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THIS LEASE is made and entered into this _____ day of _____, 2010, by and between, **THE CITY OF CHICAGO**, a municipal corporation (herein referred to as "Landlord"), and _____, an Illinois not-for-profit corporation (hereinafter referred to as "Tenant").

RECITALS

WHEREAS, Landlord has agreed to lease to Tenant, and Tenant has agreed to lease from Landlord, approximately _____ square feet of office space on the first floor of the _____ Health Clinic located at _____ West _____ Avenue as legally described in **Exhibit A** attached hereto and made a part hereof and as depicted in **Exhibit B** attached hereto and made a part hereof to be used by Tenant as a health clinic.

NOW THEREFORE, in consideration of the covenants, terms and conditions set forth herein, the parties hereto agree and covenant as follows:

SECTION 1. GRANT

1.1 **Grant.** Landlord hereby leases to Tenant the following described premises situated in the City of Chicago, County of Cook, State of Illinois, to wit:

Approximately _____ square feet of office space on the first floor of the _____ Health Clinic located at _____ West _____ Avenue, Chicago, Illinois (the "Premises").

SECTION 2. TERM

2.1 **Term.** The term of this Lease ("Term") shall commence on the date of execution of this Lease Agreement ("Commencement Date"), and shall terminate on December 31, 2017, unless sooner terminated as set forth in this Lease.

SECTION 3. RENT, TAXES, AND UTILITIES

3.1 **Rent.** Tenant shall pay base rent for the Premises in the amount of:

One Dollar (\$1.00) for the entire Term with the receipt and sufficiency of said sum hereby acknowledged by both parties.

3.2 **Utilities.** Tenant shall pay for all telephone or other communication services supplied to the leased Premises. Tenant shall pay for gas, electricity, light, heat, water supplied to the leased Premises. At Tenant's cost, Tenant shall submeter the leased Premises.

3.3 **Leasehold Taxes.** Tenant shall pay when due any and all leasehold taxes or other taxes assessed or levied on the Premises on account of this Lease or Tenant's use of the

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Premises. Tenant shall cooperate with Landlord in resolving any leasehold or other tax issues that may arise. Tenant's tax responsibilities under this section shall survive the expiration, cancellation, or termination of this Lease agreement. Tenant acknowledges that real estate leasehold taxes are one (1) year in arrears in Cook County and that as a result Tenant will be responsible for satisfaction of all real estate or leasehold taxes assessed or levied on the subject Premises for at least one year after Tenant vacates the Premises. Tenant's failure to pay any such taxes shall constitute a default under this Lease.

3.4 Accord and Satisfaction. No payment by Tenant or receipt by Landlord of a lesser amount than any installment or payment due hereunder shall be deemed to be other than on account of the amount due, and no endorsement of statement or any check or any letter accompanying any check or payment of rent shall be deemed an accord and satisfaction. Landlord may accept such check or payment without prejudice as to Landlord's right to recover the balance of such installment or payment to pursue any other remedies available to Landlord.

SECTION 4. CONDITION AND ENJOYMENT OF PREMISES, ALTERATIONS AND ADDITIONS, SURRENDER

4.1 Covenant of Quiet Enjoyment. Landlord covenants and agrees that Tenant, upon paying the rent and upon observing and keeping the covenants, agreements and conditions of this Lease on its part to be kept, observed and performed, shall lawfully and quietly hold, occupy and enjoy the Premises (subject to the provisions of this Lease) during the Term without hindrance or molestation by Landlord or by any person or persons claiming under Landlord.

4.2 Landlord's Right of Access. Landlord shall have the right of access to the Premises for the purpose of inspecting and making repairs to the Premises in the event Tenant does not make, or is unable to make, such repairs and for confirming Tenant's compliance with its obligations under this Lease.

4.3 Use of the Premises. Tenant shall not use the Premises in a manner that would violate any Law. Tenant further covenants not to do or suffer any waste or damage, to comply in all respects with the laws, ordinances, orders, rules, regulations, and requirements of all federal, state and municipal governmental departments which may be applicable to the Premises or to the use of the Premises, and not to cause or permit any disfigurement or injury to any building or improvement on the Premises, or to fixtures and equipment thereof. Any activities on the Premises must be limited for Tenant's use as a health clinic providing health services to primarily low-income clients and related services.

4.4 Future Alterations and Additions. Tenant may make alterations, additions and improvements on the Premises (the "Tenant Improvements"), provided that any such Improvements shall be in full compliance with the applicable Law, permit requirements, and codes. In addition, Tenant will comply with all insurance requirements under this Lease including, but not limited to, Section 6.1 (f). Tenant must obtain the prior written consent of the Department of General Services before commencing any Improvements. Any Improvements shall be without cost to Landlord and shall become property of Landlord at Lease termination without offset or other credit to Tenant. Tenant and Landlord agree to enter into a work letter

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describing in more detail the procedures and requirements applicable to the initial Tenant Improvements (the “Work Letter”) which shall be done at Tenant’s sole cost and expense.

SECTION 5. ASSIGNMENT, SUBLEASE, AND LIENS

5.1 Assignment and Sublease. Tenant shall not assign this Lease in whole or in part, or sublet the Premises or any part thereof.

5.2 Tenant's Covenant against Liens. Tenant shall not cause or permit any lien or encumbrance, whether created by act of Tenant, operation of law or otherwise, to attach to or be placed upon Landlord's title or interest in the Premises. All liens and encumbrances created by Tenant shall attach to Tenant's interest only. In case of any such lien attaching, Tenant shall immediately pay and remove such lien or furnish security or indemnify Landlord in a manner satisfactory to Landlord in its sole discretion to protect Landlord against any defense or expense arising from such lien. Except during any period in which Tenant appeals any judgment or obtains a rehearing of any such lien, or in the event judgment is stayed, Tenant shall immediately pay any judgment rendered against Tenant, with all proper costs and charges, and shall have the lien released and any judgment satisfied. If Tenant fails to pay and remove any lien or contest such lien in accordance herewith, Landlord, at its election, may pay and satisfy same, and all sums so paid by Landlord, with interest from the date of payment at the rate set at 12% per annum.

SECTION 6. INSURANCE AND INDEMNIFICATION

6.1 Insurance. The Tenant shall procure and maintain at all times at Tenant’s own expense, during the term of this Lease, the insurance coverages and requirements specified below, insuring all operations related to the lease with insurance companies authorized to do business in the state of Illinois.

The kinds and amounts of insurance required are as follows:

a) Workers Compensation and Employers Liability Insurance. Workers Compensation and Employers Liability Insurance and Occupational Disease Insurance, as prescribed by applicable law, covering all Tenant’s employees and Employer’s Liability coverage with limits of not less than \$500,000 for each accident or illness.

b) Commercial Liability Insurance. (Primary and Umbrella). Commercial Liability Insurance or equivalent with limits of not less than \$1,000,000 per occurrence, for bodily injury, personal injury, and property damage liability. Coverage extensions shall include the following: All premises and operations, products/completed operations, defense, separation of insureds, and contractual liability (with no limitation endorsement). The City of Chicago, its employees, elected officials, agents, and representatives are to be named as additional insureds on a primary, non contributory basis for any liability arising directly or indirectly from the Lease.

c) Professional/ Liability. When any doctors, nurses, health care providers or professional consultants perform services in the Premises or in connection with Tenant’s use of

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the Premises, Liability Insurance covering acts, errors or omissions related to such activities must be maintained with limits of not less than \$5,000,000. Coverage must include contractual liability. A claims-made policy which is not renewed or replaced must have an extended reporting period of 2 years. Tenant shall provide Landlord with copies of the professional licenses and/or certificates for each of the doctors, nurses, health care providers or professional consultants performing services in the Premises or in connection with the Tenant's use of the Premises.

d) Automobile Liability Insurance. (Primary and Umbrella). When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Tenant shall provide Comprehensive Automobile Liability Insurance with limits of not less than \$1,000,000 per occurrence, for bodily injury and property damage.

e) All Risk Property Insurance. All risk property insurance coverage shall be maintained by the Tenant for full replacement value to protect against loss, damage to or destruction of property. The policy shall list the City of Chicago as an additional insured and loss payee.

The Tenant shall be responsible for all loss or damage to personal property (including but not limited to materials, equipment, tools and supplies), owned or rented, by the Tenant.

f) All Risk Builders Risk Insurance. When Tenant undertakes any construction, including improvements, betterments, and/or repairs, including, without limitation, the initial Tenant Improvements, the Tenant shall provide All Risk Builders Risk Insurance, at replacement cost, for materials, supplies, equipment, machinery and fixtures that are or will be part of the permanent facility. Coverage shall include but not limited to the following: right to partial occupancy, earth movement, flood including surface water backup and sewer backup and seepage. The City of Chicago shall be named as an additional insured and loss payee.

6.2 Other Terms of Insurance. The Tenant will furnish the City of Chicago, Department of General Services, Office of Real Estate Management, 30 North LaSalle Street, Suite 300, Chicago, Illinois 60602, original Certificates of Insurance evidencing the required coverage to be in force on the date of this Lease, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the Term of this Lease. The Tenant shall submit evidence on insurance prior to Lease award. The receipt of any certificates does not constitute agreement by the Landlord that the insurance requirements in the Lease have been fully met or that the insurance policies indicated on the certificate are in compliance with all Lease requirements. The failure of the Landlord to obtain certificates or other insurance evidence from Tenant shall not be deemed to be a waiver by the Landlord. The Tenant shall advise all insurers of the Lease provisions regarding insurance. Non-conforming insurance shall not relieve Tenant of its obligation to provide Insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the Lease, and the Landlord retains the right to terminate the Lease until proper evidence of insurance is provided.

The insurance shall provide for 60 days prior written notice to be given to the Landlord in the event coverage is substantially changed, canceled, or non-renewed.

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Any and all deductibles or self insured retentions on referenced insurance coverages shall be borne by Tenant.

The Tenant agrees that its insurers shall waive their rights of subrogation against the Landlord of Chicago its employees, elected officials, agents or representatives.

The Tenant expressly understands and agrees that any coverages and limits furnished by Tenant shall in no way limit the Tenant's liabilities and responsibilities specified within the Lease documents or by law.

The Tenant expressly understands and agrees that any insurance or self insurance programs maintained by the City of Chicago shall apply in excess of and not contribute with insurance provided by the Tenant under the Lease.

The required insurance shall not be limited by any limitations expressed in the indemnification language herein or any limitation placed on the indemnity therein given as a matter of law.

The City of Chicago, Department of Finance, Office of Risk Management, maintains the right to modify, delete, alter or change these requirements.

6.3 Tenant's Indemnification. Tenant shall indemnify, defend, and hold Landlord harmless against all liabilities, judgments, amounts paid in settlement, arbitration or mediation awards, costs, damages, and expenses (including reasonable attorney's fees, expenses, and court costs) (collectively, "Claims") , whether such claim is related to or arises from personal injury or property damage which may be expended by or accrue against, be charged to, or be recovered from Landlord or Tenant by reason of Tenant's performance of or failure to perform any of Tenant's obligations under this Lease, or Tenant's negligent acts or failure to act, or resulting from the acts or failure to act of Tenant's contractors, respective officers, directors, agents, or employees or other persons providing services at the Premises (whether or not such acts are negligent). Without limiting the generality of the foregoing, such indemnification, defense and hold harmless obligation shall cover all claims related to or arising from Tenant's provision of health care and medical services to persons at the Premises.

SECTION 7. DAMAGE OR DESTRUCTION

7.1 Damage or Destruction. If the Premises are damaged or destroyed or a casualty to such extent that Tenant cannot continue, occupy or conduct its normal business therein, or if, in Tenant's opinion, the Premises are rendered untenable, either Landlord or Tenant shall have the option to declare this Lease terminated as of the date of such damage or destruction by giving the other party written notice to such effect.

SECTION 8. CONFLICT OF INTEREST AND GOVERNMENTAL ETHICS

8.1 Conflict of Interest. No official or employee of the City of Chicago, nor any member of any board, commission or agency of the City of Chicago, shall have any financial

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interest (as defined in Chapter 2-156 of the Municipal Code), either direct or indirect, in the Premises; nor shall any such official, employee, or member participate in making or in any way attempt to use his position to influence any City governmental decision or action with respect to this Lease.

8.2 Duty of Comply with Governmental Ethics Ordinance. Landlord and Tenant Shall comply with Chapter 2-156 of the Municipal Code of Chicago, "Governmental Ethics," including but not limited to section 2-156-120, which states that no payment, gratuity, or offer of employment shall be made in connection with any City of Chicago contract as an inducement for the award of that contract or order. Any contract negotiated, entered into, or performed in violation of any of the provisions of Chapter 2-156 shall be voidable as to the City of Chicago.

SECTION 9. HOLDING OVER

9.1 Holding Over. Any holding over by Tenant shall be construed to be a tenancy from month to month only beginning on January 1, 2018. During any holdover period all provisions of this Lease shall remain in full force and effect, except that Landlord shall have the right to establish a reasonable fair market rent for the Tenant's holdover use of the Premises.

SECTION 10. MISCELLANEOUS

10.1 Notice. All notices, demands and requests which may be or are required to be given, demanded or requested by either party to the other shall be in writing. All notices, demands and requests by Tenant to Landlord shall be delivered by national overnight courier or shall be sent by United States registered or certified mail, return receipt requested, postage prepaid addressed to Landlord as follows:

City of Chicago
Department of Public Health
333 South State Street, 2nd Floor
Chicago, Illinois 60605

City of Chicago
Department of General Services
Office of Real Estate Management
30 North LaSalle Street, Suite 300
Chicago, Illinois 60602

or at such other place as Landlord may from time to time designate by written notice to Tenant. All notices, demands, and requests by Landlord to Tenant shall be delivered by a national overnight courier or shall be sent by United States registered or certified mail, return receipt requested, postage prepaid, addressed to Tenant as follows:

████████████████████
Chicago, Illinois 60640

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or at such other place as Tenant may from time to time designate by written notice to Landlord. Any notice, demand or request which shall be served upon Tenant by Landlord, or upon Landlord by Tenant, in the manner aforesaid, shall be deemed to be sufficiently served or given for all purposes hereunder at the time such notice, demand or request shall be mailed.

10.2 Partial Invalidity. If any covenant, condition, provision, term or agreement of this Lease shall, to any extent, be held invalid or unenforceable, the remaining covenants, conditions, provisions, terms and agreements of this Lease shall not be affected thereby, but each covenant, condition, provision, term or agreement of this Lease shall be valid and in force to the fullest extent permitted by law.

10.3 Governing Law. This Lease shall be construed and be enforceable in accordance with the laws of the State of Illinois.

10.4 Entire Agreement. All preliminary and contemporaneous negotiations are merged into and incorporated in this Lease. This Lease, together with that certain Grant Agreement between the parties dated _____, 2010 (the "Grant Agreement"), contains the entire agreement between the parties and shall not be modified or amended in any manner except by an instrument in writing executed by the parties hereto.

10.5 Captions and Section Numbers. The captions and section numbers appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections of this Lease nor in any way affect this Lease.

10.6 Binding Effect of Lease. The covenants, agreements, and obligations contained in this Lease shall extend to, bind, and inure to the benefit of the parties hereto and their legal representatives, heirs, successors, and assigns.

10.7 Time is of the Essence. Time is of the essence of this Lease and of each and every provision hereof.

10.8 No Principal/Agent or Partnership Relationship. Nothing contained in this Lease shall be deemed or construed by the parties hereto nor by any third party as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto. The Tenant shall at all times be acting as an independent contractor in providing the medical care and health care services permitted hereunder.

10.9 Authorization to Execute Lease. The parties executing this Lease hereby represent and warrant that they are duly authorized and acting representatives of Landlord and Tenant respectively and that by their execution of this Lease, it became the binding obligation of Landlord and Tenant respectively, subject to no contingencies or conditions except as specifically provided herein.

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10.10 Termination of Lease. Landlord and Tenant shall have the right to terminate this Lease for any, or no, reason without penalty by providing each other with sixty (60) days prior written notice any time after Lease execution.

10.11 Force Majeure. When a period of time is provided in this Lease for either party to do or perform any act or thing, the party shall not be liable or responsible for any delays due to strikes, lockouts, casualties, acts of God, wars, governmental regulation or control, and other causes beyond the reasonable control of the party, and in any such event the time period shall be extended for the amount of time the party is so delayed.

10.12 Tenant Default. Tenant must adhere to all provisions of this Lease and the Grant Agreement. Failure of Tenant to adhere to all provisions of this Lease or the Grant Agreement will result in default. In the event of such default, Landlord will notify Tenant in writing as to the circumstances giving rise to such default. Upon written receipt of such notice, Tenant must cure such default within thirty (30) days. If Tenant does not cure such default within thirty (30) days, Landlord may cancel this Lease with thirty (30) days written notice.

10.13 Amendments. From time to time, the parties hereto may amend this Lease Agreement with respect to any provisions reasonably related to Tenant's use of the Premises and/or Landlord's administration of said Lease Agreement, including, but not limited to leasehold expansion and additional Tenant Improvements. Provided, however, that no such Amendment(s) shall serve to extend the Lease term hereof, materially increase Landlord's costs or liabilities, nor serve to otherwise materially alter the essential provisions contained herein. Such Amendment(s) shall be in writing, shall establish the factual background necessitating such alteration, shall set forth the terms and conditions of such modification, and shall be duly executed by both Landlord and Tenant. Such Amendment(s) shall only take effect upon execution by both parties. Upon execution, such Amendment(s) shall become a part of this Lease and all other provisions of this Lease shall otherwise remain in full force and effect.

SECTION 11. RESPONSIBILITIES OF TENANT

11.1 Tenant Inspection. Tenant agrees that Tenant has inspected the Premises, the utility services and mechanical systems of the West Avenue building in which the Premises is located, and all related areas and grounds and that Tenant is satisfied with the physical condition thereof.

11.2 Custodial Services. Tenant shall provide and pay for nightly and weekend custodial services which shall be construed as cleaning, washing, emptying wastepaper baskets, replacement of interior light bulbs, or sweeping.

11.3 Security Service. Tenant shall provide and pay for Tenant's own security services. In no instance shall Landlord have any responsibility for equipment, fixtures, personal property or medical supplies located on the Premises or taken therefrom.

11.4 Tenant Improvements. At Tenant's own cost, Tenant shall construct the Initial Tenant Improvements per the specifications outlined in Exhibit C, which Exhibit shall be

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supplemented by the Work Letter. Before beginning such improvements, all work to the Premises must be approved in writing by the Department of General Services. All improvements shall become property of Landlord at Lease termination without offset or other credit to Tenant.

11.5 Signage. Subject to applicable zoning and building code requirements, Tenant may place exterior signage on the Premises provided, however, that such signage and placement are approved in writing by the Department of General Services.

11.6 No Alcohol or Illegal Drugs. Tenant agrees that no alcoholic beverages or illegal drugs of any kind or nature shall be sold, given away, or consumed on the Premises.

11.7 Illegal Activity. Tenant, or any of its agents or employees, shall not perform or permit any practice that is injurious to the Premises, is illegal, or increases the rate of insurance on the Premises.

11.8 Hazardous Materials. Tenant shall keep out of the Premises materials which cause a fire hazard or safety hazard and shall comply with reasonable requirements of Landlord's fire insurance carrier; not destroy, deface, damage, impair, nor remove any part of the Premises or facilities, equipment or appurtenances thereto and maintain the smoke detectors in the Premises in accordance with applicable law. Tenant shall, at Tenant's expense and lawfully separate and dispose of all medical waste and biohazard waste.

11.9 Licensing and Permits. For any activity which Tenant desires to conduct on the Premises in which any federal, state, county, or municipal license or permit is required, said license or permit must be obtained by Tenant prior to using the Premises for such activity. The Department of Public Health and the Department of General Services must be notified of any such license or permit. Failure to obtain a required license or permit shall constitute a breach of the terms of this Lease.

11.10 Full Liability. Tenant assumes full legal and financial responsibility and liability for any and all use of the Premises by Tenant, Tenant's staff, Tenant's agents, Tenant's invitees, and any other person or persons entering the Premises.

11.11 Non-Discrimination. Tenant agrees that Tenant shall (a) not discriminate on the basis of race, color, sex, gender identity, age, religion, disability, national origin, ancestry, sexual orientation, marital status, parental status, military discharge status, or source of income with respect to services provided by Tenant on the Premises or any part thereof, and (b) not use the Premises for any religious activities.

11.12 Trade Fixtures. Tenant shall maintain Tenant's equipment and trade fixtures. Upon the termination or cancellation of this Lease, Tenant may remove Tenant's personal property and equipment, provided that Tenant shall repair any injury or damage to the Premises resulting from such removal. If Tenant does not remove Tenant's furniture, machinery, trade fixtures and all other items of personal property of any kind from the Premises prior to the end of the term, Landlord may, at its option, remove the same and deliver them to any other place of business of Tenant or warehouse the same, and Tenant shall pay the cost of such removal,

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including the repair for such removal, delivery and warehousing, to Landlord on demand, or Landlord may treat such property as being conveyed to Landlord with this Lease as a bill of sale, without further payment or credit by Landlord to Tenant.

11.13 Access to Parking Lot. Tenant, its agents, employees, licensees, contractors, and invitees shall have non-exclusive access to the rear parking lot of the Health Center. Such use of the rear parking lot shall be subject to all City rules in place, or hereinafter in place, governing the access to the rear parking lot.

11.14 Condition on Surrender. Upon the termination or cancellation of this Lease, Tenant shall surrender the Premises to the Landlord in a comparable or better condition to the condition of the Premises at the beginning of Tenant's occupancy, with normal wear and tear taken into consideration.

11.15 City Use Paramount. Tenant affirms that the West Avenue facility is used as the City of Chicago's Uptown Neighborhood Health Center. Tenant acknowledges that the most important use of the West Avenue facility is as Landlord's health center or any other use determined by Landlord. Tenant shall refrain from undertaking any activities that interfere with Landlord's primary use of the West Avenue facility.

11.16 No Substitute for Required Permitting. Tenant must secure all other permits and approvals that may be required for use of the Premises or any buildout. Tenant understands that this Lease shall in no way act as a substitute for any other permitting or approvals that may be required to undertake the use of the Premises or any buildout.

11.17 Access to the Premises After-Hours. Landlord's current hours of operation for the West Avenue facility are _____ AM to _____ PM on weekdays. Tenant may provide expanded weekday and weekend hours. Notwithstanding the foregoing, Landlord shall provide no additional services or resources during Tenant's expanded hours. All costs (including, but not limited to, maintenance, security, and custodial services) of such expanded hours shall be borne by Tenant.

11.18 Repairs for Tenant Negligence, Vandalism, or Misuse. Tenant shall assume all responsibility for any repairs to the Premises necessitated by the negligence, vandalism, or misuse of the Premises or equipment therein by Tenant's employees, clients, invitees, agents, or Tenant's contractors.

SECTION 12. TENANT COMPLIANCE WITH OTHER AGREEMENTS

12.1 Compliance with Department of Public Health Grant Agreement. Tenant and the City, acting by and through its Department of Public Health, have simultaneously with the execution of this Lease entered into a Grant Agreement. Tenant shall comply with such Grant Agreement. Tenant's failure to comply with such Grant Agreement shall constitute a breach of this Lease Agreement. In addition to any rights and remedies available to City under such Grant Agreement, Landlord may pursue any rights and remedies under this Lease for failure to comply

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with the Grant Agreement including, but not limited to, default remedies pursuant to Section 10.12 hereinabove.

12.2 Compliance with Department of Public Health Operating Agreement. Tenant and the City, acting by and through its Department of Public Health, have simultaneously with the execution of this Lease entered into an Operating Agreement. Said Operating Agreement shall specify the types of services to be provided by Tenant within the Premises and the costs associated for such services. Tenant shall comply with such Operating Agreement. Tenant's failure to comply with such Operating Agreement shall constitute a breach of this Lease Agreement. In addition to any rights and remedies available to City under such Operating Agreement, Landlord may pursue any rights and remedies under this Lease for failure to comply with the Operating Agreement including, but not limited to, default remedies pursuant to Section 10.12 hereinabove.

12.3 Compliance with Other Department of Public Health Agreements. Tenant shall at all times be in full compliance with any other agreements entered into with the City. Tenant's failure to comply with such agreements shall constitute a breach of this Lease. In addition to any rights and remedies available to City under such agreements, Landlord may pursue any rights and remedies under this Lease for failure to comply with the agreements including, but not limited to, default remedies pursuant to Section 10.12 hereinabove.

12.4 Compliance with HIPAA. Tenant shall at all times comply with all provisions of the Health Insurance Portability and Accountability Act ("HIPAA"). Tenant's failure to comply with HIPAA shall constitute a breach of this Lease and entitle Landlord to pursue any rights and remedies under this Lease for failure to comply with HIPAA including, but not limited to, default remedies pursuant to Section 10.12 hereinabove.

12.5 No Pending Litigation. Tenant is not currently a party to any legal proceedings arising out of or related to Tenant's provision of health care or medical services except as disclosed on Exhibit D to this Lease.

SECTION 13. TENANT DISCLOSURES AND REPRESENTATIONS

13.1 Business Relationships. Tenant acknowledges (A) receipt of a copy of Section 2-156-030 (b) of the Municipal Code of Chicago, (B) that it has read such provision and understands that pursuant to such Section 2-156-030 (b) it is illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected City official or employee has a "Business Relationship" (as defined in Section 2-156-080 of the Municipal Code of Chicago), or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a Business Relationship, and (C) notwithstanding anything to the contrary contained in this Agreement, that a violation of Section 2-156-030 (b) by an elected official, or any person acting at the direction of such official, with respect to any transaction contemplated by this Agreement shall be grounds for termination of this Agreement and the transactions contemplated hereby. Tenant hereby represents and warrants that no

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violation of Section 2-156-030 (b) has occurred with respect to this Lease Agreement or the transactions contemplated hereby.

13.2 Patriot Act Certification. Tenant represents and warrants that neither Tenant nor any Affiliate thereof (as defined in the next paragraph) is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the Bureau of Industry and Security of the U.S. Department of Commerce or their successors, or on any other list of persons or entities with which the City may not do business under any applicable law, rule, regulation, order or judgment, the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List.

As used in the above paragraph, an "Affiliate" shall be deemed to be a person or entity related to Tenant that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with Tenant, and a person or entity shall be deemed to be controlled by another person or entity, if controlled in any manner whatsoever that results in control in fact by that other person or entity (or that other person or entity and any persons or entities with whom that other person or entity is acting jointly or in concert), whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

13.3 Prohibition on Certain Contributions-Mayoral Executive Order No. 05-1. Tenant agrees that Tenant, any person or entity who directly or indirectly has an ownership or beneficial interest in Tenant of more than 7.5 percent ("Owners"), spouses and domestic partners of such Owners, Tenant's contractors (i.e., any person or entity in direct contractual privity with Tenant regarding the subject matter of this Agreement) ("Contractors"), any person or entity who directly or indirectly has an ownership or beneficial interest in any Contractor of more than 7.5 percent ("Sub-owners") and spouses and domestic partners of such Sub-owners (Tenant and all the other preceding classes of persons and entities are together, the "Identified Parties"), shall not make a contribution of any amount to the Mayor of the City of Chicago (the "Mayor") or to his political fundraising committee (i) after execution of this Agreement by Tenant, (ii) while this Agreement or any Other Contract is executory, (iii) during the term of this Agreement or any Other Contract between Tenant and the City, or (iv) during any period while an extension of this Agreement or any Other Contract is being sought or negotiated.

Tenant represents and warrants that from the date the City approached the Tenant or the date Tenant approached the City, as applicable, regarding the formulation of this Agreement, no Identified Parties have made a contribution of any amount to the Mayor or to his political fundraising committee.

Tenant agrees that it shall not: (a) coerce, compel or intimidate its employees to make a contribution of any amount to the Mayor or to the Mayor's political fundraising committee; (b) reimburse its employees for a contribution of any amount made to the Mayor or to the Mayor's political fundraising committee; or (c) bundle or solicit others to bundle contributions to the Mayor or to his political fundraising committee.

Tenant agrees that the Identified Parties must not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order No. 05-1 or to entice,

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direct or solicit others to intentionally violate this provision or Mayoral Executive Order No. 05-1.

Tenant agrees that a violation of, non-compliance with, misrepresentation with respect to, or breach of any covenant or warranty under this provision or violation of Mayoral Executive Order No. 05-1 constitutes a breach and default under this Agreement, and under any Other Contract for which no opportunity to cure will be granted, unless the City, in its sole discretion, elects to grant such an opportunity to cure. Such breach and default entitles the City to all remedies (including, without limitation, termination for default) under this Agreement, under any Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

If Tenant intentionally violates this provision or Mayoral Executive Order No. 05-1 prior to the closing of this Agreement, the City may elect to decline to close the transaction contemplated by this Agreement.

For purposes of this provision:

“Bundle” means to collect contributions from more than one source which are then delivered by one person to the Mayor or to his political fundraising committee.

“Other Contract” means any other agreement with the City of Chicago to which Tenant is a party that is (i) formed under the authority of chapter 2-92 of the Municipal Code of Chicago; (ii) entered into for the purchase or lease of real or personal property; or (iii) for materials, supplies, equipment or services which are approved or authorized by the City Council of the City of Chicago.

"Contribution" means a "political contribution" as defined in Chapter 2-156 of the Municipal Code of Chicago, as amended.

Individuals are “Domestic Partners” if they satisfy the following criteria:

- (A) they are each other's sole domestic partner, responsible for each other's common welfare; and
- (B) neither party is married; and
- (C) the partners are not related by blood closer than would bar marriage in the State of Illinois; and
- (D) each partner is at least 18 years of age, and the partners are the same sex, and the partners reside at the same residence; and
- (E) two of the following four conditions exist for the partners:
 - 1. The partners have been residing together for at least 12 months.
 - 2. The partners have common or joint ownership of a residence.
 - 3. The partners have at least two of the following arrangements:
 - a. joint ownership of a motor vehicle;
 - b. a joint credit account;

- c. a joint checking account;
 - d. a lease for a residence identifying both domestic partners as tenants.
4. Each partner identifies the other partner as a primary beneficiary in a will.

"Political fundraising committee" means a "political fundraising committee" as defined in Chapter 2-156 of the Municipal Code of Chicago, as amended.

13.4 Waste Ordinance Provisions. In accordance with Section 11-4-1600(e) of the Municipal Code of Chicago, Tenant warrants and represents that it, and to the best of its knowledge, its contractors and subcontractors, have not violated and are not in violation of any provisions of Section 7-28 or Section 11-4 of the Municipal Code (the "Waste Sections"). During the period while this Agreement is executory, Tenant's, any general contractor's or any subcontractor's violation of the Waste Sections, whether or not relating to the performance of this Agreement, constitutes a breach of and an event of default under this Agreement, for which the opportunity to cure, if curable, will be granted only at the sole designation of the Chief Procurement Officer. Such breach and default entitles the City to all remedies under the Agreement, at law or in equity. This section does not limit Tenant's, general contractor's and its subcontractors' duty to comply with all applicable federal, state, county and municipal laws, statutes, ordinances and executive orders, in effect now or later, and whether or not they appear in this Agreement. Non-compliance with these terms and conditions may be used by the City as grounds for the termination of this Agreement, and may further affect the Tenant's eligibility for future contract awards.

13.5 Cooperation With Inspector General and Office of Compliance. In accordance with Chapter 2-26-110 et seq. of the Municipal Code, the Tenant acknowledges that every officer, employee, department and agency of the City shall be obligated to cooperate with the Office of the Inspector General and the Executive Director of the Office of Compliance in connection with any activities undertaken by such office with respect to this Lease, including, without limitation, making available to the inspector General and the Office of Compliance the department's premises, equipment, personnel, books, records and papers. The Tenant agrees to abide by the provisions of Chapter 2-26-110 et seq..

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.

LANDLORD:

BY: **THE CITY OF CHICAGO**, a municipal corporation,

By: _____
Commissioner
Department of General Services

By: _____
Commissioner
Department of Public Health

APPROVED AS TO FORM AND LEGALITY:

By: _____
Deputy Corporation Counsel
Real Estate Division
Department of Law

TENANT:

_____, an
Illinois Not-for-Profit Corporation

By: _____

Name: _____

Its: _____

EXHIBIT A

LEGAL DESCRIPTION OF PREMISES

LOTS THROUGH TOGETHER WITH THE VACATED ALLEYS ADJOINING SAID LOTS IN THE SUBDIVISION OF LOT IN SUBDIVISION IN THE ¼ OF THE NORTHEAST ¼ OF SECTION 17, TOWNSHIP NORTH, RANGE EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY ILLINOIS.

Part of:

PINs: 1 - 2 1
14-1
14-17-
004
14-17 -005
14-17-221-
14-17 -013
14-17 14
14-17-

Address: West Avenue

EXHIBIT B
DEPICTION OF PREMISES

SAMPLE

EXHIBIT C
IMPROVEMENTS

SAMPLE

EXHIBIT D

DISCLOSURE OF LEGAL PROCEEDINGS

[IF NONE, STATE "NONE"]

SAMPLE