CONTRACT NO. 1323-13201

PROPERTY MANAGEMENT SERVICES FOR GEORGE W. DUNNE COOK COUNTY OFFICE BUILDING

BETWEEN

COOK COUNTY GOVERNMENT

Bureau of Economic Development: Real Estate Management Division

AND

CBRE, Inc.

APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS

JUL 23 2014

COM_____

MANAGEMENT AGREEMENT

PROPERTY: **GEORGE W. DUNNE COOK COUNTY OFFICE BUILDING**

OWNER: **COUNTY OF COOK**, a body politic and corporate of the State of Illinois

MANAGER: **CBRE, INC.**, a Delaware corporation

DATE: **July 23, 2014**

TABLE OF CONTENTS

		Page
PART A – DESCRIPTION OF AGREEMENT		1
PART I - REFERENCE DATA		3
PART II - STANDARD TERMS		5
ARTICLE 1 - RETENTION OF MANAGER; GENERAL DEFINITIONS		5
1.1	Retaining Manager	5
1.2	General Definitions	5
ARTICLE 2 - MANAGER'S RESPONSIBILITIES		6
2.1	Management; Independent Contractor	6
2.2	Employees	7
2.3	Compliance with Laws, Mortgages, etc.	7
2.4	Annual Business Plan	8
2.5	Contracts and Competitive Bidding	10
2.6	Repairs	12
2.7	Service Contracts	12
2.8	County Self-Performed Services	13
2.9	Leasing	13
2.10	Collection of Rents and Other Income	13
2.11	Tenant Services	14
2.12	Moisture and Mold	14
2.13	Security	14
2.14	Cleaning Specifications	14
ARTICLE 3 - INSURANCE AND CLAIMS		14
3.1	Owner's Insurance and Rights	14
3.2	Manager's Insurance	15
3.3	Indemnification	17
3.4	Contractors' and Subcontractors' Insurance	17
3.5	Waiver of Subrogation	18
ARTICLE 4 – BANK ACCOUNTS; PAYMENT OF EXPENSES		19
4.1	Bank Accounts and Collection of Income	19
4.2	Allocation and Payment of Expenses	19
ARTICLE 5 – COMPENSATION OF MANAGER		20
5.1	Management Fee	20
5.2	Project Management Fees	21
5.3	Intentionally Omitted	21

5.4 Leasing Commissions 22
5.5 No Penalty for Late Payment 22

ARTICLE 6 – FINANCIAL REPORTING AND RECORDKEEPING 22
6.1 Books and Accounts 22
6.2 Monthly Statements; Financial Reports 23
6.3 Annual Financial Reports 25
6.4 Supporting Documentation 25
6.5 Transfer of Funds 25
6.6 Owner's Property 25
6.7 Files and Records 25
6.8 Segregation of Accounts 26

ARTICLE 7 – OWNER'S RIGHT TO AUDIT 26
7.1 Right to Audit 26
7.2 Audit Costs 26

ARTICLE 8 – BANK ACCOUNTS 27
8.1 Operating Account 27
8.2 Security Deposit Account 27
8.3 Change of Banks 27
8.4 Access to Account 27

ARTICLE 9 – OFFICE SPACE, PAYMENT OF EXPENSES AND APPROVAL OF PERSONNEL 27
9.1 Costs Eligible for Payment from Operating Account 27
9.2 Non-Reimbursable Costs 28

ARTICLE 10 – INSUFFICIENT FUNDING 30
10.1 Priorities 30
10.2 Statement of Unpaid Items 30
10.3 Inadequate Funds 30

ARTICLE 11 – SALE OR FINANCING OF PROPERTY 30
11.1 Manager's Cooperation 30
11.2 No Sales/Brokerage Commissions 31

ARTICLE 12 – COOPERATION WITH CLAIMS 31
12.1 Cooperation 31

ARTICLE 13 - COMPENSATION 31

ARTICLE 14 - TERMINATION 31
14.1 Termination 31
14.2 Termination Without Notice 31
14.3 Final Accounting 32
14.4 Obligation to Vacate; Orderly Transition 32

ARTICLE 15 – SUBSIDIARIES AND AFFLIATES 32
15.1 Subsidiaries and Affiliates 32

ARTICLE 16 – NOTICES 33
16.1 Notices 33

ARTICLE 17 – OTHER COUNTY ORDINANCES AND CERTIFICATIONS; TAX EXEMPTIONS 33
17.1 Tax and Fee Delinquency 33
17.2 Certifications and Execution Forms 33
17.3 Tax Exemptions 33
17.4 Cooperation with Inspector General 33
17.5 Compliance with Ordinances 33

ARTICLE 18 –MISCELLANEOUS 33
18.1 No Assignment 33
18.2 Consent and Approvals 34
18.3 Pronouns 34
18.4 Amendments 34
18.5 Headings 34
18.6 Representations 34
18.7 Use of Owner's Name Prohibited 35
18.8 Complete Agreement 35
18.9 Governing Law 35
18.10 Exculpation 35
18.11 Other Information 35
18.12 Further Assurances 35
18.13 Intentionally Omitted 35
18.14 Confidentiality 35
18.15 Attorneys' Fees 36

EXHIBITS
A. Scope of Services/Implementation Plan
B. Staffing Plan/Key Personnel
C. Existing Service Contracts
D. Manager's Compensation
E. Operating Budget
F. Manager's Affiliates
G. Contractor and Subcontractor Insurance Limit Requirements
H. Technical Services Addendum
I Service Contractor Insurance Limit Requirements
J. Cleaning Specifications
K. Economic Disclosure Statement

CONTRACT FOR PROPERTY MANAGEMENT SERVICES

PART A
AGREEMENT

This CONTRACT ("Contract" or "Agreement") is made and entered into by and between the County of Cook, a public body corporate of the State of Illinois, hereinafter the "County" and CBRE, INC., hereinafter the "Contractor" or "Manager."

WHEREAS, the County is responsible for procuring services **BUREAU OF ECONOMIC DEVELOPMENT: REAL ESTATE MANAGEMENT DIVISION** (hereinafter the "Using Department");

WHEREAS, the Using Department requires the following services: **PROPERTY MANAGEMENT SERVICES**;

WHEREAS, the Contractor is able and willing to provide such services, hereafter referred to as the "Property Management Services" as required by the County, upon the terms and conditions hereinafter provided and in consideration for the fees set forth herein;

NOW, THEREFORE, in consideration of the premises and the mutual undertakings herein set forth, the parties agree as follows:

I. PROPERTY MANAGEMENT SERVICES

This Agreement, or "Contract," is a Contract for Property Management Services. The Contract consists of this Part I, the Property Management Agreement and Exhibits attached hereto and made a part hereof by this reference. The Contractor agrees to perform the services described in the Property Management Agreement, in accordance with the terms set forth in the Contract.

II. CONTRACT TERM AND RENEWAL TERMS

This Contract shall be for three years, from August 15, 2014 ("Effective Date") through August 14, 2017, subject to extension as set forth in this Section, or until this Agreement is terminated in accordance with its terms, whichever occurs first. The Chief Procurement Officer may at any time before this Agreement expire elect to extend this Agreement for up to two additional one-year periods under the same terms and conditions as this Contract, at the rate set forth for such option in the Property Management Agreement, by notice in writing to Contractor.

III. PAYMENT

Contractor's fees shall be paid as set forth in the Property Management Agreement, Part I – Reference Data and Article 5 Compensation of Manager.

IV. PROPERTY MANAGEMENT AGREEMENT

The attached Property Management Agreement sets forth the duties and responsibilities of the County and the Contractor.

V. CONTRACT DOCUMENTS

This Contract incorporates by this reference the Property Management Agreement and the following Exhibits to the Property Management Agreement:

1. Exhibit "A" – Scope of Services/Implementation Plan
2. Exhibit "B" – Staffing Plan/Key Personnel
3. Exhibit "C" – Existing Service Contracts
4. Exhibit "D" – Manager's Compensation
5. Exhibit "E" – Operating Budget
6. Exhibit "F" – Manager's Affiliates
7. Exhibit "G" – Contractor and Subcontractor Insurance Limit Requirements
8. Exhibit "H" – Technical Services Addendum
9. Exhibit "I" - Service Contractor Insurance Limit Requirements
10. Exhibit "J" – Cleaning Specifications
11. Exhibit "K" – Economic Disclosure Statement

MANAGEMENT AGREEMENT

Owner and Manager act and agree as follows:

PART I
REFERENCE DATA

Each reference in this Agreement to any of the following defined terms will be deemed to incorporate all of the following information:

"Commencement Date" – August 15, 2014

"Management Fee" – One Hundred Seventy Four Thousand Dollars ($174,000) per year for property management services

"Construction Administration Percentage"* –

First $0 – $500,000	5%
Next $500,001 - $750,000	4%
Next $750,001 - $1,000,000	3%
Thereafter Greater than $1,000,000	2%

"Landlord Oversight-Tenant Allowance Percentage"* -- Two percent (2%)

"Construction Supervision Percentage"* --

First $0 – $100,000	5%
Next $100,001 - $250,000	4%
Next $250,001 - $500,000	3%
Thereafter Greater than $500,000	2%

*Any project where the total cost of the project is $25,000 or less will not incur any project management fees, which applies to and includes Construction Administration Fees, Landlord Oversight-Tenant Allowance Fees, and Construction Supervision Fees.

"Manager's Notice Address" – CBRE, Inc.
311 South Wacker Drive, Suite 400
Chicago, Illinois 60606

"Owner's Notice Address" Office of the Chief Procurement Officer
118 N. Clark, Suite 1018
Chicago, Illinois 60602

With a copy to:
Cook County Real Estate Management Division
69 W. Washington, Suite 3000
Chicago, Illinois 60602

Part II of this Agreement and Exhibits A through K attached hereto are made a part of this Agreement as effectively as if set forth above the signature lines.

Executed as of July 23, 2014.

PART II
STANDARD TERMS

ARTICLE 1. RETENTION OF MANAGER; GENERAL DEFINITIONS

1.1 Retaining Manager. Owner hereby retains Manager to manage the Property in accordance with the terms and conditions of this Agreement, utilizing trained, experienced personnel employing current state of the art real estate management practices and techniques, and Manager accepts its duties and responsibilities under this Agreement. Manager's duties and responsibilities will commence on the Commencement Date.

1.2 General Definitions. As used in this Agreement, the following terms shall have the following respective meanings:

"Affiliate" – As to any specified person or entity, a person or entity which (i) is a director, officer, partner, member or trustee of such specified person or entity, or in which such specified person or entity or any owner of any direct or indirect interest therein is a director, officer, partner, member or trustee, (ii) has any direct or indirect legal or beneficial interest in such specified person or entity, or in which such specified person or entity or any owner or any direct or indirect interest therein has any direct or indirect legal or beneficial interest or (iii) directly or indirectly controls, is controlled by or is under common control with such specified person or entity.

"Agreement" - This Management Agreement, as same shall be amended from time to time. This Agreement consists of Part I, Part II, Part III and Exhibits A through H attached hereto, all forming part of this Agreement.

"Annual Business Plan" or "ABP" - The annual business plan to be prepared and submitted in accordance with Part II, Section 2.5.

"Board" – The Cook County Board of Commissioners.

"Chart of Accounts" - Owner's approved form of Chart of Accounts, a copy of which is included in the Standard Property Report Manual, as modified by Owner from time to time.

"Construction Work" – That certain work established in Part II, Section 11.2.

"County Fiscal Year" shall mean the twelve month period commencing on December 1.

"Director" shall mean the Director of Real Estate Management.

"Management Committee:shall be a County oversight committee as designated from time to time by the Director of Real Estate Management, and may include representatives from the using entity, the Office of Capital Planning and Policy, the Department of Budget and Management Services, and others as designated by the Director.

"Management Fee" - The fee for Manager's management services rendered under this Agreement shall be paid monthly in accordance with Part II, Sections 4.5 and 11.1.

"Management Manual" – The management manual which shall include such items as cleaning specifications, maintenance schedule, and other requirements for oversight of the specific building initially prepared by Manager within thirty (30) days after the Effective Date, revised by Manager in accordance with Owner's directives, and as modified by Owner from time to time.

"Manager" shall mean the entity signing this Agreement as Manager. Manager may also be referred to as "Contractor".

"Monthly Reporting Package" – That certain reporting obligation established pursuant to Part II, Section 4.2.

"Monthly Statements" – The monthly reports set forth in Part II, Section 4.2.

"Operating Account" – That certain bank account established pursuant to Part II, Section 6.1.

"Operating Budget" – That certain budget established pursuant to Part II, Section 2.5.

"Property" – That certain building located at 69 W. Washington Street, and 30 N. Dearborn, Chicago, Illinois, including the plazas, generator building and other improvements owned by the County of Cook and commonly known as the George W. Dunne Cook County Office Building.

"Rents" – That certain amount set forth in Part II, Section 11.1.

"Standard Property Report Manual" – The reporting manual initially prepared by Manager within thirty (30) days after the Effective Date, revised by Manager in accordance with Owner's directives, and as modified by Owner from time to time.

"Tenant" or "Tenants" shall mean the occupant or occupants of the Property, whether under lease or assigned to the Property by Owner.

ARTICLE 2. MANAGER'S RESPONSIBILITIES

2.1 Management; Independent Contractor. Manager will manage, operate and maintain the Property in an efficient manner and in substantial conformance with the ABP approved by Owner. The scope of services to be performed is described in this Agreement and in Exhibit A. The scope set forth is intended to clarify the expectations of the parties and not to limit the scope by excluding any services customarily included in a full-service management agreement, except to the extent services are limited as to a particular property pursuant to Exhibit A. Manager will perform the services in accordance with the Implementation Plan, Staffing Plan

and other terms of the Proposal dated January 15, 2014 and included in Exhibit A. In performing such duties, Manager will act in a fiduciary capacity with respect to the proper protection of and accounting for the Property and the revenue therefrom. Manager will deal at "arm's length" with all third parties (including any Affiliate of Manager) and Manager will serve Owner's interests at all times. The Manager will diligently and competently perform all services required by this Agreement, and will exercise initiative in identifying and recommending to the County opportunities for improvements and cost savings in the operation, maintenance and management of the Property. Owner may request that Manager submit a proposal to provide additional services, beyond those described in this Agreement, related to the use, occupancy and management of the Property, as may be needed. Manager's compensation for such additional services shall be agreed upon between Manager and Owner at the time the services are rendered. This Agreement is not one of general agency by Manager for Owner, but one pursuant to which Manager is engaged as an independent contractor, and in that respect has only a limited agency as specifically set forth in this Agreement.

2.2 Employees. Manager will have in its employ or its Affiliates' employ at all times such experienced personnel as may be necessary to accomplish the efficient and successful operation and management of the Property, including without limitation the services of an experienced senior supervisory executive satisfactory to Owner. All employees required for the operation and management of the Property shall be employees of Manager or its Affiliate, not Owner. Subject to reimbursement of Manager pursuant to Section 2.3 and Section 7.1(l) below, all matters pertaining to the employment, supervision, compensation, promotion and discharge of such personnel will be the sole responsibility of Manager, and Owner will have any liability with respect thereto. Manager will negotiate with any union lawfully entitled to represent any such personnel and will execute in its own name, and not as agent for Owner, any collective bargaining agreements or labor contracts covering such personnel. Manager will comply fully with all applicable laws and regulations relating to worker's compensation, social security, unemployment insurance, hours of labor, wages, working conditions and other employer-employee related subjects. Manager represents that it is and will continue to be an equal opportunity employer and agrees to advertise as such. Owner hereby acknowledges that CBRE Technical Services, LLC ("CBRE Technical") is an Affiliate of Manager that provides certain maintenance services. If applicable, CBRE Technical shall perform services at the Property pursuant to the Technical Services Addendum attached hereto as Exhibit I.

2.3 Compliance with Laws, Mortgages, etc. Manager will use commercially reasonable efforts (at Owner's expense, except as otherwise provided in this Agreement) to comply with federal, state and municipal laws, ordinances, rules, regulations and orders relative to the tenancy, use, operation, repair and maintenance of the Property and with the regulations of the local Board of Fire Underwriters or other similar bodies. Manager, with the prior approval of Owner, will promptly remedy any violation of any such law, ordinance, rule, regulation or order which comes to its attention, provided that in the case of emergency, or imminent threat to the health, safety or welfare of tenants or any other person, or if so ordered by a governmental authority, Manager shall promptly remedy such violation and notify Owner as soon as practical; provided, however, that the cost of any such repairs or changes will be an expense of the Property. Manager shall notify Owner and recommend any repairs or changes to the Property or

operation thereof which will be required under proposed changes in laws, ordinances, rules and regulations (such as the Americans with Disabilities Act), provided, however, that the cost of any such repairs or changes will be an expense of the Property.

Except as otherwise specifically directed by Owner, Manager will use commercially reasonable efforts to comply with all contracts and agreements relating to the Property, including, without limitation, any ground lease, space lease, mortgage, deed of trust or other security instrument affecting the Property; provided, however, that such compliance will be an expense of the Property and Manager will not be required to make any payment from its own funds or incur any individual liability.

Manager will, at Manager's individual expense, maintain its corporate existence and good standing and obtain and maintain in effect all licenses and permits with respect to Manager necessary to carry out its duties hereunder.

2.4 Annual Business Plan. Manager will prepare and submit to Owner for Owner's approval, an Annual Business Plan for the Property, which will include an Operating Plan and Budget and a Capital Improvements Plan and Budget, which will provide for the leasing, operation, repair, maintenance, and improvement of the Property for each County Fiscal Year during which this Agreement is in effect. Manager agrees to use all commercially reasonable efforts to ensure that the actual costs of maintaining and operating the Property do not exceed the operating budget (the "Operating Budget") which is a part of the approved ABP either in total or in any one accounting category. All actual expenses must be charged to the proper account on a basis consistent with the Operating Budget classifications. No expense may be reclassified except as needed to correct an inadvertent error. Manager will secure Owner's prior written approval, which approval shall be in Owner's sole discretion but which response will not be unreasonably delayed, for any expenditure that will result in a variance of the greater of $5,000 or 5% of the annual budgeted amount in any one accounting category of the Operating Budget. The initial year's Annual Business Plan will be agreed upon prior to execution of this Agreement; thereafter the Annual Business Plan will be provided in June of each year for the fiscal year following, or at such other time as requested by the County. Manager acknowledges that Owner may require changes to the Annual Business Plan, Operating Budget, and Capital Budget from time to time during the course of the year. Owner will use its best efforts to provide to Manager reasonable notice or and reasons for said change. The Annual Business Plan shall include the following specific detail:

2.4.1 Staffing Plan. The staffing plan is attached hereto as Exhibit B, and includes an organizational chart indicating the management structure and subcontractors.

2.4.2 Schedule of Employees. A schedule of employees to be employed on-site in the direct management and operation of the Property, including the names of such employees, their respective titles and proposed salaries for the period covered, the allocation of each such employee's time to the Property and which employees are bonded or are covered under Manager's comprehensive crime insurance policy. The Schedule of Employees identifies those employees whose salaries may be charged pro rata to the

Property based upon direct services rendered to the Property, and except as set forth in the approved Annual Business Plan in no event shall any other employee related expenses be charged to the Property without the prior written approval of Owner. Notwithstanding anything in this Agreement to the contrary, the property manager must be approved by Owner in advance, following the submittal by Manager of details on the proposed property manager's background and experience. The Schedule of Employees will be updated promptly by Manager to provide current information at all times.

2.4.3 Key Personnel. A schedule setting forth the key personnel who will be responsible for the performance of Manager's duties under this Agreement (the "Key Personnel") are identified on Exhibit B. Manager acknowledges and agrees that Owner is relying on the experience and expertise of the Key Personnel and that each of the Key Personnel shall be actively engaged in the management of Manager or the direct parent of Manager at all times. Any change in the Key Personnel shall be subject to Owner's written approval.

2.4.4 Operating Expenses. The Operating Plan shall itemize each type of service to be provided for the Property. The Operating Plan should specifically describe the following specific Services at a minimum, as well as any other recommended Services.

General administration, accounting, tenant Services, and miscellaneous services and activities not described elsewhere;

Maintenance and repair services to be provided by skilled trades and service providers;

Inside and outside cleaning and janitorial services and supplies;

Security services;

All utilities necessary for the operation of the Property.

During the fiscal year Manager shall inform Owner, through its Director of Real Estate Management, promptly of any significant costs, expenses or income that were not reflected in the Operating Budget.

In the event that Owner has not approved the Operating Budget for the Property in any year, Manager shall cause the Property to be operated in accordance with the Operating Budget approved by Owner for the prior year, unless Owner has approved a portion of the Operating Budget submitted by Manager for the current year, in which case Manager shall cause the Property to be operated in accordance with the portion of the Operating Budget approved for the current year and in accordance with the provisions of the Operating Budget approved for the prior year for all items not so approved for the current year. No capital expenditures shall be made by the Manager unless provided for in the approved Operating Budget for the period.

2.5 Contracts and Competitive Bidding. Manager shall prepare, negotiate and execute, as agent for Owner, contracts pertaining to the operation, security, maintenance, improvements, capital expenditures, alterations and services for the Property, including utility agreements, supplies contracts and equipment leases; provided, however that (i) any such contract having a term in excess of one year must be terminable by Owner on no more than 30 days' notice without cause; (ii) the nature and cost of the services to be contracted for are included in the then current Operating Budget or Capital Budget; (iii) any such contract with an affiliate of Manager shall be subject to Owner's prior written approval; (iv) any work or services costing in excess of twenty-five thousand dollars ($25,000) shall be subject to Owner's prior written approval, notwithstanding provision for such work or service in the respective budget; and (v) the work or services are competitively bid or procured, in accordance with the procedures set forth below. For general guidance as to procurement methods, such as bids, requests for proposals, and what method is appropriate in a given circumstance, the Cook County Procurement Code, Chapter 34, Article IV, Sections 34-135 through 141 should be consulted, and the Chief Procurement Officer will provide guidance as to appropriate means of obtaining competitive pricing. The Cook County Procurement Code is available at: http://library.municod.com/index.aspx?clientId=13805&stateId=13&stateName-Illinois. In general, procurement of supplies, goods, materials, equipment and services are required to be made by competitive bidding, and where competitive bidding is required, contracts will be awarded to the lowest responsive and responsible bidder. However, exceptions exist to this requirement, such as in the case of professional services, where price is not the sole consideration in award. All contracts for repairs, goods and services relating to the Property shall be paid for, at cost, out of the Operating Account, and all capital improvements shall be paid for, at cost, out of the Capital Account, unless otherwise instructed by Owner in writing and shall be awarded by Manager on the basis of the competitive bidding and solicitation procedures set forth below (unless an alternative bidding and solicitation procedure is requested by Manager and approved by Owner in writing):

(a) Expenditures of $5,000 or less, in the aggregate, from any one vendor in any one year may be made without a competitive process. For each expenditure over $5,000 but under $25,000, Manager shall request three (3) written bids or proposals. If Manager is unable to obtain three (3) written bids or proposals, Manager may award the contract regardless of the absence of three (3) written bids or proposals, with the approval of the Director. Manager may accept a bid (or if competitive bidding is impractical, select a vender with such competitive process as is appropriate under the circumstances, such as written proposals in the case of professional services) without prior approval from Owner if the expenditure is for a budget approved item and will not, at the time of the expenditure, exceed the annual budgeted accounting category of the applicable Operating Budget. Individual expenditures under $25,000 are not required to comply with the MBE/WBE participation goals as set out in Section 2.5(c) but can be counted toward participation goals if Manager so chooses.

(b) For each expenditure over $25,000, a minimum of three (3) written bids or proposals shall be obtained by Manager. If Manager is unable to obtain three (3) written bids or proposals on its first attempt, Manager must solicit additional bids or proposals in

its attempt to obtain three (3) written bids or proposals. Manager may contact the Cook County Office of Procurement for assistance in identifying available providers and for guidance in obtaining bids or proposals. If Manager is still unable to obtain three (3) written bids or proposals, Manager may contact the Director for approval to proceed with less than three (3) bids or proposals. Prior to accepting a bid or proposal, Manager shall obtain Owner's prior approval, which approval shall not be unreasonably withheld, conditioned or delayed.

(c) Manager must comply with all applicable federal and state statutes, and will comply with County ordinances to the extent provided herein, with respect to contracts entered into under the terms of this Agreement including, but not limited to, the Illinois Prevailing Wage Act, 820 ILCS 130/.01 *et seq.*, and the Public Construction Bond Act, 30 ILCS 550/.01, *et seq.*, and the following specific sections of the Cook County Code of Ordinances: the Living Wage Ordinance, Cook County Code of Ordinances, Section 34-132; the Responsible Bidder Process for Public Works Construction, Maintenance and Repair Contracts (Section 34-145), the Percentage of Work of Public Works Projects to be Performed by County Residents (Sec. 34-190), and the Prevailing Wages for Covered Services Ordinance (Section 34-163). Manager further agrees to comply with any other requirements that may be imposed by the Cook County Office of Procurement from time to time. Manager may request in writing that Owner waive competitive bidding rules with respect to a particular contract, good, service or Property by its written approval, which approval shall not be unreasonably delayed or withheld by Owner.

(d) In addition to the foregoing requirements, Manager shall comply with the Owner's ordinances regarding MBE/WBE participation, Cook County Ordinances, Chapter 34, Sections 34-260 through 34-276 and Sections 34-294 through 34-299, in contracting for construction, goods, services and supplies on behalf of Owner in accordance with this Agreement. Pursuant to Section 34-267 of the ordinance, the goals for procurements made by Manager on behalf of the County for purposes of providing the goods, services and supplies required under this Agreement are to strive to award 25% of the total dollar amount of a contract to one or more MBEs and 10% of the total dollar amount of a contract to one or more WBEs. In the event Manager is required to procure construction services pursuant to Section 34-294 of the ordinance, the MBE goal will be 24% and the WBE goal will be 10% of the total dollar amount of the contract. Manager shall be responsible for submitting the appropriate documentation to the Cook County Office of Contract Compliance to demonstrate its compliance with the MBE/WBE ordinance. Manager shall also meet with the Cook County Office of Contract compliance on a quarterly basis to discuss Manager's good faith efforts to comply with the MBE/WBE participation goals. Compliance with these provisions shall be determined on the basis of all expenditures of County funds, with such exclusions as are determined by the Office of Contracts Compliance. Notwithstanding the above, the contract amount which is the basis for determining the MBE/WBE goal percentage shall not include expenditures by Manager for utilities and personnel costs. For additional information regarding any Contractor's obligation to comply with the Owner's ordinances, please see the Instruction

to Bidders and General Condition, which is available on the Office of the Chief Procurement Officer's website.

(e) In the event the County has an existing contract pursuant to which Manager could obtain supplies, materials, equipment and services at a reasonable cost, Manager may purchase such supplies, materials, equipment and services under the terms of the existing contract by following the requirements of the Cook County Office of Procurement rather than entering into a new contract pursuant to clauses (a) and (b) above. If requested by the County, the Manager will utilize a County-wide contract, provided the cost of utilizing such contract can be accommodated within the approved Budget.

Notwithstanding the foregoing, the procedures set forth in clauses (a)-(d) above shall be waived with respect to an emergency repair if such emergency repair is reasonably necessary, in the reasonable opinion of Manager, to protect the Property from immediate risk of damage or to maintain services Owner is required to provide; provided however, that if practicable under the circumstances, the Manager shall obtain quotations or proposals from at least three (3) providers. The Manager shall report the basis for the emergency procurement and reasons for the selection of the contractor to the Director within five (5) business days of making an emergency procurement.

2.6 Repairs. Manager shall, at the expense of the Property to the extent of the actual cost thereof to Manager, make all ordinary and extraordinary repairs, decorations and alterations to the Property, subject to the limits of the approved ABP, Operating Budget or approved by Owner. Manager may not make expenditures for repairs which exceed $10,000 unless otherwise approved in writing by Owner, which approval shall be in Owner's sole discretion but which response will not be unreasonably delayed; provided, however, Manager may make expenditures for repairs without prior written approval if it is necessary to prevent imminent damage to the Property or the health or safety of any person on or about the Property or if Owner is threatened with immediate criminal or civil liability. Owner must be informed of any such expenditures as quickly as possible, and in any event not later than the end of the next business day.

2.7 Service Contracts. Manager will not enter into any contract for cleaning, maintaining, repairing or servicing the Property that requires annual payments in excess of $5,000 not set forth in the ABP or Operating Budget, without the prior written consent of Owner, which approval shall be in Owner's sole discretion but which response will not be unreasonably delayed. All service contracts will: (a) be on behalf of Owner and executed by the Manager as agent for Owner, (b) be assignable, at Owner's option, to Owner's nominee, (c) include a provision for cancellation thereof by Owner without payment of any fee upon not more than 30 days' written notice, (d) require that all contractors provide evidence of insurance sufficient to meet the requirements of Section 3.4 below, and (e) contain the following exculpation and indemnification provisions satisfactory to Owner: "Contractor shall indemnify, defend and hold Owner, Advisor, Manager and each of their respective affiliates, officers, directors, employees and agents harmless from and against any and all claims, demands, causes of action, losses, damages, fines, penalties, liabilities, costs and expenses, including attorneys' fees, court costs and costs of settlement arising out of or in connection with Contractor's provision of services to the Property; provided such claims, demands, causes of action, losses, damages, fines, penalties,

liabilities, costs and expenses are not the result of the gross negligence or willful misconduct of Owner, Advisor or Manager or any of their respective officers, directors, employees or agents. Contractor agrees to look solely to Owner's interest in the Property for the satisfaction of any claim arising or accruing against Owner, its officers, directors, shareholders, partners, trustees, beneficiaries, agents or employees, and in no event shall Owner, its officers, directors, shareholders, partners, trustees, beneficiaries, agents or employees have any personal liability under this Contract." Exhibit C lists all contracts existing as of the date of this Agreement which provide for utility service, cleaning, repair, maintenance or other services for any of the Properties. Upon a change to Exhibit C, Manager will update Exhibit C and provide to Owner in the next monthly reporting package.

2.8 County Self-Performed Services. From time to time, the County may elect to provide certain services with its own forces. If County wishes to do so, County will notify Manager prior to submission of the annual Operating Budget to the Department of Budget and Management Services. Manager will work with the Management Committee to implement such County-performed services, and will cancel or amend any affected service contracts to allow for such self-performed services.

2.9 Leasing. Manager will make every reasonable effort to keep desirable tenants for the Property. If Owner selects an independent leasing agent, Manager will cooperate fully with Owner's leasing agent and any listing brokers. Upon request of Owner, Manager will provide leasing services to Owner for the compensation set forth in Exhibit D by separate written agreement. All leases will be: (i) on a standard form approved by Owner, (ii) in the name of Owner, and (iii) executed by Owner. Under current County ordinances, all leases must be approved by the Board; therefore, Manager will work with the Director as to the timing and actions necessary to obtain such approval. Manager shall review Owner's standard form lease within sixty (60) days after beginning management services under this Agreement and provide any comments and suggestions for updating or improving such documents to the Director or her designee. Legal services for leasing and contracting in the Property are provided by the Civil Division of the Cook County State's Attorney's Office.

2.10 Collection of Rents and Other Income. Manager will use diligent efforts to collect all rents and other charges which may become due at any time from any tenant or from others in connection with or for the use of the Property and will use its commercially reasonable efforts to ensure tenants' compliance with their respective leases. Manager will collect and identify any income from miscellaneous services provided to tenants or the public. All rents and other monies collected will be deposited in the Operating Account and will be paid to the Owner within ten days after the end of the month for which such payments were received. Manager must obtain Owner's prior written approval before Manager may terminate any lease, lock out a tenant, institute suit for rent or use and occupancy, institute any proceeding for recovery of possession or alter or waive any monetary term of any lease. In connection with any collection efforts, Manager may retain only legal counsel or collection firms approved in writing by Owner. Manager shall submit all legal expenses incurred in bringing such proceedings to Owner for its approval. Manager will not write off any income items without Owner's prior written approval.

2.11 Tenant Services. Manager shall provide a full range of tenant services to ensure that the Property is maintained in a first class manner and that the tenant population is properly served through: (i) regularly scheduled contact with tenants using designated representatives, (ii) supervision of tenant moves, (iii) response to tenant inquiries and requests, and (iv) performance of frequent building inspections. Any unbudgeted work or services requested by tenants who are County departments or agencies must be approved by the Cook County Director of Real Estate Management before they are furnished by Manager. It shall be the responsibility of the County tenant to obtain such approval prior to submitting a request for work or services to Manager.

2.12 Moisture and Mold; Hazardous Materials. Manager is responsible for keeping the Property clean and habitable, including maintaining proper ventilation of the Property. Manager shall control humidity and moisture levels in the Property through proper operation of the heating, ventilation and air conditioning (HVAC) system and all plumbing fixtures, and Manager shall notify Owner immediately upon the discovery of any water leaks, standing water, condensation on interior surfaces, high humidity, musty smells, and visible mold anywhere in the Property. Notwithstanding anything to the contrary contained herein, Owner acknowledges and understands that Manager is not qualified to (a) evaluate the presence or absence of hazardous or toxic substances, mold, waste, materials, electromagnetic field, radon, radioactive materials, or other environmental concerns under applicable law, upon, within, above, or beneath the Property (collectively, "Hazardous Materials"); (b) maintain or evaluate compliance with environmental, Hazardous Materials or waste laws, rules and regulations; or (c) conduct or ensure clean-up or remediation of Hazardous Material spills or contamination. Any environmental assessment report of the Property will be obtained from an independent environmental consultant retained by Owner. In no event will Manager make an independent determination as to the presence or absence of Hazardous Materials, or whether Owner, the Property or any particular tenant is in violation or compliance with any laws relating to Hazardous Materials.

2.13 Security. Manager will provide for adequate security for the Property. Manager will comply with all local, State and Federal laws and regulations pertaining to building security. In addition, (i) Manager will take steps to ensure that the building's security preparedness level is commensurate with the threat level currently posted by the Office of Homeland Security and (ii) within ninety (90) days following the Effective Date Manager shall prepare, for Owner's approval, a disaster recovery plan to be effective following a hurricane, earthquake, fire, flood or other natural disaster.

2.14 Cleaning Specifications. Cleaning Specifications are attached as Exhibit J. Any changes to the Cleaning Specifications must be approved by the Director.

ARTICLE 3. INSURANCE AND CLAIMS

3.1 Owner's Insurance and Rights. Owner may self-insure or, as an operating expense of the Property payable from the Operating Account, may obtain and keep in force adequate property and commercial liability insurance covering Owner as named insured. Owner currently maintains the following insurance set out in (a) and (b) below. :

(a) "All risk" direct damage property insurance for the Property on a replacement cost basis. If the Property is under construction, "all risk" builder's risk insurance shall be carried covering the full cost of construction.

(b) Commercial general liability insurance (current ISO form CG 00 01) on an "occurrence" basis in an amount not less than $10,000,000 each occurrence, which may be satisfied through any combination of primary and umbrella coverage.

All policies providing for such coverage shall waive all the insurer's right of subrogation against Manager and its affiliates. Owner shall furnish Manager certificates of insurance evidencing the insurance coverage maintained by Owner. Any insurance carried by Owner shall be the primary insurance for claims arising at or on the Property, and any policy of insurance required to be carried by Manager shall be excess in all respects. Manager shall be included as a real estate manager and insured by definition on the commercial general liability and umbrella insurance policies.

Nothing in this Section 3.1 will be construed as indemnifying Manager or its employees, contractors or agents against any act or omission for which insurance protection is not available or is not required hereunder to be carried by Owner; neither is the foregoing intended to affect the general requirement of this Agreement that the Property will be managed, operated, and maintained in a safe condition and in a proper and careful manner. Manager will use commercially reasonable efforts to furnish information requested by Owner for the purpose of placement of insurance coverages and will aid and cooperate in every reasonable way with respect to such insurance and any claim or loss thereunder.

Manager will notify Owner promptly upon becoming aware of any casualty, loss, injury, claim or other event which may result in a claim under any insurance policy maintained by Owner. Manager will cooperate with Owner and Owner's insurance carrier on loss control inspections, responding to recommendations and other safety issues.

3.2 Manager's Insurance.

Manager will maintain the following insurance at its own expense (not chargeable to the Property) at all times, unless specified otherwise, until completion of the term of this Contract:

(a) Workers Compensation Insurance

Workers' Compensation shall be in accordance with the laws of the State of Illinois or any other applicable jurisdiction.

(b) Employer's Liability - $500,000 each accident; $500,000 disease-policy limit; $500,000 disease - each employee.

(b) Automobile Liability - As to any vehicle owned, non-owned or hired by Manager, $1,000,000 covering losses due to the insurer's liability for bodily injury or property damage.

Medical Expenses - $5,000 per person per accident.

Uninsured/Underinsured Motorists' Coverage for any owned car - $1,000,000.

(c) Comprehensive crime (including Employee Dishonesty) insurance in the amount of $1,000,000 or a fidelity bond acceptable to Owner.

(d) Commercial General Liability – For bodily injury, personal injury and property damage on an occurrence form (ISO Form CG0001 or equivalent) with limits not less than the following:

Each Occurrence	$1,000,000 each accident
General Aggregate Per Project	$2,000,000 policy limit

(e) Excess Liability Coverage – Each Occurrence $10,000,000

General Aggregate Per Project $10,000,000

(f) Professional Real Estate Errors & Omissions insurance in the amount of $2,000,000 covering the Manager against all sums which the Manager may become obligated to pay by reason of the liability imposed upon the Manager by law for damage resulting from any claim made against the Manager arising out of the performance of this Agreement and caused by any error, omission, or act of the Manager, or of any person employed by the Manager, or any others for whose acts the Manager is legally liable. The foregoing policy need not cover consultants employed by the Manager, who shall be required by the Manager to provide evidence of professional errors and omissions insurance in the amount of $1,000,000. The policy and aforesaid limit of liability shall be maintained for a period of not less than two (2) years following completion of this Agreement.

The minimum A.M. Best's rating of each insurer is A-/VII or carrier acceptable to Owner. Manager will furnish Owner with certificates at inception of this Agreement and when coverage is renewed or replaced, evidencing the aforesaid coverages. Manager will endeavor to provide Owner with at least 30 days' prior written notice of cancellation or non-renewal of or any material change in any of the aforesaid policies. Owner, its commissioners, officers, agents and employees will be named as additional insureds with respect to all insurance policies required under (b)(Automobile Liability), (d)(Commercial General Liability), and (e)(Excess Liability) above but only with respect to Manager's indemnity obligations under this Agreement and as loss payee as respects (c)(Comprehensive Crime) above but only with respect to Manager's indemnity obligations hereunder.

In no event shall any failure of the Owner to receive certificates of insurance required hereof or to demand receipt of such certificates of insurance be construed as a waiver of Manager's obligations to obtain insurance pursuant to these insurance requirements.

3.3 Indemnification.

a) Except to the extent i) covered by Owner's insurance policies reqiured under this Agreement, or ii) covered by Owner's indemnification obligations set forth in Section 3.3(b) herein, Manager will (at its own expense and not as an operating expense of the Property) indemnify, defend and hold Owner harmless from and against any and all claims, demands, causes of action, losses, damages, fines, penalties, liabilities, costs and expenses, including attorneys' fees, court costs and costs of settlement, sustained or incurred by or asserted against Owner to the extent attributable to (i) any negligence or willful misconduct of Manager or any of its officers, partners, directors, agents or employees, in connection with this Agreement or Manager's services or work hereunder, whether within or beyond the scope of its duties or authority hereunder occurring prior to or during the term of this Agreement, or ii) actions outside of the scope of Manager's authority hereunder. To the extent not covered by insurance, the costs of all litigation including damages brought against Manager and/or Owner by any tenants or employees alleging gross negligence, wanton misconduct, willful or intentional misconduct or criminal conduct on the part of Manager will be borne by Manager at its own expense and not as an operating expense of the Property, unless judgment has been entered in such litigation by a court of competent jurisdiction (such judgment having become final after all appeals or due to lapse of the applicable appeal period without appeal having been taken) holding Owner liable due to its own misconduct and not merely derivatively due to Manager's actions or failure to act. Manager's and Owner's agreements under this Section 3.3 will survive any termination of this Agreement to the extent of any liability or obligation arising out of facts or circumstances occurring or existing prior to such termination.

b) Owner agrees to indemnify, defend and hold harmless Manager and its affiliates from and against any and all claims for property damage or bodily injury in any way arising out of or related to the Property or the management of the Property other than claims attributable to Manager's gross negligence or willful misconduct.

c) Notwithstanding anything to the contrary contained herein, neither Owner nor Manager shall be liable for any lost or prospective profits or any other indirect, consequential, special, incidental, punitive or other exemplary losses or damages, whether in tort, contract or otherwise, regardless of the foreseeability or the cause thereof, that would not otherwise be covered under the standard liability or property insurance forms held by the parties hereunder.

3.4 Contractors' and Subcontractors' Insurance. Manager will require that all parties performing work on or with respect to the Property, including, without limitation, contractors, subcontractors and service vendors, maintain insurance coverage at such parties' expense, in the following minimum amounts:

(a) Workers' Compensation - Statutory amount.

(b) Employer's Liability - $500,000 each accident; $500,000 disease-policy limit; $500,000 disease - each employee.

(c) Automobile Liability - $1,000,000 covering losses due to the insurer's liability for bodily injury or property damage.

Medical Expenses - $5,000 per person per accident.

Uninsured/Underinsured Motorists' Coverage - $1,000,000.

(d) Commercial General Liability: Bodily injury and property damage – Per Exhibit G (construction contractors) or per Exhibit H (service contractors).

(e) Excess Liability Coverage – Per Exhibit G (construction contractors) or per Exhibit H (service contractors) or such greater amount as is needed for the specific job.

(f) Transit Coverage - As needed for the specific job.

The minimum A.M. Best's rating of each insurer is A-/VII. Manager must obtain Owner's written permission to waive any of the above requirements. Higher amounts may be required by Owner if the work to be performed is deemed by Owner to be hazardous. Manager will obtain and keep on file a certificate of insurance which shows that each such party is so insured. Owner and Manager will be named as an additional insured with respect to Contractors' and Subcontractors' Auto Liability, Commercial General Liability and Excess Liability policies. The Commercial General Liability policy shall include ISO Additional Insured Endorsements CG 2010 and CG 2037 or equivalents. Contractor's insurance shall be primary and non-contributory with any insurance or self-insurance maintained by Owner and Manager . The full policy limits and scope of protection shall apply to Owner and Manager as additional insureds even if they exceed the minimum insurance limits specified above.

Manager must obtain indemnification and hold harmless provisions in favor of Owner and Manager or obtain Owner's written approval to waive such requirement.

3.5 Waiver of Subrogation. In so far as, and to the extent that, the following provision may be effective without invalidating or making it impossible to obtain insurance, Manager and Owner agree that with respect to any hazard, liability, casualty or other loss or claim which is covered by insurance then being carried by either Owner or Manager, (a) the party carrying such insurance and suffering such loss releases the other party of and from any and all claims with respect to such loss to the extent of the insurance proceeds paid with respect thereto and specifically excepting from such release any deductible required to be paid therewith; and (b)

their respective insurance companies shall have no right of subrogation against the other or their respective agents, contractors, employees, licensees or invitees on account thereof.

ARTICLE 4. BANK ACCOUNTS; PAYMENT OF EXPENSES

4.1 Bank Accounts and Collection of Income.

On or before the execution hereof, Manager shall establish and designate a bank account or accounts for the Property in the name of Owner (the "Trust Account"). Manager may endorse any and all checks drawn to the order of Owner for deposit in the Trust Account. Owner's signature shall not be required on checks drawn on such Trust Account, but Owner shall be an additional signatory on the Trust Account. Manager shall draw on the Trust Account for the purpose of paying gross income to Owner in accordance with the terms of this Agreement. Owner hereby authorizes Manager to request, demand, collect, receive and receipt for all rent, charges and other monies payable with respect to the Property. Promptly upon receipt thereof, Manager shall deposit all income collected from the Property into the Trust Account; it being understood that all funds so deposited in the Trust Account shall be held in trust for Owner and shall not be commingled with the funds of Manager. Gross revenues so collected shall be paid to Owner no less frequently than once per month. Such gross revenues shall not be reduced by Property Expenses, which shall be funded by Owner in accordance with Section 4.2. To the extent required by the leases, Manager shall prepare and deliver monthly invoices to tenants of the Property for amounts due under their leases.

4.2 ALLOCATION AND PAYMENT OF EXPENSES

4.2.1 Generally Paid by Owner. All obligations, costs or expenses incurred by Manager in accordance with implementing the Budget and Construction Budget or as otherwise allowed under this Agreement in the performance of its obligations pursuant to Article 2 shall be borne by Owner.

4.2.2 Invoicing for Expenses. Manager shall provide Owner with an invoice on forms as required by the County for estimated expenses no later than three (3) weeks prior to the first day of each month. Owner shall fund such expenses in advance by the first day of the month in which such expenses are due, based on the Budget, the Construction Budget and the invoice from Manager in Owner's standard form. Such Owner funds shall be deposited into the Trust Account and utilized for payment of expenses as they come due. Manager shall reconcile actual expenses against the amount paid by Owner on a quarterly basis and shall notify Owner of any shortfall or overpayment in accordance with Article 6. Any overpayment shall be paid over to Owner quarterly or, if this Agreement has terminated, shall be paid by Manager to Owner at the time Manager delivers the monthly statement to Owner. Any shortfall shall be paid by Owner to Manager by the last day of the calendar month following the end of the quarter.

4.2.3 Office of the Building. Owner shall make office space available for Manager's conduct of the duties described in this Agreement. The location and amount of such space shall be in Owner's discretion. Manager shall be responsible for office equipment required for its

operation (the cost of which shall be reimbursable if properly included and approved as a Property Expense in the Budget), and for furniture which Manager deems necessary in addition to that provided by Owner. If requested by Owner, Manager will enter into a lease for the Office of the Building, or such other agreement as may be necessary to address any bond issues raised by private use of space in the Building by Manager; provided, however, that the full cost and expense of any such lease shall not be the obligation of Manager and instead shall be paid for solely by Owner and/or shall be deemed an expense of the Property.

4.2.4 Manager's Costs. Except as specifically shown in the Budget, Manager shall not be reimbursed for any of its:

(a) employee costs related to employees above the level of building manager;

(b) employee costs related to periods prior to the commencement of the term of this Agreement (including, but not limited to, vacation and severance costs);

(c) costs for preparing the records, statements and reports set forth in Article VII;

(d) overhead costs; or

(e) office equipment, furniture, stationery, postage, telephone, bank charges, and all other administration expenses unless these are located on-site and are used solely for the operation of the Property.

4.2.5 Payments. Any payments to be made by Manager for the account of Owner shall be made out of the Trust Account. In the event Owner has failed to provide sufficient funds to meet all expenses, Manager may make such payments in the order Manager shall deem appropriate and Owner shall indemnify and defend Manager, together with its officers, partners, directors, shareholders, agents and employees, against and hold Manager and such other parties harmless from any and all losses, costs, claims, damages, liabilities and expenses, including without limitation reasonable attorneys' fees, arising directly or indirectly as a result of Owner's failure to provide such funds and Manager's application of existing funds.

4.2.6 Advances and Reimbursements. Manager shall not be required to make any advance to, or for the account of Owner, or to pay any amount except out of funds held or provided as aforesaid, nor shall Manager be required to incur any extraordinary obligation unless Owner shall furnish Manager with necessary funds for the discharge thereof.

ARTICLE 5. COMPENSATION OF MANAGER

5.1 Management Fee. Commencing as of the Commencement Date, Owner agrees to pay Manager and Manager agrees to accept as full compensation for its services in managing the Property in accordance with this Agreement, the Management Fee identified on Exhibit D, which shall be payable in equal monthly installments, in arrears. The Management Fee shall be payable monthly following the month for which services were invoiced on or before the tenth day of each month (prorated for any partial month), subject to Manager providing Owner with an appropriate

invoice. Manager will have no right to receive a Management Fee attributable to any time period after the expiration or earlier termination of this Agreement. In the event the Contractor receives payment under the Contract, reimbursement for which is later disallowed by the County, the Contractor shall promptly refund the disallowed amount to the County on request, or at the County's option, the County may credit the amount disallowed from the next payment due or to become due to the Contractor under any contract with the County.

5.2 Project Management Fees. Upon request of Owner and the mutual agreement of Owner and Manager, Manager shall, from time to time, act as construction administrator or supervisor with respect to tenant improvements, capital improvements and/or other construction work made to the Property after the Commencement Date, and will, as applicable, supervise, oversee and administer such construction work. "Construction work" is defined as any construction, reconstruction or alteration of any improvements constituting part of the Property, but does not include usual maintenance and repairs made to the Property. Owner shall pay to Manager the amounts set forth below for the applicable project management assignment as described in the following sections and in Exhibit D hereto; provided that Manager shall only receive a project management fee for each project where construction hard costs equal or exceed $25,000, and for each project where construction hard costs are less than $25,000, no additional fee shall be payable.

Owner acknowledges that the work product provided by contractors will be the responsibility of such persons and that Manager does not warrant or guaranty, and shall not have any liability with respect to, their performance or work product. Manager will not be liable for design techniques or procedures employed by any third party including contractors providing design or other services in connection with a construction project, or construction means, methods, techniques, sequences or procedures, particularly as they apply to the structural integrity of constructed building components for such project. In no case shall the liability of Manager for any project or construction management services provided hereunder exceed the total fees paid to Manager for the applicable project.

Notwithstanding anything to the contrary contained in the preceding paragraph, Manager shall as part of its duties under this Agreement and without any compensation therefor (other than the Management Fee) supervise the moving of tenants into space at the Property. Further, notwithstanding anything contained in this Section, Owner has the right, at its sole discretion, to retain a separate construction administrator or supervisor to oversee any tenant improvements, capital improvements, and/or other construction work made to the Property at any time. Unless engaged by Owner to provide the project management services as set forth in this Section, neither Manager nor its employees shall have an obligation to supervise, bid capital or tenant improvement work, collect lien releases, or obtain certificates of insurance from general contractors and/or subcontractors for construction and related matters. The following three types of project management services have been priced independently and will apply as appropriate:

5.2.1 Construction Administration Fee. As compensation for construction administration services ("Construction Administration"), Owner shall pay to Manager the amount set forth in Exhibit D applicable to Construction Administration (the "Construction Administration Fee"). The Construction Administration Fee shall be payable monthly in arrears,

subject to provision of appropriate invoices and documentation. Construction Administration shall mean and include a full scope of project management services (subject to prior written approval from the Cook County Director of Real Estate Management and the Director of the Cook County Office of Capital Planning and Policy in each instance), the scope of services for which is set forth in Exhibit D hereto.

5.2.2 Landlord Oversight - Tenant Allowance Fee. Manager will be compensated by Owner for landlord oversight services ("Landlord Oversight") as set forth in Exhibit D ("Landlord Oversight Fee"). Such fee will be payable monthly in arrears, subject to provision of appropriate invoices and documentation. Construction Supervision shall mean and include a limited scope of project management services involving project oversight where a project is being executed by a third-party tenant (other than Owner) utilizing its own designer and contractor, and shall include the scope of services as set forth in Exhibit D.

5.2.3 Cook County Employee Construction Supervision Fee. Manager will be compensated by Owner for construction supervision services for projects in which Owner's employees are engaged (rather than third-party vendors and contractors) to work on and complete a project, and where the role of project manager is being fulfilled by one or more of Owner's employees as more particularly described herein ("County Employee Construction Supervision") as set forth in Exhibit D ("County Employee Construction Supervision Fee"). Such fee will be payable monthly in arrears, subject to provision of appropriate invoices and documentation. County Employee Projects shall mean and include a limited scope of project management services involving project strategy, budgeting, and oversight where a project is being coordinated and completed by Owner's employees. In no event shall Manager provide County Employee Construction Supervision if such work requires a City of Chicago permit, unless such permit is acquired by Owner.

5.3 Intentionally Omitted

5.4 Leasing Commissions. As compensation for Manager's leasing services, rendered under Section 2.9 of this Agreement, Owner shall pay to Manager a leasing commission as set forth in Exhibit D.

5.5 No Penalty for Late Payment. No late payment interest penalties shall accrue for any payment due (including any and all payments made on disputed claims) pursuant to the terms of this Agreement.

ARTICLE 6. FINANCIAL REPORTING AND RECORDKEEPING

6.1 Books and Accounts. Manager will maintain adequate and separate books and records for the Property, the entries on which shall be supported by sufficient documentation to ascertain that all entries are accurate. Such books and records will be maintained at Manager's Notice Address or at such other location as may be mutually agreed upon by Manager and Owner in writing. Unless turned over to Owner pursuant to Section 12.3, Manager shall retain all books and records for the Property for a period of 7 years after the end of the accounting period to

which such books and records pertain. Manager will use commercially reasonable efforts to maintain such control over accounting and financial transactions as is reasonably required to protect Owner's assets from theft, negligence or fraudulent activity on the part of Manager's employees. Uninsured losses arising from theft, gross negligence or fraud by Manager or its employees are to be borne by Manager at its expense and not as an operating expense of the Property. If Owner so requires, Manager will perform all accounting and financial reporting and functions utilizing software prescribed by Owner, including maintaining records in compliance with the Illinois Local Records Act in accordance with Section 4.7 hereof. In such event, actual costs of licenses, training and maintenance for software will be treated as operating expenses of the Property.

6.2 Monthly Statements; Financial Reports. Manager will furnish to Owner, on or before the fifth (5th) day of the following month, a report (the "Monthly Reporting Package") of all transactions occurring during such reporting month. The Monthly Statements should have the same monthly cut-off as the bank statements. The purpose of said Monthly Reporting Package will be to inform and apprise Owner of the status and condition of the Property.

(a) The general requirements for the Monthly Reporting Package and other financial reports are as follows:

(i) Manager shall use forms prescribed in the Monthly Reporting Manual included in the Standard Property Report Manual, as amended from time to time;

(ii) Manager will maintain electronically, as required by Owner, current data on rent rolls and financial and operating information in order to enable Owner to maintain its financial systems and database;

(iii) All statements and reports will be prepared in accordance with accounting principles generally accepted in the United States ("GAAP"), and

(iv) The Monthly Reporting Package and other reports required by Owner will include other items as specified in the Annual Business Plan and as required by Owner.

(b) The Monthly Reporting Package will include, but not be limited to, the following (certain items may be excluded by permission of the Director, where inapplicable; for example, if no leases exist, subsections iv, vi, viii, xiii and xiv may be omitted):

(i) A transmittal letter or executive summary which highlights key operational and financial matters, including comments on the financial and physical condition of the Property;

(ii) A balance sheet as of month end, prepared in accordance with GAAP, showing current month and prior month balances with the change from prior month. The balance sheet will be prepared in accordance with

Owner's Chart of Accounts or cross-referenced to Owner's Chart of Accounts;

(iii) A statement of income and expense in accordance with GAAP. All expenses shall be included, regardless of the source of payment;

(iv) A cash flow statement reconciling net income to net cash flow on a monthly and year to date basis and a statement showing the monthly transfer of funds ;

(v) A budget versus actual variance report for the Property for the then current month and cumulatively year-to-date, showing variances from the approved Operating Budget. Any income statement or cash flow statement line item which indicates a variance in excess of 5% or $5,000 from the ABP for the then current month or the cumulative year-to-date total must be explained in detail satisfactory to Owner;

(vi) Three-month cash flow forecasts, with an explanation of variances from budget and previous projections;

(vii) All bank statements and reconciliations;

(viii) An aged accounts receivable listing and allowance for doubtful accounts, with a discussion regarding significant delinquencies and recommendations for write-offs or reserves where appropriate;

(ix) A status report on capital improvements, including analysis of expenditures to date, costs to complete and expected completion date;

(x) Supporting schedules for other balance sheet accounts (no less frequently than quarterly);

(xi) An accounts payable listing or check register; and

(xii) A statement of the Property Management Fee.

(c) At all times when there is space available or becoming available for leasing, Manager must also provide the following information in the Monthly Reporting Package:

(i) A current rent roll (including vacancies, security deposits and other information specified by Owner) for the Property in a format acceptable to Owner;

(ii) A lease expiration report;

(iii) A summary of any comparable projects within the within a ten mile radius of the Property in which Manager or any of its Affiliates has acquired an interest during the preceding month; and

(iv) An occupancy/leasing summary and or detail report;

(v) A report on marketing efforts, contacts made, and proposed actions to lease available space.

6.3 Annual Financial Reports. Manager shall cooperate with Owner's accountants or internal auditors in the preparation of annual financial statements (and related management letter) and with the institution and maintenance of an "on-line" accounting system. Such Annual financial statements and management letters are to be issued within 45 days after the end of each calendar year.

6.4 Supporting Documentation. As additional support to the Monthly Statement, Manager will, at Owner's request, provide copies of, but not limited to, the following:

(a) Detailed cash receipts and disbursements journals;

(b) General ledgers;

(c) Invoices for capital expenditures and non-recurring items;

(d) Journal entries;

(e) Paid bills;

(f) Detailed working trial balance (if available);

(g) Supporting documentation for payroll, payroll taxes and employee benefits; and

(h) Other documents as reasonably requested by Owner.

6.5 Transfer of Funds. On the 15th of every month Manager will remit to Owner all cash balances derived from the rents or otherwise arising from the ownership or operation of the Property or the provision of services at the Property. The schedule for the transfer of funds may be changed from time to time by written instructions from Owner.

6.6 Owner's Property. All books, records, computer storage devices or drives containing Property information, invoices and other documents received and/or maintained by Manager pursuant to this Agreement are and will remain the property of Owner.

6.7 Files and Records. Manager will familiarize itself with the requirements of the Illinois Local Records Act (50 ILCS 205/1 – 15) and with the Illinois Freedom of Information

Act (5 ILCS 14/1 – 11.5) and will follow a retention and disposal schedule for all records and files pertaining to the Property, under the direction of the Owner. Manager will immediately provide to Owner any Freedom of Information Act request received as to any information pertaining to the Property and will cooperate with Owner in responding thereto. Manager shall maintain files related to the Property in a good and orderly fashion at the Property or at Manager's Notice Address, such files being the sole property of Owner, including:

(a) Tenant files, including executed leases, correspondence, and current rent roll, correspondence and communications regarding service issues;

(b) Maintenance and repair files;

(c) Accounting books and records;

(d) Construction files, including site plans, as-built drawings, tenant space plans, construction specifications, and capital improvement schedules and information;

(e) Operation files including, HVAC maintenance schedules, and operation manuals;

(f) Service contracts, including contracts for cleaning, maintenance, landscaping, snow removal, trash removal, etc.;

(g) Permits and licenses; and

(h) Such other Property information as Owner requests from time to time.

6.8 Segregation of Accounts. In the event that at any time Manager manages more than one Property under this Agreement, Manager will segregate the income and expenses of each Property so that gross income from each Property will be applied only to the bills and charges from such Property.

ARTICLE 7. OWNER'S RIGHT TO AUDIT

7.1 Right to Audit. Owner will at all times and upon at least twenty-four hours prior notification, which notification may be verbal, have the right to conduct audits and examinations and to make copies of the books and records maintained for Owner by Manager, no matter where such books and records are located. Such right may be exercised through any agent or employee of Owner, or any certified public accountant designated by Owner. Owner will also have the right to perform any and all additional audit tests relating to Manager's activities either at the Property or at any office of the Manager. Should Owner discover either weaknesses in internal control or errors in record keeping, Manager will correct such discrepancies promptly upon Owner's request and will inform Owner, in writing, of the action taken to correct such audit discrepancies.

7.2 Audit Costs. Except as otherwise provided below, any and all audits conducted by Owner will be at Owner's expense. If any audit discloses an overcharge of any of Manager's

fees or expenses by 5% or more, then the expense of such audit shall be an expense of Manager, which Manager shall pay to Owner immediately upon demand by Owner. In addition, if any such audit discloses a deficiency in the amount of funds that should have been turned over by Manager to Owner, Manager shall immediately, upon demand by Owner, pay such deficiency to Owner, together with interest at the rate of 10% per annum.

ARTICLE 8. BANK ACCOUNTS

8.1 Operating Account. Manager will deposit all rents and other funds collected from the operation of the Property in an interest-bearing account or accounts established for such Property (collectively, the "Operating Account") in a bank approved by Owner. Such account(s) shall be in the name of Owner. Owner will be given written notice of the account number and location of the Operating Account. Manager will pay out of the Operating Account the operating expenses of the Property and any other payments relating to the Property required by the terms of this Agreement or described in the approved ABP. If more than one account is required to operate the Property, each account will have a distinct name. The Operating Account will not be commingled with other funds of Manager.

8.2 Security Deposit Account. If required by Owner or required by law, tenant security deposits will be deposited by Manager in a separate interest-bearing trust account established in the name of Owner and at a bank approved by Owner. Except to the extent prohibited by law, all interest earned on this account will be distributed to Owner on a monthly basis as specified by Section 4.5. Manager agrees to handle all tenant security deposits in accordance with all applicable laws and regulations and in compliance with the leases of the Property.

8.3 Change of Banks. Owner may direct Manager to change any depository bank or depository arrangement. Manager shall not change any depository bank or arrangement or other banking relationship or procedure without the prior written approval of Owner.

8.4 Access to Account. Through the use of signature cards, authorized representatives of Owner will be permitted access to any and all funds in the bank trust accounts described in Sections 6.1 and 6.2. Manager's authority to draw against such accounts may be terminated at any time by Owner without notice to Manager. No borrowing authority shall be permitted on any bank accounts established on behalf of Owner.

ARTICLE 9. OFFICE SPACE, PAYMENT OF EXPENSES AND APPROVAL OF PERSONNEL

9.1 Costs Eligible for Payment from Operating Account. Except as otherwise directed by Owner, Manager will pay the following Property expenses directly from the Operating Account, subject to the conditions contained in Article 2 and provided that such expenses are not the result of Manager's negligence, willful misconduct, or breach of this Agreement (in which case Manager shall pay such expenses, to the extent the same are a result of

Manager's negligence, willful misconduct, or breach) out of its own funds to the extent not covered by the proceeds of any insurance applicable thereto):

(a) Third-party debt service, real estate taxes, personal property taxes, betterment assessments and similar governmental charges properly due with respect to the Property;

(b) Cost to correct any violation of federal, state or municipal laws, ordinances, regulations or orders or the rules of the applicable Board of Fire Underwriters with respect to the leasing, use, repair or maintenance of the Property;

(c) Actual and reasonable costs of making all repairs, decorations and alterations and performing all maintenance and preventive maintenance;

(d) Cost of collection of delinquent rentals collected through a collection agency which has been approved by Owner;

(e) Reasonable legal fees of attorneys approved by Owner;

(f) Cost of capital expenditures, subject to the restrictions contained in Section 2.8;

(g) Consultant fees payable to third parties approved by Owner;

(h) Cost of service contracts within the parameters of the ABP or the Operating Budget or otherwise approved by Owner and cost of utilities;

(i) Cost of advertising approved by Owner;

(j) Cost of printed forms and supplies required for use at the Property;

(k) Cost of printed checks and other bank fees for each bank account required by Owner;

(l) Subject to the limitations of Section 7.2, cost of salary and wages, payroll taxes, insurance, workers' compensation and other benefits of Manager's employees identified on Exhibit B that relate to the period of such employees' employment in connection with the Property; and

(m) Any other expenses included in the approved ABP or otherwise approved in writing by Owner.

9.2 Non-Reimbursable Costs. The following expenses or costs incurred by or on behalf of Manager in connection with the management of the Property will be at the sole cost and expense of Manager and will not be reimbursed by Owner from the Operating Account or otherwise, and Manager will indemnify and hold harmless Owner from all liability for same:

(a) Cost of salary and wages, payroll taxes, insurance, workers' compensation and other benefits of Manager's offsite management, accounting and office personnel not reimbursable under Section 2.3;

(b) General accounting and reporting services which are considered to be within the reasonable scope of the Manager's responsibility to Owner;

(c) Cost of forms, papers, ledgers and other supplies and equipment of any kind used in Manager's office at any location other than the Property;

(d) Cost of electronic data processing equipment, or any pro rata charge therefor, whether or not located at the Property, or for data processing provided by computer service companies;

(e) Political or charitable contributions;

(f) Cost of advances made to employees and cost of travel by Manager's employees or agents to and from the Property;

(g) Costs attributable to losses arising from gross negligence, misconduct or fraud on the part of Manager, Manager's associates or Manager's employees, or arising from Manager's breach under this Agreement, including, without limitation, theft of assets by Manager's employees, contractors or other agents; penalties or loss of discount due to delay in payment of bills or invoices; overpayment or duplicate payment of invoices arising from either fraud or error; overpayment of labor costs arising from either fraud or error; a sum equal to the value of any form of payment from purveyors of goods or services to any of Manager's employees, contractors or agents arising from the purchase of goods or services relating to the Property; and unauthorized use of facilities by Manager's employees, contractors or agents;

(h) Cost of comprehensive crime insurance or fidelity bonds purchased by Manager;

(i) Training expenses;

(j) Employment and employment agency fees not related to on-site staffing;

(l) Advertising expenses of Manager;

(m) Dues of Manager or any of its employees in professional organizations or the cost of any of Manager's employees participating in industry conventions, meetings or other functions; and

(n) All other costs and expenses not described in Section 7.1.

ARTICLE 10. INSUFFICIENT FUNDING

10.1 Priorities. If at any time Owner fails to provide funding sufficient to pay the bills, charges and liabilities which may be incurred with respect to the Property, items will be paid out of the Operating Account in the following order of priority:

(a) First: utility bills, charges and liabilities which could become a lien against the Property (including third-party debt service, real estate taxes, personal property taxes, and betterment assessments); and

(b) Second: bills and charges, if any, incurred by Manager for Manager's services provided to Owner, the Management Fee, Construction Supervision Fee and other fees paid to Manager hereunder and other bills and charges of third parties, and any and all claims and demands of third parties and liabilities to third parties relating to the Property or the operation thereof payable pursuant to the terms of the Agreement from the Operating Account.

10.2 Statement of Unpaid Items. Each month, after Manager has paid, to the extent of available gross income, all bills and charges based upon the ordered priorities set forth in Section 8.1, Manager will submit to Owner an accounts payable listing that sets forth all remaining unpaid bills.

10.3 Inadequate Funds. In no event shall Manager have any obligation to advance any of its own funds in connection with the performance of its obligations hereunder unless expressly so provided herein.

ARTICLE 11. SALE OR FINANCING OF PROPERTY

11.1 Manager's Cooperation. If Owner executes a listing agreement or other brokerage agreement with a broker (other than Manager) or an agreement directly with a principal for the sale or financing of the Property, or any other agreement relating to the transfer of ownership of the Property, Manager will cooperate with such broker or principal to the end that the respective activities of Manager and such broker or principal will be carried on without friction and with minimal interference to tenants and occupants. In connection with any such sale, financing, or other transfer, Manager will use its commercially reasonable efforts to: (a) obtain tenant estoppels and such other certificates and other documents from tenants and service providers as Owner may reasonably request; (b) research and confirm the accuracy of any representations and warranties regarding the Property that are made by Owner; (c) execute such consents, assignments, manager estoppels, and other documents as Owner or Owner's lender may reasonably request; and (d) provide such other services as Owner may reasonably require. Manager will permit the broker to show the Property (and any principal to view same) during reasonable business hours. Manager shall cooperate with Owner and provide Owner with pertinent information possessed by Manager to assist Owner in such financing or sale effort.

11.2 No Sales/Brokerage Commissions. Manager hereby acknowledges and agrees that, unless it has been engaged by Owner pursuant to a separate written agreement signed by Owner, Manager has not been engaged hereunder to represent Owner in connection with any current or future leasing, sale, financing or other transfer of the Property and has no right to any fee, commission or other form of compensation from Owner or tenants in connection with any such leasing, sales, financings, or other transfers. Manager, however, as part of its services hereunder, agrees to cooperate with Owner in consummating such activities as set forth in Section 9.1.

ARTICLE 12. COOPERATION WITH CLAIMS

12.1 Cooperation. Should any claims, demands, suits or other legal proceedings be made or instituted by any person against or affecting Owner or the Property which arise out of any of the matters relating to this Agreement or otherwise, Manager shall notify Owner immediately upon becoming aware of same and Manager shall give Owner all pertinent information possessed by Manager and reasonable assistance in the defense or other disposition thereof.

ARTICLE 13. INTENTIONALLY OMITTED

ARTICLE 14. TERMINATION

14.1 Termination. The term of this Agreement will be for a period of three years, and the County, at its sole option, shall have two successive options to extend for one year. Notwithstanding the foregoing, and in addition to the provisions of Section 14.2, Owner may terminate this Agreement: (i) for cause, immediately upon notice at any time, or (ii) without cause, by giving Manager at least 30 days prior written notice, or (iii) without cause, immediately upon payment by Owner to Manager of a termination fee equal to one month's Management Fee. Manager may terminate this Agreement at any time with or without cause by giving Owner at least 180 days' prior written notice.

14.2 Termination Without Notice. Without limitation of Owner's rights under Section 14.1, upon the occurrence of any one or more of the following events, at the sole election of Owner and without further notice to Manager, this Agreement will be deemed terminated: dissolution or termination of the corporate or partnership existence of Manager, whether by merger, consolidation or otherwise; or termination or suspension of Manager's real estate brokerage license, if such license is required as a condition to managing the Property; or death of Manager, if an individual, or death of a general partner of Manager, if a partnership; or cessation on Manager's part to do business; or failure of Manager to deal properly with and account for trust funds; or the filing of proceedings by or against Manager or any general partner or parent corporation of Manager for bankruptcy, insolvency, reorganization or other relief of debtors; or any assignment for the benefit of the creditors of Manager. In addition, at Owner's sole election and without further notice to Manager, this Agreement shall terminate upon the occurrence of any of the following events with respect to the Property: (i) the sale or conveyance of the Property, whether by foreclosure, sale by deed-in-lieu of foreclosure, the assignment of Owner's

ownership interest in the Property to any purchaser, lender or its designee, or otherwise; or (ii) the destruction of all of the improvements located on the Property or such a substantial portion thereof that Owner determines that the remainder thereof cannot continue to be operated for Owner's purposes, and Owner determines in its sole discretion not to rebuild such improvements.

14.3 Final Accounting. Upon the expiration or termination of this Agreement, Manager will deliver to Owner the following with respect to the Property:

(a) A final accounting, in accordance with GAAP, reflecting the balance of income and expenses of the Property, to be delivered within 30 days after such expiration or termination;

(b) Any balance of monies of Owner or tenant security deposits, or both, held by Manager with respect to the Property, to be delivered immediately upon such expiration or termination; and

(c) All records, contracts, leases, tenant correspondence, files, receipts for deposits, unpaid bills and other papers, documents or computer disks or information which pertain in any way to the Property, to be delivered promptly upon such expiration or termination. All such records must be properly filed and identified in accordance with a records retention schedule developed by Manager in cooperation with the County and approved by the Local Records Commission.

14.4 Obligation to Vacate; Orderly Transition. Upon the expiration or termination of this Agreement, Manager promptly will vacate any office space provided by Owner, if any, for the location of Manager's personnel, and will restore any such office space to the same condition that it was in at the time such space was first provided to Manager by Owner or to such better condition as may have existed at any time during the term of this Agreement. Upon the expiration or termination of this Agreement, Manager will reasonably cooperate in all respects in order to effect an orderly transition of the management functions to a new manager. Manager's obligations under Section 14.3 and this Section 14.4 will survive the expiration or termination of this Agreement.

ARTICLE 15. SUBSIDIARIES AND AFFILIATES

15.1 Subsidiaries and Affiliates. Manager has set forth on Exhibit F attached hereto all of its subsidiary corporations, if any, and all persons, corporations or other entities, if any, controlling, controlled by or under common control with Manager (collectively, "Affiliates") as of the date of this Agreement. Manager will promptly notify Owner of any changes or additions to the information set forth on Exhibit F. Any contract or lease of any kind whatsoever between Manager and any Affiliate with respect to the Property will be subject to the prior written approval of Owner, which approval may be withheld at Owner's sole discretion.

ARTICLE 16. NOTICES

16.1 Notices. All notices, demands, consents and reports provided for in this Agreement will be in writing and will be given to Owner or Manager at Owner's Notice Address or Manager's Notice Address, respectively, or at such other address as the party to receive such notice may hereafter specify by written notice given in accordance with this Section.

All notices or other communications under this Agreement will be mailed by United States registered or certified mail, return receipt requested, postage prepaid and deposited in a United States Post Office or a depository for the receipt of mail regularly maintained by the post office; or delivered by hand, by telecopy (with concurrent delivery by United States mail) or by any commercial overnight delivery service. For purposes of this Agreement notices will be deemed to have been given upon personal delivery thereof or receipt of a telecopy thereof (provided proof of successful transmission is retained by sender) or 48 hours after having been deposited in the United States mail as provided above.

ARTICLE 17 OTHER COUNTY ORDINANCES AND CERTIFICATIONS; TAX EXEMPTIONS

17.1 Tax and Fee Delinquency. Cook County Code of Ordinances Chapter 34, Section 34-176. The Owner is entitled to set off a portion of a contract price equal to the amount of the fines and penalties for each tax or fee delinquency and any debt owed by a contracting party to the Owner.

17.2 Certifications and Execution Forms. Execution of this Agreement shall be effected by completion and execution of the Economic Disclosure Statement and Execution Forms attached hereto and made a part hereof. County ordinances require the Manager to make the certifications included in the Economic Disclosure Statement and Execution Forms.

17.3 Tax Exemptions. Federal Excise Tax does not apply to materials purchased by the County by virtue of Exemption Certificate No. 36-75-0038K. Retailers' Occupation Tax, Use Tax and Municipal Retailers' Occupation Tax do not apply to materials or services purchased by the County by virtue of statute. The price or prices quoted herein shall include any and all other Federal and/or State, direct and/or indirect taxes which apply to this transaction. Cook County's State of Illinois Sales Tax Exemption Identification is E-9998-2013-01.

17.4 Cooperation with Inspector General. Contractors, subcontractors, licensees, grantees or persons or businesses who have a County contract, grant, license, or certification of eligibility for County contracts shall abide by all of the applicable provisions of the Office of the Independent Inspector General Ordinance (Section 2-281, et. Seq., of the Cook County Code of Ordinances). Failure to cooperate as required may result in monetary and/or other penalties.

17.5 Compliance with Ordinances. Manager acknowledges that Manager's obligations under this Agreement may be subject to certain ordinances, acts, statutes, regulations

and policies including, without limitation, those ordinances, acts, statutes, regulations and policies set forth in this Agreement including the Economic Disclosure Statement and Execution Forms.

ARTICLE 18. MISCELLANEOUS

18.1 No Assignment. This Agreement and all rights hereunder are not assignable by Manager, but may be assigned by Owner (directly or indirectly, whether by direct transfer, or otherwise).

18.2 Consent and Approvals. Owner's consents or approvals may be given only in writing and only by representatives of Owner from time to time designated in writing by Owner. The Owner hereby designates the Cook County Director of Real Estate Management to give all approvals, consents and notices under this Agreement, unless otherwise specifically provided in writing in this Agreement, or by written notice from the President of the Cook County Board of Commissioners. The Director of Real Estate Management will notify the Manager of those instances in which approvals must be obtained from the Board; for example, at the time of this Agreement, all leases must be approved by the Board. The Manager will schedule its work in order to meet deadlines for Board approvals when required by the Director.

18.3 Pronouns. The pronouns used in this Agreement referring to Manager will be understood and construed to apply whether Manager is an individual, partnership, corporation or any other entity or individual or individuals doing business under a firm or trade name.

18.4 Amendments. This Agreement cannot be amended or modified except by written instrument signed by both Owner and Manager.

18.5 Headings. All headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement.

18.6 Representations. Manager represents and warrants that it is fully qualified and licensed, to the extent required by law, to manage real estate and perform all of the obligations to be performed by Manager hereunder. Manager agrees to use commercially reasonable efforts to comply with all such laws now or hereafter in effect. Manager further represents and warrants that neither it nor (to the best of Manager's knowledge) any of its employees (or its Affiliates' employees) who are performing duties under this Agreement or otherwise working with respect to the Property, have ever been convicted of robbery, extortion, embezzlement, fraud, grand larceny, burglary, arson, a felony drug offense, murder, rape, kidnapping, perjury, assault with intent to kill, a violation of the Employment Retirement Security Act of 1974 ("ERISA") or any other crimes. Also, Manager represents that it does not have an ownership interest in (i.e., it is not a subsidiary or full or partial owner of) any of the entities listed on Exhibit F. These representations and warranties shall be a continuing representation during the term of this Agreement, and Manager shall promptly notify Owner in writing of any change as to the truth, completeness or accuracy thereof.

18.7 Use of Owner's Name Prohibited. Manager will not, without the express written consent of Owner, use in any advertising or promotional material for the Property or for Manager or make any use in any other way of the name of Owner.

18.8 Complete Agreement. This Agreement is the entire agreement between the parties with respect to the subject matter hereof, and no alteration, modification or interpretation hereof shall be binding unless in writing and signed by both parties.

18.9 Governing Law. This Agreement will be governed by and construed and enforced in accordance with the laws of the state in which the Property is located.

18.10 Exculpation. Manager agrees to look solely to Owner's interest in the Property for the satisfaction of any claim now existing or hereafter arising or accruing against Owner, its officers, directors, shareholders, partners, trustees, beneficiaries, agents or employees, and in no event shall Owner, its officers, directors, shareholders, partners, trustees, beneficiaries, agents or employees have any personal liability hereunder. If Owner is a trust, Manager agrees that no trustee shall have any personal or corporate liability hereunder, and that no beneficiary shall have any personal or corporate liability hereunder beyond its estate and interest, if any, in the Property.

18.11 Other Information. Promptly upon request, Manager will furnish to Owner such information in addition to that required to be delivered by it under this Agreement on the financial condition and operations of the Property as Owner may from time to time reasonably request.

18.12 Further Assurances. Promptly upon request, Manager will execute and deliver to Owner one or more documents requested by Owner or Owner's lender to subordinate all or any portion of this Agreement to a lien by Owner's lender. In addition, at the request of Owner or Owner's lender, Manager will execute and deliver one or more management agreements, in the same form as and with the same terms and provisions as this Agreement, with respect to a single Property or a subset of the Property (and any such single Property or subset of the Property will no longer be subject to this Agreement).

18.13 Intentionally Omitted.

18.14 Confidentiality. Except as otherwise required by law or court order, or as authorized or permitted by Owner, Manager will not disclose any confidential information acquired by Manager in carrying out its duties under this Agreement to anyone other than Owner, Owner's counsel, or persons designated by Owner, except as reasonably required to carry out Manager's duties under this Agreement. Manager will take reasonable measures to avoid any unintentional or inadvertent disclosure of any confidential information to any unauthorized person by its employees, agents, or attorneys. Manager will not use any confidential information for Manager's own gain, except as specifically permitted by this Agreement. The provisions of this Section 18.14 shall survive the expiration or termination of this Agreement. The confidentiality obligations under this section do not apply to the extent that such information is or becomes generally available to the public other than as a result of disclosure by Manager in

breach of this Agreement or to the extent that such information was received by Manager from a third-party who Manager reasonably believed was lawfully entitled to disclose such information.

18.15 Attorneys' Fees. If either party defaults in the performance of any terms, covenants or conditions in this Agreement and the non-defaulting party places the enforcement of this Agreement or the collection of any funds due or to become due hereunder in the hands of an attorney, or either party files suit upon the same, the non-prevailing party will pay the prevailing party's reasonable attorneys' and paraprofessionals' fees and expenses and court costs.

Exhibit A

SCOPE OF WORK

Scope of Work

The scope of work includes professional property management services for the Property, in accordance with professional property management standards. The Manager will manage, maintain and operate the Property in accordance with the Management Agreement, and in accordance with the Implementation Plan attached as Exhibit A-1, and will provide, at a minimum, the following management services:

- Staff, supervise and oversee all administration and operation of the Property, in accordance with appropriate County policies and a management plan approved by the Director.

- Provide full financial accountability and reporting of income from and expenses of the Property, including capital expenditures, in accordance with County reporting requirements and subject to review at any time by the County Auditor and any other auditors designated by the County. Manager shall be responsible for operating the Property within the approved budget.

- Prepare annual operating and capital expenditure budgets relating to the Property, in accordance with requirements of the County Budget and Management Services Department.

- Manage and coordinate relations with Property occupants, including administration of leases and occupancy agreements, communication with occupants, collections, and provision of responsive occupant services.

- Develop and implement life safety and evacuation plans.

- Procure and administer contracts for goods and services required in the operation and maintenance of the Property, including but not limited to cleaning, security, scavenger, recycling, supplies and other services.

- Procure, administer and coordinate contracts for repairs and capital improvements.

- Maintain all physical areas within the Property to assure that high levels of cleanliness, state of repair and aesthetic appeal are sustained in compliance with specifications.

- Inventory and control all Property equipment and supply items.

- Operate and maintain all Property heating, ventilating and air conditioning systems (HVAC) and all other mechanical, electrical and plumbing systems and develop and follow a preventative maintenance program, with the approval of the County.

- Develop, contract for and implement a recycling program for occupants of the Property.

- Advise the County on an ongoing basis as to building code compliance, liability, life safety, environmental contamination and ADA compliance.

- Market and negotiate leases or other occupancy agreements for areas of the Property determined by the Director to be excess.

- If the County determines to dispose of the Property or retain an independent leasing agent, Manager will cooperate with such agent and direct inquiries as appropriate.

- Assist consultants and contractors retained by the County in coordinating work to be performed in the Property. Provide evaluation of impacts on existing tenants and suggestions for minimizing interference.

Other Property

The County may request a proposal or task order for management of other property from time to time. Proposer may, but is not required, to propose management of such other property under the terms and conditions of the Management Agreement, subject to amendment as necessary to incorporate specific terms agreed for such additional property.

Exhibit B

STAFFING PLAN/KEY PERSONNEL

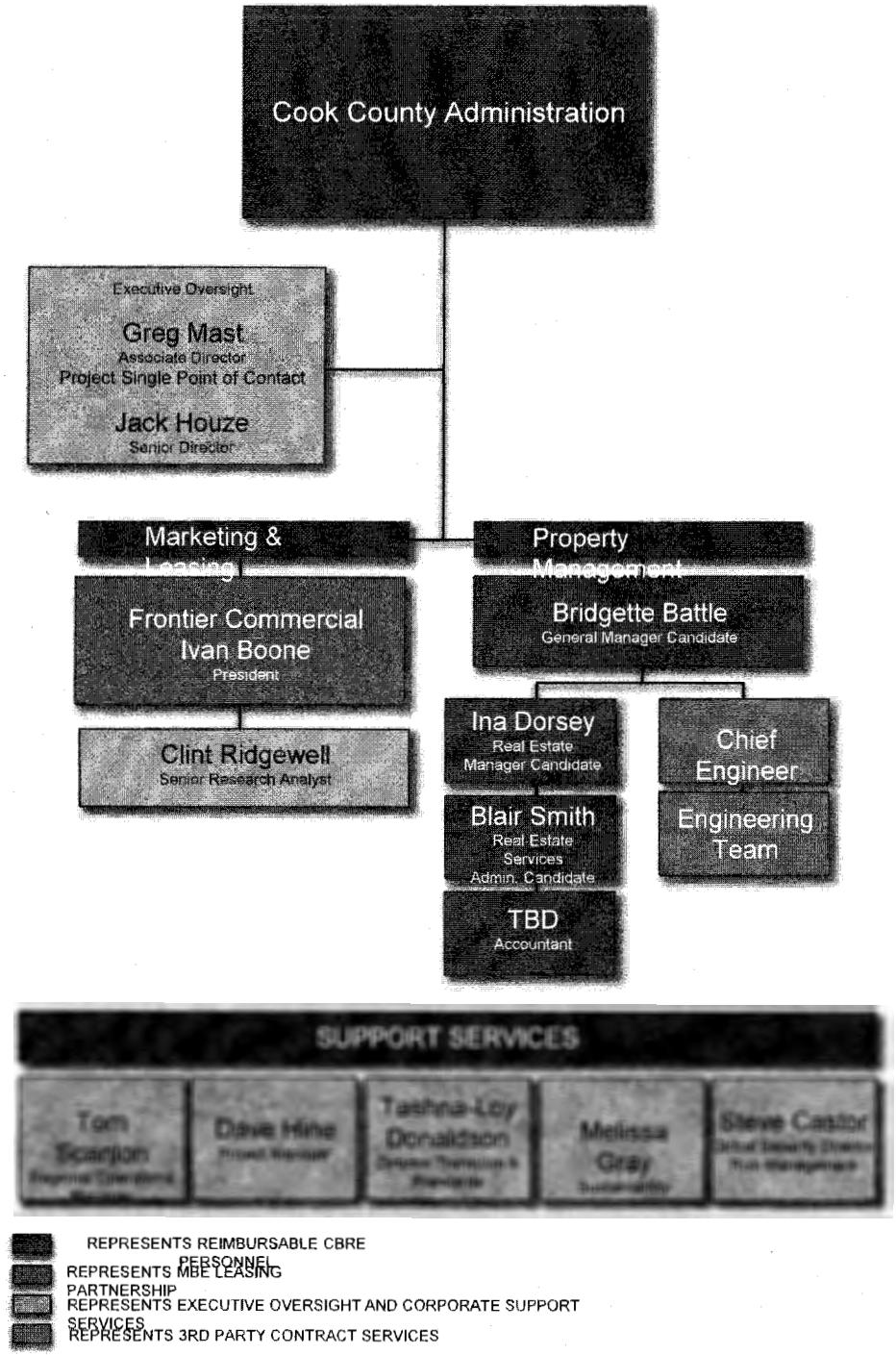

Cook County Administration
Executive Oversight
Greg Mast
Associate Director
Project Single Point of Contact
Jack Houze
Senior Director
Marketing & Leasing
Frontier Commercial
Ivan Boone
President
Clint Ridgewell
Senior Research Analyst
Property Management
Bridgette Battle
General Manager Candidate
Ina Dorsey
Real Estate Manager Candidate
Blair Smith
Real Estate Services Admin. Candidate
TBD
Accountant
Chief Engineer
Engineering Team
SUPPORT SERVICES
Tom Scanlon
Dave Hine
Tashna-Loy Donaldson
Melissa Gray
Steve Castor
REPRESENTS REIMBURSABLE CBRE PERSONNEL
REPRESENTS MBE LEASING PARTNERSHIP
REPRESENTS EXECUTIVE OVERSIGHT AND CORPORATE SUPPORT SERVICES
REPRESENTS 3RD PARTY CONTRACT SERVICES

Exhibit C

LIST OF EXISTING SERVICE CONTRACTS

Third Party Contracts **May 2014**

Status: The Third Party Contracts for the building are as follows:

Services	Contractor
Building Automation System	ITG
Chemical Water Treatment	Global Water Treatment
Chiller Maintenance	Anchor Mechanical
Elevator Maintenance	Kone, Inc.
Fire Life Safety System	Convergint
Janitorial Services	ABM Janitorial and Triad
Metal Maintenance	Ace Metal Refinishers, Inc.
Pest Control	Presto - X
Recycling	Allied Waste / Republic Services
Security	Premier Security and Star Detective & Security Agency
Security System	Phoenix Systems and Service
Smoke Dampers	Advance Fire Safety
UPS Preventative Maintenance	Lion Heart Engineering
Vending Machines	Ace Coffee Bar
Waste Removal	Allied Waste / Republic Services
Window Washing	ABM Window Division

Exhibit D

MANAGER'S COMPENSATION

I. PROPERTY MANAGEMENT FEE

CBRE will charge a fixed property management fee of fourteen thousand five hundred dollars ($14,500) per month for the initial term of the three year agreement.

Property	Annual Fee Year 1	Annual Fee Year 2	Annual Fee Year 3	1st Option Period	2nd Option Period
George W. Dunne Cook County Office Building	$174,000	$174,000	$174,000	$178,800	$178,800

EXPENSE CLARIFICATIONS

Contract Staff Compensation

Wages for all 3rd party contract staff used at the Cook County Building such as security officers and janitorial crew will be a direct property expense.

Accounting/Software Fees

Fees for accounting services that are currently being provided to 69 W. Washington are included in our fee. For additional support, if needed, the cost shall be mutually agreed upon in writing prior to the delivery of these additional services.

Banking Fees

Outside banking costs such as lock box fees and other bank-generated charges will be billed back to ownership based on actual cost, and no administration fee will be charged by CBRE.

Office Expenditure Reimbursements

Office expenses, directly related to the Cook County Building, (stationery, mobile devices, postage, telecom, IT connectivity, fax, etc.) shall be paid by the property.

Management Staff

Compensation for the on-site management team will be reimbursable to CBRE. The following outlines the anticipated compensation, including cost of employment, for these professionals.

POSITION	ANNUAL BASE SALARY (HOURLY RATE)	BONUS POTENTIAL	COST OF EMPLOYMENT	BILLABLE RATE /	TOTAL CHARGE TO PROPERTY
General Manager (2,080 hours per year)	$120,000 ($57.69 per hour)	$24,000 ($11.54 per hour)	31%		$188,640 ($90.69 per hour)
Real Estate Manager (2,080 hours per year)	$68,000 ($32.69 per hour)	$6,800 ($3.27 per hour)	31%		$97,988 ($47.11 per hour)
Senior Accounting Associate (2,080 hours per year)	$80,000 ($28.46 per hour)	$4,000 ($3.85 per hour)	31%		$110,0400 ($52.90 per hour)
Real Estate Tenant Coordinator (2,080 hours per year)	$45,000 ($21.63 per hour)	N/A	31%		$58,950 ($28.34 per hour)

II. PROJECT MANAGEMENT FEE SCHEDULE

**Any project where the total cost of the project is $25,000 or less will not incur any project

management fees, which applies to and includes Construction Administration Fees, Landlord Oversight-Tenant Allowance Fees, and Construction Supervision Fees.

Scenario 1 - Construction Administration Fee: (Sliding Scale based upon the Costs of Construction over $25,000)

Construction Administration includes the full scope of those project management services described below:

Managed Project Cost	Fee - % of Managed Project Cost
First $0 – $500,000	5%
Next $500,001 - $750,000	4%
Next $750,001 - $1,000,000	3%
Thereafter Greater than $1,000,000	2%

Example Fee Calculation for a tenant improvement with a managed project cost of $600,000.

	Managed Project Cost	x	% Fee		PJM Fee
	$500,000	x	5%	=	$25,000
	$100,000	x	4%	=	$ 4,000
Total Cost	$600,000		Total PJM Fee		$29,000

A. Project Team Composition, Pre-Design and Design Activities

1.1.1. Discuss strategy with Owner and leasing team, as required.
1.1.2. Assist in development of conceptual budgets and project schedules.
1.1.3. Perform pre-qualifications of vendors for recommendation(s) to Owner.
1.1.4. Review architectural plans and lease documents to confirm project requirements have been incorporated.
1.1.5. Issue requests for proposals ("RFP's") to contractors, and other specialty vendors.
1.1.6. Receive and analyze RFP responses and submit recommendation(s) for Owner review and approval.
1.1.7. Prepare contractual forms of agreement for Owner review and execution.
1.1.8. Review and update budget and schedule with input from contractor documentation.

B. Construction Oversight

i) Develop landlord/building management coordination plan for project requirements.
ii) Prior to the start of construction, obtain Owner approvals, permits from Authorities having Jurisdiction, certificates of insurance, and signed copies of the building rules and regulations.
iii) Lead periodic site meetings with project team to review Project status, schedule, and

budget, distribute meeting minutes.

iv) Oversee request for information and submittal review process to monitor timely turn- around of same.
v) Review monthly payment applications and associated lien releases from project vendors for accuracy and submit to Owner for payment, however it is not the intention for CBRE to act as a title company. In the event the Owner uses a title company, CBRE will coordinate with the vendors and title company.
vi) Review proposed change requests for merit and cost and recommend Owner approval/rejection.
vii) Upon Owner approval, issue formal change orders subsequent to negotiation with the appropriate party.
viii) Coordinate utility tie-ins and outages with building engineers and real estate managers.
ix) Track and report project budget and schedule to Owner as the project progresses.
x) Conduct punch list inspection & monitor final sign-off of work with municipal building inspectors.
xi) Manage close-out of project vendor contracts/payments ensuring receipt of final lien releases.

Scenario 2 - Landlord Oversight – Tenant Allowance Fee: (2% of the Costs of Construction over $25,000)

Construction Supervision includes a more limited scope of services for those tenant improvement projects that only require project oversight on behalf of the Building Owner, as more fully described below:

If the project is executed by a tenant utilizing their own designer and their own contractor, Owner may elect to engage Project Manager for the purpose of project oversight. Under these circumstances, the responsibilities will be limited to the following scope during construction.

i) Review lease specifications for tenant improvements and monitor building standards have been incorporated.
ii) Qualify/approve tenant requested contractors and vendors.
iii) Attend progress meetings & act as liaison between tenant contractor and Owner.
iv) Track project costs against tenant improvement allowance.
v) Review and approve monthly pay applications and lien releases from contractors for accuracy; however it is not the intention for CBRE to act as a title company. In the event the Owner uses a title company, CBRE will coordinate with the vendors and title company. .
vi) Review requests for change orders thought to be the responsibility of Owner and determine the responsible party based on review of the lease.
vii) Coordinate tenant improvements that affect the base building.
viii) Attend punch list inspection and provide comments as appropriate.

ix) Collect Owner required project close-out documentation.

Reimbursable expenses to include mileage, tolls and parking will be billed at actual cost and submitted as part of the monthly invoice.

Scenario 3 - Cook County Employee Construction Supervision Fee: **(Sliding Scale based upon the Costs of Construction over $25,000)**

Cook County Employee Construction Supervision fee includes the full scope of those project management services described below:

Managed Project Cost	Fee - % of Managed Project Cost
First $0 – $100,000	5%
Next $100,001 - $250,000	4%
Next $250,001 - $500,000	3%
Thereafter Greater than $500,000	2%

Example Fee Calculation for a tenant improvement with a managed project cost of $600,000.

	Managed Project Cost	x	% Fee		PJM Fee
	$100,000	x	5%	=	$ 5,000
	$150,000	x	4%	=	$ 6,000
	$250,000	x	3%	=	$7,500
	$100,000	x	2%	=	$2,000
Total Cost	$600,000		Total PJM Fee		$ 20,500

A. Project Team Composition, Pre-Design and Design Activities

1.1.9. Discuss strategy with Owner and leasing team, as required.
1.1.10. Assist in development of conceptual budgets and project schedules.
1.1.11. Review architectural plans documents to confirm project requirements have been incorporated.
1.1.12. Review and update budget and schedule with input from county documentation.

B. Construction Oversight

xii) Develop landlord/building management coordination plan for project requirements.
xiii) Prior to the start of construction, obtain Owner approvals, permits from Authorities having Jurisdiction, certificates of insurance, and signed copies of the building rules and regulations.
xiv) Lead periodic site meetings with project team to review Project status, schedule, and budget, distribute meeting minutes.
xv) Oversee request for information and submittal review process to monitor timely turn- around of same.
xvi) Review monthly payment applications and associated lien releases from project vendors for accuracy and submit to Owner for payment, however it is not the intention for CBRE to act as a title company. In the event the Owner uses a title company, CBRE will coordinate with the vendors and title company.
xvii) Review proposed change requests for merit and cost and recommend Owner approval/rejection.
xviii) Upon Owner approval, issue formal change orders subsequent to negotiation with the appropriate party.
xix) Coordinate utility tie-ins and outages with building engineers and real estate managers.
xx) Track and report project budget and schedule to Owner as the project progresses.
xxi) Conduct punch list inspection & monitor final sign-off of work with municipal building inspectors.
xxii) Manage close-out of project vendor contracts/payments ensuring receipt of final lien releases.

III. LEASING FEES

Leasing fees are market-driven. In an effort to be sensitive to the market, our commission policies for new leases are market-based.

	Direct Landlord Agent	Co-operating Agent	Total
New Deals	$1.00	N/A	$1.00
Renewals	$1.00	N/A	$1.00
Expansion	$1.00	N/A	$1.00

	Landlord Agent	Co-operating Agent	Total
New Deals	$.62	$1.25	$1.87
Renewals	$.62	$1.25	$1.87
Expansion	$.50	$1.25	$1.50

Discounted Commission Structure For Lease Transactions With Local Government Bodies And No Co-operating Agent			
	Direct Landlord Agent	Co-operating Agent	Total
New Deals	$.75	N/A	$.75
Renewals	$.62	N/A	$.62
Expansion	$.50	N/A	$.50

Government Tenants – defined as the City of Chicago, State of Illinois or other local governmental bodies.

Renewal fees with Government Tenant on existing space – No leasing commission shall be due to CBRE for a lease renewal with a Government Tenant on space occupied prior to the Property Management Agreement ("PMA"). CBRE shall be due a commission for any new space taken for expansions as part of any renewal with a Governmental Tenant in accordance with the commission schedule and terms applicable to Government Tenant lease expansion.

Renewal fees with Government Tenant on new space – CBRE shall be due a commission for the initial lease term for all new Government Tenant lease agreements entered into during the term of the PMA. Should the initial term be less than 5 years, than CBRE shall be due a renewal commission up to a maximum term of 5 years if the lease is further renewed. Should the initial lease term be more than 5 years, than CBRE shall not be due further leasing commissions on the initial space.

Protected Lease Transactions – CBRE may not be due a commission for any lease agreements that were initiated before the PMA and entered into by Cook County within 3 months from the commencement date of the PMA. Furthermore, CBRE shall be due a commission for any lease transactions initiated during the term of the PMA and entered into by Cook County within 3 months from the expiration of the PMA.

Payment of Leasing Fees – For all fees earned by CBRE, Cook County shall issue payment not later than (1) 50% within 60 days from when Cook County enters into an agreement (2) 50% within 60 days following when the tenant accepts possession of the premises.

Exhibit E

OPERATING BUDGET

APPENDIX III
BUDGET TEMPLATE

RFP No. _____

FACILITY NAME Cook County Building
SQUARE FOOTAGE 690,341

RFP #1323-13201

	Preliminary 2014 Budget	Preliminary 2014 Budget Per Square Foot	Comment Section
ADMINISTRATIVE			
ADMINISTRATIVE WAGES	$347,800	$0.50	Based on CBRE Proposed Staffing
EMPLOYEE PENSION	$0	$0.00	
EMPLOYEE HEALTH	$0	$0.00	
EMPLOYEE OTHER BENEFITS	$107,818	$0.16	Represents total burden at 31% of Base Wage
PROFESSIONAL FEES	$2,500	$0.00	
GENERAL OFFICE	$70,000	$0.10	Budget assumes no expense for telephone as its anticipated that the phone system is incorporated with the County's system
EMPLOYEE EXPENSES	$0	$0.00	
MISCELLANEOUS	$0	$0.00	
ADMINISTRATIVE TOTAL	$ 528,118	$0.77	
MANAGEMENT FEES	$ 174,000	$0.25	Based on a fixed fee of $14,500 per month
CLEANING			
CLEANING PAYROLL - CUSTODIAN	$1,071,228	$1.55	Based on current operating budget for Janitorial Contract less 10% for direct contract with Janitorial Firm and operating efficiencies. Current cost is above market average.
EMPLOYEE PENSION	$0	$0.00	
EMPLOYEE HEALTH	$0	$0.00	
EMPLOYEE OTHER BENEFITS	$0	$0.00	
ROUTINE CONTRACTS	$0	$0.00	
WINDOW WASHING	$31,350	$0.05	Based on current operating budget
OTHER SPECIALIZED CONTRACTS	$0	$0.00	
SUPPLIES AND MATERIALS	$85,050	$0.12	Based on current budget less 25%. CBRE has National Procument discounts. Also, the current spend is high relative to similar buidings
TRASH REMOVAL	$13,182	$0.02	Based on the 2014 budget
MISCELLANEOUS	$107,985	$0.16	Daycare cleaning
CLEANING TOTAL	$1,308,795	$1.90	
REPAIRS AND MAINTENANCE			
MAINTENANCE PAYROLL	$551,400	$0.80	Contract Trade cost for a full time Carpenter ($95 per hr), Painter ($90 per hr) and Laborer ($80per hr) as currently staffed
ELEVATOR	$115,623	$0.17	Based on current pricing and discounted by 7% for netional relationship with the current provider
HVAC	$133,180	$0.19	Includes HVAC contract maintenance and supplies
ENGINEERING PAYROLL	$901,305	$1.31	Payroll and related cost based on current staffing for engineers and current wage rates under the Local 399 CBA
EMPLOYEE PENSION	$75,816	$0.11	
EMPLOYEE HEALTH	$92,664	$0.13	
EMPLOYEE OTHER BENEFITS	$4,500	$0.01	
ELECTRICAL	$86,800	$0.13	Includes electrical maint and supplies.
STRUCTURAL AND ROOFING	$5,000	$0.01	Estimate for ongoing preventive maintenance
PLUMBING	$42,980	$0.06	Includes plumbing maint and supplies.
COUNTY ALLOCATED TRADE LABOR PAYROLL	$0	$0.00	
EMPLOYEE PENSION	$0	$0.00	
EMPLOYEE HEALTH	$0	$0.00	
EMPLOYEE OTHER BENEFITS	$0	$0.00	
FIRE AND LIFE SAFETY	$43,730	$0.06	
GENERAL BUILDING INTERIOR	$126,000	$0.18	
GENERAL BUILDING EXTERIOR	$64,595	$0.09	
PARKING LOT	$0	$0.00	
R&M MISCELLANEOUS	$0	$0.00	
REPAIRS AND MAINTENANCE TOTAL	$2,243,593	$3.25	
UTILITIES			
ELECTRICITY	$811,521	$1.18	**Includes common area and County Department electricity.** This is the current budgeted spend, however we believe that a retro-commission would result in further operating efficiency and budget savings after the first year.
GAS	$180,303	$0.26	
WATER/SEWER	$78,850	$0.11	
OTHER	$6,300	$0.01	2014 budgeted Daycare Utilities
UTILITIES TOTAL	$1,076,974	$1.56	
ROADS AND GROUNDS			
LANDSCAPING	$25,000	$0.04	Includes budget estimate for landscape and snow removal
SNOW REMOVAL	$0	$0.00	Included in Landscape above
MISCELLANEOUS/OTHER	$0	$0.00	
ROADS AND GROUNDS TOTAL	$25,000	$0.04	
SECURITY			
SECURITY PAYROLL	$0	$0.00	Security service is all 3rd Party contract
EMPLOYEE PENSION	$0	$0.00	
EMPLOYEE HEALTH	$0	$0.00	
EMPLOYEE OTHER BENEFITS	$0	$0.00	
CONTRACTS	$1,333,856	$1.93	
EQUIPMENT	$16,800	$0.02	
MISCELLANEOUS / OTHER	$0	$0.00	
SECURITY TOTAL	$1,350,656	$1.96	
MISCELLANEOUS			
Additional expenses not provided above (itemized)	$0	$0.00	
Insurance Coverage	$186,350.00	$0.27	We believe that Cook County is self insured and therefor did not include a Premium Fee
		$0.00	
	$186,350	$0.27	
TOTAL OPERATING COSTS	$6,899,486	$9.99	

Note 1: The Electricity line item includes County Department Electrical that represents $.41 cents per square foot.
Note 2: The "Total Operating Costs" do not take into consideration the credit provided by the City of Chicago for Daycare expenses

Exhibit F

MANAGER'S AFFILIATES

CBRE Technical Services, Inc.

Exhibit G

Contractor and Subcontractor Insurance Limit Requirements

Division	Trade Description	Trade Number for Limits Required (See Attached)
1. Sitework	Earthwork	3
	Excavation	5
	Grading	2
	Paving	2
	Piling/Caisson	3
	Retention	4
2. Concrete	Formwork	5
	Precasts	5
	Structural	5
3. Masonry	Masonry	5
4. Metal And Structural	Metal Deck	4
	Misc. Metals	2
	Structural Steel	5
5. Carpentry	Millwork	2
	Rough Carpentry	2
	Wood Doors	2
6. Moisture Protection	Caulking	3
	Dampproofing	3
	Roofing/Sheet Metal	5
	Waterproofing	3
7. Doors, Windows And Glass	Curtainwall	5
	Glass, Glazing & Aluminum	3
	Hardware	1
	Hollow Metal Work	1
8. Finishes	Acoustic	2
	Ceramic & Quarry	2
	Covering	2
	Lathe, Plaster & Drywall	2
	Resilient Floor	2
	Paint & Vinyl Wall	2

Division	Trade Description	Trade Number for Limits Required (See Attached)
9. Specialties	Access Flooring	1
	Partitions	1
	Toilet Accessories	1
10. Equipment	Crane Operations	4
11. Furnishings	Suppliers	1
12. Special Construction	Asbestos Abatement	5
	Blasting	5
13. Conveying Systems	Elevators	5
	Escalators	5
	Conveyers	3
	Dumbwaiters	3
14. Mechanical	Fire Protection System	4
	Plumbing	4
15. HVAC		5
16. Electrical	Electrical	5
17. Demolition	More Than 3 Stories	10
	3 Stories or Less	5
General Contractor	Major Project	50
General Contractor	Performing Following Work:	10

New construction Under 4 Stories and Less Than 150,000 Sq. Ft.
Construction Contract Up to $15,000,000
Renovation Less Than 15% of Existing Structure

Any unusual or specialized renovation or repair work undertaken by the General Contractor under this contract may require other limits of liability than those listed above. Owner will make any determination of revised liability limits in consultation with its risk management staff.

Contractor and Subcontractor Insurance Limit Requirements

The following are Limits of Liability required depending on the trade number of the Contractor:

1. $1,000,000 Each Occurrence
   $1,000,000 General Aggregate
   $1,000,000 Products & Completed Operations Aggregate

2. $1,000,000 Each Occurrence
   $2,000,000 General Aggregate
   $2,000,000 Products & Completed Operations Aggregate

3. $2,000,000 Each Occurrence
   $2,000,000 General Aggregate
   $2,000,000 Products & Completed Operations Aggregate
   $1,000,000 Umbrella Each Occurrence/Aggregate

   OR

   $1,000,000 Each Occurrence
   $2,000,000 General Aggregate
   $2,000,000 Products & Completed Operations Aggregate
   $2,000,000 Umbrella Each Occurrence/Aggregate

4. $2,000,000 Each Occurrence
   $2,000,000 General Aggregate
   $2,000,000 Products & Completed Operations Aggregate
   $2,000,000 Umbrella Each Occurrence/Aggregate

   OR

   $1,000,000 Each Occurrence
   $2,000,000 General Aggregate
   $2,000,000 Products & Completed Operations Aggregate
   $3,000,000 Umbrella Each Occurrence/Aggregate

5. $2,000,000 Each Occurrence
   $2,000,000 General Aggregate
   $2,000,000 Products & Completed Operations Aggregate
   $3,000,000 Umbrella Each Occurrence/Aggregate

   OR

   $1,000,000 Each Occurrence
   $2,000,000 General Aggregate
   $2,000,000 Products & Completed Operations Aggregate
   $4,000,000 Umbrella Each Occurrence/Aggregate

10. $2,000,000 Each Occurrence
$2,000,000 General Aggregate
$2,000,000 Products & Completed Operations Aggregate
$8,000,000 Umbrella Each Occurrence/Aggregate

OR

$1,000,000 Each Occurrence
$2,000,000 General Aggregate
$2,000,000 Products & Completed Operations Aggregate
$9,000,000 Umbrella Each Occurrence/Aggregate

50. $ 2,000,000 Each Occurrence
$ 2,000,000 General Aggregate
$ 2,000,000 Products & Completed Operations Aggregate
$49,000,000 Umbrella Each Occurrence/Aggregate

OR

$ 1,000,000 Each Occurrence
$ 2,000,000 General Aggregate
$ 2,000,000 Products & Completed Operations Aggregate
$50,000,000 Umbrella Each Occurrence/Aggregate

Exhibit H

Service Contractor Insurance Limits Requirements

Type of Service	Number for Limits Required
Garbage Removal and Disposal including dumpster maintained on premises.	2
Telephone and T.V. Equipment and Master Wiring and Antennas Service	10 (exterior) 5 (interior)
Snow Removal Service	2
Sprinkler System Service and Repair	3
Alarm Systems Service and Repair	3
Signage and Light Post Maintenance	2
Landscaping and Lawn Maintenance	1
Electrical Maintenance	1
Parking Surface Maintenance and Striping	1
Asbestos Abatement and Hazardous Material Removal	5
Overhead and Revolving Door Services	2
Interior & Exterior Cleaning and Janitorial	2
Fire Extinguishing in Restaurants	2
Elevator/Escalator Service & Maintenance	5
Window Washing and Swing Station Equipment Services	3
Security & Guard Services	2

Type of Service	Number for Limits Required
Special Events and Exhibition	Call Risk Mgmt. Dept.
Heating, Ventilation and Air Conditioning Service	2
Plumbing Service	2
Metal Cleaners and Refinishers	3
Roofers	10
Office Equipment Service	1

Service Contractor Insurance Limits Requirements

The following are limits of liability required depending on the trade number of the Contractor:

1. $1,000,000 Each Occurrence
   $1,000,000 General Aggregate

2. $1,000,000 Each Occurrence
   $2,000,000 General Aggregate
   $2,000,000 Products & Completed Operations Aggregate

3. $2,000,000 Each Occurrence
   $2,000,000 General Aggregate
   $2,000,000 Products & Completed Operations Aggregate
   $1,000,000 Umbrella Each Occurrence/Aggregate

   OR

   $1,000,000 Each Occurrence
   $2,000,000 General Aggregate
   $2,000,000 Products & Completed Operations Aggregate
   $2,000,000 Umbrella Each Occurrence/Aggregate

4. $2,000,000 Each Occurrence
   $2,000,000 General Aggregate
   $2,000,000 Products & Completed Operations Aggregate
   $2,000,000 Umbrella Each Occurrence/Aggregate

   OR

   $1,000,000 Each Occurrence
   $2,000,000 General Aggregate
   $2,000,000 Products & Completed Operations Aggregate
   $3,000,000 Umbrella Each Occurrence/Aggregate

5. $2,000,000 Each Occurrence
   $2,000,000 General Aggregate
   $2,000,000 Products & Completed Operations Aggregate
   $3,000,000 Umbrella Each Occurrence/Aggregate

   OR

$1,000,000 Each Occurrence
$2,000,000 General Aggregate
$2,000,000 Products & Completed Operations Aggregate
$4,000,000 Umbrella Each Occurrence/Aggregate

10. $2,000,000 Each Occurrence
$2,000,000 General Aggregate
$2,000,000 Products & Completed Operations Aggregate
$8,000,000 Umbrella Each Occurrence/Aggregate

OR

$1,000,000 Each Occurrence
$2,000,000 General Aggregate
$2,000,000 Products & Completed Operations Aggregate
$9,000,000 Umbrella Each Occurrence/Aggregate

EXHIBIT I

TECHNICAL SERVICES ADDENDUM

THIS ADDENDUM, effective as of [_____], 20[__], is attached to and a part of the Management and Leasing Agreement (the "Management Agreement") dated [_____], 20[__] between [_____] ("Owner"), and CBRE, Inc. ("Manager"). The parties hereto acknowledge and agree that the services provided pursuant to this Addendum (the "Technical Services") shall be performed by the undersigned affiliate of Manager, CBRE Technical Services, LLC ("CBRE Technical"), and payment for all amounts due hereunder shall be made by Owner to CBRE Technical. Capitalized terms used herein and not otherwise defined shall have the meanings assigned in the Management Agreement.

2. **Technical Services:** CBRE Technical shall provide the "Technical Services" set forth on Schedule 1 attached hereto, as may be modified by the parties from time to time, at the following location(s): **69 W. Washington, Chicago, Illinois**. The Technical Services shall be performed subject to the terms of the Management Agreement.

3. **Pricing:** Owner shall pay and reimburse CBRE Technical for the Technical Services pursuant to the terms set forth on Schedule 2 attached hereto.

4. **No Conflict of Interest:** Owner acknowledges that CBRE Technical and Manager are affiliated entities and agrees that Owner has reviewed and approved the terms and conditions of this Addendum for use on Owner's behalf and waives any claims that such relationship constitutes a conflict of interest.

5. **No Additional Insurance:** Owner acknowledges that CBRE Technical and Manager are covered under the same insurance policies and agrees that the insurance requirements for CBRE Technical and Manager shall be satisfied by the insurance policies maintained by Manager pursuant to the Management Agreement. Notwithstanding any other provision of this Addendum or the Management Agreement, CBRE Technical and Manager shall not be required to maintain duplicative insurance policies.

[Remainder of Page Intentionally Left Blank]

THIS TECHNICAL SERVICES ADDENDUM is executed by the parties hereto and deemed attached to and part of the Management Agreement.

Owner:

[_____]

By:_____
Name:_____
Title:_____

Manager:

CBRE, INC.

By:_____
Name:_____
Title:_____

CBRE Technical:

CBRE TECHNICAL SERVICES, LLC

By:_____
Name:_____
Title:_____

SCHEDULE 1

SCOPE OF SERVICES

The following describes the scope of Technical Services to be performed by CBRE Technical under the Management Agreement which may be supplemented or amended from time to time as agreed upon by the parties hereto:

(a) Prepare, maintain and regularly review records for service, repair, operation, complaints and preventative maintenance related to building envelope and engineering systems and equipment in the Building consistent with any procedures as may be identified by Owner.

(b) Provide copies of operating logs, periodic management reports and copies of preventative maintenance activities as reasonably required by Owner consistent with any procedures as may be identified by Owner.

(c) If directed by Owner, establish and maintain a program of inventory control for replacement parts, supplies, tools and equipment, and provide Owner with periodic reports on usage, current inventory and predicted requirements consistent with any procedures as may be identified by Owner. Owner shall provide all tools, parts, equipment and supplies necessary to perform the Technical Services herein with the exception of small hand tools customarily provided by CBRE Technical's employees. Tools, equipment or supplies broken or lost due to the negligence of CBRE Technical shall be replaced by CBRE Technical at its cost.

(d) Furnish Owner with recommendations for physical plant improvements consistent with increased personnel safety, energy efficiency and sustainability, equipment life span, system reliability, and code compliance.

(e) Employ reasonably skilled and competent employees to perform the Technical Services and manage all manpower, including the coordination of specialty contractors solicited by and contracted by Owner, required to operate and maintain the Building in a first class manner.

(f) Owner may periodically evaluate the manpower needs of the Building and determine that additions or reductions in staff are required. If directed by Owner, CBRE Technical shall reduce staff or provide capable candidates for Owner's review and CBRE Technical's compensation shall be adjusted consistent with Schedule 2 hereto.

(g) Ensure that all employees of CBRE Technical wear any required uniforms and safety shoes provided by and at the expense of Owner. Laundering and mending services shall be at Owner's expense. CBRE Technical shall reimburse Owner for uniforms lost or stolen while in the possession of CBRE

Technical's employees. CBRE Technical's employees shall present a reasonably clean and neat appearance at all times.

(h) Submit a list to Owner of at least three emergency numbers of persons who are authorized to dispatch back-up working crews in the event of a request by Owner for such services. CBRE Technical shall periodically update these emergency numbers.

(i) Make available for Owner's review all records, logs, reports, programs and compilations maintained hereunder. All records, logs, reports, programs and compilations shall be and remain the sole property of Owner and shall be surrendered to Owner upon the termination of the Management Agreement. CBRE Technical shall establish and maintain a maintenance library consisting of "as-built" drawings, manufacturers' manuals, maintenance manuals, operating logs and similar compilations of information pertaining to the engineering systems and equipment in the Building, subject to CBRE Technical's access to the relevant materials relating to the Building.

(j) Execute purchase orders for repairs or materials on behalf of Owner as agent if such authority is provided in writing by Owner. CBRE Technical's purchase authority may be modified in writing from time to time by Owner.

(k) Keep all mechanical and electrical equipment and areas reasonably clean, neat and painted with no material amounts of debris or extraneous material, tools, parts and equipment except during actual hours of work on a specific project.

(l) The Technical Services shall not include maintenance and/or repair of fire safety and/or security equipment. CBRE Technical shall coordinate with and contract with, in Owner's name on Owner's behalf, the appropriate and qualified contractors to perform this maintenance.

(m) It is understood that CBRE Technical has access to certain knowledge, expertise and proprietary software applications and other proprietary or confidential information relating to the Building and the Technical Services (collectively, the "Technical Library"). The Technical Library may be continually refined and updated during the course of the performance of the Technical Services. Owner agrees to permit CBRE Technical to input Building specific operating procedures and data, including, without limitation, data relating to management, cost, technical operations, and maintenance the Building and related personal property, into the Technical Library. Owner shall retain ownership of such Owner data in the Technical Library. Notwithstanding any provision hereof to the contrary, nothing contained herein is intended to confer upon Owner any rights in or to Manager's proprietary software.

(n) It is understood that CBRE Technical's personnel

receive valuable safety and technical training, as well as report their time, via web-based applications. Owner shall make every effort to afford access to the internet by CBRE Technical's personnel in the Building.

SCHEDULE 2

PRICING

This Schedule 2 may be updated periodically with approval from Owner and will be superseded by revised staffing allocations as agreed upon in the approved annual Budget.

General Charges

Chief Engineer	TBD
Building Engineer	TBD
Building Engineer	TBD
Asst.. Chief Engineer	TBD

Engineers will be paid at overtime rates where applicable at the current Local 399 collective bargaining agreement for union operating engineers.

BILLING

TBD upon receipt of hourly base rate for employee

PTO (Paid Time Off) and holiday hours as well as miscellaneous hours such as jury duty and bereavement will be billed as incurred. Accrued PTO time shall be invoiced at contract or employee termination or employee transfer.

All overtime/double-time will be calculated in accordance with Local 399's Collective Bargaining Agreement. .

A minimum of two (4) hours will be billed at overtime rates for all after hours call in.

All other project related expenses supplied through CBRE Technical and shall be invoiced at cost plus 3.5%.

Exhibit J

CLEANING SPECIFICATIONS

EXHIBIT I - A

CLEANING SPECIFICATIONS

I	Tenant Space
II	Lobby / Pedway
III	Common Space
IV	Building Exterior
V	Restrooms
VI	Elevators / Freight Cars / Escalators
VII	Stairwells
VIII	Loading Dock
IX	Service Areas / Mechanical Spaces
X	Snow / Ice Removal
XI	Day Service
XII	Janitorial Closets
XIII	Miscellaneous

I. TENANT SPACE

DAILY

1. Empty, clean, and sanitize all wastebaskets. Remove trash from wastebaskets and replace plastic lining. Plastic liners to fit waste receptacles in such a manner as to not overhang the top by more than two (2') inches. Replace old plastic liners as needed. Recycling bins should remain unlined.

2. Empty individual recycling bins into separate recycling containers for disposal in the recycling compactor at the loading dock.

3. Clean and buff all non-carpeted floors, dusting and mopping as required. Remove all ground-in scuffmarks, as necessary. Restore floors nightly as needed to an acceptable gloss level (this activity can include mopping, buffing, burnishing, or other, but must achieve gloss and appearance levels acceptable to Manager).

4. Vacuum all carpeted floors moving all light furniture such as chairs, stands, etc. All furniture will be replaced to its original position.

5. Dust mop all tile floors using a treated dust mop and moving all light furniture. All furniture will be replaced to its original position.

6. Hand dust and wipe clean, with a chemically treated cloth (where applicable), all furniture (tops, sides and legs), file cabinets, computer monitors bezels, shelves, ledges, cafeteria tables, coffee bars, windowsills, desk tops, credenza tops, table tops, counter tops, and other furnishings removing dust, finger marks, streaks, etc.

7. Clean and sanitize all telephones, using a disinfectant solution and disposable paper wipes which will be disposed of after use on each telephone.

8. Sanitize and polish water drinking fountains/ION machines.

9. All doors, jambs, walls and window mullions will be spot-cleaned to remove streaks, smudges, finger marks, spills, and stains, paying particular attention to walls around switch plates and door jambs and doors around knobs and opening edges.

10. Spot clean all interior partitions, walls, glass, windows and glass entrance doors.

11. Spot clean all metal trim work, removing fingerprints, smudges, water and other marks.

12. Spot clean all carpet stains to remove soluble spills, spots, and stains, etc. which safely respond to standard spotting procedures without risk of damage to carpet fabric or color.

13. Remove gum and other substances requiring use of a scraping device.

14. If tenant has automatic dishwasher, load dirty dishes and turn machine on.

15. Turn off all lights and check to make sure that all doors are secure when work assignments are complete.

WEEKLY

1. Dust baseboards, chair rails, trim, louvers, moldings and other "low-dust" areas.

2. Vacuum upholstered furniture.

3. Clean private stairways including vacuuming carpeted stairways, and dusting handrails, balustrades and stringers, as necessary.

4. Damp wipe clean interior building metal (except window mullions).

5. Dust and clean all chair rails, paneling, trim, baseboards, door and other architectural louvers, lattices and ornamental work.

6. Wipe clean and polish all brass, stainless steel, metal and other bright work, using a non-acid polish.

7. Wash both sides of all glass doors and side panels.

8. Buff, spray buff, or burnish resilient tile floors and hard floors.

9. Dust/clean all lighting fixtures, exposed pipes and ducts, ceiling vents, etc.

10. Dust/clean all vertical surfaces such as partitions, ventilating louvers, vents, walls, trim, pictures, frames, grilles, and high moldings etc.

11. Dust Venetian blinds, and wash all glass entrance doors and side panels.

12. Completely vacuum all wall-to-wall carpeting, including all edges and corners, moving light furniture.

13. Shampoo all elevator cabs, using a rotary shampoo method followed by a clear hot water extractor. (Care will be taken to remove all excessive moisture from carpet fibers).

MONTHLY

1. Dust tops of cabinets, files, partitions, e.g. high dusting.

2. Wash all baseboards not reached in nightly cleaning.

3. Dust exterior of lighting fixtures removing all finger marks, smudges, or other debris.

4. Ensure carpet stains are removed and all carpeted areas clean and in a condition consistent with the standards of building Manager.

QUARTERLY

1. Dust pictures, frames, charts, graphs, and similar wall hangings not reached in nightly cleaning.

2. Dust Venetian blinds and window frames; vacuum draperies. Clean any noticeable spots or stains.

3. Machine strip, refinish and buff all resilient tiles including restrooms and other hard surfaced flooring using a non-slip, non-staining, repairable floor finish approved by Manager.

4. Wash and clean baseboards immediately subsequent to floor refinishing operations.

5. Dust all vertical surfaces such as walls, partitions, doors, doorframes, ventilating louvers, grilles, high moldings and other surfaces not reached in nightly cleaning.

6. Vacuum and dust ceiling tiles around ventilators and clean air conditioning diffusers as necessary.

7. Shampoo all public carpeted areas, including elevator lobbies, using a rotary shampoo method followed by a clear hot water extractor. (Care will be taken to remove all excessive moisture from carpet fibers).

8. Pile lift vacuum all carpeted areas.

II. LOBBY/PEDWAY

DAILY

1. The first floor lobby floors and pedway will be swept, mopped and buffed to ensure a high luster appearance. Restore floors nightly as needed to an acceptable gloss level (this activity can include buffing, burnishing, or scrubbing, but must achieve gloss and appearance levels acceptable to Manager). Subsequent to all floor maintenance, clean baseboards.

2. Clean weather mats with a pile lifter vacuum and damp wipe vinyl edges to remove all dust. Sweep and wash under all mats.

3. Clean trash receptacles and window frames. This activity should be done on an ongoing, as needed basis throughout the day.

4. Clean and polish all lobby chrome or anodized metal finishes. This activity should be done on an ongoing, as needed basis throughout the day.

5. Clean and polish all lobby thresholds and elevator thresholds. This activity should be done on an ongoing, as needed basis throughout the day.

6. Clean handrails, surrounding glass and polish metal work on both escalators. This activity should be done on an ongoing, as needed basis throughout the day.

7. Clean handrails and polish metal work on ADA elevator. This activity should be done on an ongoing, as needed basis throughout the day.

8. Clean panels, dust interior and exterior of security console on an ongoing basis, as needed basis throughout the day.

9. Completely clean all entrance door, handrails and revolving door glass and entryway glass sidelights, etc. This activity should be done on an ongoing, as needed basis throughout the day.

10. Dust all panels and signs. This activity should be done on an ongoing, as needed basis throughout the day.

11. Clean all glass enclosing the buildings display case. This activity should be done on an ongoing, as needed basis throughout the day.

12. Dust mail depository, clean and polish all mail boxes and surrounding areas etc. This activity should be done on an ongoing, as needed basis throughout the day.

13. Dust and wipe down elevator doors. This activity should be done on an ongoing, as needed basis throughout the day.

14. Dust and wipe down walls, and metal work in elevator cabs.

15. Dust walls up to nine feet (9') and keep free of finger marks, smudges, etc.

16. Mats in lobby are to be cleaned nightly during inclement weather. This activity should be done on an ongoing, as needed basis throughout the day. Vacuum and spot clean all carpets, mats and runners nightly.

17. Clean all building directories, entrance doors and frames.

18. Clean and disinfect public telephones. This activity should be done on an ongoing, as needed basis throughout the day.

19. Empty, clean, and sanitize trash receptacles and replace liners. Dispose of trash in designated area. This activity should be done on an ongoing, as needed basis throughout the day.

20. All walls (including travertine), doors, jambs and elevator bank entries are to be cleaned to remove all dust, finger marks, smudge and spill (inclusive of stairway and utility doors). Special attention is to be paid to metal work and areas around call buttons. Walls and doors will be maintained to the height of the door.

21. Dust low ledges and other horizontal surfaces.

22. Glass entrances, revolving doors and furnishing partitions will be cleaned to remove all finger marks, smudges and spills. This activity should be done on an ongoing, as needed basis throughout the day.

23. All metalwork, such as door hardware and frames, metal lettering, mullions and sills, door knobs, kick plates and hand-railing, etc. will be cleaned, polished, and left in a bright condition, free of all dust and streaks.

24. All horizontal surfaces, including furniture tops and areas within reach, which include the security station (console) are to be dusted nightly using treated dust cloths.

25. Wipe clean and refill hand sanitizer dispensers in Pedway, lobby, 3rd floor, and 22nd floor cafeteria.

WEEKLY

1. Dust grids, ledges, and tops of fixtures.

2. Dust all doors and ventilating louvers.

3. Sweep all stairwells and dust all hand railings.

4. Wet mop stairwells between lobby and Pedway.

5. Shampoo lobby entry weather mats, as applicable.

6. High speed burnish all lobby and Pedway areas once (1) a week.

7. All walls, doors and frames will be thoroughly cleaned, leaving no streaks, smudges, dust, or stains. Walls, doors and frames shall have a uniformly bright and clean appearance when completed.

8. Clean elevator display lights and interior and exterior lanterns.

MONTHLY

1. Vacuum/clean all window line, air supply, exhaust diffusers and grills.

2. Wash vinyl and metal kick plates on service doors.

3. Wet mop all stairwell landings, stairs, handrails and treads.

4. Wash all doors and door frames.

5. High dust twice a month to include all fixtures, displays, vertical and horizontal surfaces not reached in the nightly cleaning.

QUARTERLY

1. Completely strip and refinish resilient floors in the entire Lobby and entire Pedway area (unless directed by Manager otherwise.)

2. Wash and polish vertical tile surfaces and travertine surfaces.

III. COMMON SPACE

DAILY

1. The floors will be swept, mopped and buffed to ensure a high luster appearance. Restore floors on a nightly as needed to an acceptable gloss level (this activity can include buffing, burnishing, or scrubbing, but must achieve gloss and appearance levels acceptable to Manager). Subsequent to all floor maintenance clean baseboards.

2. Clean mats with a vacuum and damp wipe vinyl edges to remove all dust. Sweep and wash under all mats.

3. Clean all building directories, entrance doors, frames, depositories and window frames. This activity should be done on an ongoing, as needed basis throughout the day.

4. Clean and polish all chrome or anodized metal finishes. This activity should be done on an ongoing, as needed basis throughout the day.

5. Completely clean all entrance door glass and entryway glass sidelights, etc. This activity should be done on an ongoing, as needed basis throughout the day.

6. Dust all signs, and displays. This activity should be done on an ongoing, as needed basis throughout the day.

7. Dust walls up to nine feet (9') and keep free of finger marks, smudges, etc.

8. Clean and disinfect in-house telephones in corridors.

9. Empty, clean, and sanitize trash receptacles and replace liners. Dispose of trash in designated area.

10. All walls, doors and jambs are to be cleaned to remove all dust, finger marks, smudge and spill (inclusive of stairway and utility doors). Special attention is to be paid to metal work and areas around call buttons. Walls and doors will be maintained to the height of the door.

11. Dust low ledges and other horizontal surfaces in pedway area.

12. All metalwork, such as door hardware and frames, metal lettering, mullions sills, door knobs, kick plates and hand-railing, etc. will be cleaned, polished and left in a bright condition, free of all dust and streaks.

13. Cafeteria on the 22nd floor should be cleaned, including cleaning the exterior of the vending machines, chairs, tables, vacuum and wet mop the kitchen area on a as needed basis throughout the day

14. Break room on the 3rd floor should be cleaned nightly.

WEEKLY

1. Dust grids, ledges, and tops of fixtures.

2. Dust all doors and ventilating louvers.

3. Sweep all stairwells and dust all hand railings.

4. Wet mop stairwells between lobby and basement.

5. Shampoo lobby entry weather mats, as applicable.

6. All walls, doors and frames will be thoroughly cleaned, leaving no streaks, smudges, dust, or stains. Walls, doors and frames shall have a uniformly bright and clean appearance when completed.

MONTHLY

1. Vacuum all air supply and exhaust diffusers and grills.

2. Wash vinyl and metal kick plates on service doors.

3. Wet mop all stairwell landings, stairs, handrails and treads.

4. Wash all doors and door frames.

5. Clean/Dust lights, globes, and fixtures once a month.

6. High dust twice a month to include all fixtures, displays, vertical and horizontal surfaces not reached in the nightly cleaning.

7. Clean mats and damp wipe vinyl edges to remove all dust. Sweep and wash under all mats.

QUARTERLY

1. Completely strip and refinish resilient floors (unless otherwise directed by Manager.)

2. Wash and polish vertical tile surfaces.

3. Scrub and refinish resilient tile floors and hard floors including freight lobbies. All wax spills and splashes will be removed from baseboards, doors, jambs, molding and walls.

4. Pile lift vacuum all carpeted areas.

IV. BUILDING EXTERIOR

DAILY

1. Police, sweep, and spot wash exterior plaza areas and sidewalks. Remove gum and other substances requiring use of a scraping device. These activities should be done on an ongoing, as needed basis throughout the day.

2. Scrub, hose down and squeegee away standing water on a daily basis. Any chemicals to be used in the process must be approved by Manager.

3. Empty, clean, and sanitize trash receptacles and replace liners. Dispose of trash in designated area. This activity should be done on an ongoing, as needed basis throughout the day.

4. Sweep area around urns and remove cigarette butts from urns on an ongoing, as needed basis throughout the day. Replace and/or add sand to urns once a month.

5. Hand dust and wipe clean with a cloth the memorial bench on an ongoing, as needed daily basis. Wipe clean and polish signage on a daily basis.

6. Machine scrub/power wash outside plaza areas and sidewalks twice a week or as necessary, weather permitting. Manager must approve any chemicals used in the process.

7. Police and clean exterior planters to remove cigarette butts and other debris. This activity should be done on an ongoing, as needed basis throughout the day.

WEEKLY

1. Machine scrub exterior perimeter paying special attention to corners of columns.

2. Completely wash outside columns once every month weather permitting. Any chemicals used in the process must be approved by Manager.

V. RESTROOMS

DAILY

1. Clean, disinfectant, and polish all sinks, counters, porcelain under/around toilets and urinals. This activity should be done on an ongoing, as needed basis throughout the day.

2. Dust and spot clean partitions, tile walls, dispensers and receptacles, ledges, doors, and light switches. All graffiti will be removed from all walls, partitions, and exposed surfaces. This activity should be done on an ongoing, as needed basis throughout the day.

3. Clean and disinfect all floor areas (edges and corners). This activity should be done on an ongoing, as needed basis throughout the day.

4. Clean and polish all mirrors, soap dispensers, flushometers, shelves, chrome fixtures, piping, toilet hinges, air freshener unit, container exteriors using detergent/disinfectant and water. This activity should be done on an ongoing, as needed basis throughout the day.

5. Refill all toilet tissue, paper towel, and sanitary napkin dispensers. Refill soap dispensers and check operation. This activity should be done on an ongoing, as needed basis throughout the day.

6. Empty and clean paper towel and sanitary napkin disposal receptacles. Replace plastic liners or wax paper bags (where applicable). This activity should be done on an ongoing, as needed basis throughout the day.

7. Hand scrub base of walls and corners with a brush. Remove watermarks from walls, partitions, and fixtures. The floor should be maintained at a gloss and appearance level acceptable to Manager at all times. This activity should be done on an ongoing, as needed basis throughout the day.

8. Clean all baseboards with a germicidal cleaner or quaternary disinfectant.

9. Remove and clean urinal screens to remove foreign matter. This activity should be done on an ongoing, as needed basis throughout the day.

10. Report clogged toilets, missing tiles, graffiti, leaks, faulty soap dispensers, broken sanitary napkin dispensers, faulty/broken paper towel dispenser, faulty/broken toilet paper dispenser, burned out bulbs and fluorescent tubes, or any other problems that need attention, to the building Manager via the cleaning log book located in the Office of the Building.

11. Clean and polish all glass and mirrors. This activity should be done on an ongoing, as needed basis throughout the day.

12. Clean and polish all chrome and other bright work including exposed plumbing, toilet seat hinges, etc. This activity should be done on an ongoing, as needed basis throughout the day.

13. Dust the top edges of all partitions, ledges, light fixtures and mirrors.

14. Clean and disinfect floor drains. Pour 1 quart of water down the floor drain to prevent gases from escaping.

BI-WEEKLY

1. Machine scrub flooring with germicidal cleaner or quaternary disinfectant followed with an approved floor finish. Hand scrub base of walls and corners with a brush. Remove watermarks from walls, partitions, and fixtures. The floor should be maintained at a gloss and appearance level acceptable to Manager at all times.

MONTHLY

1. Washing partitions, grills, doors, tile walls, and enamel monthly with disinfectant/detergent; more often if necessary.

2. Dust all light fixtures.

3. Refill all air fresheners and autoclean dispensers.

4. Clean, disinfect, and fill floor drains with water to avoid the escape of sewer gasses. Clean and polish all drain covers.

5. Wash partition walls using a germicidal cleaner or quaternary disinfectant. Wipe dry and polish to a uniformly bright, clean condition.

QUARTERLY

1. Completely strip and refinish resilient floors (unless otherwise directed by Manager.)

VI. ELEVATORS / FREIGHT CARS / ESCALATORS

DAILY

1. Vacuum all elevator cabs and spot clean panels where necessary.

2. Clean and polish all metal trim work and elevator doors to remove fingerprints, smudges, water, and other marks. Care should be taken to prevent scratching or damaging of metal finishes.

3. Elevator cab thresholds and elevator thresholds on each floor landing will be thoroughly cleaned and polished with an appropriate metal polish.

4. Elevator call button plates in hallways will be polished and wall surfaces around call plates spot cleaned.

5. Spot clean carpeting in elevator cabs nightly, removing gum, paper clips, and foreign materials adhered to carpet.

6. Spot clean freight cars nightly, removing gum, debris, foreign markings, and foreign materials.

7. Clean and polish all glass and metal trim work on escalators to remove fingerprints, smudges, water, and other marks. Care will be taken to prevent scratching or damaging of metal finishes.

8. Wipe down escalator handrail with cloth treated with germicidal solution.

WEEKLY

1. Dust elevator light fixtures and lenses.

2. Clean steps and walk off plates with wire brush and vacuum, or use an escalator machine approved for use by Manager.

3. Shampoo all elevator carpeted flooring weekly, or as needed.

MONTHLY

1. Machine wash escalators.

VII. STAIRWELLS

BI-WEEKLY

1. Sweep all stairwells and dust all hand railings.

MONTHLY

1. Wet mop all stairwells between lower level and 37th floor.

QUARTERLY

1. Do high dusting in stairwells.

VIII. LOADING DOCK

DAILY

1. Sweep and mop dock, service corridor and receiving area and remove all trash and debris.

WEEKLY

1. Wet mop completely (weather permitting).
2. Compactor areas to be swept and hosed down.
3. Power wash loading parking area and compactor area with appropriate degreasing chemicals as approved by Manager.
4. Clean loading dock and plate lift drains and screens of all debris.

IX. SERVICE AREAS / MECHANICAL SPACES

DAILY

1. Sweep service corridor floors.
2. Sweep and wet mop loading dock elevator lobby.
3. Clean vinyl and metal kick plates on doors.
4. Keep slop sink rooms in a neat, orderly and clean condition at all times.
5. Keep janitor closets in neat and clean conditions. Keep mops, rags, and equipment, maintained, and stored properly.
6. Keep all janitorial closets in neat and clean condition and report any unauthorized use.

WEEKLY

1. Wash vinyl and metal kick plates on doors.
2. Wipe all doors and doorframes.
3. Wet mop all service corridor floors.
4. Storage space in the lower level pump room, 3rd floor, and 36th floor need to be swept.

MONTHLY

1. Dust all pipes, duct work, etc., in service corridor.
2. Sweep all janitorial closets.

QUARTERLY

1. Sweep mop and Buff all mechanical spaces in 3rd floor and 37th floor

X. SNOW / ICE REMOVAL

1. Contractor is to provide full and appropriate snow removal services for all types of inclement weather including, but not limited to, snow above ¼" and ice of any type. For the purposes of snow/ice removal, the property is limited to all sidewalks (up to the street curbs), entryways (entire area west of the building up to the neighboring building), loading dock parking area, Miro Plaza and Dearborn playgrounds.

2. No additional or supplemental payments of any kind will be made for the provisions of the above-required services for the duration of the contract. Unless it is performed after contract hours with prior approval by Manager.

3. Contractor's staff must be in uniform with Contractor's name clearly displayed and present a good appearance when performing their duties.

4. Snow removal shall commence upon an accumulated depth of ¼" or more utilizing either hand shovels, mechanical equipment, or a removal service, or as requested by Manager.

5. A mechanical salt spreader will be provided by contractor for use by custodians, to help snow/ice during the day.

XI. DAY SERVICE

Day coverage will be required by contractor to handle basic tasks and special requests. The daily duties include, but are not limited to the following:

1. Police exterior on an as needed basis. Check rubbish cans and remove cigarette butts from receptacles. Sweep up any rubbish, droppings or debris from the property. Police the exterior planters removing cigarette butts and other rubbish as necessary. Police the exterior perimeter areas for gum and extract using a substance remover and scraping device.

2. Police and maintain lobby appearance throughout the day including south lobby in back of the escalators. Wet-mop flooring as necessary, particularly during inclement weather.

3. Police and maintain Pedway appearance throughout the day from Daley Center ramp to CTA/Blue line entrance. Wet-mop flooring as necessary, particularly during inclement weather.

4. Clean directories, trash cans, window frames and ledges in the lobby and Pedway areas.

5. Keep main entrance doors and glass free from finger marks and smudges. Clean and polish doorframes and other decorative metal including elevator doors and interiors as well as the metal and glass around the escalators.

6. Police and vacuum elevator cabs at lobby level a minimum of twice daily and police escalators. Wipe down cab walls and escalator metal as necessary.

7. Check all floor corridors and elevator lobbies including water fountains.
8. Sweep or vacuum service corridor floors.

9. Dust pipes in service corridors as necessary.

10. Police washrooms on an as needed basis (minimally every two hours). A final check at the end of the shift should include re-stocking of supplies if need be and touch-up around sinks, mirrors, floors, partitions, etc.

11. Police Pedway areas. This includes cleaning glass, spot mopping, sanitize phones, maintaining freight elevator appearance, gum removal, removing scuffmarks, litter removal and emptying trash cans.

12. Wipe clean and refill hand sanitizer dispensers in Pedway, lobby, 3rd floor, and 22nd floor cafeteria

13. Vacuum carpet runners and lobby entrance mats.

14. Check 22nd floor cafeteria vending machine area a minimum of three times daily. Clean wipe tables and remove trash.

15. Police and maintain men's and women's locker rooms.

16. Police, maintain and restock men's and women's restrooms.

17. Ensure that any snow/ice accumulation that occurs throughout the course of the day is removed and all areas are salted as necessary. Appropriate cold-weather gear to be supplied by contractor with contractor name clearly visible.

18. Perform miscellaneous tasks as requested by Manager.

19. Water exterior planters early morning on a daily basis weather permitting

XII. JANITOR'S STORAGE CLOSETS

1. All janitors' storage closets, restrooms, lunchrooms, and work/break areas (service areas) provided by the building for use of CONTRACTOR personnel will be kept in a neat, clean, sanitary and orderly condition at all times. The restrooms will be maintained in the same condition as the public restrooms. Before leaving the premises each night, all of the service areas will be dust-mopped, and spot-cleaned, where necessary, and dusted. Tile floors will be stripped and waxed, as necessary, but not less often than every sixty days. All doors and walls will be spot-cleaned nightly.

XIII. MISCELLANEOUS

1. 4th Floor (High Intensity Drug Trafficking Area) - At the time of this contract, the 4th floor requires its regular janitorial services to be from 11:00 A.M. and completed by 4:00 P.M. H.I.D.T.A. requires criminal background checks of all employees entering the 4th floor tenant space.

2. Uniforms - All personnel supplied by contractor shall be in uniform at all times while performing their duties. Uniforms must be kept in good condition and neat appearance with

the Contractor's name clearly displayed. Contractor shall provide these uniforms at their own cost and the style/appearance shall be subject to Manager's approval.

3. Supervision - The Contractor shall furnish an on-site Supervisor, acceptable to the Manager. Upon acceptance of the Non Union Supervisor by the Manager, the Contractor will not remove said person without informing Manager. The Supervisor shall not leave the premises until all work is completed each night. In addition to the supervision of all janitorial services, the supervisor will be responsible for the following:

   - Immediate transmission of all accidents and/or damage reports to the Manager.

   - Manager shall provide fire life safety training and disaster plans. In addition to the supervisory work of the janitorial crew, the Supervisor will assume the duties assigned to them by the Manager, as it relates to these plans.

   - The Supervisor will comply with and assist the Building's security staff in enforcing the security plan, as this plan relates to the activities of the janitorial crew.

   - The Supervisor shall be available on request by the Manager during normal business hours to visit with any occupant to answer complaints of any nature relating to the janitorial staff.

4. In addition Contractor should perform the following:

   a) Report any building problems (e.g., leaks, slow drains, hot plates, fire hazards, broken fixtures, faulty locks, inoperable lights or switches and loose baseboards) to Manager on a daily basis via the daily summary report provided by the supervisor.

   b) Monitor lavatory supply usage and report low stock with enough lead time to ensure a timely reorder. All orders must be approved by Manager (regardless of whether Contractor or Manager is buying the supplies).

   c) Perform any work assigned by Manager that, in the opinion of Manager, is generally a cleaning task.

   d) Supplies - The Contractor may be asked to purchase supplies as part of this contract. Regardless of how supplies are purchased Manager must approve all orders. (Contractor will stock all expendable supplies used in the toilet rooms including but not limited to, soap, plastic liners, toilet tissue, hand towels, sanitary napkins wax paper bags, and/or tampons and paper toilet seat cover). Contractor will provide an annual budget to Manager for these items (and other items as necessary) as a separate cost category. Supplies will be quality green grade specified by the Manager. The Manager will provide reasonably secure storage areas for the restroom supplies.

   e) Materials - The Contractor shall furnish all other janitorial materials such as cleansers, detergents, scouring powders, etc. These materials shall be of good quality and acceptable to the Manager. Supportive of green cleaning program. The Contractor shall be liable for any and all damages caused by the use of improper janitorial materials.

f) Equipment - The Contractor shall furnish at Contractor's expense and maintain in good, safe, working order all required equipment. In addition the Contractor must maintain in good, safe, working order all locker rooms, and supply rooms. Equipment shall mean all implements, tools, and machines normally used in janitorial operations and shall include, but not be limited to, the following:

- Buffing machines, escalator machine, pile lifter vacuum, rider exterior floor scrubber, interior floor scrubbers, vacuum cleaners (green seal), wet vacuums, carpet shampoo equipment, snow removal equipment both mechanized and non-mechanized, wet mops, floor brooms, dust pans, pails, dust cloths, sponges, cleaners' carts, brutes, tilt gondolas, and any other required normal janitorial utensils. Vacuum cleaners must be of motor driven brush and beater bar types (green seal). All equipment shall be **new** or like-new at the commencement of the contract, and be designed to allow for minimal marring/damage to wall surfaces. Replacement equipment shall be new or like-new at the time it is furnished at 69 West Washington. The Manager will not be held responsible for the Contractor's equipment. All equipment shall be supportive of green cleaning initiative.

Exhibit K

ECONOMIC DISCLOSURE STATEMENT

ECONOMIC DISCLOSURE STATEMENT
AND EXECUTION DOCUMENT
INDEX

Section	Description	Pages
Instructions	Instructions for Completion of EDS	EDS i - ii
1	MBE/WBE Utilization Plan	EDS 1
2	Letter of Intent	EDS 2
3	Petition for Reduction/Waiver of MBE/WBE Participation Goals	EDS 3
4	Certifications	EDS 4, 5
5	Economic and Other Disclosures, Affidavit of Child Support Obligations and Disclosure of Ownership Interest	EDS 6 – 12
6	Sole Proprietor Signature Page	EDS 13a/b/c
7	Partnership Signature Page	EDS 14/a/b/c
8	Limited Liability Corporation Signature Page	EDS 15a/b/c
9	Corporation Signature Page	EDS 16a/b/c
10	Cook County Signature Page	EDS 17

INSTRUCTIONS FOR COMPLETION OF ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT

This Economic Disclosure Statement and Execution Document ("EDS") is to be completed and executed by every Bidder on a County contract, every party responding to a Request for Proposals or Request for Qualifications "(Proposer"), and others as required by the Chief Procurement Officer. If the Undersigned is awarded a contract pursuant to the procurement process for which this EDS was submitted (the "Contract"), this Economic Disclosure Statement and Execution Document shall stand as the Undersigned's execution of the Contract.

Definitions. Capitalized terms used in this EDS and not otherwise defined herein shall have the meanings given to such terms in the Instructions to Bidders, General Conditions, Request for Proposals, Request for Qualifications, or other documents, as applicable.

> ***"Affiliated Entity"*** means a person or entity that, directly or indirectly: controls the Bidder, is controlled by the Bidder, or is, with the Bidder, under common control of another person or entity. Indicia of control include, without limitation, interlocking management or ownership; identity of interests among family members; shared facilities and equipment; common use of employees; and organization of a business entity following the ineligibility of a business entity to do business with the County under the standards set forth in the Certifications included in this EDS, using substantially the same management, ownership or principals as the ineligible entity.
>
> ***"Bidder," "Proposer," "Undersigned,"*** or ***"Applicant,"*** is the person or entity executing this EDS. Upon award and execution of a Contract by the County, the Bidder, Proposer, Undersigned or Applicant, as the case may be, shall become the Contractor or Contracting Party.
>
> ***"Proposal,"*** for purposes of this EDS, is the Undersigned's complete response to an RFP/RFQ, or if no RFQ/RFP was issued by the County, the "Proposal" is such other proposal, quote or offer submitted by the Undersigned, and in any event a "Proposal" includes this EDS .
>
> ***"Code"*** means the Code of Ordinances, Cook County, Illinois available through the Cook County Clerk's Office website (http://www.cookctyclerk.com/sub/ordinances.asp). This page can also be accessed by going to www.cookctyclerk.com, clicking on the tab labeled "County Board Proceedings," and then clicking on the link to "Cook County Ordinances."
>
> ***"Contractor"*** or ***"Contracting Party"*** means the Bidder, Proposer or Applicant with whom the County has entered into a Contract.
>
> ***"EDS"*** means this complete Economic Disclosure Statement and Execution Document, including all sections listed in the Index and any attachments.
>
> ***"Lobby"*** or "lobbying" means to, for compensation, attempt to influence a County official or County employee with respect to any County matter.
>
> ***"Lobbyist"*** means any person or entity who lobbies.
>
> ***"Prohibited Acts"*** means any of the actions or occurrences which form the basis for disqualification under the Code, or under the Certifications hereinafter set forth.

Sections 1 through 3: MBE/WBE Documentation. Sections 1 and 2 must be completed in order to satisfy the requirements of the County's MBE/WBE Ordinance, as set forth in the Contract Documents, if applicable. If the Undersigned believes a waiver is appropriate and necessary, Section 3, the Petition for Waiver of MBE/WBE Participation must be completed.

Section 4: Certifications. Section 4 sets forth certifications that are required for contracting parties under the Code. Execution of this EDS constitutes a warranty that all the statements and certifications contained, and all the facts stated, in the Certifications are true, correct and complete as of the date of execution.

Section 5: Economic and Other Disclosures Statement. Section 5 is the County's required Economic and Other Disclosures Statement form. Execution of this EDS constitutes a warranty that all the information provided in the EDS is true, correct and complete as of the date of execution, and binds the Undersigned to the warranties, representations, agreements and acknowledgements contained therein.

INSTRUCTIONS FOR COMPLETION OF ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT

Sections 6, 7, 8, 9: Execution Forms. The Bidder executes this EDS, and the Contract, by completing and signing three copies of the appropriate Signature Page. Section 6 is the form for a sole proprietor; Section 7 is the form for a partnership or joint venture; Section 8 is the form for a Limited Liability Corporation, and Section 9 is the form for a corporation. Proper execution requires **THREE ORIGINALS**; therefore, the appropriate Signature Page must be filled in, three copies made, and all three copies must be properly signed, notarized and submitted. The forms may be printed and completed by typing or hand writing the information required.

Required Updates. The information provided in this EDS will be kept current. In the event of any change in any information provided, including but not limited to any change which would render inaccurate or incomplete any certification or statement made in this EDS, the Undersigned will supplement this EDS up to the time the County takes action, by filing an amended EDS or such other documentation as is requested.

Additional Information. The County's Governmental Ethics and Campaign Financing Ordinances, impose certain duties and obligations on persons or entities seeking County contracts, work, business, or transactions. For further information please contact the Director of Ethics at (312) 603-4304 (69 W. Washington St. Suite 3040, Chicago, IL 60602) or visit our web-site at www.cookcountygov.com and go to the Ethics Department link. The Bidder must comply fully with the applicable ordinances.

MBE/WBE UTILIZATION PLAN (SECTION 1)

BIDDER/PROPOSER HEREBY STATES that all MBE/WBE firms included in this Plan are certified MBEs/WBEs by at least one of the entities listed in the General Conditions.

BIDDER/PROPOSER MBE/WBE STATUS: (check the appropriate line)

I. X Bidder/Proposer is a certified MBE or WBE firm. (If so, attach copy of appropriate Letter of Certification)

____ Bidder/Proposer is a Joint Venture and one or more Joint Venture partners are certified MBEs or WBEs. (If so, attach copies of Letter(s) of Certification, a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the Joint Venture and a completed Joint Venture Affidavit - available from the Office of Contract Compliance)

____ Bidder/Proposer is not a certified MBE or WBE firm, nor a Joint Venture with MBE/WBE partners, but will utilize MBE and WBE firms either directly or indirectly in the performance of the Contract. (If so, complete Sections II and III).

II. X Direct Participation of MBE/WBE Firms ____ Indirect Participation of MBE/WBE Firms

Where goals have not been achieved through direct participation, Bidder/Proposer shall include documentation outlining efforts to achieve Direct Participation at the time of Bid/Proposal submission. Indirect Participation will only be considered after all efforts to achieve Direct Participation have been exhausted. Only after written documentation of Good Faith Efforts is received will Indirect Participation be considered.

MBEs/WBEs that will perform as subcontractors/suppliers/consultants include the following:

MBE/WBE Firm: Milhouse Engineering & Construction

Address: 60 East Van Buren, Suite 1501, Chicago, IL 60605

E-mail: dcrater@milhouseinc.com

Contact Person: Dolla Crater Phone: 312.987.0061

Dollar Amount Participation: $3,359,610 over the three year contract

Percent Amount of Participation: 21.64% MBE --%

*Letter of Intent attached? Yes X No ____
*Letter of Certification attached? Yes X No ____

MBE/WBE Firm: ____

Address: ____

E-mail: ____

Contact Person: ____ Phone: ____

Dollar Amount Participation: $ ____

Percent Amount of Participation: ____ --%

*Letter of Intent attached? Yes ____ No ____
*Letter of Certification attached? Yes ____ No ____

Attach additional sheets as needed.

*Additionally, all Letters of Intent, Letters of Certification and documentation of Good Faith Efforts omitted from this bid/proposal must be submitted to the Office of Contract Compliance so as to assure receipt by the Contract Compliance Administrator not later than three (3) business days after the Bid Opening date.

COOK COUNTY GOVERNMENT LETTER OF INTENT (SECTION 2)

M/WBE Firm: Milhouse Engineering & Construction, Inc.

Address: 60 East Van Buren, Suite 1501

City/State: Chicago, IL 60605

Phone: 312.987.0061 Fax: 312.987.0071

Email: jzurad@milhouseinc.com

Certifying Agency: City of Chicago

Certification Expiration Date: May 15, 2019

FEIN# 36-4468621

Contact Person: Joseph T. Zurad

Contract#: 1323-13201

Participation: [X] Direct [ ]Indirect

Will the M/WBE firm be subcontracting any of the performance of this contract to another firm?

[X] No [ ] Yes-Please attach explanation. Proposed Subcontractor:----------

The undersigned M/WBE is prepared to provide the following Commodities/Services for the above named Project/ Contract:

Engineering Services

Indicate the **Dollar Amount, or Percentage,** and the **Terms of Payment** for the above-described Commodities/ Services:

A total of $3,359,610 over the three year term, which equates to 21.64% MBE participation

(If more space is needed to fully describe M/WBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement conditioned upon the Bidder/Proposer's receipt of a signed contract from the County of Cook. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/ Supply and Fee/Cost were completed.

Signature *(M/WBE)*

Signature *(Prime Bidder/Proposer)*

Dolla Crater
Print Name

Jack Houze
Print Name

Milhouse Engineering & Construction, Inc.
Firm Name

CBRE, Inc.
Firm Name

July 2, 2014
Date Date

July 2, 2014
Date

Subscribed and sworn before me
this 2nd day of July, 2014.
Notary Public LaTasha Dedeaux

SEAL OFFICIAL SEAL
LATASHA DEDEUX
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 04/15/2017

Subscribed and sworn before me
this 2 day of July, 2014.
Notary Public Tracy O'Shea

SEAL

OFFICIAL SEAL
TRACY O'SHEA
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:07/11/14

DEPARTMENT OF PROCUREMENT SERVICES

CITY OF CHICAGO

MAY 21 2014

Wilbur C. Milhouse, III.
Milhouse Engineering and Construction, Inc.
60 East Van Buren Street, Suite 1501
Chicago, IL 60605

Dear Mr. Milhouse:

We are pleased to inform you that **Milhouse Engineering and Construction, Inc.** has been recertified as a **Minority Business Enterprise ("MBE")** by the City of Chicago ("City"). This **MBE** certification is valid until **05/15/2019**; however your firm's certification must be revalidated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. As a consequence, we require you to be even more diligent in filing your **annual No-Change Affidavit 60 days** before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification during the five year period stated above, you must file an annual No-Change Affidavit. Your firm's **annual No-Change Affidavit** is due by **05/15/2015, 05/15/2015, 05/15/16, 05/15/17, and 05/15/2018.** Please remember, you have an affirmative duty to file your **No-Change Affidavit 60 days** prior to the date of expiration. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

Your firm's five year certification will expire on **05/15/2019**. You have an affirmative duty to file for recertification **60 days** prior to the date of the five year anniversary date. Therefore, you must file for recertification by **03/15/2019.**

It is important to note that you also have an ongoing affirmative duty to notify the City of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification **within 10 days** of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, gross receipts and or personal net worth that exceed the program threshold. Failure to provide the City with timely notice of such changes may result in the suspension or rescission of your certification. In addition, you may be liable for civil penalties under Chapter 1-22, "False Claims", of the Municipal Code of Chicago.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a **MBE** if you fail to:

- File your annual No-Change Affidavit within the required time period;
- Provide financial or other records requested pursuant to an audit within the required time period;
- Notify the City of any changes affecting your firm's certification **within 10 days** of such change; or

- File your recertification within the required time period.

Please be reminded of your contractual obligation to cooperate with the City with respect to any reviews, audits or investigation of its contracts and affirmative action programs. We strongly encourage you to assist us in maintaining the integrity of our programs by reporting instances or suspicions of fraud or abuse to the **City's Inspector General at chicagoinspectorgeneral.org, or 866-IG-TIPLINE (866-448-4754).**

Be advised that if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. In addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining a contract with the City by falsely representing the individual or entity, or the individual or entity assisted is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months, or a fine of not less than $5,000 and not more than $10,000 or both.

Your firm's name will be listed in the City's Directory of Minority and Women-Owned Business Enterprises in the specialty area(s) of:

NAICS Code(s):
236220 - Commercial Building Construction
236220 - Commercial Building Construction General Contractors
236220 - Construction Management, Commercial and Institutional Building
237110 - Sewage Collection and Disposal Line Construction
237110 - Utility Line (i.e., sewer, water), Construction
237310 - Construction Management, Highway, Road, Street and Bridge
238320 - Painting (except roof) Contractors
238350 - Finish Carpentry
541310 - Architectural (except landscape) Services
541310 - Building Architectural Design Services
541330 - Civil Engineering Services
541330 - Electrical Engineering Services
541330 - Engineering Consulting Services
541330 - Mechanical Engineering Services
541330 - Traffic Engineering Consulting Services
541350 - Building Inspection Services
541512 - Computer-aided Design (CAD) Systems Integration Design Services
541620 - Environmental Consulting Services

Your firm's participation on City contracts will be credited only toward **Minority Business Enterprise** goals in your area(s) specialty. While your participation on City contracts is not limited to your area of specialty, credit toward goals will be given only for work that is self-performed and providing a commercially useful function that is done in the approved specialty category.

Thank you for your interest in the City's Minority and Women-Owned Business Enterprise (MBE/WBE) Program.

Sincerely,

Jamie L. Rhee
Chief Procurement Officer

JLR/sl

MBE/WBE UTILIZATION PLAN (SECTION 1)

BIDDER/PROPOSER HEREBY STATES that all MBE/WBE firms included in this Plan are certified MBEs/WBEs by at least one of the entities listed in the General Conditions.

BIDDER/PROPOSER MBE/WBE STATUS: (check the appropriate line)

I. X Bidder/Proposer is a certified MBE or WBE firm. (If so, attach copy of appropriate Letter of Certification)

____ Bidder/Proposer is a Joint Venture and one or more Joint Venture partners are certified MBEs or WBEs. (If so, attach copies of Letter(s) of Certification, a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the Joint Venture and a completed Joint Venture Affidavit- available from the Office of Contract Compliance)

____ Bidder/Proposer is not a certified MBE or WBE firm, nor a Joint Venture with MBE/WBE partners, but will utilize MBE and WBE firms either directly or indirectly in the performance of the Contract. (If so, complete Sections II and III).

II. X Direct Participation of MBE/WBE Firms ____ Indirect Participation of MBE/WBE Firms

Where goals have not been achieved through direct participation, Bidder/Proposer shall include documentation outlining efforts to achieve Direct Participation at the time of Bid/Proposal submission. Indirect Participation will only be considered after all efforts to achieve Direct Participation have been exhausted. Only after written documentation of Good Faith Efforts is received will Indirect Participation be considered.

MBEs/WBEs that will perform as subcontractors/suppliers/consultants include the following:

MBE/WBE Firm: Star Detective & Security Agency

Address: 813 East 75th Street, Chicago, IL 60619

E-mail: jhuckabee@starsecurityinc.com

Contact Person: J. Huckabee Phone: 773.874.1900

Dollar Amount Participation: $1,580,400 ✓

Percent Amount of Participation: 10.18% MBE ✓ ...%

*Letter of Intent attached? Yes X No ____

*Letter of Certification attached? Yes X No ____

MBE/WBE Firm: ____

Address: ____

E-mail: ____

Contact Person: ____ Phone: ____

Dollar Amount Participation: $____

Percent Amount of Participation: ____ ...%

*Letter of Intent attached? Yes ____ No ____

*Letter of Certification attached? Yes ____ No ____

Attach additional sheets as needed.

*Additionally, all Letters of Intent, Letters of Certification and documentation of Good Faith Efforts omitted from this bid/proposal must be submitted to the Office of Contract Compliance so as to assure receipt by the Contract Compliance Administrator not later than three (3) business days after the Bid Opening date.

COOK COUNTY GOVERNMENT LETTER OF INTENT (SECTION 2)

M/WBE Firm: Star Detective & Security, Assoc.

Address: 813 East 75th Street

City/State: Chicago, IL 60619

Phone: 773.874.1900 Fax: 773.874.8654

Email: jhuckabee@starsecurityinc.com

Certifying Agency: City of Chicago

Certification Expiration Date: February 15, 2018

FEIN# 36-2604200

Contact Person: James Huckabee

Contract#: 1323-13201

Participation: [X] Direct [ ] Indirect

Will the M/WBE firm be subcontracting any of the performance of this contract to another firm?

[X] No [ ] Yes-Please attach explanation. Proposed Subcontractor:----------

The undersigned MJWBE is prepared to provide the following Commodities/Services for the above named Project/ Contract:

Unarmed Security Services

Indicate the Dollar Amount, or Percentage, and the Terms of Payment for the above-described Commodities/ Services:

A total of $1,580,400 over the three year term which equates to 10.18% of MBE Participation

(If more space is needed to fully describe M/WBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement conditioned upon the Bidder/Proposer's receipt of a signed contract from the County of Cook. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/ Supply and Fee/Cost were completed.

Signature *(M/WBE)*

Signature *(Prime Bidder/Proposer)*

James Huckabee
Print Name

Jack Houze
Print Name

Star Detective & Security Agency, Inc.
Firm Name

CBRE, Inc.
Firm Name

7/2/2014
Date

7/2/2014
Date

Subscribed and sworn before me

this 2 day of July, 20 14

Notary Public Andrea Anderson

SEAL

"OFFICIAL SEAL"
ANDREA ANDERSON
Notary Public, State of Illinois
My Commission Expires Oct. 13, 2017

Subscribed and sworn before me

this 2 day of July, 20 14

Notary Public Tracy O'Shea

SEAL

OFFICIAL SEAL
TRACY O'SHEA
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:07/11/14

DEPARTMENT OF PROCUREMENT SERVICES

CITY OF CHICAGO

MAR 04 2014

Ms. Almeda E. Dunn
Star Detective and Security Agency, Inc.
813 East 75th Street
Chicago, IL 60619

Dear Ms. Dunn:

We are pleased to inform you that **Star Detective and Security Agency, Inc.**, has been recertified as a **Minority Business Enterprise ("MBE") and Women Business Enterprise ("WBE")** by the City of Chicago ("City"). This **MBE/WBE** certification is valid until **2/15/2018**; however your firm's certification must be revalidated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. As a consequence, we require you to be even more diligent in filing your **annual No-Change Affidavit 60 days** before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification during the five year period stated above, you must file an annual No-Change Affidavit. Your firm's **annual No-Change Affidavit** is due by **2/15/2015, 2/15/2016, and 2/15/2017.** Please remember, you have an affirmative duty to file your **No-Change Affidavit 60 days** prior to the date of expiration. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

Your firm's five year certification will expire on **2/15/2018**. You have an affirmative duty to file for recertification **60 days** prior to the date of the five year anniversary date. Therefore, you must file for recertification by **12/15/2017.**

It is important to note that you also have an ongoing affirmative duty to notify the City of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification **within 10 days** of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, gross receipts and or personal net worth that exceed the program threshold. Failure to provide the City with timely notice of such changes may result in the suspension or rescission of your certification. In addition, you may be liable for civil penalties under Chapter 1-22, "False Claims", of the Municipal Code of Chicago.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a **MBE/WBE** if you fail to:

DW.

- File your annual No-Change Affidavit within the required time period;
- Provide financial or other records requested pursuant to an audit within the required time period;
- Notify the City of any changes affecting your firm's certification **within 10 days** of such change; or
- File your recertification within the required time period.

Please be reminded of your contractual obligation to cooperate with the City with respect to any reviews, audits or investigation of its contracts and affirmative action programs. We strongly encourage you to assist us in maintaining the integrity of our programs by reporting instances or suspicions of fraud or abuse to the **City's Inspector General at chicagoinspectorgeneral.org, or 866-IG-TIPLINE (866-448-4754).**

Be advised that if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. In addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining a contract with the City by falsely representing the individual or entity, or the individual or entity assisted is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months, or a fine of not less than $5,000 and not more than $10,000 or both.

Your firm's name will be listed in the City's Directory of Minority and Women-Owned Business Enterprises in the specialty area(s) of:

NAICS Code(s):
561612 – Security Guards and Patrol Services

Your firm's participation on City contracts will be credited only toward **Minority Business Enterprise and Women Business Enterprise** goals in your area(s) specialty. While your participation on City contracts is not limited to your area of specialty, credit toward goals will be given only for work that is self-performed and providing a commercially useful function that is done in the approved specialty category.

Thank you for your interest in the City's Minority and Women-Owned Business Enterprise (MBE/WBE) Program.

Sincerely,

Jamie L. Rhee
Chief Procurement Officer

JLR/cm

MBE/WBE UTILIZATION PLAN (SECTION 1)

BIDDER/PROPOSER HEREBY STATES that all MBE/WBE firms included in this Plan are certified MBEs/WBEs by at least one of the entities listed in the General Conditions.

BIDDER/PROPOSER MBE/WBE STATUS: (check the appropriate line)

I. X Bidder/Proposer is a certified MBE or WBE firm. (If so, attach copy of appropriate Letter of Certification)

____ Bidder/Proposer is a Joint Venture and one or more Joint Venture partners are certified MBEs or WBEs. (If so, attach copies of Letter(s) of Certification, a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the Joint Venture and a completed Joint Venture Affidavit- available from the Office of Contract Compliance)

____ Bidder/Proposer is not a certified MBE or WBE firm, nor a Joint Venture with MBE/WBE partners, but will utilize MBE and WBE firms either directly or indirectly in the performance of the Contract. (If so, complete Sections II and III).

II. X Direct Participation of MBE/WBE Firms ____ Indirect Participation of MBE/WBE Firms

Where goals have not been achieved through direct participation, Bidder/Proposer shall include documentation outlining efforts to achieve Direct Participation at the time of Bid/Proposal submission. Indirect Participation will only be considered after all efforts to achieve Direct Participation have been exhausted. Only after written documentation of Good Faith Efforts is received will Indirect Participation be considered.

MBEs/WBEs that will perform as subcontractors/suppliers/consultants include the following:

MBE/WBE Firm: Triad Consulting Services

Address: 118 North Clinton, Chicago, IL 60661

E-mail: cliffmaani@triad-services.com

Contact Person: Cliff Maani Phone: 312.415.4779

Dollar Amount Participation: $1,560,000

Percent Amount of Participation: 10.05% WBE 10.04% --%

*Letter of Intent attached? Yes X No ____
*Letter of Certification attached? Yes X No ____

MBE/WBE Firm: ____

Address: ____

E-mail: ____

Contact Person: ____ Phone: ____

Dollar Amount Participation: $____

Percent Amount of Participation: ____ --%

*Letter of Intent attached? Yes ____ No ____
*Letter of Certification attached? Yes ____ No ____

Attach additional sheets as needed.

*Additionally, all Letters of Intent, Letters of Certification and documentation of Good Faith Efforts omitted from this bid/proposal must be submitted to the Office of Contract Compliance so as to assure receipt by the Contract Compliance Administrator not later than three (3) business days after the Bid Opening date.

COOK COUNTY GOVERNMENT LETTER OF INTENT (SECTION 2)

M/WBE Firm: Triad Consulting Services

Address: 118 North Clinton

City/State: Chicago, IL 60661

Phone: 312.863.2500 Fax: 312.863.2501

Email: www.triad.services.com

Certifying Agency: City of Chicago

Certification Expiration Date: September 30, 2014

FEIN# 36-3993888

Contact Person: Cliff Manni

Contract#: 1828-13201

Participation: [X] Direct [ ] Indirect

Will the M/WBE firm be subcontracting any of the performance of this contract to another firm?

[X] No [ ] Yes-Please attach explanation. Proposed Subcontractor:

The undersigned M/WBE is prepared to provide the following Commodities/Services for the above named Project/ Contract:

Janitorial Services

Indicate the Dollar Amount, or Percentage, and the Terms of Payment for the above-described Commodities/ Services:

A total of $1,560,000 over the three year term which equates to 10.05% WBE Participation

(If more space is needed to fully describe M/WBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement conditioned upon the Bidder/Proposer's receipt of a signed contract from the County of Cook. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/ Supply and Fee/Cost were completed.

Cliff Manni
Signature (M/WBE)

Jack Houze
Signature (Prime Bidder/Proposer)

Cliff Manni
Print Name

Jack Houze
Print Name

Triad Consulting Services
Firm Name

CBRE, Inc.
Firm Name

7-2-2014
Date

7/2/2014
Date

Subscribed and sworn before me

this 3 day of July 2014

Notary Public Halina Madej

SEAL

OFFICIAL SEAL
HALINA MADEJ
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXPIRES 08-13-14

Subscribed and sworn before me

this 2 day of July 2014

Notary Public Barbara Webber

SEAL

OFFICIAL SEAL
BARBARA WEBBER
Notary Public - State of Illinois
My Commission Expires Feb 4, 2017

DEPARTMENT OF PROCUREMENT SERVICES

CITY OF CHICAGO

nikkizollar@triad-services.com

June 9, 2014

Nikki M. Zollar
Triad Consulting Services, Inc.
118 North Clinton - Suite 200
Chicago, IL 60661-2386

Dear Ms. Zollar:

This letter is to inform you that the City of Chicago has extended your status as a **Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) until September 30, 2014.** We are providing this extension to allow enough time to provide any additional documentation that your application may be missing and for our office to complete our review of all of the submitted documents.

This extension does not guarantee eligibility in the program but will act as a courtesy extension until we receive all of the required documentation and complete a review of that documentation.

Please present this letter as evidence of your certification to be included with bid document submittals as needed.

If you have any questions, please feel free to call our office at 312-744-1929.

Sincerely,

George Coleman, Jr.
Deputy Procurement Officer

GC/sl

PETITION FOR WAIVER OF MBE/WBE PARTICIPATION (SECTION 3)

A. BIDDER/PROPOSER HEREBY REQUESTS:

☐ **FULL MBE WAIVER** ☐ **FULL WBE WAIVER**

☐ **REDUCTION (PARTIAL MBE and/or WBE PARTICIPATION)**

_____ % of Reduction for MBE Participation
_____ % of Reduction for WBE Participation

B. REASON FOR FULL/REDUCTION WAIVER REQUEST

Bidder/Proposer shall check each item applicable to its reason for a waiver request. Additionally, supporting documentation shall be submitted with this request. If such supporting documentation cannot be submitted with bid/proposal/quotation, such documentation shall be submitted directly to the Office of Contract Compliance no later than three (3) days from the date of submission date.

☐ (1) Lack of sufficient qualified MBEs and/or WBEs capable of providing the goods or services required by the contract. **(Please explain)**

☐ (2) The specifications and necessary requirements for performing the contract make it impossible or economically infeasible to divide the contract to enable the contractor to utilize MBEs and/or WBEs in accordance with the applicable participation. **(Please explain)**

☐ (3) Price(s) quoted by potential MBEs and/or WBEs are above competitive levels and increase cost of doing business and would make acceptance of such MBE and/or WBE bid economically impracticable, taking into consideration the percentage of total contract price represented by such MBE and/or WBE bid. **(Please explain)**

☐ (4) There are other relevant factors making it impossible or economically infeasible to utilize MBE and/or WBE firms. **(Please explain)**

C. GOOD FAITH EFFORTS TO OBTAIN MBE/WBE PARTICIPATION

☐ (1) Made timely written solicitation to identified MBEs and WBEs for utilization of goods and/or services; and provided MBEs and WBEs with a timely opportunity to review and obtain relevant specifications, terms and conditions of the proposal to enable MBEs and WBEs to prepare an informed response to solicitation. **(Please attach)**

☐ (2) Followed up initial solicitation of MBEs and WBEs to determine if firms are interested in doing business. **(Please attach)**

☐ (3) Advertised in a timely manner in one or more daily newspapers and/or trade publication for MBEs and WBEs for supply of goods and services. **(Please attach)**

☐ (4) Used the services and assistance of the Office of Contract Compliance staff. **(Please explain)**

☐ (5) Engaged MBEs & WBEs for indirect participation. **(Please explain)**

D. OTHER RELEVANT INFORMATION

Attach any other documentation relative to Good Faith Efforts in complying with MBE/WBE participation.

- Contains trade secrets and/or private information

CERTIFICATIONS (SECTION 4)

THE FOLLOWING CERTIFICATIONS ARE MADE PURSUANT TO STATE LAW AND THE CODE. THE UNDERSIGNED IS CAUTIONED TO CAREFULLY READ THESE CERTIFICATIONS PRIOR TO SIGNING THE SIGNATURE PAGE. SIGNING THE SIGNATURE PAGE SHALL CONSTITUTE A WARRANTY BY THE UNDERSIGNED THAT ALL THE STATEMENTS, CERTIFICATIONS AND INFORMATION SET FORTH WITHIN THESE CERTIFICATIONS ARE TRUE, COMPLETE AND CORRECT AS OF THE DATE THE SIGNATURE PAGE IS SIGNED. THE UNDERSIGNED IS NOTIFIED THAT IF THE COUNTY LEARNS THAT ANY OF THE FOLLOWING CERTIFICATIONS WERE FALSELY MADE, THAT ANY CONTRACT ENTERED INTO WITH THE UNDERSIGNED SHALL BE SUBJECT TO TERMINATION.

A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

No person or business entity shall be awarded a contract or sub-contract, for a period of five (5) years from the date of conviction or entry of a plea or admission of guilt, civil or criminal, if that person or business entity:

1) Has been convicted of an act committed, within the State of Illinois, of bribery or attempting to bribe an officer or employee of a unit of state, federal or local government or school district in the State of Illinois in that officer's or employee's official capacity;

2) Has been convicted by federal, state or local government of an act of bid-rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act. Act. 15 U.S.C. Section 1 *et seq.;*

3) Has been convicted of bid-rigging or attempting to rig bids under the laws of federal, state or local government;

4) Has been convicted of an act committed, within the State, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and the Clayton Act. 15 U.S.C. Section 1, *et seq.;*

5) Has been convicted of price-fixing or attempting to fix prices under the laws the State;

6) Has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois;

7) Has made an admission of guilt of such conduct as set forth in subsections (1) through (6) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to; or

8) Has entered a plea of *nolo contendere* to charge of bribery, price-fixing, bid-rigging, or fraud, as set forth in sub-paragraphs (1) through (6) above.

In the case of bribery or attempting to bribe, a business entity may not be awarded a contract if an official, agent or employee of such business entity committed the Prohibited Act on behalf of the business entity and pursuant to the direction or authorization of an officer, director or other responsible official of the business entity, and such Prohibited Act occurred within three years prior to the award of the contract. In addition, a business entity shall be disqualified if an owner, partner or shareholder controlling, directly or indirectly, 20 % or more of the business entity, or an officer of the business entity has performed any Prohibited Act within five years prior to the award of the Contract.

THE UNDERSIGNED HEREBY CERTIFIES THAT: The Undersigned has read the provisions of Section A, Persons and Entities Subject to Disqualification, that the Undersigned has not committed any Prohibited Act set forth in Section A, and that award of the Contract to the Undersigned would not violate the provisions of such Section or of the Code.

B. BID-RIGGING OR BID ROTATING

THE UNDERSIGNED HEREBY CERTIFIES THAT: *In accordance with 720 ILCS 5/33 E-11, neither the Undersigned nor any Affiliated Entity is barred from award of this Contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid rotating.*

C. DRUG FREE WORKPLACE ACT

THE UNDERSIGNED HEREBY CERTIFIES THAT: The Undersigned will provide a drug free workplace, as required by Public Act 86-1459 (30 ILCS 580/2-11).

D. DELINQUENCY IN PAYMENT OF TAXES

***THE UNDERSIGNED HEREBY CERTIFIES THAT**: The Undersigned is not an owner or a party responsible for the payment of any tax or fee administered by Cook County, by a local municipality, or by the Illinois Department of Revenue, which such tax or fee is delinquent, such as bar award of a contract or subcontract pursuant to the Code, Chapter 34, Section 34-129.*

E. HUMAN RIGHTS ORDINANCE

No person who is a party to a contract with Cook County ("County") shall engage in unlawful discrimination or sexual harassment against any individual in the terms or conditions of employment, credit, public accommodations, housing, or provision of County facilities, services or programs (Code Chapter 42, Section 42-30 *et seq*).

F. ILLINOIS HUMAN RIGHTS ACT

***THE UNDERSIGNED HEREBY CERTIFIES THAT:** It is in compliance with the the Illinois Human Rights Act (775 ILCS 5/2-105), and agrees to abide by the requirements of the Act as part of its contractual obligations.*

G. MACBRIDE PRINCIPLES, CODE CHAPTER 34, SECTION 34-132

If the primary contractor currently conducts business operations in Northern Ireland, or will conduct business during the projected duration of a County contract, the primary contractor shall make all reasonable and good faith efforts to conduct any such business operations in Northern Ireland in accordance with the MacBride Principles for Northern Ireland as defined in Illinois Public Act 85-1390.

H. LIVING WAGE ORDINANCE PREFERENCE (COOK COUNTY CODE, CHAPTER 34, SECTION 34-127;

The Code requires that a living wage must be paid to individuals employed by a Contractor which has a County Contract and by all subcontractors of such Contractor under a County Contract, throughout the duration of such County Contract. The amount of such living wage is determined from time to time by, and is available from, the Chief Financial Officer of the County.

For purposes of this EDS Section 4, H, "Contract" means any written agreement whereby the County is committed to or does expend funds in connection with the agreement or subcontract thereof. The term "Contract" as used in this EDS, Section 4, I, specifically excludes contracts with the following:

1) Not-For Profit Organizations (defined as a corporation having tax exempt status under Section 501(C)(3) of the United State Internal Revenue Code and recognized under the Illinois State not-for -profit law);

2) Community Development Block Grants;

3) Cook County Works Department;

4) Sheriff's Work Alternative Program; and

5) Department of Correction inmates.

REQUIRED DISCLOSURES (SECTION 5)

1. DISCLOSURE OF LOBBYIST CONTACTS

List all persons or entities that have made lobbying contacts on your behalf with respect to this contract:

Name	Address
n/a	

2. LOCAL BUSINESS PREFERENCE DISCLOSURE; CODE, CHAPTER 34, SECTION 34-151(p);

"Local Business" shall mean a person authorized to transact business in this State and having a bona fide establishment for transacting business located within Cook County at which it was actually transacting business on the date when any competitive solicitation for a public contract is first advertised or announced and further which employs the majority of its regular, full time work force within Cook County, including a foreign corporation duly authorized to transact business in this State and which has a bona fide establishment for transacting business located within Cook County at which it was actually transacting business on the date when any competitive solicitation for a public contract is first advertised or announced and further which employs the majority of its regular, full time work force within Cook County.

a) Is Bidder a "Local Business" as defined above?

Yes: X No: _____

b) If yes, list business addresses within Cook County:

CBRE Chicago
311 South Wacker Drive Ste 400
Chicago IL 60606

c) Does Bidder employ the majority of its regular full-time workforce within Cook County?

Yes: X No: _____

3. THE CHILD SUPPORT ENFORCEMENT ORDINANCE (PREFERENCE (CODE, CHAPTER 34, SECTION 34-366)

Every Applicant for a County Privilege shall be in full compliance with any child support order before such Applicant is entitled to receive or renew a County Privilege. When delinquent child support exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege.

All Applicants are required to review the Cook County Affidavit of Child Support Obligations attached to this EDS (EDS-8) and complete the following, based upon the definitions and other information included in such Affidavit.

- Contains trade secrets and/or private information

4. REAL ESTATE OWNERSHIP DISCLOSURES.

The Undersigned must indicate by checking the appropriate provision below and providing all required information that either:

a) The following is a complete list of all real estate owned by the Undersigned in Cook County:

PERMANENT INDEX NUMBER(S): _____

_____

_____

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

b) _X_ The Undersigned owns no real estate in Cook County.

5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.

If the Undersigned is unable to certify to any of the Certifications or any other statements contained in this EDS and not explained elsewhere in this EDS, the Undersigned must explain below:

None.

If the letters, "NA", the word "None" or "No Response" appears above, or if the space is left blank, it will be conclusively presumed that the Undersigned certified to all Certifications and other statements contained in this EDS.

- contains trade secrets and/or private information

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

The Cook County Code of Ordinances (§2-610 *et seq.*) requires that any Applicant for any County Action must disclose information concerning ownership interests in the Applicant. This Disclosure of Ownership Interest Statement must be completed with all information current as of the date this Statement is signed. Furthermore, this Statement must be kept current, by filing an amended Statement, until such time as the County Board or County Agency shall take action on the application. The information contained in this Statement will be maintained in a database and made available for public viewing.

If you are asked to list names, but there are no applicable names to list, you must state NONE. An incomplete Statement will be returned and any action regarding this contract will be delayed. A failure to fully comply with the ordinance may result in the action taken by the County Board or County Agency being voided.

"*Applicant*" means any Entity or person making an application to the County for any County Action.

"County Action" means any action by a County Agency, a County Department, or the County Board regarding an ordinance or ordinance amendment, a County Board approval, or other County agency approval, with respect to contracts, leases, or sale or purchase of real estate.

"Entity" or *"Legal Entity"* means a sole proprietorship, corporation, partnership, association, business trust, estate, two or more persons having a joint or common interest, trustee of a land trust, other commercial or legal entity or any beneficiary or beneficiaries thereof.

This Disclosure of Ownership Interest Statement must be submitted by :

1. An Applicant for County Action and

2. An individual or Legal Entity that holds stock or a beneficial interest in the Applicant and is listed on the Applicant's Statement (a "Holder") must file a Statement and complete #1 only under **Ownership Interest Declaration**.

Please print or type responses clearly and legibly. Add additional pages if needed, being careful to identify each portion of the form to which each additional page refers.

This Statement is being made by the [X] Applicant or [ ] Stock/Beneficial Interest Holder

This Statement is an: [X] Original Statement or [ ] Amended Statement

Identifying Information:

Name CBRE, INC. D/B/A: _____ EIN NO.: 95-2743174

Street Address: 400 South Hope Street 26th Floor

City: Los Angeles State: CA Zip Code: 90071

Phone No.: 310.405.8900

Form of Legal Entity:

[ ] Sole Proprietor [ ] Partnership [X] Corporation [ ] Trustee of Land Trust

[ ] Business Trust [ ] Estate [ ] Association [ ] Joint Venture

[ ] Other (describe) _____

 - contains trade secrets and/or private information

Ownership Interest Declaration:

1. List the name(s), address, and percent ownership of each individual and each Entity having a legal or beneficial interest (including ownership) of more than five percent (5%) in the Applicant/Holder.

Name	Address	Percentage Interest in Applicant/Holder
Trammell Crow Company, LLC.	2100 McKinney Ave Ste 800 Dallas TX 75201	100 %

2. If the interest of any individual or any Entity listed in (1) above is held as an agent or agents, or a nominee or nominees, list the name and address of the principal on whose behalf the interest is held.

Name of Agent/Nominee	Name of Principal	Principal's Address
n/a		

3. Is the Applicant constructively controlled by another person or Legal Entity? [✓] Yes [ ] No

If yes, state the name, address and percentage of beneficial interest of such person or legal entity, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship
CBRE Group Inc.	400 South Hope Street 26th Floor Los Angeles CA 90071	100 %	parent company

Declaration (check the applicable box):

[✓] I state under oath that the Applicant has withheld no disclosure as to ownership interest in the Applicant nor eserved any information, data or plan as to the intended use or purpose for which the Applicant seeks County Board or other County Agency action.

[ ] I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.

ROB ROY, JR.
Name of Authorized Applicant/Holder Representative (please print or type)

SENIOR MANAGING DIRECTOR
Title

Rob Roy
Signature

1-14-14
Date

ROB.ROY@CBRE.COM
E-mail address

512-536-0385
Phone Number

Subscribed to and sworn before me this 14th day of Jan, 2014

x Kelli Hurley
Notary Public Signature

My commission expires:

KELLI HURLEY
Notary Public, State of Texas
My Commission Expires
December 02, 2016

Notary Seal

EDS-10

- contains trade secrets and/or private information

1.10.13

COOK COUNTY BOARD OF ETHICS
69 W. WASHINGTON STREET, SUITE 3040
CHICAGO, ILLINOIS 60602
312/603-4304
312/603-9988 FAX 312/603-1011 TT/TDD

FAMILIAL RELATIONSHIP DISCLOSURE PROVISION:

Section 2-582 of the Cook County Ethics Ordinance requires any person or persons doing business with Cook County, upon execution of a contract with Cook County, to disclose to the Cook County Board of Ethics the existence of familial relationships they may have with all persons holding elective office in the State of Illinois, the County of Cook, or in any municipality within the County of Cook.

The disclosure required by this section shall be filed by January 1 of each calendar year or within thirty (30) days of the execution of any contract or lease. Any person filing a late disclosure statement after January 31 shall be assessed a late filing fee of $100.00 per day that the disclosure is late. Any person found guilty of violating any provision of this section or knowingly filing a false, misleading, or incomplete disclosure to the Cook County Board of Ethics shall be prohibited, for a period of three (3) years, from engaging, directly or indirectly, in any business with Cook County. *Note*: Please see Chapter 2 Administration, Article VII Ethics, Section 2-582 of the Cook County Code to view the full provisions of this section.

If you have questions concerning this disclosure requirement, please call the Cook County Board of Ethics at (312) 603-4304. *Note*: A current list of contractors doing business with Cook County is available via the Cook County Board of Ethics' website at: **http://www.cookcountygov.com/taxonomy/ethics/Listings/cc_ethics_VendorList_.pdf**

DEFINITIONS:

"*Calendar year*" means January 1 to December 31 of each year.

"*Doing business*" for this Ordinance provision means any one or any combination of leases, contracts, or purchases to or with Cook County or any Cook County agency in excess of $25,000 in any calendar year.

"*Familial relationship*" means a person who is related to an official or employee as spouse or any of the following, whether by blood, marriage or adoption:

- Parent
- Child
- Brother
- Sister
- Aunt
- Uncle
- Niece
- Nephew
- Grandparent
- Grandchild
- Father-in-law
- Mother-in-law
- Son-in-law
- Daughter-in-law
- Brother-in-law
- Sister-in-law
- Stepfather
- Stepmother
- Stepson
- Stepdaughter
- Stepbrother
- Stepsister
- Half-brother
- Half-sister

"*Person*" means any individual, entity, corporation, partnership, firm, association, union, trust, estate, as well as any parent or subsidiary of any of the foregoing, and whether or not operated for profit.

SWORN FAMILIAL RELATIONSHIP DISCLOSURE FORM

Pursuant to Section 2-582 of the Cook County Ethics Ordinance, any *person* doing business** with Cook County must disclose, to the Cook County Board of Ethics, the existence of *familial relationships** to any person holding elective office in the State of Illinois, Cook County, or in any municipality within Cook County. Please print your responses.

Name of Owner/Employee: _____ Title: _____

Business Entity Name: _____ Phone: _____

Business Entity Address: _____

_____ The following familial relationship exists between the owner or any employee of the business entity contracted to do business with Cook County ***and*** any person holding elective office in the State of Illinois, Cook County, or in any municipality within Cook County.

	Owner/Employee Name:	Related to:	Relationship:
1.			
2.			
3.			
4.			
5.			

If more space is needed, attach an additional sheet following the above format.

X There is ***no*** familial relationship that exists between the owner or any employee of the business entity contracted to do business with Cook County and any person holding elective office in the State of Illinois, Cook County, or in any municipality within Cook County.

To the best of my knowledge and belief, the information provided above is true and complete.

Owner/Employee's Signature _____ Date 1-14-14

Subscribe and sworn before me this 14th Day of January, 2014

a Notary Public in and for Travis County

Kelli Hurley
(Signature)

NOTARY PUBLIC SEAL

KELLI HURLEY
Notary Public, State of Texas
My Commission Expires
December 02, 2016

My commission expires 12-2-16

Completed forms must be filed within **30** days of the execution of any contract or lease with Cook County and should be mailed to:

Cook County Board of Ethics
69 West Washington Street,
Suite 3040
Chicago, Illinois 60602

- Contains trade secrets and/or private information

SIGNATURE BY A SOLE PROPRIETOR
(SECTION 6)

The Undersigned hereby certifies and warrants: that all of the statements, certifications and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME:_____

BUSINESS ADDRESS:_____

_____

BUSINESS TELEPHONE:_____ FAX NUMBER:_____

FEIN/SSN:_____

COOK COUNTY BUSINESS REGISTRATION NUMBER:_____

SOLE PROPRIETOR'S SIGNATURE: _____

PRINT NAME: _____

DATE: _____

Subscribed to and sworn before me this

_____ day of _____, 20___.

My commission expires:

X_____ _____

Notary Public Signature Notary Seal

- Contains trade secrets and/or private information

SIGNATURE BY A PARTNERSHIP (AND/OR A JOINT VENTURE)
(SECTION 7)

The Undersigned hereby certifies and warrants: that all of the statements, certifications, and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all of the facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege. .

BUSINESS NAME:_____

BUSINESS ADDRESS:_____

_____

BUSINESS TELEPHONE:_____ FAX NUMBER:_____

CONTACT PERSON:_____ FEIN/SSN:_____

*COOK COUNTY BUSINESS REGISTRATION NUMBER:_____

SIGNATURE OF PARTNER AUTHORIZED TO EXECUTE CONTRACTS ON BEHALF OF PARTNERSHIP:

*BY: _____

Date:_____

Subscribed to and sworn before me this

_____ day of _____, 20___.

My commission expires:

X_____ _____

Notary Public Signature Notary Seal

* **Attach hereto a partnership resolution or other document authorizing the individual signing this Signature Page to so sign on behalf of the Partnership.**

- contains trade secrets and/or private information

SIGNATURE BY A LIMITED LIABILITY CORPORATION
(SECTION 8)

The Undersigned hereby certifies and warrants: that all of the statements, certifications, and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all of the facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Procurement Director in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME:_____

BUSINESS ADDRESS:_____

BUSINESS TELEPHONE:_____ FAX NUMBER:_____

CONTACT PERSON:_____

FEIN:_____ * CORPORATE FILE NUMBER:_____

MANAGING MEMBER:_____ MANAGING MEMBER:_____

**SIGNATURE OF MANAGER: _____

ATTEST: _____

Subscribed and sworn to before me this

_____ day of _____, 20_____.

X_____ _____
Notary Public Signature Notary Seal

* **If the LLC is not registered in the State of Illinois, a copy of a current Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.**

** **Attach either a certified copy of the by-laws, articles, resolution or other authorization demonstrating such persons to sign the Signature Page on behalf of the LLC.**

- contains trade secrets and/or private information

SIGNATURE BY A CORPORATION
(SECTION 9)

The Undersigned hereby certifies and warrants: that all of the statements, certifications, and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all of the facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: CBRE, INC

BUSINESS ADDRESS: 400 SOUTH HOPE STREET, 26TH FLOOR

LOS ANGELES, CA 90071

BUSINESS TELEPHONE: 310-405-8900 FAX NUMBER: 310-405-8950

CONTACT PERSON:

FEIN: 95-2743174 *IL CORPORATE FILE NUMBER: 50812731

LIST THE FOLLOWING CORPORATE OFFICERS:

PRESIDENT: ROBERT E. SULENTIC VICE PRESIDENT: GIL BOROK

SECRETARY: LAURENCE H. MIDLER TREASURER: BEBERA FAN

**SIGNATURE OF PRESIDENT:

ATTEST: _____ **(CORPORATE SECRETARY)**

Subscribed and sworn to before me this

16 day of July, 2014

x Barbara Webber
Notary Public Signature

My commission expires:

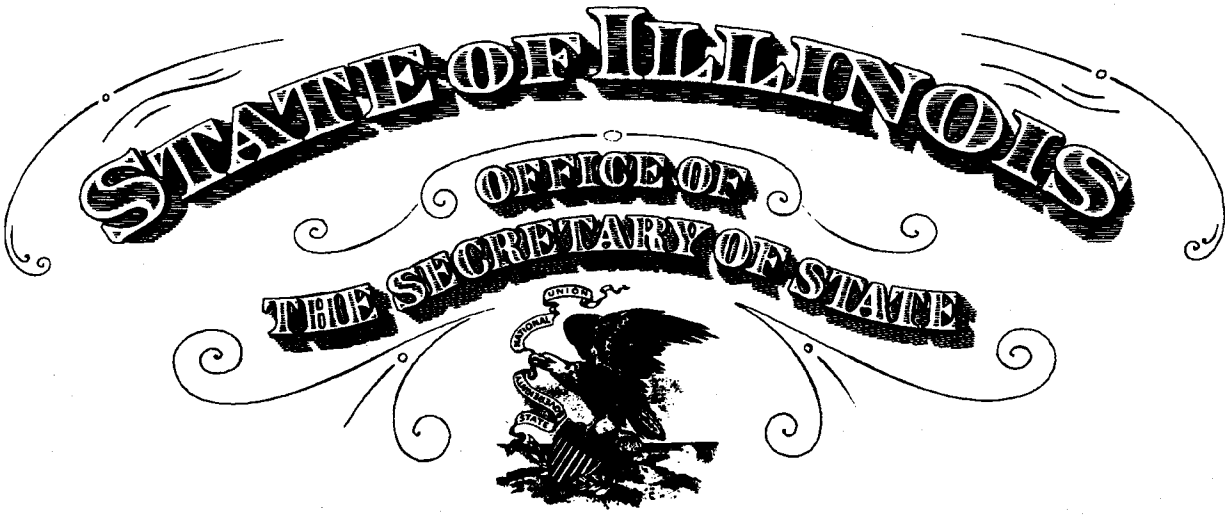
OFFICIAL SEAL
BARBARA WEBBER
Notary Public - State of Illinois
My Commission Expires Feb 4, 2017

Notary Seal

* **If the corporation is not registered in the State of Illinois, a copy of the Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.**

** **In the event that this Signature Page is signed by any persons than the President and Secretary, attach either a certified copy of the corporate by-laws, resolution or other authorization by the corporation, authorizing such persons to sign the Signature Page on behalf of the corporation.**

File Number 5081-273-1



To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that

CBRE, INC., INCORPORATED IN DELAWARE AND LICENSED TO TRANSACT BUSINESS IN THIS STATE ON JANUARY 22, 1976, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE RELATING TO THE PAYMENT OF FRANCHISE TAXES, AND AS OF THIS DATE, IS A FOREIGN CORPORATION IN GOOD STANDING AND AUTHORIZED TO TRANSACT BUSINESS IN THE STATE OF ILLINOIS.

Authentication #: 1401302276

Authenticate at: http://www.cyberdriveillinois.com

In Testimony Whereof, *I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this* 13TH *day of* JANUARY *A.D.* 2014 .

Jesse White

SECRETARY OF STATE

ASSISTANT SECRETARY'S CERTIFICATE
AND
INCUMBENCY CERTIFICATE
OF
CBRE, INC.

January 14, 2014

The undersigned Assistant Secretary of CBRE, Inc., a Delaware corporation (the "Company"), hereby certifies that she is the duly elected or appointed Assistant Secretary of the Company and does further certify that:

1. Attached hereto as Exhibit A is a true and complete copy of the Certificate of Amendment of the Second Restated Certificate of Incorporation of CB Richard Ellis, Inc. certified by the Secretary of State of the State of Delaware on October 3, 2011 changing the name of the Company from CB Richard Ellis, Inc. to CBRE, Inc., which is in full force and effect on the date hereof.

2. Attached hereto as Exhibit B is a true, correct and complete copy of the resolutions adopted by the board of directors of the Company on November 3, 2005, which resolutions have not been modified, rescinded or amended since their adoption and execution and remain in full force and effect on the date hereof.

3. Robert P. Roy, Jr. is a Senior Managing Director of the Company and presently holds such title. In such capacity, Mr. Roy is authorized to sign on behalf of the Company all agreements to which the Company is or will be a party (such as commission, listing, representation, services, management or co-brokerage agreements) and all transactional documents drafted, prepared, revised or signed by a real estate licensee for which a real estate license is required, as permitted or required by the laws, rules and regulations of the jurisdiction in which the office is located, subject to receipt of any prior approvals required under the internal policies of the Company.

IN WITNESS WHEREOF, the undersigned has executed this certificate as of the date first written above.

By: _____
Name: Cindy Kee
Title: Assistant Secretary

Exhibit A

Certificate of Amendment of the Second Restated Certificate of Incorporation of
CB Richard Ellis, Inc. filed October 3, 2011
(attached)

Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "CB RICHARD ELLIS, INC.", CHANGING ITS NAME FROM "CB RICHARD ELLIS, INC." TO "CBRE, INC.", FILED IN THIS OFFICE ON THE THIRD DAY OF OCTOBER, A.D. 2011, AT 8:02 O'CLOCK A.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.

Jeffrey W. Bullock, Secretary of State

0777218 8100

AUTHENTICATION: 9066805

111061851

DATE: 10-03-11

You may verify this certificate online at corp.delaware.gov/authver.shtml

State of Delaware
Secretary of State
Division of Corporations
Delivered 07:47 AM 10/03/2011
FILED 08:02 AM 10/03/2011
SRV 111061851 - 0777218 FILE

CERTIFICATE OF AMENDMENT

OF THE

SECOND RESTATED CERTIFICATE OF INCORPORATION

OF

CB RICHARD ELLIS, INC.

CB Richard Ellis, Inc., a corporation organized and existing under the laws of the State of Delaware (hereinafter, the "Corporation"), hereby certifies in this Certificate of Amendment of the Second Restated Certificate of Incorporation of the Corporation as follows:

1. The name of the Corporation is CB Richard Ellis, Inc. The original name under which the Corporation was incorporated in the State of Delaware is Coldwell Banker Management Corporation. The date the Corporation filed its original Certificate of Incorporation with the Secretary of State of the State of Delaware was December 15, 1971.

2. Effective on the date hereof, the Second Restated Certificate of Incorporation of the Corporation filed on December 2, 1996, is hereby amended by striking out Article FIRST thereof and by substituting in lieu of said Article FIRST the following new Article FIRST:

"FIRST: The name of the corporation is CBRE, Inc."

3. All other provisions of the Second Restated Certificate of Incorporation of the Corporation shall remain in full force and effect.

4. The foregoing amendment set forth in this Certificate of Amendment of the Second Restated Certificate of Incorporation was duly adopted in accordance with the provisions of Sections 141(f), 228 and 242 of the General Corporation Law of the State of Delaware.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned, as a duly authorized officer of the Corporation, has caused this Certificate of Amendment of the Certificate of Incorporation to be duly executed this 3rd day of October, 2011.

By: _____
Name: Laurence H. Midler
Title: Executive Vice President

Exhibit B

Managing Director and Designee authority resolutions
adopted on November 3, 2005
(attached)

ACTION BY UNANIMOUS WRITTEN CONSENT
OF
THE BOARD OF DIRECTORS
OF
CB RICHARD ELLIS, INC.

November 3, 2005

The undersigned, being the members of the Board of Directors of CB Richard Ellis, Inc., a Delaware corporation (the "Company"), acting pursuant to the Bylaws of the Company and the Delaware General Corporation Law, hereby adopt the following resolution with the same force and effect as if it has been unanimously adopted at a duly convened meeting of the Board of Directors of the Company:

> **RESOLVED,** that all Managing Directors and their designees are hereby authorized to execute all agreements to which the Company is or will be a party (such as commission, listing, representation, services, management or co-brokerage agreements) and all transactional documents drafted, prepared, revised or signed by a real estate licensee for any transaction for which a real estate license is required, as permitted or required by the laws, rules and regulations of the jurisdiction in which the office is located, subject to receipt of any prior approvals required under the internal policies of the Company.

Brett White

Kenneth J. Kay

Laurence H. Midler

COOK COUNTY SIGNATURE PAGE
(SECTION 10)

ON BEHALF OF THE COUNTY OF COOK, A BODY POLITIC AND CORPORATE OF THE STATE OF ILLINOIS, THIS CONTRACT IS HEREBY EXECUTED BY:

_____
COOK COUNTY CHIEF PROCUREMENT OFFICER

DATED AT CHICAGO, ILLINOIS THIS 5 DAY OF August, 2014.

IN THE CASE OF A BID PROPOSAL, THE COUNTY HEREBY ACCEPTS:

THE FOREGOING BID/PROPOSAL AS IDENTIFIED IN THE CONTRACT DOCUMENTS FOR CONTRACT NUMBER 1323-13201

OR

ITEM(S), SECTION(S), PART(S):_____

TOTAL AMOUNT OF CONTRACT: $ 522,000.00
(DOLLARS AND CENTS)

FUND CHARGEABLE:_____

APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS

JUL 23 2014

COM_____

APPROVED AS TO FORM:
N/A
_____
ASSISTANT STATE'S ATTORNEY
(Required on contracts over $1,000,000.00)