

## LEASE ADMINISTRATION SERVICES AGREEMENT

This lease administration services agreement ("Agreement") dated and entered into as of this day, May \_\_\_\_, 2013, by and between \_\_\_\_\_, having offices at \_\_\_\_\_ hereinafter referred to as ("Client"), and The Lease Warehouse, LLC, an Illinois limited liability company, having offices at 155 North Michigan Avenue, Suite 201 Chicago, Illinois 60601, hereinafter referred to as ("LWH").

### WITNESSETH

WHEREAS, Client's business customers are party to various lease documents as tenant, subtenant, lessor or sub-lessor.

WHEREAS, LWH is a professional real estate services firm specializing in the administration of property and lease information.

NOW, THEREFORE, the parties hereto, in consideration of the Agreements herein contained, do hereby covenant and agree as follows:

#### Term

This Agreement shall become effective and binding upon the parties for the term commencing on the execution of this document and ending on the last day of month of the first full calendar year. This agreement shall automatically renew on a year to year basis until terminated in writing by the parties provided that a 30 day prior notice has not been sent. Email notice is acceptable as evidence of same.

#### Independent Contractor

Client desires LWH to perform services of a Service Provider for the administration of the Leases and LWH is willing to perform such services as fully described in the attached Scope of Work Document attached hereto. LWH acknowledges that this Agreement is a non-exclusive agreement permitting Client to obtain services. LWH, in performing services and other obligations hereunder, shall be deemed an independent contractor and not the agent or employee of Client. While LWH's services shall meet with Client approval, Client is interested in the results to be achieved and, accordingly, the detail, manner and method of performing services shall be the responsibility of and under the supervision and control of LWH.

#### Changes to Scope

Any changes to the scope of work must be made in writing and agreed by both parties. Changes during large project engagements may affect pricing or timing of delivery.

#### Fees

All fees will be billed and paid in advance as follows:

- Annual Subscription (Initially & Annually) - \$1,200/individual broker/year or \$6,000 per office (prorated at \$100/mo individual; \$500/mo. Office)
- Ongoing Support Services - \$5 per lease per month remaining in calendar year (Billed at the time of setup and prorated according to full calendar months)
- Project Services (As Ordered)
  - Lease Setup = \$125/each (Short Form); \$200 each (Long Form)
  - Mid Term Extension Amendments - \$50 each for simple extensions
  - Substantive Revision Amendments - \$100/document
  - Operating Expense Desk Audit - \$300 each expense year

At the end of each calendar year, Client will be sent a full 12-month renewal billing for the subscription and each active lease with the option of renewing, terminating and/or archiving certain leases.

Services requested outside the scope of this proposal shall be approved in advance and billed monthly on an hourly basis or otherwise as agreed.

All invoices are due within 30 days of invoice date. Any invoices not paid when due will accrue interest at 10 percent (10%) per annum and be assessed a \$100 late fee. Client agrees to pay all costs, including reasonable attorney fees, incurred by LWH in enforcing this Agreement.

**Indemnity**

Client and LWH shall indemnify, defend and hold each other harmless from claims, demands and causes of action asserted against the indemnitee by any person (including, without limitation, LWH's and Client's employees) for personal injury, death or loss of or damage to property resulting from the indemnitor's active or passive negligence or willful misconduct. Where personal injury, death, or loss of or damage to property is the result of joint active or passive negligence or willful misconduct of Client and LWH, the indemnitor's duty of indemnification shall be in proportion to its allocable share of joint active or passive negligence or willful misconduct. If Client is strictly liable under Law, LWH's duty of indemnification shall be in the same proportion that the negligent acts or omissions of LWH contributed to the personal injury, death, or loss of damage to property for which Client is strictly liable.

It is not Client's intent to require indemnification in violation of any statute, law or ordinance and no employee or agent of Client is authorized to require otherwise.

**Warranties**

In acting as Service Provider hereunder, LWH agrees to use its best efforts at all times to maintain generally a high standard of care discharging its obligations to Client. LWH represents and warrants that it has the competence to perform the services hereunder. LWH's sole responsibility for any errors contained or conveyed as a result of the services provided hereunder are to make reasonable adjustments to the work product at no cost to the Client.

**Assignment**

LWH may not assign this Agreement or its interest there under with out the prior written consent of Client; provided, however, this Paragraph shall not prohibit LWH from changing its name or effecting a merger of its business with other persons, firms or corporations active in the lease administration and related activities.

**Notices**

Notices intended to affect this Agreement, and required or permitted to be given under this Agreement to Client or LWH, shall be in writing and deemed to be properly given if addressed to the appropriate party at the address below, and delivered in person, sent by facsimile with confirmation, deposited in the United States mail with first class postage prepaid, or delivered by private, prepaid courier

Client:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The Lease Warehouse, LLC  
155 North Michigan  
Suite 201  
Chicago, Illinois 60601  
Attn: Jeffrey A. Tosello  
Phone: Phone: 312-279-5333

Any address for notices above may be changed by written notice to the other party as provided in this paragraph.

**Non-Interference**

Neither party shall directly or indirectly solicit, induce or influence any customer, supplier, lender, lessor or any other person that has a business relationship with the other party to discontinue or reduce the extent of such relationship with such party.

### **Mutual Non-Disclosure / Confidentiality**

Neither LWH nor "Client" will directly or indirectly disclose to anyone, or use or otherwise exploit for their own benefit or for the benefit of anyone other than the owner of such information, any trade secrets, confidential or proprietary information, including, without limitation, any "know-how", trade secrets, customer lists, details of client or consultant contracts, pricing policies, operational methods, marketing plans or strategies, product development techniques or plans, business acquisition plans or any portion or phase of any scientific or technical information, ideas, discoveries, designs, computer programs (including source or object codes), processes, procedure, formula or improvement that is valuable and not generally known to the competitors of the owner whether or not in written or tangible form, and including all memoranda, notes, plans, reports, records, documents and other evidence thereof (hereinafter referred to as "Confidential Information").

The term "Confidential Information" does not include, and there shall be no obligation hereunder with respect to (a) information that becomes generally available to the public other than as a result of a disclosure by a party hereunder or any agent or other representative thereof and (b) general business methods applicable to a business including, but not limited to, pricing policies, operational methods and marketing concepts. Neither party shall have any obligation hereunder to keep confidential any Confidential Information if and to the extent disclosure of any thereof is required by law, or determined in good faith to be necessary or appropriate to comply with any legal or regulatory order, regulation or requirement; provided, however, that in the event disclosure is required by law, the party concerned shall provide the other party with prompt notice of such requirement, prior to making any disclosure, so that they may seek an appropriate protective or restrictive order. At the request of either party, the other party agrees to deliver at the termination of this Agreement, all Confidential Information that it may possess or control.

LWH's duty of confidentiality to client shall provide that LWH shall hold in confidence all business and technical information that is made available to LWH, directly or indirectly, by Client or developed or acquired by LWH in performance of its services hereunder (collectively "Confidential Information")

Client's duty of confidentiality to LWH shall provide that Client shall use reasonable care to restrict the release of information about or copies of proposals, work tools, technologies and procedures (all deemed to be Confidential Information) to companies similar in nature to LWH. Such Confidential Information may be released without restriction upon prior written approval by LWH or for the purposes of client seeking to remedy LWH's inability to perform the services as described herein.

### **Work Product; Ownership of Materials**

"Client" acknowledges and agrees that LWH shall have exclusive and sole ownership of all rights, title and interest (including without limitation any and all copyrights, if any) in and to any and all materials, including without limitation work papers, reports, sketches, drawings, designs, models, materials and marketing tools, any discoveries, concepts, ideas, material in product, whether patent able or not, relating to any present or prospective activities of LWH (collectively "Work Product") developed, created and/or devised by or contributed to by LWH in or for the performance of any services hereunder. "Client" expressly acknowledges the parties' agreement that all copyrightable aspects of the Work Product are considered as Works Made For Hire within the meaning of the Copyright Act of 1976 (the "Act"). In the event (and to the extent) that the Work Product or any part thereof is found, as a matter of law, not to be a work Made For Hire under the Act, "Client" hereby assigns to LWH the sole and exclusive rights, title and interest in and to the Work Products without further consideration. In connection therewith, "Client" shall execute any assignments, registrations, certificates or other instruments as LWH from time to time deems reasonably necessary or desirable to evidence, establish, maintain, perfect, protect, enforce or defend its ownership in and to any of the foregoing.

**Scope of Covenants; Remedies**

The following provisions shall apply to the covenants contained above:

The covenants contained in the Non-Interference paragraph shall apply within all territories in which LWH is actively engaged in the conduct of business;

Without limiting the right of either party to pursue all other legal and equitable remedies available for violation by the other of the covenants contained herein, it is expressly agreed that such other remedies cannot fully compensate the non-defaulting party for any such violation and that such party shall be entitled to injunctive relief to prevent any such violation or any continuing violation thereof;

Each party intends and agrees that if any action before any court or agency legally empowered to enforce the covenants contained herein any term, restriction, covenant or promise contained therein is found to be unreasonable and accordingly unenforceable, then such term, restriction, covenant or promise shall be deemed modified to the maximum extent necessary to make it enforceable by such court or agency;

The covenants contained herein shall survive the termination of this Agreement; and the parties hereto consent to the jurisdiction of the State of Illinois in the event of any dispute including, without limitation, any proceeding seeking equitable relief enforcing the covenants contained herein.

**Survivorship**

Those provisions that by their nature must survive expiration or termination of this Agreement shall.

**Headings**

The headings in this Agreement are for ease of reference only and shall not be used to construe or interpret the provisions of the Agreement.

**Severability**

If any provision or portion of this Agreement shall be adjudged invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable Law, such provision or portion of this Agreement shall be deemed omitted and the remaining provisions shall remain in full force and effect.

**Waiver**

No waiver by a party of a right or default under either this Agreement shall be effective unless in writing. No such waiver shall be deemed a waiver of any subsequent right or default of a similar nature or otherwise.

**Attorney's Fees**

Should it become necessary for either party to engage in legal proceedings for the purposes of (a) enforcing this Agreement, or (b) recovering damages sustained due to a breach of the Agreement by the other party, the party seeking enforcement of the Agreement and/or the non-breaching party, as applicable, shall be entitled to reimbursement by the other party for reasonable costs, reasonable attorneys' fees and any other reasonable expenses incurred in connection with those legal proceedings.

IN WITNESS WHEREOF, the parties hereto caused the execution of the Agreement by persons duly authorized as evidenced below.

Client/Client Company

The Lease Warehouse, LLC

By: \_\_\_\_\_

By: Jeffrey A. Tosello

Title: \_\_\_\_\_

Title: Managing Member

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## Scope of Work Dated:

### Implementation Services

- Database Creation - Upon execution, LWH will provide Client with a unique and secured database partition for Client in accordance with an agreed sorting protocol. After creation, LWH will establish the electronic email reminder service for key dates.
- Training - LWH will coordinate an initial session with the Client and their initial users to confirm logistics, provide training and establish the protocol for any additional support services. Future or additional training may be provided at agreed costs.

### Project Services

- Lease Set-Up (Review, Abstracting, Entry & Image Upload) - Client will be responsible for sending LWH full copies of each lease file. Once received, they will be reviewed, data will be extracted and entered into the database and an abstract produced. The scanned file will be indexed by document type and location and uploaded to the database record as appropriate. Whenever interpretation of data is necessary, assumptions are documented and the Client's best interests are considered.
  - For each file sent for abstracting (and subsequent updates), LWH will email the broker when the abstract is completed so that the broker can access it online and share it with their end user client (if any).
  - Throughout the term of this Agreement, Client will also get electronic email notices for critical dates such as expiration of the lease, notice dates for options and other important lease dates.
- Operating Expense Desktop Review - For each lease where the underlying tenant is billed for an annual operating expense reconciliation, LWH can review the billing for compliance with lease terms as negotiated. This review will include verification of quantifiable items (ie prorata share, caps, stops etc) as well as consistency with billing methodology as prescribed by the lease. LWH can also prepare an analysis that compares the billing against the prior year and on a per square footage basis. These reviews concludes with a recommending as to a course of action which may range from considering the billing accurate and appropriate to notifying the Landlord about missing backup or that a full lease audit will be conducted.

### Ongoing Support Services

- Ongoing Document Management - As new leases are sent to LWH, they will be fully abstracted according to the abstract form in use under this agreement. Exceptions discovered during this process will be resolved with Client. These leases will be made part of the active database within 5 working days of receipt.
- Web Access - Client may use the database on an unlimited basis without additional cost. If additional logins are required, Client may contact LWH. LWH reserves the right to limit additional logins on the same license to a reasonable number.
- Reporting - The database provides for a series of standard reports. These may be printed by the user and include:
  - Master Location Listing (By Client and By Broker)
  - Upcoming Expirations (By Date)
  - Upcoming Other Critical Dates by Type
  - Lease Abstracts
  - Email Reminder Notices as Setup During Abstracting
- Support - Client may call the LWH support desk from 8AM to 5PM Central time for help using the database. LWH support is unlimited to the Client on a reasonable basis for the duration of the Agreement. This support is intended to provide help in using the database, understanding the services and being in a position to advise and provide value to their end client relationship. This support does not include contact with end user clients, research, presentation or marketing follow up or other time not directly related to the services covered herein.