

OFFICE SPACE LEASE

by and between

CCII 1033 LLC,
as Landlord,

and

KAPSTONE PAPER AND PACKAGING CORPORATION,
as Tenant

**CORPORATE CENTER OF NORTHBROOK
NORTHBROOK, ILLINOIS**

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EXHIBITS

- A. Floor Plan of the Premises
- B. Workletter
- C. Janitorial Specifications
- D. Rules and Regulations
- E. Current Lender's Form of SNDA
- F. Commencement Date Certificate

OFFICE SPACE LEASE

THIS OFFICE SPACE LEASE ("Lease") is made and entered into as of the 20th day of April, 2015, between **CCII 1033 LLC**, a Delaware limited liability company ("**Landlord**"), and **KAPSTONE PAPER AND PACKAGING CORPORATION** ("**Tenant**"), a Delaware corporation, for space in the building located at 1033 Skokie Boulevard, Northbrook, Illinois (such building, as more particularly described in Section 2(A)(i) below, being herein referred to as the "**Building**") in the Project (as hereinafter defined) commonly known as Corporate Center of Northbrook (II). The following schedule (the "**Schedule**") sets forth certain basic terms of this Lease:

SCHEDULE

1. Premises - Suite Number: Suites 330 and 340 on the third (3rd) floor of the Building, as depicted on Exhibit A attached hereto.
2. Commencement Date: The *earlier* of (i) August 1, 2015, and (ii) Tenant's occupancy of the Premises for the conduct of business.
3. Expiration Date: The date that is the day before the 127-month anniversary of the Commencement Date; provided, however, that if said date is not the last day of a calendar month, then the Expiration Date shall be the last day of the calendar month in which such date occurs

Lease Year: A period of 12 consecutive calendar months with the first full Lease Year commencing on the Commencement Date (unless the Commencement Date is not the first day of a calendar month, in which case the first Lease Year will commence on the first day of the calendar month following the Commencement Date) and each succeeding Lease Year commencing on the anniversary of the commencement of the first Lease Year. For the purpose of calculating the amounts due from Tenant as Rent and other charges, the first Lease Year shall include the period of time beginning on the Commencement Date (if not the first day of a calendar month) to the first day of the calendar month following the Commencement Date.

4. Rentable Square Feet ("**RSF**") of the Premises: Approximately 6,977 RSF
5. RSF of the Building: Approximately 128,670 RSF
6. Base Net Rent:

Period	Base Net Rent/RSF	Annual Base Net Rent	Monthly Base Net Rent
Lease Year 1	\$22.00	\$153,494.00 (plus rent for any initial partial month)	\$12,791.17
Lease Year 2	\$22.50	\$156,982.50	\$13,081.88
Lease Year 3	\$23.00	\$160,471.00	\$13,372.58
Lease Year 4	\$23.50	\$163,959.50	\$13,663.29
Lease Year 5	\$24.00	\$167,448.00	\$13,954.00

Lease Year 6	\$24.50	\$170,936.50	\$14,244.71
Lease Year 7	\$25.00	\$174,425.00	\$14,535.42
Lease Year 8	\$25.50	\$177,913.50	\$14,826.13
Lease Year 9	\$26.00	\$181,402.00	\$15,116.83
Lease Year 10	\$26.50	\$184,890.50	\$15,407.54
Lease Year 11 (partial)	\$27.00	\$188,379.00	\$15,698.25

7. Tenant's Proportionate Share: 5.422%

8. Security Deposit: None.

9. Broker(s): Jones Lang LaSalle Americas (Illinois), L.P. (Landlord)
None (Tenant)

10. Guarantor(s): None.

11. Exhibits:

- A. Floor Plan of the Premises
- B. Workletter
- C. Janitorial Specifications
- D. Rules and Regulations
- E. Current Lender's Form of SNDA
- F. Commencement Date Certificate

1. **DEMISE AND TERM.** Landlord leases to Tenant and Tenant leases from Landlord the premises (the "**Premises**") described in Item 1 of the Schedule and shown on the plan attached hereto as Exhibit A, subject to the covenants and conditions set forth in this Lease, for a term (the "**Term**" or "**Lease Term**") of approximately ten (10) years and seven (7) months, commencing on the date (the "**Commencement Date**") described in Item 2 of the Schedule and expiring on the date (the "**Expiration Date**") described in Item 3 of the Schedule, unless terminated earlier as otherwise provided in this Lease. Following the Commencement Date, the parties shall, within ten (10) days after either party's request, execute and deliver a written confirmation of the Commencement Date and Expiration Date, which confirmation shall be prepared by Landlord on Landlord's standard form, attached hereto as Exhibit F.

2. **DEFINITIONS AND RENT.**

A. **Definitions.** For purposes of this Lease, the following terms shall have the following meanings:

(i) "**Building**" shall mean the six (6) story office building in which the Premises are located. Any reference in this Lease to the term Building shall include such office building and the land on which it is located, unless the context requires otherwise.

(ii) "**Common Areas**" shall mean the areas of the Building and the Project which are designated by Landlord or pursuant to any declaration, easement agreement or other similar covenant or instrument for use in common by the tenants of the Building or the Project, and their respective employees, agents, customers, invitees and others, and includes, by way of illustration and not limitation, entrances and exits, hallways and stairwells, elevators, rest rooms, sidewalks, skywalks, driveways, parking areas, landscaped areas, and other areas as may be so designated

from time to time as part of the Common Areas. Landlord reserves the right to modify, alter and otherwise change the Common Areas in its sole discretion, so long as such changes do not materially and permanently adversely affect Tenant's ingress and egress to the Premises. Each reference in this Lease to the term Common Areas shall mean the Common Areas of the Building unless expressly indicated to the contrary.

(iii) **"Expenses"** shall mean all expenses, costs and disbursements (other than Taxes) paid or incurred by Landlord in connection with the ownership, management, maintenance, operation, replacement and repair of the Building, including Common Areas and other common use facilities and amenities accessible to all tenants, such as conference rooms, smokers lounges, concierge services, food services and fitness centers, if any, including all management fees and the costs of equipping and maintaining such common use facilities and amenities including an imputed rental for such common use facilities and amenities, but less any revenues generated by use of such facilities and amenities. Expenses shall also include amounts paid or incurred pursuant to any declaration relating to Common Areas and other common use facilities and amenities in the Project, and amounts allocated to the Building under any other declaration, easement agreement, operating agreement, parking agreement, covenant or instrument providing for easements, the sharing of facilities or payment for services. Expenses shall not include: (a) costs of tenant alterations; (b) costs of capital improvements (except for costs of any capital improvements (1) made or installed (or service agreement or lease entered into) for the purpose of reducing Expenses or improving the operating efficiency of any system within the Building (provided, however, that the amortized portion of such costs shall not exceed the reasonably anticipated reduction in expenses attributable to such capital improvements, service agreement or lease) or (2) made or installed pursuant to governmental requirement or insurance requirement, not applicable to the Building as of the date hereof, which costs shall be amortized by Landlord in accordance with sound accounting and management principles); (c) interest and principal payments on mortgages (except interest on the cost of any capital improvements for which amortization may be included in the definition of Expenses) or any rental payments on any ground leases (except for rental payments which constitute reimbursement for Taxes and Expenses); (d) advertising and promotional expenses and leasing commissions; (e) any cost or expenditure for which Landlord is reimbursed, whether by insurance or condemnation proceeds, or pursuant to any declaration, easement agreement, operating agreement, parking agreement, or other similar covenant or instrument, or otherwise, except through Adjustment Rent (hereinafter defined); (f) the cost of any kind of service furnished to any other tenant in the Building which Landlord does not generally make available to all tenants in the Building; (g) legal expenses of negotiating leases; (h) salaries and fringe benefits of employees above the grade of building manager; (i) management fees in excess of 3.5% of gross revenues; (j) depreciation expenses on any fixed assets; (k) tax penalties incurred as a result of Landlord's negligence, inability, or unwillingness to make payments and/or file any tax returns when due; (l) costs incurred by Landlord due to the violation by the Landlord of the terms and conditions of any lease of space in the Building or Project; (m) any amount paid to any person or entity related to Landlord which is in excess of the amount which would have been paid on an arms-length basis in the absence of such relationship; (n) any costs of painting or decorating any tenant premises; (o) attorneys' fees, costs and other expenditures incurred in connection with leasing disputes with other tenants or occupants of the Project except (1) as specifically provided otherwise in this Lease, and (2) for those attorneys' fees, costs and other expenditures incurred in connection with negotiations, disputes, and claims relating to Expenses, and/or enforcement of rules and regulations of the Building by Landlord; (p) repairs or other work occasioned by the exercise of a right of eminent domain or a taking in lieu thereof; (q) costs associated with legal defense, corrections, clean-up and/or abatement of environmental hazards; or (r) the cost of any repair or other work for which Landlord is reimbursed by insurance (or would have been covered had Landlord maintained the types of insurance typically carried by prudent owners of comparable

buildings, it being understood that insurance premiums and paid deductibles are included as Expenses). Expenses shall be determined on a cash or accrual basis, as Landlord may elect, based on generally accepted accounting principles, consistently applied. Any item of Expenses which is incurred for the benefit of the Project as a whole, including without limitation insurance, ground rental and easement payments, costs related to the manager's office, and wages, salaries and fringe benefits of employees, shall be allocated pursuant to declaration, easement agreement, operating agreement, parking agreement, or other similar covenant or instrument or otherwise reasonably allocated by Landlord between the Building and the Adjacent Building (defined below).

(iv) **"Project"** shall mean that certain office complex commonly referred to as "Corporate Center of Northbrook", situated on an approximately 11.9 acre tract of land (the **"Land"**) in the Village of Northbrook, Illinois. The Project shall consist of the Building and the office building located at 1101 Skokie Boulevard, Northbrook, Illinois (the **"Adjacent Building"**), together with landscaping, sidewalks, parking areas and other related improvements which may hereafter be constructed on the Land. Landlord shall have the right to modify, alter and otherwise change the Project, from time to time, in its sole discretion, including, without limitation, modifying or deleting buildings, sidewalks, parking areas and landscaping so long as such modifications, alterations and charges do not materially and adversely affect Tenant's use of the Premises or Common Areas.

(v) **"Rent"** shall mean Base Net Rent, Adjustment Rent and any other sums or charges due by Tenant hereunder.

(vi) **"RSF of the Building"** shall mean the number of square feet set forth in Item 5 of the Schedule, subject to re-measurement by Landlord from time to time.

(vii) **"RSF of the Premises"** shall mean the number of square feet set forth in Item 4 of the Schedule. The RSF of the Premises is a stipulated amount based on Landlord's method of determining RSF for rental purposes; Landlord and Tenant agree that such amount is reasonable and the rental based thereon is not subject to revision whether or not the actual square footage is more or less.

(viii) **"Taxes"** shall mean all taxes, assessments and fees levied upon the Building and the portion of the Land and the Common Areas of the Project allocable thereto, the property of Landlord located therein or the rents collected therefrom, by any governmental entity based upon the ownership, leasing, renting or operation of the Building and the portion of the Land and the Common Areas of the Project allocable thereto, including all costs and expenses of protesting any such taxes, assessments or fees. Taxes shall not include any net income, capital stock, succession, transfer, franchise, gift, estate or inheritance taxes; provided, however, if at any time during the Term, a tax or excise on income is levied or assessed by any governmental entity, in lieu of or as a substitute for, in whole or in part, real estate taxes or other *ad valorem* taxes, such tax shall constitute and be included in Taxes. For the purpose of determining Taxes for any given year, the amount to be included for such year shall, at Landlord's option, be *either* the amount of the installments (and any interest) due and payable during such year, *or* the amount which accrued (*i.e.*, was assessed or became a lien) during such year. Notwithstanding anything to the contrary contained herein, if there is not a separate tax bill or bills covering the Building and the portion of the Land and the Common Areas of the Project allocable thereto in their entirety or any such bills also cover any other portion of the Project, then all tax bills covering the Project shall be allocated to the Building in a reasonable manner as determined by Landlord in its sole discretion.

(ix) **"Tenant's Proportionate Share"** shall mean the percentage determined by dividing the RSF of the Premises by the RSF of the Building, which is initially the percentage set forth in Item 7 of the Schedule.

B. **Components of Rent.** Tenant agrees to pay the following amounts to Landlord at the office of the Building or at such other place as Landlord designates:

(i) Base net rent ("**Base Net Rent**") to be paid in monthly installments in the amount set forth in Item 6 of the Schedule in advance on or before the first day of each month of the Term, without demand, except that Tenant shall pay the first month's Base Net Rent upon execution of this Lease.

(ii) Adjustment rent ("**Adjustment Rent**") in an amount equal to Tenant's Proportionate Share of (a) Expenses for any calendar year during the Term, plus (b) Taxes for any calendar year during the Term. Prior to each calendar year, or as soon as reasonably possible, Landlord shall estimate and notify Tenant of the amount of Adjustment Rent due for such year, and **Tenant shall pay Landlord one-twelfth of such estimate on the first day of each month during such year.** Such estimate may be revised by Landlord whenever it obtains information relevant to making such estimate more accurate. After the end of each calendar year, Landlord shall deliver to Tenant a report setting forth the actual Expenses and Taxes for such calendar year and a statement of the amount of Adjustment Rent that Tenant has paid and is payable for such year. Tenant acknowledges that actual Taxes for a calendar year may not be determined until after actual Expenses for such calendar year are determined. Accordingly, Tenant acknowledges that Landlord may report the actual Expenses and actual Taxes for a calendar year separately. **Within thirty (30) days after receipt of such report or reports, Tenant shall pay to Landlord the amount of Adjustment Rent due for such calendar year minus any payments of Adjustment Rent made by Tenant for such year,** it being acknowledged by Tenant that in the event Landlord separately reports actual Expenses and actual Taxes for a calendar year, Landlord may reasonably allocate Adjustment Rent paid by Tenant for such calendar year between Expenses and Taxes for such calendar year. If Tenant's estimated payments of Adjustment Rent exceed the amount due Landlord for such calendar year, Landlord shall apply such excess as a credit against Tenant's other obligations under this Lease or promptly refund such excess to Tenant if the Term has already expired, provided Tenant is not then in default hereunder, in either case without interest to Tenant. **Tenant shall have the right to inspect and/or audit** (using independent consultants, if desired, so long as such consultants are either a nationally recognized public accounting firm or are not working for Tenant on a contingency fee basis), **Landlord's accounting records relative to Expenses and Taxes during normal business hours within sixty (60) days following the furnishing to Tenant of the annual statement of Adjustment Rent.** Unless Tenant takes written exception to such statement within such time period, such statement shall be considered as final and accepted by Tenant. **If Tenant's inspection or audit reveals an overcharge or undercharge in the amount owing, then an appropriate adjustment shall be made. In the event that the overcharges are determined to exceed five percent (5%) of the Expenses, Landlord shall reimburse Tenant for the reasonable cost of the audit within thirty (30) days following such determination.**

(iii) Notwithstanding anything in this Section of the Lease to the contrary, but only if Tenant is not in monetary Default under this Lease, Tenant shall be entitled to an abatement of Base Net Rent and Adjustment Rent, on the Premises under this Lease, **for the first seven (7) full** calendar months of the Term (the "**Rent Abatement Period**"). The total amount of Base Net Rent and Adjustment Rent abated during the Rent Abatement Period is herein collectively referred to as the "**Abated Rent.**" If this Lease or Tenant's right to possession of the Premises is terminated due to a Default by Tenant, then, in addition to all other rights and remedies available to Landlord, an

amount equal to the total Abated Rent multiplied by a fraction, the numerator of which is the number of months occurring between such date of termination and the originally scheduled Expiration Date and the denominator of which is 120 [127 months of Term minus 7 months of abatement], shall immediately become due and payable. The payment by Tenant of such portion of the Abated Rent in the event of a Default shall not limit or affect any of Landlord's other rights, pursuant to this Lease or at law or in equity.

C. **Payment of Rent.** The following provisions shall govern the payment of Rent: (i) if this Lease commences or ends on a day other than the first day or last day of a calendar year, respectively, the Rent for the year in which this Lease so begins or ends shall be prorated on a per diem basis, and the monthly installments shall be adjusted accordingly; (ii) all Rent shall be paid to Landlord without offset or deduction, and the covenant to pay Rent shall be independent of every other covenant in this Lease; (iii) if during all or any portion of any year the Building is not fully rented and occupied (fully rented and occupied shall mean that ninety-five percent (95%) of the RSF of the Building is occupied by tenants under lease), Landlord may elect to make an appropriate adjustment of variable Expenses for such year to determine the Expenses that would have been paid or incurred by Landlord had the Building been fully rented and occupied for the entire year and the amount so determined shall be deemed to have been the Expenses for such year; (iv) any sum due from Tenant to Landlord which is not paid when due shall bear interest from the date due until the date paid at the annual rate of four percentage (4%) points above the rate then most recently announced by Wells Fargo Bank or its successor as its corporate base lending rate, from time to time in effect, but in no event higher than the maximum rate permitted by law (the "Default Rate"); provided, however, that interest will not be payable by Tenant with respect to the first late payment by Tenant in each Lease Year, if Tenant cures said late payment within five (5) business days after notice from Landlord. In addition, Tenant shall pay Landlord a late charge for any Rent payment which is paid more than five (5) business days after its due date equal to five percent (5%) of such payment; (v) if changes are made to this Lease or the Building changing the number of RSF contained in the Premises or in the Building, Landlord shall make an appropriate adjustment to Tenant's Proportionate Share; (vi) in the event of the termination of this Lease prior to the determination of any Adjustment Rent, Tenant's agreement to pay any such sums and Landlord's obligation to refund any such sums (provided Tenant is not in Default hereunder) shall survive the termination of this Lease; (vii) neither the Expenses component nor the Taxes component of Adjustment Rent in any year shall be a negative number; (viii) Landlord may at any time change the fiscal year of the Building; (ix) each amount owed to Landlord under this Lease for which the date of payment is not expressly fixed shall be due on the same date as the Rent listed on the statement showing such amount is due; and (x) if Landlord fails to give Tenant an estimate of Adjustment Rent prior to the beginning of any calendar year, Tenant shall continue to pay Adjustment Rent at the rate for the previous calendar year until Landlord delivers such estimate, at which time Tenant shall pay retroactively the increased amount for all previous months of such calendar year.

D. **Allocation of Rent Abatement for Tax Purposes.** Landlord and Tenant agree that no portion of the Rent paid by Tenant during the portion of the term of this Lease occurring after the expiration of the Rent Abatement Period shall be allocated, for income tax purposes, nor is such rent intended by the parties to be allocable, for income tax purposes, to any Rent Abatement Period.

3. **USE.** Tenant agrees that it shall occupy and use the Premises only as non-governmental business offices and for no other purposes. Tenant shall, at its own cost and expense, comply with all federal, state and municipal laws, ordinances, rules and regulations issued by any governmental authority and all covenants, conditions and restrictions of record which relate to the condition, use or occupancy of the Premises. Without limiting the foregoing, Tenant shall not cause, nor permit, any hazardous or toxic substances (other than common office products for use in the ordinary course of Tenant's business) to be brought upon, produced, stored, used, discharged or disposed of in, on or about the Premises without the prior written consent of Landlord and then only in compliance with all applicable environmental laws.

4. **CONDITION OF PREMISES.** Tenant shall take possession of and accept the Premises in an "As Is," "Where Is" condition, without any warranty as to the condition thereof, except (i) that the Building systems serving the Premises shall be in good working order as of the date that the Premises are delivered to Tenant, and (ii) for latent defects which are not discoverable based upon a reasonable visual inspection but are reported to Landlord during the nine (9) months following the delivery of possession to Tenant. No agreement of Landlord to alter, remodel, decorate, clean or improve the Premises, Building, or Common Areas of the Building or Project (or to provide Tenant with any credit or allowance for the same), and no representation regarding the condition of the Premises, Building, or Common Areas of the Building or Project, have been made by or on behalf of Landlord or relied upon by Tenant, except as may be stated in the Workletter attached hereto as Exhibit B (the "Workletter").

Within two (2) business days following the current occupant's surrender of the space (anticipated to be on or before May 31, 2015), Landlord shall deliver possession of the Premises to Tenant, vacant and broom clean, so that Tenant may proceed to construct the Work in accordance with the Workletter and the terms of this Lease.

5. **BUILDING SERVICES.**

A. **Basic Services.** So long as Tenant is not in Default hereunder, Landlord shall furnish the following services: (i) heating, ventilating and air conditioning to provide a temperature condition required, in Landlord's reasonable judgment, for comfortable occupancy of the Premises under normal business operations, daily from 8:00 A.M. to 6:00 P.M. (Saturday from 8:00 A.M. to 1:00 P.M.), Sundays and holidays excepted ("Normal Business Hours"), and subject to voluntary and mandatory regulations or laws of public authorities; (ii) water for drinking, and, subject to Landlord's approval, water at Tenant's expense for any private restrooms and office kitchen requested by Tenant; (iii) men's and women's restrooms at locations designated by Landlord, in common with other tenants of the Building; (iv) janitorial service in the Premises and Common Areas consistent with or higher than the standards set forth on Exhibit C attached hereto; (v) maintenance of exterior Common Areas, including snow removal as necessary and maintenance of the landscaped areas; (vi) passenger elevator service in common with Landlord and other tenants of the Building, 24 hours a day, 7 days a week; (vii) freight elevator service daily, weekends and holidays excepted, upon request of Tenant and subject to scheduling and reasonable charges by Landlord; and (viii) parking for Tenant's employees and visitors in the designated outdoor parking areas of the Common Areas of the Project on a first come, first served basis in common with the employees and visitors of Landlord and other tenants of the Project, subject to such reasonable rules and regulations which Landlord may establish from time to time.

B. **Electricity.** The Premises shall be separately metered for electrical use. Electricity shall be distributed to the Premises either by the electric utility company serving the Building or, at Landlord's option, by Landlord; and Landlord shall permit Landlord's wire and conduits, to the extent available, suitable and safely capable, to be used for such distribution. If and so long as Landlord is distributing electricity to the Premises, Tenant shall obtain all of its electricity from Landlord at Landlord's cost and shall pay all of Landlord's charges, which charges shall be based on meter readings. If the electric utility company is distributing electricity to the Premises, Tenant at its cost shall make all necessary arrangements with the electric utility company for metering and paying for electric current furnished to the Premises. All electricity used during the performance of janitor service in the Premises, or the making of any alterations or repairs in the Premises, or the operation of any special air conditioning systems serving the Premises shall be paid for by Tenant.

C. **Telephones.** Tenant shall arrange for telephone service directly with one or more of the public telephone companies servicing the Building and shall be solely responsible for paying for such telephone service. If Landlord acquires ownership of the telephone cables in the Building at any time,

Landlord shall permit Tenant to connect to such cables on such terms and conditions as Landlord may prescribe. In no event does Landlord make any representation or warranty with respect to telephone service in the Building and Landlord shall have no liability with respect thereto.

D. **Additional Services.** Landlord shall not be obligated to furnish any services other than those stated above; provided, however, that if requested by Tenant with at least one (1) business day advance notice, Landlord will provide **HVAC service** outside of Normal Business Hours. If Landlord elects to furnish services requested by Tenant in addition to those stated above (including services at times other than those stated above), Tenant shall pay one hundred fifteen percent (115%) of Landlord's actual cost to furnish such services. Notwithstanding the foregoing, Landlord's current charge for after-hours HVAC service is \$60.00 per hour, subject to future increases based on increases in Landlord's cost of providing such after-hours HVAC service. If Tenant shall fail to make any such payment, Landlord may, without notice to Tenant and in addition to all other remedies available to Landlord, discontinue any additional services. No discontinuance of any such service shall result in any liability of Landlord to Tenant or be considered as an eviction or a disturbance of Tenant's use of the Premises. In addition, if Tenant's concentration of personnel or equipment adversely affects the temperature or humidity in the Premises or the Building, Landlord may install supplementary air conditioning units in the Premises, and Tenant shall pay one hundred fifteen percent (115%) of the cost of installation, operation and maintenance thereof.

E. **Failure or Delay in Furnishing Services.** Tenant agrees that Landlord shall not be liable for damages for failure or delay in furnishing any service stated above, nor shall any such failure or delay be considered to be an eviction or disturbance of Tenant's use of the Premises, or relieve Tenant from its obligation to pay any Rent when due or from any other obligations of Tenant under this Lease.

Notwithstanding the foregoing, if as a result of any failure or delay in providing heating, air conditioning, ventilation, plumbing, water, electricity, or elevator service (other than a failure or delay (i) caused by the utility company providing same, or (ii) which affects other buildings in the area in which the Building is located, or (iii) caused by the negligence or fault of Tenant or its agents, employees, guests, or invitees, or (iv) due to any casualty (under Section 12), condemnation (under Section 13), or event of force majeure (Section 25J)), Tenant becomes unable to use the Premises or any material part thereof in the manner typically used by Tenant before the interruption, and such inability to use the Premises continues for more than five (5) consecutive business days after Tenant gives notice of such interruption to Landlord, then Rent for the portion of the Premises rendered unusable shall abate from the date Tenant is unable to use the Premises until such portion is rendered usable.

F. **Tenant's Reserved Parking.** During the Term, Tenant agrees to lease from Landlord, and Landlord hereby agrees to lease to Tenant, a total of one (1) reserved space (the "**Spaces**") in the Building's underground parking garage ("**Garage**") for the use of Tenant and its employees. No deductions or allowances shall be made for days when Tenant does not utilize the parking facilities or for Tenant utilizing fewer than all of the Spaces. During the Term, Tenant shall pay Landlord, as additional Rent payable at the same time and in the same manner as monthly installments of Base Net Rent payable hereunder, the **sum of \$225.00 per month**, plus applicable tax thereon, if any, for each Space then being leased by Tenant hereunder. Except in the event of Landlord's gross negligence or willful misconduct, Landlord shall not be responsible for money, jewelry, automobiles or other personal property lost in or stolen from the Garage or from the Project's outdoor parking areas, regardless of whether such loss or theft occurs when the Garage or other areas are locked or otherwise secured. Landlord shall have the right from time to time to designate the location of the Spaces and to promulgate reasonable rules and regulations regarding the Garage, the Spaces, the outdoor parking areas, and the use thereof. Tenant shall comply with and cause its employees to comply with all such rules and regulations as well as all reasonable additions and amendments thereto. Landlord shall have the right to temporarily close the Garage or outdoor parking areas, or certain areas

therein, in order to perform necessary repairs, maintenance and improvements. Landlord may elect to provide parking cards or keys to control access to the Garage. In such event, Landlord shall provide Tenant with one card or key for each Space that Tenant is leasing hereunder, provided that Landlord shall have the right to require Tenant or its employees to place a deposit on such access cards or keys and to pay a fee for any lost or damaged cards or keys.

6. **RULES AND REGULATIONS.** Tenant shall observe and comply with, and shall cause its subtenants, assignees, invitees, employees, contractors and agents to observe and comply with, the Rules and Regulations listed on Exhibit D attached hereto and with such reasonable modifications and additions thereto as Landlord may make from time to time. Such modifications and additions shall not be inconsistent with the provisions of this Lease and shall not materially impair Tenant's use of the Premises and Common Areas. Landlord shall not be liable for failure of any person to obey the Rules and Regulations. Landlord shall not be obligated to enforce the Rules and Regulations against any person, and the failure of Landlord to enforce any such Rules and Regulations shall not constitute a waiver thereof or relieve Tenant from compliance therewith, provided, however, that Landlord shall not discriminate against Tenant in the enforcement of such Rules and Regulations.

7. **CERTAIN RIGHTS RESERVED TO LANDLORD.** Landlord reserves the following rights, each of which may be exercised without notice to Tenant and without liability to Tenant, and the exercise of any such rights shall not be deemed to constitute an eviction or disturbance of Tenant's use or possession of the Premises and shall not give rise to any claim for set-off or abatement of rent or any other claim: (a) to change the name or street address of the Building or Project or the suite number of the Premises, provided that Landlord shall reimburse Tenant for the reasonable cost of printing new business cards, stationary, change of address notices and the like; (b) to install, affix and maintain any and all signs on the exterior or interior of the Building or Project; (c) to make repairs, decorations, alterations, additions or improvements, whether structural or otherwise, in and about the Building or Project, and for such purposes to enter upon the Premises, temporarily close doors, corridors and other areas of the Building and interrupt or temporarily suspend services or use of Common Areas of the Building or Project, and Tenant agrees to pay Landlord for overtime and similar expenses incurred if such work is done other than during ordinary business hours at Tenant's request; (d) to retain at all times, and to use in appropriate instances, keys to all doors within and into the Premises; (e) to grant to any person or to reserve unto itself the exclusive right to conduct any business or render any service in the Building; (f) to show (within twelve (12) months of the expiration of the then-current Term of the Lease) or inspect the Premises at reasonable times with reasonable advance notice, which may be verbal or emailed; (g) if vacated or abandoned, to prepare the Premises for re-occupancy; (h) to install, use and maintain in and through the Premises pipes, conduits, wires and ducts serving the Building, provided that such installation, use and maintenance does not unreasonably interfere with Tenant's use of the Premises; (i) to take any other action which Landlord deems reasonable in connection with the operation, maintenance, marketing or preservation of the Building or Project; and (j) to approve the weight, size and location of safes or other heavy equipment or articles, which articles may be moved in, about or out of the Building or Premises only at such times and in such manner as Landlord shall direct, at Tenant's sole risk and responsibility.

8. **MAINTENANCE AND REPAIRS.** Tenant, at its expense, shall maintain and keep the Premises in good order and repair at all times during the Term, loss or damage caused by casualty, condemnation, acts of God, structural defects, the public enemy, and ordinary wear and tear excepted. Landlord shall perform any maintenance or make any repairs to the Building, Common Areas or Premises as Landlord shall desire or deem necessary for the safety, operation or preservation of the Building and Common Areas, or as Landlord may be required or requested to do by the order or decree of any court or by any other proper authority. Tenant shall reimburse Landlord for any reasonable costs associated with such maintenance or repairs of the Premises.

9. **ALTERATIONS.**

A. **Requirements.** Tenant shall not make any replacement, alteration, improvement or addition to or removal from the Premises (collectively an “alteration”) without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. In the event Tenant proposes to make any alteration, Tenant shall, prior to commencing such alteration, submit to Landlord for prior written approval: (i) detailed plans and specifications; (ii) the names, addresses and copies of contracts for all contractors; (iii) all necessary permits evidencing compliance with all applicable governmental rules, regulations and requirements; (iv) certificates of insurance and insurance carrier endorsements in form and amounts required by Landlord, naming Landlord, its managing agent and any other parties designated by Landlord as additional insureds; and (v) all other documents and information as Landlord may reasonably request in connection with such alteration. Tenant agrees to pay Landlord's reasonable charges for review of all such items and supervision of the alteration. Neither approval of the plans and specifications nor supervision of the alteration by Landlord shall constitute a representation or warranty by Landlord as to the accuracy, adequacy, sufficiency or propriety of such plans and specifications or the quality of workmanship or the compliance of such alteration with applicable law. Tenant shall pay the entire cost of the alteration and, if requested by Landlord, shall deposit with Landlord, prior to the commencement of the alteration, security for the payment and completion of the alteration in form and amount required by Landlord. Each alteration shall be performed in a good and workmanlike manner, in accordance with the plans and specifications approved by Landlord, and shall meet or exceed the standards for construction and quality of materials established by Landlord for the Building. In addition, each alteration shall be performed in compliance with all applicable governmental and insurance company laws, regulations and requirements, including, without limitation, the Americans with Disabilities Act. Each alteration shall be performed by Landlord or under Landlord's supervision, and in harmony with Landlord's employees, contractors and other tenants. Each alteration, whether temporary or permanent in character, made by Landlord or Tenant in or upon the Premises (excepting only Tenant's furniture, equipment and trade fixtures) shall become Landlord's property and shall remain upon the Premises at the expiration or termination of this Lease without compensation to Tenant; provided, however, that Landlord shall have the right to require Tenant to remove any such alteration at Tenant's sole cost and expense in accordance with the provisions of Section 15 of this Lease, which required removal shall be specified by Landlord when Landlord consents to Tenant's requested alterations.

Notwithstanding anything contained herein to the contrary, Tenant may perform alterations to the interior of the Premises once per calendar year without Landlord's prior written consent, provided such alterations (or the performance thereof) do not (i) affect the mechanical, electrical, HVAC, life safety or other Building operating systems, (ii) affect the structural components of the Building or require penetration of the floor or ceiling of the Premises, (iii) involve the use or disturbance of any hazardous or toxic materials, or (iv) cost more than twenty-five thousand dollars (\$25,000.00) in any calendar year, and further provided that Tenant gives Landlord prior written notice of such alterations (including plans showing any alterations affecting walls or other structures within the Premises), and further provided that such alterations (and the performance thereof) shall otherwise be in compliance with the provisions of this Article 9 (except for the requirement of Landlord's consent).

B. **Liens.** Upon completion of any alteration, Tenant shall promptly furnish Landlord with sworn owner's and contractors' statements and full and final waivers of lien covering all labor and materials included in such alteration. Tenant shall not permit any mechanic's lien to be filed against the Project or Building, or any part thereof, arising out of any alteration performed, or alleged to have been performed, by or on behalf of Tenant. If any such lien is filed, Tenant shall within fifteen (15) days thereafter have such lien released of record or deliver to Landlord a bond in form, amount, and issued by a surety satisfactory to Landlord, indemnifying Landlord against all costs and liabilities resulting from such lien and the foreclosure or attempted foreclosure thereof. If Tenant fails to have such lien so released or to deliver such bond to

Landlord, Landlord, without investigating the validity of such lien, may pay or discharge the same, and Tenant shall reimburse Landlord upon demand for the amount so paid by Landlord, including Landlord's reasonable expenses and attorneys' fees.

10. **INSURANCE.** In consideration of the leasing of the Premises at the rent stated herein, Landlord and Tenant agree to provide insurance and allocate the risks of loss as follows:

A. **Tenant's Insurance.** Tenant, at its sole cost and expense but for the mutual benefit of Landlord and Tenant (when used in this Section 10.A. the term "**Landlord**" shall include Landlord's members, managers, partners, beneficiaries, officers, agents, servants and employees and the term "**Tenant**" shall include Tenant's members, managers, partners, beneficiaries, officers, agents, servants and employees), agrees to purchase and keep in force and effect during the term hereof, insurance, under policies issued by insurers of recognized responsibility licensed to do business in the State of Illinois with a Best's rating of A-/VIII or better, on all alterations, additions, and improvements owned by Tenant, and on all personal property located in the Premises, protecting Landlord and Tenant from damage or other loss caused by fire or other casualty, including but not limited to vandalism and malicious mischief, perils covered by extended coverage, theft, sprinkler leakage, water damage (however caused), explosion, malfunction or failure of heating and cooling or other apparatus, and other similar risks in amounts not less than the full insurable replacement value of such property. Such property insurance shall provide that it is specific and non-contributory and shall contain a replacement cost endorsement. Such insurance shall also contain a clause pursuant to which the insurance carriers waive all rights of subrogation against the Landlord with respect to losses payable under such policies.

Tenant also agrees to maintain commercial general liability insurance covering Tenant as the insured party, and naming Landlord as an additional insured, against claims for bodily injury and death and property damage occurring in or about the Premises, with limits of not less than Two Million Dollars (\$2,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) general aggregate. Landlord may require Tenant to increase such limits, provided, however, that any such increased limits shall be consistent with limits required of tenants in similar buildings in the Northbrook, Illinois area.

Such insurance policies of Tenant shall name Landlord and Landlord's agents and affiliates designated by Landlord as additional insureds. Such policies shall be primary and non-contributory with Landlord's insurance, and shall not be subject to deductible amounts in excess of \$10,000.00. Tenant shall, prior to commencement of the term, furnish to Landlord certificates and insurance carrier endorsements evidencing such coverage, and Tenant shall use good faith efforts to cause its insurer to endeavor to provide at least ten (10) day notice to Landlord and its Mortgagee of any cancellation of such insurance coverage. In the event Tenant shall fail to procure such insurance, Landlord may at its option after giving Tenant no less than ten (10) days' prior written notice of its election to do so procure the same for the account of Tenant and the cost thereof shall be paid to Landlord as additional rent upon receipt by Tenant of bills therefor.

B. **Landlord's Insurance.** Landlord agrees to purchase and keep in force and effect commercial general liability insurance in an amount not less than Three Million Dollars (\$3,000,000.00) and insurance on the base Building improvements (not including, however, any tenant improvements, alterations or additions) against fire or other casualty, including but not limited to vandalism and malicious mischief, perils covered by extended coverage, sprinkler leakage, water damage (however caused), explosion, malfunction or failure of heating and cooling or other apparatus, and other similar risks in a commercially reasonable amount.

C. **Risk of Loss.** By this Section 10, Landlord and Tenant intend that the risk of loss or damage as described above be borne by responsible insurance carriers to the extent above provided, and

Landlord and Tenant hereby agree to look solely to, and to seek recovery only from, their respective insurance carriers in the event of a loss of a type described above to the extent that such coverage is provided hereunder. For this purpose, any applicable deductible amount shall be treated as though it were recoverable under such policies. Landlord and Tenant agree that applicable portions of all monies collected from such insurance shall be used toward the full compliance with the obligations of Landlord and Tenant under this Lease in connection with damage resulting from fire or other casualty.

11. ***WAIVER AND INDEMNITY.***

A. **Liability Waiver.** Except for those claims arising from the Landlord's gross negligence or willful misconduct, Tenant, to the extent permitted by law, hereby releases Landlord and waives any right of recovery or subrogation for injury to persons or damage to property sustained by any third person (including employees), firm, or corporation against which Tenant is provided protection by the insurance coverage afforded Tenant through any Liability or Workers' Compensation Insurance Policies. Except for those claims arising from the Tenant's gross negligence or willful misconduct, Landlord, to the extent permitted by law, hereby releases Tenant and waives any right of recovery or subrogation for injury to persons or damage to property sustained by any third person (including employees), firm, or corporation against which Landlord is provided protection by the insurance coverage afforded Landlord through any Liability or Workers' Compensation Insurance Policies. The parties hereto agree that such policies of insurance shall contain appropriate waiver of subrogation and right of recovery clauses.

B. **Indemnification.** Tenant will indemnify Landlord and hold Landlord harmless of, from and against all suits, losses, costs, liabilities, claims demands, actions, expenses and judgments of every kind and character suffered by, recovered from or asserted against Landlord on account of injury or damage to person or property to the extent that any such damage or injury may be incident to, or to the extent it arises out of, an act, omission, negligence, or misconduct on the part of the Tenant or any of its agents, servants, employees, contractors, patrons, guests, licensees, or invitees or of any other person entering upon the Premises under or with the express or implied invitation or permission of Tenant or when any such injury or damage is the result, proximate or remote, of the violation by Tenant or any of its agents, servants, employees, contractors, patrons, guests, licensees or invitees of any law, ordinance, or governmental order, or when any such injury or damage may in any other way arise from or out of the occupancy or use by Tenant, its agents, servants, employees, contractors, patrons, guests, licensees or invitees of the Premises. Tenant agrees to indemnify, defend, reimburse and hold Landlord harmless against any damages incurred by Landlord arising from Tenant's causing or permitting any hazardous or toxic substances to be brought upon, produced, stored, used, discharged or disposed of in, on or about the Premises. Notwithstanding the foregoing, Tenant shall not be obligated to defend, indemnify and hold harmless Landlord or its agents, servants, or employees (collectively, "**Landlord Indemnitees**") to the extent arising out of the gross negligence or willful misconduct of a Landlord Indemnatee.

To the extent permitted by law, Landlord shall indemnify Tenant and hold it harmless from any and all liability for any loss of or damage or injury to any person (including death resulting therefrom) or property occurring in, on or about the Common Areas of the Building, excluding the Premises, except for any loss or damage caused by the gross negligence or willful misconduct of Tenant or its employees or agents. Landlord's obligation to indemnify Tenant hereunder shall include the duty to defend against any claims asserted by reason of such loss, damage or injury and to pay any judgments, settlements, costs, fees and expenses, including reasonable attorneys' fees, incurred in connection therewith.

12. ***FIRE OR OTHER CASUALTY.***

A. **Destruction of the Building or Common Areas.** If the Building or Common Areas should be substantially destroyed (which, as used herein, means destruction or damage to at least fifty percent (50%) of the Building or Common Areas, as the case may be) by fire or other casualty, either party hereto may, at its option, terminate this Lease by giving written notice thereof to the other party within thirty (30) days of such casualty. In such event, the rent shall be apportioned to and shall cease as of the date of such casualty. In the event neither party exercises this option, then the Premises shall be reconstructed and restored, at Landlord's expense, to substantially the same condition as they were prior to the casualty.

B. **Destruction of the Premises.** If the Premises are damaged, in whole or in part, by fire or other casualty, but the Building is not substantially destroyed as provided above, then the parties hereto shall have the following options:

(i) If, in Landlord's reasonable judgment, the Premises cannot be reconstructed or restored within one hundred eighty (180) days of such casualty to substantially the same condition as they were in prior to such casualty, Landlord may terminate this Lease by written notice given to Tenant within sixty (60) days of the casualty. If, in Landlord's reasonable judgment, the Premises cannot be reconstructed or restored within one hundred eighty (180) days of such casualty to substantially the same condition as they were in prior to such casualty, but nonetheless Landlord does not so elect to terminate this Lease, then Landlord shall notify Tenant, within sixty (60) days of the casualty, of the amount of time necessary, as reasonably estimated by Landlord, to reconstruct or restore the Premises. After receipt of such notice from Landlord, Tenant may elect to terminate this Lease. This election shall be made by Tenant by giving written notice to Landlord within fifteen (15) days after the date of Landlord's notice. If neither party terminates this Lease pursuant to the foregoing, Landlord shall proceed to reconstruct and restore the Premises to substantially the same condition as they were in prior to the casualty. In such event this Lease shall continue in full force and effect to the balance of the term, upon the same terms, conditions and covenants as are contained herein; provided, however, that as to any portion of the Premises that is untenantable, the Rent shall be abated in the proportion which the approximate area of the untenantable portion bears to the total area in the Premises, from the date of the casualty until such portion is tenantable.

Notwithstanding the above, if the casualty occurs during the last twelve (12) months of the term of this Lease, either party hereto shall have the right to terminate this Lease as of the date of the casualty, which right shall be exercised by written notice to be given by either party to the other party within thirty (30) days therefrom. If this right is exercised, Rent shall be apportioned to and shall cease as of the date of the casualty. After a casualty occurs during the last twelve (12) months of the term of the Lease, Tenant may not exercise any renewal options without first obtaining Landlord's written consent.

Additionally, notwithstanding anything contained herein to the contrary, Landlord shall have no duty to repair or restore the Premises, Common Areas or Building if the damage is due to an uninsurable casualty, or if insurance proceeds are insufficient to pay for such repair or restoration, or if the holder of any mortgage, deed of trust or similar instrument applies proceeds of insurance to reduce its loan balance and the remaining proceeds, if any, available to Landlord are not sufficient to pay for such repair or restoration. In such event, Landlord shall promptly notify Tenant of its decision, and Tenant may elect to terminate this Lease by giving written notice to Landlord within thirty (30) days after the date of Landlord's notice.

(ii) If, in Landlord's reasonable judgment, the Premises are able to be restored within one hundred eighty (180) days of such casualty to substantially the same condition as they were prior to such casualty, Landlord shall so notify Tenant within sixty (60) days of the casualty, and Landlord shall then proceed to reconstruct and restore the damaged portion of the Premises, at Landlord's expense, to substantially the same condition as it was prior to the casualty. Rent shall be abated in the proportion which the approximate area of the damaged portion bears to the total area in the Premises from the date of the casualty until substantial completion of the reconstruction repairs, and this Lease shall continue in full force and effect for the balance of the term, upon the same terms, conditions and covenants as are contained herein. Notwithstanding the foregoing, however, Rent shall not abate if and to the extent Tenant receives proceeds of rent loss insurance, it being the intent, as more fully provided in Section 10.C. above, that such risk of loss be borne by the responsible insurance carrier.

(iii) In the event Landlord undertakes reconstruction or restoration of the Premises pursuant to subparagraph (i) or (ii) above, Landlord shall use reasonable diligence in completing such reconstruction repairs. If Landlord fails to substantially complete the same within one hundred eighty (180) days from the date of the casualty (or such longer time period specified in Landlord's notice if Tenant elected not to terminate the Lease but to require Landlord to reconstruct or restore the Premises), then the foregoing time period shall be extended to the time period set forth in Landlord's notice plus ninety (90) additional days. Unless such extension is a result of any of the occurrences set forth in Section 25.J below, Tenant may, at its option, terminate this Lease upon giving Landlord thirty (30) days prior written notice to that effect, whereupon both parties shall be released from all further obligations and liabilities hereunder.

C. **Casualty Due to Tenant's Fault.** Notwithstanding anything to the contrary contained in this Section 12, in the event any damage to the Premises, Common Areas or the Building is caused by the gross negligence or willful misconduct of Tenant, its agents, employees or contractors, or as a result of any default by Tenant in the performance of any of its obligations under this Lease, Tenant shall not have the right to terminate the Lease as provided in this Section 12 nor shall Rent be abated during any period of reconstruction and/or restoration of the Premises.

13. **CONDEMNATION.** If the Premises or the Building is rendered untenable by reason of a condemnation (or by a deed given in lieu thereof), then either party may terminate this Lease by giving written notice of termination to the other party within thirty (30) days after such condemnation, in which event this Lease shall terminate effective as of the date of such condemnation. If this Lease so terminates, Rent shall be paid through and apportioned as of the date of such condemnation. If such condemnation does not render the Premises or the Building untenable, this Lease shall continue in effect and Landlord shall promptly restore the portion not condemned to the extent reasonably possible to the condition existing prior to the condemnation. In such event, however, Landlord shall not be required to expend an amount in excess of the proceeds received by Landlord from the condemning authority. Landlord reserves all rights to compensation for any condemnation. Tenant hereby assigns to Landlord any right Tenant may have to such compensation, and Tenant shall make no claim against Landlord or the condemning authority for compensation for termination of Tenant's leasehold interest under this Lease or interference with Tenant's business. Notwithstanding the foregoing, Tenant shall have the right to assert a claim for an award for moving expenses and any Tenant improvements installed on the Premises by Tenant at Tenant's sole cost, so long as such separate award does not reduce the award payable to Landlord.

14. **ASSIGNMENT AND SUBLETTING.**

A. **Landlord's Consent.** Tenant shall not, without the prior written consent of Landlord, which consent shall not be unreasonably withheld, delayed or conditioned: (i) assign, convey, mortgage or

otherwise transfer this Lease or any interest hereunder, or sublease the Premises, or any part thereof, whether voluntarily or by operation of law; or (ii) permit the use of the Premises by any person other than Tenant and its affiliates and employees. Any such transfer, sublease or use described in the preceding sentence (a "Transfer") occurring without the prior written consent of Landlord shall be void and of no effect. Landlord's consent to any Transfer shall not constitute a waiver of Landlord's right to withhold its consent to any future Transfer. Landlord's consent to any Transfer or acceptance of rent from any party other than Tenant shall not release Tenant from any covenant or obligation under this Lease. Landlord may require as a condition to its consent to any assignment of this Lease that the assignee execute an instrument in which such assignee assumes the obligations of Tenant hereunder. For the purposes of this paragraph, the transfer (whether direct or indirect) of all or a majority of the equity in Tenant (other than the shares of the capital stock of a corporate Tenant whose stock is publicly traded), or the merger, consolidation or reorganization of such Tenant, shall be considered a Transfer.

B. Standards for Consent. If Tenant desires the consent of Landlord to a Transfer, Tenant shall submit to Landlord, at least thirty (30) days prior to the proposed effective date of the Transfer, a written notice which includes such information as Landlord may require about the proposed Transfer and the transferee. If Landlord does not terminate this Lease, in whole or in part, pursuant to Section 14.C, Landlord shall not unreasonably withhold its consent to any assignment or sublease, which consent or lack thereof shall be provided within thirty (30) days of receipt of Tenant's notice. In the event that Landlord does not provide a written response within such thirty (30) day period, Landlord shall be deemed to have consented to the proposed Transfer. Landlord shall not be deemed to have unreasonably withheld its consent if, in the judgment of Landlord: (i) the transferee is of a character or engaged in a business which is not in keeping with the standards or criteria used by Landlord in leasing the Building or Project; (ii) the financial condition of the transferee is such that it may not be able to perform its obligations in connection with this Lease; (iii) the transferee is a tenant of or has negotiated for space in the Building or Project within the 120 days preceding Tenant's request for consent; (iv) the transferee is a governmental unit; (v) Tenant is in Default under this Lease; or (vi) in the judgment of Landlord, such a Transfer would violate any term, condition, covenant or agreement of the Landlord involving the Building or Project, or any other tenant's lease. If Landlord wrongfully withholds its consent to any Transfer, Tenant's sole and exclusive remedy therefor shall be to seek specific performance of Landlord's obligation to consent to such Transfer. If Landlord consents to any Transfer, Tenant shall pay to Landlord fifty percent (50%) of all rent and other consideration received by Tenant in excess of the Rent paid by Tenant hereunder for the portion of the Premises so transferred. Such rent shall be paid as and when received by Tenant. In addition, Tenant shall pay to Landlord, in consideration of Landlord's reasonable attorneys' and other fees and expenses in connection with any proposed Transfer, a fixed fee of \$1,500, whether or not Landlord consents to such Transfer.

C. Recapture. Landlord shall have the right to terminate this Lease as to that portion of the Premises covered by a Transfer for which Landlord's consent is required. Landlord may exercise such right to terminate by giving notice to Tenant at any time within thirty (30) days after the date on which Tenant has furnished to Landlord all of the items required under Section 14.B; provided, however, if Landlord notifies Tenant of its intent to recapture the subject space, then Tenant may, by written notice to Landlord delivered within ten (10) days of Tenant's receipt of such notice from Landlord, withdraw the Transfer notice, in which case this Lease shall continue in full force and effect and Landlord shall have no right to recapture in connection with such Transfer notice. If Landlord exercises such right to terminate, Landlord shall be entitled to recover possession of, and Tenant shall surrender such portion of, the Premises (with appropriate demising partitions erected at the expense of Tenant) on the later of (i) the effective date of the proposed Transfer, or (ii) sixty (60) days after the date of Landlord's notice of termination. However, Tenant may rescind Landlord's right to recapture such portion by notifying Landlord in writing that Tenant no longer desires to sublet such portion within ten (10) days of receipt of Landlord's notice to recapture. Unless Landlord's right to recapture such area is so rescinded by Tenant, Landlord shall have the right to enter into a lease with the proposed transferee without incurring any liability to Tenant on account thereof.

D. **Assignment or Sublet to an Affiliate.** Notwithstanding anything to the contrary in this Section 14, Landlord's consent shall not be required for an assignment or sublet to an Affiliate (as hereinafter defined), and the provisions of Section 14.C above shall not be applicable to such assignment or sublet, as long as (i) Tenant provides to Landlord evidence, in form and substance satisfactory to Landlord, that such Affiliate has a net worth and creditworthiness no less than the net worth and creditworthiness of Tenant as of the date of this Lease, (ii) Tenant is not in Default under this Lease, and (iii) Tenant gives reasonable advance notice to Landlord of the proposed assignment or sublet. A transfer meeting the requirements of this paragraph is referred to herein as a "**Permitted Transfer**." A Permitted Transfer shall not release Tenant from any liability or obligation under this Lease. As used herein, "Affiliate" shall mean any entity (1) which then owns and controls Tenant; (2) is then owned and controlled by Tenant; (3) is then owned and controlled by an entity described in (1); (4) with which Tenant may merge or consolidate; or (5) which acquires all or substantially all of the equity or assets of Tenant.

15. **SURRENDER.** Upon termination of the Term or Tenant's right to possession of the Premises, Tenant shall return the Premises to Landlord in good order and condition, ordinary wear and damage by fire or other casualty excepted. If Landlord requires Tenant to remove any alterations pursuant to Section 9, then such removal shall be done in a good and workmanlike manner, and upon such removal Tenant shall restore the Premises to its condition prior to the installation of such alterations. If Tenant does not remove such alterations after request to do so by Landlord, Landlord may remove the same and restore the Premises, and Tenant shall pay the cost of such removal and restoration to Landlord upon demand. Tenant shall not be required to remove the Work, as defined in the Workletter. Tenant shall remove its furniture, equipment, trade fixtures, telephone and data cabling/wiring, and all items of personal property from the Premises prior to termination of the Term or Tenant's right to possession of the Premises. If Tenant does not remove such items, Tenant shall be conclusively presumed to have conveyed the same to Landlord without further payment or credit by Landlord to Tenant, or at Landlord's sole option such items shall be deemed abandoned, in which event Landlord may cause such items to be removed and disposed of at Tenant's expense, which shall be 115% of Landlord's actual cost of removal, without notice to Tenant and without obligation to compensate Tenant.

16. **DEFAULTS AND REMEDIES.**

A. **Default.** The occurrence of any of the following shall constitute a default (a "**Default**") by Tenant under this Lease: (i) Tenant fails to pay any Rent when due and such failure is not cured within five (5) days after notice from Landlord (which notice may be in the form of a Landlord statutory five (5) day notice); (ii) Tenant fails to perform any other provision of this Lease and such failure is not cured within thirty (30) days (or immediately if the failure involves a hazardous condition) after notice from Landlord (provided, however, if such default cannot reasonably be cured within 30 days, it shall not be a Default if Tenant commences to cure within such period and diligently prosecutes such cure to completion within the time reasonably required for such cure, not to exceed sixty (60) additional days); (iii) the leasehold interest of Tenant is levied upon or attached under process of law; or (iv) any voluntary or involuntary proceedings are filed by or against Tenant or any guarantor of this Lease under any bankruptcy, insolvency or similar laws and, in the case of any involuntary proceedings, are not dismissed within forty (40) days after filing. Landlord shall not be required to serve Tenant with any notices or demands as a prerequisite to its exercise of any of its rights or remedies under this Lease, other than those notices and demands specifically required under this Lease. Tenant expressly waives the service of any statutory demand or notice which is a prerequisite to Landlord's commencement of eviction proceedings against Tenant, including the demands and notices specified in 735 ILCS §§ 5/9-209 and 5/9-210.

The following shall constitute a default by Landlord under this Lease: if Landlord breaches any of its obligations under this Lease and fails to cure such breach within thirty (30) days after notice from Tenant; provided, however, if such default is of a nature that it cannot reasonably be cured within 30 days, it shall

not be a Default if Landlord commences to cure within such period and diligently prosecutes such cure to completion within the time reasonably required for such cure. Upon the occurrence of a default by Landlord, Tenant may NOT terminate this Lease, but may avail itself of any other remedies available to Tenant under law or in equity.

B. **Right of Re-Entry.** Upon the occurrence of a Default, Landlord may elect to terminate this Lease or, without terminating this Lease, terminate Tenant's right to possession of the Premises. Upon any such termination, Tenant shall immediately surrender and vacate the Premises and deliver possession thereof to Landlord. Tenant grants to Landlord the right to enter and repossess the Premises and to expel Tenant and any others who may be occupying the Premises and to remove any and all property therefrom, without being deemed in any manner guilty of trespass and without relinquishing Landlord's rights to Rent or any other right given to Landlord hereunder or by operation of law.

C. **Termination of Right to Possession.** If Landlord terminates Tenant's right to possession of the Premises without terminating this Lease, Landlord may relet the Premises or any part thereof. In such case, Landlord shall use reasonable efforts to relet the Premises on such terms as Landlord shall reasonably deem appropriate; provided, however, Landlord may first lease Landlord's other available space and shall not be required to accept any tenant offered by Tenant or to observe any instructions given by Tenant about such reletting. Tenant shall reimburse Landlord for the reasonable costs and expenses of reletting the Premises including, but not limited to, all brokerage, advertising, legal, alteration, redecorating, repairs and other reasonable expenses incurred to secure a new tenant for the Premises, appropriately allocated if such replacement lease is for a term longer than the remaining term of this Lease. In addition, if the consideration collected by Landlord upon any such reletting, after payment of the expenses of reletting the Premises which have not been reimbursed by Tenant, is insufficient to pay monthly the full amount of the Rent, Tenant shall pay to Landlord the amount of each monthly deficiency as it becomes due. If such consideration is greater than the amount necessary to pay the full amount of the Rent, the full amount of such excess shall be retained by Landlord and shall in no event be payable to Tenant.

D. **Termination of Lease.** If Landlord terminates this Lease, Landlord may recover from Tenant and Tenant shall pay to Landlord, on demand, as and for liquidated and final damages, an accelerated lump sum amount equal to the amount by which Landlord's estimate of the aggregate amount of Rent owing from the date of such termination through the Expiration Date plus Landlord's estimate of the aggregate expenses of reletting the Premises, exceeds Landlord's estimate of the fair rental value of the Premises for the same period (after deducting from such fair rental value the time needed to relet the Premises and the amount of concessions which would normally be given to a new tenant) both discounted to present value at the rate of three percent (3%) per annum.

E. **Other Remedies.** Landlord may, but shall not be obligated to, perform any obligation of Tenant under this Lease, and, if Landlord so elects, all costs and expenses paid by Landlord in performing such obligation, together with interest at the Default Rate, shall be reimbursed by Tenant to Landlord on demand. Any and all remedies set forth in this Lease: (i) shall be in addition to any and all other remedies Landlord may have at law or in equity; (ii) shall be cumulative; and (iii) may be pursued successively or concurrently as Landlord may elect. The exercise of any remedy by Landlord shall not be deemed an election of remedies or preclude Landlord from exercising any other remedies in the future.

F. **Bankruptcy.** If Tenant becomes bankrupt, the bankruptcy trustee shall not have the right to assume or assign this Lease unless the trustee complies with all requirements of the United States Bankruptcy Code, and Landlord expressly reserves all of its rights, claims and remedies thereunder.

G. **Waiver of Trial by Jury.** Landlord and Tenant waive trial by jury in the event of any action, proceeding or counterclaim brought by either Landlord or Tenant against the other in connection with this Lease.

H. **Venue.** If either Landlord or Tenant desires to bring an action against the other in connection with this Lease, such action shall be brought in the federal courts located in Chicago, Illinois, or state courts located in Cook County, Illinois. Landlord and Tenant consent to the jurisdiction of such courts and waive any right to have such action transferred from such courts on the grounds of improper venue or inconvenient forum.

I. **No Consequential Damages.** Notwithstanding anything contained in this Lease to the contrary, except as specifically provided to the contrary in Section 17 entitled "Holding Over," in no event shall either party hereto be liable to the other party for consequential damages.

17. ***HOLDING OVER.*** If Tenant retains possession of the Premises after the expiration or termination of the Term or Tenant's right to possession of the Premises, Tenant shall pay Rent during such holding over at 150% times the Rent in effect immediately preceding such holding over, computed on a monthly basis for each month or partial month that Tenant remains in possession. Tenant shall also pay, indemnify and defend Landlord from and against all claims and damages, consequential as well as direct, sustained by reason of Tenant's holding over, including without limitation damages associated with Landlord's inability to deliver the Premises to or prepare them for a new tenant, but only for such amounts that Landlord incurs more than thirty (30) days after Landlord has given Tenant notice (which notice may be sent before or after expiration of the Lease Term) that Landlord has entered into a lease covering all or part of the Premises with another tenant, or that Landlord otherwise requires possession of the Premises. The provisions of this section do not waive Landlord's right of re-entry or right to regain possession by actions at law or in equity or any other rights hereunder, and any receipt of payment by Landlord shall not be deemed a consent by Landlord to Tenant's remaining in possession or be construed as creating or renewing any lease or right of tenancy between Landlord and Tenant.

18. ***SECURITY DEPOSIT.*** *Intentionally Deleted.*

19. ***SUBSTITUTION OF OTHER PREMISES.*** At any time hereafter, Landlord, at its sole cost and expense, shall have the right to relocate Tenant ("**Relocation Right**") to alternative single floor space located in the Project (the "**New Premises**"). To exercise this Relocation Right, Landlord must provide Tenant with at least ninety (90) days prior written notice, which notice shall include an estimated relocation date (which relocation date shall be at least five (5) business days after completion of the required build-out work and issuance of a certificate of completion or equivalent for the New Premises) and construction schedule, together with detailed plans and specifications of the location, layout and design of the proposed New Premises. Landlord shall be solely responsible for all costs and expenses associated with the build-out of the New Premises. The build-out shall be performed in a first-class and workmanlike manner with layout, including aesthetics and finishes, of the same or superior quality to those existing in the original Premises. In addition Landlord shall pay all reasonable expenses incurred by Tenant in connection with such relocation, including but not limited to costs of moving at such time and such manner as to not inconvenience Tenant more than is reasonably necessary, door lettering, signage, rewiring and re-cabling all telecommunication, computer and other technological equipment, telephone relocation, reasonable quantities of new stationery and for improving the New Premises so that they are substantially similar to the Premises. Tenant will remain in the current Premises until the build-out is complete and the certificate of occupancy or equivalent has been issued for the New Premises.

20. ***ESTOPPEL CERTIFICATE.*** Tenant agrees that, from time to time upon not less than ten (10) days' prior request by Landlord, Tenant shall execute and deliver to Landlord a written certificate

certifying: (i) that this Lease is unmodified and in full force and effect (or if there have been modifications, a description of such modifications and that this Lease as modified is in full force and effect); (ii) the dates to which Rent has been paid; (iii) that Tenant is in possession of the Premises, if that is the case; (iv) that Landlord is not in default under this Lease, or, if Tenant believes Landlord is in default, the nature thereof in detail; (v) that Tenant has no off-sets or defenses to the performance of its obligations under this Lease (or if Tenant believes there are any off-sets or defenses, a full and complete explanation thereof); (vi) that the Premises have been completed in accordance with the terms and provisions hereof or the Workletter, that Tenant has accepted the Premises and the condition thereof and of all improvements thereto and has no claims against Landlord or any other party with respect thereto; and (vii) such additional matters as may be requested by Landlord, it being agreed that such certificate may be relied upon by any prospective purchaser, mortgagee, or other person having or acquiring an interest in the Building. If Tenant fails to execute and deliver the estoppel certificate within such ten (10) day period, and then further fails to deliver the estoppel certificate within three (3) days following receipt of a second notice from Landlord, then Tenant shall immediately, and without further notice, be deemed in Default hereunder.

21. **SUBORDINATION.** This Lease is and shall be expressly subject and subordinate at all times to (i) any ground or underlying lease of the Building, now or hereafter existing, and all amendments, renewals and modifications to any such lease, and (ii) the lien of any mortgage or trust deed now or hereafter encumbering fee title to the Building and/or the leasehold estate under any such lease, unless such ground lease or ground lessor, or mortgage or mortgagee, expressly provides or elects that the Lease shall be superior to such lease or mortgage. If any such mortgage or trust deed is foreclosed, or if any such lease is terminated, upon request of the mortgagee, holder or lessor, as the case may be, Tenant will attorn to the purchaser at the foreclosure sale or to the lessor under such lease, as the case may be. The foregoing provisions are declared to be self-operative and no further instruments shall be required to effect such subordination and/or attornment; provided, however, that Tenant agrees upon request by any such mortgagee, holder, lessor or purchaser at foreclosure, to execute and deliver such subordination and/or attornment instruments as may be required by such person to confirm such subordination and/or attornment, or any other documents required to evidence superiority of the ground lease or mortgage, should ground lessor or mortgagee elect such superiority. Tenant shall execute and deliver any such instruments within ten (10) days after such request. If Tenant fails to execute and deliver such instrument within such ten (10) day period, and then further fails to deliver such instrument within three (3) days following receipt of a second notice from Landlord, then Tenant shall immediately, and without further notice, be deemed in Default hereunder. Specifically, the form of subordination, non-disturbance and attornment agreement of Landlord's current Lender is attached hereto as Exhibit E, and Tenant agrees to execute an agreement in such form, contemporaneous with its execution of this Lease, if so requested by Landlord or Lender. Tenant will reimburse Landlord for any fees charged by the lender in connection with requests by Tenant for changes to the lender's form.

As long as Tenant is not in Default under this Lease, this Section 21 shall not result in an interference with Tenant's Permitted Use and occupancy of the Premises or Tenant's rights hereunder.

In the event of any act or omission by Landlord which would give Tenant rights or remedies pursuant to this Lease or applicable law, Tenant will not exercise or seek such rights or remedies until (i) it shall have given written notice of the act or omission to Landlord and to the holder(s) of the indebtedness or other obligations secured by any mortgage or deed of trust affecting the Premises or of any ground or underlying lease, if the name and address of such holder(s) have been furnished to Tenant, and (ii) a reasonable period of time for remedying the act or omission, in light of the time required to effect a remedy and of the impact of the act or omission on Tenant's business operations at the Premises, has elapsed following the giving of the notice (which shall in no event be deemed less than thirty (30) days), during which time Landlord and such holder(s), or either of them, and their agents or employees, will be entitled to enter upon the Premises and do therein whatever may be necessary to remedy the act or omission.

22. **QUIET ENJOYMENT.** As long as no Default exists, Tenant shall peacefully and quietly have and enjoy the Premises for the Term, free from interference by Landlord, subject, however, to the provisions of this Lease. The loss or reduction of Tenant's light, air or view will not be deemed a disturbance of Tenant's occupancy of the Premises nor will it affect Tenant's obligations under this Lease or create any liability of Landlord to Tenant.

23. **BROKER.** Tenant represents to Landlord that Tenant has dealt only with the broker(s) set forth in Item 9 of the Schedule (collectively, the "**Broker**") in connection with this Lease and that, insofar as Tenant knows, no other broker negotiated this Lease or is entitled to any commission in connection herewith. Tenant agrees to indemnify, defend and hold Landlord and Landlord's agents harmless from and against any claims for a fee or commission made by any broker, other than the Broker, claiming to have acted by or on behalf of Tenant in connection with this Lease. Landlord agrees to pay the Broker a commission in accordance with a separate agreement between Landlord and the Broker.

24. **NOTICES.** All notices and demands to be given by one party to the other party under this Lease shall be given in writing, mailed or delivered to Landlord or Tenant, as the case may be, at the following address:

If to Landlord:	CCII 1033 LLC c/o Fulcrum Operating Company, LLC 8725 W. Higgins Rd., Ste 805 Chicago, IL 60631 Attention: Mr. Peter J. Broccolo
with copies to:	Jones Lang LaSalle Americas (Illinois), L. P. 1033 Skokie Boulevard Northbrook, IL 60062 Attention: Barbara Liebers
and:	Rothschild, Barry & Myers LLP 150 South Wacker Drive, Suite 3025 Chicago, IL 60606 Attention: Jonathan E. Rothschild
If to Tenant:	Kapstone Paper and Packaging Corporation 1101 Skokie Blvd, Suite 300 Northbrook, IL 60062 Attention: Chief Financial Officer
with a copy to:	Kapstone Paper and Packaging Corporation 1101 Skokie Blvd, Suite 300 Northbrook, IL 60062 Attention: General Counsel

or at such other address as either party may hereafter designate. Notices shall be delivered by hand or by United States certified or registered mail, postage prepaid, return receipt requested, or by a nationally recognized overnight air courier service. Notices shall be considered to have been given upon the earlier to occur of actual receipt, two (2) business days after posting in the United States mail, or the next business day after delivery to a recognized overnight air courier.

25. **MISCELLANEOUS.**

A. **Successors and Assigns.** Subject to Section 14 of this Lease, each provision of this Lease shall extend to, bind and inure to the benefit of Landlord and Tenant and their respective legal representatives, successors and assigns, and all references herein to Landlord and Tenant shall be deemed to include all such parties. Without limitation of the foregoing, in the event of separation of ownership of the Project, all rights reserved by Landlord in this Lease with respect to the Project shall inure to the benefit of each party owning a part thereof with respect to the part owned by them. In the event of sale or conveyance or transfer by Landlord of its interest in the Project, the Building, or this Lease, the same shall operate to release Landlord from any future liability upon any of the covenants or conditions, express or implied, herein contained in favor of Tenant, and in such event Tenant agrees to look solely to the responsibility of the successor in interest of Landlord in and to this Lease. This Lease shall not be affected by any such sale, conveyance or transfer.

B. **Entire Agreement.** This Lease, and the riders and exhibits, if any, attached hereto which are hereby made a part of this Lease, represent the complete agreement between Landlord and Tenant, and Landlord has made no representations or warranties except as expressly set forth in this Lease. No modification or amendment of or waiver under this Lease shall be binding upon Landlord or Tenant unless in writing signed by Landlord and Tenant.

C. **Time of Essence.** Time is of the essence of this Lease and each and all of its provisions.

D. **Execution and Delivery.** Submission of this instrument for examination or signature by Tenant does not constitute a reservation of space or an option for lease, and it is not effective until execution and delivery by both Landlord and Tenant. Execution and delivery of this Lease by Tenant to Landlord shall constitute an irrevocable offer by Tenant to lease the Premises on the terms and conditions set forth herein, which offer may not be revoked for twenty (20) days after such delivery. Any person signing this Lease on behalf of Landlord or Tenant warrants and represents that he has authority to do so.

E. **Severability.** The invalidity or unenforceability of any provision of this Lease shall not affect or impair any other provisions.

F. **Governing Law.** This Lease shall be governed by and construed in accordance with the laws of the State of Illinois.

G. **Attorneys' Fees.** Tenant shall pay to Landlord all costs and expenses, including reasonable attorneys' fees, incurred by Landlord as a result of any litigation involving third parties to which Landlord becomes a party as a result of this Lease. If the services of an attorney are required by any party to secure the performance under this Lease or otherwise upon the breach or default of the other party to the Lease, or if any judicial remedy is necessary to enforce or interpret any provision of the Lease, the prevailing party shall be entitled to reasonable attorney's fees, costs and other expenses, in addition to any other relief to which such prevailing party may be entitled.

H. **Delay in Possession.** In no event shall Landlord or its contractors or agents be liable to Tenant if Landlord is unable to deliver possession of the Premises to Tenant on the scheduled Commencement Date.

I. **Joint and Several Liability.** If Tenant is comprised of more than one party, each such party shall be jointly and severally liable for Tenant's obligations under this Lease.

J. **Force Majeure.** Landlord shall not be in default hereunder and Tenant shall not be excused from performing any of its obligations hereunder if Landlord is prevented from performing any of its obligations hereunder due to any accident, breakage, strike, shortage of materials, acts of God or other causes beyond Landlord's reasonable control.

K. **Captions.** The headings and titles in this Lease are for convenience only and shall have no effect upon the construction or interpretation of this Lease.

L. **No Waiver.** No receipt of money by Landlord from Tenant after termination of this Lease or after the service of any notice or after the commencement of any suit or after final judgment for possession of the Premises shall renew, reinstate, continue or extend the Term or affect any such notice or suit. No waiver of any default of Tenant shall be implied from any omission by Landlord to take any action on account of such default if such default persists or be repeated, and no express waiver shall affect any default other than the default specified in the express waiver and then only for the time and to the extent therein stated.

M. **Limitation of Liability.** Any liability of Landlord under this Lease shall be limited solely to its interest in the Building, and in no event shall any personal liability be asserted against Landlord in connection with this Lease nor shall any recourse be had to any other property or assets of Landlord.

N. **Signage.** Tenant shall be entitled to its Proportionate Share of building standard listings on the Building directory, and to Building-standard suite entry and lobby signs at Landlord's expense. Changes to such listings or signs shall be at Tenant's expense. Pursuant to the 1101 Lease (as defined in Section 27 below), Tenant has the right to maintain an identifying sign panel on the monument in front of the Adjacent Building ("Tenant's Signage"); Tenant shall have no additional rights with regard to the monument in front of the Building. Tenant's rights under this Paragraph are personal to the original Tenant and/or an Affiliate, and may not be assigned or subleased.

O. **Fitness Center and Amenities.** Provided that Tenant is not in Default hereunder, Tenant's employees shall be entitled to use of any fitness center located in the Project free of charge during the Term hereof, subject to execution of Landlord's standard form of membership waiver-indemnity agreement. Additionally, Tenant shall have access to any other common use facilities and amenities, such as conference rooms, smokers lounges, concierge services, and food services, if any, in common with the employees and visitors of Landlord and other tenants of the Project, subject to reasonable rules and regulations and usage fees which Landlord may establish from time to time.

P. **Cross-Default.** A Default by Tenant under this Lease shall constitute a Default by Tenant under any other lease by Tenant for space in the Project, and a Default by Tenant under any other lease by Tenant for space in the Project shall constitute a Default by Tenant under this Lease.

Q. **OFAC and Anti-Money Laundering Compliance Certifications.** Tenant hereby represents, certifies and warrants to Landlord as follows: (i) Tenant is not named and is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by an Executive Order, including without limitation Executive Order 13224, or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person," or other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enacted, enforced or administered by the Office of Foreign Assets Control ("OFAC"); (ii) Tenant is not engaged in this transaction, directly or indirectly, for or on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity or nation; and (iii) none of the proceeds used to pay rent have been or will be derived from a "specified unlawful activity" as defined in, and Tenant is not otherwise in violation of, the Money

Laundering Control Act of 1986, as amended, or any other applicable laws regarding money laundering activities. Furthermore, Tenant agrees to immediately notify Landlord if Tenant was, is, or in the future becomes, a "senior foreign political figure," and immediate family member or close associate of a senior foreign political figure," within the meaning of Section 312 of the USA PATRIOT Act of 2001. Notwithstanding anything in this Lease to the contrary, Tenant understands that this Lease is a continuing transaction and that the foregoing representations, certifications and warranties are ongoing and shall be and remain true and in force on the date hereof and throughout the term of the Lease and that any breach thereof shall be a default under the Lease (not subject to any notice or cure rights) giving rise to Landlord remedies including but not limited to eviction. Tenant hereby agrees to defend, indemnify and hold harmless Landlord from and against any and all claims, damages, losses, risks, liabilities, fines, penalties, forfeitures and expenses (including without limitation costs and attorney's fees) arising from or related to any breach of any of such representations, certifications and warranties.

R. **Counterparts.** This Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. Landlord shall have the unilateral right to insert the date of this Lease on page 1 hereof

26. **RENEWAL OPTION.**

A. Landlord hereby grants Tenant an option to renew the Term of this Lease ("**Renewal Option**") on the same terms, conditions and provisions contained in this Lease, except as otherwise provided herein, for one period of five (5) years ("**Renewal Term**"), commencing on the day after the Expiration Date. Tenant shall exercise its Renewal Option by giving written notice to Landlord at least twelve (12) months before the Expiration Date, time being of the essence. If such Renewal Option is not so exercised, it shall thereupon expire. Tenant may exercise the Renewal Option, and its exercise thereof shall be effective, only if at the time of Tenant's exercise: (i) the Lease is in full force and effect, (ii) Tenant is not in Default under this Lease beyond any applicable notice or cure period, and (iii) Tenant and its Affiliates are in possession of at least 75% of the Premises and Tenant has not sublet more than 25% of the Premises, other than as a Permitted Transfer to an Affiliate. Base Rent per RSF of the Premises payable during the Renewal Term shall be equal to the Market Rental Rate (as hereafter defined) per RSF for the Premises. Landlord shall give Tenant written notice of the proposed Market Rental Rate within twenty (20) days following receipt of Tenant's renewal notice, which will be delivered no earlier than eighteen (18) months prior to the Expiration Date, time being of the essence.

B. If Tenant disagrees with Landlord's proposed Market Rental Rate, Tenant shall immediately so notify Landlord and the parties shall thereafter negotiate in good faith in an attempt to reach agreement as to the Market Rental Rate. If the parties cannot reach an agreement as to the Market Rental Rate, Tenant may withdraw its renewal notice by providing written notice thereof to Landlord within thirty (30) days after Tenant's receipt of Landlord's proposed Market Rental Rate, in which event the Lease will expire as scheduled on the Expiration Date. If Tenant does not provide a timely withdrawal notice, then the Market Rental Rate shall be as set forth in Landlord's notice of the proposed Market Rental Rate, or as otherwise agreed in writing by the parties. If Tenant has validly exercised said Renewal Option and has not timely withdrawn the same, then within thirty (30) days after the later of (i) a request by either party hereto and (ii) the expiration of Tenant's time to withdraw its renewal notice, Landlord and Tenant shall enter into a written amendment to the Lease confirming the terms, conditions and provisions applicable to the Renewal Term as determined in accordance herewith. The Renewal Option may be exercised only with respect to all space then comprising the Premises.

C. **Market Rental Rate.** As used herein, the term "Market Rental Rate" per RSF of the Premises shall mean (i) the annual rate of base rent reasonably determined by Landlord to be the prevailing market rental rate for comparable renewal tenants for comparable space in the Building (taking into

consideration the duration of the term for which such space is being leased, location and/or floor level within the Building, when the applicable rate first becomes effective and other comparable factors; and reflecting prevailing concessions such as, but not limited to, rental concessions, tenant improvement work, design, construction and moving allowances, and time for construction of tenant improvements; and assuming that leasing commissions will be paid) for terms commencing on or about the time for which Market Rental Rate is being determined hereunder, or, if there is no comparable space or recent comparable transactions in the Building, then in comparable Class A office buildings in the area of the Building, plus (ii) additional components of the Market Rental Rate, which may include, among the other then prevailing components of rent, periodic adjustments or additions to a fixed rent based on a share of real estate taxes and other expenses, and increases to adjust for inflation. Bona fide written offers to lease comparable space at the Building or Project received by Landlord from third parties or given by Landlord to third parties may be used by Landlord as an indication of the Market Rental Rate.

27. **CONDITIONAL TERMINATION OPTION.**

A. Subject to the provisions hereinafter set forth and provided that no Default exists as of that date, Tenant shall have the conditional right (the “**Termination Option**”) to terminate this Lease effective as of August 31, 2020 (the “**Early Termination Date**”). To exercise the Termination Option, Tenant shall (a) deliver to Landlord written notice of Tenant’s election to terminate this Lease (the “**Termination Notice**”), within twenty (20) days of receiving the “**Event Notice**” (as hereafter defined); and (b) pay to Landlord, at least 60 days before the Early Termination Date, the “**Termination Payment**” (as hereafter defined), time being of the essence. Landlord shall not be obligated to recognize the effectiveness of any attempt by Tenant to exercise the Termination Option unless such attempted exercise is in strict conformance with the terms and conditions of this Section. If Tenant properly exercises its Termination Option, then this Lease shall terminate as of the Early Termination Date as if such Early Termination Date were the Expiration Date specified in this Lease, and Tenant shall surrender the entire Premises to Landlord on the Early Termination Date in accordance with the terms of this Lease. All obligations of Tenant which accrue under this Lease on or before the Early Termination Date shall survive such termination. If any attempted exercise of the Termination Option by Tenant does not conform to the terms of this Section 27, then Landlord, at its option, may elect to either accept the termination or to treat Tenant’s attempted exercise of the Termination Option as null and void, in which case Landlord shall notify Tenant of the rejection of the Termination Notice within twenty (20) business days of such attempted exercise or such non-conformity, as applicable.

B. Tenant is currently the tenant under a lease (the “**1101 Lease**”) for certain space (the “**1101 Premises**”) in an adjacent building located at 1101 Skokie Boulevard, Suite 200, Northbrook, Illinois (the “**1101 Building**”). The landlord under the 1101 Lease (the “**1101 Landlord**”), is an affiliate of Landlord. PCS Administration (USA), Inc. (“**PCS**”) is also a tenant in the 1101 Building, and has a Right of First Offer that entitles PCS to lease the 1101 Premises when the initial term of the 1101 Lease expires on or about August 31, 2020. Tenant shall have the right to exercise the Termination Option described in this Section 27 only if Tenant has timely exercised its Renewal Option under the 1101 Lease, but is thereafter notified by the 1101 Landlord that PCS has exercised its right to lease the 1101 Premises. “**Event Notice**” shall mean the notice from Landlord advising Tenant that PCS has exercised its right to lease the 1101 Premises.

C. As used herein, “**Termination Payment**” shall mean the unamortized balance of the “**Leasing Costs**” (defined below) incurred by Landlord as of the Early Termination Date, had the Leasing Costs been loaned to Tenant as of the Commencement Date at the interest rate of eight percent (8%) per annum and had such loaned amount been repaid in equal monthly installments commencing on the Commencement Date in amounts sufficient to fully amortize such loaned amount and the imputed interest thereon on the Expiration Date. “**Leasing Costs**” shall mean the Work Allowance (defined in the

Workletter) paid by Landlord.

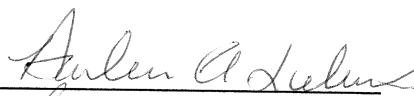
[Remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Lease in manner sufficient to bind them as of the day and year first above written.

LANDLORD

CCII 1033 LLC, a Delaware limited liability company

By: JONES LANG LASALLE AMERICAS
(ILLINOIS), L. P., Property Manager and
Authorized Agent

By: 
Name: BARBARA A. LYONS
Its: Gen. Vice President

TENANT

**KAPSTONE PAPER AND PACKAGING
CORPORATION**, a Delaware corporation

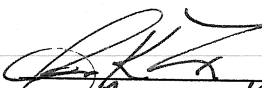
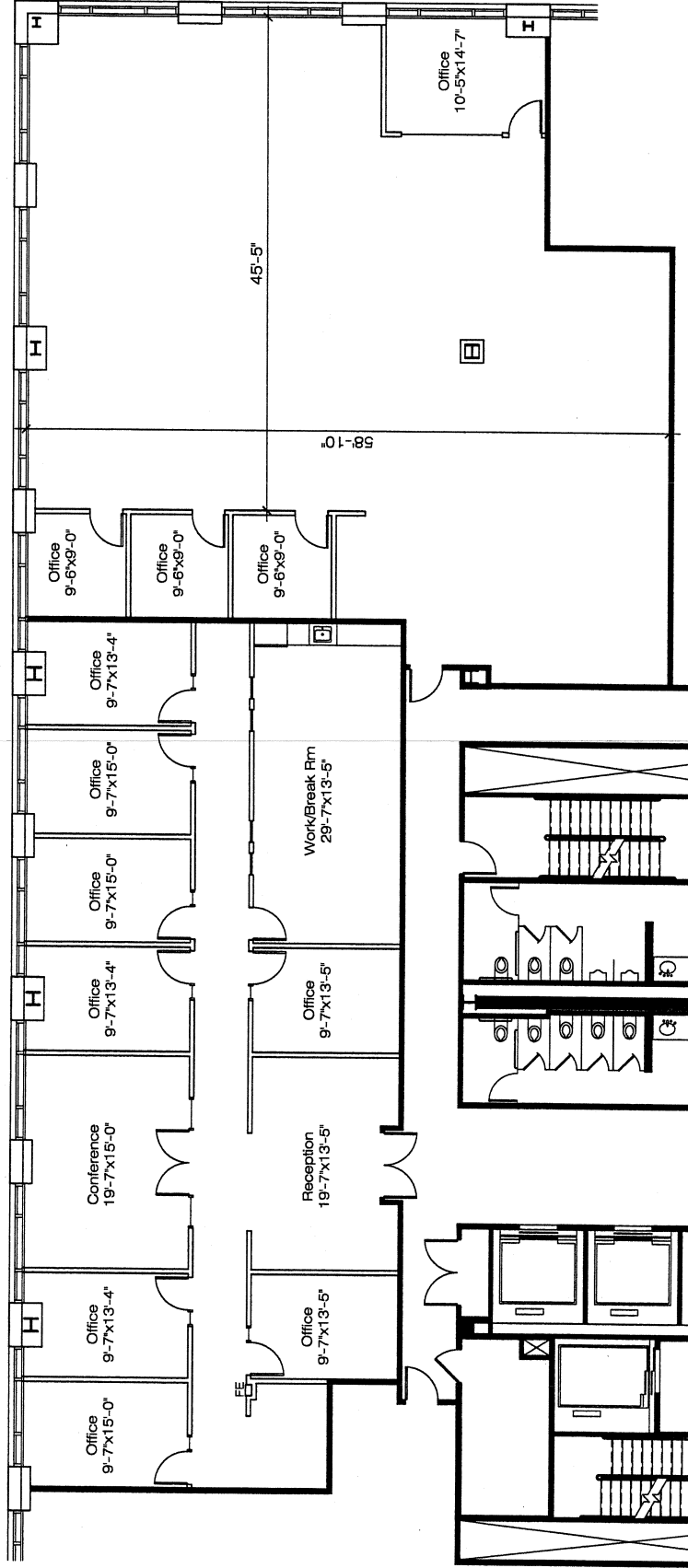
By: 
Name: ANDREA K. TARDOX
Its: VP & CFO

EXHIBIT A
FLOOR PLAN OF THE PREMISES

Corporate Center of Northbrook

1033 Skokie Boulevard, Northbrook, Illinois



Suites 330/340
6,977 RSF

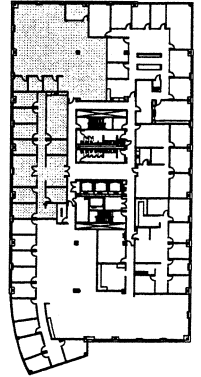
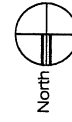


EXHIBIT B
WORKLETTER (Tenant Work)

1. **Tenant Work.** This Workletter sets forth the terms and conditions governing construction of tenant improvements and renovations to the Premises (the “**Tenant Work**”). The Tenant Work shall be constructed by Tenant in a good and workmanlike fashion and in compliance with all applicable laws, ordinances, regulations, building and fire codes, and other governmental requirements, including without limitation the ADA. Landlord shall not be obligated to respond to or act upon any plan, drawing, change order approval, or other matter relating to the Tenant Work unless and until it has been executed by Tenant. Tenant certifies to Landlord that the agreed Plans will reflect all of Tenant’s requirements with respect to the Premises, including but not limited to:

- (a) Special loading, such as the location of file cabinets or special equipment
- (b) Openings in the walls or floors.
- (c) Special electrical, air conditioning or plumbing work.
- (d) Location and dimensions of telephone equipment rooms and telephone and electrical outlets.
- (e) Locations of type of partitions, doors and hardware.
- (f) Special cabinet work or other millwork items.
- (g) Variations of standard ceiling heights.
- (h) Color selection of painted areas.
- (i) Selection of floor covering and any special wall covering.
- (j) Fire, life-safety, sprinkler work

2. **Work Allowance.** Landlord shall contribute up to \$45.00 per RSF of the Premises (**\$313,965.00** total) (the “**Work Allowance**”) toward the “**Costs**” of Tenant Work in the Premises that is performed between the Commencement Date and July 31, 2016. “**Costs**” of the Tenant Work shall mean the actual hard and soft costs and charges for material and labor; contractor's profit; contractor's general overhead; permits and inspections; architectural, engineering, and consultant fees; telecommunications cabling and equipment; signage; project management fees; and design and installation fees in connection with the Tenant Work. Landlord shall not charge any supervisory or administrative fees associated with the Tenant Work, but Costs will include all reasonable out-of-pocket third-party expenses for review and supervision of the Tenant Work.

a. All Costs in excess of the Work Allowance, and all other costs associated with the Tenant Work (collectively, “**Excess Costs**”), shall be paid by Tenant. Tenant shall pay the estimated amount of such Excess Costs before requesting disbursement of any of the Work Allowance.

b. As a condition of Landlord’s disbursement of any part of the Work Allowance, Tenant shall provide to Landlord lien waivers and contractors’ affidavits, and invoices for actual costs, in such form as may reasonably be required by Landlord and Landlord’s title insurance company, from all parties performing labor or supplying materials or services in connection with the Tenant Work. The required documentation for any disbursement or draw (which shall be submitted no more frequently than monthly, and in amounts of not less than \$10,000.00 per submission (unless less than \$10,000.00 of the Work Allowance remains to be disbursed)) shall include all of the following:

- i. A statement in writing under oath signed by Tenant’s architect stating the various contracts entered into by Tenant for the Work and with respect to each: the total contract price for all labor, work, services and materials; the percentage of Tenant Work which has been completed; and the amount requested for reimbursement.

- ii. A statement in writing under oath or verified by affidavit of Tenant's Contractor stating: the names of all persons, firms, associations, corporations or other parties by whom labor, materials, services or work will be rendered or furnished pursuant to the contract with Tenant's Contractor; that nature of labor, work, services, and materials to be rendered or furnished by each of the foregoing; the amounts to be paid for such labor, work, services, and materials; the percentage of Tenant Work which has been completed; and the amount requested for reimbursement or payment.
- iii. Original of waivers of lien from each of Tenant's Contractors and all subcontractors, materialmen and vendors performing labor or supplying materials or services in connection with the Tenant Work, showing that all of said parties have been compensated in full and waiving all liens in connection with the Premises and Tenant Work (which waivers may be interim or final waivers as to the first draw, but must be final and non-contingent waivers as to the final payment request).

Within ten (10) business days after its receipt of the foregoing documentation, Landlord will approve or disapprove such documentation, or portions thereof. If Landlord disapproves of any such documentation, Landlord shall notify Tenant of the specific reason therefor, and will respond to any re-submitted documentation within five (5) business days. Once Tenant's documentation is approved, disbursement shall be made no later than thirty (30) days thereafter.

c. The *lesser* of (i) the amount if any by which the Work Allowance exceeds the Costs of the Tenant Work, and (ii) \$3.00 per RSF of the Premises (*i.e.*, \$20,931.00) is referred to in this subparagraph as the "**Difference**." Landlord shall have no obligation to pay or credit any part of the Difference to Tenant, except as follows: Landlord shall reimburse Tenant (but not in excess of the Difference) for Tenant's documented costs of purchasing and installing telecommunications cabling/ wiring, furniture, and fixtures for the Premises. Landlord shall not have any obligation to reimburse costs pursuant to the previous sentence unless such costs are incurred, paid, and submitted to Landlord before July 31, 2016. Any portion of the Difference that is not properly and timely requested by Tenant as described above, and any other part of the Work Allowance that has not been spent by July 31, 2016, shall expire and be forfeited. Amounts reimbursable under this subparagraph will be paid by Landlord within thirty (30) days of receipt of Tenant's documentation.

3. Design and Schedule.

3.1 Tenant Plans for Tenant Work/Design Allowance. The "**Tenant Plans**" shall consist of the Space Plan and the Construction Drawings and Specifications as defined below.

Space Plan: The "**Space Plan**" as used herein shall mean a plan containing, among other things, a partition layout, door location and some furniture located in key spaces within the Premises. Landlord shall contribute up to \$0.10 per RSF of the Premises (**\$697.70** total) toward the cost of the Space Plan, which amount shall not be paid from the Work Allowance.

Construction Drawings and Specifications: The "**Construction Drawings and Specifications**" as used herein shall mean construction working drawings, mechanical, electrical, plumbing, and other technical specifications, and the finishing details, including wall finishes and colors and technical and mechanical equipment installation, if any, all of which details the installation of the Tenant Work in the Premises. The Construction Drawings and Specifications shall:

- (a) be compatible with the Building shell, and with the design, construction and equipment of the Building; in that regard, Tenant acknowledges that the Design Load Criteria for office space is 50 lbs. per square foot plus 20 lbs per square foot at partitions.

- (b) comply with all applicable laws, codes and ordinances including the American With Disabilities Act, and the rules and regulations of all governmental authorities having jurisdiction;
- (c) comply with all applicable reasonable insurance regulations and the requirements of the Board of Underwriters for a fire resistant Class A office building; and
- (d) include locations of all Tenant Work including complete dimensions.

3.2 Approvals by Landlord. All Tenant Plans shall be submitted to Landlord for written approval, which shall not be unreasonably withheld, conditioned or delayed, except that Landlord shall have complete discretion with regard to granting or withholding approval to the extent the work contemplated by the Tenant Plans would materially adversely impact the Building's structure or systems, or would be readily visible from the Common Areas or exterior of the Building. Landlord shall give its approval or reasonable disapproval (and if disapproval Landlord shall state in writing the reasons therefor) within ten (10) business days after receipt of the Tenant Plans, failing which such Tenant Plans shall be deemed approved. Any material changes, additions or modifications that Landlord requests or Tenant desires to make to the Tenant Plans shall also be submitted to Landlord for written approval pursuant to the same standards as set forth above; provided, however, the Landlord's time frame for responding to Tenant shall be reduced for re-submittals of Tenant Plans to five (5) business days.

3.3 Construction of Tenant Work. Following Landlord's final approval of the Tenant Plans, and Tenant obtaining all required permits, Tenant shall commence and diligently proceed with the construction of the Tenant Work. Tenant shall hire its own general contractor and subcontractors (from Landlord's list of approved contractors, or other union contractors approved by Landlord, which approval shall not be unreasonably withheld) to complete the Tenant Work. The Tenant Work shall be constructed with due diligence, in a good and workmanlike manner, and substantially in accordance with the Tenant Plans and all applicable laws, codes, ordinances and rules and regulations of all governmental authorities having jurisdiction. **Except to the extent of Landlord's gross negligence or willful misconduct, Tenant hereby agrees to indemnify, and to cause contractors and subcontractors which it engages to perform the Tenant Work to indemnify, the Landlord and hold Landlord harmless from any and all claims for personal or bodily injury and property damage that may arise from the performance of the Tenant Work by Tenant or its contractors, material suppliers, or consultants.**

3.4 Further Conditions. Notwithstanding the foregoing, Tenant shall not commence the Tenant Work until the following is provided:

(a) **Insurance.** Prior to construction, Tenant, or Tenant's general contractor, shall provide Landlord with certificates of All-Risk Builder's Risk Insurance ("**Builder's Risk Insurance Policy**"), in the minimum amount of the replacement cost of the Tenant Work issued by a company or companies reasonably acceptable to Tenant, covering the Premises, with insurance carrier endorsements naming the Landlord and Managing Agent as additional insureds as their interests may appear. Said policy shall insure the Tenant Work and all materials and supplies for the Tenant Work stored on the Premises (or at any other sites) against loss or damage by fire and the risks and hazards insured against by the standard form of extended coverage, and against vandalism and malicious mischief, and such other risks and hazards. Said insurance coverage shall be for 100% of replacement cost.

(b) **Governmental Permits.** Tenant shall be responsible for obtaining any and all permits required for the Tenant Work, and for providing Landlord with copies of building permits and other appropriate permits and licenses from the appropriate agency or office of any governmental or regulatory body having jurisdiction over the Premises and which are required for the construction of the Tenant Work.

3.5 Additional Provisions

(a) Cooperation. Except to the extent located within an approved staging area, Tenant shall promptly remove from the Common Areas any of Tenant's vehicles, equipment, materials, supplies or other property deposited in the Common Areas during the construction of the Tenant Work. Further, Tenant shall at no time disrupt or allow disruption to any existing tenant's parking of vehicles and pedestrian access, nor allow disruptions of mechanical, electrical, telephone and plumbing services. In addition, Tenant shall not adversely impact the normal business operation of any other tenant at the Project.

(b) Inspection by Landlord. During the period of construction, Tenant shall allow and cause its contractors to allow the Landlord's representative, if any, reasonable access to the Premises. Landlord's representative shall be allowed to perform inspections of said work, at no cost to Tenant, upon reasonable verbal or email notice, to verify to the Landlord that said Tenant Work is being performed in accordance with the Landlord's building standards. Landlord's representative's inspection of the Tenant Work shall not constitute a warranty or representation as to the Tenant Work's compliance with the Tenant Plans or with applicable laws, codes and ordinances.

(c) Completion of Tenant Work. Tenant shall notify Landlord in writing when the Tenant Work has been Substantially Completed. Landlord shall thereupon have the opportunity to inspect the Premises to determine if the Tenant Work has been Substantially Completed in accordance with the Tenant Plans. "**Substantial Completion**" (or any grammatical variation thereof) means completion of construction of the Tenant Work substantially in accordance with this Workletter, except for items which are identified as punch list items by Landlord and Tenant in a joint inspection of the Premises. If the Tenant Work has not been Substantially Completed in accordance with the Tenant Plans, Landlord shall, within three (3) business days of such inspection, provide Tenant with written notification of the items deemed to deviate materially from the Tenant Plans. Tenant shall forthwith proceed to correct the incorrect or incomplete items. Notwithstanding anything to the contrary, the Tenant Work shall not be considered suitable for review by Landlord until all designated or required governmental inspections, permits and certifications (temporary or otherwise) have been made, given and/or posted.

(d) Commencement Date. The Commencement Date shall be the date set forth in the Lease. Tenant acknowledges that the Tenant Work may not be completed until after the Commencement Date, and that this circumstance shall not postpone the Commencement Date, or affect Tenant's obligation to pay Rent, or make Landlord or its agents or contractors liable for any damage, loss, liability or expense caused Tenant thereby.

4. Miscellaneous.

4.1 Tenant expressly agrees that none of its agents, contractors, workers, mechanics, suppliers or invitees shall enter the Premises unless and until each of them shall furnish Landlord with satisfactory evidence of insurance coverage.

4.2 Except as expressly set forth herein, Landlord has no agreement with Tenant and has no obligation to do any work with respect to the Premises.

4.3 This Workletter shall not be deemed applicable to: (a) any further space added to the Premises at any time, whether by the exercise of any options under the Lease or otherwise, or (b) any portion of the Premises or any additions thereto in the event of a renewal or extension of the Term, whether by the exercise of any options under the Lease or otherwise. The construction of any additions or improvements to the Premises not contemplated by this Workletter shall be effected pursuant to a separate Workletter or other document, in the form then being used by Landlord and specifically addressed to the allocation of costs relating to such construction.

4.4 Telecommunications wiring will be purchased by Tenant and installed at Tenant's expense (subject to reimbursement from the Work Allowance), with such installation to be performed by contractors selected and engaged by Tenant and approved by Landlord, which approval will not be unreasonably withheld, conditioned or delayed.

4.5 Notices under this Workletter shall be given in the same manner as under the Lease. The liability of Landlord hereunder or under any amendment hereto or any instrument or document executed in connection herewith shall be limited as provided in the Lease. Landlord and Tenant shall each appoint one qualified and readily available representative with the authority to give and receive notices, other materials and information relating to the Tenant Work, and approvals under this Workletter.

EXHIBIT C
JANITORIAL SPECIFICATIONS

1. OFFICE AREA

A. Daily: (Monday through Friday, inclusive, holidays excepted.)

- (i) Empty all waste receptacles and return to proper locations
- (ii) Sweep and dust mop all uncarpeted areas
- (iii) Vacuum all rugs and carpeted areas
- (iv) Dust all horizontal surfaces of furniture and equipment within normal reach
- (v) Clean and sanitize all drinking fountains and water coolers
- (vi) Remove finger marks from glass doors
- (vii) Wipe clean all brass and other metal surfaces within normal reach

B. Monthly:

- (i) Remove all finger marks from doors, door jambs, and light switches
- (ii) Spray buff tile floor areas, where needed

C. Quarterly:

- (i) Dust all pictures, frames, chart boards and similar wall hangings

D. **Window Cleaning:**

- (i) Wash all exterior windows three (3) times a year (spring, summer and fall).
- (ii) Wash all interior windows once a year in summer

2. LAVATORIES

A. Daily:

- (i) Sweep and mop floors
- (ii) Clean and sanitize all floors, toilet seats, bowls, urinals and fixtures
- (iii) Clean all mirrors and shelves
- (iv) Refill towel dispensers, soap dispensers, tissue holders
- (v) Empty paper towel receptacles
- (vi) Dust all partitions

B. Monthly:

- (i) Wash all partitions, dispensers, and splash areas
- (ii) Dust all light fixtures and ventilation grilles

3. Quarterly:

- (i) Wash all tile walls

EXHIBIT D

RULES AND REGULATIONS

1. Any sign, lettering, picture, notice or advertisement, or any furniture, furnishings, equipment or machinery installed within the Premises which is visible from the public corridors within the Building or from the Common Areas outside of the Building, shall be installed in such manner and be of such character and style as Landlord shall approve in writing. No sign, lettering, picture, notice or advertisement shall be placed on any outside or public corridor window or door or in a position to be visible from the public corridor or outside the Building.
2. Sidewalks, entrances, passages, courts, corridors, halls, elevators and stairways in and about the Project shall not be obstructed nor shall objects be placed against glass partitions, doors or windows which would be unsightly from the Building's corridors or from the exterior of the Building.
3. No animals (other than service animals such as seeing-eye dogs), pets, bicycles or other vehicles shall be brought or permitted to be in the Building or the Premises or kept elsewhere on or about the Project.
4. Room to room canvasses to solicit business from other tenants of the Project are not permitted.
5. Tenant shall not waste electricity or water.
6. The toilet rooms, toilets, urinals, wash bowls and water apparatus shall not be used for any purpose other than for those for which they were constructed or installed, and no sweepings, rubbish, chemicals, or other unsuitable substances shall be thrown or placed therein. The expense of any breakage, stoppage or damage resulting from violation(s) of this rule shall be borne by the tenant by whom, or by whose agents, employees, invitees, licensees or visitors, such breakage, stoppage or damage shall have been caused.
7. Tenant shall not utilize the Premises in any manner which would overload the standard heating, ventilating or air conditioning systems of the Building or those exclusively servicing the Premises.
8. Tenant shall not permit the use of any apparatus for sound production or transmission in such manner that the sound so transmitted or produced shall be audible or vibrations shall be detectable beyond the Premises.
9. Tenant shall not utilize any electronic, radiowave, microwave or other transmitting, receiving or amplification device which would disturb or interfere with any other tenant of the Project or the operation of the Project generally.
10. Tenant shall not utilize any equipment or apparatus in such manner as to create any magnetic fields or waves which adversely affect or interfere with the operation of any systems or equipment on or about the Project.
11. Tenant shall keep all electrical and mechanical apparatus free of vibration, noise and air waves which may be transmitted beyond the Premises.
12. All corridor doors shall remain closed at all times.
13. No locks or similar devices shall be attached to any door except by Landlord and Landlord shall have the right to retain a key to all such locks.
14. Tenant assumes full responsibility of protecting the Premises from theft, robbery and pilferage. Except during Tenant's normal business hours, Tenant shall keep all doors to the Premises locked and other means of entry to the Premises closed and secured. Landlord will not be responsible for lost or stolen personal property, equipment, money or any article taken from Premises, Building or garage facilities regardless of how or when loss occurs.

15. Only machinery or mechanical devices of a nature directly related to Tenant's ordinary use of the Premises shall be installed, placed or used in the Premises and the installation and use of all such machinery and mechanical devices is subject to the other rules contained in this Lease.

16. Except with the prior approval of Landlord, all cleaning, maintenance, repairing, janitorial, decorating, painting or other services and work in and about the Premises shall be done only by authorized Building personnel.

17. Safes, furniture, equipment, machines and other large or bulky articles shall be brought to the Building and into and out of the Premises at such times and in such manner as Landlord shall direct and at Tenant's sole risk and cost. Prior to Tenant's removal of such articles from the Building, Tenant shall obtain written authorization of the office of the Building and shall present such authorization to a designated employee of Landlord.

18. Tenant shall not in any manner deface or damage any portion of the Project.

19. Inflammables such as gasoline, kerosene, naphtha and benzene, or explosives or any other articles of an intrinsically dangerous nature are not permitted in the Building or the Premises or elsewhere on or about the Project.

20. Tenant shall ascertain from Landlord the maximum amount of electrical current which can safely be used in the Premises, taking into account the capacity of the electrical wiring of the Building and the Premises and the needs of other tenants, and shall not use more than such safe capacity. Landlord's consent to the installation of electrical equipment shall not relieve Tenant from the obligation not to use more electricity than such safe capacity.

21. To the extent permitted by law, Tenant shall not permit picketing or other union activity involving its employees in the Building, except in those locations and subject to time and other limitations as to which Landlord may give prior written consent.

22. Tenant shall not enter into or upon the roof or basement of the Building or any storage, heating, ventilation, air-conditioning, mechanical or elevator machinery housing areas.

23. Tenant shall not distribute literature, flyers, handouts or pamphlets of any type in any of the Common Areas or to any other part of the Project or in any parking or other Common Area serving the Project.

24. Tenant shall not cook, otherwise prepare or sell any food or beverages in or from the Premises, other than necessary to accommodate Tenant's employees. In no event shall Tenant use, sell or serve, or permit the use, sale or service of, any alcoholic beverages in or about the Premises or elsewhere in the Project.

25. Tenant shall not permit objectionable odors or vapors to emanate from the Premises.

26. Tenant shall not place a load upon any floor of the Premises exceeding the floor load capacity for which such floor was designed or allowed by law to carry.

In the event of an express conflict between these Rules and Regulations and the terms of the Lease, the terms of the Lease shall control.

EXHIBIT E

CURRENT LENDER'S FORM OF SNDA

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Bank of America, N.A.
Attn: CREB – Loan Administration
135 South LaSalle Street, Suite 630
Chicago, IL 60603

[SPACE ABOVE LINE FOR RECORDER'S USE ONLY]

SUBORDINATION, NONDISTURBANCE, AND ATTORNMENMENT AGREEMENT

This SUBORDINATION, NONDISTURBANCE, AND ATTORNMENMENT AGREEMENT (this "Agreement") is entered into as of _____, 201__ (the "Effective Date"), between BANK OF AMERICA, N.A., a national banking association, whose address is 135 South LaSalle Street, Suite 630, Chicago, IL 60603, Attention: Commercial Real Estate Banking ("Lender"), and _____, a _____, whose address is _____ ("Tenant"), with reference to the following facts:

A. CCI 1033 LLC, a Delaware limited liability company, whose address is 6000 Garlands Lanes, Ste. 120, Barrington IL 60010 ("Landlord"), owns the real property located at 1033 Skokie Boulevard, Northbrook, Illinois, County of Cook, State of Illinois (such real property, including all buildings, improvements, structures and fixtures located thereon, "Landlord's Premises"), as more particularly described in Schedule A.

B. Lender has made a loan to Landlord and Landlord's affiliate, CCI 1101 LLC, in the original principal amount of \$44,000,000.00 (the "Loan"), all as provided in and subject to the terms and conditions set forth in the Loan Documents (as hereinafter defined).

C. To secure the Loan, Landlord and Landlord's affiliate have encumbered Landlord's Premises (and other real property) by entering into that certain Mortgage, Assignment of Rents, Security Agreement and Fixture Filing in favor of Lender dated October 26, 2012 (as amended, increased, renewed, extended, spread, consolidated, severed, restated, or otherwise changed from time to time, the "Mortgage") and recorded in the Public Records of Cook County, Illinois (the "Official Records") as Document #1231004028 on November 5, 2012.

D. Pursuant to an Office Space Lease dated as of _____, 20____, as amended on _____, 20____ and _____, 20____ (the "Lease"), Landlord demised to Tenant a portion of Landlord's Premises ("Tenant's Premises"). Tenant's Premises are commonly known as Suite

_____.
E. [Pursuant to a _____ [Title of Lease Guaranty] dated as of _____,
20_____, _____ guaranteed the obligations of Tenant under the Lease.]]

F. Tenant and Lender desire to agree upon the relative priorities of their interests in Landlord's Premises and their rights and obligations if certain events occur.
NOW, THEREFORE, for good and sufficient consideration and intending to be legally bound hereby, Tenant and Lender agree:

1. Definitions. The following terms shall have the following meanings for purposes of this Agreement.

1.1 "Civil Asset Forfeiture Reform Act" means the Civil Asset Forfeiture Reform Act of 2000 (18 U.S.C. Sections 983 et seq.), as amended from time to time, and any successor statute.

1.2 "Construction-Related Obligation(s)" means any obligation of Landlord under the Lease to make, pay for, or reimburse Tenant for any alterations, demolition, or other improvements or work at Landlord's Premises, including Tenant's Premises. Construction-Related Obligations shall not include: (a) reconstruction or repair following fire, casualty or condemnation; or (b) day-to-day maintenance and repairs.

1.3 "Controlled Substances Act" means the Controlled Substances Act (21 U.S.C. Sections 801 et seq.), as amended from time to time, and any successor statute.

1.4 "Foreclosure Event" means: (a) foreclosure under the Mortgage, whether by judicial action or pursuant to nonjudicial proceedings; (b) any other exercise by Lender of rights and remedies (whether under the Mortgage or under applicable law, including bankruptcy law) as holder of the Loan and/or as beneficiary under the Mortgage, as a result of which any Successor Landlord becomes owner of Landlord's Premises; or (c) delivery by Landlord to Lender (or its designee or nominee) of a deed or other conveyance of Landlord's interest in Landlord's Premises in lieu of any of the foregoing.

1.5 "Former Landlord" means Landlord and any other party that was landlord under the Lease at any time before the occurrence of any attornment under this Agreement.

1.6 "Loan Documents" mean the Mortgage and any other document now or hereafter evidencing, governing, securing or otherwise executed in connection with the Loan, including any promissory note and/or loan agreement, pertaining to the repayment or use of the Loan proceeds or to any of the real or personal property, or interests therein, securing the Loan, as such documents or any of them may have been or may be from time to time hereafter renewed, extended, supplemented, increased or modified. This Agreement is a Loan Document.

1.7 "Offset Right" means any right or alleged right of Tenant to any offset, defense (other than one arising from actual payment and performance, which payment and performance would bind a Successor Landlord pursuant to this Agreement), claim, counterclaim, reduction, deduction, or abatement against Tenant's payment of Rent or performance of Tenant's other obligations under the Lease, arising (whether under the Lease or other applicable law) from Landlord's breach or default under the Lease.

1.8 "Rent" means any fixed rent, base rent or additional rent under the Lease.

1.9 "Successor Landlord" means any party that becomes owner of Landlord's Premises as the

result of a Foreclosure Event.

1.10 “Termination Right” means any right of Tenant to cancel or terminate the Lease or to claim a partial or total eviction arising (whether under the Lease or under applicable law) from Landlord’s breach or default under the Lease.

2. Subordination. The Lease, including all rights of first refusal, purchase options and other rights of purchase, shall be, and shall at all times remain, subject and subordinate to the Mortgage, the lien and security interest imposed by the Mortgage and the right to enforce such lien or security interest, and all advances made under or secured by the Loan Documents. Tenant hereby intentionally and unconditionally subordinates the Lease and all of Tenant’s right, title and interest thereunder and in and to Landlord’s Premises (including Tenant’s right, title and interest in connection with any insurance proceeds or eminent domain awards or compensation relating to Landlord’s Premises and Tenant’s right to receive and retain any rentals or payments made under any sublease or concession agreement of or relating to any portion of Tenant’s Premises), to the lien of the Mortgage and all of Lender’s rights and remedies thereunder, and agrees that the Mortgage shall unconditionally be and shall at all times remain a lien on Landlord’s Premises prior and superior to the Lease.

3. Nondisturbance; Recognition; and Attornment.

3.1 No Exercise of Mortgage Remedies Against Tenant. So long as the Lease has not been terminated on account of Tenant’s default that has continued beyond applicable cure periods (an “Event of Default”), Lender shall not name or join Tenant as a defendant in any judicial action or proceeding that is commenced pursuant to the exercise of Lender’s rights and remedies arising upon a default by Landlord under the Mortgage unless (a) applicable law requires Tenant to be made a party thereto as a condition to proceeding against Landlord or in order to prosecute or otherwise fully enforce such rights and remedies; or (b) such joinder of Tenant is required for the recovery by Lender of any Rent at any time owing by Tenant under the Lease, whether pursuant to the assignment of rents set forth in the Mortgage or otherwise; or (c) such joinder is required in order to enforce any right of Lender to enter Landlord’s Premises for the purpose of making any inspection or assessment, or in order to protect the value of Lender’s security provided by the Mortgage. In any instance in which Lender is permitted to join Tenant as a defendant as provided above, Lender agrees not to terminate the Lease or otherwise adversely affect Tenant’s rights under the Lease or this Agreement in or pursuant to such action or proceeding, unless an Event of Default by Tenant has occurred and is continuing. The foregoing provisions of this Section shall not be construed in any manner that would prevent Lender from (i) carrying out any nonjudicial foreclosure proceeding under the Mortgage, or (ii) obtaining the appointment of a receiver for the Landlord’s Premises as and when permitted under applicable law.

3.2 Nondisturbance and Attornment. If the Lease has not been terminated on account of an Event of Default by Tenant, then, when Successor Landlord takes title to Landlord’s Premises: (a) Successor Landlord shall not terminate or disturb Tenant’s possession of Tenant’s Premises under the Lease, except in accordance with the terms of the Lease and this Agreement; (b) Successor Landlord shall be bound to Tenant under all the terms and conditions of the Lease (except as provided in this Agreement); (c) Tenant shall recognize and attorn to Successor Landlord as Tenant’s direct landlord under the Lease as affected by this Agreement; and (d) the Lease shall continue in full force and effect as a direct lease, in accordance with its terms (except as provided in this Agreement), between Successor Landlord and Tenant.

3.3 Use of Proceeds. Lender, in making any advances of the Loan pursuant to any of the Loan Documents, shall be under no obligation or duty to, nor has Lender represented to Tenant that it will, see to the application of such proceeds by the person or persons to whom Lender disburses such advances, and any application or use of such proceeds for purposes other than those provided for in any Loan Document

shall not defeat Tenant's agreement to subordinate the Lease in whole or in part as set forth in this Agreement.

3.4 Further Documentation. The provisions of this Article shall be effective and self-operative without any need for Successor Landlord or Tenant to execute any further documents. Tenant and Successor Landlord shall, however, confirm the provisions of this Article in writing upon request by either of them.

3.5 Default Under Mortgage. In the event that Lender notifies Tenant of a default under the Mortgage and demands that Tenant pay its rent and all other sums due under the Lease directly to Lender, Tenant shall honor such demand and pay the full amount of its rent and all other sums due under the Lease directly to Lender, without offset, or as otherwise required pursuant to such notice beginning with the payment next due after such notice of default, without inquiry as to whether a default actually exists under the Mortgage and notwithstanding any contrary instructions of or demands from Landlord. The consent and approval of Landlord to this Agreement shall constitute an express authorization for Tenant to make such payments to Lender and a release and discharge of all liability of Tenant to Landlord for any such payments made to Lender in compliance with Lender's written demand.

4. Protection of Successor Landlord. Notwithstanding anything to the contrary in the Lease or the Mortgage, Successor Landlord shall not be liable for or bound by any of the following matters:

4.1 Claims Against Former Landlord. Any Offset Right that Tenant may have against any Former Landlord relating to any event or occurrence before the date of attornment, including any claim for damages of any kind whatsoever as the result of any breach by Former Landlord that occurred before the date of attornment. (The foregoing shall not limit either (a) Tenant's right to exercise against Successor Landlord any Offset Right otherwise available to Tenant because of events occurring after the date of attornment, or (b) Successor Landlord's obligation to correct any conditions that existed as of the date of attornment and violate Successor Landlord's obligations as landlord under the Lease.)

4.2 Acts or Omissions of Former Landlord. Any act, omission, default, misrepresentation, or breach of warranty, of any previous landlord (including Former Landlord) or obligations accruing prior to Successor Landlord's actual ownership of the Property.

4.3 Prepayments. Any payment of Rent that Tenant may have made to Former Landlord more than thirty (30) days before the date such Rent was first due and payable under the Lease with respect to any period after the date of attornment other than, and only to the extent that, the Lease expressly required such a prepayment.

4.4 Payment; Security Deposit. Any obligation (a) to pay Tenant any sum(s) that any Former Landlord owed to Tenant, or (b) with respect to any security deposited with Former Landlord, unless such security was actually delivered to Lender. This Section is not intended to apply to Landlord's obligation to make any payment that constitutes a Construction-Related Obligation.

4.5 Modification; Amendment; or Waiver. Any modification or amendment of the Lease, or any waiver of any terms of the Lease, made without Lender's written consent.

4.6 Surrender; Etc. Any consensual or negotiated surrender, cancellation, or termination of the Lease, in whole or in part, agreed upon between Landlord and Tenant, unless effected unilaterally by Tenant pursuant to the express terms of the Lease.

4.7 Construction-Related Obligations. Any Construction-Related Obligation of Landlord

under the Lease.

5. Exculpation of Successor Landlord. Notwithstanding anything to the contrary in this Agreement or the Lease, upon any attornment pursuant to this Agreement the Lease shall be deemed to have been automatically amended to provide that Successor Landlord's obligations and liability under the Lease shall never extend beyond Successor Landlord's (or its successors' or assigns') interest, if any, in Landlord's Premises from time to time, including insurance and condemnation proceeds, Successor Landlord's interest in the Lease, and the proceeds from any sale or other disposition of Landlord's Premises by Successor Landlord (collectively, "Successor Landlord's Interest"). Tenant shall look exclusively to Successor Landlord's Interest (or that of its successors and assigns) for payment or discharge of any obligations of Successor Landlord under the Lease as affected by this Agreement. If Tenant obtains any money judgment against Successor Landlord with respect to the Lease or the relationship between Successor Landlord and Tenant, then Tenant shall look solely to Successor Landlord's Interest (or that of its successors and assigns) to collect such judgment. Tenant shall not collect or attempt to collect any such judgment out of any other assets of Successor Landlord. In addition to any limitation of liability set forth in this Agreement, Lender and/or its successors and assigns shall under no circumstances be liable for any incidental, consequential, punitive, or exemplary damages.

6. Lender's Right to Cure.

6.1 Notice to Lender. Notwithstanding anything to the contrary in the Lease or this Agreement, before exercising any Termination Right, Tenant shall provide Lender with notice of the breach or default by Landlord giving rise to same (the "Default Notice") and, thereafter, the opportunity to cure such breach or default as provided for below.

6.2 Lender's Cure Period. After Lender receives a Default Notice, Lender shall have a period of thirty (30) days beyond the time available to Landlord under the Lease in which to cure the breach or default by Landlord. Lender shall have no obligation to cure (and shall have no liability or obligation for not curing) any breach or default by Landlord, except to the extent that Lender agrees or undertakes otherwise in writing.

6.3 Extended Cure Period. In addition, as to any breach or default by Landlord the cure of which requires possession and control of Landlord's Premises, provided only that Lender undertakes to Tenant by written notice to Tenant within thirty (30) days after receipt of the Default Notice to exercise reasonable efforts to cure or cause to be cured by a receiver such breach or default within the period permitted by this Section, Lender's cure period shall continue for such additional time (the "Extended Cure Period") as Lender may reasonably require to either (a) obtain possession and control of Landlord's Premises and thereafter cure the breach or default with reasonable diligence and continuity, or (b) obtain the appointment of a receiver and give such receiver a reasonable period of time in which to cure the default.

7. Confirmation of Facts. Tenant represents to Lender and to any Successor Landlord, in each case as of the Effective Date:

7.1 Effectiveness of Lease. The Lease is in full force and effect, has not been modified, and constitutes the entire agreement between Landlord and Tenant relating to Tenant's Premises. Tenant has no interest in Landlord's Premises except pursuant to the Lease. No unfulfilled conditions exist to Tenant's obligations under the Lease.

7.2 Rent. Tenant has not paid any Rent that is first due and payable under the Lease after the Effective Date.

7.3 No Landlord Default. To the best of Tenant's knowledge, no breach or default by Landlord exists and no event has occurred that, with the giving of notice, the passage of time or both, would constitute such a breach or default.

7.4 No Tenant Default. Tenant is not in default under the Lease and has not received any uncured notice of any default by Tenant under the Lease.

7.5 No Termination. Tenant has not commenced any action nor sent or received any notice to terminate the Lease. Tenant has no presently exercisable Termination Right(s) or Offset Right(s).

7.6 Commencement Date. The "Commencement Date" of the Lease was _____.

7.7 Acceptance. Tenant has accepted possession of Tenant's Premises.

7.8 No Transfer. Tenant has not transferred, encumbered, mortgaged, assigned, conveyed or otherwise disposed of the Lease or any interest therein, other than sublease(s) made in compliance with the Lease.

7.9 Due Authorization. Tenant has full authority to enter into this Agreement, which has been duly authorized by all necessary actions.

7.10 No Violations of Laws. Tenant has not violated, and shall not violate, any laws affecting Tenant's Premises, including the Controlled Substances Act, or which could otherwise result in the commencement of a judicial or nonjudicial forfeiture or seizure proceeding by a governmental authority (including the commencement of any proceedings under the Civil Asset Forfeiture Reform Act) on the grounds that Tenant's Premises or any part thereof has been used to commit or facilitate the commission of a criminal offense by any person, including Tenant, pursuant to any law, including the Controlled Substances Act, regardless of whether or not Tenant's Premises is or shall become subject to forfeiture or seizure in connection therewith.

8. Miscellaneous.

8.1 Notices. All notices or other communications required or permitted under this Agreement shall be in writing and given by certified mail (return receipt requested) or by nationally recognized overnight courier service that regularly maintains records of items delivered. Each party's address is as set forth in the opening paragraph of this Agreement, subject to change by notice under this Section. Notices shall be effective the next business day after being sent by overnight courier service, and five (5) business days after being sent by certified mail (return receipt requested).

8.2 Successors and Assigns. This Agreement shall bind and benefit the parties, their successors and assigns, any Successor Landlord, and its successors and assigns. If Lender assigns the Mortgage, then upon delivery to Tenant of written notice thereof accompanied by the assignee's written assumption of all obligations under this Agreement, all liability of the assignor shall terminate.

8.3 Entire Agreement. This Agreement constitutes the entire agreement between Lender and Tenant regarding the subordination of the Lease to the Mortgage and the rights and obligations of Tenant and Lender as to the subject matter of this Agreement.

8.4 Interaction with Lease and with Mortgage; Severability. If this Agreement conflicts with the Lease, then this Agreement shall govern as between the parties and any Successor Landlord, including upon any attornment pursuant to this Agreement. This Agreement supersedes, and constitutes full

compliance with, any provisions in the Lease that provide for subordination of the Lease to, or for delivery of nondisturbance agreements by the [holder] [beneficiary] of, the Mortgage. Lender confirms that Lender has consented to Landlord's entering into the Lease. If any provision of this Agreement is determined to be invalid, illegal or unenforceable, such provision shall be considered severed from the rest of this Agreement and the remaining provisions shall continue in full force and effect as if such provision had not been included.

8.5 Lender's Rights and Obligations. Except as expressly provided for in this Agreement, Lender shall have no obligations to Tenant with respect to the Lease. If an attornment occurs pursuant to this Agreement, then all rights and obligations of Lender under this Agreement shall terminate, without thereby affecting in any way the rights and obligations of Successor Landlord provided for in this Agreement.

8.6 Interpretation; Governing Law. The interpretation, validity and enforcement of this Agreement shall be governed by and construed under the internal laws of the State of Illinois, excluding its principles of conflict of laws.

8.7 Amendments. This Agreement may be amended, discharged or terminated, or any of its provisions waived, only by a written instrument executed by the party to be charged.

8.8 Execution. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

8.9 Lender's Representation. Lender represents that Lender has full authority to enter into this Agreement, and Lender's entry into this Agreement has been duly authorized by all necessary actions.

8.10 Reliance by Lender. Tenant acknowledges the right of Lender (as well as any Successor Landlord) to rely upon the certifications and agreements in this Agreement in making the Loan to Landlord.

IN WITNESS WHEREOF, this Agreement has been duly executed by Lender and Tenant as of the Effective Date.

LENDER:

BANK OF AMERICA, N.A.,
a national banking association

By: _____
Name: _____
Title: _____

TENANT:

_____,
a _____

By: _____
Name: _____
Title: _____

STATE OF _____)
)
COUNTY OF _____) ss.

This record was acknowledged before me on _____, 20__, by _____
_____ as _____ of _____.

Name Printed: _____
Notary Public in and for the State of _____
My commission expires: _____

STATE OF _____)
)
COUNTY OF _____) ss.

This record was acknowledged before me on _____, 20____, by _____
_____ as _____ of _____.

Name Printed: _____
Notary Public in and for the State of _____
My commission expires: _____

LANDLORD'S CONSENT

Landlord consents and agrees to the foregoing Agreement, which was entered into at Landlord's request. The foregoing Agreement shall not alter, waive or diminish any of Landlord's obligations under the Mortgage or the Lease. The above Agreement discharges any obligations of Lender under the Mortgage and related loan documents to enter into a nondisturbance agreement with Tenant. Tenant is hereby authorized to pay its rent and all other sums due under the Lease directly to Lender upon receipt of a notice as set forth in Section 3.5 above from Lender and Tenant is not obligated to inquire as to whether a default actually exists under the Mortgage. Landlord is not a party to the above Agreement.

LANDLORD:

CCII 1033 LLC, a Delaware limited liability company

By: _____

Name: _____

Title: _____

Dated: _____, 20____

STATE OF ILLINOIS)

)

ss.

COUNTY OF COOK)

This record was acknowledged before me on _____, 20__, by _____

_____ as _____ of _____.

Name Printed: _____

Notary Public in and for the State of _____

My commission expires: _____

GUARANTOR'S CONSENT

Each of the undersigned, a guarantor of Tenant's obligations under the Lease (a "Guarantor"), consents to Tenant's execution, delivery and performance of the foregoing Agreement. From and after any attornment pursuant to the foregoing Agreement, that certain Guaranty dated _____, 20____ (the "Guaranty") executed by Guarantor in favor of _____ shall automatically benefit and be enforceable by Successor Landlord with respect to Tenant's obligations under the Lease as affected by the foregoing Agreement. Successor Landlord's rights under the Guaranty shall not be subject to any defense, offset, claim, counterclaim, reduction or abatement of any kind resulting from any act, omission or waiver by any Former Landlord for which Successor Landlord would, pursuant to the foregoing Agreement, not be liable or answerable after an attornment. The foregoing does not limit any waivers or other provisions contained in the Guaranty. Guarantor confirms that the Guaranty is in full force and effect and Guarantor presently has no offset, defense (other than any arising from actual payment or performance by Tenant. which payment or performance would bind a Successor Landlord under the foregoing Agreement), claim, counterclaim, reduction, deduction or abatement against Guarantor's obligations under the Guaranty.

GUARANTOR:

a _____

By: _____

Name: _____

Title: _____

Dated: _____, 20____

STATE OF _____)
)
COUNTY OF _____)

SS. _____

This record was acknowledged before me on _____, 20__, by _____

_____ as _____ of _____.

Name Printed: _____

Notary Public in and for the State of _____

My commission expires: _____

SCHEDULE A

Description of Landlord's Premises

LOT 3 IN THE FINAL PLAT OF LANE INDUSTRIES SUBDIVISION, BEING A SUBDIVISION IN THE NORTHWEST 1/4 AND SOUTHWEST 1/4 OF SECTION 12, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 30 1999 AS DOCUMENT NO. 99416855, IN COOK COUNTY, ILLINOIS.

Commonly known as: 1033 Skokie Boulevard, Northbrook, Illinois

PIN: 04-12-110-016

EXHIBIT F

COMMENCEMENT DATE CERTIFICATE

TENANT:

PREMISES: Suite _____

LEASE/AMENDMENT DATED: _____

LOCATED AT: _____

This letter is to certify that:

1. The above referenced Premises have been accepted by the Tenant for possession.
2. The Premises are substantially complete in accordance with the plans and specifications used in constructing the Premises.
3. The Premises can now be used for the Permitted Purpose.
4. The Lease is valid and in full force and effect, and neither Landlord nor Tenant is in default thereunder. Tenant currently has no defense, setoff or counterclaim against Landlord arising out of the Lease or in any way relating thereto, or arising out of any other transaction between Tenant and Landlord, and no event has occurred and no condition exists, which with the giving of notice or the passage of time, or both, will constitute a default under the Lease

Commencement Date: _____, 20__

Expiration Date: _____, 20__

Executed this ____ day of _____, 20__

TENANT:

_____, a _____

By: _____

Name: _____

Its: _____