

CONSENT TO SUBLETTING

I. PARTIES AND DATES.

This Consent to Subletting ("**Consent**") dated April 14, 2020, is by and among **300 NORTH LASALLE LLC**, a Delaware limited liability company ("**Landlord**"), **QUARLES & BRADY LLP**, a Wisconsin limited liability partnership ("**Tenant**"), and **WILLKIE FARR & GALLAGHER LLP**, a Delaware limited liability partnership ("**Subtenant**").

II. RECITALS.

Landlord and Tenant are the current parties to a certain Office Lease dated January 29, 2008 as amended by First Amendment dated April 30, 2009, an undated Second Amendment and Third Amendment dated November 15, 2016 (collectively, the "**Lease**") for space in a building owned by Landlord and located at 300 N. LaSalle Street, Chicago, Illinois consisting of 99,150 rentable square feet on the 40th, 50th, 51st and 52nd floors and 851 square feet of storage space on the 58th floor (collectively the "**Premises**").

The Lease contains provisions which require, among other things, Tenant to obtain Landlord's consent to certain subletting of the Premises. Tenant has requested Landlord to consent to a subletting of a portion of the Premises to Subtenant.

III. CONSENT TO SUBLETTING.

A. For valuable consideration including Tenant's and Subtenant's agreement to the provisions of this Consent, Landlord consents to a subletting to Subtenant of approximately 24,837 rentable square feet of the Premises consisting of the entire 50th floor (the "**Subleased Premises**"). Tenant and Subtenant agree that this Consent is conditioned upon their agreement that:

1. The sublease agreement ("**Sublease**") between Tenant and Subtenant is expressly subject to the provisions of the Lease, a copy of which Subtenant acknowledges it has received.
2. Attached as Exhibit A is a true, correct and complete copy of the Sublease and that there are no other agreements relating thereto.
3. Tenant's obligations under the Lease shall not be affected by this Consent.
4. Landlord shall be entitled to receive profits derived by Tenant from this subletting in accordance with the provisions of the Lease.
5. The provisions of the Lease respecting assignment and subletting are not waived with respect to future assignments and sublettings.
6. Subtenant is not claiming any interest in any right expressly belonging solely to Tenant pursuant to the Lease.
7. The Lease is in full force and effect and that Landlord is not in breach of any provision of the Lease.
8. If the Sublease terminates by reason of a termination of the Lease, Landlord may, at its option, by delivering written notice to Subtenant, assume the obligation of Tenant under the Sublease in which event Subtenant shall recognize Landlord as if it were Sublandlord under the Sublease, and Subtenant and Landlord shall have the same rights, obligations and remedies as were had by Subtenant and Sublandlord, respectively, under the Sublease prior to such assumption date. Landlord

shall deliver such notice to Subtenant within 15 business days after termination of the Lease and upon delivery of such notice to Subtenant, the agreements of Landlord and Subtenant set forth in the preceding sentence shall be deemed retroactive to the date of termination of the Lease.

B. Subtenant acknowledges that Landlord has made no representations regarding the status or provisions of the Lease, nor shall Landlord be deemed to have made any express or implied representation that Tenant is not in default thereunder.

C. Tenant and Subtenant have informed Landlord that Subtenant desires to perform an alteration (as such term is defined in Section 12[A] of the Lease) in the Subleased Premises (the "**Subtenant Alterations**") to construct the Subleased Premises as depicted on Exhibit B attached hereto (the "**New Floor Plan**"). Subject to compliance with Section 12(A) of the Lease, Landlord approves the locations of the walls shown on the New Floor Plan and the specific locations of uses of the Subleased Premises (such as reception, conference rooms, etc.) as shown on the New Floor Plan. Provided the walls as shown on the New Floor Plan are constructed with standard office materials (that is, drywall) and not specialty materials (for example, glass or water features) except as described below, and assuming no further alteration (as such term is defined in Section 12[A] of the Lease) to such walls after initial construction, Landlord agrees that such walls, including those designated as storefront glass, will not have to be removed or restored to an earlier condition at the termination or earlier expiration of the Lease. The Subtenant Alterations shall be performed in accordance with the terms of the Lease, including, without limitation, Section 12(A), and Landlord shall consider this Section III(C) a request by Tenant pursuant to Section 18 of the Lease for Landlord to notify Tenant (and Tenant hereby directs Landlord to simultaneously notify Subtenant), of any item (other than as stated in the preceding sentence) in the plans and specifications for the Subtenant Alterations which Landlord will require Tenant to remove at the end of the Term of the Lease (or Tenant's right to possession of the Premises).

IV. SUBTENANT'S PRINCIPAL PLACE OF BUSINESS.

The address of Subtenant's principal place of business is:

Willkie Farr & Gallagher LLP
787 Seventh Avenue
New York, New York 10019

V. GENERAL.

A. EFFECT OF SUBLETTING. The Lease and Tenant's obligations to Landlord shall not be deemed to have been modified by this Consent.

B. ENTIRE AGREEMENT. This Consent embodies the entire understanding between Landlord, Tenant and Subtenant with respect to the subletting and can be changed only by an instrument in writing signed by the party against whom enforcement is sought.

C. COUNTERPARTS; DIGITAL SIGNATURES. If this Consent is executed in counterparts, each is hereby declared to be an original; all, however, shall constitute but one and the same Consent. In any action or proceeding, any photographic, photostatic, or other copy of this Consent may be introduced into evidence without foundation. The parties agree to accept a digital image (including but not limited to an image in the form of a PDF, JPEG, GIF file, or other e-signature) of this Consent, if applicable, reflecting the execution of each of the parties, as a true and correct original.

D. DEFINED TERMS. All words commencing with initial capital letters in this Consent and defined in the Lease shall have the same meaning in this Consent as in the Lease.

E. CORPORATE AND PARTNERSHIP AUTHORITY. Each individual executing this Consent on behalf of a corporation, limited liability company or partnership represents and warrants that he or she is duly authorized to execute and deliver this Consent and that this Consent is binding upon the

corporation, limited liability company or partnership in accordance with its terms.

F. ATTORNEYS' FEES. The provisions of the Lease respecting payment of attorneys' fees shall also apply to this Consent to Subletting.

SIGNATURES ON FOLLOWING PAGE

VI. EXECUTION.

Landlord, Tenant and Subtenant have entered into this Consent as of the date set forth in "I. PARTIES AND DATE" above.

LANDLORD:
300 NORTH LASALLE LLC,
a Delaware limited liability company

DocuSigned by:
By: Steven M. Case
Steven M. Case
Executive Vice President
Office Properties

DocuSigned by:
By: Michael J. Bennett
Michael J. Bennett
Senior Vice President, Operations
Office Properties

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DAU

TENANT:
QUARLES & BRADY LLP
a Wisconsin limited liability partnership

DocuSigned by:
By: David Fleisher
67A544FF30DA4F6...
Printed Name: David Fleisher
Title: Chief operating officer

SUBTENANT:
WILLKIE FARR & GALLAGHER LLP
a Delaware limited liability partnership

DocuSigned by:
By: Thomas Henry
FB1CCFA6C4504C2...
Printed Name: thomas henry
Title: Partner

**EXHIBIT A
SUBLEASE**

See attached 25 pages.

Execution Version

SUBLEASE AGREEMENT

SUBLEASE AGREEMENT (this "Sublease" or "Agreement") made and entered into this 6th day of April, 2020, by and between **QUARLES & BRADY LLP**, a Wisconsin limited liability partnership. (the "Sublessor") and **WILLKIE FARR & GALLAGHER LLP**, a Delaware limited liability partnership (the "Sublessee").

WHEREAS, the Sublessor and **300 NORTH LASALLE LLC**, a Delaware limited liability company (the "Master Landlord"), are the current parties under that certain Office Lease dated January 29, 2008, as amended by First Amendment dated April 30, 2009, an undated Second Amendment and Third Amendment dated November 15, 2016 (collectively, the "Master Lease") with respect to the premises consisting of approximately 99,150 rentable square feet on the 40th, 50th, 51st and 52nd Floors and 851 rentable square feet of storage space on the 58th Floor (collectively, the "Leased Premises") in the building located at 300 N. LaSalle Street, Chicago, Illinois (the "Building"); and

WHEREAS, the Sublessor desires to enter into a sublease with the Sublessee, and the Sublessee desires to enter into a sublease with the Sublessor, for the entire 50th Floor of the Building consisting of 24,837 rentable square feet of the Leased Premises (the "Subleased Premises") pursuant to the terms of this Sublease.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

1. Subleased Premises and FF&E. Upon the terms and conditions of this Sublease, the Sublessor hereby subleases to the Sublessee and the Sublessee hereby subleases from the Sublessor, the Subleased Premises. It is further understood that the Sublessor will not remove and the Sublessee shall have use of the furniture, fixtures and equipment owned by the Sublessor which are located in the Subleased Premises and depicted on attached Exhibit A. The furniture, fixtures and equipment described on Exhibit A shall be referred to as the "Sublessee's FF&E". Provided that the Sublease has not been terminated in accordance with Paragraph 6 below and the Sublessee is not in Default under this Sublease prior to the Expiration Date or such earlier date as elected by the Sublessor, the Sublessee's FF&E shall become the property of the Sublessee upon the expiration of this Sublease for the payment of \$10.00. The Sublessor shall provide to the Sublessee a Bill of Sale for such Sublessee's FF&E. If the Sublease is terminated in accordance with Paragraph 6 below, then the Sublessee's FF&E and the furniture, equipment and fixtures purchased using the Sublessee Improvement Allowance to furnish the reception area, conference rooms, certain interior work stations, corner huddle rooms, and kitchen (the "Additional FF&E") shall be delivered to the Sublessor in the same condition it was delivered to the Sublessee, ordinary wear and tear and damage caused by casualty (provided that in the event of a casualty, it shall be the Sublessee's responsibility, at the Sublessee's expense, to repair and/or replace the FF&E damaged in such casualty), excepted. Any inoperable or damaged Sublessee's FF&E or Additional FF&E shall be repaired or replaced prior to such termination at the Sublessee's sole cost and expense. The Sublessor makes no representations or warranties as to the Sublessee's FF&E whatsoever except that it owns the Sublessee's FF&E. The Sublessee shall be responsible, at the Sublessee's expense, for all repairs, maintenance and replacements which may be necessary or desirable with respect to the Sublessee's FF&E. If this Sublease is

33997706.6

not terminated in accordance with Paragraph 6 below, the Sublessee, at the Sublessee's expense, shall be responsible for the removal of the Sublessee's FF&E and the Additional FF&E prior to the expiration of this Sublease, or the earlier termination of this Sublease, if elected by the Sublessor, and shall be required, at the Sublessee's expense, to repair any damage caused in connection with such removal. In the event any personal property tax or other tax is due with respect to the Sublessee's FF&E, the Additional FF&E, any other personal property and/or any leasehold improvements in the Subleased Premises during the term of this Sublease, the Sublessee shall be responsible for the payment thereof.

2. Term. The term of this Sublease and the Sublessor's and Sublessee's obligations hereunder shall commence on the date that this Sublease has been executed by the Sublessor and the Sublessee and there has been obtained from the Master Landlord consent to this Sublease, preliminary and conceptual approval of the Sublessee Improvements (as defined in Paragraph 3 below) and confirmation that the Sublessee Improvements will not be required to be removed or restoration (the "Commencement Date") and shall end on March 30, 2031 (the "Expiration Date"), and the period between the Commencement Date and the Expiration Date shall be referred to herein as the "Sublease Term", unless this Sublease shall sooner terminate as provided herein. The Sublessee shall not be permitted to extend the term of the Sublease past the Expiration Date or any earlier termination of the Master Lease. It is understood that in the event that the Sublessee would desire to continue its occupancy of the Subleased Premises for periods subsequent to the expiration of the Master Lease, the Sublessee shall enter into a direct relationship with the Master Landlord, and the Sublessor shall have no liability with respect thereto. Notwithstanding the foregoing, except in connection with the Sublessor's termination option under Paragraph 6B below or a termination of the Master Lease in connection with a default by the Master Landlord, (a) in no event shall the Sublessor voluntarily terminate the Master Lease, and (b) the Sublessor shall indemnify the Sublessee against any and all actual costs, losses, expenses and liabilities suffered by the Sublessee arising solely from termination of the Master Lease (and as a result thereof, termination of this Sublease) to the extent such termination is the result of the Sublessor's default under the Master Lease and is unrelated to any default by the Sublessee hereunder, not including however any consequential or punitive damages.

3. Delivery of Subleased Premises/ Sublessee Improvements. Upon the Commencement Date, provided that the Sublessee has paid the Security Deposit required under Paragraph 5 below, then the Sublessor shall deliver to the Sublessee one-half of the Subleased Premises consisting of no less than 12,418.50 rentable square feet in a location reasonably designated by the Sublessor. It is acknowledged that the Sublessor will continue to occupy and use the remaining portions of the Subleased Premises during the Removal Period (as defined below). The Sublessor shall have 20 business days after the Commencement Date (the "Removal Period") within which to access the Subleased Premises and remove all of the Sublessor's (and its agents', contractors', employees' and invitees') furniture, fixtures and equipment excluding cabling from the IT closets to office and work station locations and other than the Sublessee's FF&E and personal property (collectively, the "Sublessor's FF&E"), provided that such 20 business day period shall, to the extent necessary, be extended to account for any delay caused by the COVID-19 Conditions (as defined below) provided that the Sublessee is then entitled to a pause of the Abatement Period in accordance with Paragraph 4 of this Sublease as a result of such COVID-19 Conditions. Upon the expiration of the Removal

33997706.6

Period, the Sublessor shall have removed all of the Sublessor's FF&E and shall no longer have use or occupancy of the Subleased Premises. The Sublessee and the Sublessor shall reasonably cooperate in connection with the occupancy by both the Sublessor and the Sublessee of the 50th Floor, including the sharing of the IT closets, restrooms and kitchen, and in connection with the removal of the Sublessor's FF&E, during the Removal Period. Except in an emergency, neither party shall have access to the IT closet without reasonable prior notice to the other party, the other party having the opportunity to be present at its election. It is understood that the parties shall cooperate with each other to maintain confidentiality.

The Sublessee Improvements shall be defined in this Sublease as the improvements and work described and/or depicted on Exhibit B attached hereto. In connection with the Sublessee Improvements, the Sublessor shall provide the Sublessee with an allowance equal to \$558,832.50 (the "Sublessee Improvement Allowance"), which Sublessee Improvement Allowance shall be used only to fund the Sublessee Improvements and purchase the Additional FF&E and shall not be used or applied in connection with any other Alteration or purpose. The Sublessee Improvement Allowance shall be payable by the Sublessor to the Sublessee after periodic requisitions (each a "Sublessee Requisition") submitted by the Sublessee to the Sublessor as further described below, provided that the Sublessee is not in Default under this Sublease at the time of the applicable Sublessee Requisition. The Sublessor hereby approves (i) the performance of the Sublessee Improvements in accordance with the scope description set forth on Exhibit B attached hereto (the "Sublessee Improvements Scope of Work") and (ii) Skender Construction as the contractor (the "Contractor") for the Sublessee Improvements. The Sublessee shall obtain the Sublessor's prior written approval of any material changes from the Sublessee Improvements Scope of Work described on attached Exhibit B. It shall be the Sublessee's obligation at the Sublessee's expense to obtain all approvals required under the Master Lease, including without limitation the approval of the Master Landlord to the extent required under the Master Lease, and to comply with all of the provisions of the Master Lease in connection with the Sublessee Improvements, including, without limitation, obtaining all building permits. Notwithstanding any provision to the contrary other than Paragraph 6B, in the event that there are any changes to the Sublessee Improvements from that as depicted on attached Exhibit B and the Master Landlord requires any removals or restorations relating thereto, then the Sublessee, at the Sublessee's expense, shall be responsible for such removals and restorations prior to the expiration or termination of this Sublease, provided that if there is a termination of this Sublease prior to the Expiration Date, the Sublessor may elect in the Sublessor's sole discretion that some or all of such removals or restorations may not be required. The Sublessee shall be responsible for any cost of the Sublessee Improvements in excess of the Sublessee Improvement Allowance. Prior to the payment of any portion of the Sublessee Improvement Allowance, the Sublessee shall deliver to Sublessor a Sublessee Requisition with respect to completed work, which shall be accompanied by (i) copies of all contractors', subcontractors' and materialmens' invoices for the Sublessee Improvements performed in connection therewith, (ii) copies of partial lien waivers from all contractors, subcontractors and materialmen involved in the performance of the Sublessee Improvements referenced in such Sublessee Requisition (which may be conditioned on receipt of payment of sums called for in such Sublessee Requisition), and (iii) in connection with the final Sublessee Requisition (the "Final Requisition"), copies of general releases and lien waivers from all material contractors, subcontractors and materialmen involved in the performance of the Sublessee Improvements, except to the extent previously submitted to the Sublessor. The Sublessee shall pay for all labor and materials in connection with the Sublessee

33997706.6

Improvements (subject to payment of the Sublessee Improvement Allowance as provided herein) and shall comply with all requirements of the Master Lease with respect to mechanics' liens and bonding in connection with the Sublessee Improvements.

4. **Base Rent.** The Sublessee shall pay to the Sublessor Base Rent at such place and/or method as designated by the Sublessor from time to time, as provided below:

<u>Period</u>	<u>Rate per Square Foot</u>	<u>Annual Base Rent</u>	<u>Monthly Installment of Base Rent</u>
Commencement Date – day prior to first anniversary of the Commencement Date	\$30.50	\$757,528.56*	\$63,127.38*
Sublease Year 2	\$31.19	\$774,666.00*	\$64,555.50*
Sublease Year 3	\$31.89	\$792,051.96	\$66,004.33
Sublease Year 4	\$32.61	\$809,934.60	\$67,494.55
Sublease Year 5	\$33.34	\$828,065.64	\$69,005.47
Sublease Year 6	\$34.09	\$846,693.36	\$70,557.78
Sublease Year 7	\$34.86	\$865,817.88	\$72,151.49
Sublease Year 8	\$35.64	\$885,190.68	\$73,765.89
Sublease Year 9	\$36.44	\$905,060.28	\$75,421.69
Sublease Year 10	\$37.26	\$925,426.68	\$77,118.89
Sublease Year 11 – March 30, 2031	\$38.10	\$946,289.76	\$78,857.48

*subject to conditional abatement or partial conditional abatement as provided below

All Base Rent and all other amounts due under this Sublease shall be paid by the Sublessee to the Sublessor by wire transfer to such bank account as directed by the Sublessor from time to time, or as otherwise directed by the Sublessor from time to time, in advance on or before the first day of each calendar month of the Sublease Term. The Rent shall be paid to the Sublessor without notice or demand and without abatement, deduction or set-off in lawful money of the United States, except as expressly set forth in this Sublease. The Base Rent, the Expenses and Taxes and all other amounts due by the Sublessee under this Sublease are referred to herein as "Rent". Rent for any partial months of this Sublease shall be prorated. The Sublessee shall also be responsible to pay any sales taxes or other taxes due with respect to the Rents and amounts due by the Sublessee under this Sublease.

Notwithstanding any provision to the contrary contained herein, the Sublessee shall not be obligated to pay (i) the monthly Base Rent set forth above and Expenses and Taxes due under Paragraph 7 below for the first ten (10) months of the Sublease Term (the "Initial Abatement Period") and (ii) one-half (1/2) of the monthly Base Rent set forth above and Expenses and Taxes due under Paragraph 7 below for months thirteen (13) through eighteen (18) of the Sublease Term (the "Second Abatement Period" and together with the Initial Abatement Period, collectively, the "Abatement Period") (the amounts set forth in the foregoing clauses (i) and (ii) referred to herein as the "Abated Rent"); provided, however, that such rent abatement shall not affect the Sublessee's obligation to pay any other amounts due by the Sublessee under this Sublease or perform any other obligations under this Sublease; and further provided that, if the

33997706.6

Sublessee shall be in Default at any time during the term of this Sublease, and the Sublessor terminates this Sublease due to such Default, the Sublessee shall be responsible for payment within ten (10) days after demand from the Sublessor of all Unamortized Abatement Amounts. For purposes hereof, "Unamortized Abatement Amounts" shall be the unamortized portion (based upon a constant amortization from the Commencement Date through the Expiration Date with eight percent (8%) interest) as of the date of the Default. It is acknowledged that the Sublessee shall be required to pay in full the monthly Base Rent and Expenses and Taxes due under Paragraph 7 below for months eleven (11) and twelve (12) of the Sublease Term, which amounts shall not be abated.

Notwithstanding the foregoing, at any time during calendar year 2020, in the event the Sublessee is denied access to the Subleased Premises by the Master Landlord or the Sublessor or due to any governmental order issued in connection with or with respect to COVID-19 (the "COVID-19 Conditions"), the Sublessee shall not be obligated to pay Base Rent or Expenses or Taxes for the period in calendar year 2020 during which the Sublessee is so denied access to the Subleased Premises, and the Abatement Period described above will be paused during such time period. It is understood by both parties that there are no current governmental orders or orders of the Master Landlord restricting the Sublessor's or the Sublessee's access to the Subleased Premises. Any requirement for social distancing that does not have the effect of restricting access to the Subleased Premises shall not be deemed a restriction in connection with the foregoing.

5. Security Deposit. Prior to the Commencement Date, the Sublessee shall deposit with the Sublessor an unconditional and irrevocable letter of credit (as the same may be increased or decreased as hereinafter provided, the "Letter of Credit Security Deposit") in the initial amount of \$600,000.00 issued by a bank with a Chicago, Illinois office (i.e., wherein said letter of credit may be drawn) reasonably satisfactory to the Sublessor (it is acknowledged that CITIBANK, N.A. is an acceptable bank), and in such form as is reasonably satisfactory to the Sublessor, as security for the full and faithful performance of every provision of this Sublease to be performed by the Sublessee (the Letter of Credit Security Deposit, together with any cash from time to time held by the Sublessor as a part of the security deposit following a draw on the Letter of Credit Security Deposit, collectively, the "Security Deposit"). Upon the occurrence of any Default by the Sublessee, the Sublessor may draw on any Letter of Credit Security Deposit, but only to the extent necessary in the Sublessor's reasonable judgment to cure such Default (provided that the Sublessor may draw upon any Letter of Credit Security Deposit in whole in the event the Sublessee defaults in its obligation to timely deliver a replacement letter of credit as required hereunder, but shall refund the same to Sublessee upon delivery of a qualifying letter of credit), and the Sublessor may use, apply or retain all or any part of the proceeds thereof for the payment of any Rent and any other sum in Default, or for the payment of any other amount which the Sublessor may spend or become obligated to spend by reason of the Sublessee's Default or to compensate the Sublessor for any other loss or damage which the Sublessor may suffer by reason of the Sublessee's Default. If any portion of the Security Deposit is so used or applied, the Sublessee shall within thirty (30) days after written demand therefor cause the issuing bank to restore any Letter of Credit Security Deposit to its original amount, and the Sublessee's failure to do such shall be a Default under this Sublease without any additional notice or cure period required hereunder. The Sublessor shall not be required to keep any proceeds from a draw on the Letter of Credit Security Deposit separate from its general funds,

33997706.6

and the Sublessee shall not be entitled to interest thereon. If the Sublessee shall fully and faithfully perform every provision of this Sublease to be performed by it, the Security Deposit or any balance thereof shall be returned to the Sublessee within thirty (30) days after the expiration of the Sublease Term and the Sublessee's vacation of the Subleased Premises.

Any letter of credit delivered by the Sublessee as the Letter of Credit Security Deposit shall expire no earlier than twelve (12) months after issuance and shall provide for automatic renewals of one (1) year periods unless the issuer has provided the Sublessor written notice of non-renewal at least forty-five (45) days prior to the then expiration date (whereupon the Sublessee shall be obligated to provide a replacement letter of credit or extension thereof, meeting the requirements of this Paragraph 5 no later than thirty (30) days prior to the expiration of any such letter of credit). The Sublessee shall ensure that at all times during the Sublease Term and for thirty (30) days after the expiration of the Sublease Term, the Security Deposit required under this Sublease, subject however to applicable reductions as set forth below, shall be in the possession of the Sublessor. Failure by the Sublessee to deliver an extension of the Letter of Credit Security Deposit or any replacement letter of credit as required in this Paragraph 5 shall entitle the Sublessor to draw under the outstanding letter(s) of credit and to retain the entire proceeds thereof and hold same as a cash Security Deposit (provided that the Sublessee shall thereafter continue to have the right to substitute a Letter of Credit Security Deposit for such cash Security Deposit then being held by the Sublessor, and the Sublessor may thereafter demand such substitution, all in accordance with the requirements of this Paragraph 5). Each letter of credit shall be for the benefit of the Sublessor and its successors and assigns, shall be expressly transferable (but only to a successor sublessor under this Sublease) without any cost to the transferor or the transferee thereof, and shall entitle the Sublessor or its successors or assigns to draw from time to time under the letter of credit in portions or in whole upon presentation of a sight draft.

In the event that the Sublessee is not in monetary default or material non-monetary default (a material non-monetary default being defined as a non-monetary default giving rise to cure costs and/or actual damages reasonably estimated to exceed \$35,000) with respect to any provision of this Sublease as of any respective "Security Deposit Reduction Date" (as set forth below), (i) the Sublessor shall return to the Sublessee, upon the Sublessee's request therefor, that portion of any cash Security Deposit then being held by the Sublessor corresponding to the amount of the "Permitted Security Deposit Reduction" corresponding to such Security Deposit Reduction Date, as set forth below or (ii) Sublessee shall have the right to deliver a replacement letter of credit meeting all of the requirements of this Paragraph 5 except the amount thereof shall be in the amount of the "Remaining Balance of Security Deposit" corresponding to such Security Deposit Reduction Date, as set forth below:

<u>Security Deposit Reduction Date</u>	<u>Permitted Security Deposit Reduction</u>	<u>Remaining Balance of Security Deposit</u>
1 st anniversary of Commencement Date	\$100,000.00	\$500,000.00
2 nd anniversary of Commencement Date	\$100,000.00	\$400,000.00
3 rd anniversary of Commencement Date	\$100,000.00	\$300,000.00
4 th anniversary of Commencement Date	\$100,000.00	\$200,000.00
5 th anniversary of Commencement Date	\$200,000.00	\$0.00

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If the Sublessee is not entitled to a reduction in the Security Deposit on a Security Deposit Reduction Date, then the Sublessee shall not be entitled to any further reduction in the Security Deposit amount required hereunder, provided, however, that notwithstanding the foregoing, the Sublessee may again take the benefit of such reduction and all subsequent reductions if and when such monetary default or material non-monetary default and all other monetary defaults and material non-monetary defaults, if any, have been cured.

6. Termination Options.

A. Sublessee Termination Options. Provided that the Sublessee is not then in Default under this Sublease, the Sublessee shall have the one-time option to terminate this Sublease with respect to the entire Subleased Premises effective on the fifth (5th) anniversary of the Commencement Date (the "Sublessee Termination Date"), provided that the Sublessee delivers written notice thereof to the Sublessor no less than eighteen (18) months prior to the Sublessee Termination Date (the "Sublessee Termination Notice"), and pays the Termination Fee as provided below. In addition, the Sublessee shall pay all Rent and other amounts due and perform all obligations of the Sublessee under this Sublease through and including the Sublessee Termination Date. The Termination Fee shall be payable by the Sublessee to the Sublessor as follows: (a) one-half (1/2) at the time of the Sublessee Termination Notice and (b) the remaining one-half (1/2) prior to the Sublessee Termination Date. The Termination Fee shall be comprised of the unamortized portion (based upon a constant amortization from the Commencement Date through the Expiration Date with eight percent (8%) interest) as of the Termination Date of (a) all brokerage commissions paid by the Sublessor in connection with this Sublease, (b) the Sublessee Improvement Allowance and all costs incurred by the Sublessor in connection with the Sublessee Improvements and (c) the Abated Rent. Any termination shall not abrogate any obligation existing under this Sublease as of the Sublessee Termination Date or otherwise attributable to the Sublessee's occupancy of the Subleased Premises as of the Sublessee Termination Date. In the event of a termination by the Sublessee under this Paragraph 6A, the Sublessee shall be required to make such removals and restorations and deliver the Subleased Premises to the Sublessor in the condition required by this Sublease on the Sublessee Termination Date.

B. Sublessor Termination Option. Provided that Kirkland & Ellis elects to exercise its expansion option as to the 40th Floor and the Sublessor elects to terminate the Master Lease, the Sublessor, at the Sublessor's option, may elect to terminate this Sublease with respect to the entire Subleased Premises effective on March 31, 2024 (the "Sublessor Termination Date"), provided that the Sublessor delivers written notice thereof to the Sublessee not later than February 28, 2023. No Termination Fee shall be due by the Sublessee should the Sublessor elect to terminate the Sublease in accordance with this provision.

Notwithstanding anything to the contrary contained in this Sublease, in the event of a termination by the Sublessor under this Paragraph 6B, the Sublessee shall not be required to make any removals or restorations with respect to the Sublessee Improvements or any Alterations to the extent the Sublessee Improvements and/or Alterations were approved by the Sublessor and the Master Landlord (if such approval was required) and shall deliver the Subleased Premises to the Sublessor on the Sublessor Termination Date in all other respects in the condition required by this Sublease and the Master Lease..

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7. Expenses and Taxes. Commencing on the Commencement Date (subject to abatement during the Abatement Period in accordance with Paragraph 4 above), the Sublessee shall pay as additional rent, all of the Expenses and Taxes due by the Sublessor under the Master Lease relating to the Subleased Premises, it being understood that the Sublessor is required to pay a proportionate share of the Expenses and Taxes as set forth in the Master Lease relating to the Leased Premises. The Sublessee shall pay its proportionate share of Expenses and Taxes relating to the Subleased Premises. The Sublessee's proportionate share of Expenses and Taxes shall be 1.99357% (24,837 RSF/1,245,857 RSF), subject to adjustment, if any, in accordance with the Master Lease. The Sublessee agrees to make monthly estimated payments to the Sublessor as required to be made by the Sublessor under the Master Lease with respect to the Subleased Premises, which payment shall be in advance on the date the Sublessee is required to pay the monthly Base Rent required under Paragraph 4 above. For partial years of this Sublease, the amounts of Expenses and Taxes for the Subleased Premises shall be prorated between the Sublessor and the Sublessee (subject to abatement during the Abatement Period as set forth in Paragraph 4 above). Expenses and Taxes shall have the meanings as set forth in the Master Lease. The amounts of such Expenses and Taxes shall be reconciled each year in the manner provided under the Master Lease upon receipt of such information from the Master Landlord. The Sublessee, at the Sublessee's expense, shall be permitted to request that the Sublessor, and if so requested the Sublessor shall, exercise its audit rights under Section 5E of the Master Lease provided that the Sublessee complies with the provisions of Master Lease and pays all costs in connection therewith.

8. AS IS; No Alterations or Improvements by the Sublessor. The Sublessor shall not be required to make any improvements or alterations to the Subleased Premises whatsoever. The Sublessee accepts the Subleased Premises "AS IS, WHERE IS, WITH ALL FAULTS" in their existing condition without any representation or warranty by the Sublessor, except that the Sublessor shall remove the Sublessor's FF&E in accordance with Paragraph 3 above. The Sublessor has not made and is not making any express or implied representations or warranties whatsoever with respect to the Subleased Premises, including without limitation any representation or warranty regarding the condition of the Subleased Premises, state of repair, safety, fitness for any particular purpose, accuracy of dimensions, whether the improvements are structurally sound, in good condition or in compliance with applicable laws, codes, ordinances and regulations, including without limitation, any relating in any way to hazardous substances or any environmental matters, or ADA compliance. The Sublessee acknowledges that the Sublessee is entering into this Sublease based solely upon the Sublessee's own inspections, investigations and financial analysis of the Subleased Premises, without relying upon any statement, representations or warranties made by the Sublessor or by any agent or by any other person. It is acknowledged that the Sublessee has conducted a thorough walk through of the Subleased Premises and that the Subleased Premises and the FF&E are in good condition and acceptable to the Sublessee.

9. Net Sublease. Subject to abatement during the Abatement Period in accordance with Paragraph 4 above, it is understood that this Sublease is a net Sublease and that the Sublessee shall be responsible for payment and performance of all obligations of the Sublessor, as Tenant under the Master Lease with respect to the Subleased Premises, except for the payment of the Base Rent and Security Deposit as set forth in the Master Lease (the Sublessee paying the

33997706.6

Base Rent and Security Deposit as set forth in Paragraphs 4 and 5 of this Sublease) and as otherwise set forth herein.

10. Master Lease. It is understood that the Sublessor acquired its interest in the Leased Premises pursuant to the Master Lease. This Agreement shall constitute a sublease of the Leased Premises. It is understood that the Sublessee's use and occupancy of the Subleased Premises is subject to the terms of the Master Lease and the Sublessee shall not, through the action(s) or inaction(s) of itself, or its agents, contractors, employees or invitees violate, cause to be violated or permit to be violated any of the provisions of the Master Lease. In the event of any conflict between the terms of this Sublease and the Master Lease, as between the Sublessee and the Sublessor, the terms of this Sublease shall control; provided, however, that this Sublease shall remain subordinate to the Master Lease. A redacted copy of the Master Lease is attached hereto as Exhibit C. Except for the payment of the Base Rent and Security Deposit under the Master Lease, and except as otherwise set forth in this Sublease, the Sublessee agrees to comply with and pay and perform all duties, covenants and obligations of the Sublessor, as Tenant under the Master Lease, with respect to the Subleased Premises and agrees to be bound by the terms of the Master Lease as fully and to the same extent as if the Sublessee were the Tenant under the Master Lease with respect to the Subleased Premises. The Sublessee shall be responsible for all repairs and maintenance of the Subleased Premises which are the Sublessor's obligation as provided in the Master Lease. Upon the written request of the Sublessee, at the Sublessee's cost, (a) the Sublessor shall make a written demand upon, and use commercially reasonable efforts to cause, the Master Landlord to perform its obligations under the Master Lease with respect to the Subleased Premises, including, without limitation, the provision of services and utilities, if Master Landlord fails to perform same within the time frame and in the manner required pursuant to the Master Lease, and (b) the Sublessor shall use commercially reasonable efforts to obtain the Master Landlord's consent or approval whenever required by the Master Lease. The Sublessor covenants and agrees to take all actions required of the Sublessor under the Master Lease, including, without limitation, timely payment of all rents and other sums due under the Master Lease, and take all further actions necessary and prudent to avoid a default by the Sublessor under the Master Lease, provided that any such default is unrelated to any default by the Sublessee hereunder. The Sublessor shall deliver to the Sublessee with reasonable promptness copies of all default notices received from or delivered to the Master Landlord to the extent the Subleased Premises are affected thereby. The Sublessor agrees that it shall not amend, modify, or otherwise change the Master Lease in any manner which would materially increase the obligations or materially decrease the rights of the Sublessee under this Sublease.

It is understood that the Sublessor shall be able to enforce against the Sublessee the obligations for which the Sublessee is responsible under the Master Lease to the extent provided herein, and the Sublessor shall be entitled to all rights and remedies which may be available to the Master Landlord in connection therewith. In addition, the Sublessor shall also be entitled to all other rights and remedies available under law and/or equity. The Sublessor shall not be responsible for performance of the Master Landlord's obligations under the Master Lease, or the failures or defaults by the Master Landlord under the Master Lease. In the event the Master Landlord fails to comply with its obligations under the Master Lease, the Sublessor agrees to reasonably cooperate with the Sublessee in seeking the Master Landlord's compliance with its obligations to the Sublessor under the Master Lease. In the event the Sublessor makes any requests, demands or claims with respect to the Master Landlord's failure to comply with the

33997706.6

Master Landlord's obligations under the Master Lease as to the Leased Premises, the Sublessor shall include the Subleased Premises, to the extent applicable, in such requests, demands or claims so that the Sublessee and the Subleased Premises may obtain the benefit of the fulfillment of the Master Landlord's obligations under the Master Lease related to the Subleased Premises. The Sublessor assumes no liability for any covenants, representations or warranties made by the Master Landlord under the Master Lease. Performance by the Master Landlord shall be deemed to be accepted by the Sublessee as performance by the Sublessor herein. The Sublessor hereby grants to the Sublessee the Sublessor's rights under the Master Lease to receive from the Master Landlord services (including without limitation the right to the non-exclusive use of any Common Areas (as defined in the Master Lease)) and repairs with respect to the Subleased Premises to the extent that the Sublessor is entitled to (a) receive same under the Master Lease and (b) to grant same to the Sublessee. The Sublessor shall reasonably cooperate with the Sublessee so that the Master Landlord allows the Sublessee the right to use on a non-exclusive basis the Common Areas available to all Building tenants, including without limitation the Common Conference Center. In the event the Sublessor is entitled to an abatement of rent under the Master Lease that is the result of a disruption or failure to provide services and repairs ("Disruption") and such Disruption impacts the Subleased Premises, then the Sublessor will seek such abatement at no cost to the Sublessor and grant to the Sublessee an abatement of rent to the extent the Sublessor receives an abatement of rent from the Master Landlord for all or part of the Subleased Premises in an amount not to exceed the lesser of (a) the Rent under this Sublease allocable to the portion of the Subleased Premises subject to the Disruption occurring during the Sublease Term and (b) the amount of the abatement received by the Sublessor which is allocable to the portion of the Subleased Premises subject to the Disruption during the Sublease Term. If and to the extent received by or made available to the Sublessor, the Sublessee shall also be entitled to a similar pro rata portion (relating to the Subleased Premises) of any abatement of Rent under this Sublease in the event the Sublessor's Rent is abated under the Master Lease as to the Subleased Premises for any other reason, including without limitation, casualty and condemnation. It is understood that whenever the consent or approval of the Master Landlord is required with respect to any action or omission of the Sublessee, the Sublessee shall be required to first obtain the prior written approval or consent of the Sublessor, and if consented to or approved by the Sublessor, then such matter shall be submitted to the Master Landlord for its approval or consent. The Sublessee shall pay any charges or fees required by the Master Landlord and/or the Master Lease in connection with submitting for and/or obtaining such consent.

11. Consent of Master Landlord. It is understood that the consent of the Master Landlord is required in connection with this Sublease, and that this Sublease is contingent upon obtaining said consent, the preliminary and conceptual approval as to the Sublessee Improvements and confirmation as to no removals or restorations set forth in Paragraph 2 above. The Sublessor and the Sublessee shall use good faith efforts to obtain such consent, approval and confirmation. Either the Sublessor or the Sublessee may terminate this Sublease by written notice to the other in the event that such consent, approval and confirmation from the Master Landlord is not obtained on or before May 31, 2020.

12. Use. The Sublessee shall use the Subleased Premises only for non-governmental business office use and/or other ancillary uses permitted by law and consistent with Class-A office buildings in downtown Chicago, Illinois, as provided in the Master Lease, and for no other

33997706.6

purpose whatsoever without the prior written consent of the Sublessor and the Master Landlord. The Sublessee shall use the Subleased Premises only in accordance with and in compliance with this Sublease and the Master Lease and also only in compliance with all applicable laws, codes, ordinances and regulations.

13. Parking. The Sublessee shall not be required to provide any parking to the Sublessee. The Sublessee shall contract directly with the Master Landlord and pay for any parking desired by the Sublessee. The Sublessor shall reasonably cooperate at no cost to the Sublessor in connection with any efforts by the Sublessee to obtain parking from the Master Landlord.

14. Signage. The Sublessee shall not have any signage rights other than Building directory signage and signage in the elevator lobby of the Subleased Premises but only in accordance with the Master Lease. It is expressly understood and agreed that the Sublessee shall not have any rights with respect to the Lobby Signage (described in Section 36 of the Master Lease) or the monument sign (described in Section 10 of the Second Amendment to the Master Lease or Section 10h of the Third Amendment of the Master Lease), all of such rights remaining the sole rights of the Sublessor. If the Sublessee desires any additional signage, it shall obtain same directly from the Master Landlord, at the Sublessee's expense, provided however that any such rights obtained shall not adversely affect or reduce any of the signage rights of the Sublessor under the Master Lease. Subject to the foregoing sentence, the Sublessor shall reasonably cooperate at no cost to the Sublessor in connection with any efforts by the Sublessee to obtain signage rights from the Master Landlord.

15. Utilities. Commencing upon delivery of possession of the Subleased Premises or any part thereof the Sublessee and continuing for the remainder of the Sublease Term, the Sublessee shall contract in the Sublessee's name, and promptly pay all charges, for utilities for telephone, telecommunications, internet or other data transmission or utility services as to the Subleased Premises. Electrical services are separately metered or submetered and the Sublessee shall pay such charges relating to the Subleased Premises. Such shall be paid as required by the Master Lease.

16. Excess HVAC Usage After Hours HVAC/Special Services. In the event that the Sublessee's usage of HVAC is other than Monday through Friday from 8:00 A.M. to 8:00 P.M. and Saturday from 8:00 A.M. to 4:00 P.M., Holidays excepted (as defined in and subject to the provisions of the Master Lease), or is in excess of typical office usage or as permitted under the Master Lease, or requires supplemental air conditioning units, or the Sublessee requests additional services such as after-hours HVAC, special cleaning or other services, then the Sublessee shall pay the additional costs relating thereto. Such amounts shall be due when such are billed by the Master Landlord or are due in accordance with the Master Lease. The Sublessee shall comply with the requirements and provisions of the Master Lease and pay all amounts in connection therewith, all in accordance with the Master Lease, relating to the Subleased Premises.

17. Assignment or Subletting. The Sublessee shall not voluntarily, involuntarily, or by operation of law, assign or encumber this Sublease, in whole or in part, or sublet the whole or any part of the Subleased Premises or permit any other person(s) to occupy the same without the

33997706.6

prior written consent of the Sublessor (to the extent Master Landlord's consent is required under, and in accordance with the Master Lease but subject to the provisions below) and the Master Landlord (to the extent required under, and in accordance with the Master Lease). To the extent such consent is required hereunder, if the Sublessor approves the requested assignment or subletting by the Sublessee, the Sublessor hereby agrees that the Sublessee, at the Sublessee's expense, may request the consent of the Master Landlord. If the Sublessee is a corporation, partnership or other entity, any transfer or series of transfers resulting in a transfer of control of the Sublessee shall not be deemed an assignment hereunder; provided, however, that the foregoing shall not obviate the requirement for Master Landlord consent to the extent the same is required under the Master Lease. The term control as used herein means the power to directly or indirectly direct or cause the direction of the management or policies of the Sublessee, provided that, in the case of a closely held professional service firm, a transfer of control shall mean the withdrawal or change of more than 50% of its equity owners within a 12-month period, subject to the provisions of the Master Lease. Consent by the Sublessor or the Master Landlord to any assignment, sublease or other transfer shall not be deemed consent to any further assignment or transfer. The Sublessee shall remain fully and primarily liable under the Sublease in the event of any assignment, sublease or transfer, whether consent is given or not (except as may be otherwise expressly set forth in writing in such consent by the Sublessor). The Sublessor's consent to any assignment or transfer shall not be unreasonably withheld, conditioned or delayed and shall be subject to the same provisions, limitations and exceptions as set forth in Section 17 of the Master Lease except that the right of the Sublessor to sublease or license 12,500 rentable square feet without consent as provided in Section 17A of the Master Lease shall not be applicable as to any assignment or subletting by the Sublessee. The Sublessee shall be responsible for full compliance with all provisions of the Master Lease relating to assignment or subletting by the Sublessee. The Sublessor shall not have a right of recapture, the Master Landlord however having all rights as provided in the Master Lease. The Sublessee shall pay 50% of any net consideration received by the Sublessee in connection with any assignment, transfer or sublease which exceeds the amount due by the Sublessee under this Sublease (after deducting reasonable subleasing or assignment costs including reasonable brokerage commission, reasonable attorney fees, tenant improvement costs other tenant concessions, and lease buyout costs). Notwithstanding any provision to the contrary contained herein, the Sublessee may assign this Sublease to subsidiaries or affiliates or successor entities without the Sublessor's prior written consent, provided (i) that the Sublessee provides written notice to the Sublessor not later than five (5) days after the assignment; (ii) except if the assignment occurs by operation of law, the assignee shall assume the obligations of the Sublessee in this Sublease and a copy of the assignment/assumption document is provided to the Sublessor not later than five (5) days after the assignment; (iii) the Master Landlord's consent is obtained to the extent such consent is required under the Master Lease; and (iv) the Sublessee remains fully and primarily liable under this Sublease.

18. Alterations. Except as provided in Paragraph 3 of this Sublease and for interior decorating alterations as described in Section 12D of the Master Lease (provided the threshold amount is changed to \$62,500.00), the Sublessee shall not be permitted to make any alterations, replacements, improvements, additions or changes (collectively, "Alterations") to the Subleased Premises without the prior written consent of the Sublessor, which approval shall not be unreasonably withheld, conditioned or delayed. In addition it shall be the Sublessee's responsibility to obtain the approval of the Master Landlord (to the extent required under, and in

33997706.6

accordance with the Master Lease) and to comply with the provisions of the Master Lease with respect to any Alterations. It is understood that to the extent the Sublessee's use of or Alterations to the Subleased Premises requires modifications to the Subleased Premises or other areas outside of the Subleased Premises in order to comply with applicable laws, codes, ordinances, rules or regulations, including without limitation ADA, the Sublessee shall be responsible for such compliance at the Sublessee's expense. Subject to Paragraph 6 above, in the event the Master Landlord in accordance with the Master Lease requires any Alteration made by or for the Sublessee (other than the Sublessee Improvements) to be removed, then the Sublessee, at the Sublessee's expense, shall be responsible for such removal and restoration prior to the expiration of the Sublease, subject however to the election by the Sublessor in its sole discretion not to require such removal or restoration. The Sublessee shall prior to the expiration or termination of this Sublease (i) remove its personal property and any cabling installed by the Sublessee unless the Sublessor elects otherwise, and (ii) if required by the Master Landlord in accordance with the Master Lease, remove any Alterations made by the Sublessee and any changes to the Sublessee Improvements, and any cabling (electrical, voice/data, security, etc.) installed, created, modified or used by the Sublessee and make all applicable restorations in connection with the foregoing, unless the Sublessor elects otherwise. Notwithstanding anything to the contrary contained herein, it is hereby confirmed that the Sublessee shall not be required to remove the Sublessee Improvements.

19. Access. Upon reasonable prior notice (provided that no prior notice shall be required in case of an emergency), the Sublessor shall be permitted to have access to the Subleased Premises for inspection and investigation purposes, verifying compliance with this Sublease and the Master Lease, curing (at its option) any Default of the Sublessee, or any other reasonable purpose, provided that the Sublessor uses commercially reasonable efforts to avoid interfering with the Sublessee's use and occupancy of the Subleased Premises. The Master Landlord shall also be permitted to have access to the Subleased Premises as set forth in the Master Lease.

20. Insurance. The Sublessee shall throughout the Subleased Term procure, carry and maintain, at the expense of the Sublessee, insurance with respect to the Subleased Premises as provided in Section 13A of the Master Lease. All such insurance shall comply with all terms and conditions of the Master Lease, including without limitation Section 13A of the Master Lease. Such insurance shall name the Sublessor, the Master Landlord, and any other parties required by the Master Landlord, as additional insureds. Evidence of such insurance shall be provided to the Sublessor prior to occupancy by the Sublessee, and not less than thirty (30) days prior to the expiration date of such policy, a certificate of a renewal thereof shall be delivered to the Sublessor. Such policy shall further provide that not less than thirty (30) days prior written notice shall be given to the Sublessor before such policy may be canceled or any of the insurance coverage reduced. The Sublessee shall also carry and maintain property insurance on the personal property of the Sublessee and the FF&E (for the full replacement value thereof) and the Sublessor shall not be liable for any loss or damage to such property or the FF&E. In the event of loss or damage to the FF&E, the Sublessee shall be responsible for the repair and/or replacement thereof.

21. Waiver of Subrogation. To the extent not prohibited by law, the Sublessor and the Sublessee hereby mutually release and waive their respective rights of recovery against the

33997706.6

other for any loss insured by fire, extended coverage, All Risks or other insurance now or hereafter existing for the benefit of the respective party (including, without limitation, the amount of any deductible maintained as a part of such insurance).

22. Damage or Destruction. In the event the Building containing the Subleased Premises or the Subleased Premises is damaged or destroyed in whole or in part by fire or other cause whatsoever during the term of this Sublease, this Sublease shall continue in full force and effect to the extent the Master Lease remains in effect, and the Master Landlord shall repair and restore the damage as provided in the Master Lease, unless the Master Lease is terminated pursuant to the Master Lease. To the extent that the Subleased Premises are rendered wholly or partially untenantable, the Rent shall proportionally abate to the extent that the Subleased Premises are unusable for the Use set forth herein provided that the Rent due by the Sublessor under the Master Lease for the Subleased Premises is similarly abated.

23. Condemnation. If a substantial part of the Subleased Premises shall be taken for any public or quasi-public use under governmental law, ordinance, or regulation or by right of eminent domain, or by private purchase in lieu thereof (a "Taking" or "Taken"), and the Taking would prevent or materially interfere with the Sublessee's use of the Subleased Premises, then upon written notice from the Sublessee to the Sublessor within thirty (30) days of such Taking, this Sublease shall terminate and Rent and all other rents and amounts herein shall be apportioned as of said date. If part of the Subleased Premises shall be Taken and this Sublease is not terminated as provided above, the Rent payable hereunder during the unexpired term of this Sublease shall be reduced to such extent as may be fair and reasonable under the circumstances. If the Master Lease terminates as a result of condemnation, this Sublease shall terminate. In the event of any such Taking, the award shall be shared between the Master Landlord and the Sublessor as set forth in the Master Lease, except that the Sublessee may make a claim against the condemning authority for such moving expenses and relocation benefits as may be available to the Sublessee, under applicable law, provided same does not reduce the awards to the Master Landlord and/or the Sublessor.

24. Repairs and Maintenance. The Sublessee, at the Sublessee's expense, shall be responsible for all repairs and maintenance required of the Sublessor, as Tenant, under the Master Lease with respect to the Subleased Premises (including without limitation those repair, maintenance and replacement obligations under Section 11A of the Master Lease). The Sublessee shall comply with the provisions of the Master Lease as to any of such repairs, maintenance or replacements.

25. Indemnity. Except to the extent caused by the Sublessor's negligence or willful acts, the Sublessee shall indemnify, defend, and save harmless the Sublessor against and from all costs, expenses, liabilities, losses, damages, injunctions, suits, actions, fines, penalties, claims and demands of every kind or nature, including reasonable attorney's fees incurred in connection therewith, by or on behalf of any person, party or governmental authority whatsoever arising out of (a) any failure by the Sublessee to pay or perform any of the agreements, terms, covenants or conditions of this Sublease or the Master Lease relating to the Subleased Premises for which the Sublessee is responsible, (b) any accident, injury or damage which shall happen in or about the Subleased Premises caused by the Sublessee or its employees, agents or invitees and any matter or thing growing out of the condition, occupation, maintenance, alteration, repair, use or

33997706.6

operation of the Subleased Premises or any part thereof during the Sublease Term, (c) the construction of the Sublessee Improvements or in any way relating to the Sublessee Improvements, and (d) any mechanics liens or other liens filed against or affecting the Subleased Premises or any equipment therein or any materials used in the construction or alteration of any building or improvement thereon by or at the direction of the Sublessee, including without limitation the Sublessee Improvements. This indemnification shall survive the termination or expiration of this Sublease.

26. Default. Each of the following events shall be a default hereunder by the Sublessee and a breach of this Sublease (a "Default"):

(a) the Sublessee fails to pay any installment or other payment of Rent when due and does not then make such payment within five (5) business days after written notice of such failure from Sublessor to Sublessee;

(b) the Sublessee fails to observe or perform any of the other covenants, conditions or provisions of this Sublease or the Master Lease relating to the Subleased Premises for which the Sublessee is responsible and fails to cure such default within fifteen (15) days after written notice thereof to the Sublessee (provided that such fifteen (15) day period shall be extended for the time reasonably required to complete such cure, not exceeding, in any event an additional one hundred fifty (150) days, as the same may be extended by Force Majeure (as such term is defined in the Master Lease) (but in no event longer than the Sublessor would have to cure same under the Master Lease), if such failure cannot reasonably be cured within such fifteen (15) day period and the Sublessee commences to cure such failure within such fifteen (15) day period and thereafter diligently and continuously proceeds to cure such failure);

(c) the interest of the Sublessee in this Sublease is levied upon under execution or other legal process, which in the case of an involuntary action is not discharged within ninety (90) days;

(d) a petition is filed by or against the Sublessee to declare the Sublessee bankrupt or seeking a plan of reorganization or arrangement under any Chapter of the Bankruptcy Code (or any similar law for the relief of debtors), or any amendment, replacement, or substitution therefor, or to delay payment of, reduce or modify the Sublessee's debts, which in the case of an involuntary action is not discharged within ninety (90) days;

(e) the Sublessee is declared insolvent by law or any assignment of the Sublessee's property is made for the benefit of creditors;

(f) a receiver is appointed for the Sublessee or the Sublessee's property, which appointment is not discharged within ninety (90) days; or

(g) upon the dissolution of the Sublessee (except as part of a reorganization permitted under Paragraph 17 of this Sublease, provided the obligations of the Sublessee under this Sublease are assumed as required thereunder).

33997706.6

If any Rent or any other amount is not paid within five (5) business days after Sublessee's receipt of written notice that the same is due, such amount shall bear and the Sublessee shall pay interest at the rate of two (2) percentage points above the Prime Rate announced by JPMorgan Chase (or its successor) in Chicago, Illinois, but in no event greater than the highest rate permitted by law. In addition, the Sublessee shall pay a late charge for any Rent payment which is paid more than five (5) business days after the Sublessee's receipt of written notice that same was not paid when due equal to three percent (3%) of such Rent payment. In no event shall any interest or late charge due exceed the amounts permitted by applicable law.

During the existence of a Default, the Sublessor shall have the right to enter the Subleased Premises for the purpose of correcting or remedying any Default and to remain therein until the same has been corrected or remedied but neither any such expenditure nor any such performance by the Sublessor shall be deemed to waive or release the Sublessee's Default or the right of the Sublessor to take such action as may be otherwise permissible in case of such Default.

If the Sublessee shall be in Default under this Sublease, the Sublessor shall be entitled to the following remedies:

(a) The Sublessor may elect to terminate the balance of the Sublease Term then remaining under this Sublease, in which event the Sublessor forthwith may repossess the Subleased Premises according to applicable law and the Sublessee shall pay at once to the Sublessor as liquidated damages, the sum of money equal to the Rent and all other sums provided to be paid by the Sublessee to the Sublessor for the balance of the Sublease Term as if the Sublease Term had not been terminated, less the fair market subrental value of the Subleased Premises for said period; and

(b) The Sublessor may elect to terminate the Sublessee's right to possession of the Subleased Premises without terminating this Sublease. Upon and after entry into possession without terminating this Sublease, the Sublessor may resublet all or any part of the Subleased Premises for the account of the Sublessee for such rent and upon such terms as the Sublessor reasonably determines. The Sublessor shall use reasonable efforts to mitigate the Sublessee's damages as required by applicable law and to resublet the Subleased Premises on such terms as the Sublessor shall deem reasonably appropriate. All consideration received from any resubletting shall be the sole property of the Sublessor, and if the consideration collected by the Sublessor upon any such resubletting is not sufficient to pay the rental reserved in this Sublease, together with the reasonable out-of-pocket costs of repairs, alterations, additions, redecorating and the Sublessor's other reasonable expenses incurred in connection with the termination of the Sublessee's right to possession, including without limitation reasonable brokerage commissions and attorney fees, the Sublessee shall pay to the Sublessor the deficiency upon demand.

It is understood that in connection with a Default of the Sublessee under this Sublease, the Sublessor shall also have all of the rights and remedies which would be available to the Master Landlord in connection with a default under the Master Lease and the Sublessor shall also have all rights and remedies under law or equity. The remedies stated herein are not exclusive.

33997706.6

27. Environmental. The Sublessee shall comply with Section 22 of the Master Lease. The Sublessee hereby indemnifies the Sublessor and the Sublessor's partners, officers, directors, employees and agents and agrees to hold the Sublessor and the Sublessor's partners, officers, directors, employees and agents harmless from and against any and all losses, liabilities, damages, injuries, fines, costs, expenses, including without limitation reasonable attorneys' fees and costs of investigation, and claims of any and every kind whatsoever paid, incurred or suffered by, or asserted against the Sublessor for, with respect to, or as a direct or indirect result of the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission, discharging or release of any Hazardous Substance upon, within or over the Subleased Premises by the Sublessee, or its agents, contractors, employees or invitees or arising as a result of Sublessee's use of the Subleased Premises. The Sublessor hereby indemnifies the Sublessee and the Sublessee's partners, officers, directors, employees and agents and agrees to hold the Sublessee and the Sublessee's partners, officers, directors, employees and agents harmless from and against any and all losses, liabilities, damages, injuries, fines, costs, expenses, including without limitation reasonable attorneys' fees and costs of investigation, and claims of any and every kind whatsoever paid, incurred or suffered by, or asserted against the Sublessee for, with respect to, or as a direct or indirect result of the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission, discharging or release of any Hazardous Substance upon, within or over the Subleased Premises by the Sublessor, or its agents, contractors, employees or invitees or arising as a result of Sublessor's use of the Subleased Premises. The provisions of this Section shall survive the expiration or termination of this Sublease. The Sublessee shall execute and deliver such Environmental disclosures as are required by the Master Landlord pursuant to the terms of the Master Lease.

28. Attorney's Fees. If any party hereto seeks legal recourse to enforce the payment and performance of this Sublease, the prevailing party shall be entitled to recover all costs and expenses of enforcement, including reasonable attorneys' fees, incurred in connection therewith.

29. Notices. Each notice, request, demand or other communication by any party to the other required or permitted by this Agreement shall be in writing and shall be personally delivered, sent by U.S. Certified Mail, return receipt requested (postage prepaid) or by overnight commercial courier (charges prepaid), addressed to the address of the receiving party set forth below or to such other address that such party shall have communicated to the other party in accordance with this Paragraph 29. Any notice, request, demand or other communication hereunder shall be deemed to have been given when personally delivered, on the third business day following the date of sending when sent by certified mail, and on the first business day following the date of sending when sent by overnight commercial courier.

(a) If to the
Sublessee, to:

Willkie Farr & Gallagher LLP
787 Seventh Avenue
New York, NY 10019
Attn: Thomas J. Henry, Esq.

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with a copy to:

Willkie Farr & Gallagher LLP
787 Seventh Avenue
New York, NY 10019
Attn: Peter Fradkin

(b) If to the
Sublessor, to:

Quarles & Brady LLP
411 E. Wisconsin Avenue
Suite 2400
Milwaukee, WI 53202
Attn: Firm Managing Partner

with a copy to:

Quarles & Brady LLP
411 E. Wisconsin Avenue
Suite 2400
Milwaukee, WI 53202
Attn: Chief Operating Officer

30. Surrender. The Sublessee shall on the Expiration Date, or upon the sooner termination of the Sublease Term, and subject to Paragraphs 3, 6, and 18 of this Sublease, peaceably and quietly surrender and deliver the Subleased Premises to the Sublessor broom-clean and in as good condition and repair as existed when Sublessee took possession and as thereafter improved, except for reasonable wear and tear, damage caused by casualty that is the Master Landlord's express responsibility under the Master Lease, and repairs that are Master Landlord's express responsibility under the Master Lease and as required to be delivered under the Master Lease (except that Sublessee shall have no obligation to remove any Alterations or other improvements that were existing in the Subleased Premises as of the Commencement Date). The Sublessee shall be required to make the removals and restorations required under Paragraphs 3, 6 and 18 of this Sublease. Any damage caused in connection with any removals shall be repaired at Sublessee's expense.

31. Intentionally Omitted.

32. Brokerage. Each party represents and warrants to the other party that it has not dealt with any real estate broker with respect to this Sublease other than CBRE ("Sublessee's Broker") and Cushman & Wakefield ("Sublessor's Broker"), and that no other broker is entitled to any commission in connection with this Sublease. The Sublessee agrees to indemnify and hold harmless the Sublessor with respect to all claims of any other real estate brokers or finders for commissions or fees in connection with this Sublease arising from the Sublessee's actions. The Sublessor agrees to indemnify and hold harmless the Sublessee with respect to all claims of any other real estate brokers or finders for commissions or fees in connection with this Sublease arising from the Sublessor's actions. The Sublessor shall pay the commission amount due to Sublessor's Broker per a separate agreement with Sublessor's Broker, and out of said commission, the Sublessee's Broker shall be paid its commission pursuant to a separate agreement between Sublessor's Broker and Sublessee's Broker.

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33. Authority. Each party represents and warrants to the other that all necessary approvals and corporate actions have occurred in order to make this Sublease binding against such party.

34. Holding Over. In the event the Sublessee or any assignee or sublessee of the Sublessee shall holdover after the expiration of the Sublease Term, such holding over shall create a month-to-month tenancy upon all of the terms and conditions of this Sublease, except that Sublessee shall pay Rent during such holding over at 125% of the rate of Base Rent and 100% of the rate of Additional Rent in effect immediately preceding such holding over, for up to the first thirty (30) days of such holding over, and at 150% of the rate of Base Rent and 100% of the rate of Additional Rent in effect immediately preceding such holding over, for any holdover period exceeding the first thirty (30) days thereof, in any case computed on a monthly basis for each month (or, if a partial month, on a prorated basis for such partial month) that Sublessee remains in possession. In addition, the Sublessee shall be responsible for any other damages actually incurred by the Sublessor as a result of said holdover, including without limitation any holdover amounts and damages due to the Master Landlord under the Master Lease as to the entire Leased Premises.

35. Severability. The invalidity of any provision of the Master Lease or this Agreement, or any portion thereof, shall not affect the validity of any other provision of the Master Lease or this Agreement, or the remaining portion of the applicable provision therein.

36. Binding Effect. This Sublease shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns; provided, however, that this shall not be construed to constitute the consent of the Sublessor to any assignment or subletting of the Subleased Premises by the Sublessee not otherwise in accordance with the express terms of Paragraph 17 of this Sublease.

37. TIME OF THE ESSENCE. TIME IS OF THE ESSENCE as to all dates and time periods set forth in this Sublease.

38. Patriot Act. The Sublessor and the Sublessee each represent and warrant to the other party that it is not acting directly or indirectly, for or on behalf of any person, group, entity or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism, and that they are not engaged in this transaction directly or indirectly on behalf of any such person, group, entity or nation. Each party hereby agrees to defend, indemnify and hold harmless the other party from and against any and all claims, damages, losses, risks, liabilities and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the foregoing representation and warranty.

39. Intentionally Omitted.

40. Limitation of Liability.

A. It is expressly understood and agreed by the Sublessee that none of the Sublessor's covenants, undertakings or agreements are made or intended as personal covenants,

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undertakings or agreements by the Sublessor's (or any successor partnership's) partners, and any liability for damage or breach or nonperformance by the Sublessor shall be collectible out of the assets of the Sublessor as opposed to the assets of any individual partners of the Sublessor, and no personal liability is assumed by, nor at any time may be asserted against the Sublessor's partners or any of its or their officers, agents, employees or legal representatives, successors or assigns, all of such liability, if any, being expressly waived or released by the Sublessee. For purposes of this Sublease, any obligation owed by a partner of the Sublessor to the Sublessor in any negative capital account of a partner of the Sublessor shall not be considered an asset of the Sublessor.

B. It is expressly understood and agreed by the Sublessor that none of the Sublessee's covenants, undertakings or agreements are made or intended as personal covenants, undertakings or agreements by the Sublessee's (or any successor partnership's) partners, and any liability for damage or breach or nonperformance by the Sublessee shall be collectible out of the assets of the Sublessee as opposed to the assets of any individual partners of the Sublessee, and no personal liability is assumed by, nor at any time may be asserted against the Sublessee's partners or any of its or their officers, agents, employees or legal representatives, successors or assigns, all of such liability, if any, being expressly waived or released by the Sublessor. For the purposes of this Sublease, any obligation owed by a partner of the Sublessee to the Sublessee in any negative capital account of a partner of the Sublessee shall not be considered an asset of the Sublessee.

41. Confidentiality/Publicity. Each of the Sublessor and the Sublessee agrees that it shall not (except as permitted below) disclose the non-public terms of this Sublease (including, to the extent non-public, the amount of the Rent and other financial terms of this Sublease) or any financial statements delivered by either the Sublessor or the Sublessee or any contents thereof, to any other person or entity without the prior written consent of the other party. Notwithstanding the foregoing, either party may, without the consent of the other, disclose such financial terms and materials to: (a) its respective partners, attorneys and staff, officers, directors, members, managers, employees, brokers, consultants and advisors, existing or prospective transferees, merger parties, the Master Landlord, mortgagees, and lenders, provided (in each case) that such persons and entities are advised of the obligation not to disclose such information and agree not to disclose such information except as otherwise permitted hereunder, (b) the extent required by applicable laws (including any valid subpoena or any order of a court of competent jurisdiction), or (c) any person or entity to the extent reasonably deemed necessary by such party to enforce and/or exercise its rights and remedies under this Sublease, or to defend itself in connection with any claim, demand, suit or proceeding in connection with this Sublease or the Subleased Premises. All press releases issued or other public communications made at any time hereafter by the Sublessor, the Sublessee, or either of their respective brokers concerning the Sublessor's or the Sublessee's execution of this Sublease, the duration of the Term, the size of the Subleased Premises, the location of the Subleased Premises, and the individuals involved in the negotiation and execution of this Sublease shall be subject to the prior written approval of the Sublessor and the Sublessee. Sublessor and Sublessee shall cooperate with each other in connection with the timing of any press release.

42. Inapplicable Provisions. It is understood that the Sublessee shall not have any of the rights of the Sublessor set forth in the Master Lease, including without limitation rights that

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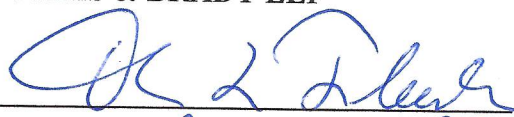
the Sublessor may have as to expansion and/or renewal, except as expressly set forth in this Sublease. It is acknowledged that the following provisions of the Master Lease shall not be applicable as to this Sublease: Sections 1, 2, 3C, 4, 5B(i), 7, 21, 26, 27, 28, 29I, 30, 31, 32, 33, 34, 36B and C, 38, 39, 40, 41, and Exhibits B, C, F, G, H, I and J of the Master Lease; Sections 1, 2, 3, 5, 6, 7, and 8 of the First Amendment; all of the Second Amendment; and all of the Third Amendment (except Section 3), of the Master Lease.

43. Counterparts. This Sublease may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

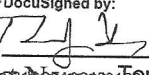
[Signature page follows.]

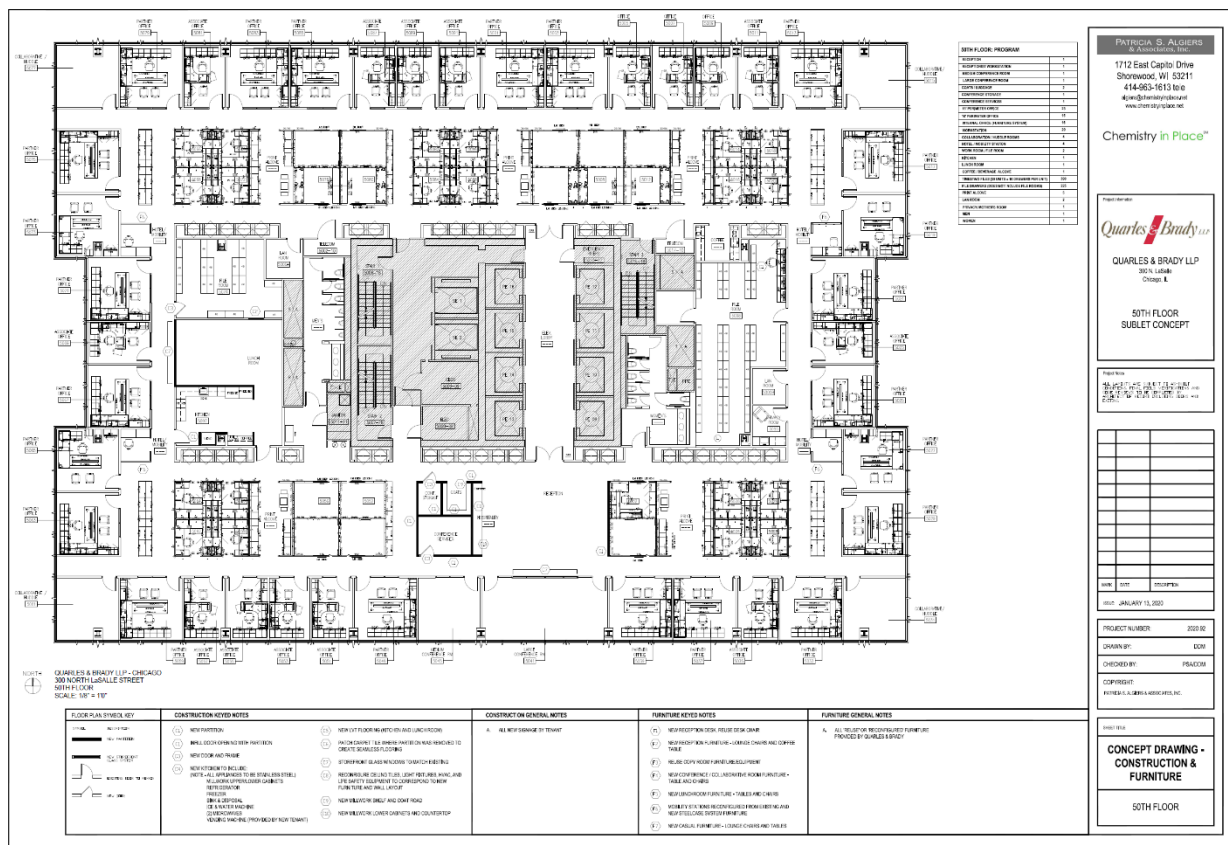
IN WITNESS WHEREOF, the Sublessor and the Sublessee have duly-executed this instrument the date and year first above written.

SUBLESSOR:
QUARLES & BRADY LLP

By: 
Print Name: David L. Fleischer
Title: Chief Operating Officer

SUBLESSEE:
WILLKIE FARR & GALLAGHER LLP

DocuSigned by:
By: 
Print Name: Tom Henry
Title: Thomas Henry



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EXHIBIT C
MASTER LEASE

