare default or to terminate this Agreement. The parties acknowledge that this provision is solely for the benefit of Transwestern and that if Transwestern permits the Consultant to continue to provide the Services despite one or more events of default, the Consultant is in no way relieved of any of its responsibilities, duties or obligations under this Agreement, nor does Transwestern waive or relinquish any of its rights.

(e) Upon Consultant's termination of its obligations, Transwestern shall pay all actual expenses and charges as of the date of termination, provided, however, that no amounts shall be due unless the Consultant's work is accepted by Transwestern.

10.5 Remedies Not Exclusive. No right or remedy in this Agreement conferred upon or reserved to Transwestern is exclusive of any right or remedy provided or permitted under this Agreement or by law or equity, but each is cumulative of every other right or remedy given in this Agreement or now or hereafter existing at law or in equity or by statute or otherwise, and may be enforced concurrently or from time to time. No delay or omission to exercise any right or power accruing upon any event of default impairs any such right or power, nor is it a waiver of any event of default nor acquiescence in it, and every such right and power may be exercised from time to time and as often as Transwestern considers expedient.

10.6 Survival. All provisions of this Agreement shall survive completion of Services or termination of this Agreement.

Article XI. Indemnification

11.1 Indemnification.

(a) **Professional Indemnity.** For claims alleging professional negligence, Consultant must defend, indemnify and hold the PBCC, City of Chicago, Cook County, and their respective Board members, employees, elected officials, officers or representatives, and MB Real Estate Services, Inc. and Transwestern, and their respective subsidiary or affiliate entit(ies) and all their directors, officers, agents, employees, members, shareholders, partners, joint venturers, affiliates, successors and assigns (hereafter the Indemnified Parties) free and harmless from and against all claims, demands, sums, losses, costs and expenses, including the reimbursement of fees and expenses of attorneys, court costs and expert's fees, that arise out of the Consultant's negligent acts, errors and omissions in the Consultant's performance under this Agreement or the performance of any Subcontractor retained by the Consultant in connection with this Agreement.

(b) **General Indemnity.** For all other claims, the Consultant must protect, defend, indemnify, hold the PBCC, City of Chicago, Cook County, and their respective Board members, employees, elected officials, officers or representatives, and MB Real Estate Services, Inc. and Transwestern, and their respective subsidiary or affiliate entit(ies), and all their directors, officers, agents, employees, members, shareholders, partners, joint venturers, affiliates, successors and assigns (hereafter the 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, 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 Consultant's performance under this agreement or any Subconsultant retained by the Consultant in connection with this Agreement.

The indemnification obligations provided in this **Section 11.1** will be effective to the maximum extent permitted by law. This indemnity extends to all legal costs as described separately for **Section 11.1(a)** and **Section 11.1(b)**, 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 Agreement. Further, the indemnity contained in this section will survive the expiration or termination of this Agreement. For claims subject to the general indemnity, the Consultant shall be solely responsible for the defense of any and all claims, demands, or suits against any of the Indemnified Parties, including without limitation, claims by an employee, Subcontractor, agents or servants of the Consultant even though the claimant may allege that the Indemnified Parties were in charge of the Services or allege negligence on the part of the Indemnified Parties. The Indemnified Parties will have the right, at its sole option, to participate in the defense of any such suit, without relieving the Consultant of its obligations hereunder.

Notwithstanding the forgoing, nothing in this **Section 11.1** obligates the Consultant to indemnify any of the Indemnified Parties for the Indemnified Party's own negligence or willful misconduct. Defense costs shall be allocated on a comparable fault basis.

11.2 Negligence. Negligence, for purposes of this indemnity, is comprised of negligent acts or omissions.

11.3 Defend All Suits. At the option of an Indemnified Party, the Consultant must defend all suits brought upon all such Losses and must pay all costs and expenses incidental to them, but the Indemnified Party has the right, at their option, to participate, at its own cost, in the defense of any suit, without relieving the Consultant of any of its obligations under this Agreement. Any settlement must be made only with the prior written consent of the Indemnified Party, if the settlement requires any action on the part of an Indemnified Party.

11.4 Amounts of Indemnification. To the extent permissible by law, the Consultant and any of its Subconsultants agree that the amount of its obligations to indemnify, defend or contribute to any sums due under any Losses, including any claim by any employee of the Consultant that may be subject to the Worker's Compensation Act, 820 ILCS 305/1 et seq. or any other related law or judicial decision shall not exceed the limits of the applicable insurance required by this Agreement. Transwestern, 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. To the fullest extent permitted by law, the total liability, in the aggregate, of Consultant, Consultant's officers, directors, partners, employees, agents, and subconsultants, to Transwestern, and anyone claiming by, through, or under Transwestern for any claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to this Agreement from any cause or causes, including but not limited to negligence, professional errors and omissions, strict liability, or breach of contract, shall not exceed the limits of Consultant's Professional Liability Insurance required by this Agreement. Transwestern agrees to look solely to the amounts available under Consultant's applicable policies for any claims arising out of, in connection with or resulting from, work under this Agreement, and Consultant shall have no liability (direct or indirect) to Transwestern for any alleged errors, omissions or other claims except to the extent of such insurance proceeds.

11.5 Indemnity Survives. The indemnities in this section survive expiration or termination of this Agreement for matters occurring or arising during the term of this Agreement or as the result of or during the Consultant's performance of Services beyond the term. The Consultant acknowledges that the requirements set forth in this section to indemnify, keep and save harmless and defend Indemnified Parties as described above are not limited by the Consultant's duties under this Agreement, including the insurance requirements of this Agreement.

11.6 Consequential Damages. In no event shall Transwestern be liable for consequential damages, including but not limited to, lost profits, incurred by Consultant or its Affiliates in connection with this Agreement.

Article XII. Insurance Requirements

During the term of the Agreement, Consultant shall maintain, at its sole cost and expense, insurance as set forth in **Exhibit C, Insurance**, of this Agreement, from insurance companies satisfactory to Transwestern with limits of liability not less than stated in **Exhibit C**. Transwestern shall have the right to inspect and review the policies in their entirety and shall be provided with copies of the policies. Certificates of insurance shall be in the name of the Public Building Commission of Chicago, the City of Chicago, Cook County, and their respective Board members, employees, elected officials, officers or representatives, and MB Real Estate Services, Inc. and Transwestern, and their respective subsidiary or affiliate entit(ies), and all their directors, officers, agents, and employees (collectively the “Insured Parties”) and each such certificate shall list the Insured Parties as additional insureds. Certificates of insurance shall be delivered to Transwestern ten (10) days prior to performance of any Services. The insurance must provide for thirty (30) days prior written notice to be given Transwestern in the event coverage is canceled. Consultant shall provide to Transwestern, promptly upon receipt by Consultant, with renewal notices regarding such insurance policies.

Article XIII. Additional Provisions

13.1 Waiver. A Waiver on the part of Transwestern or Consultant of any breach, term, provision, requirement, or condition of this Agreement shall not constitute a precedent or bind either Party to a waiver of any succeeding breach, term, provision, requirement, or condition of the same or any other term, provision or condition of this Agreement. No such waiver is a modification of this Agreement regardless of the number of times Transwestern may have waived the performance, requirement, or condition. Nothing in this Agreement authorizes the waiver of a requirement or condition contrary to law or ordinance or that would result in or promote the violation of any federal, state or local law or ordinance.

13.2 Entire Agreement. This Agreement, including any Exhibits and any addenda attached to or incorporated in it, constitutes the entire agreement between Consultant and Transwestern, and no other terms, conditions, warranties, inducements, considerations, promises or interpretations are implied or impressed upon this Agreement that are not addressed in this Agreement. It supersedes all prior or contemporaneous communications, representations or agreements, whether oral or written, relating to the Services set forth in this Agreement. The Consultant acknowledges that, except only for those representations, statements or promises contained in this Agreement and the Exhibits attached to it and incorporated by reference in it, no representation, statement or promise, oral or in writing, of any kind whatsoever, by Transwestern, its respective officers, officials and employees, has

induced the Consultant to enter into this Agreement or has been relied upon by the Consultant.

13.3 No Omissions. The Consultant acknowledges that the Consultant was given ample opportunity and time and was requested by Transwestern to review thoroughly all documents forming this Agreement before signing this Agreement in order that it might request inclusion in this Agreement of any statement, representation, promise or provision on which it desired or on that it wished to place reliance. The Consultant did so review those documents, and either every such statement, representation, promise or provision has been included in this Agreement or else, if omitted, the Consultant relinquishes the benefit of any such omitted statement, representation, promise or provision and is willing to perform this Agreement in its entirety without claiming reliance on it or making any other claim on account of its omission. This Agreement may be amended only by a written document signed by both Parties. The captions in this Agreement are for the convenience of the Parties in identification of the several provisions and shall not constitute a part of this Agreement nor be considered interpretative thereof.

13.4 Amendments.

(a) Except as provided in this **Section 13.4** of this Agreement, no changes, amendments, modifications or discharge of this Agreement, or any part of it are valid unless in writing and signed by the authorized agent of the Consultant and by Transwestern. Transwestern incurs no liability for Additional Services without a written amendment to this Agreement under this **Section 13.4**.

(b) Whenever in this Agreement the Consultant is required to obtain prior written approval, the effect of any approval that may be granted pursuant to the Consultant's request is prospective only from the later of the date approval was requested or the date on which the action for which the approval was sought is to begin. In no event is approval permitted to apply retroactively to a date before the approval was requested.

13.5 Assigns. Except as otherwise provided in this Agreement, all of the terms and conditions of this Agreement are binding upon and inure to the benefit of the parties and their respective legal representatives, successors and assigns.

13.6 Assignment and Subcontracts.

(a) The Consultant must not assign, delegate or otherwise transfer (including transfers which arise by operation of law, change of control, merger or consolidation) all or any part of its rights or obligations under this Agreement or any part of it, unless otherwise provided for in this Agreement or without the express written consent of Transwestern. The absence of such a provision or Transwestern's written consent voids the attempted assignment, delegation or transfer and is of no effect as to the Services or this Agreement. No approvals given by Transwestern relieve the Consultant of any of its obligations or liabilities under this Agreement.

(b) Consultant shall not subcontract any of the Services without first securing Transwestern's written consent approving the Subconsultant and the subcontract as to the price and other terms and conditions. The Consultant, upon entering into any agreement or contract with a Subconsultant, must furnish a copy of that agreement or contract to Transwestern prior to commencement of any Services performed by the Subconsultant pursuant to this Agreement. Each agreement shall (a) require such work to be performed in strict accordance with the requirements of this Agreement, including without limitation the requirements of all applicable laws, ordinances and regulations and require the Subconsultant to agree to be bound by all the terms and conditions of this Agreement applicable to Consultant and are subject to the approval of Transwestern. If the agreements do not prejudice any of Transwestern's rights under this Agreement, such agreements may contain different provisions than are provided in this Agreement with respect to time of completion, payments, guarantees and matters not affecting the quality of the Services.

(c) The Consultant will only subcontract with competent and responsible Subconsultants who have the knowledge, skill, experience and other resources necessary to perform the Services in the manner provided by the Agreement. All agreements and all approvals of Subconsultants are, regardless of their form, considered conditioned upon performance by the Subconsultant in accordance with the terms and conditions of this Agreement. If any Subconsultant fails to observe or perform the terms and conditions of this Agreement to the satisfaction of Transwestern, Transwestern has the absolute right upon written notification, given by Transwestern, to immediately rescind approval and to require the performance of this Agreement by the Consultant personally or through any other Transwestern-approved Subconsultant. Any approval for the use of Subconsultants in the performance of the Services under this Agreement under no circumstances operates to relieve the Consultant of any of its obligations or liabilities under this Agreement.

(d) Except with the prior written approval of Transwestern, the Consultant will not employ any corporation or entity in which the Consultant has a financial interest for the purpose of performing any of the Services under this Agreement.

(e) The Consultant must not transfer or assign any funds or claims due or to become due under this Agreement without the prior written approval of Transwestern. The attempted transfer or assignment of any funds, either in whole or in part, or any interest in them, which are due or to become due to the Consultant under this Agreement, without such prior written approval, has no effect upon Transwestern.

(f) Transwestern reserves the right to assign or otherwise transfer all or any part of its interests under this Agreement to any successor.

13.7 Force Majeure. Neither of the parties will be liable to the other for any delay or failure in performance hereunder due to causes which are beyond the control of the party unable to perform. If a force majeure occurs, the party delayed or unable to perform will give prompt notice to the other party, and Transwestern may, at any time during the continuation of the force majeure event, elect to suspend the performance of the Consultant under this Agreement for the duration of the force majeure. Transwestern will not be obligated to pay for the Services to the extent and for the

duration that performance of the Services is delayed or prevented by force majeure, but provided the Consultant is not in default of any obligation of the Consultant under this Agreement, Transwestern will pay to the Consultant, according to the terms of this Agreement, all compensation and reimbursements due to the Consultant for periods up to the effective date of suspension. The term “force majeure” means an extraordinary event or effect that the parties could not have anticipated or controlled and that renders performance impossible or impracticable for the duration of the event or effect. Such events or effects include but are not limited to: extraordinary acts of nature, such as tornadoes; or of people, such as acts of terrorism; or of governments, such as imposition of martial law. The term does not include, for example, typical Chicago inclement weather (i.e. weather the severity of which is less than a standard deviation from the 5-year mean for the O’Hare, as established by the National Oceanic and Atmospheric Administration) or labor force strikes.

13.8 Severability. Every paragraph, part, term or provision of this Agreement is severable from others. If any paragraph, part, term or provision of this Agreement is construed or held to be void, invalid, illegal or unenforceable by order, decree or judgment of a court of competent jurisdiction, or in all cases because it conflicts with any other provision of this Agreement, or for any other reason, the remaining paragraphs, parts, terms and provisions of this Agreement shall not be affected thereby but shall remain in full force and effect. The invalidity, illegality, inoperativeness or unenforceability of anyone or more phrases, sentences, clauses or sections in this Agreement does not affect the remaining portions of this Agreement or any part of it.

13.9 Cooperation. The Consultant must at all times cooperate fully with Transwestern and act in Transwestern’s best interests. If this Agreement is terminated for any reason, or if it is to expire on its own terms, the Consultant must make every effort to assure an orderly transition to another provider of the Services, if any, orderly demobilization of its own operations in connection with the Services, uninterrupted provision of Services during any transition period and must otherwise comply with the reasonable requests and requirements of Transwestern in connection with the termination or expiration, including those requirements described in **Exhibit A, Scope of Professional Services**.

13.10 Notices.

(a) The Consultant will notify Transwestern promptly in writing of any significant occurrences and circumstances affecting the Property or its operation or affecting in any manner the interest of Transwestern in and to the Property.

(b) In an emergency, the Consultant will as promptly as possible notify Transwestern in person or by telephone so that prompt arrangements may be made to address the emergency situation.

(c) The Consultant will notify Transwestern promptly and forward to Transwestern any complaints, warnings, notices, or summonses received by the Consultant relating to the compliance of the Property or any of its equipment with requirements of any ordinance, law, rule, or regulation including environmental

requirements of the city, county, state or federal government or any other public entity having jurisdiction over the Property.

(d) Any information or notices required to be given under this Agreement shall be in writing and shall be delivered either by (i) certified mail, return receipt requested, in which case notice shall be deemed delivered three (3) business days after deposit, postage prepaid, in the U.S. mail; (ii) a reputable messenger service or a nationally recognized overnight courier, in which case notice shall be deemed delivered one (1) business day after deposit with such messenger or courier; or (iii) personal delivery with receipt acknowledged in writing, in which case notice shall be deemed delivered when received. All notices shall be addressed as follows:

If to Transwestern: Transwestern Commercial Services Illinois, L.L.C.
50 West Washington, Suite 1203
Chicago, Illinois 60602
Attn: General Manager

If to Consultant: **VENDOR**
STREET ADDRESS
CITY, STATE, ZIP CODE
Attention:

13.11 Governing Law and Jurisdiction. This Agreement shall be governed and interpreted pursuant to the laws of the State of Illinois. The Consultant irrevocably submits himself to the original jurisdiction of those courts located within the County of Cook, State of Illinois, with regard to and controversy arising out of, relating to, or in any way concerning the execution or performance of this Agreement. Service of process on the Consultant may be made at the option of Transwestern, either by registered or certified mail addressed to the applicable office as provided for in this Agreement, by registered or certified mail addressed to the office actually maintained by the Consultant, or by personal delivery on any officer, director, or managing or general agent of the Consultant. If any action is brought by the Consultant against Transwestern concerning the Agreement, the action must be brought only in those courts located within the County of Cook, State of Illinois.

All obligations and liabilities of Transwestern under this Agreement shall be limited to Transwestern's interest in the Property and neither Transwestern nor their respective successors or assigns shall have personal liability for any claims arising under this Agreement. Consultant expressly agrees that under no circumstances shall any partner, shareholder, member, principal, director, officer, trustee, or employee of Transwestern be personally liable for any judgment obtained against Transwestern, or because of Transwestern's execution, attempted execution or any breach of this Agreement, or the performance of any of Transwestern's obligations hereunder.

13.12 Security.

(a) The Consultant, Subconsultants, their respective employees, invitees and all other persons under the control of the Consultant must comply strictly and faithfully with any and all rules, regulations and directions with regard to security, safety, maintenance and operation of the Property and must promptly report any information regarding suspected violations in accordance with those rules and regulations.

(b) When the Property requires additional security, including the use of Security Badges, the Consultant will work with Transwestern to develop specific security procedures. Consultants, employees or Subconsultants and their vehicles in a secured area without proper credentials may be removed from the secured area and may be subject to fine or arrest. The Consultant will be jointly and severally liable for any fines imposed on any person working on its behalf.

13.13 Independent Consultant Status. Consultant will act solely as an independent Consultant in performing the Services, and nothing herein will at any time be construed to create the relationship of employer and employee, principal and agent, partners, or joint venturers between Transwestern, Owner and Consultant, or Transwestern's and Consultant's officers, directors, partners, managers, employees or agents. Consultant and its affiliates will have no right or authority to act for Transwestern, and will not attempt to enter into any contract, commitment, or other agreement, nor incur any debt or liability of any nature in the name or on behalf of Transwestern or Owner. Consultant shall be solely responsible for the compensation, benefits, contributions, payment for union dues and any union pension, welfare or other fringe benefit fund payments, and federal and state taxes, if any, of its employees, Subconsultants, agents or other affiliates. The parties to this Agreement intend that there are no third party beneficiaries of this Agreement.

13.14 Permits. Transwestern shall have the right during the performance of the Services to inspect and obtain copies of all written licenses, permits or approvals issued by any governmental entity or agency to Consultant or its Affiliates which are applicable to the performance of this Agreement. Consultant shall deliver all such written licenses, permits or approvals to Transwestern upon the completion of Services or termination of this Agreement.

IN WITNESS WHEREOF, the parties, by their duly authorized corporate officers, have hereunto executed this Agreement as of the date and year first above written.

**Transwestern Commercial Services
Illinois, L.L.C.**

VENDOR

By: _____

By: _____

John Beatty

NAME

Title: General Manager

Title:

EXHIBIT B.

EXHIBIT 8

EXCLUSIVE LICENSING AGREEMENT

Exclusive Licensing Agreement

WHEREAS, Arshad Javid has developed a brand and mark called Café Descartes; and

WHEREAS, Arshad Javid has formed the business entity known as Café Descartes Company, an Illinois corporation; and

WHEREAS, Arshad Javid and Café Descartes Company are holders of intellectual property, namely the logos, symbols, descriptions and menus and recipes constituting its branding materials; and

WHEREAS, Arshad Javid and Café Descartes Company, as creators of the aforementioned intellectual property, and Arshad Javid as the sole shareholder of Café Descartes Company, has the right to sell, transfer, assign, license or otherwise market or dispose of the aforementioned intellectual property; and

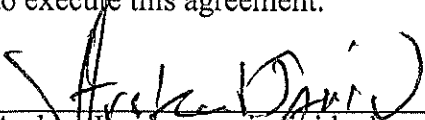
WHEREAS, Kafein Chicago LLC, an Illinois LLC operated and owned by its member managers Munazzah Jabeen and Ali Sarah Javid wish to participate in expanding the Café Descartes brand; and

WHEREAS, Arshad Javid and Café Descartes Company are amenable to authorizing and encouraging the conduct of business in retail sale of Café Descartes branded products;


NOW THEREFORE, the parties hereby agree as follows:

1. Arshad Javid and Café Descartes Company hereby grant to Kafein Chicago LLC a license to do business under the trade name Café Descartes or Café Descartes Company.
2. The license is granted to Kafein Chicago LLC for whatever period of time Kafein Chicago LLC shall desire to use all related intellectual property or for as long as it shall remain in existence.
3. This license grants to Kafein Chicago permission to use, copy, sell, market, distribute and otherwise benefit from the rights and the property bearing the Café Descartes brand.
4. Kafein Chicago LLC, its members, managers and employees may not sell, assign or otherwise distribute the rights granted under this license to any third party without the prior written consent of Café Descartes Company.
5. The parties agree that the consideration for this agreement is their mutual agreement to build the brand of Café Descartes as a premier coffee vendor.

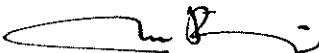
IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this agreement.



Arshad Javid, as an individual



Arshad Javid, as President and Secretary
of Café Descartes Company



Munazzah Jabeen, Member and Manager
Of Kafein Chicago, LLC.

EXHIBIT B.

EXHIBIT 9

GUARANTY

GUARANTY

THIS GUARANTY (this “**Guaranty**”) is dated as of June 17, 2024 and is made by **CAFÉ DESCARTES COMPANY**, an Illinois corporation (together with its successors and assigns, “**Guarantor**”), for the benefit of the **PUBLIC BUILDING COMMISSION OF CHICAGO**, an Illinois municipal corporation (the “**PBCC**”).

RECITALS

A. Concurrently with the execution of this Guaranty, PBCC and Kafein Chicago, LLC, an Illinois limited liability company (together with its successors and assigns, “**Tenant**”) are entering into that certain Commercial Lease with various Exhibits incorporated therein and together are hereinafter referred to as the “**Lease Documents**”).

B. Guarantor is an affiliate and umbrella entity of Tenant, and Guarantor will materially benefit from Tenant’s entry into the Lease Documents, and in order to induce PBCC to enter into the Lease Documents, Guarantor has agreed to execute and deliver this Guaranty to PBCC.

NOW THEREFORE, in consideration of the Recitals set forth above and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Guarantor hereby agrees as follows:

1. **Incorporation of Recitals; Defined Terms.** The Recitals set forth above are incorporated herein as set forth in their entirety. Capitalized terms used, but not defined, in this Agreement shall have the respective meanings assigned to them in the Lease.

2. **Guaranteed Obligations.** Guarantor hereby absolutely and unconditionally guarantees to PBCC the following:

(a) The full and punctual payment when due of (i) all Rent, and (ii) after the expiration of the applicable notice and cure periods, such other sums that may become due and payable from Tenant to PBCC as a result of Tenant’s failure to fully perform in all material respects those certain other obligations set forth in the Lease, including but not limited to payment of any taxes levied upon Tenant’s leasehold.

3. **Absolute Guaranty.** This Guaranty shall be construed as an absolute, unconditional, continuing obligation of the Guarantor without regard to the validity or enforceability of any of the Lease Documents, without regard to whether any of the foregoing documents is limited, modified, voided, released or discharged in any proceeding by or against the Tenant under the federal bankruptcy laws or in any moratorium, insolvency, receivership, arrangement or reorganization proceeding involving the Tenant. Guarantor shall pay or perform all of the Guaranteed Obligations within thirty (30) days of PBCC’s written demand therefor.

4. **Representations and Warranties.** Guarantor hereby represents and warrants to PBCC as follows as of the date hereof:

(a) **Review of this Guaranty and the Lease Documents.** Guarantor has reviewed with the benefit of its legal counsel the terms of this Guaranty and the Lease Documents.

(b) **Organization; Authorization.** Guarantor is duly formed, validly existing and in good standing under the laws of the State of its formation and has duly qualified and is in good standing under the laws of each other State in which its activities require that it be qualified. Guarantor has all requisite corporate authority necessary to own its assets and carry on its business as now being conducted. Guarantor has delivered this Guaranty, executed by the proper individuals pursuant to proper authority duly granted.

(c) **Enforceability.** When executed and delivered, this Guaranty and each obligation of Guarantor under this Guaranty is legal, valid, binding and enforceable against Guarantor in accordance with its terms, subject to the application of bankruptcy and other laws affecting the rights of creditors generally and to general principles of equity, regardless of whether considered in a proceeding in equity or at law.

(d) **Approval.** The Guarantor's execution and delivery of this Guaranty does not require the consent or approval of any other person or entity, or if required, any such consent or approval has been obtained prior to the date hereof.

(e) **No Other Action or Proceeding.** No action, suit or other proceeding against or affecting the Guarantor is presently pending, at law or in equity, or to the knowledge of the Guarantor is threatened, in any court, before any governmental agency or department, or before any arbitration board or tribunal, which (i) would adversely affect the validity of this Guaranty or the ability of the Guarantor to fulfill its obligations pursuant thereto, or (ii) would reasonably be expected to result in a material adverse change in the business, profits, properties or condition (financial or otherwise) of the Guarantor.

5. **Covenants.** For as long as this Guaranty shall remain in effect, Guarantor hereby covenants and agrees as follows: (i) the Guarantor shall observe and comply in all material respects with all applicable laws, and (ii) the Guarantor shall maintain its legal existence and provide PBCC with evidence of the same from time to time upon PBCC's written request.

6. **Event of Default and Remedies.** An "Event of Default" shall exist if, after the expiration of all applicable notice and cure periods, Guarantor fails to pay or perform when due any of the Guaranteed Obligations, and such default shall not have been remedied or waived within ninety (90) days after PBCC provides Guarantor with written notice thereof. Upon the occurrence and during the continuance of an Event of Default, PBCC, may recover from Guarantor all then outstanding and unpaid Guaranteed Obligations, together with interest at an annual rate of six percent (6%) on the unpaid amount then due and payable, in a proceeding filed in Cook County, Illinois (the parties hereto agreeing that courts in Cook County, Illinois have exclusive jurisdiction over the parties with respect to any such dispute or controversy arising under or in connection with this Guaranty. In the event that any action to enforce this Guaranty is undertaken by a party, the

prevailing party shall be awarded its reasonable attorney's fees, and expenses reasonably related to enforcement of its rights under such documents.

7. **Waivers.** Guarantor hereby expressly waives:

(a) **Notices.** Notice of any amendment or extension of the Lease Documents, notice of default by Tenant under the Lease Documents, notice of the existence, creation or non-payment of any of the Guaranteed Obligations, presentment, demand, notice of dishonor, protest, notice of protest, and all other notices which may be required by statute, rule of law or otherwise, now or hereafter in effect, except any notices specifically required by this Guaranty.

(b) **Diligence in Collection.** All diligence in collection of any of the Guaranteed Obligations or any obligation of Guarantor hereunder.

(c) **Certain Defenses.** Any defense based on the incapacity, lack of authority, death or disability of any other person or entity liable for any Guaranteed Obligations or the failure of PBCC to file or enforce a claim against the estate of any other person or entity in any administrative, bankruptcy or other proceeding.

(d) **Election of Remedies Defense.** Any defense based on an election of remedies by PBCC, whether or not such election may affect in any way the recourse, subrogation or other rights of Guarantor against Tenant or any other person in connection with the Guaranteed Obligations.

8. **Miscellaneous.**

(a) **Continuing Guaranty.** This Guaranty is unconditional and irrevocable and shall in all respects be a continuing guaranty and a primary obligation of Guarantor and shall not be subject to any counterclaim, set-off, abatement, deferment or defense based on any claim that Guarantor may have against PBCC, Tenant, any other guarantor, or any other person or entity. Notwithstanding anything herein to the contrary, this Guaranty shall remain in full force and effect until the first to occur of (i) the date that both of the following have occurred: (A) all of the Guaranteed Obligations (other than inchoate indemnity obligations) have been satisfied in full; and (B) the Lease has terminated pursuant to the terms thereof, or (ii) Tenant's discharge and release of its obligations under the Lease Documents pursuant to the terms thereof. No notice of discontinuance or revocation shall affect any of the obligations of Guarantor hereunder or of Tenant or of any other obligor with respect to any of the Guaranteed Obligations.

(b) **Obligations; Successors and Assigns.** All obligations under this Guaranty shall be binding upon Guarantor, and upon Guarantor's successors and assigns and shall inure to the benefit of PBCC. Neither Tenant nor PBCC shall be permitted to assign any rights or obligations hereunder.

(c) **Confidentiality.** The terms of this Guaranty and any other non-public information disclosed by one party to the other party hereunder or related hereto are confidential and may not be disclosed by the receiving party to any third party, except that

either party may disclose such terms (i) as required by law, (ii) to the Tenant Parties and its affiliated entities, and/or (iii) to its accountants, attorneys, advisors, and actual and prospective lenders, financing sources and investors subject to an obligation to maintain the confidentiality thereof. Notwithstanding the foregoing, nothing herein is intended to or shall prohibit PBCC from complying with any obligations imposed by the Illinois Freedom of Information Act (5 ILCS 140) (“FOIA”); provided, however, that (A) to the extent permitted by law, in response to any applicable FOIA request relating to this Guaranty, PBCC shall seek to maintain as confidential as possible the terms of this Guaranty and any non-public information of Tenant or Guarantor, and (B) PBCC shall provide Tenant with as much prior written notice as possible of any such FOIA request that may result in the public disclosure or availability of such terms or information.

(d) **Captions; Gender.** Captions contained in this Guaranty in no way define, limit or extend the scope or intent of their respective provisions. Use of the masculine, feminine or neuter gender and of singular and plural shall not be given the effect of any exclusion or limitation herein.

(e) **Notices.** All notices or demands under this Guaranty shall be in writing and shall be served and given by personal delivery, by certified mail, return receipt requested, or by nationally recognized overnight courier, addressed as follows. The initial address and facsimile numbers for the delivery of notice are as follows:

If to Tenant:	Kafein Chicago LLC, an Illinois Limited liability company, d/b/a Café Descartes Company. Attn: Arshad Javid 5819 N. Washtenaw Avenue Chicago Illinois 60659 Email: descartescafe@gmail.com Phone: <u>(773) 551-7068</u>
With copy to Guarantor:	Café Descartes Company. Attn: Arshad Javid 5819 N. Washtenaw Avenue Chicago Illinois 60659 Email: descartescafe@gmail.com Phone: <u>(773) 551-7068</u>
If to PBCC:	Public Building Commission of Chicago Attn: Executive Director 50 West Washington Street, Room 200 Chicago, IL 60602
With a copy to:	Neal & Leroy, LLC Attn: Anne L. Fredd 20 S. Clark Street, Suite 2050 Chicago, Illinois 60602 afredd@nealandleroy.com

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

By written notice served in the foregoing manner, any party entitled to receive notices shall have the right to designate another person and another address to which notices and demands shall thereafter be sent. Each such notice or demand shall be deemed served, given and received when received, or when given by certified mail, shall be deemed served, given and received on the third business day after the mailing thereof, or when given by nationally recognized overnight courier, shall be deemed served, given and received on the next business day after the mailing thereof.

(f) **Entire Agreement.** This Guaranty constitutes the entire agreement of Guarantor and PBCC with respect to the subject matter hereof and supersedes any prior agreements with respect to the subject matter hereof.

(g) **No Modification Without Writing.** This Guaranty may not be terminated or modified in any way nor can any right of PBCC or any obligation of Guarantor be waived or modified, except by a writing signed by PBCC and Guarantor.

(h) **Severability.** Each provision of this Guaranty shall be interpreted so as to be effective and valid under applicable law, but if any provision of this Guaranty shall in any respect be ineffective or invalid under such law, such ineffectiveness or invalidity shall not affect the remainder of such provision or the remaining provisions of this Guaranty.

(i) **Cumulative.** The obligations of Guarantor hereunder are in addition to any other obligations Guarantor may now or hereafter have to PBCC and shall not be affected in any way by the delivery to PBCC by Guarantor or any other guarantor of any other guaranty, or any combination thereof. All rights and remedies of PBCC and all obligations of Guarantor under this Guaranty are cumulative.

(j) **Enforcement.** PBCC may enforce this Guaranty against Guarantor for payment or performance of any of the Guaranteed Obligations, whether or not PBCC shall have proceeded against Tenant or any other guarantor or any other party primarily or secondarily obligated with respect to any of the Guaranteed Obligations.

(k) **Effect of PBCC's Delay or Action.** No delay by PBCC in the exercise of any right or remedy shall operate as a waiver thereof, and no single or partial exercise by PBCC of any right or remedy shall preclude any other exercise thereof or the exercise of any other right or remedy. No action of PBCC permitted hereunder shall in any way impair or otherwise affect any other right of PBCC or obligation of Guarantor under this Guaranty.

(l) **Unconditional Obligations.** The obligations of Guarantor shall be unconditional, irrespective of (i) the institution of any proceeding under Chapter 11 of Title

II of the United States Code, as the same may be amended from time to time (the “**Bankruptcy Code**”), or any similar proceeding, by or against Guarantor or Tenant or PBCC’s election in any such proceeding of the application of Section 1111(b)(2) of the Bankruptcy Code; (ii) any borrowing or grant of a security interest by Tenant as debtor-in-possession, under Section 364 of the Bankruptcy Code; or (iii) the disallowance, under Section 502 of the Bankruptcy Code, of all or any portion of PBCC’s claim(s) for repayment of any of the Obligations.

(m) **Rescinded or Returned Payments.** If at any time any part of any payment previously applied by PBCC to any of the Guaranteed Obligations is rescinded or returned by PBCC for any reason, including the insolvency, bankruptcy or reorganization of Tenant or any other party, the Guaranteed Obligations shall be deemed to have continued in existence to the extent that such payment is rescinded or returned, and this Guaranty shall be reinstated as to the Guaranteed Obligations as though such prior application by PBCC had not been made.

(n) **Expenses.** Except as otherwise provided herein, all costs and expenses incurred in connection with this Agreement shall be paid by the party incurring such costs and expenses.

(o) **Third Party Beneficiaries.** Except as expressly provided herein, no person other than Guarantor and PBCC shall have or is intended to have any right, benefit or obligation under this Guaranty as a third-party beneficiary or otherwise.

(p) **GOVERNING LAW.** This guaranty shall be governed by the laws of the State of Illinois.

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[Signature Page to Guaranty]

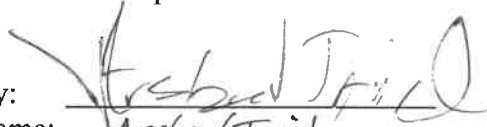
IN WITNESS WHEREOF, Guarantor has executed this Guaranty as of the day and year first above written.

CAFÉ DESCARTES COMPANY,
An Illinois corporation

By:

Name:

Title:



Arshad Javid

Pres./Secy