

DOG ENTRY AGREEMENT

In consideration of the agreement by landlord, Wanxiang Sterling Stetson Owner, LLC, a Delaware limited liability company ("Landlord"), to permit the Permitted Dogs (as defined below) on the premises, located at 130 East Randolph Street and 180 N Stetson Avenue, Chicago, Illinois (collectively the "Property"), and to the fullest extent permitted by law, _____ ("Tenant"), in addition to any other indemnification obligations that Tenant may owe Landlord under its Lease, shall indemnify, defend, protect and hold harmless Landlord and each of its members, managers, agents, representatives, and/or employees (collectively, the "Indemnitees") from all claims, damages, liabilities, losses, costs, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from the presence of any Permitted Dogs on the Property, which includes any such Permitted Dogs brought by any of Tenant's agents, representatives, employees, guests, invitees, and/or contractors, provided that Tenant does not release, indemnify, defend or hold harmless the Indemnitees from their own gross negligence or willful misconduct. "Permitted Dogs" mean any dogs brought by Tenant, or any of its agents, representatives, employees, guests, invitees, and/or contractors on to the Property.

Tenant agrees that the indemnification obligations set forth in this Agreement expressly include the agreement to indemnify the landlord from all claims resulting from any and all acts of the Permitted Dogs (including biting, causing bodily injury and damaging the property of Landlord or any other tenant or occupant of the building), and the presence of the Permitted Dogs in, on or about the building and/or Property. The indemnification obligations under this Agreement shall survive the expiration or termination of Tenant's Lease.

Tenant's liability insurance must cover dog-related injuries and damage, and the Tenant should provide the Landlord with a certificate evidencing such insurance before the Tenant or its employees may bring the Permitted Dogs onto the Property.

Tenant acknowledges receipt of the attached Dog Rules and Regulations and agrees that the attached shall, in addition to any obligations of Tenant under its Lease, govern Tenant's obligations with respect to any Permitted Dogs. Tenant agrees that the Rules and Regulations for the Property described in Tenant's Lease (or such other similar term in its Lease referring to the Property rules and regulations) shall be deemed to include the Dog Rules and Regulations. Tenant further acknowledges that the obligations set forth in this Dog Entry Agreement shall also be treated as obligations of Tenant under its Lease.

ACKNOWLEDGED AND AGREED:

TENANT:
[_____]

By:
Name:
Its:
Dated: _____

Dog Rules and Regulations

Tenant and each Tenant Party shall have the right at all times during the Term and any beneficial occupancy period to bring fully domesticated and trained dogs, kept by their employees as pets, into the Premises and Building Pet Relief Area, subject to the following protocol:

- (a) Tenant is responsible for maintaining a list of employees (a "Dog Owner") and the dog's information for such Dog Owner for tracking purposes to comply with the following Rules and Regulations, including to track any reported "bad behavior". Landlord may request this list from time to time;
- (b) all dogs shall be strictly controlled at all times so as not to foul, damage or otherwise mar any part of the Building (including the Premises) or cause any loud noise whether through barking, growling or otherwise;
- (c) any dog brought into or out of the Building shall be transported via stairwells, ramps or elevators. Dogs are not allowed on escalators;
- (d) all dogs must be housebroken;
- (e) all dogs shall remain in the Premises or other space exclusively controlled by Tenant and not wander throughout the Building or otherwise be left unattended;
- (f) Dogs are not allowed in any retail space;
- (g) while in any common area of the Building all dogs must be kept on leashes and under Dog Owner's supervision;
- (h) access to the Pet Relief area shall be via passenger elevator to the 11th floor of Pru 1, through the stairwell where signage is posted. Dogs should not be brought through the amenity center space (including the 11th floor conference area, restrooms, lounges areas or fitness club). Dog Owners must follow signage on the 11th floor from the elevators to the Pet Relief Area;
- (i) No dogs shall be allowed on the 11th floor terrace, other than in the designated Pet Relief area.
- (j) while using the Pet Relief area, all dogs must be kept on leashes; dogs may urinate or defecate *only* in this designated area;
- (k) Tenant shall immediately clean up after dog using "doggy bags" and dispose in the waste receptacle provided in the Pet Relief area;
- (l) upon Landlord's request from time to time, Tenant shall provide Landlord with evidence of all current vaccinations for dogs having access to the Building;
- (m) no dog with fleas is to be brought into the Building;

(n) Tenant shall be responsible for any additional cleaning costs and all other costs which may arise from the dogs' presence in the Building in excess of the costs that would have been incurred had dogs not been allowed in or around the Building. This many include "accidents" in the elevators, elevator lobbies, etc.;

(o) Tenant shall be liable for, and hereby agrees to indemnify and hold Landlord and the other Landlord Parties harmless from any and all claims by other tenants or third parties for damage to persons or property (including any death or personal injury claims) arising from any and all acts (including but not limited to biting) of, or the presence of, any dog in or about the Premises, the Building or the real property upon which the Building is located pursuant to this Lease;

(p) Tenant shall immediately remove any dog waste and excrement from the Premises, the Building and the Property. If Landlord reasonably determines that Landlord has incurred or is incurring increased janitorial (interior or exterior) maintenance costs as a result of the dogs' presence, Tenant shall reimburse Landlord for such costs as Additional Rent within thirty (30) days of Landlord's demand;

(q) Tenant shall comply with all applicable Laws governing the presence of a dog within the Premises and/or the Building;

(r) In its sole judgement, Landlord reserves the right to prohibit any dog who has exhibited aggressive behavior or cannot repeatedly adhere to the Dog Rules and Regulations as may be amended; and

(s) Landlord has the right to make reasonable changes to these Dog Rules and Regulations from time to time.

Landlord shall cause all other tenants and occupants of the Building who bring any dogs onto the Property to abide by the protocol set forth herein. If any tenant ever reasonably determines that the presence of any dog on the Property brought by any other tenant or occupant is interfering with such tenant's rights to bring dogs onto the Property or otherwise interferes with such tenant's use or enjoyment of the Premises, then Landlord shall have the right, following notice thereof, to immediately terminate the offending party's rights to bring dogs onto the Property.