

6TH FLOOR ROOF GARDEN RULES & REGULATIONS

THESE RULES AND REGULATIONS have been adopted by Jones Lang LaSalle ("Manager") on behalf of 540 West Madison Owner, LLC ("Owner") in order to govern the usage of the portion of the rooftop deck area of the Building (i.e., that portion of the deck intended for the common use by tenants of the Building) known in this document as the "Rooftop Deck" or "Roof Garden". These Rules and Regulations may be amended, supplemented or revised from time to time in the good faith and discretion of Landlord.

Availability. The Rooftop Deck shall be available to tenants of the Building as (and if) provided for in their respective leases. Reservation and use of the Rooftop Deck by such a tenant for a private function held by such tenant (an "Event") shall be on a first-come first-serve basis, with the further understanding that certain dates may be blocked-out as unavailable. In order to reserve the Rooftop Deck, tenants must submit a written request to Operator in writing in the form of the Rooftop Access Agreement to which these Rules and Regulations are appended, no later than 3 weeks prior to the requested date, specifying the date, hours, nature of event, number of individuals anticipated, and such other information as the Manager shall reasonably request.

Limitations.

- Use of the Rooftop Deck is limited to a total of 200 persons.
- The related Event must be held directly by the tenant; tenant may not license or assign to any other person the right to use the Rooftop Deck.
- No Event held on the Rooftop Deck may be used in order to generate income or profit for tenant, and use is strictly limited to events incidental to tenant's business (e.g., a party for employees) or be of a personal nature (e.g., retirements, business anniversary parties, etc.).

Rules.

- Tenant is responsible for obtaining all necessary and appropriate permits and licenses relating to the Event and providing copies of the same to Operator.
- Tenant is responsible for complying with all requirements of law relating to such Event.
- All events must be concluded by 8:00 pm.
- There shall be no smoking permitted at any Event.
- Any decorations for the Event must be approved by Manager.
- The rooftop Deck shall not be used for any offensive purpose.
- Tenant must ensure that tenant and guests stay within designated area. Tenant is responsible for keeping guests orderly.
- No children under eighteen (18) years of age shall be permitted unless directly supervised by an adult.
- Manager shall approve in advance any proposed signage for the event.
- No open flames shall be permitted (other than properly supervised chafing dishes).
- No signage, decorations, frames, etc. shall penetrate the floors, walls, planters or any other permanent fixtures of the Rooftop or the building.
- All building entrances must remain unobstructed at all times.
- All table legs and other equipment must have rubber protectors or a protective surface.
- Abandoned property shall become the property of the Landlord.
- No fireworks or similar entertainment of any sort will be permitted.
- All vendors must present a Certificate of Insurance at least seven (7) days prior to event.
- Tenant may only use a caterer selected from the Building approved caterer list.
- Tenant and event coordinator must meet with Management at least ten (10) working days prior to the Event to coordinate proper building use.
- Building clients may use the Building Lobby only for ingress and egress during an Event.
- Representative of chosen caterer will be on the premises during all special events at the expense of the user.
- Tenant shall reimburse to Landlord the cost of any damage/clean-up caused by the Event.
- If Event goes over scheduled time, Tenant will be responsible for additional charges for use of the Rooftop.
- No items shall be thrown from the roof. All items, furnishings, equipment, etc. shall be secured against movement/damage by wind.
- No tenant, employee or invitee shall consume or display any alcoholic beverages in the common areas of the Building, including the roof deck located on the sixth (6th) floor of the Building, unless such alcoholic beverages are provided (i) by Landlord or its vendor(s) in connection with an event organized or sponsored by Landlord or (ii) at an event otherwise approved in writing by Landlord.

Loading/Unloading. The loading dock to be used is accessible via Washington Street. Tenant shall schedule any loading/unloading with Office of the Building no less than seven (7) days prior to the event. Loading/Unloading time is limited to 30 minutes during building hours.

Indemnification. Tenant shall indemnify and hold Owner Manager harmless from and against any cost, damage, claim, liability or expense (including reasonable attorney's fees) incurred by or claimed against Owner or Manager, directly or indirectly, which is occasioned by the tenant's use of the Roof.

ANY VIOLATION OF THESE RULES AND REGULATIONS WILL VOID AGREEMENT BETWEEN THE OWNER/MANAGER AND USER.