

DEVELOPMENT AGREEMENT  
(UNIVERSITY OF CHICAGO MEDICINE –  
CENTER FOR ADVANCED CARE- 14290 SOUTH LAGRANGE ROAD)

Between

VILLAGE OF ORLAND PARK,  
an Illinois Municipal Corporation

and

UNIVERSITY OF CHICAGO MEDICAL CENTER,  
an Illinois not-for profit corporation

Dated as of September 30<sup>th</sup> 2015

Prepared by and after recording mail to:

E. Kenneth Friker  
Klein, Thorpe and Jenkins, Ltd.  
20 N. Wacker Drive, Suite 1660  
Chicago, Illinois 60606

Permanent Tax Numbers: Parts of 27-04-417-007, -013, -015, and -016

This Document Prepared By:  
E. Kenneth Friker  
Klein, Thorpe and Jenkins, Ltd.  
20 N. Wacker Drive - Suite 1660  
Chicago, Illinois 60606  
(312) 984-6400

For Recorder's Use Only

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**DEVELOPMENT AGREEMENT  
(UNIVERSITY OF CHICAGO MEDICINE –  
CENTER FOR ADVANCED CARE -  
14290 SOUTH LAGRANGE ROAD**

**INTRODUCTION**

1. This Agreement entered into as of this 30<sup>th</sup> day of September, 2015, by and between the VILLAGE OF ORLAND PARK, an Illinois Municipal Corporation (hereinafter referred to as the "Village") and UNIVERSITY OF CHICAGO MEDICAL CENTER, an Illinois not-for-profit corporation (hereinafter referred to as "Developer").
2. The Property subject to this Agreement, legal title to which is vested in Village (excepting such portion as is dedicated to the public), and leased to Developer pursuant to a Ground Lease between the parties is legally described as follows:

**UCMC PARCEL DESCRIPTION:**

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT 50 FEET NORTH OF THE SOUTH LINE OF SAID SECTION 4 AND 275 FEET WEST OF THE EAST LINE OF SAID SECTION 4; THENCE NORTH 01 DEGREES 34 MINUTES 53 SECONDS WEST, ALONG A LINE 275.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SOUTHEAST QUARTER; THENCE NORTH 01 DEGREES 34 MINUTES 53 SECONDS WEST, 7.00 FEET TO A POINT ON A

LINE 57.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SECTION 4, ALSO BEING THE POINT OF BEGINNING;

THENCE SOUTH 87 DEGREES 59 MINUTES 26 SECONDS WEST, ALONG SAID PARALLEL LINE, 39.94 FEET; THENCE NORTH 48 DEGREES 47 MINUTES 03 SECONDS WEST, 20.44 FEET; THENCE NORTH 01 DEGREES 34 MINUTES 53 SECONDS WEST, ALONG A LINE PARALLEL TO THE EAST LINE OF SAID SOUTHEAST QUARTER, 431.79 FEET; THENCE NORTH 88 DEGREES 25 MINUTES 07 SECONDS EAST, PERPENDICULAR TO THE LAST COURSE, 192.43 FEET; THENCE SOUTH 01 DEGREES 34 MINUTES 53 SECONDS EAST, ALONG A LINE PARALLEL TO THE EAST LINE OF SAID SOUTHEAST QUARTER, 10.50 FEET; THENCE NORTH 88 DEGREES 25 MINUTES 07 SECONDS EAST, PERPENDICULAR TO THE LAST COURSE, 77.52 FEET TO A POINT ON A LINE 60.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SECTION, SAID LINE ALSO BEING A WEST LINE OF PROPERTY CONVEYED IN WARRANTY DEED RECORDED AS DOCUMENT 0021061786; THENCE SOUTHERLY, SOUTHWESTERLY AND WESTERLY ALONG WESTERLY, NORTHWESTERLY AND NORTHERLY LINES OF SAID WARRANTY DEED FOR THE NEXT THREE COURSES (1) THENCE SOUTH 01 DEGREES 34 MINUTES 53 SECONDS EAST, ALONG SAID LAST DESCRIBED LINE, 406.27 FEET; (2) THENCE SOUTH 43 DEGREES 12 MINUTES 17 SECONDS WEST, 38.33 FEET; (3) THENCE SOUTH 87 DEGREES 59 MINUTES 26 SECONDS WEST, 188.01 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

TO BE KNOWN AS:

LOT 4 IN MAIN STREET TRIANGLE PHASE 2, BEING A SUBDIVISION OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Portions of PIN NOS. 27-04-417-007, -013, -015, and -016

The said property is hereinafter referred to as the "Subject Property".

3. The Subject Property is generally located at 14290 South LaGrange Road in the Village and consists of approximately 2.727 acres.

4. The Subject Property is being developed by the Developer, at its sole cost and expense including related site work, for a four (4) story multi-tenant ambulatory care center occupying up to 120,000 square feet with an associated pharmacy and possible pharmacy drive-thru in the VCD Village Center Zoning District with a Special Use for a Planned Unit Development consisting of a building of over 50,000 square feet with a possible drive-thru facility for the pharmacy, with modifications and variances as hereinafter described, pursuant to the Village's Land Development Code (the "Code"). The Subject Property also is being developed to include a surface parking lot for no less than TWO HUNDRED SEVEN (207) motor vehicle parking spaces to be constructed by the Village in accordance with the provisions of the Ground Lease.

5. The Village of Orland Park is a Home Rule Unit pursuant to the provisions of the Illinois Constitution, Article VII, Section 6, and the terms, conditions and acts of the Village under this Agreement are entered into and performed pursuant to the Home Rule powers of the Village and the statutes in such cases made and provided.

RECITALS:

1. The parties hereto desire that the Subject Property be developed in the Village, subject to the terms and conditions as hereinafter set forth and that the Subject Property be developed in the manner as set forth in this Agreement.

2. The Developer has petitioned the Village for approval of plans for the proposed retail center on the Subject Property under the VCD Village Center Zoning District with a Special Use, modifications and variances as more fully hereinafter set forth.

3. The parties hereto have fully complied with all relevant statutes of the State of Illinois and ordinances of the Village to enable development as herein provided. The Village has caused the issuance of proper notice and the conduct of all hearings by all necessary governmental to effectuate the plan of development herein set forth.

4. All reports by all relevant governmental entities have been submitted enabling appropriate action by the Village Board of Trustees to achieve the following:

(a) Adoption and execution of this Agreement by ordinance;

(b) Adoption of such ordinances as are necessary to effectuate the terms and provisions of this Agreement;

(c) The adoption of such other ordinances, resolutions and actions as may be necessary to fulfill and implement this Agreement pursuant to the terms and conditions herein contained.

5. The parties hereto have determined that it is in the best interests of the Village and the Developer and in furtherance of the public health, safety, comfort, morals and welfare of the community to execute and implement this Agreement and that such implementation of this Agreement and development of the Subject Property pursuant to its terms and conditions will constitute an improvement of the tax base of the Village, be in implementation of the comprehensive plan of the Village and will constitute a preservation of environmental values.

6. Developer covenants and agrees that it will execute all necessary directions and issue all necessary instructions and take all other action necessary to direct and require performance of its obligations hereunder.

SECTION ONE: Plan Approval and Design Standards.

A. The Subject Property shall be developed substantially in accordance with the Preliminary Site Plan, Details and Building Elevations entitled "UCM CENTER FOR

ADVANCED CARE AT ORLAND PARK" prepared by TK&A Associates dated June 2, 2015, Sheets A1 through A6 and Sheets A8 through A12, L1 and L2, C1 through C3 and 01 through 06 subject to:

- (a) Submittal of a final landscape plan meeting all Village Codes, for separate Village review and approval within 60 days of approval of final engineering; and
- (b) Meeting all final engineering and Building Code related matters.
- (c) All rooftop mechanical equipment must be screened, and all public utility and at-grade mechanical equipment located in and around the Subject Property as part of the development must be screened with landscaping.

appended hereto and incorporated herein as GROUP EXHIBIT A. The Developer agrees that the Subject Property shall be developed substantially in accordance with said Plans as approved or as may be subsequently amended and approved by the Village, and in accordance with supporting preliminary and final engineering drawings and plans to be submitted to the Village Engineer for review and approval.

B. The Subject Property shall be granted a variance to allow for a drive-aisle in the building setback area.

C. A Special Use Permit Planned Development with modifications shall be granted to allow a Planned Unit Development including a building of over 50,000 square feet and a pharmacy drive-thru facility in the VCD Village Center Zoning District subject to the same conditions as set forth in SECTION ONE A. above, with the following modifications:

1. Reduction of the required number of parking spaces from 278 to 207;
2. Increase of the allowable building height from 55 feet to 80 feet;
3. Reduction of the required number of drive-thru stacking spaces from 7 to 4;
4. Reduction of the required number of off-street loading spaces from 5 to 0;
5. Reduction of the required setback for a dumpster enclosure from 15 feet to 0 feet; and
6. Reduction of the required percentage of ground floor transparency from 35% to as little as 30%.

D. The Village shall construct or cause to be constructed a five (5) level parking deck which shall consist of not less than 513 parking spaces and additional retail space adjacent to the Subject Property all as further described and in accordance with the Ground Lease attached hereto as EXHIBIT B.

E. The Village shall construct or cause to be constructed on the Subject Property a surface parking lot for not less than TWO HUNDRED SEVEN (207) motor vehicle parking spaces, including associated site work, in accordance with plans approved by both the Village and the Developer and in accordance with the provisions of the Ground Lease.

SECTION TWO: Contributions.

Upon, and as a condition to, the issuance of a building permit, Developer shall pay the Fair Share Road Exaction Fee (\$1.15 per square foot of retail space and \$0.90 per square foot of office space) as established in the Code, Section 5-112(H)(6).

The Village shall solely determine how said sums so paid shall be allocated and disbursed.

SECTION THREE: Storm Water Retention/Detention and Storm Sewers.

Storm Water run-off emanating from the Subject Property shall be retained or detained in accordance with an off-site storm water management system for the Subject Property that has been constructed and installed by the Village. Such system shall include all storm water management facilities, including on-site storm sewers, if needed, in accordance with final engineering plans approved by the Village. The design criteria, construction and maintenance of the storm sewers shall be in accordance with all standards of the Village in force on the date of final plat approval, and also all standards of the Metropolitan Water Reclamation District of Greater Chicago ("MWRDGC") in effect at the time of final plat approval, and all such on-site stormwater facilities serving the ambulatory care center shall be completed by the Developer at its expense, and the on-site stormwater facilities serving the surface parking lot shall be completed by the Village at its expense.

SECTION FOUR: Water Supply.

Developer shall be required to construct and install at its expense all necessary on-site water mains to service the ambulatory care center on the Subject Property. All such water mains shall be constructed and installed in accordance with the Code and final engineering plans approved by the Village. The Developer shall pay to the Village the required water connection charge(s) based upon the size of the connection(s) in accordance with Village ordinances.

SECTION FIVE: Sanitary Sewers.

Developer shall be required to construct and install at its expense all necessary sanitary sewers to service the ambulatory care center or the Subject Property in accordance with the Code and final engineering plans approved by the Village so long as such sewers are not to be located in the parking lot. Further, Developer and Village shall grant/obtain any necessary easements for such sanitary sewer service during the platting of the Property.

## SECTION SIX: Streets, Sidewalks and Street Lights

The Developer shall construct and install any sidewalks and street lights as shown in GROUP EXHIBIT A (and as modified in accordance herewith) in accordance with the Code and approved engineering.

The Developer shall provide access to the site. Developer and Village shall be responsible for keeping all adjacent streets free from construction debris and for repair of damages to the streets caused by Developer's construction traffic and the Village shall be responsible for keeping all adjacent streets free from construction debris and for repair of damage to the streets caused by the Village's construction traffic. All deliveries of construction supplies or materials shall be restricted to certain streets or temporary haul roads reasonably designated by the Village prior to delivery of possession to Developer.

Also, Developer and the Village shall be required to keep all adjoining streets free from mud and debris generated by construction activity on the Subject Property. Such streets must be cleaned at least once a week, and more often if required by Village in its reasonable judgment. For each day that the streets are not cleaned as required hereunder during construction, Developer shall be subject to a fine as provided in the Code. If any such fine is not promptly paid, the Village shall have the right to stop any and all further construction until paid. Mud and debris on adjoining streets resulting from construction activity undertaken by the Village in connection with the surface parking lot on the Subject Property and in connection with the adjacent parking deck shall be cleaned by the Village as often as required by the Village in its sole reasonable judgment.

## SECTION SEVEN: Easements.

To the extent not created by the Plat of Subdivision, the Developer and the Village each agree to grant to the other party in the respective utility, Village or Developer, and/or obtain grants to the Village of, all necessary easements for the extension and/or maintenance of sewer, water, street, or other utilities, including cable television, or for other improvements which may serve not only the Subject Property, but other territories in the general area. Also, Developer shall grant an easement to the Village to have access to and the right to maintain any storm water management facilities located on the Subject Property for storm water management purposes. The Village shall have the right, but not the duty, in its discretion to go in and perform such maintenance work if necessary and to charge the Developer for the costs of the same, including the right to record a lien against the Subject Property if such costs are not paid.

All such easements to be granted shall name the Village and/or other appropriate entities designated by the Village as grantee thereunder. To the extent not shown on the Plat of Subdivision encompassing the Subject Property, it shall be the mutual responsibility of the Village and Developer to obtain all easements, both on site and off site, necessary to serve the Subject Property.

## SECTION EIGHT: Developmental Codes and Ordinances and General Matters.

The development of the Subject Property shall be in accordance with the existing building, zoning, subdivision, storm water retention and other developmental codes and ordinances of the Village as they exist on the date hereof, or as are in existence during development of the Subject Property. Planning and engineering designs and standards, and road construction and dedication of public improvements, shall be in accordance with the then existing ordinances of the Village or in accordance with the statutes and regulations of other governmental agencies having jurisdiction thereof if such standards are more stringent than those of the Village of Orland Park at such time.

No occupancy permit shall be issued for the building prior to the completion and acceptance by the Village of the required public improvements.

All public improvements shall be constructed and installed within two (2) years from the date of approval of the Plat of Subdivision; however, if the completion date falls after September 30th, the date shall be the following May 30th. Notwithstanding any other provision of this Agreement, no construction of public improvements shall commence until the plans and specifications for the public improvements have been approved, the agreement for construction of the public improvements as herein provided has been executed. The Plat(s) of Subdivision shall contain such restrictive covenants, drainage covenants and easement provisions as are or were required by the President of the Board of Trustees and reasonably approved by the Developer as a condition to approval of the Plat(s) of Subdivision which may be approved in two or more phases.

Each party hereto, at its own cost, agrees to provide the other party "as built" engineering plans and specifications for the party's required construction of public improvements upon substantial completion of the public improvements.

It is agreed that all of the public improvements contemplated herein shall upon acceptance thereof by the Village, become the property of Village and be integrated with the municipal facilities now in existence or hereafter constructed and Village thereafter agrees to maintain said public improvements. Acceptance of said public improvements shall be by resolution of the President and Board of Trustees only after the Village Engineer or Village Engineer Consultant has issued his Certificate of Inspection affirming that the improvements have been constructed in accordance with approved Engineering Plans and Specifications. Developer agrees to convey by appropriate instrument and Village agrees to promptly accept, subject to terms hereof, the public improvements constructed in accordance with the approved Engineering Plans and Specifications.

Soils on the Subject Property resulting from excavation activities will be addressed and managed in accordance with the Soil Management Plan attached to and made a part of the Ground Lease.

**SECTION NINE: Utilities.**

All electricity, telephone, cable television and gas lines shall be installed underground, the location of which underground utilities shall be at the Developer's option.

**SECTION TEN: Impact Requirements.**

Developer agrees that any and all contributions, impact fees, dedications and easements provided for in this Agreement substantially advance legitimate governmental interests of the Village, including, but not limited to, providing its residents, with access to and use of public utilities, streets, fire protection, and emergency services. Developer further agrees that the contributions, impact fees, dedications and easements required by this Agreement are uniquely attributable to, reasonably related to and made necessary by the development of the Subject Property.

**SECTION ELEVEN: Binding Effect and Term and Covenants Running with the Land.**

This Agreement shall be binding upon and inure to the benefit of the parties hereto, successor owners of record of the Subject Property, assignees, lessees and upon any successor municipal authorities of said Village and successor municipalities, for a period of ten (10) years from the date of execution hereof and any extended time that may be agreed to by amendment.

The terms and conditions of this Agreement relative to the payment of monies to the various contributions to the Village, construction and/or dedication of public improvements, granting of easements to the Village, dedication of rights-of-way to the Village and the developmental standards established herein shall constitute covenants which shall run with the land.

**SECTION TWELVE: Notices.**

Unless otherwise notified in writing, all notices, requests and demands shall be in writing and shall be personally delivered to or mailed by United States Certified mail, postage prepaid and return receipt requested, as follows:

**For the Village:**

1. Daniel J. McLaughlin  
Village President  
Village of Orland Park  
14700 South Ravinia Avenue  
Orland Park, Illinois 60462
  
2. John C. Mehalek  
Village Clerk  
Village of Orland Park  
14700 South Ravinia Avenue

Orland Park, Illinois 60462

3. E. Kenneth Friker  
Village Attorney  
Klein, Thorpe & Jenkins, Ltd.  
15010 S. Ravinia Avenue, Suite 10  
Orland Park, Illinois 60462

For the Developer:

1. University of Chicago Medical Center  
MC1000 S-115  
5841 S. Maryland Avenue  
Chicago, Illinois 60637-1470  
Sharon O'Keefe, President
2. University of Chicago Medical Center  
MC 0953 Room 418  
850 East 58th Street  
Chicago, Illinois 60637  
Attention: Vice President, Facilities Planning, Design and Construction
3. University of Chicago Medical Center  
MC 1132  
5841 S. Maryland Avenue  
Chicago, Illinois 60637-1470  
Attention: General Counsel
4. Patrick E. Brady  
McGuireWoods LLP  
77 W. Wacker Drive, Suite 4100  
Chicago, IL 60601-1818

or such other addresses that any party hereto may designate in writing to the other parties pursuant to the provisions of this Section.

SECTION THIRTEEN: Signs.

The location of any sign upon the Subject Property shall be in accordance with an approved Signage Plan and Section 6-307 of the Village Code, and shall have reasonable setbacks from streets and highways as the interest of safety may require.

SECTION FOURTEEN: Reimbursement of Village for Legal and Other Fees and Expenses.

A. To Effective Date of Agreement.

The Developer, concurrently with zoning of the property or so much thereof as required, shall reimburse the Village for the following expenses incurred in the preparation and review of this Agreement, and the zoning approval for the Subject Property:

- (1) the costs incurred by the Village for engineering services in connection with the permit plan review; and
- (2) all reasonable attorneys' fees incurred by the Village in connection with the permit plan review; and
- (3) miscellaneous Village expenses, such as legal publication costs, recording fees and copying expense in connection with the zoning approval and permit plan review.

**B. From and After Effective Date of Agreement.**

Except as hereinafter provided, upon demand by the Village made by and through its President, Developer from time to time shall promptly reimburse the Village for all enumerated reasonable expenses and costs incurred by the Village in the administration of the Agreement, including and limited to engineering fees, attorneys' fees and out of pocket expenses involving various and sundry matters such as, but not limited to, preparation and publication, if any, of all notices, resolutions, ordinances and other documents required hereunder.

Such costs and expenses incurred by the Village in the administration of the Agreement shall be evidenced to the Developer upon its request, by a sworn statement of the Village; and such costs and expenses may be further confirmed by the Developer at its option from additional documents relevant to determining such costs and expenses as designated from time to time by the Developer.

Notwithstanding the immediately preceding paragraph, Developer shall in no event be required to reimburse the Village or pay for any expenses or costs of the Village as aforesaid more than once, whether such are reimbursed or paid through special assessment proceedings, through fees established by Village ordinances or otherwise.

In the event that any third party or parties institute any legal proceedings against any party hereto, which relate to the terms of this Agreement, then, in that event, the Developer on notice from Village shall assume, fully and vigorously, the entire defense of such lawsuit and all expenses of whatever nature relating thereto; provided, however:

- (1) Developer shall not make any settlement or compromise of the lawsuit, or fail to pursue any available avenue of appeal of any adverse judgment, without the approval of the Village.
- (2) If the Village, in its sole discretion, determines there is, or may probably be, a conflict of interest between Village or Developer on an issue of

importance to the Village having a potentially substantial adverse effect on the Village, then the Village shall have the option of being represented by its own legal counsel. In the event the Village exercises such option, then Developer shall reimburse the Village from time to time on written demand from the President of Village and notice of the amount due for any expenses, including but not limited to court costs, reasonable attorneys' fees and witnesses' fees, and other reasonable expenses of litigation, incurred by the Village in connection therewith.

In the event the Village institutes legal proceedings against Developer for violation of this Agreement and secures a judgment in its favor, the court having jurisdiction thereof shall determine and include in its judgment against Developer all expenses of such legal proceedings incurred by the Village, including but not limited to the court costs and reasonable attorneys' fees, witnesses' fees, etc., incurred by the Village in connection therewith. Developer may, in its sole discretion, appeal any such judgment rendered in favor of the Village against Developer.

#### SECTION FIFTEEN: Warranties and Representations.

The Developer represents and warrants to the Village as follows:

1. Developer proposes to develop the Subject Property in the manner contemplated under this Agreement.

With respect to the pharmacy planned to be located on the first floor of Developer's ambulatory care center, it is understood that Developer has not finalized a lease with the operator of the planned pharmacy and that Developer may locate and operate the pharmacy for its own patients and care recipients.

2. Other than Developer, no other entity or person has any interest in the Subject Property or its development as herein proposed, except the Village as owner of the Subject Property.

#### SECTION SIXTEEN: Continuity of Obligations.

Each party shall at all times during the term of this Agreement remain liable to the other party for its faithful performance of all obligations imposed upon said party by this Agreement until such obligations have been fully performed or until the each party has otherwise released the other party from any or all of such obligations.

#### SECTION SEVENTEEN: No Waiver or Relinquishment of Right to Enforce Agreement.

Failure of any party to this Agreement to insist upon the strict and prompt performance of the terms, covenants, agreements, and conditions herein contained, or any of them, upon any other party imposed, shall not constitute or be construed as a waiver or relinquishment of any

party's right thereafter to enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect.

**SECTION EIGHTEEN: Village Approval or Direction.**

Where Village approval or direction is required by this Agreement, such approval or direction means the approval or direction of the [Corporate Authorities] of the Village unless otherwise expressly provided or required by law, and any such approval may be required to be given only after and if all requirements for granting such approval have been met unless such requirements are inconsistent with this Agreement. This could result in significant delays.

**SECTION NINETEEN: Singular and Plural.**

Wherever appropriate in this Agreement, the singular shall include the plural, and the plural shall include the singular.

**SECTION TWENTY: Section Headings and Subheadings.**

All section headings or other headings in this Agreement are for general aid of the reader and shall not limit the plain meaning or application of any of the provisions thereunder whether covered or relevant to such heading or not.

**SECTION TWENTY-ONE: Recording.**

A copy of this Agreement and any amendment thereto shall be recorded by the Village at the expense of the Developer.

**SECTION TWENTY-TWO: Authorization to Execute.**

The person or persons executing this Agreement on Developer's behalf, warrant that they have been lawfully authorized to execute this Agreement on Developer's behalf. The President and Clerk of the Village hereby warrant that they have been lawfully authorized by the Village Board of the Village to execute this Agreement. Developer and Village shall, upon request, deliver to one another at the respective time such entities cause their authorized agents to affix their signatures hereto copies of all bylaws, resolutions, ordinances, partnership agreements, letters of direction or other documents required to legally evidence the authority to so execute this Agreement on behalf of the respective entities.

SECTION TWENTY-THREE: Amendment.

This Agreement sets forth all the promises, inducements, agreements, conditions and understandings between the parties hereto relative to the subject matter thereof, and there are no promises, agreements, conditions or understandings, either oral or written, express or implied, between them, other than are herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the parties hereto unless authorized in accordance with law and reduced to writing and signed by them.

SECTION TWENTY-FOUR: Counterparts.

This Agreement may be executed in two or more counterparts, each of which taken together, shall constitute one and the same instrument.

SECTION TWENTY-FIVE: Curing Default.

The parties to this Agreement reserve a right to cure any default hereunder within thirty (30) days from written notice of such default, or such additional time as is reasonably required to cure the default so long as the cure of default is commenced within said thirty (30) days, and efforts to effect such cure of default are diligently prosecuted to completion.

SECTION TWENTY-SIX: Conflict Between the Text and Exhibits.

In the event of a conflict in the provisions of the text of this Agreement and the Exhibits attached hereto, the text of the Agreement shall control and govern.

SECTION TWENTY-SEVEN: Severability.

If any provision of this Agreement is held invalid by a court of competent jurisdiction or in the event such a court shall determine that the Village does not have the power to perform any such provision, such provision shall be deemed to be excised herefrom and the invalidity thereof shall not affect any of the other provisions contained herein, and such judgment or decree shall relieve Village from performance under such invalid provision of this Agreement.

SECTION TWENTY-EIGHT: Definition of Village.

When the term Village is used herein it shall be construed as referring to the Corporate Authorities of the Village unless the context clearly indicates otherwise.

SECTION TWENTY-NINE: Execution of Agreement.

This Agreement shall be signed last by the Village and the President of the Village shall affix the date on which he signs this Agreement on page 1 hereof, which date shall be the effective date of this Agreement.

VILLAGE OF ORLAND PARK, an  
Illinois Municipal Corporation

By:   
Village President

ATTEST:

By:   
Village Clerk

DEVELOPER:

UNIVERSITY OF CHICAGO MEDICAL  
CENTER, an Illinois not-for-profit corporation

By:   
Authorized Officer

ATTEST:

By:   
Secretary

ACKNOWLEDGMENTS

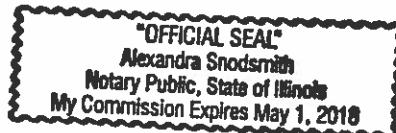
STATE OF ILLINOIS        )  
                              ) SS.  
COUNTY OF COOK        )

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that DANIEL J. MC LAUGHLIN, personally known to me to be the President of the Village of Orland Park, and JOHN C. MEHALEK, personally known to me to be the Village Clerk of said municipal corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Village Clerk, they signed and delivered the said instrument and caused the corporate seal of said municipal corporation to be affixed thereto, pursuant to authority given by the Board of Trustees of said municipal corporation, as their free and voluntary act, and as the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 5<sup>th</sup> day of October,  
2015.

Commission expires May 1, 2018

Alexandra Snodsmith  
Notary Public



STATE OF ILLINOIS      )  
                            ) SS.  
COUNTY OF COOK      )

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Sharon O'Keefe, and Jennifer A. Hill, personally known to me to be the President and Secretary of UNIVERSITY OF CHICAGO MEDICAL CENTER, an Illinois not-for-profit corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts and as the free and voluntary act of said Corporation for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 1st day of October,  
2015.

  
Melinda Fritzler  
Notary Public

Commission expires 10/17/15

68477538\_4



# UCM Center for Advanced Care at Orland Park

## Submittal of Completed Petition

### LIST OF DRAWINGS

- A1 PERSPECTIVE VIEW - SOUTHEAST CORNER
- A2 PERSPECTIVE VIEW - SOUTHEAST
- A3 PERSPECTIVE VIEW - NORTHEAST
- A4 PERSPECTIVE VIEW - NORTHWEST
- A5 PRELIMINARY SITE PLAN
- A6 SITE LIGHTING PLAN
- A7 (not used)
- A8 ROOF PLAN
- A9 NORTH ELEVATION
- A10 SOUTH ELEVATION
- A11 EAST ELEVATION
- A12 WEST ELEVATION
- L1 LANDSCAPE PLAN
- L2 PLANTING SCHEDULE
- C1 FIRE TRUCK TURNING RADI
- C2 GARBAGE TRUCK TURNING RADII
- C3 DELIVERY TRUCK ACCESS
- SIGNAGE COVER

  - 01 SIGNAGE NORTH ELEVATION
  - 02 SIGNAGE EAST ELEVATION
  - 03 SIGNAGE SOUTH ELEVATION
  - 04 SIGNAGE WEST ELEVATION
  - 05 (not used)
  - 06 SIGNAGE ENTRY DETAIL

- T1 ALTA SURVEY

Department: Center for Advanced Care at Orland Park  
Orland Park, IL  
Address: 14290 Lu Graige Road,  
Orland Park, IL 60462  
Attitioner: The University of Chicago Medicine



5022  
EXHIBIT A

Date: June 2, 2015  
June 30, 2015

TK&A TK & A ASSOCIATES  
Architects/Planners/Interior Designers  
One Prairie Avenue, Suite 1000  
Chicago, IL 60606-3333  
Toll Free: 800.333.3333  
www.tkandassociates.com



ALTERNATE DESIGN  
SOUTHEAST PERSPECTIVE

June 30, 2015

T S O I / K O B U S S & A S S O C I A T E S

Real Estate  
Hammes Company

THE UNIVERSITY OF  
CHICAGO  
MEDICINE







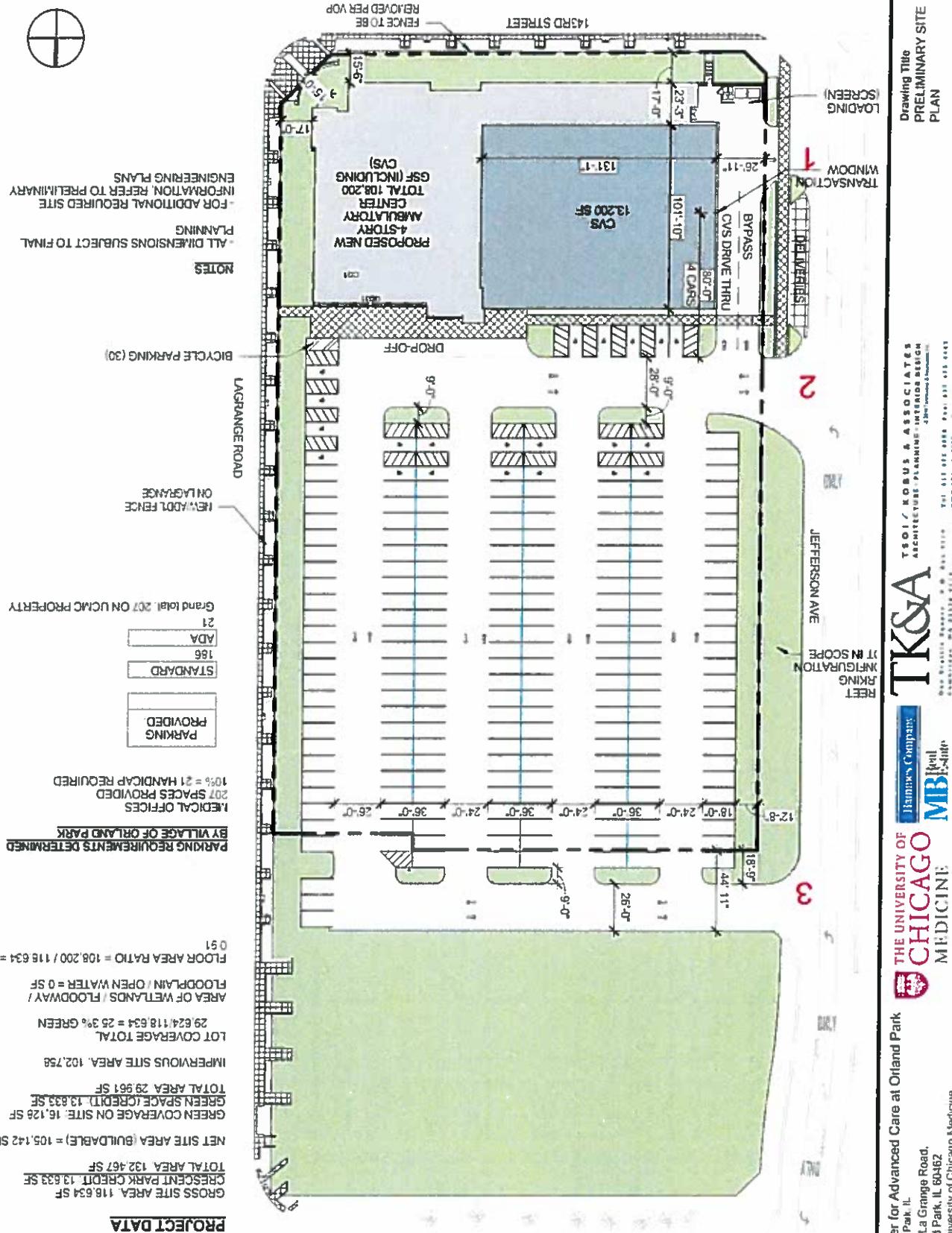
Development: Center for Advanced Care at Orland Park  
Site Address: 14280 La Grange Road,  
Orland Park, IL 60462  
Petitioner: The University of Chicago Medicine

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**CHICAGO**  
MEDICINE



**TK&A**  
TODI / KOBUS & ASSOCIATES  
ARCHITECTURE PLANNING INTERIOR DESIGN  
One Lincoln Avenue, Suite 1000 • Chicago, IL 60601  
Toll Free 800.541.4747 • Fax 312.236.1000  
www.tkassociates.com

Drawing Title PERSPECTIVE VIEW -  
NORTHWEST  
Sheet Number A4  
Scale:  
Date: June 2, 2015



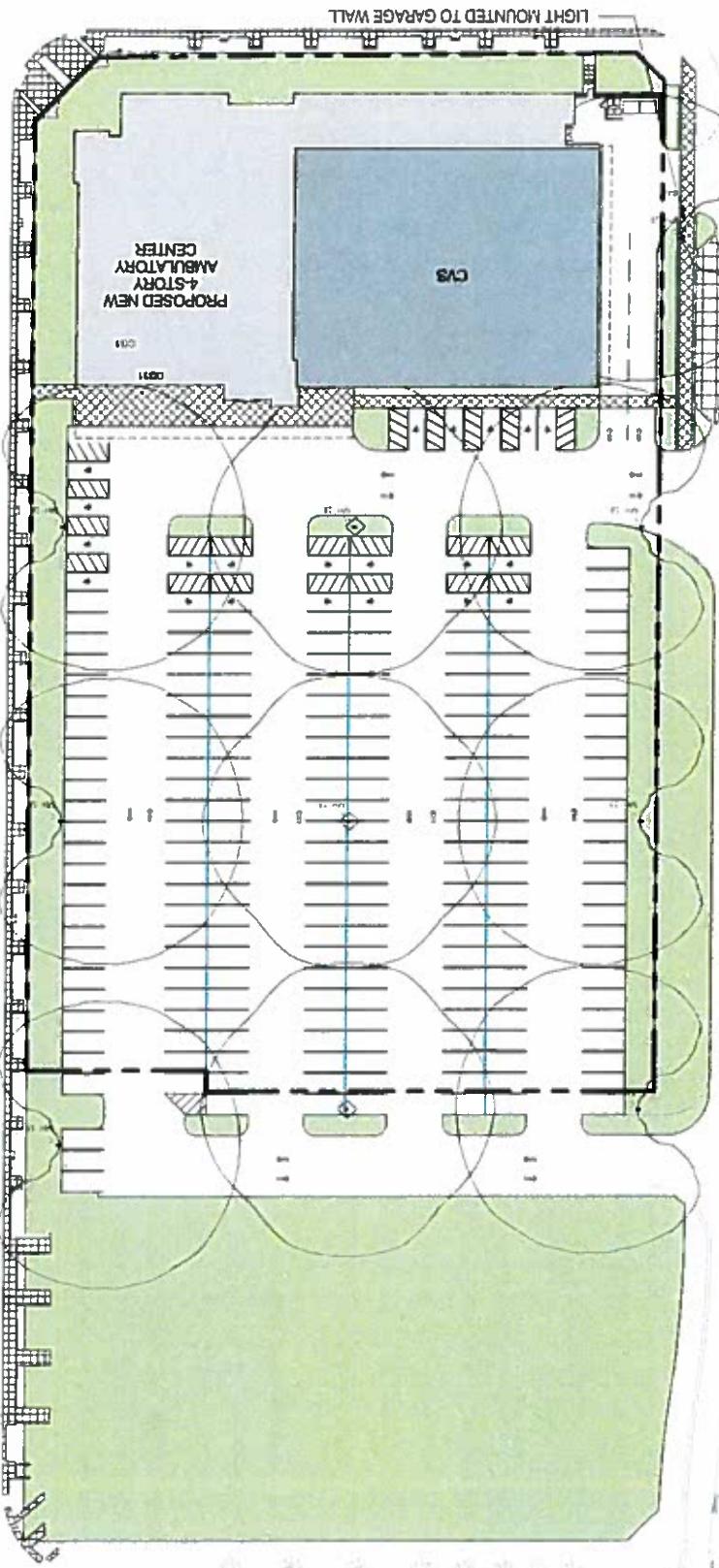
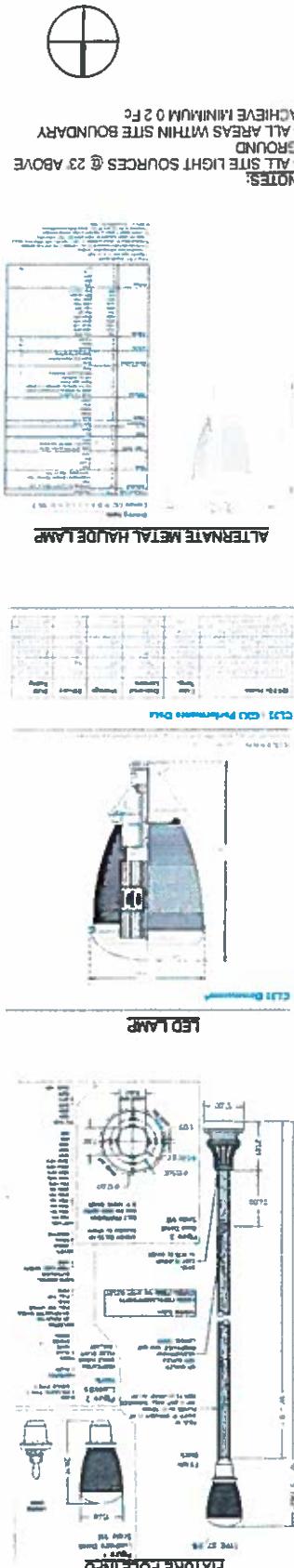
**Development: Center for Advanced Care at Orland Park**  
Orland Park, IL  
Site Address: 14290 La Grange Road,  
Orland Park, IL 60462

Pelloniar • The University of Chicago Medicine

MBI  
Book  
Reviews

TK&A

**Drawing Title** PRELIMINARY SITE PLAN  
**Sheet Number** A5  
**Scale:** 1"=50'  
**Date:** June 2, 2015

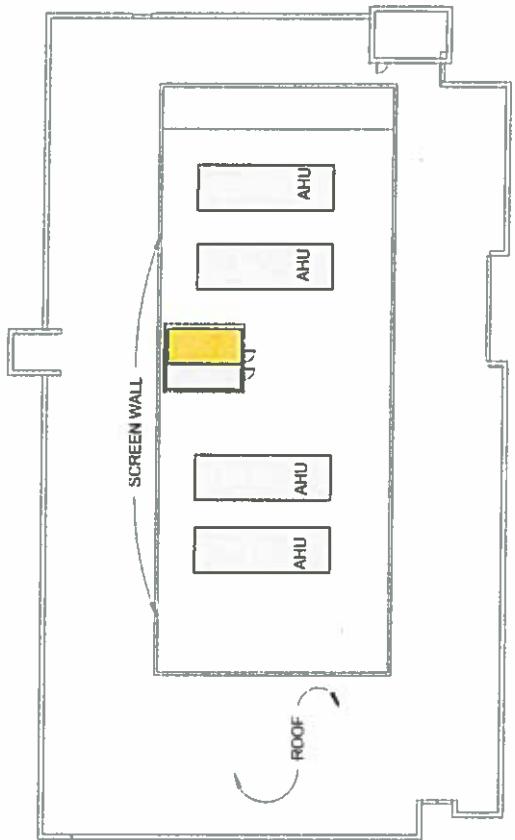


**Development:** Center for Advanced Care at Orland Park  
**Site Address:** 14290 La Grange Road,  
 Orland Park, IL 60462  
**Petitioner:** The University of Chicago Medicine

**THE UNIVERSITY OF CHICAGO MEDICINE**  
**TK&A**  
 Architects Company  
**MB** Joint  
 Venture

**TSOI / KOBUS & ASSOCIATES**  
 ARCHITECTURE - PLANNING - INTERIOR DESIGN  
www.tsoi.com | 312.977.1000 | 1000 N. Dearborn Street, Chicago, IL 60610

**Drawing Title:** SITE LIGHTING PLAN  
**Sheet Number:** A6  
**Scale:** 1"=50'  
**Date:** June 2, 2015

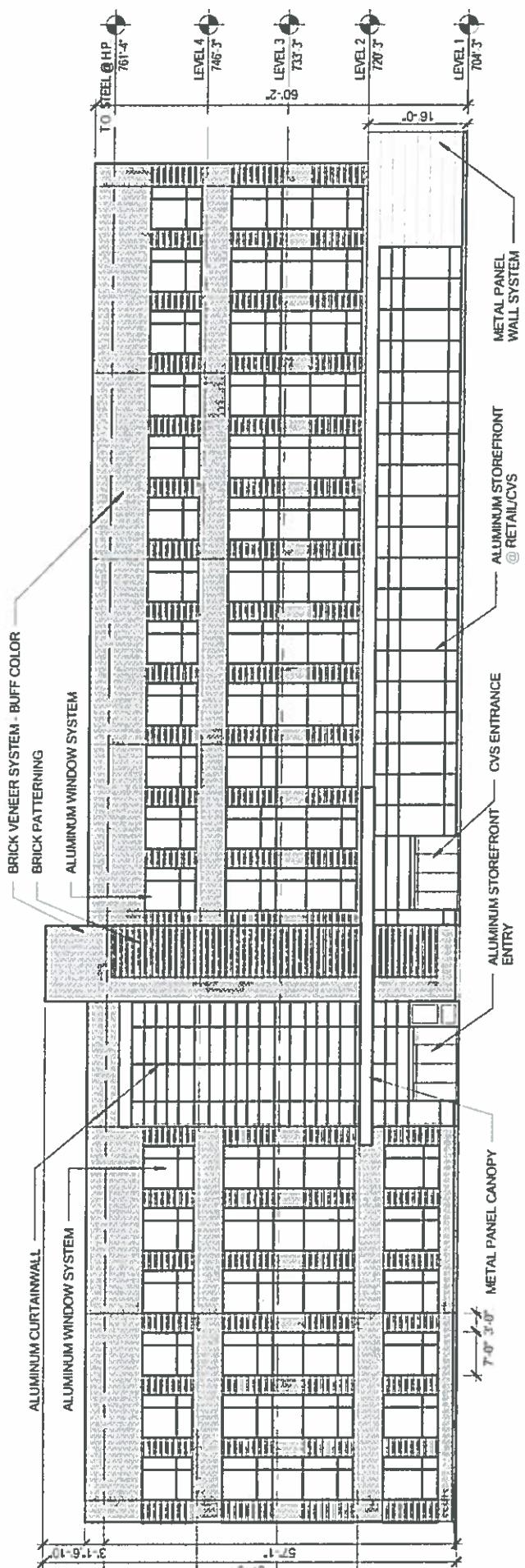


Development: Center for Advanced Care at Orland Park  
Orland Park, IL  
Site Address: 14290 La Grange Road,  
Orland Park, IL 60462  
Petitioner: The University of Chicago Medicine



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TODD KOBUS & ASSOCIATES  
ARCHITECTURE PLANNING INTERIOR DESIGN  
Lumina Foundation  
THE UNIVERSITY OF CHICAGO  
MIDICINE  
MB Health

Drawing Title  
ROOF PLAN  
Sheet Number  
A8  
Scale:  
1/32" = 1'  
Date: June 2, 2015



NORTH FACADE @ GROUND LEVEL

CLEAR GLASS: 1,688 FT<sup>2</sup>  
 TOTAL AREA: 2,172 FT<sup>2</sup>  
 RATIO: 78%

Development: Center for Advanced Care at Orchard Park  
 Orchard Park, IL  
 Site Address: 14260 La Grange Road  
 Orchard Park, IL 64662  
 Petitioner: The University of Chicago Medicine

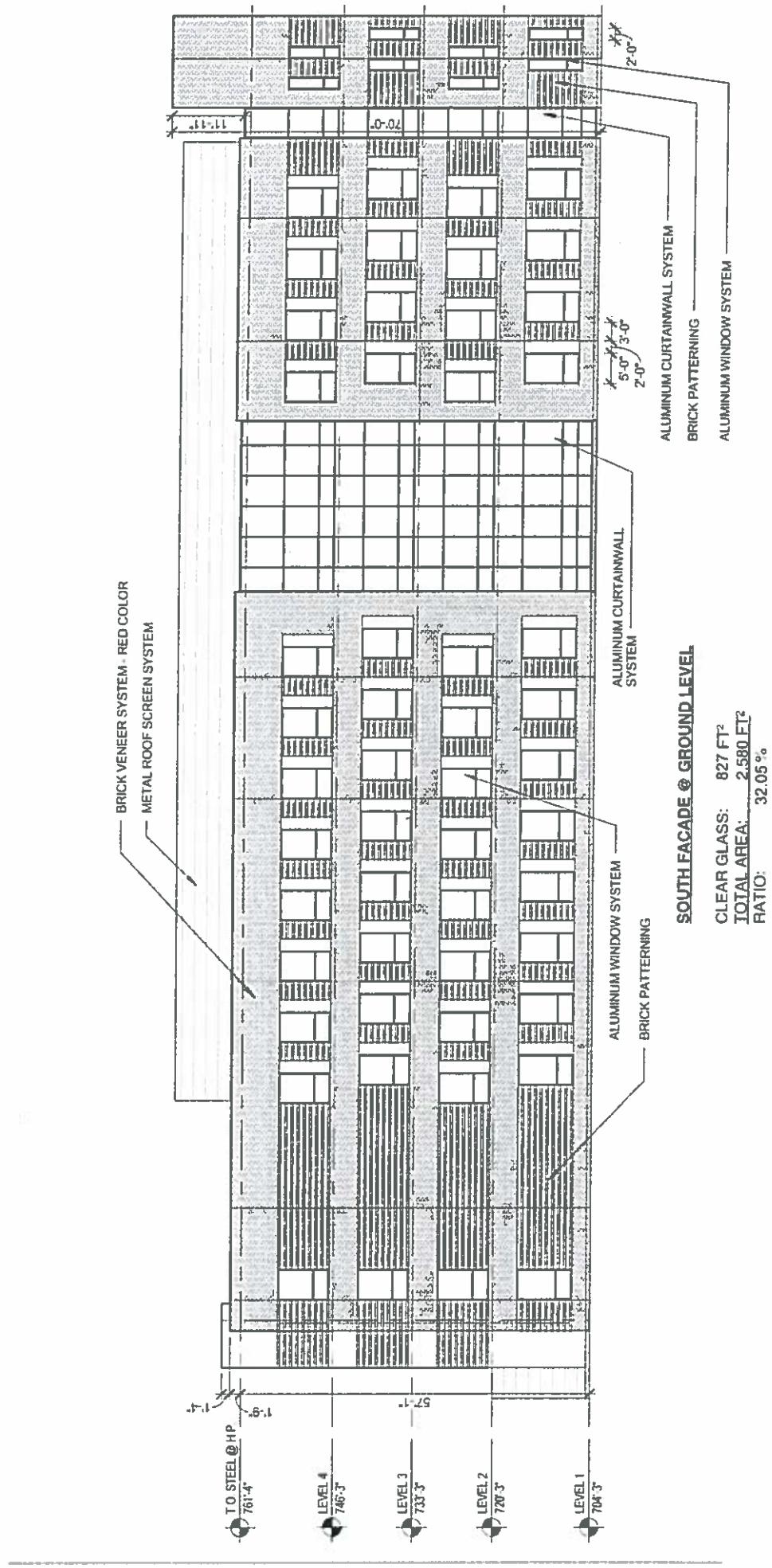
**TK&A**

TK & Associates  
 Architects - Planners  
 Engineers - Interior Designers  
 Environmental Consultants

**MB**  
 MB  
 MB

Drawing Title  
 NORTH ELEVATION  
 Sheet Number  
**A9**  
 Scale:  
 1/16 = 1'

Date: June 2, 2015



**Development:** Center for Advanced Care at Orland Park  
**Orland Park, IL**

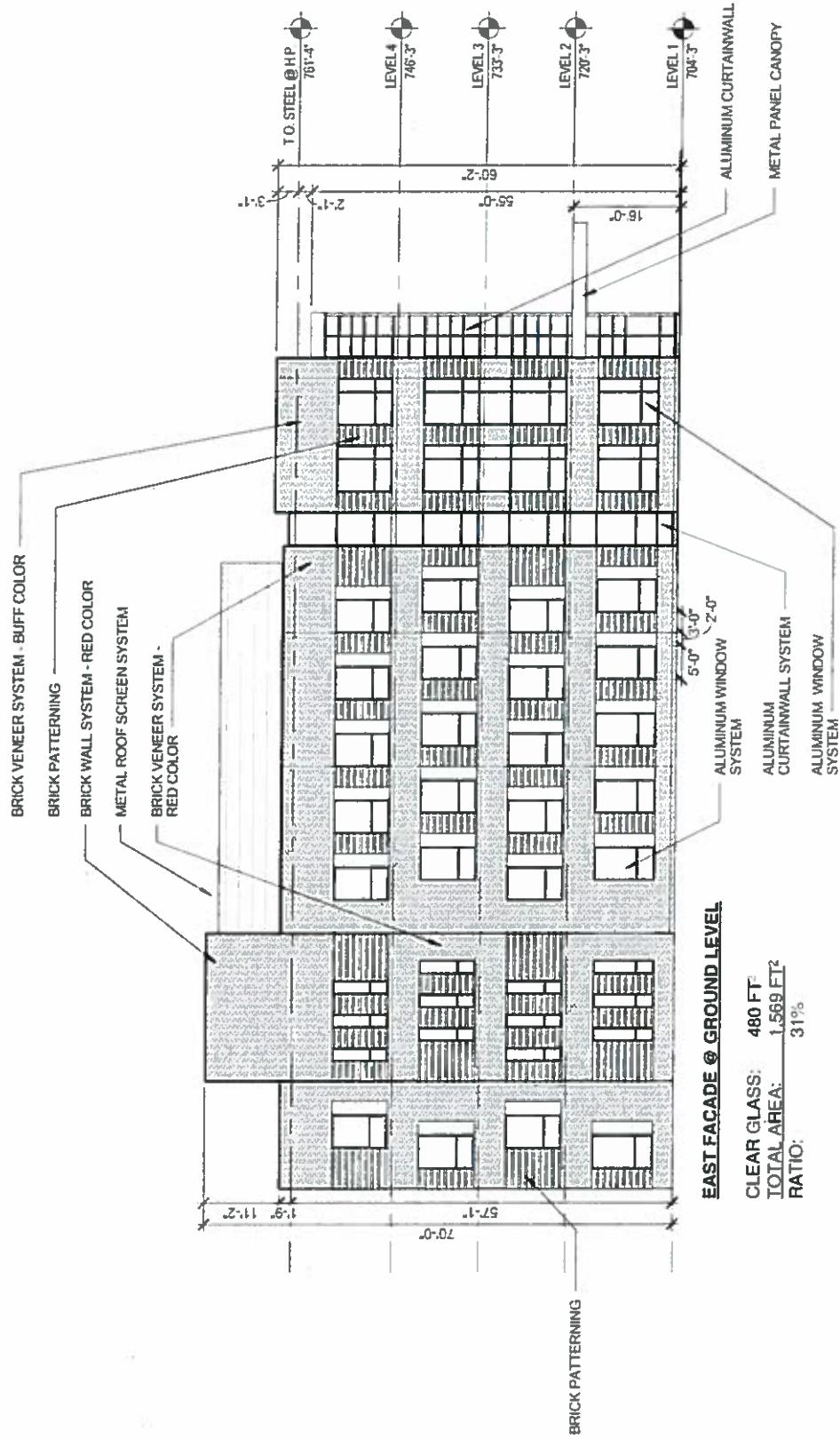
**Site Address:** 14250 La Grange Road,  
Orland Park, IL 60462

**Petitioner:** The University of Chicago Medicine

Mathematical  
Background

TK&A

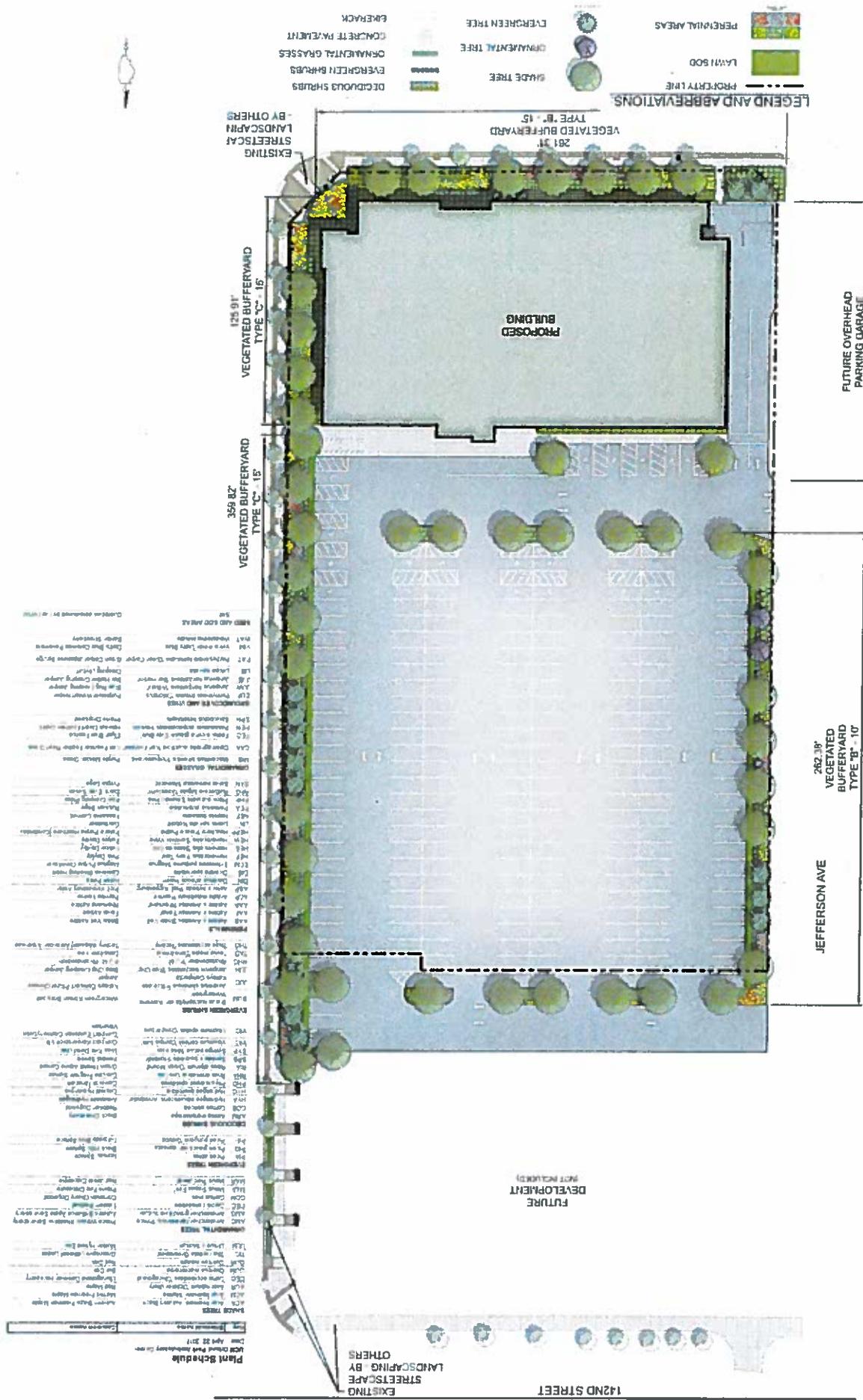
Drawing Title	SOUTH ELEVATION	Sheet Number	A10
Date Issued	2/20/08	Scale:	1/4" = 1'-0"



**Development Center for Advanced Care at Orland Park**  
Orland Park, IL  
**Site Address:** 14790 La Grange Road,  
Orland Park, IL 60462  
**Petitioner:** The University of Chicago Medicine

**K&A** KORUS & ASSOCIATES  
ARCHITECTURE PLANNING INTERIOR DESIGN  
1000 University Street, Seattle, Washington 98101  
(206) 467-1200, Fax: 503 515 1800  
and one office in Portland, Oregon

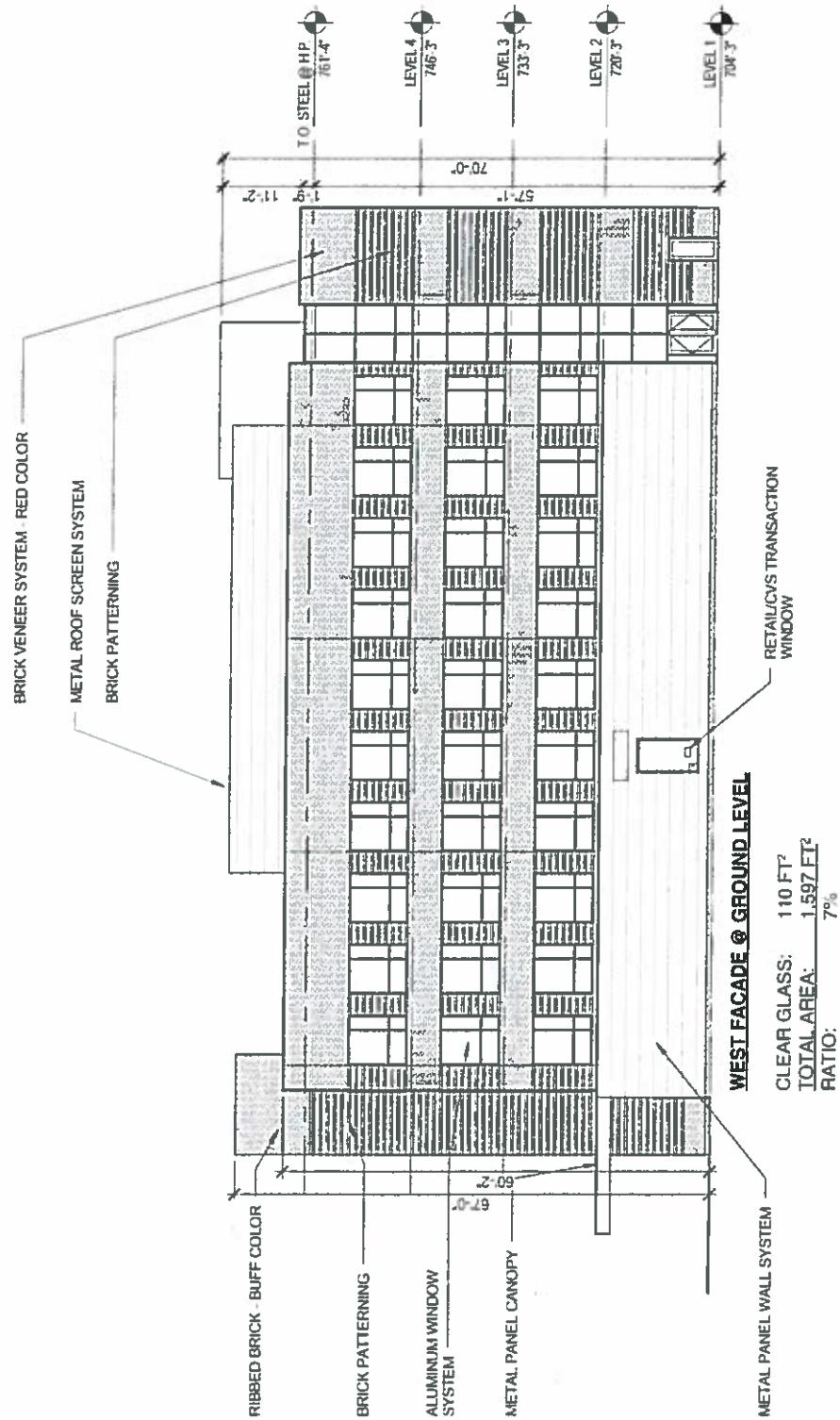
<b>Drawing Title</b>	<b>Street Number</b>
<b>EAST ELEVATION</b>	<b>A11</b>
	Scale: 1/16" = 1'



**Development:** Center for Advanced Care at Orland Park  
Orland Park, IL  
**Site Address:** 14290 La Grange Road,  
Orland Park, IL 60462  
**Petitioner:** The University of Chicago Medicine

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 MEDICINE

Drawing Title	Sheet Number
LANDSCAPE PLAN	L1 Scale: 1" = 50'



Development: Center for Advanced Care at Orland Park  
 Orland Park, IL  
 Site Address: 14290 La Grange Road,  
 Orland Park, IL 60462  
 Petitioner: The University of Chicago Medicine

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**CHICAGO**  
 MIDICINE

**TK&A**  
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 1000 North Dearborn Street, Suite 1000  
 Chicago, Illinois 60610-3333  
 312.983.3333 • Fax: 312.983.3334  
 www.tkandassociates.com

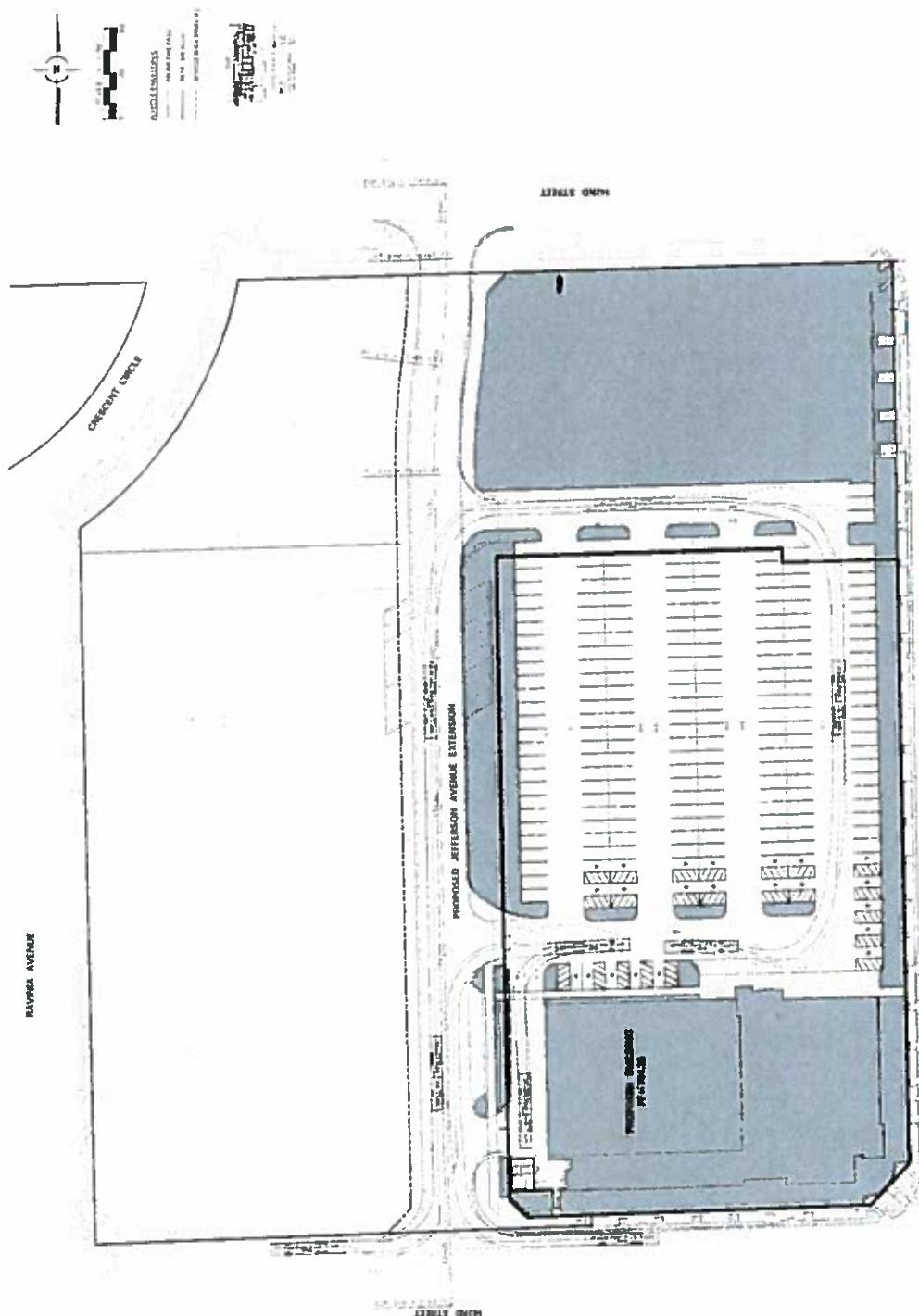
Drawing Title  
 WEST ELEVATION

Sheet Number  
 A12

Scale:  
 1/16" = 1'

Date: June 2, 2015





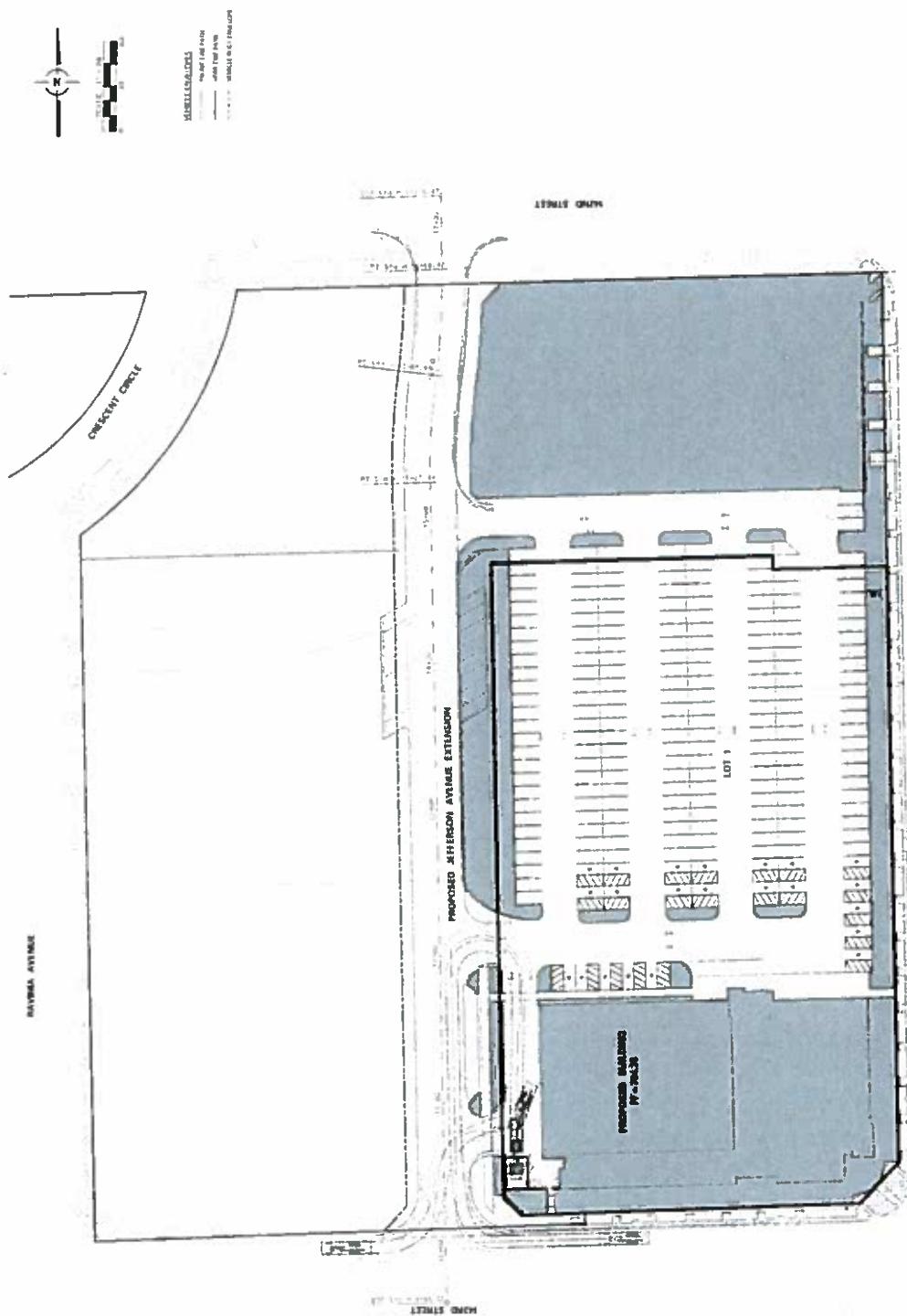
Development: Center for Advanced Care at Orland Park  
 Orland Park, IL  
 Site Address: 14290 La Grange Road,  
 Orland Park, IL 60462  
 Petitioner: The University of Chicago Medicine



THE UNIVERSITY OF  
**CHICAGO**  
 MEDICINE  
 MB Health

**TK&A**  
 TROI / KOBUS & ASSOCIATES  
 ARCHITECTURE PLANNING INTERIOR DESIGN  
 1000 North Cicero Avenue, Suite 4100  
 Chicago, IL 60642  
 312.226.5000  
 Fax: 312.226.5005  
 www.tkandassociates.com

Drawing Title: FIRE TRUCK TURNING RADI  
 Street Number: C1  
 Scale: NTS  
 Date: June 2, 2015



Lawson: Center for Advanced Care at Odense Back

**Development Center for Advanced  
Orland Park IL**  
**Address:** 14290 La Grange Road,  
Orland Park, IL 60462  
**Petitioner:** The University of Chicago

15

Drawing Title	Sheet Number
GARBAGE TRUCK TURNING RADI	C2
	Scale: A1/2 C

**K&A** KOSTAS & ASSOCIATES  
ARCHITECTURE-PLANNING-DESIGN  
Gardiner & Associates Inc.  
1000 University Avenue, Suite 600 • Seattle, WA 98101 • (206) 467-1455 • Fax (206) 467-1456



# EXTERIOR : UCM Center for Advanced Care

## Signage Recommendations - Scale

05.22.2015

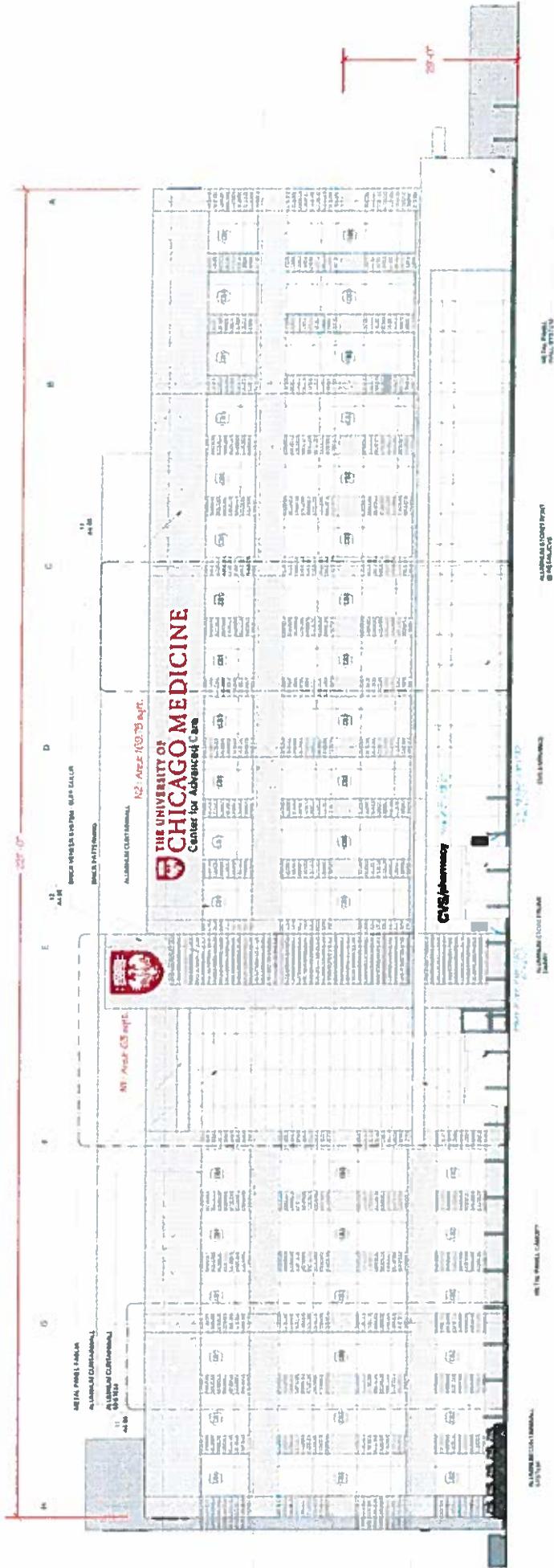


At 7500 North Paulina



6319 Peachtree Road  
Atlanta, GA 30339  
T 770.571.5640  
F 770.571.4755  
r 770.571.1327  
ls@interface.com

## exterior signage NORTH ELEVATION : SIZE RECOMMENDATIONS



**10 NORTH ELEVATION**

Elevation Area: 29'-0" x 22'-0" = 6,409 sqft.  
Allowable Sign Sqft: 480.675 (7.5% of elevation area)  
N1 : Logo Mark Sqft: 63  
N2 : Full Logo: 169.75

N1: Logo Marak Sdth: 63  
N2: Full logo: 169.75

**INNERFACE**  
 THE UNIVERSITY OF  
**CHICAGO**  
 MEDICINE  
 Center for Adversity and Change

SIGNAGE RECOMMENDATIONS - SCALE  
05.22.2015 Hg

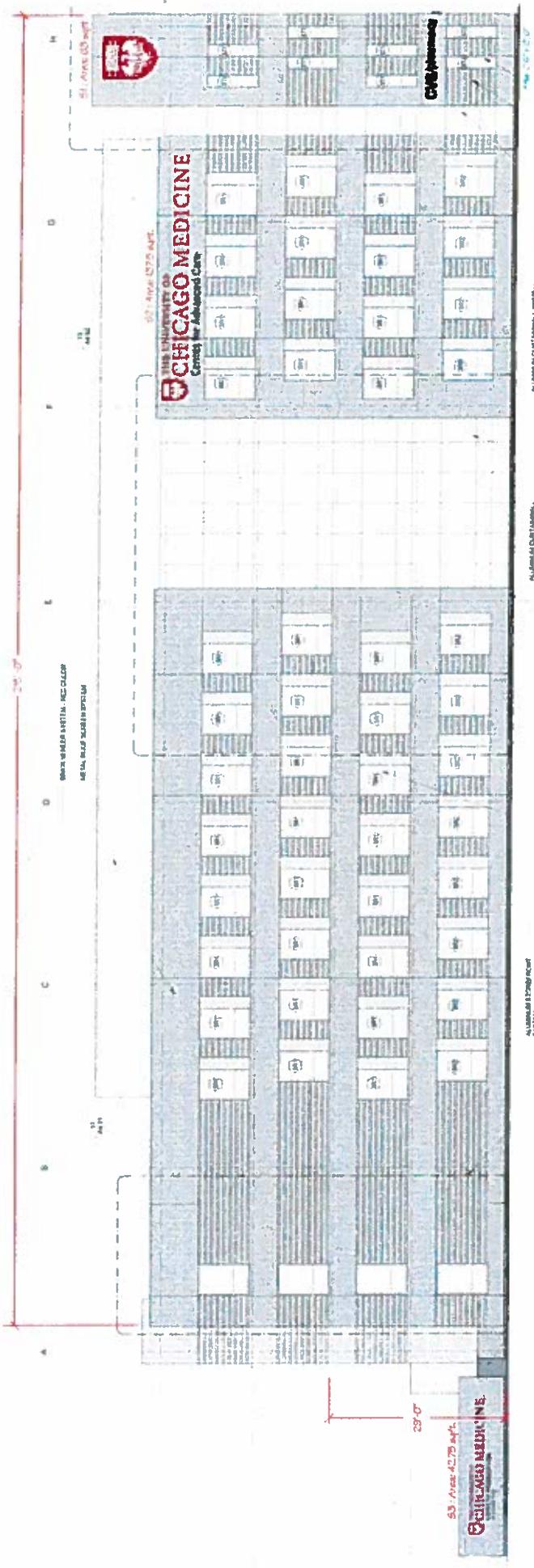
CHICAGO  
MEDICAL  
COLLEGE

## exterior signage

## EAST ELEVATION : SIZE RECOMMENDATIONS



## EAST ELEVATION



## 10 SOUTH ELEVATION

Elevation Area:  $29'-0'' \times 215'-0'' = 6,235 \text{ sqft.}$   
Allowable Sign Sqft:  $467.625 \text{ (7.5\% of elevation area)}$   
51 : Logo Mark Sqft: 63  
52 : Full Logo: 137.5  
53 : Full Logo (Low Wall): 42.75

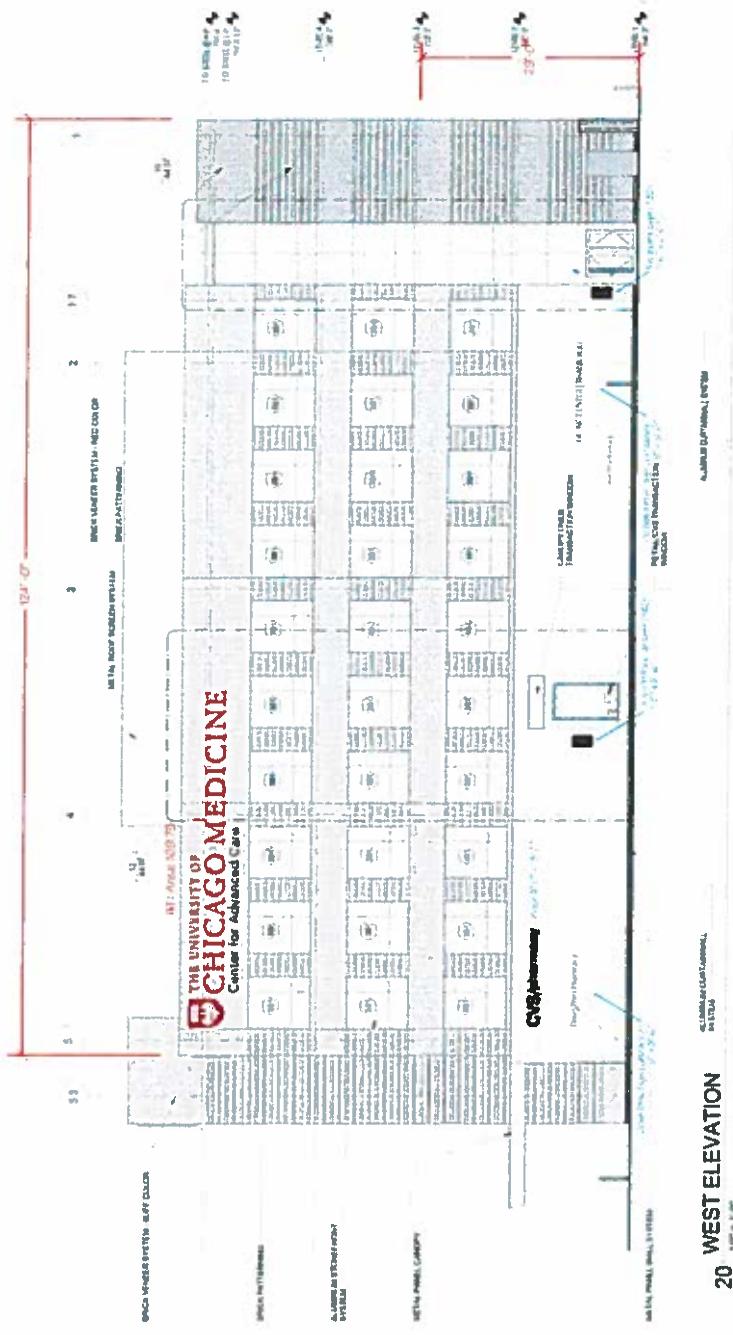
CHICAGO  
MEDICINE

INNERFACE  
CONNECTING  
PEOPLE  
WITH DESIGN

SIGNAGE RECOMMENDATIONS - SCALE  
05.22.2015 hja

13

**exterior signage** WEST ELEVATION : SIZE RECOMMENDATIONS



Elevation Area: 29'-0" x 124'-0" = 3,596 sqft.  
Allowable Sign Sqft: 2697 (7.5% of elevation area)  
Wt : Full Load: 169.75

**INNERFACE**  
DIRECTING  
PEOPLE  
BY DESIGN  
THE UNIVERSITY OF  
**CHICAGO**  
MEDICINE  
Cognitive Science and Design Center

CHICAGO  
MEDICAL  
COLLEGE  
THE UNIVERSITY OF  
CHICAGO

SIGNAGE RECOMMENDATIONS - SCALE  
05.22.2015 Hg

C4

**exterior signage DIRECTIONAL : SIZE RECOMMENDATIONS**



6'-0" x 3'-0"

6'-0" x 3'-0"

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PEOPLE  
BY DESIGN  
Created for [innerface.com](http://innerface.com)

**THE UNIVERSITY OF**  
**CHICAGO**  
**MEDICINE**  
Created for [uchicagomedicine.org](http://uchicagomedicine.org)

**SIGNAGE RECOMMENDATIONS - SCALE**  
**05.22.2015**  
**High**

**05**



**Ground Lease**

**Village of Orland Park, as Landlord**

**and**

**The University of Chicago Medical Center, as Tenant**

## **GROUND LEASE**

This GROUND LEASE is made as of August 17, 2015, by and between the VILLAGE OF ORLAND PARK, an Illinois home rule municipal corporation ("Landlord"), and THE UNIVERSITY OF CHICAGO MEDICAL CENTER, an Illinois not-for-profit corporation ("Tenant"). (The Landlord and Tenant are sometimes referred to herein individually as a "Party" or collectively as the "Parties.")

**WHEREAS**, on the 17 day of August, 2015, Landlord and Tenant entered into the Development Agreement (University of Chicago Medical Center), pursuant to which the Premises hereinafter described will be developed by Tenant, as the Developer for a multi-story, multi-tenant ambulatory care center occupying up to 120,000 square feet and four (4) floors with associated pharmacy drive-thru and an associated surface parking lot consisting of motor vehicle parking with up to 207 vehicle parking spaces; and

**WHEREAS**, Landlord has executed and Tenant has approved a certain Declaration of Easements, Covenants, Conditions and Restrictions (the "Declaration") which provides that the Landlord will construct or cause to be constructed a multi-level deck (the "Parking Deck") which shall consist of not less than Five Hundred Thirteen (513) parking spaces and additional retail space and Tenant shall have the exclusive right during normal business hours, to use not less than One Hundred Seventy-Five (175) spaces located on the top two (2) levels of the Deck; and

**WHEREAS**, this Ground Lease and the Declaration have been submitted to the Corporate Authorities of Landlord for consideration and review, and: (a) the Corporate Authorities have taken all actions required to be taken prior to the execution of this Ground Lease in order to make this Ground Lease and the Declaration binding upon Landlord; and (b) any and all actions of the Corporate Authorities precedent to the execution of this Ground Lease and the Declaration have been undertaken and performed in the manner required by law and in accordance with the Development Agreement; and

**WHEREAS**, this Ground Lease has been submitted to the Corporate Authorities of Tenant for consideration and review, and: (a) the Corporate Authorities of Tenant have taken all actions required to be taken prior to the execution of this Ground Lease in order to make this Ground Lease binding upon Tenant; and (b) any and all action of the Corporate Authorities of Tenant precedent to the execution of this Ground Lease have been undertaken and performed in the manner required by law and in accordance with the Development Agreement; and

**WHEREAS**, Landlord and Tenant desire to execute this Ground Lease.

### **WITNESSETH:**

For and in consideration of the Rent hereinafter provided, and for and in consideration of the mutual agreements herein set forth and for other good and valuable consideration, Landlord hereby leases and Tenant hereby takes the Premises herein described, upon and subject to the terms and conditions herein set forth, for the Term herein stated, as follows:

## ARTICLE 1 DEFINITIONS

**Section 1.1 Definitions.** The capitalized terms contained in this Ground Lease shall have the same respective meanings as contained in the Development Agreement (Exhibit "A") as well as those set forth below in this Article 1 and those defined in the remaining Articles hereof for purposes of this Ground Lease:

**Building** shall mean the four (4) story multi-tenant ambulatory care center with associated pharmacy.

**CERCLA** shall mean the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. §§9601 *et seq.*, and any future amendments.

**Commencement Date** shall mean the date on which the Term commences, defined as such and set forth in Article 2.

**Corporate Authorities** shall mean the Village President and Board of Trustees of Landlord and the President and Board of Directors of Tenant.

**Damages** shall mean all damages, and includes, without limitation, punitive damages, liabilities, costs, losses, diminutions in value, fines, penalties, demands, claims, cost recovery actions, lawsuits, administrative proceedings, orders, response action costs, compliance costs, investigation expenses, consultant fees, attorneys' and paralegals' fees and litigation expenses.

**Declaration** shall mean the Declaration, Easement and Reciprocal Easement Agreement for the University of Chicago Medical Center/Retail Site in the Main Street Triangle in the Village of Orland Park, Illinois dated and recorded in the Cook County Recorder's Office on August   , 2015, as it may be amended from time to time.

**Developer Project** shall mean the 4-story ambulatory care center of up to 120,000 square feet (but not to include a hospital or emergency room), and subject to possible completion by Landlord pursuant to terms and provisions contained herein, an associated surface parking lot consisting of at-grade motor vehicle parking for up to 207 vehicle parking spaces, being constructed on the Premises and all as more fully described in the Development Agreement and related final plans attached thereto. The Parties envision that a portion (the first floor only) of the Building will be leased to a pharmacy.

**Development Agreement** shall mean the Development Agreement (University of Chicago Medical Center) between Landlord and Tenant (as Developer) dated August 17, 2015.

**Environmental Claim** shall mean any investigation, notice, violation, demand, allegation, action, suit, injunction, judgment, order, consent decree, penalty, fine, lien, proceeding or claim (whether administrative, judicial or private in nature), arising (a) pursuant to, or in connection with an actual or alleged violation of, any Environmental Law, (b) in connection with any Hazardous Material or actual or alleged Hazardous Material Activity, (c) from any abatement, removal, remedial, corrective or other response action in connection with a Hazardous Material,

Environmental Law or other order of a Governmental Authority or (d) from any actual or alleged damage, injury, threat or harm to health, safety, natural resources or the environment which first occurred during the term of this Ground Lease.

Environmental Law shall mean any current or future Legal Requirement pertaining to (a) the protection of health, safety and the indoor or outdoor environment, (b) the conservation, management or use of natural resources and wildlife, (c) the protection or use of surface water and groundwater, (d) the management, manufacture, possession, presence, use, generation, transportation, treatment, storage, disposal, Release, threatened Release, abatement, removal, remediation or handling of, or exposure to, any Hazardous Material or (e) pollution (including any Release to air, land, surface water and groundwater), and includes, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. §§9601 *et seq.*, Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 and Hazardous and Solid Waste Amendments of 1984, 42 U.S.C. §§6901 *et seq.*, Federal Water Pollution Control Act, as amended by the Clean Water Act of 1977, 33 U.S.C. §§1251 *et seq.*, Clean Air Act of 1966, as amended, 42 U.S.C. §§7401 *et seq.*, Toxic Substances Control Act of 1976, 15 U.S.C. §§2601 *et seq.*, Hazardous Materials Transportation Act, 49 U.S.C. App. §§1801 *et seq.*, Occupational Safety and Health Act of 1970, as amended, 29 U.S.C. §§651 *et seq.*, Oil Pollution Act of 1990, 33 U.S.C. §§2701 *et seq.*, Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C. §§11001 *et seq.*, National Environmental Policy Act of 1969, 42 U.S.C. §§4321 *et seq.*, Safe Drinking Water Act of 1974, as amended, 42 U.S.C. §§300(f) *et seq.*, any similar, implementing or successor law, and any amendment, rule, regulation, order or directive issued thereunder.

Environmental Record shall mean any document, correspondence, pleading, report, assessment, analytical result, Governmental Approval or other record concerning a Hazardous Material, compliance with an Environmental Law, an Environmental Claim or other environmental subject.

Final Plans shall mean all Tenant prepared and Landlord approved plans for the Developer Project and as referenced in or attached to the Development Agreement.

Governmental Approval shall mean any permit, license, variance, certificate, consent, letter, clearance, closure, exemption, decision or action or approval of a Governmental Authority.

Governmental Authority shall mean any federal, state, regional, county, local or person or body having governmental or quasi-governmental authority or sub-division thereof.

Hazardous Material shall mean any substance, chemical, compound, product, solid, gas, liquid, waste, byproduct, pollutant, contaminant or material which is hazardous or toxic, and includes, without limitation, (a) asbestos, polychlorinated biphenyls and petroleum (including crude oil or any fraction thereof) and (b) any such material classified or regulated as "hazardous" or "toxic" pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. §§9601 *et seq.*, Solid Waste Disposal Act, as amended by the Resource Conservation and

Recovery Act of 1976 and Hazardous and Solid Waste Amendments of 1984, 42 U.S.C. §§6901 *et seq.*, Federal Water Pollution Control Act, as amended by the Clean Water Act of 1977, 33 U.S.C. §§1251 *et seq.*, Clean Air Act of 1966, as amended, 42 U.S.C. §§7401 *et seq.*, Toxic Substances Control Act of 1976, 15 U.S.C. §§2601 *et seq.*, or Hazardous Materials Transportation Act, 49 U.S.C. App. §§1801 *et seq.*

Hazardous Material Activity shall mean any activity, event or occurrence involving a Hazardous Material, including, without limitation, the manufacture, possession, presence, use, generation, transportation, treatment, storage, disposal, Release, threatened Release, abatement, removal, remediation, handling of or corrective or response action to any Hazardous Material.

Impositions shall mean the taxes, assessments and other rates, levies and governmental charges, defined as such and set forth in Article 5.

Improvements shall mean the buildings and improvements now located on the Land, or hereafter constructed or erected on the Land, including all improvements that were constructed by or through Tenant for Tenant's own account in accordance with the Development Agreement in anticipation of the Ground Lease, as well as any future additions, replacements, or alterations thereto, and any attachments, appliances, equipment, machinery, and other fixtures attached to said buildings and improvements or otherwise located on the Premises other than the Pre-Existing Improvements.

Land shall mean the parcel of land of approximately [2.70] acres depicted and legally described in Exhibit "A" attached hereto and by this reference made a part hereof and the easements, rights, and other appurtenances now or hereafter appurtenant to, benefiting or serving such parcel including the land lying in the bed of any street, alley or highway in front of, within or adjoining the land described in such Exhibit but not including any Improvements or Pre-Existing Improvements.

Landlord. In addition to the meaning ascribed to the term "Landlord" in Section 19.5 hereof, the term "Landlord" means the Village of Orland Park (the "Village") and any legal entity who or which shall succeed by operation of law, but not otherwise, to Landlord's legal and equitable fee simple title to the Land (any such successor to be conclusively deemed to have assumed the obligations of "Landlord" herein by virtue of such succession), provided, however, (i) Landlord shall not sell, transfer, assign or convey the Premises or this Ground Lease without the prior written approval of Tenant, and (ii) Landlord may not encumber the Premises without Tenant's consent which Tenant may withhold in Tenant's commercially reasonable discretion.

Lease Year shall mean each successive twelve month period during the term commencing on the Commencement Date.

Legal Requirement shall mean any treaty, convention, statute, law, regulation, ordinance, Governmental Approval, injunction, judgment, order, consent decree or other requirement of any Governmental Authority.

Main Street Triangle shall mean that geographic area currently owned by the Landlord and bounded on the east by LaGrange Road (U.S. Route 45), on the south by 143<sup>rd</sup> Street and on the north and west by the Norfolk and Southern Railroad right-of-way.

Parking Deck shall mean the Parking Deck as defined in the Recitals, and more fully described in Section 6.7(d).

Permitted Exceptions shall mean only the encumbrances on the Premises title described in Exhibit "C" hereto.

Plat of Subdivision shall mean the plat of subdivision approved by Landlord's Corporate Authorities for the Premises, Jefferson Avenue and the land on which the Parking Deck shall be located.

Pre-Existing Improvements shall mean any improvements located on the Land at such time as Landlord acquired title to the Land (e.g., utility lines).

Premises shall mean the Land and any Pre-Existing Improvements.

RCRA shall mean the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 and Hazardous and Solid Waste Amendments of 1984, 42 U.S.C. §§6901 *et seq.*, and any future amendments.

Reciprocal Easement Agreement shall mean the perpetual, reciprocal access, operating and shared parking agreement referred to in Section 6.7.

Release shall mean any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into the indoor or outdoor environment, including, without limitation, the abandonment or discarding of barrels, drums, containers, tanks and other receptacles containing or previously containing any Hazardous Material.

Rent shall mean the rental, defined as such and set forth in Article 4.

Rent Commencement Date shall mean the date on which the first annual Rent payment is due from Tenant, defined as such and set forth in Article 4.

Retail Pad shall mean the parcel of land, owned by the Landlord, of approximately 1-acre in size and as described in Exhibit "B" attached hereto and by this reference made a part hereof, which parcel adjoins the Land on the north and will be developed by a future retail owner or tenant.

Soil Management Plan shall mean the Plan attached hereto and made a part hereof as Schedule 6.3.

Sublease shall mean any lease or sublease by Tenant of Tenant's interest in all or any portion of the Premises.

Subtenant shall mean the subtenant under a Sublease.

Tenant. In addition to the meanings ascribed to the term "Tenant" in Section 19.5 hereof, the term "Tenant" means The University of Chicago Medical Center ("UCMC"), the tenant

named herein, the Developer under the terms of the Development Agreement and any person, firm, corporation or other legal entity to whom or to which Tenant's interest in this Ground Lease shall be assigned in the manner provided for herein.

## **ARTICLE 2 THE DEMISE FOR THE TERM**

**Section 2.1 Demise.** Landlord hereby leases to Tenant the Premises situated in the Village of Orland Park, County of Cook, State of Illinois, and depicted and described more fully in Exhibit "A" attached hereto and by this reference made a part hereof.

**TO HAVE AND TO HOLD** the Premises unto Tenant and its successors and assigns, from the Commencement Date and continuing thereafter for the remaining term of this Ground Lease.

**Section 2.2 Term.** The Parties acknowledge and stipulate that the Commencement Date of the Term will occur on September 1, 2015 which date shall be when the Premises are delivered to Tenant for construction of the Improvements to be constructed by Tenant on the Premises and Landlord has satisfied the conditions set forth in (i) and (ii) below. Tenant will accept possession of the Premises only after the remediation to be performed pursuant to Section 6.3 has been completed. In lieu of requiring Landlord to remove all Hazardous Materials from the Premises prior to the Commencement Date, Tenant agrees that Landlord shall complete such work as provided for in Section 6.3. Landlord and Tenant agree that prior to the Rent Commencement Date, Jefferson Avenue shall be extended from 143rd Street to 142nd Street providing mutually agreeable access points to the Premises (with the understanding that the base/binder course for Jefferson Avenue will be installed with the final asphalt lift not installed until after a final lift of stone is installed and completion of the Developer Project). Subject to Landlord's obligations pursuant to this Ground Lease, including the Soil Management Plan, Landlord shall deliver the Premises on the Commencement Date in as is/where is condition to complete its development on a timely basis. Necessary utilities (water, storm and sanitary sewers, natural gas and electricity) will be stubbed to within five (5) feet of the Premises at locations and sizes reasonably determined as necessary by Tenant in accordance with the timelines set forth in Section 6.9. Prior to the Commencement Date, (i) all existing easements or other restrictions encumbering the Premises have been abrogated, released or approved by Tenant in its sole discretion, and that the Tenant has approved the location of the utilities. The Premises shall be delivered by Landlord to Tenant so that known and unknown soil conditions that may be encountered during construction activities on the Premises will be addressed in accordance with the Soil Management Plan attached hereto as Schedule 6.3, and (ii) Landlord's Corporate Authorities shall have approved the Declaration and the Plat of Subdivision. Unless otherwise renewed or sooner terminated as provided herein, the Term shall continue until, and expire at, 11:59 p.m., Central Standard or Daylight Time, on the twenty-fifth (25<sup>th</sup>) anniversary of the Landlord's issuance to Tenant of a final occupancy permit for Tenant's improvements on the Premises (the "Expiration Date"). As used herein, "Term" or "term" shall mean the period of time from the Commencement Date until the Expiration Date.

**Section 2.3 Lease Not Terminable Except as Provided Herein.** Except as otherwise expressly provided for herein, this Ground Lease shall not terminate, nor shall Tenant be entitled

to any abatement, diminution, deduction, deferment, or reduction of rent, or set-off against the Rent, nor shall the respective obligations of Landlord and Tenant be otherwise affected by reason of any damage to or destruction of the Premises by whatever cause; any taking by eminent domain or eviction by paramount title (except to the extent this Ground Lease is affected by operation of law); provided, however, the Rent to be paid pursuant to this Ground Lease shall be adjusted if any compensation for a condemnation action is paid to Landlord for the Land, any lawful or unlawful prohibition of Tenant's use of the Premises; any interference with such use by any private person, corporation, or other entity; any inconvenience, interruption, cessation, or loss of business, or otherwise, caused directly or indirectly by any present or future laws, rules, requirements, orders, directions, ordinances, or regulation of the United States of America or of the state, county or city government, or any municipal government other than Landlord or the Village if the Village is no longer the Landlord or lawful authority whatsoever or by priorities, rationing, or curtailment of labor or materials or by war or any matter or thing resulting therefrom; or for any other cause whether similar to or dissimilar from the foregoing, any present or future law to the contrary notwithstanding, it being the intention of the Parties that the obligations of Tenant hereunder shall be separate and independent covenants and agreements and that the Rent and all other payments to be made by Tenant hereunder shall continue to be payable in all events unless the obligations to pay the same shall be terminated pursuant to the express provisions of this Ground Lease. If the Developer Project is discontinued and abandoned by Tenant for any reason other than Landlord's default after the Commencement Date but prior to the Rent Commencement Date, the Premises will be returned to the condition as existed on the Commencement Date.

**Section 2.4 Conveyance of Premises to Tenant.** On the date of the payment in full of all amounts of Rent due hereunder, unless otherwise mutually agreed by Landlord and Tenant, Landlord shall convey the Premises to Tenant or its designee. Landlord shall convey to Tenant by special warranty deed, covenanting and warranting against claims of Landlord or those claiming by, through or under Landlord, and transferring marketable fee simple absolute title to the Premises, subject only to the Permitted Exceptions and to any lien or encumbrance of record created by, through or under Tenant. Landlord shall also execute and furnish Tenant with a standard owner's affidavit of title with a GAP undertaking so as to enable Tenant to obtain an owner's policy of title insurance at the closing, without exception, as to Landlord's acts only, for mechanic's liens, rights of parties in possession claiming by or through Tenant and such other matters as may be covered under the standard title company affidavit for owners. In connection with the closing or incidental to the conveyance of the Premises, Tenant shall pay any and all recording costs, and one half of any escrow fees charged by Tenant's title insurance company and closing escrow agent, but otherwise Landlord and Tenant shall pay their own respective costs. Landlord shall pay the cost of the title insurance policy and one half of the escrow fees. This Ground Lease shall be terminated effective as of the conveyance of the Premises. There shall be no adjustments for real estate taxes and assessments or for any other costs or charges payable by Tenant under the Ground Lease. Closing shall occur at the offices of a national title company designated by Tenant located in Cook County, Illinois. All other closing matters shall be handled in accordance with the standard closing practices of the title company.

**ARTICLE 3**  
**TITLE; QUIET ENJOYMENT; EXCLUSIVITY**

**Section 3.1 Warranty of Title.** Landlord warrants that it holds good fee simple title to the Premises, free and clear of any and all easements, rights of way, restrictions, conditions, covenants, or encumbrances other than the Permitted Exceptions and any liens or encumbrances created by Tenant subsequent to the Commencement Date. On or before the Commencement Date, Seller use its best efforts to cause all delinquent real estate taxes to be either paid in full or to be finally determined by the Cook County Circuit Court and declared to be exempt and such finding is to be reflected on the records of the Cook County Clerk and Cook County Treasurer and waived from the title policy to be issued by Chicago Title Insurance Company. In the event, by March 1, 2016, there remain delinquent real estate taxes not waived from the said title policy, it shall be the obligation of Landlord to fully and finally resolve any such tax delinquency, and Landlord hereby agrees to fully indemnify and hold harmless Tenant from any loss, cost or expense attributable to any such tax delinquency. Landlord shall endeavor to cause the former owner of the Premises and the property on which the Parking Deck is to be located to pay their share of any existing unpaid taxes within forty-five (45) days of the date of this Ground Lease. Except as may be attributable to the activities of Tenant or its sub-tenants on the Premises. In the event any real estate tax parcel affecting the Premises or the Parking Deck are added to the real estate tax sale list or if such taxes are sold, or Plat of Subdivision has not been recorded by March 1, 2016 due in whole or in part due to the non-payment of real estate taxes encumbering the real property comprising the land to be encumbered by the Plat of Subdivision, Landlord shall promptly pay such taxes or redeem such taxes, as applicable. If such taxes are for periods that are after Landlord's ownership of the Premises, Landlord may seek a refund of such taxes. In the event such taxes are not so paid or redeemed within twenty days of notice to Landlord, in addition to its other remedies as set forth herein, Tenant may pay or redeem such real estate taxes, and, and either seek reimbursement from Landlord or offset such amount advanced or redeemed against future payments of Rent due pursuant to this Lease or against Tenant's Contribution as defined in Section 6.7(d) below.

**Section 3.2 Covenant of Quiet Enjoyment.** Landlord covenants that so long as Tenant is performing its covenants and agreements herein and observing the provisions of this Ground Lease after giving effect to all applicable cure periods, Tenant shall peaceably and quietly have possession of and enjoy the Premises in accordance with the terms of this Ground Lease, without hindrance or molestation by Landlord or any persons claiming by, through or under Landlord. Landlord further covenants that Landlord will not sell, transfer, assign, convey or otherwise encumber the Premises or this Ground Lease without the prior written consent of Tenant.

**Section 3.3 Exclusivity.** Subject to the rights of any pre-existing leases, so long as Tenant is delivering healthcare related service at the Building, or is proceeding with the Developer Project, then Landlord will restrict and prohibit the delivery of medical and pharmacy related services on any property within the Main Street Triangle area. This provision shall not apply to small storefront medical practitioners such as an eye doctor, dentist, chiropractor, psychiatrist, or similar healthcare related user which is not materially competing with Tenant and provided such use does not exceed 5,000 square feet and is not part of a competing medical system such as Advocate, Trinity/Loyola, Northwestern, Rush, UIC, Presence, NorthShore,

Tenant, Palos Community Hospital, and Amita, or their respective successor or merged organizations.

Notwithstanding the foregoing, Landlord will not permit another tenant or property owner within the Main Street Triangle to provide the following services within the Main Street Triangle: oncology, orthopedics, cardiology, vascular, gastroenterology, urology, endocrinology, neurology, ophthalmology, otorhinolaryngology, rheumatology, dermatology, and pulmonology.

## **ARTICLE 4 RENT**

### **Section 4.1    Rent.**

(a) On the basis that the portion of the Premises occupied by the Tenant (or any Landlord approved subtenant) is exempt from the assessment and levy of real estate taxes, Tenant shall pay to Landlord as Rent:

(i) the sum of **SEVEN HUNDRED SEVENTY THOUSAND DOLLARS (\$770,000.00)** for each of the first fifteen (15) Lease Years payable monthly, the first of which shall be due on the Rent Commencement Date;

(ii) the sum of **SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$750,000.00)** for Lease Year sixteen (16) and reduced by **TWENTY THOUSAND DOLLARS (\$20,00.00)** for each Lease Year thereafter through Lease Year twenty-five (25) (i.e., **SEVEN HUNDRED THIRTY THOUSAND DOLLARS (\$730,000.00)** in Lease Year seventeen (17), **SEVEN HUNDRED TEN THOUSAND DOLLARS (\$710,000.00)** in Lease Year eighteen (18), etc.).

(b) At any time after the third (3<sup>rd</sup>) Lease Year, if real estate taxes are assessed and levied on any portion of the Premises occupied by the Tenant (or any subtenant that was previously exempt from real estate taxes), Tenant's annual Rent shall be adjusted to an amount equal to:

(i) during Lease Years the Main Street Triangle Tax Increment Finance ("TIF") District is in effect, the greater of (1) **TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000.00)**, or (2) fifty percent (50%) of the result of the following calculation:

**TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000.00) plus the annual Rent specified in 4.1(a) above (less TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000.00)) and minus seventy-five percent (75%) of the real estate taxes payable to the Village (the "Landlord's Real Estate Taxes").**

Illustration: **\$250,000.00 plus ((annual Rent from Section 4.1(a) minus \$250,000.00) minus (Landlord's share of real estate taxes x .75)) x .50.**

(ii) during the Lease Years the Main Street Triangle TIF is no longer in effect, the greater of (1) TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000.00), or (2) fifty percent (50%) of the result of the following calculation:

TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000.00) plus the annual Rent specified in 4.1(a) above (minus TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000.00)) and minus the Landlord's Real Estate Taxes.

Illustration: \$250,000.00 plus (annual Rent from Section 4.1(a) minus \$250,000.00 and minus Landlord's Real Estate Taxes) x .50.

In no event shall the annual Rent be less than TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000.00) during the Term of this Ground Lease.

All Rent payable pursuant to this Section 4.1 shall be paid to the Landlord on a monthly basis, prorated for a fractional portion of a month.

**Section 4.2 Rent Commencement Date.** Tenant shall pay Landlord the first monthly Rent payment on the thirtieth (30<sup>th</sup>) day following the last to be received by Tenant of:

- (a) Landlord's conditional Certificate of Occupancy for the Tenant's ambulatory care center with associated pharmacy and the associated parking structure;
- (b) regulatory approvals deemed necessary or appropriate by Tenant in its reasonable discretion, for the occupancy of the ambulatory care center for delivery of medical services to the public;
- (c) certificate of completion for the Parking Deck which will permit Tenant to access and use without interference the One Seventy Five (175) parking spaces allocated to it pursuant to the Declaration; and
- (d) evidence reasonably satisfactory to Tenant that the Jefferson Avenue extension described in Section 6.6 has been completed and is available for use by Tenant, its patients, the subtenants and other occupants of the Building, and the general public.

**Section 4.3 Contingencies.** This Ground Lease shall not become effective, the Premises will not be delivered to Tenant for construction of the Improvements to be constructed by Tenant on the Premises and no Rent shall be due hereunder, unless and until Tenant has received all required regulatory approvals from the Village of Orland Park, the Village of Orland Park has approved the Declaration and Plat of Subdivision ("Approvals"). The Approvals needed shall be as reasonably determined necessary by Tenant for the development, construction of and occupancy of the Premises. Tenant shall be permitted to terminate this Ground Lease, in its sole discretion, at any time prior to the Rent Commencement Date if the Approvals have not been obtained by September 1, 2015, or such later date that the parties agree upon ("Contingency Deadline") or if Tenant determines, in its sole reasonable discretion, that Tenant will be unable to receive the Approvals by the Contingency Deadline. Provided Tenant has diligently pursued obtaining the Approvals, and continues to diligently pursue obtaining the Approvals, Landlord shall grant Tenant nine (9) thirty (30) day extensions of the Contingency Deadline when and as

needed to obtain said Approvals. Each application to Landlord by the Tenant for a thirty (30) day extension shall be accompanied by a payment to Landlord of TWENTY THOUSAND DOLLARS (\$20,000.00) each of which shall be non-refundable to Tenant if Tenant terminates this Ground Lease, but shall be applied by Landlord to future Rent payments due from Tenant provided this Ground Lease remains in full force and effect following the expiration of the Contingency Deadline and any extensions thereof.

**Section 4.4 Place of Payment.** All Rent payable hereunder shall be paid to Landlord by ACH deposit to Landlord's bank account, unless Tenant is otherwise instructed in writing by Landlord.

**Section 4.5 Absolute Net Lease.** It is the purpose and intent of Landlord and Tenant that except as otherwise expressly provided herein, the Rent herein provided to be paid to Landlord by Tenant be absolutely net to Landlord and that this Ground Lease shall yield net to Landlord without abatement, set-off or deduction therefrom the Rent as herein provided (except upon the occurrence of an event of Default by Landlord under the terms of the Development Agreement or Landlord's default hereunder) to be paid during the Term, and that all costs, expenses, obligations, assessments or impositions of every kind or nature whatsoever which Tenant assumes or agrees to discharge pursuant to this Ground Lease which may arise or become due during the Term shall be paid by Tenant, and Landlord shall be indemnified and saved harmless by Tenant from and against the same. However, nothing herein contained shall be deemed to require Tenant to pay or discharge any liens or mortgages of any character whatever which may be placed upon the Premises by the affirmative act of Landlord except to the extent that Tenant has expressly agreed to pay for such items in writing (it being agreed that the provisions of this Section 4.5 do not constitute such agreement). Notwithstanding anything to the contrary in this Ground Lease, Tenant is not responsible for and is not assuming any liability for, nor is Tenant indemnifying, holding Landlord harmless from or against or defending Landlord against any claims, losses, liabilities, damages, costs or expenses associated with, arising out of or in connection with any income tax consequences to which Landlord is subject as a result of this Ground Lease.

## **ARTICLE 5 PAYMENT OF TAXES, ASSESSMENTS, AND OTHER IMPOSITIONS**

**Section 5.1 Payment of Impositions.** Subject to the provisions set forth below, Tenant agrees to pay, as Additional Rent, and prior to the imposition of any fines, penalties or interest thereon, all Impositions (except as specifically provided otherwise in Section 5.5), of any kind and nature whatsoever, including but not limited to assessments for public improvements or benefits (all of which real estate taxes, assessments, water rates, levies and other governmental charges are hereinafter sometimes referred to as "Impositions"), which as a result of the existence of the Premises or the Developer Project thereon or both, are assessed, levied, confirmed, imposed or become a lien upon the Premises or upon the Developer Project or both during the Term; provided, however, that Landlord shall cause the tax bills or copies thereof in respect of such Impositions to be furnished to Tenant at least fifteen (15) days in advance of the due date of any Imposition or Tenant may elect to have such real estate tax bills mailed directly to Tenant. Any Imposition relating to a fiscal period of the taxing authority, a part of which is included within the Term and a part of which is included in a period of time after the expiration

of the Term, shall be adjusted as between Landlord and Tenant as of the expiration of the Term, so that Landlord shall pay an amount which bears the same ratio to such Imposition which that part of such fiscal period included in the period of time after the expiration of the Term bears to such fiscal period. With respect to any Imposition for public improvements or benefits which by law is payable, or at the option of the taxpayer may be paid, in installments, Landlord shall pay the installments thereof which become due and payable subsequent to the expiration of the Term (unless the Premises is conveyed to Tenant in which case Tenant shall pay such installments), and Tenant shall pay only those installments which become due and payable during the Term. Notwithstanding the foregoing Landlord agrees that the Village will not impose any special assessments or taxes against the Premises that are not imposed generally against commercial property located within the Village. In the event the Village of Orland Park levies taxes upon the Premises pursuant to either or both Orland Park Special Service Areas Nos. 2 and 3 prior to conveyance of the Premises pursuant to Section 2.4, the Landlord shall reimburse Tenant the amounts of such taxes so levied.

In the event real estate taxes are imposed on the Premises as the result of the use of the Surface Parking Lot by the owners and or occupants of the Retail Pad or other owners or occupants of other real property in the Main Street Triangle, Landlord shall pay to Tenant or cause others to pay to Tenant, such real estate taxes within fifteen (15) days of the delivery of the applicable real estate tax bill.

**Section 5.2 Intentionally Deleted.**

**Section 5.3 Place of Payment.** All Impositions payable hereunder shall be paid directly to the relevant payees of such Impositions or, if Tenant shall so elect, to Landlord by ACH deposit to Landlord's bank account, unless Tenant is otherwise instructed in writing by Landlord, for remittance to the relevant payees of such Impositions.

**Section 5.4 Limitations.** Subject to the limitations on special assessments set forth in Section 5.1, Tenant shall pay the general and special real estate taxes and other Impositions as enumerated in this Article 5 of the Lease prior to their becoming delinquent and, at Landlord's request, shall deliver copies of evidence of such payments or official receipts evidencing such payment to Landlord, at the place at which rental payments are required to be made, prior to accrual of any penalties assessed for late payment.

**Section 5.5 Right to Contest Impositions.** If Tenant shall in good faith, desire to contest the validity of such Impositions, Tenant shall have the right to do so without being in default hereunder provided that: (i) Tenant shall give Landlord prompt written notice of Tenant's intention to institute such legal proceedings as are appropriate; (ii) such proceedings shall be promptly instituted and conducted in good faith and with due diligence, and (iii) the Premises shall not be in danger of being sold, forfeited or lost. Such written notice shall be given by Tenant to Landlord or the appropriate governmental agency in accordance with applicable laws so as to not result in a tax sale or forfeiture. Landlord agrees to cooperate with Tenant in any such proceeding, at no material cost to Landlord. All costs associated with such contest, including Tenant's attorney fees, shall be the responsibility of Tenant. Any fees payable to attorneys retained by Landlord shall be paid by Landlord.

**Section 5.6 Failure to Pay Impositions.** Subject to the provisions of Section 5.5, if Tenant shall fail, refuse, or neglect to make any of the payments in this Article 5 required prior to the date when a delinquent rate would be imposed, then Landlord may, at its option and without waiver of the default thus committed by Tenant, upon ten (10) days' prior written notice to Tenant, pay same, and the amount of money so paid, including reasonable attorney's fees and expenses incurred in connection with such payments, together with interest on all of such amounts at the rate set forth below in Section 14.1(d) shall be repaid by Tenant to Landlord upon demand, and the payment thereof may be collected by Landlord in the same manner as though said amount were an installment of Rent specifically required by the terms of this Ground Lease to be paid by Tenant to Landlord.

## **ARTICLE 6 CONSTRUCTION OF DEVELOPER PROJECT**

**Section 6.1 Developer Project.** Tenant, at its sole risk, cost and expense (except to the extent provided for in the Development Agreement and elsewhere in this Ground Lease), shall construct and develop on the Premises the Developer Project described in the Final Plans more fully described and set forth in the Development Agreement. In addition, Tenant shall have the right at any time during the Term to erect or install additions to, alterations of or replacements for such initially constructed Developer Project, and to improve, alter or otherwise modify the Developer Project, subject, however, to the provisions of Section 9.2.

**Section 6.2 Control of Construction.** The construction and development of the Developer Project, and any and all subsequent work on or about the Premises shall be done in compliance with all federal and state statutes as well as all codes and ordinances of the Village of Orland Park.

**Section 6.3 Excavation Refuse Material.** The Soil Management Plan attached hereto and made a part hereof as Schedule 6.3 shall be used to address known and unknown soil conditions that may be encountered during construction activities on the Premises.

**Section 6.4 Discharge of Mechanic's Liens.** Landlord with respect to the work performed by Landlord's contractors and Tenant with respect to the work performed by Tenant's contractor's shall not suffer or permit any mechanic's liens to be filed against Tenant's leasehold interest on the Premises or Landlord's fee simple title to the Premises by reason of work, labor, services or materials supplied to Tenant or Landlord or as a result of an agreement with, or the assent of, Tenant or Landlord, including, without limitation, any mechanic's liens arising out of or in connection with the construction of the Developer Project contemplated under the Final Plans. If any such mechanic's liens shall at any time be filed against either party's interest in the Premises or any part thereof in violation of the foregoing, the party responsible for such lien shall promptly cause the same to be discharged of record, insured over or bonded over as may be necessary to provide the party whose interest is encumbered with security against a foreclosure of such party's interest in the Premises or any part thereof to satisfy the same in accordance with Section 9.3 hereof.

**Section 6.5 Title to Developer Project.** Landlord and Tenant agree and acknowledge that all the Developer Project, other than Pre-Existing Improvements and possibly the surface

parking lot, will be constructed by or through Tenant for Tenant's own account in accordance with the Final Plans approved by Landlord and Tenant. Title to the Developer Project constructed on the Premises after the Commencement Date by or through Tenant in accordance with Section 9.2 or the Final Plans shall be deemed vested in, and belong to and shall be deemed to be owned by Tenant for all purposes including, without limitation, income tax purposes. Unless and until Tenant shall acquire and become the owner of the fee simple title to the Premises, including without limitation pursuant to Section 2.4 of this Ground Lease, Landlord shall be entitled to possession of any of the Developer Project remaining on the Premises at the end of the Term or the end of Tenant's right to remain in possession of the Premises. The additional hard and soft costs incurred by Tenant as the result of recent changes requested by the Landlord to the Building exterior in the form of a tower (the "Tower Design Changes"), in an amount equal to the lesser of One Hundred Fifty-Nine Thousand Four Hundred Seventy Nine Dollars (\$159,479.00) on the Tower Design Changes cost as demonstrated by reasonable documentation submitted to the Landlord, shall be deducted by Tenant from Tenant's Contribution.

**Section 6.6 Extension of Jefferson Avenue.** Landlord shall be responsible for the design, engineering and construction costs associated with extending Jefferson Avenue northward from 143rd Street to 142nd Street, including the public utilities to be located within the Jefferson Avenue right-of-way in accordance with plans approved by Tenant with access points to the Premises as mutually agreed upon by the Landlord and Tenant ("Jefferson Avenue Extension") and identified in Schedule 6.7(d) attached hereto and made a part hereof. Landlord and Tenant shall mutually coordinate, and collaborate in, all activities surrounding the construction and extension of Jefferson Avenue as herein provided.

**Section 6.7 Parking and Parking Deck Construction.**

(a) As a part of the Developer Project, Landlord shall construct, or cause to be constructed, on the Premises a surface grade parking lot pursuant to the Final Plans and the Development Agreement in accordance with plans and specifications approved by Landlord and Tenant (the "Surface Parking Lot"). Said parking lot shall accommodate not less than TWO HUNDRED SEVEN (207) motor vehicle parking spaces.

(b) Tenant shall, between the hours of 6:00 p.m. and 4:00 a.m. on weekdays and all day on weekends and legal holidays, make all but fifty of the surface parking spaces located on the Premises available for motor vehicle parking by Main Street Triangle residents, invitees and customers. This usage of parking spaces located on the Premises shall be documented in the Declaration. Included in such agreement will be Landlord's indemnification, in form and substance approved by Tenant, of Tenant for any loss, claim, lawsuit or liability for property damage, personal injury or wrongful death arising from use of the parking spaces on the Premises by persons other than customers, employees and invitees of Tenant or Tenant's subtenants. Landlord shall cause the surface parking lot to be monitored during the hours from 4:00am to 6:00pm on weekdays ("Exclusive Use Hours") to insure that Tenant and its subtenants, guests, patients, employees and invitees have the exclusive use of the surface parking lot during Exclusive Use Hours. In the event such monitoring does not provide such exclusive use during the Exclusive Use Hours, Tenant may require Landlord to require occupants of the Retail Pad space and other users to use a valet parking system to assure adherence to the use of

the Retail Pad spaces only. The cost of the valet system shall be paid by the owners and occupants of the Retail Pad. Notwithstanding the foregoing, six spaces as identified in Exhibit E attached hereto shall be set aside for the use of the Retail Pad. Landlord will work with Tenant to provide alternative parking for its tenants, contractors, subcontractors, employees and vendors within the Main Street Triangle by May 30, 2016. Tenant shall cease the use of the Surface Parking Lot Area as a staging area for its construction activities, on or before March 1, 2016, so long as Tenant has access to the alternative parking referred to above, Landlord agrees to complete the Surface Parking Lot, including the utility infrastructure to be placed therein, so the Surface Parking Lot is ready for use by Tenant at such time without interference on or before October 1, 2016. In the next sixty (60) days, Landlord and Tenant shall work to agree on a program to provide Tenant with replacement parking, and space for trailers and other areas so that Tenant, Tenant's contractor, subcontractors and vendors and their respective employees have adequate access to and parking for the staging, construction and outfitting of the Building.

(c) On or before December 31, 2016, Landlord agrees to complete the construction of the Parking Deck containing not less than Five Hundred Thirteen (513) vehicle spaces to be located above and directly east and west of Jefferson Avenue along 143<sup>rd</sup> Street. The Parking Deck shall be completed in accordance with the Plans and Specifications reasonably agreed to by the parties and for purposes of this Ground Lease, shall be as depicted on and the minimal standards are described in Schedule 6.7(c) attached hereto and made a part hereof.

(d) Except as specifically provided in this Section 6.7(d), Tenant shall contribute a total of \$11,200,000 ("Tenant's Contribution") as its entire contribution towards the development of the Parking Deck, the Surface Parking Lot "Associated Site Work and the Tower Design Changes," (as hereinafter defined). It was estimated that \$2,200,000 of Tenant's Contribution would be used to complete the 207 Surface Parking Lot and "Associated Site Work" for the "Parking Lot Area" and the "Building Pad Area" (collectively, the "Surface Parking Lot and Site Work"). One half of the actual soft costs and hard costs (as demonstrated by reasonable documentation submitted to the Landlord) incurred by Tenant in connection with the Associated Site Work on the Building Pad, up to a maximum of \$420,791, will be credited towards Tenant's Contribution. The balance of Tenant's Contribution will be utilized for the development of the 513 (or more) stall Parking Deck. Any funds remaining after the deduction for the Tower Design Changes as provided in Section 6.5, and the costs incurred by Landlord and Tenant for the Surface Parking Lot and Associated Site Work may be used by Landlord towards the construction of the Parking Deck. In no event, shall Tenant be obligated to contribute more than \$11,200,000 for the development of the Parking Deck, the Surface Parking Lot and Associated Site Work for the Parking Lot Area, the Building Pad Area subject to the potential additional amounts incurred by Tenant as provided in this Section 6.7(d), and the Tower Design Changes.

Tenant shall perform the "Associated Site Work" in the area located within the dotted lines located at the south end on the Preliminary Site Plan dated April 15, 2015 attached hereto and made a part hereof as Schedule 6.7(d)(1) (the "Building Pad Area"). Landlord shall perform the Associated Site Work on the portion of the Premises which does not include the Building Pad Area which area is located outside the dotted lines on Schedule 6.7(d)(1) and is sometimes hereinafter referred to as the "Parking Lot Area". The Associated Site Work for the Parking Lot

Area and the Building Pad Area is further described as Schedule 6.7(d)(2) attached hereto and made a part hereof.

(e) All costs incurred, including hard costs and soft costs, in connection with the Parking Deck, the Surface Parking Lot and the Associated Site Work for the Building Pad Area and the Parking Lot Area in excess of Tenant's Contribution shall be paid for by Landlord. Landlord shall obtain a guaranteed maximum price for the Parking Deck, and the Surface Parking Lot and Associated Site Work for the Parking Lot Area (the "GMP"). As work progresses on the Parking Deck and Parking Lot Work, Landlord and Tenant shall each contribute their "Proportionate Share" into a construction escrow established at Chicago Title Insurance Company's ("CTI") office located at 10 S. LaSalle Street in Chicago. Such payments shall be made as each construction draw request is made but no more than once per month. Tenant's Proportionate Share for such construction draws shall be equal to a fraction, the numerator of which is Tenant's Contribution, less the estimated cost of the Associated Site Work on the Building Pad Area, and the denominator of which is the GMP. Landlord's Proportionate Share for such construction draws shall be equal to the difference between 1 and Tenant's Proportionate Share for such construction draws. The payments to contractors and subcontractors shall be made in accordance with procedures agreed to by Landlord, Tenant and CTI.

(f) In the event Landlord has not commenced the construction of the Surface Parking Lot on or before September 1, 2016 and/or the Parking Deck on or before July 1, 2016, Landlord and Tenant shall meet to discuss (i) the impact on Tenant's future use of the Premises and (ii) the timelines for construction and completion, adequate staffing for such construction, including possible overtime, necessary to complete such work on or before the completion dates identified in Sections 6.7(b) and 6.7(c) respectively.

(g) For purposes of Section 6.5 and 6.7(d), "reasonable documentation" shall mean sworn statements with reasonable back up to document such costs.

**Section 6.8 Signage.** In accordance with all applicable Village of Orland Park codes and ordinances, Tenant shall have the right to erect, affix and display such signage as Tenant may consider necessary or desirable on the exterior and interior walls, doors and windows of the Building (including directional and designated accessible parking signage in parking areas) and signs on the exterior of the Building. In the event a monument sign is erected at either the 142<sup>nd</sup> Street or Ravinia Avenue entrances to the Main Street Triangle, Tenant shall be permitted to install panel(s) on said sign(s).

**Section 6.9 Utility Service.** Subject to Section 19.7, Landlord shall cause the utility lines and related infrastructure to be provided to the Premises in locations and to the extent applicable, in the capacities and/or specifications as identified by Tenant to Landlord all in accordance with the following timeline:

Premises Electrical Service:	February 1, 2016
Building Natural Gas Service:	December 1, 2015
Building [Sanitary] Sewer:	February 1, 2016
Building Water:	March 1, 2016

**ARTICLE 7**  
**USE AND OPERATION OF THE PREMISES**

**Section 7.1 Permitted Use.** Tenant shall use the Premises for an ambulatory care center (but not to include a hospital or emergency room), medical office, back room and support services and related motor vehicle parking, as more fully described in the Final Plans and as provided for in the Development Agreement, office and for no other non-medical use whatsoever without Landlord's prior written consent, which shall not be unreasonably withheld, provided Landlord may take into account the compatibility with applicable zoning requirements and whether the proposed non-medical uses are inconsistent with the nature of a medical and related retail development as announced or identified by Landlord to Tenant from time to time for the Main Street Triangle. The Parties also envision that a portion of the Building (the first floor only) will be leased to a pharmacy or if not so leased, utilized for a pharmacy operated by Tenant but providing services [only to patients and invitees to the Building.] Landlord agrees that there will be no restriction on days or hours of operation (except with respect to the sale of alcoholic beverages consistent with the ordinances of general applicability), and no operating covenant shall be imposed upon Tenant.

**Section 7.2 Compliance With Laws.** Tenant shall, at its sole cost and expense, obtain all governmental permits, approvals, licenses, and authorizations needed by Tenant to conduct its business upon the Premises, and shall maintain same during the Term. Landlord covenants and agrees to cooperate with Tenant, at Tenant's expense, in the obtaining of such permits, approvals, licenses, and authorizations. While formal site plan and design approval will need to be secured by Tenant, Landlord, by virtue of entering into this Ground Lease for the development of the Premises, acknowledges that Landlord is conceptually supportive of the services to be located within the Building (including drive-thru services) and the size and scope of the Building planned for the Premises, the number of parking spaces being provided, and the generally proposed site plan including the movement of Jefferson Avenue approximately sixteen (16) feet to the west. Tenant covenants and agrees that it will, at its sole cost and expense, take such actions as may be lawfully required by any public body having jurisdiction over the Premises in order to comply with such sanitary, zoning, and other similar requirements designed to protect the public, in effect during the Term, applicable to the Premises or the manner of Tenant's use and occupancy of the Premises or otherwise applicable to the Premises. Tenant shall, at Tenant's expense, make any alterations or repairs to the Premises that may be necessary to comply with any of the foregoing, subject to the applicable provisions of Article 9.

**ARTICLE 8**  
**INSURANCE**

**Section 8.1 Premises Insurance During Construction.** During construction of the Developer Project, Tenant shall maintain the policies of insurance (including the types, coverages, insureds, and terms (including terms with respect to policies being primary and non-contributing) described on Schedule 8.1, which Section 8.1 shall control in the event of any inconsistencies between the information on Section 8.1 and the text of this Section. Each such policy or endorsements thereto will: (a) be written by a company reasonably acceptable to

Landlord; (b) not be canceled without advance notice to Landlord; and (c) contain a waiver of the right of subrogation, to the extent available at commercially reasonable premiums. Any policy of general liability insurance required by this Section to be maintained by Tenant shall name Landlord as an additional insured. Tenant shall deliver to the Landlord certificates (or equivalent proof of self-insurance) of the insurance policies required by this Section, executed by the insurance company or the insurance broker placing such policies.

An insurance company with an A.M. Bests' Rating Guide rating of A/VII shall be deemed to be a company acceptable to Landlord.

**Section 8.2 Premises Insurance Following Completion of Construction and Upon Issuance of the Certificate of Occupancy.** At all times following Tenant's completion of construction and Landlord's issuance of the Certificate of Occupancy and during the term hereof, Tenant shall provide and maintain (excluding the Retail Pad and parking facilities located thereon) the following policies of insurance at Tenant's sole cost and expense:

(a) commercial general liability insurance, not containing contractual liability exclusion against claims and liability for personal injury, bodily injury, death, or property damage occurring on, in, or about the Premises, with limits of liability of not less than Five Million Dollars (\$5,000,000.00) for liability arising out of any one occurrence, Tenant shall cause such insurance policy or policies to add Landlord as additional insured.

(b) worker's compensation insurance with statutory limits of liability and employer's liability insurance with limits of liability of not less than One Million Dollars (\$1,000,000.00) in respect of any work or other operations done or performed on or about the Premises.

(c) insurance insuring Tenant against loss or damage to the Premises and Developer Project by fire, lightning, windstorm, hail, explosion, aircraft, smoke, vandalism, malicious mischief, vehicle damage and other risks from time to time included under a so called "Special Form Causes of Loss" policy (or its equivalent), together with earthquake and equipment breakdown coverage. Such insurance shall provide coverage in an amount no less than 100% of the full replacement cost of the Developer Project.

(d) business interruption insurance in an amount of at least One Million Dollars (\$1,000,000) to insure Tenant against the loss of all or any portion of the Premises revenue plus any continuing expenses for a minimum period of one year from the date of the event resulting in the interruption of Tenant's business at the Premises.

**Section 8.3 Blanket Policies.** Tenant may effect the coverages required above under its blanket insurance policies, and such insurance may be effected by a combination of basic and excess or umbrella policies covering other properties or liabilities of Tenant; provided, however, as follows: any such policy of blanket insurance shall provide limits of insurance available to the Premises not less than the amount required herein; any such policy of blanket insurance shall comply in all respects with the requirements set out herein; and the protection afforded under any such policy of blanket insurance shall be not less than that which would have been afforded under a separate policy or policies relating only to the Premises. In the event the insurance required hereunder is carried under a combination of primary insurance and excess or umbrella

coverage, said insurance shall be primary insurance as far as concerns Tenant, and shall not call upon any other insurance effected or procured by Landlord for defense, contribution, or payment. Tenant shall not take out separate primary general liability insurance concurrent in form or contributing in the event of loss with that required herein to be furnished by Tenant unless Landlord is included therein as additional insured. Tenant may elect to self-insure any of the insurance required herein in a valid program of self-insurance.

**Section 8.4 Additional Policy Requirements.** All insurance policies required hereunder shall be written and signed by reputable and financially sound insurance companies licensed to do insurance business in Illinois having a rating of not less than category [A-VII] as listed in Bests' Rating Guide or the similar rating if such rating ceases to be published or available. All such policies will not be cancelled without advance notice to Landlord. Anything in this Ground Lease to the contrary notwithstanding, Landlord and Tenant each hereby waives any and all rights of recovery, claim, action or cause of action, against the other, its agents, officers, directors, members, shareholders or employees, for any loss or damage that may occur to the Premises, or any improvements thereto, or any property of such party therein, by reason of fire, the elements, or any other cause which could be insured against under the terms of standard fire and extended coverage insurance policies, regardless of cause or origin, including negligence of the other party hereto, its agents, officers or employees, and covenants that no insurer shall hold any right of subrogation against such other party.

**Section 8.5 Certificates of Insurance and Payment of Premiums.** Tenant shall deliver certificates of insurance evidencing the required coverages and limits of liability. Said certificates shall be so delivered immediately after the writing and effective date of said policies but in no event less frequently than annually; provided, however, that Tenant may pay the premiums monthly or quarterly. Tenant will pay the premiums for all insurance policies which Tenant is obligated to carry under the terms of this Ground Lease; and Tenant will cause renewals of expiring policies to be written and the certificates therefor to be delivered to Landlord before the expiration date of such expiring policies, with certificates to be delivered to Landlord, as set out herein, promptly upon their preparation.

**Section 8.6 Liability for Deductible Amounts.** Tenant, as principal named insured for all property insurance required hereunder, retains full responsibility for payment of all deductibles under each of said policies. Nothing herein contained shall be construed as rendering Landlord liable for the payment of any such insurance premiums but if, at any time during the Term or any extensions hereof, Tenant shall fail, refuse, or neglect to effect, maintain, or renew any of the policies of insurance required by this Ground Lease, or fail, refuse or neglect to keep and maintain same in full force and effect, or to pay premiums therefor promptly when due, or to deliver to Landlord any of such certificates, then Landlord at its sole option but without obligation to do so, may after ten (10) days prior notice to Tenant, effect, maintain or renew liability insurance, and the amount of money paid as the premium thereon, plus interest at the rate set forth in Section 14.1(d) below, shall be collectible as though it were rent then matured hereunder and due and payable forthwith.

**Section 8.7 Tenant's Indemnity.** Unless due to the intentional misconduct or negligence of, or breach of this Ground Lease or the Development Agreement constituting an uncured Event of Default by, Landlord or Landlord's officers, agents, contractors, employees or

invitees, and except as provided in the last sentence of Section 4.5 of this Ground Lease, Tenant will defend, indemnify, and hold harmless Landlord, its trustees, officers, employees and agents (the "Landlord Indemnified Parties") from and against any and all liabilities, claims, losses, damages, actions, judgments, costs, and expenses (including without limitation reasonable attorney's fees and expenses) of every kind imposed upon or asserted against the Landlord Indemnified Parties or Landlord's title in the Premises arising by reason of or in connection with (a) Tenant's possession, use, occupancy, or control of the Premises; (b) any accident, injury to or death of persons, or loss of or damage to property occurring on or about the Premises caused by Tenant or Tenant's officers, agents, contractors or employees; (c) the possession, operation, use, misuse, maintenance, or repair of the Premises; or (d) any failure on the part of Tenant to perform or comply with any of the terms of this Ground Lease. If it becomes necessary for Landlord to defend any action seeking to impose any such liability, Landlord may elect to notify Tenant and tender defense of such action to Tenant. Tenant shall accept such tender of defense (with counsel reasonably acceptable to Landlord), and Tenant will pay all costs, expenses, and reasonable attorney's fees incurred in effecting such defense, in addition to any other sums which Landlord may be called upon to pay by reason of the entry of a judgment against Landlord in the litigation in which such claim is asserted. Landlord shall not be responsible for the loss of or damage to property or injury to or death of persons occurring in or about the Premises by reason of any future condition, defect, matter, or thing caused by Tenant or Tenant's officers, agents, contractors or employees in the Premises, or for the acts, omissions, or negligence of Tenant or Tenant's officers, agents, contractors or employees in and about the Premises, and Tenant agrees to defend (with counsel reasonably acceptable to Landlord), indemnify, and hold the Landlord Indemnified Parties harmless from and against all claims and liability for same.

**Section 8.8 Landlord's Indemnity.** Unless due to the intentional misconduct or negligence of, or breach of this Ground Lease or the Development Agreement constituting an uncured Event of Default by, Tenant or Tenant's officers, agents, contractors, or employees, and except as provided in the last sentence of Section 4.5 of this Ground Lease, Landlord will defend, indemnify, and hold harmless Tenant, its trustees, officers, employees and agents (the "Tenant Indemnified Parties") from and against any and all liabilities, claims, losses, damages, actions, judgments, costs, and expenses (including without limitation reasonable attorney's fees and expenses) of every kind imposed upon or asserted against the Tenant Indemnified Parties or Tenant's interest in the Premises arising by reason of or in connection with (a) Landlord's use or control of the Premises; (b) any accident, injury to or death of persons, or loss of or damage to property occurring on or about the Premises caused by Landlord or Landlord's officers, agents, contractors or employees; (c) the operation, use, misuse, maintenance, or repair of the Premises by Landlord or Landlord's officers, agents, contractors or employees; or (d) any failure on the part of Landlord to perform or comply with any of the terms of this Ground Lease. If it becomes necessary for Tenant to defend any action seeking to impose any such liability, Tenant may elect to notify Landlord and tender defense of such action to Landlord. Landlord shall accept such tender of defense (with counsel reasonably acceptable to Tenant), and Landlord will pay all costs, expenses, and reasonable attorney's fees incurred in effecting such defense, in addition to any other sums which Tenant may be called upon to pay by reason of the entry of a judgment against Tenant in the litigation in which such claim is asserted. Tenant shall not be responsible for the loss of or damage to property or injury to or death of persons occurring in or about the Premises by reason of any future condition, defect, matter, or thing caused by Landlord or Landlord's officers, agents, contractors or employees in the Premises, or for the acts, omissions,

or negligence of Landlord or Landlord's officers, agents, contractors or employees in and about the Premises, and Landlord agrees to defend (with counsel reasonably acceptable to Tenant), indemnify, and hold the Tenant Indemnified Parties harmless from and against all claims and liability for same and Landlord will pay all costs, expenses, and reasonable attorney's fees incurred in effecting such defense, in addition to any other sums which Tenant may be called upon to pay by reason of the entry of a judgment against Tenant in the litigation in which such claim is asserted. Notwithstanding anything else in this paragraph to the contrary, the Landlord shall not be responsible or liable for, nor does Landlord have any responsibility to remediate any environmental condition on the Premises and/or the Developer Project known or unknown caused by the release or threatened release of Hazardous Materials by any third party (which shall mean any person or entity other than the Landlord or any condition existing prior to the Commencement Date) other than as set forth in Section 6.3 above from and after the Rent Commencement Date, except as a result of, or as may be necessary to cure, a breach of any representation, warranty, or covenant of Landlord contained in this Lease or the Development Agreement.

**Section 8.9 Additional Insurance.** In addition to insurance otherwise required to be maintained by Tenant pursuant to Sections 8.1, 8.2 and 8.3, Tenant will, during the Term, obtain and maintain such additional type of insurance and/or, as to the insurance to be maintained under this Ground Lease, maintain such insurance in each case in such increased amounts as Landlord may reasonably require consistent with currently reasonable standards for similarly situated properties leased on similar terms, provided, Landlord may not request such changes more frequently than three times during the Term, and Landlord provides Tenant one hundred twenty (120) days advance notice of such request.

## **ARTICLE 9 CONDITION OF IMPROVEMENTS**

**Section 9.1 Landlord Obligations.** Landlord and Tenant will each be responsible for their respected proportionate shares of maintenance, repair and replacement of the Parking Deck which shall be set forth in the Declaration [with Tenant's proportionate share based on the a fraction, the numerator is the total reserves spaces for Tenant [(i.e. 175)] and the denominator of which is the total number of parking spaces (i.e. 537); [provided, however Tenant is shall not be responsible for contributions relating to or excess charges caused by the retail component of the Parking Deck or costs and expenses in excess of those typically paid for parking garages, except with respect to defects to the Surface Parking lot attributable to the initial construction of such Surface Parking Lot or as provided in the Declaration with respect to the Surface Parking Lot, Landlord shall not under any circumstances be required to furnish any services or facilities to make any repairs, replacements or alterations of any nature or description in or to the Premises whether ordinary or extraordinary, structural or non-structural, foreseen or unforeseen, or to make any expenditure whatsoever in connection with this Ground Lease or to maintain the Premises in any way. Except as provided herein, Tenant hereby waives the right to make repairs at the expense of Landlord pursuant to any law in effect at the time of the execution of this Ground Lease or thereafter enacted, and assumes the full and sole responsibility for the condition, operation, repair, replacement, maintenance, and management of the Premises.

**Section 9.2 Alteration of Developer Project.** Tenant will not commit any waste of the Premises. Except if the Premises are conveyed to the Tenant pursuant to Section 2.4 and except in the event the Term ends as the result of the exercise of eminent domain, Tenant shall deliver the Premises and Developer Project to Landlord at the end of the Term or the end of Tenant's right to remain in possession of the Premises, whichever occurs later. Following completion of the Developer Project and Landlord's issuance of the certificate of occupancy for the same, Tenant shall have the right to effect any alterations, improvements or additions to the Premises desired by Tenant provided that Tenant shall advise Landlord regarding any proposed alterations, improvements or additions affecting the structure of the Developer Project. In connection with any such alterations, improvements or additions of a structural nature, Landlord may impose such reasonable conditions with respect thereto as Landlord deems appropriate in order to assure that such alterations, improvements or additions comply with the Laws imposed by the Village generally with respect to commercial property as opposed to the Premises specifically. The work necessary to make any alterations, improvements or additions to the Premises shall be done at Tenant's expense by employees of or contractors hired by Tenant. All work done by Tenant or its contractors pursuant to this Section 9.2 shall be done in a good and workmanlike manner using only good grades of materials and shall comply with all applicable insurance requirements and all applicable laws, statutes, codes and regulations. All required permits shall be promptly obtained by Tenant at Tenant's expense, the cost of which shall not exceed the cost of permits imposed generally by the Village for commercial projects.

**Section 9.3 Liens.** Neither party will suffer or permit any mechanic's, materialman's, or similar liens for labor or materials furnished to the Premises during the Term or any extensions hereof to be filed against Landlord's fee simple interest in the Premises or Tenant's leasehold interest therein and/or the Developer Project; and if any such lien shall be filed, the party responsible for such lien will either pay the same, insure over, bond over, or procure the discharge thereof by giving security or in such other manner as may be permitted by law within sixty (60) days after notice of the filing or within such shorter time period as may be required by law. The party responsible for such lien shall have the right, however, at its sole cost and expense, in its name or in the name of the other party or in the name of both, to contest any such lien, provided the existence of such lien pending such contest shall not jeopardize Landlord's fee simple interest in the Premises. Each party shall indemnify the other party against, and save the other party harmless from, any and all loss, damage, claims, liabilities, judgments, interest, costs, expenses, and attorney's fees arising out of the filing of any such lien. Each party's indemnification obligation pursuant to the preceding sentence shall survive the expiration or termination of this Ground Lease. Nothing contained herein shall constitute any consent or request by either party, express or implied, to permit the making of any claim against the other party's interest in the Premises in respect thereto.

## ARTICLE 10 ENVIRONMENTAL MATTERS.

**Section 10.1 Representations and Warranties of Tenant.** Tenant represents and warrants that as of the Commencement Date:

(a) With the exception of pre-existing conditions at the Premises for which Tenant should assume no liability, Tenant will comply with any applicable Environmental Law applicable to its use or possession of the Premises throughout the term of this Ground Lease;

(b) To the extent available on the Commencement Date, Tenant will have obtained all Governmental Approvals required for its intended operations at the Premises and/or the Developer Project by any applicable Environmental Law; and

(c) except as set forth in this Ground Lease, Tenant intends to and will use no material quantity of any Hazardous Material and conduct no Hazardous Material Activity in violation of any applicable Environmental Law at the Premises and/or the Developer Project.

**Section 10.2 Representations and Warranties of Landlord.** Landlord represents and warrants that as of the Commencement Date except as previously disclosed to Tenant and/or set forth in documents or written materials provided to or from the Tenant, to the best of Landlord's knowledge (which for the purposes of this paragraph shall mean the actual present knowledge of its present Village President, Village Trustees, Village Manager, Assistant Village Manager and heads of departments of Landlord), there are no Environmental Claims against the Land and there are no Hazardous Materials present in, on or about the Land in violation of any applicable Environmental Law, and Landlord has complied with all applicable Environmental Laws with respect to the Land.

### **Section 10.3 Covenants of Tenant**

Tenant shall:

(a) not use the Premises and/or the Developer Project in violation of Environmental Laws and will comply in all respects, and will remain in compliance, with all applicable federal, state, regional, county or local laws of applicability to commercial projects generally and will maintain the Premises and/or the Developer Project in compliance in all material respects with any applicable law of applicability to commercial projects generally (including but not limited to Environmental Laws) and be responsible for making any notification or report concerning the Premises and/or the Developer Project required as a result of the act or omission of Tenant or Tenant's officers, agents, servants, contractors, subcontractors or employees, successors and assigns or any person (other than Landlord or Landlord's officers, agents, servants, contractors, subcontractors or employees, successors and assigns) acting, by, through or on behalf of, Tenant, or permitted to use the Premises and/or the Developer Project by Tenant (collectively "Tenant Affiliates") to a Governmental Authority required to be made by any applicable law; provided, however, Landlord agrees not to impose any laws or reporting requirements on Tenant, the Premises or the Developer Project which are not generally applicable to health care facilities or retail facilities with respect to any portion share used for retail purposes;

(b) not allow the installation of asbestos containing materials or underground storage tanks on the Premises and/or the Developer Project (except as authorized by the Lease), or any item, article, container or electrical equipment, including but not limited to transformers, capacitors, circuit breakers, reclosers, voltage regulators, switches, electro-magnet and cable, containing PCBs, by any Tenant Affiliate; Tenant will take all reasonable steps to assure that

there will be no spill, discharge, leak, emission, injection, escape, dumping or Release of any toxic or hazardous materials or substances by any Tenant Affiliate on the Premises and/or the Developer Project in violation of applicable Environmental Laws during the Term of this Ground Lease;

(c) obtain and maintain in full force and effect all material Governmental Approvals required by any applicable law for operations at the and/or the Developer Project, provided, however, Tenant shall not enter into negotiations with any Governmental Authority or agency to develop variances or revisions to laws or regulations with respect to the Premises and/or the Developer Project without Landlord's prior written approval, not to be unreasonably withheld, conditioned or delayed;

(d) expeditiously cure to the reasonable satisfaction of Landlord any material violation of applicable laws at the Premises and/or the Developer Project at Tenant's own expense to the extent such violation is attributable to events or conditions which arose during this Ground Lease Term and are caused by any person permitted to use the Premises and/or the Developer Project by any Tenant Affiliate;

(e) except as set forth in this Ground Lease, not create or operate at the Premises and/or the Developer Project any landfill or dump or hazardous waste management facility or solid waste disposal facility as defined pursuant to RCRA or any comparable state law. Tenant will take all reasonable steps to assure that there will be no spill, discharge, leak, emission, injection, escape, dumping or Release of any toxic or Hazardous Material by any Tenant Affiliate on the Premises and/or the Developer Project;

(f) except as set forth in this Ground Lease, Tenant shall not manufacture, use, generate, transport, treat, store, Release, dispose or handle any Hazardous Material or toxic material at the Premises and/or the Developer Project in violation of any applicable Environmental Law, without the written permission of Landlord; Tenant further covenants and agrees that all Hazardous Material which may be used by any Tenant Affiliate for any purpose upon the Premises and/or the Developer Project shall be used or stored thereon only in accordance with all applicable standards and laws. Tenant covenants that to the extent that any Hazardous Materials are manufactured, brought upon, placed, stored, transferred or distributed upon or within the Premises and/or the Developer Project by Tenant or any Tenant Affiliate, it shall be done in compliance with all Environmental Laws. Tenant shall promptly notify Landlord in writing of and provided any reasonably requested documents after learning of any of the following which arise in connection with the Premises and/or the Developer Project:

(i) any liability for response or corrective action, natural resource damage or other harm pursuant to CERCLA, RCRA or any comparable state law;

(ii) any Environmental Claim arising (i) pursuant to, or in connection with an actual or alleged violation of, any Environmental Law, (ii) in connection with any Hazardous Material or actual or alleged Hazardous Material Activity, (iii) from any abatement, removal, remedial, corrective or other response action in connection with a Hazardous Material, Environmental Law or other order of a Governmental Authority or

(iv) from any actual or alleged damage, injury, threat or harm to health, safety, natural resources or the environment;

(iii) any violation of an Environmental Law or Release, threatened Release or disposal of a Hazardous Material, waste or substance; or

(iv) any restriction on the ownership, occupancy, use or transferability arising pursuant to any (i) Release, threatened Release or disposal of a Hazardous Material, waste or substance, or (ii) Environmental Law.

(g) conduct expeditiously to the reasonable satisfaction of Landlord and in accordance with any applicable Environmental Law any response action necessary to remove, remediate, clean up or abate any Release, threatened Release or disposal of a Hazardous Material, waste or substance during the Term of this Ground Lease by any Tenant Affiliate, at Tenant's expense provided, however, with respect to any response action:

(i) No Tenant Affiliate shall enter the Premises and/or the Developer Project into any cleanup program without Landlord's reasonable written approval. Tenant Affiliates shall not enter into negotiations with any Governmental Authority to develop variances or revisions to laws or regulations with respect to the Premises and/or the Developer Project without Landlord's reasonable written approval;

(ii) Landlord reserves to itself, and Tenant hereby grants to Landlord, its agents, attorneys, employees, consultants, contractors and third parties, an irrevocable license, right and authorization to enter upon and inspect the Premises and/or the Developer Project for purposes of performing any environmental work that Landlord is required by a Governmental Authority to perform, and to perform such tests, and work, including, without limitation, subsurface testing, soil and groundwater testing, and other work which may physically invade the Premises and/or the Developer Project or improvements thereon, as Landlord reasonably determines is necessary to protect its interests as a result of an actual or potential violation of any applicable Environmental Law. Any entry by Landlord shall be after prior notice, and to the extent applicable, any environmental work shall be performed by licensed environmental consultants with commercially reasonable levels of insurance. Tenant shall have the right to retain its own environmental consultants to monitor Landlord's activities. Landlord and Tenant shall reach a good faith consensus as to how to conduct the work with as little interference as possible to Tenant's use and operation of the Premises.

(iii) Tenant shall inform Landlord of and Landlord must reasonably approve in writing any response action on the Premises and/or the Developer Project by any Tenant Affiliate. Tenant shall provide Landlord with copies of any Environmental Record and all records, documents or reports of any kind received by any Tenant Affiliate during the Term of this Ground Lease which relate or refer to the environmental matters and/or conditions associated directly or indirectly with the Premises and/or the Developer Project, including but not limited to written reports of a site assessment, environmental audits, soil test reports, water test reports, laboratory analysis and documents, reports or writings relating or referring to the Premises and/or the Developer Project.

(iv) Any soil or groundwater contaminated by Tenant or any Tenant Affiliate which is to be removed in order to comply with applicable Environmental Laws shall be removed at the sole cost and liability of Tenant, Tenant will sign all necessary documents and manifests for the proper disposal of said contaminated soil and/or groundwater, and Landlord will not be identified at any time, in any place, document or Environmental Record or manifest as the owner, generator or transporter of said contaminated soil or groundwater.

(h) upon the written request of Landlord to the extent reasonably necessary to protect Landlord's interests in the Premises as a result of an actual violation of any applicable Environmental Law by any Tenant Affiliate, timely provide at Tenant's expense a report of an environmental assessment of reasonable scope, form and depth (including, where appropriate, invasive soil or groundwater sampling) by a consultant reasonably approved by Landlord as to:

(i) any matter to the extent such matter arises by any Tenant Affiliate and during this Ground Lease Term and for which notice is provided pursuant to the above requirements or which is the basis of an Environmental Claim in connection with the Premises and/or the Developer Project; and

(ii) if Tenant will not take title to the Premises, the general environmental condition of the Premises and/or the Developer Project within three hundred and sixty-five (365) days of the termination date. If such a requested environmental report is not delivered within seventy-five (75) days after receipt of Landlord's request, then Landlord may arrange for same. The reasonable cost of any Phase I (and Phase II if a recognized environmental condition is found and such consultant recommends further testing) assessment arranged for by Landlord pursuant to this provision shall be payable by Tenant on demand.

(i) subject to the limitations set forth in Section 8(ii) above, allow Landlord or its representatives from time to time at Landlord's reasonable discretion and expense to inspect the Premises and/or the Developer Project and conduct at Landlord's cost, an environmental assessment (including invasive soil or groundwater sampling), including, without limitation, to facilitate any other sale of the Premises and/or the Developer Project approved by Tenant in writing (to the extent required hereunder);

(j) promptly provide or otherwise make available to Landlord any reasonably requested Environmental Record concerning the Premises and/or the Developer Project which Tenant possesses or can reasonably obtain from any Tenant Affiliate;

(k) if Tenant does not take title to the Premises and if requested by Landlord and to the extent required by Environmental Laws, remove from the Premises and/or the Developer Project at its expense by the termination date any Hazardous Materials located on the Premises in violation of applicable Environmental Laws or equipment to manufacture, generate, transport, treat, store, Release, dispose or handle any Hazardous Material used during the Term of this Ground Lease by any Tenant Affiliate, including without limitation, any underground storage tank;

(i) not do or permit any act or thing during the Term of this Ground Lease by any Tenant Affiliate which is in violation of any law arising from activities thereon, or that constitutes a public or private nuisance or waste to the Premises and/or the Developer Project or any part thereof;

(m) not construct or install new or reconstruct existing underground storage tanks and underground interconnecting conveyance facilities for any material or substance without the advance written consent of Landlord;

(n) use commercially reasonable efforts to notify Landlord by telephone within two hours of Tenant's actual knowledge of any Release of Hazardous Materials, including the extent to which the identity of Hazardous Material is known, the quantity thereof and the cause(s) of the Release, and provide Landlord within 72 hours of the event, with copies of all written notices by Tenant that are reported to or received from a Governmental Authority;

(o) provide such information that Landlord may reasonably request from time to time to determine compliance by Tenant with this section;

(p) maintain the Premises and/or the Developer Project in a manner which does not unreasonably interfere with Landlord's ability to comply with any applicable laws; and

(q) not transport or dispose of any soil or groundwater onto or from the Premises and/or the Developer Project except in compliance with all applicable laws.

**Section 10.4 Covenants of Landlord.** Landlord shall notify Tenant in writing of and provide any reasonably requested documents within 72 hours after learning of any of the following which arise in connection with the Premises and/or the Developer Project:

(a) any liability for response or corrective action, natural resource damage or other harm pursuant to CERCLA, RCRA or any comparable state law;

(b) any Environmental Claim arising (i) pursuant to, or in connection with an actual or alleged violation of, any Environmental Law, (ii) in connection with any Hazardous Material or actual or alleged Hazardous Material Activity, (iii) from any abatement, removal, remedial, corrective or other response action in connection with a Hazardous Material, Environmental Law or other order of a Governmental Authority or (iv) from any actual or alleged damage, injury, threat or harm to health, safety, natural resources or the environment;

(c) any violation of an Environmental Law or Release, threatened Release or disposal of a Hazardous Material, waste or substance; or

(d) any restriction on the ownership, occupancy, use or transferability arising pursuant to any (i) Release, threatened Release or disposal of a Hazardous Material, waste or substance, or (ii) Environmental Law.

**Section 10.5 Tenant's Environmental Indemnification.** Tenant on behalf of itself, its successors and assigns does hereby covenant and agree, at its sole cost and expense, to indemnify, defend and hold Landlord and Landlord's former, current and future officials,

members, officers, servants, employees, agents, successors and assigns (collectively "Landlord Parties"), harmless from and against any loss, actions, responsibilities, obligations, liability, Damages (whether direct or consequential), expenses, claims (whether asserted or unasserted, direct or indirect, existing or inchoate, known or unknown, having arisen or to arise in the future), penalties, fines, injunctions, suits (including but not limited to suits alleging or related to personal injury and/or death), proceedings, disbursements or expenses (including, without limitation, attorneys' and experts' fees and disbursements and court costs) (collectively, the "Liabilities"), arising under or relating to any Environmental Laws, or any other Liabilities which may be incurred by or asserted against any of the Landlord Parties directly or indirectly resulting or arising from, alleged to arise from, or caused by, in whole or in part, from the presence of Hazardous Material on, in or from the Premises and/or the Developer Project (including the groundwater thereunder) and/or any condition of any property (including groundwater) or surface water alleged to have been caused by the migration, transportation, release or threatened release of Hazardous Materials on, in or from the Premises and/or the Developer Project (including the groundwater thereunder); provided that the foregoing indemnity shall apply only to those events, conditions or matters arising or occurring during the Term of this Ground Lease and is a result of the release of Hazardous Materials in violation of Environmental Laws caused by any Tenant Affiliate (collectively, the "Tenant Environmental Indemnity"). It is the specific intention of this paragraph that Tenant shall not be responsible or liable for, nor does Tenant have any responsibility to remediate any environmental condition on the Premises and/or the Developer Project known or unknown caused by the release or threatened release of Hazardous Materials by any third party (which shall mean any person or entity other than a Tenant Affiliate) or which migrates onto the Premises from off of the Premises, except as a result of, or as may be necessary to cure, a breach of any representation, warranty, or covenant of Tenant contained in this Lease or the Development Agreement.

Tenant shall assume the expense of defending all suits, administrative proceedings and disputes of any description with all persons, entities, political subdivisions or government agencies and Governmental Authority arising out of the matters to be indemnified by the Tenant Environmental Indemnity by a law firm reasonably acceptable to Landlord. Tenant shall pay, promptly upon entry, any nonappealable order, judgment or other final resolution of any claim or dispute arising out of the matters to be indemnified by the Tenant Environmental Indemnity and shall pay promptly when due any fines, penalties or agreed settlements arising out of such matters. In the event that such payment is not made, Landlord or any Landlord Party, at its or their sole discretion, may proceed to file suit against Tenant to compel such payment. Tenant also agrees that it will not settle or compromise any action, suit or proceeding without Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed.

The duration of the Tenant Environmental Indemnity shall survive the expiration of the Ground Lease unless after the Term of this Ground Lease, Tenant delivers to Landlord an environmental report from an environmental consultant reasonably acceptable to Landlord indicating there is no finding of any violations of Environmental Laws nor the presence of any Hazardous Materials on the Premises in violation of applicable Environmental Laws and/or the Developer Project during the Term of this Ground Lease and is a result of the release of Hazardous Materials in violation of Environmental Laws caused by any Tenant Affiliate, and is in all other respects reasonably acceptable in form and substance to Landlord.

Notwithstanding anything to the contrary contained in this Ground Lease, Landlord shall not be liable to any Tenant Affiliate for any diminution in the value of the Premises and/or the Developer Project, loss of profits or rents, or any other loss of business, damages or business interruption, nor any loss or Damage of any kind which any Tenant Affiliate suffered or would have suffered because of the presence of environmental contamination on, at or under the Premises and/or the Developer Project during the Term of this Ground Lease by any Tenant Affiliate.

Tenant's obligations under the Tenant Environmental Indemnity shall in no way be impaired, reduced or released by reason of Landlord's omission or delay to exercise any right described herein or in connection with any notice, demand, warning or claim regarding any matter covered by the Tenant Environmental Indemnity.

**Section 10.6 Landlord's Environmental Indemnification.** Landlord on behalf of itself, its successors and assigns does hereby covenant and agree, at its sole cost and expense, to unconditionally indemnify, defend and hold Tenant and Tenant's former, current and future officials, members, officers, servants, employees, agents, successors and assigns (collectively "Tenant Parties"), harmless (collectively, the "Landlord Environmental Indemnity") from and against any Liabilities, arising under or relating to any Environmental Laws, or any other Liabilities which may be incurred by or asserted against any of the Tenant Parties directly or indirectly resulting or arising from, alleged to arise from, or caused by, in whole or in part, from the presence of Hazardous Material on, in or from the Premises and/or the Developer Project (including the groundwater thereunder) and/or any condition of any property (including groundwater) or surface water alleged to have been caused by the migration, transportation, release or threatened release of Hazardous Materials on, in or from the Premises and/or the Developer Project (including the groundwater thereunder); provided that the foregoing indemnity shall apply only to those events, conditions or matters arising or occurring prior to the Commencement Date, which are the result of a release of Hazardous Materials on to Premises after the Commencement Date relating to the Shell gas station or the dry cleaners formerly located on or near the Premises (to the extent required under Section 6.3) or are a result of the release of Hazardous Materials in violation of Environmental Laws caused by Landlord or Landlord's officers, agents, servants, contractors, subcontractors or employees, or any person, other than a Tenant Affiliate, or any prior owners, occupants and tenants, permitted to use the Premises and/or the Developer Project by Landlord during the Landlord's ownership of the Premises and/or Developer Project (collectively "Landlord Affiliates"). It is the specific intention of this paragraph that Landlord shall not be responsible or liable for, nor does Landlord have any responsibility to remediate any environmental condition on the Premises and/or the Developer Project known or unknown caused by the release or threatened release of Hazardous Materials by any third party (which shall mean any person or entity other than a Landlord Party), except as a result of, or as may be necessary to cure, a breach of any representation, warranty, or covenant of Landlord contained in this Lease. Landlord's direct responsibility with respect to the Shell Gas station or the dry cleaner's Hazardous Materials shall terminate upon the later of (i) the completion of the construction of the Project and receipt of a final certificate of occupancy, and (ii) receipt by Tenant of copies of manifests and documents in Landlord's possession, custody or control evidencing the proper disposal of contaminated soils from the Premises and other documentation typically provided to owners and occupants in connection with the removal and disposal of the contaminated soils from the Premises.

Landlord shall assume the expense of defending all suits, administrative proceedings and disputes of any description with all persons, entities, political subdivisions or government agencies and Governmental Authority arising out of the matters to be indemnified by the Landlord Environmental Indemnity by a law firm reasonably acceptable to Tenant. Landlord shall pay, promptly upon entry, any non-appealable order, judgment or other final resolution of any claim or dispute arising out of the matters to be indemnified by the Landlord Environmental Indemnity and shall pay promptly when due any fines, penalties or agreed settlements arising out of such matters. In the event that such payment is not made, Tenant or any Tenant Party, at its or their sole discretion, may proceed to file suit against Tenant to compel such payment. Landlord also agrees that it will not settle or compromise any action, suit or proceeding without Tenant's prior written consent, which consent shall not be unreasonably withheld.

The duration of the Landlord Environmental Indemnity shall be indefinite unless after the Term of this Ground Lease, Landlord delivers to Tenant an environmental report from an environmental consultant acceptable to Tenant showing neither any violations of Hazardous Material Laws nor the presence of any Hazardous Materials on the Premises and/or the Developer Project prior to the Commencement Date and is the result of the release of Hazardous Materials in violation of Environmental Laws caused by a Landlord Party, and is in all other respects reasonably acceptable in form and substance to Tenant.

Notwithstanding anything to the contrary contained in this Ground Lease, Tenant shall not be liable to Landlord for any diminution in the value of the Premises and/or the Developer Project, loss of profits or rents, or any other loss of business, damages or business interruption, nor any loss or Damage of any kind which Landlord suffered or would have suffered because of the presence of environmental contamination on, at or under the Premises and/or the Developer Project prior to the Commencement Date or by Landlord or Landlord's officers, agents, contractors or employees.

Landlord's obligations under the Landlord Environmental Indemnity shall in no way be impaired, reduced or released by reason of Tenant's omission or delay to exercise any right described herein or in connection with any notice, demand, warning or claim regarding any matter covered by the Landlord Environmental Indemnity.

## **ARTICLE 11 DAMAGE OR DESTRUCTION**

**Section 11.1 No Abatement of Rent.** Unless the damage is caused by Landlord Affiliate, notwithstanding any contrary law, Rent shall not be suspended or abated as a result of any damage or destruction to, and/or during any restoration or rebuilding of, the Premises and/or the Developer Project.

## **ARTICLE 12 LIMITATION ON ASSIGNMENT OF LEASE, TRANSFER AND SALE**

**Section 12.1 Transactions Requiring Landlord's Consent.** Tenant shall not, without the prior written consent of Landlord, which consent may be withheld or conditioned based upon Landlord's determination that the use proposed by the subtenant or assignee is incompatible with

Landlord's plans and zoning for the Main Street Triangle) and shall be given or denied (and if denied with reasons therefor) within thirty (30) days after a request for such consent from Tenant, assign this Ground Lease. Tenant may sublet the Premises or any part thereof and may permit the use or occupancy of all or any part of the Premises by any parties other than Tenant, its agents, employees and invitees without the consent of Landlord.

**Section 12.2 Transactions Included In Consent Requirement.** Tenant shall not have the right, without the prior consent of Landlord, which consent shall not be unreasonably withheld or delayed, to assign this Ground Lease to any person other than Tenant's subsidiaries, affiliates or any parent or controlled corporation of Tenant that does not result in any material change of control of Tenant. The merger of Tenant into or with another entity shall not be deemed an assignment of Tenant's interest in this Ground Lease, and any change of control of Tenant resulting from the sale or transfer of control of Tenant shall not be deemed an assignment.

**Section 12.3 Effectiveness of Assignment/Sublease; No Avoidance of Liability.** Tenant shall give Landlord written notice of any proposed assignment under Section 12.1 and of any transaction contemplated under Section 12.2, which notice shall contain the proposed principal terms thereof. No assignment of this Ground Lease shall be effective unless, following Landlord's consent, the assignee shall execute an appropriate instrument assuming all of the obligations of Tenant hereunder and unless Tenant acknowledges therein its continued liability under this Ground Lease. Landlord's consent to any proposed assignment (when such consent is required pursuant to Section 12.1), shall not constitute a waiver of Landlord's right reasonably to approve or disapprove of any subsequent assignment.

**Section 12.4 Prohibition of Sale.** Landlord agrees that Landlord may not transfer, sell or transfer the Premises without first complying with the provisions of Section 12.5 and Section 12.5.

**Section 12.5 Grant of Right of First Refusal.** Landlord hereby grants to Tenant a right of first refusal with respect to the Premises. If at any time during the Term, Landlord elects to sell, alien, transfer or convey the Premises and Landlord is willing to accept a bona fide offer from a third party to acquire the Premises (any such offer to or from a third party is herein called a "Third Party Offer"), Landlord shall deliver to Tenant its offer to sell the Premises upon the terms and conditions set forth in the Third Party Offer. Tenant shall have forty five (45) days (the "Acceptance Period") to accept such offer to purchase on the terms and conditions contained in the Third Party Offer. The closing of the sale of the Premises shall occur in accordance with the terms of the Third Party Offer. If Tenant fails to timely accept the Third Party Offer, and Tenant does not exercise the option set forth in Section 12.6 below, Landlord may sell, transfer or convey the Premises to such third party upon the same terms and conditions contained in the Third Party Offer subject to the terms and provisions of this Ground Lease. If no sale to such third party on the same terms set forth in such Third Party Offer is consummated within sixty (60) days after the expiration of the Acceptance Period, Landlord may not sell the Premises to a third party on any terms during the Lease Term without again first offering the Premises to Tenant as set forth above.

**Section 12.6 Grant of Option to Purchase.** (a) Landlord hereby grants to Tenant an option to purchase the Premises. Tenant shall have forty-five (45) days from receipt of Landlord's delivery of the Third Party Offer (the "Acceptance Period") (such Third Party Offer referenced in Section 12.5 above) to exercise to exercise an option to purchase the Premises for the Option Price (as hereinafter determined). The closing of the sale of the Premises shall occur thirty (30) days after the Option Price is determined in accordance with this Section 12.6. If Tenant fails to timely accept the Third Party Offer, and Tenant does exercise the Option to Purchase the Premises, Landlord shall be free to sell the Premises to such third party on the same terms set forth in such Third Party Offer provided the closing is consummated within sixty (60) days after the expiration of the Acceptance Period, Landlord may not sell the Premises to a third party on any terms during the Lease Term without again first offering the Premises to Tenant as set forth above.

(b) If after the exercise of the option to purchase the Premises pursuant to this Section 12.6, the parties are unable to agree upon the purchase price for Landlord's interest in the Premises (the "Option Price") within twenty (20) days, either party at its own cost and expense and by giving notice to the other party in writing, may appoint a real estate appraiser who is a member of the Appraisal Institute, or Society of Real Estate Appraisers, or an equivalent professional organization, with at least five (5) years' experience appraising commercial properties in Cook County, Illinois ("Qualified Appraiser"), to set the Option Price. If a party does not appoint a Qualified Appraiser within ten (10) days after the first party has given notice of the name of its Qualified Appraiser, the single Qualified Appraiser, appointed shall be the sole appraiser and shall set the Option Price. Within thirty (30) days after the selection of the last of the two Qualified Appraisers to be appointed by the parties, the Qualified Appraisers shall render their opinions of the fair market value of Landlord's interest in the Premises. Such interest shall be determined by valuing the present value of a Landlord's interest in the Land for the remainder of the Term of the Ground Lease, recognizing that Landlord is to convey the Premises to Tenant upon the expiration of the Term for One Dollar (\$1.00). The Rent to be paid hereunder by Tenant under this Lease shall not be considered in arriving at the present value of Landlord's interest in the Land for the remainder of the Term. If the two valuations are within ten percent (10%) of each other, such valuations shall be averaged and the average of the two shall be the Option Price. If only one appraisal is timely submitted that appraisal shall constitute the Option Price. If the two valuations are separated by more than ten percent (10%) then the two appraisers shall, within ten (10) days following the last date for submission of the two appraisals of Option Price, appoint a third Qualified Appraiser. If the parties are unable to agree upon a third Qualified Appraiser within such ten (10) day period, they shall seek the appointment by the Chief Judge of the Circuit Court of Cook County or the chief officer of the local chapter of the Appraisal Institute.

The third Qualified Appraiser shall, within thirty (30) days after his or her appointment, state in writing his or her determination as to whether the Option Price stated by Landlord's Qualified Appraiser or the Option Price stated by Tenant's Qualified Appraiser, most closely approximates his or her own which decision shall be final and binding upon the parties.

The fees and expenses of the third Qualified Appraiser shall be divided equally between the parties and each party shall bear the fees and cost of its own Qualified Appraiser.

## ARTICLE 13 CONDEMNATION

**Section 13.1 Temporary Taking by Eminent Domain.** If, during the Term, the temporary use of the whole or any portion of the Premises shall be taken as a result of the exercise of the power of eminent domain (or deed or easement in lieu thereof), Tenant shall be entitled to the entire compensation and award for any and all damage, loss or injury suffered as a result of such temporary taking, and this Ground Lease shall continue in full force and effect without any abatement of the rental or other payments required to be made by Tenant hereunder.

**Section 13.2 Total Taking of Whole or Affecting Whole by Eminent Domain.** If, during the Term, all of the Premises shall be permanently taken as a result of the exercise of the power of eminent domain (or deed in lieu thereof), or a portion of the Premises shall be taken as a result of the exercise of eminent domain with resulting damages to the Developer Project and the award made in such proceedings shall be based on a determination that the portion of the Premises not taken cannot practicably be rehabilitated for Tenant's intended use, then Tenant may at its option terminate this Ground Lease effective on the date of vesting of title with the condemning authority or its designees. The compensation and award for any and all damage, loss or injury suffered as a result of such taking shall be apportioned between Landlord and Tenant as follows:

**FIRST**, Landlord shall receive such portion of the award as shall represent compensation for the fair market value of the Land as of the date of filing of the condemnation action (or such other date as the court having jurisdiction shall determine), based upon comparable land sales in vicinity of the Premises and such other factors as may be relevant under Illinois law, but not the Rent to be paid hereunder, times a fraction, the numerator of which is the remaining years of the Term and the denominator is 25, and Pre-Existing Improvements taken, considered as vacant and unimproved and unencumbered by this Lease;

**SECOND**, Tenant's leasehold Mortgagee, if any, shall receive a sum equal to the unpaid principal balance of any Leasehold Mortgage, or so much thereof as the balance of the award is sufficient to pay;

**THIRD**, Tenant shall receive the entire balance of the award, if any.

**Section 13.3 Substantial Taking Not Affecting Whole.** If, during the Term, a portion of the Premises shall be taken as a result of the exercise of eminent domain (or deed in lieu thereof) with resulting damage to any of the Developer Project and the amount of the award made is based on a determination that the portion of the Premises not so taken is of value and can practicably be rehabilitated, then unless Tenant, within sixty (60) days after the vesting of title to the land in the condemnor and issuance of the award, shall elect at its option, to cancel this Ground Lease and surrender the Premises to Landlord, this Ground Lease shall upon vesting of title in such proceedings terminate only as to that portion of the Premises so taken, and Rent shall abate from and after vesting of title in such proceedings in the proportion that the area taken bears to the area of the entire Premises. In the event Tenant elects not to effect such restoration or is unable to do so, the award shall be shared between Landlord and Tenant. Landlord and Tenant agree that Landlord's share of the condemnation award shall be equal to the product of

the fair market value of the Land taken as of the date of filing of the condemnation action (or such other date as the court having jurisdiction shall determine), based upon comparable land sales in vicinity of the Premises and such other factors as may be relevant under Illinois law but not the Rent to be paid hereunder, times a fraction, the numerator of which is the remaining years of the Term and the denominator is 25, less the fair market value of the Improvements surrendered to Landlord and not condemned. The remainder of the award shall be paid to Tenant. In the event the Parties are not so able to determine the disposition of such award, the Parties shall submit such determination to binding arbitration conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA") or a similar arbitration mechanism if AAA is no longer in existence. Each party shall pay the fees and expenses of its appraiser and one-half the fees and expenses of the arbitrator.

**Section 13.4 Voluntary Transfers in Lieu of Condemnation.** Notwithstanding anything stated herein to the contrary, Landlord shall not voluntarily transfer all or any part of the Premises or Landlord's interest therein in lieu of the actual exercise of the power of eminent domain without the prior written consent of Tenant which Tenant may withhold in its sole discretion it being understood that, among other reasons which may be the basis for the withholding of consent in Tenant's sole discretion, Tenant may withhold consent if such proposed transfer would in effect materially and adversely affect Tenant's rights under this Ground Lease or the operation by Tenant of its business at the Premises.

**Section 13.5 Agreement Not to Condemn.** Landlord hereby agrees that, during the Term of this Ground Lease, whether or not the Village is the Landlord under the Ground Lease for the entire Term, the Village shall not seek to condemn the Premises or any portion thereof for any reason unless Tenant fails to keep the Improvements in good condition and repair and the dilapidated condition of the Improvements would permit Landlord to condemn the Premises under Village of Orland Park ordinances of general applicability.

## **ARTICLE 14 STORM WATER MANAGEMENT; UTILITIES; EASEMENTS; LANDLORD'S ACCESS**

**Section 14.1 Storm Water Management.** Storm water runoff emanating from the Premises shall be retained in accordance with a central retention/detention system owned and maintained by the Landlord located within the Main Street Triangle but not on the Premises. At its sole cost and expense, Landlord shall construct all needed off-site storm sewers to connect to said central retention/detention system in accordance with final engineering plans approved by the Landlord and Tenant. Tenant shall construct all on-site storm sewers serving Tenant's Building Pad and Landlord shall construct all on-site storm sewers serving the Surface Parking Lot on the Premises. The design criteria, construction and maintenance of the storm sewers and the central retention/detention system shall be in accordance with all standards of the Landlord applicable to commercial property generally and of the Metropolitan Water Reclamation District of Greater Chicago ("MWRD"). Landlord shall be the applicant for the MWRD Permits. If necessary and if requested by Landlord, Tenant shall be a co-applicant (with Landlord) to secure the necessary MWRD permits.] Provided Tenant, after completion of the Developer Project, adds no material additional storm water burden to the central retention/detention stormwater management system, Tenant shall not be responsible, through special assessments or tap-in fees

or recapture fees, for any current or future costs which Landlord may incur to increase the capacity of said central retention/detention system. In the event the storm water management system serving the Main Street Triangle and Premises is not sufficient to meet the demands of the development, all costs to expand the capacity or improve the efficiency of the storm water management system shall be paid by Landlord.

**Section 14.2 Payment of Public Utility Charges.** Tenant shall pay or cause to be paid all charges for gas, water, sewer, electricity, light, heat or power, telephone or other communication service used, rendered or supplied upon in connection with the Developer Project.

**Section 14.3 Easements.** Landlord agrees, upon request of Tenant at any time and from time to time, and at the sole cost of Tenant, to join in the grant of new easements and rights of way or alteration of existing easements and rights of way upon, under or over the Premises for public utilities, public purposes, access to public facilities, roads and ways, parking, and reciprocal easements, provided such grant or grants are reasonably necessary for the construction, development and/or operation of the Developer Project for the uses herein permitted. Landlord shall cause all existing public and private utility easements encumbering the Premises to be terminated prior to the Commencement Date except for those easements deemed by Tenant to be reasonably necessary for the construction, development and/or operation of the Developer Project for the uses permitted. Except easements which may be required to service only the Premises, any new easements encumbering the Premises shall be located along the prior boundaries of the property within applicable setbacks. New easements for utilities serving only the Premises shall be in locations approved by Tenant. Notwithstanding the foregoing, the Nicor easement running through the parking lot area will not be terminated prior to the Commencement Date but the gas line will be relocated by Landlord along the exterior boundaries of the Premises or North of the Retail Pad after the Commencement Date but prior to the commencement of construction of the Surface Parking Lot and underlying utilities by Landlord and such easement shall then be terminated by Landlord and Nicor.

**Section 14.4 Landlord's Access to Premises.** Other than in the event of an emergency involving an imminent threat to persons or property, in which event Landlord may gain such access to the Premises as is necessary to protect such persons and/or property, Landlord may not have any entry or access to the Premises (i) without at least twenty four (24) hours' prior notice to Tenant, (ii) except at reasonable times, (iii) without being accompanied by a representative authorized by Tenant to permit such entry by Landlord, (iv) other than in accordance with Tenant's reasonable security arrangements, or (v) in any manner which interrupts, interferes with or diminishes the operations of Tenant in the Premises or would cause Tenant to incur costs or expenses that Tenant would not have incurred but for such entry.

## ARTICLE 15 DEFAULT PROVISIONS

### **Section 15.1 Defaults and Remedies.**

**(a) Events of Default.** It shall be an "Event of Default":

(i) if either Tenant or Landlord fails to perform or observe any term, condition or covenant of the Development Agreement so as to cause an Event of Default under said Development Agreement;

(ii) if either Tenant or Landlord fails to perform or observe any term, condition, or covenant of this Ground Lease to be performed or observed by it with respect to the obligation to pay money; provided that such failure shall not be an Event of Default if it is cured by Tenant or Landlord within thirty (30) business days after receipt of written notice from Landlord or Tenant, respectively, that such payment is overdue;

(iii) if either Tenant or Landlord fails to perform or observe any term, condition, or covenant of this Ground Lease to be performed or observed by it, other than those addressed in Subsections 14(a)(i) or (ii) above; provided that: (A) such failure shall not be an Event of Default if it is cured or corrected by Tenant or Landlord within thirty (30) days after receipt of written notice from Landlord or Tenant; and (B) if such failure is of a nature that it cannot be cured or corrected within thirty (30) days, despite reasonably diligent efforts, then the 30-day period shall be extended as reasonably may be necessary for Tenant or Landlord, as applicable, to cure or correct the failure, so long as Tenant or Landlord, as applicable: (1) commences to cure or correct the breach within the 30-day period; and (2) diligently pursues such cure or correction to completion;

**(b) Remedies.** Whenever an Event of Default occurs, the non-defaulting Party may take whatever actions at law or in equity are necessary or appropriate to:

(i) collect any payments due under this Ground Lease;

(ii) protect the rights granted to the non-defaulting Party under this Ground Lease;

(iii) enforce the performance or observance by the defaulting Party of any term or condition of this Ground Lease (including, without limitation, the right to specifically enforce any such term or condition); or

(iv) cure, for the account of the defaulting Party, any failure of the defaulting Party to perform or observe a material term or condition of this Ground Lease to be performed or observed by it; or

(v) terminate this Lease in accordance with this Section 15(b).

Landlord may only terminate this Ground Lease as the result material default since any such termination shall result in a material forfeiture to Tenant. In order to terminate this Ground

Lease, Landlord must provide Tenant not less than two notices of default. The cure period for any material monetary default shall be not less than sixty (60) days after the first notice and not less than thirty (30) days after the second notice. Tenant shall have not less sixty (60) days after receipt of the first notice to cure material non-monetary defaults and not less than thirty (30) days after receipt of the second notice of a non-monetary default. In addition, Tenant shall have a reasonable time period given the nature of the default to cure non-monetary defaults if such default may not be susceptible to cure within the sixty (60) day period so long as Tenant commences to cure during the sixty (60) day cure period and Tenant diligently proceeds to cure such default. Notwithstanding the foregoing, in the event Tenant disputes the default, Landlord may not terminate the Lease until Landlord obtains a determination in the Cook County Circuit Court that such action or inaction constitutes a default and Tenant has a sixty (60) day cure period for such default which commences on the date that the court makes such finding that Tenant is in default, plus the extended cure period to the extent applicable. If there is an Event of Default by Tenant, then, in addition to the foregoing remedies, Landlord may exercise any remedies available to it under the Development Agreement.

(c) **No Remedy Exclusive.** With the exception of the right under applicable law to terminate this Lease which is governed by the provisions set forth in Section 15.1(b), no right or remedy herein conferred upon, or reserved to, a non-defaulting Party is intended to be exclusive of any other available right or remedy, unless otherwise expressly stated; instead, each and every other right or remedy shall be cumulative and in addition to every other right or remedy given under this Ground Lease or now or hereafter existing at law or equity other than the right to terminate this Ground Lease. No delay or omission by a non-defaulting Party to exercise any right or remedy upon any Event of Default shall impair any such right or remedy, or be construed to be a waiver thereof, and any such right or remedy may be exercised from time to time, and as often as may be deemed to be expedient.

(d) **Expenses.** If the non-defaulting Party incurs any costs or expenses in connection with exercising its rights and remedies under, or enforcing, this Ground Lease (including, without limitation, reasonable attorneys' fees), then the defaulting Party shall reimburse the non-defaulting Party for all such costs and expenses, together with interest at the annual rate of interest then identified by *The Wall Street Journal* as the Prime Rate, plus three percent (3%) (the "Default Rate"); provided that the obligation of Landlord under this Subsection shall be subject to the Law commonly known as the Illinois Prompt Payment Act.

## ARTICLE 16 PROPERTY OF TENANT

**Section 16.1 Personal Property, Trade Fixtures and Equipment.** Tenant may, at its sole cost and expense, install any trade fixtures, equipment, and other personal property of a temporary or permanent nature used in connection with its business on or at the Premises.

**Section 16.2 Abandonment of Property.** Upon expiration or earlier termination of this Ground Lease and the Premises are not to be conveyed to Tenant pursuant to Section 2.4, Tenant may remove any or all of said trade fixtures, equipment, or other personal property, and Tenant may, at its own expense, at or before the scheduled expiration of the Term, or within ninety (90) days after the earlier termination of this Ground Lease, remove said trade fixtures,

equipment, and other personal property and, in case of damage by reason of such removal, restore the Premises to working order and condition. After thirty (30) days written notice to Tenant, any of Tenant's trade fixtures, equipment, and other personal property not removed by Tenant upon the expiration or earlier termination of this Ground Lease shall be considered abandoned by Tenant, ("Abandoned Property") and may be appropriated, sold, destroyed, or otherwise disposed of by Landlord without liability or obligation on Landlord's part to pay or account for, same. Tenant will pay all reasonable costs and expenses incurred by Landlord in repairing all damage to the Premises caused by removal of Tenant's trade fixtures, equipment, and other personal property which Tenant has declined to remove. At the request of Landlord, Tenant will, at such time, execute, acknowledge, and deliver to Landlord a bill of sale or other appropriate conveyance document evidencing the transfer to Landlord of all right, title and interest of Tenant in and to the Abandoned Property.

## **ARTICLE 17** **ESTOPPEL CERTIFICATES AND NON-DISTURBANCE**

**Section 17.1 Estoppel Certificates.** Landlord and Tenant each agree to furnish, at any time and from time to time, so long as this Ground Lease shall remain in effect, upon not less than twenty (20) days prior written request by the other Party, a statement in writing (Estoppel Certificate) in a form substantially as that set forth as Exhibit "D" attached hereto certifying (i) that this Ground Lease is unmodified and in full force and effect (or if there have been modifications that the same is in full force and effect as modified, stating the modifications), (ii) that the dates to which the Rent and other charges have been paid in advance, if any, (iii) that to the best knowledge of Landlord and Tenant, there are no defaults under this Ground Lease by Landlord or Tenant, as the case may be, except such defaults as may be specified in such statement, and (iv) that, in the case of Tenant, to its best knowledge it is not in default under any leasehold mortgage encumbering Tenant's leasehold interest under this Ground Lease, it being intended that any such statement delivered pursuant to this Article may be relied upon by any prospective purchasers of Landlord's or Tenant's respective interests or any prospective mortgagee, holder of any mortgage, or assignee of any mortgage upon Tenant's interest in the Premises.

**Section 17.2 Non-Disturbance.** Within ten days after receiving a written request from Tenant, Landlord shall execute and deliver a non-disturbance agreement in form and substance reasonably satisfactory to Landlord, which agreement shall provide that: (a) neither: (i) the rights of the Subtenant; nor (ii) the possession of all or any portion of the Premises by the Subtenant; shall be disturbed so long as the Subtenant is not in default of the Sublease beyond any applicable notice and cure periods; and (b) if: (i) Landlord terminates this Ground Lease for any reason; or (ii) any proceedings are brought to terminate this Ground Lease and evict Tenant from the Premises; then the Subtenant shall: (a) attorn to Landlord; and (b) recognize Landlord as the "landlord" under the Sublease, and Landlord shall recognize the subtenant as having an interest in the Premises in accordance with the provisions of its sublease.

## ARTICLE 18 NOTICES

**Section 18.1 Manner of Giving Notices.** In every case where under any of the provisions of this Ground Lease or in the opinion of either Landlord or Tenant, or otherwise, it shall or may become necessary or desirable to make or give any declaration, approval or notice of any kind, it shall be in writing and shall be deemed to be delivered: (a) when delivered personally; or (b) on the day following sent by national overnight courier; in all events to the following addresses:

If to Landlord:	Village of Orland Park 14700 S. Ravinia Avenue Orland Park, Illinois 60462 <u>Attn:</u> Village Manager
With a copy to:	E. Kenneth Friker, Esq. and Thomas P. Bayer, Esq. Klein, Thorpe and Jenkins, Ltd. 20 North Wacker Drive, Suite 1660 Chicago, Illinois 60606-2903
If to Tenant:	University of Chicago Medical Center MC1000 S-115 5841 S. Maryland Avenue Chicago, Illinois 60637-1470 Sharon O'Keefe, President
With copies to:	University of Chicago Medical Center MC 0953 Room 418 850 East 58th Street Chicago, Illinois 60637 Attention: Vice President, Facilities Planning, Design and Construction
	University of Chicago Medical Center MC 1132 5841 S. Maryland Avenue Chicago, Illinois 60637-1470 Attention: Vice President and General Counsel

## ARTICLE 19 MISCELLANEOUS

**Section 19.1 Covenants to Run with the Land.** All the covenants, agreements, conditions and undertakings in this Ground Lease shall extend and inure to and be binding upon the successors and permitted assigns of each of the Parties hereto, the same as if they were in every case named and expressed, and the same shall be construed as covenants running with the

land until the expiration of the Term with the exception of the provisions of Section 19.2 which shall survive the expiration or earlier termination of this Ground Lease. Wherever in this Ground Lease reference is made to any of the Parties hereto, it shall be held to include and apply to, wherever applicable, also the successors and permitted assigns of each such Party, the same as if in each and every case so expressed.

**Section 19.2 Survival of Indemnity and Payment Obligations.** Each obligation to indemnify, defend and hold harmless provided for in this Ground Lease and to pay any amounts accruing under this Ground Lease prior to the date of expiration or termination of this Ground Lease shall survive the expiration or termination of this Ground Lease.

**Section 19.3 No Merger of Estates.** There shall be no merger of this Ground Lease or the leasehold estate created by this Ground Lease with any other estate or interest in the Premises by reason of the fact of the same person, firm, corporation (including Tenant), or other entity acquiring or owning or holding, directly or indirectly, this Ground Lease or the leasehold interest created by this Ground Lease or any interest in this Ground Lease, and any such other estate or interest in the Premises or any part thereof, and no such merger shall occur unless and until all corporations, firms, and other entities then having an interest (including a security interest) in this Ground Lease or the leasehold interest created by this Ground Lease and any such other estate or interest in the Premises or any part thereof, shall join in a written instrument effecting such merger and shall duly record the same.

**Section 19.4 Relationship of Parties.** Neither anything in this Ground Lease nor any acts of the Parties shall be construed or deemed by the Parties, or by any third person, to create the relationship of principal and agent, or of partnership, or of joint venture, or of any association between the Parties.

**Section 19.5 Successors and Assigns.** The words "Landlord" and "Tenant" and the pronouns referring thereto, as used in this Ground Lease, shall mean, where the context requires or permits, the persons named herein as Landlord and as Tenant, respectively, and their respective legal representatives, successors, and assigns, irrespective of whether singular or plural. The agreements and conditions in this Ground Lease contained on the part of Landlord to be performed and observed shall be binding upon Landlord and its legal representatives, successors, and assigns, and shall inure to the benefit of Tenant and its legal representatives, successors, and assigns; and the agreements and conditions on the part of Tenant to be performed and observed hereunder shall be binding upon Tenant and its legal representatives, successors, and assigns, and shall inure to the benefit of Landlord and its legal representatives, successors, and assigns.

**Section 19.6 Entire Agreement.** This Ground Lease (including all Exhibits), the Development Agreement and a certain Reciprocal Easement Agreement between Landlord and Tenant contain the entire and only agreements between the Parties, and no oral statements or representations or prior written matter or negotiations not contained in this Ground Lease and referenced documents shall have any force or effect. This Ground Lease shall not be modified, amended, canceled, surrendered, or terminated in any way except by writing, subscribed by authorized representatives of the Party against whom it is to be enforced.

**Section 19.7 Force Majeure Occurrences.** In the event that Landlord or Tenant are delayed or prevented from performing or satisfying any of their respective obligations during the Term because of a Force Majeure event, then: (a) the Party asserting Force Majeure shall deliver written notice to the other Party; (b) such performance or satisfaction shall be excused for the period of days that such performance or satisfaction is delayed or prevented; and (c) the deadlines for such performance or satisfaction, as applicable, shall be extended for the same period.

**Section 19.8 Memorandum of Lease.** Landlord and Tenant shall, concurrently with the execution of this Ground Lease, execute a memorandum of this Ground Lease in form and content reasonably acceptable to Landlord and Tenant for recording in the chain of title of the Premises, setting forth the Parties hereto, the date hereof, the limitations on a sale of the Premises by Landlord the right of first refusal and the Option to Purchase and said memorandum shall be promptly recorded by Tenant.

**Section 19.9 Invalidity of Provisions.** If any provision of this Ground Lease or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Ground Lease, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Ground Lease shall be valid and be enforced to the fullest extent permitted by law.

**Section 19.10 Remedies Cumulative.** With the exception of Landlord's right to terminate this Lease which shall be governed by the provisions of Section 15.1(b) of this Lease, no remedy herein or otherwise conferred upon or reserved to Landlord or Tenant shall be considered exclusive of any other remedy provided by applicable laws, but the same shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute; and every power and remedy given by this Ground Lease to Landlord or Tenant may be exercised from time to time and as often as occasion may arise or as may be deemed expedient by Landlord or Tenant, as the case may be. No delay or omission of Landlord or Tenant to exercise any right or power arising from any default shall impair any such right or power, nor shall it be construed to be a waiver of any such default or an acquiescence therein.

**Section 19.11 Waiver of Remedies Not to be Inferred.** No waiver of any breach of any of the covenants or conditions of this Ground Lease shall be construed to be a waiver of any other breach or to be a waiver of, acquiescence in, or consent to any further or succeeding breach of the same or similar covenant or condition.

**Section 19.12 Modification.** None of the covenants, terms or conditions of this Ground Lease to be kept and performed by Landlord or Tenant shall in any manner be waived, modified, changed or abandoned except by a written instrument, duly signed and acknowledged by Landlord and Tenant.

**Section 19.13 Singular and Plural.** Any word contained in the text of this Ground Lease, including but not by way of limitation "Tenant" and "Landlord", shall be read as the singular or the plural as may be applicable in the particular context.

**Section 19.14 Captions.** The captions of this Ground Lease are for convenience and reference only and in no way define, limit or describe the scope or intent of this Ground Lease.

**Section 19.15 Law.** The laws of the State of Illinois (without regard to any jurisdiction's conflict-of-laws principles) exclusively governs all matters based upon, arising out of, or relating in any way to this Ground Lease, including, without limitation, all disputes, claims, or causes of action arising out of or relating to this Ground Lease as well as the interpretation, construction, performance, and enforcement of this Ground Lease.

**Section 19.16 Attorneys' Fees.** In the event of a dispute between the Parties resulting in litigation, the substantially prevailing Party shall have the right to recover its reasonable attorneys' fees and expenses from the non-prevailing Party.

**Section 19.17 Counterparts.** This Ground Lease may be executed in one or more counterparts, with signatures to one being deemed signatures to each such counterpart, each of which shall be deemed one and the same instrument. The Parties agree that signature pages sent by facsimile shall be deemed originals.

## **ARTICLE 20 EXHIBITS SCHEDULES AND ADDENDA TO GROUND LEASE**

**Section 20.1 Exhibits and Addenda to Ground Lease.** Attached to this Ground Lease, and incorporated into and made a part of this Ground Lease by this reference, are the following:

- (a) Exhibit "A" - Legal Description of the Land
- (b) Exhibit "B" - Depiction and Legal Description of Retail Pad adjacent to the Land
- (c) Exhibit "C" - Permitted Exceptions
- (d) Exhibit "D" - Estoppel Certificate

**Schedule 6.3 - Soil Management Plan**

**Schedule 6.7(c) - Agreed Upon Minimal Specifications for Parking Deck**

**Schedule 6.7(d)(1) – Depiction of Building Pad Area**

**Schedule 6.7(d)(2) – Description Associated Site Work for Parking Lot Area and Building Pad Area**

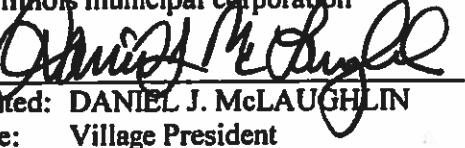
**Schedule 8.1 - Tenant Insurance Requirements During Construction of Developer Project**

IN WITNESS WHEREOF, the Parties hereto have duly executed and delivered this Ground Lease, effective as of the day and year first above written; provided, however, as of the date on which each Party executes this Ground Lease as indicated under their respective signatures below, and each Party acknowledges and confirms that the other Party is not in default under this Ground Lease as of said date.

EXECUTED as of August, 2015

**LANDLORD:**

**VILLAGE OF ORLAND PARK, ILLINOIS,**  
an Illinois municipal corporation

By: 

Printed: DANIEL J. McLAUGHLIN

Title: Village President

**TENANT:**

**UNIVERSITY OF CHICAGO MEDICAL CENTER,**  
an Illinois not-for-profit corporation

By: 

Printed: Sharon O'Keefe

Title: President UCMC

**Exhibit A**

**Legal Description of the Land**

**UCMC PARCEL DESCRIPTION:**

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT 50 FEET NORTH OF THE SOUTH LINE OF SAID SECTION 4 AND 275 FEET WEST OF THE EAST LINE OF SAID SECTION 4; THENCE NORTH 01 DEGREES 34 MINUTES 53 SECONDS WEST, ALONG A LINE 275.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SOUTHEAST QUARTER; THENCE NORTH 01 DEGREES 34 MINUTES 53 SECONDS WEST, 7.00 FEET TO A POINT ON A LINE 57.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SECTION 4, ALSO BEING THE POINT OF BEGINNING;

THENCE SOUTH 87 DEGREES 59 MINUTES 26 SECONDS WEST, ALONG SAID PARALLEL LINE, 39.94 FEET; THENCE NORTH 48 DEGREES 47 MINUTES 03 SECONDS WEST, 20.44 FEET; THENCE NORTH 01 DEGREES 34 MINUTES 53 SECONDS WEST, ALONG A LINE PARALLEL TO THE EAST LINE OF SAID SOUTHEAST QUARTER, 431.79 FEET; THENCE NORTH 88 DEGREES 25 MINUTES 07 SECONDS EAST, PERPENDICULAR TO THE LAST COURSE, 192.43 FEET; THENCE SOUTH 01 DEGREES 34 MINUTES 53 SECONDS EAST, ALONG A LINE PARALLEL TO THE EAST LINE OF SAID SOUTHEAST QUARTER, 10.50 FEET; THENCE NORTH 88 DEGREES 25 MINUTES 07 SECONDS EAST, PERPENDICULAR TO THE LAST COURSE, 77.52 FEET TO A POINT ON A LINE 60.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SECTION, SAID LINE ALSO BEING A WEST LINE OF PROPERTY CONVEYED IN WARRANTY DEED RECORDED AS DOCUMENT 0021061786; THENCE SOUTHERLY, SOUTHWESTERLY AND WESTERLY ALONG WESTERLY, NORTHWESTERLY AND NORTHERLY LINES OF SAID WARRANTY DEED FOR THE NEXT THREE COURSES (1) THENCE SOUTH 01 DEGREES 34 MINUTES 53 SECONDS EAST, ALONG SAID LAST DESCRIBED LINE, 406.27 FEET; (2) THENCE SOUTH 43 DEGREES 12 MINUTES 17 SECONDS WEST, 38.33 FEET; (3) THENCE SOUTH 87 DEGREES 59 MINUTES 26 SECONDS WEST, 188.01 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

**TO BE KNOWN AS:**

LOT 4 IN MAIN STREET TRIANGLE PHASE 2, BEING A SUBDIVISION OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**Exhibit B**  
**Description of Retail Pad Adjacent to Land**

An approximately 1 acre parcel with a northern boundary of 142nd Street, an Eastern boundary of LaGrange Road, a Western boundary of the future Jefferson Street, and a Southern boundary located along, and sharing, the Northern irregular boundary of the UCMC lease area.

**Exhibit C**

**Permitted Exceptions**

**To be drafted after completion of Title Clearance**

1. Easements created pursuant to the Plat of Subdivision as agreed to by Landlord and Tenant
2. Nicor Easement referred to in Section 14.3

**Exhibit D**

**Form of Estoppel Certificate to be reasonably agreed to by the Parties**

**Schedule 6.3**  
**Soil Management Plan – UCMC Site**  
**August 13, 2015**

Figure 1 shows the University of Chicago Medical Center (UCMC) Site (the Site) layout. The purpose of this plan is to identify the approach to be used to address known and unknown soil conditions that may be encountered during construction activities on the Site. There are two known and one unknown conditions. The known conditions are the presence of a small amount of gasoline impacted soil located in the southeast corner of the Site and the possible presence of arsenic in soils throughout the Site. Because a portion of the Site was once a gas station, the unknown condition involves finding additional gasoline impacts during Site construction work. This Soil Management Plan (SMP) was prepared on behalf of the Village of Orland Park (VOP) and UCMC.

Carnow Conibear Associates (CCA) conducted a Phase II investigation of the property on behalf of UCMC. Presently the Site is vacant; however, a new medical facility is being proposed. Twenty locations, identified as B101 – B120 were sampled by CCA in 2014. Three of the soil sampling locations were converted into 1 inch temporary piezometers for sampling purposes. These locations were B116, B101, and B111 (aka MW116, MW101, and MW111). The northeast corner of the site, previously designated as “Lot 5”, is not included in the lease agreement between the Village and the proposed medical facility. Therefore CCA sample locations B119 and B120 were excluded from this evaluation.

E. Cooney Associates, Inc. (ECA) conducted a number of investigations on portions of the entire Plaza property which includes the UCMC portion. Specific ECA results for the UCMC Site include 2010 samples from GP1 and GP2 and 2011 soil and groundwater samples from MW20, MW21, and MW22.

The majority of the proposed UCMC medical building will be located on the portion of the Site that was once a Shell gas station. Shell completed a residential cleanup and received an updated residential No Further Action Letter from Illinois EPA from the Leaking Underground Storage Tank (LUST) program in 2013. The VOP and Shell have an agreement that requires Shell to remediate the former Shell property should future construction work uncover additional soil impacts related to Shell operations.

Time is of the essence and this plan was created to minimize down time during construction work. Some delays, especially if unknown impacts are discovered during the work are inevitable. VOP and UCMC will employ their best efforts to keep downtime to a minimum.

This SMP assumes that the UCMC contractors will be responsible for maintaining compliance with any NPDES requirements including employing best management practices to minimize soil runoff during construction work.

For the purposes of this SMP, the Tier I residential ingestion and inhalation exposure routes promulgated in Illinois Administrative Code Title 35 Part 742 (35 IAC 742) are designated as the remediation objectives.

## **Known Conditions**

### **Gasoline Residuals**

CCA sample location B101 had a xylene exceedance at a depth of 0 – 3 ft. Shell excavated and removed soil from this area and backfilled with virgin quarry stone in July 2015. Confirmatory sample results and a brief write-up summarizing the work that was performed will be provided to VOP and UCMC by Shell as soon as reasonably possible.

### **Arsenic Impacted Soil – Proposed Building Footprint**

Arsenic concentrations greater than the Tier I residential ingestion SRO concentration of 13 mg/Kg was reported by CCA for a number of samples collected from the Site. VOP and UCMC agree that the potential exposure to arsenic will be eliminated by use of an engineered barrier per TACO 742.1105. The building slab and foundation will be suitable barriers, sufficient to eliminate arsenic exposure pathway in accordance with TACO requirements. Prior to installation, any alternatives to the above engineered barrier are subject to the approval of both UCMC and VOP. Building construction activities such as the creation of building footers and foundation pre-grading activities will require some soil excavation from this portion of the Site.

Excavation of all soils for construction of the building site will be the responsibility of UCMC. To the extent that the UCMC construction project cannot reuse excavated soil as fill beneath the building the following SMP approach shall be used.

Soil from excavated areas will be stockpiled on a portion of the Site to be determined (TBD) but outside of the UCMC work area. If not agreed to prior to UCMC's excavation activities, the soil will be stockpiled in areas designated by UCMC or UCMC's contractor. The UCMC contractor will target stockpile sizes of 100 - 500 cubic yard (CY). UCMC contractor shall place stockpiles in order to minimize the impact of rain, storm water and high winds until subsequent classification by VOP.

VOP will evaluate each stockpile for the presence of arsenic. If the pile size is greater than 100 CY, then the VOP will collect one sample per estimated 100 CY pile increment. Each sample location will be marked until the results are evaluated. No additional soil will be added to a pile once samples are collected.

If a sample result exceeds the arsenic residential TACO value of 13 mg/Kg, then that 100 CY pile or pile increment will be managed by the VOP. VOP shall be responsible for the incremental cost of disposing of any soil managed offsite. Soils may be disposed by the VOP at a landfill or reused by VOP. In the event that the Village decides that the soils that exceed the 13 mg/Kg arsenic value will go to an offsite landfill, the soils will be sent to Waste Management's Laraway Road Landfill, located in Joliet, approximately 1 hour from the Site, and the Village will be the signatory on any legally required paperwork for the transportation and disposal of such soils. UCMC shall be responsible for any loading and transportation costs. If a sample result is 13 mg/Kg or less, then that 100 CY increment will be solely managed by UCMC, and any required paperwork will be signed by UCMC.

**Arsenic Impacted Soils – Proposed Surface Parking Lot Area & Landscape Areas**

VOP and UCMC agree that the potential ingestion exposures will be eliminated by use of engineered barriers per TACO 742.1105. Concrete pavements, asphalt pavements, or three feet of clean soil in landscape areas will be suitable barriers, sufficient to eliminate ingestion exposure pathway in accordance with TACO requirements. Prior to installation, any alternatives to the above engineered barriers are subject to the approval of both UCMC and VOP. A construction worker caution statement will be included in the Contract Documents needed to construct the parking lot. All contractors shall be responsible to properly train and protect their workers per OSHA guidelines. The VOP has option prior to placement of final landscaping to test specific areas to determine whether the additional remediation and replacement of three foot clean soil engineered barrier is required in all unpaved areas. All testing and evaluation shall be performed by VOP and requires approval by UCMC to eliminate engineered barrier.

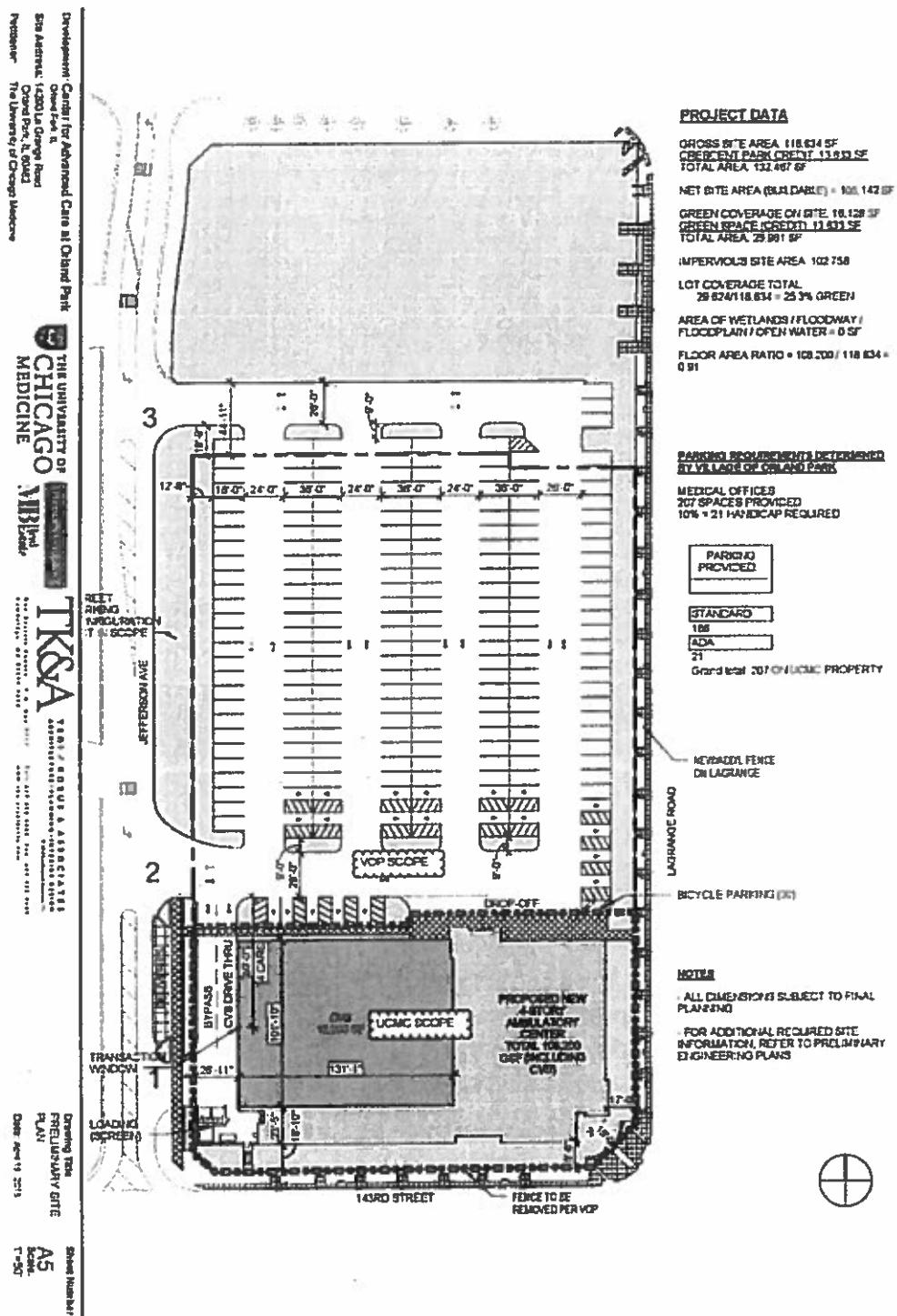
**Unknown Conditions**

In the event that soils with distinctive petroleum product (i.e. gasoline) odors or staining are encountered during excavation work by UCMC contractor, these soils will be segregated from any other soils. The UCMC contractor will place in a designated area, such as on plastic or in a roll-off box provided prior to delivery of the site to UCMC by VOP and/or Shell and outside the UCMC work area for subsequent characterization by the VOP and/or Shell. Non gasoline odorous soils (such as residuals from a sanitary sewer) will also be placed in designated area, such as on plastic or in a roll-off box provided prior to delivery of the site to UCMC by VOP. VOP and Shell shall have sole responsibility to characterize, maintain and remove stockpiles and or roll-off boxes of soils after placement by UCMC contractor, and Shell will be the signatory on any legally required paperwork for the transportation and disposal of such soils.

**Imported Soils/Soils Utilized As Engineered Barriers**

VOP agrees that any soils utilized for the construction of Engineered Barriers shall be in conformance with 742 Subpart E as designated in 742.1105. Documentation shall be provided to the UCMC prior to placement.

Figure 1. UCMC Site



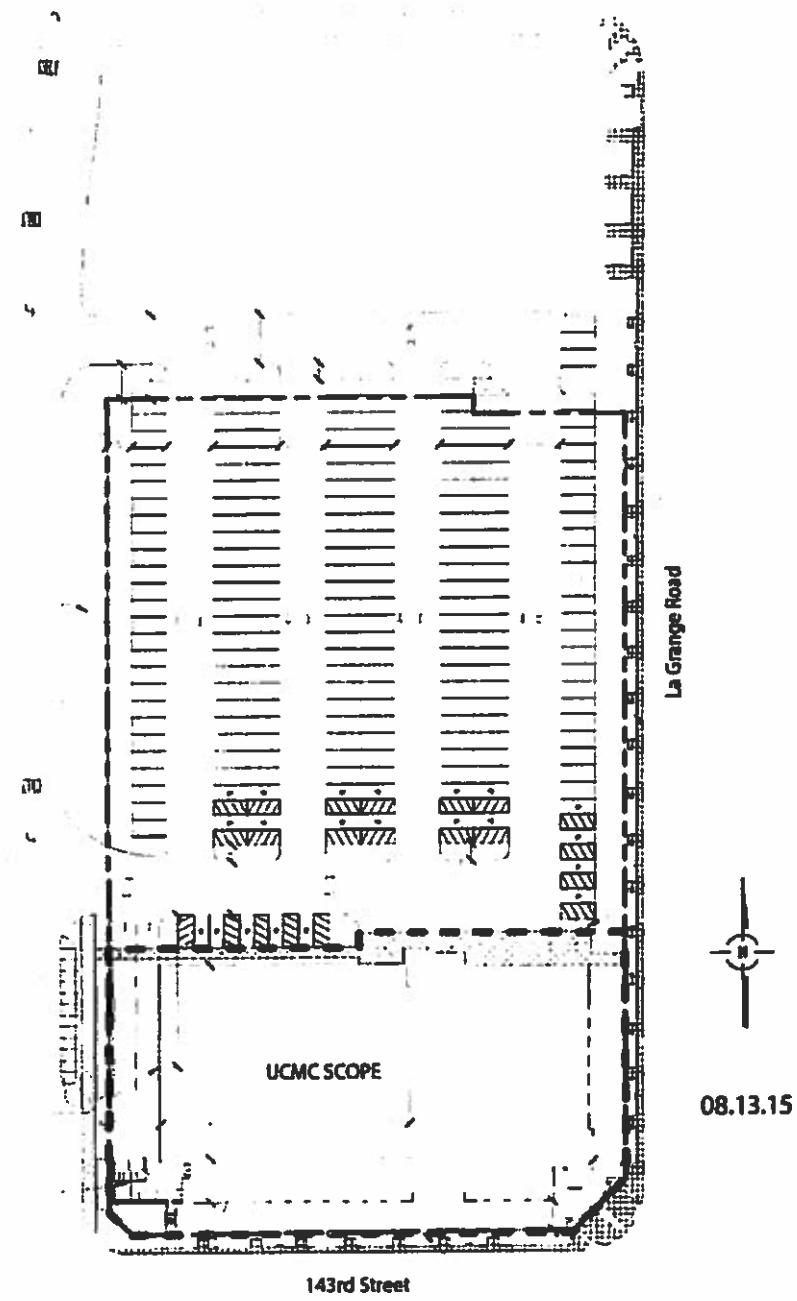
**Schedule 6.7(c)**

**Agreed Upon Minimal Specifications for Parking Deck**

**Drive Aisle Width: 24' (Orland Park Ordinance states 22' minimum but 24' recommended for higher Level of Service)**

- **Stall Width: 9'-0"**
- **Stall Length: 18'-0" - consistent with Village Zoning Ordinance**  
**Clearance Between Columns at Turning Bays: Preferred Minimum at 26' or greater, but no less than 24'**
- **Parking Stall Offset from Wall or Obstruction: 1'-0"**
- **Express Ramp: Min. 15' between express ramp and adjacent parking – as discussed in meeting.**

**Schedule 6.7(d)(1)**



## Schedule 6.7d(2)

### Associated Site Work

- 211 car surface parking lot [add any additional language that is appropriate]
- Layout for pier/earth retention
- Layout for site utilities
- Prepare as-built at completion
- Cut/fill as needed
- Haul off overburden
- Prep of area to receive pavement
- Prep for curb/gutter/sidewalks/etc.
- Topsoil import
- Furnish and install stone for site concrete, curbs, sidewalks
- Furnish and install landscape (Trees, turf and plantings)
- Furnish and install lighting
- Furnish and install benches
- Furnish and install signage
- Furnish and install curbing, bollards, and bumpers
- Furnish and install water main
- Connect site to water service
- Furnish and install sanitary line
- Furnish and install manholes
- Furnish and install storm piping
- Furnish and install catch basins inlets and connect to main
- Proof roll and compact soil/stone as needed
- Furnish & install site fences
- Furnish and install piers and gates
- Striping
- Furnish and install site signage and site lighting
- Site labor
- Jersey barriers

- **Construction fencing**
- **Furnish and install bollards, etc.**
- **Furnish and install street lighting and bases**
- **Soil erosion**
- **Insurance**
- **General conditions**
- **Fees**
- **Street sweeping**
- **Soft costs**

**Schedule 8.1**

**Tenant Insurance Provisions Development Phase**

**Insurance Provisions to be provided by Tenant and subject to the reasonable approval of Landlord**