



AGREEMENT

The following constitutes the Articles of Agreement between All-Circo, Inc. (ALL-CIRCO), 616 Enterprise Drive Suite 102A, Oak Brook IL 60523, and BRE 312 OWNER LLC and BRE River North Point Owner LLC (CLIENT):

1. The term of this Agreement shall begin January 1st, 2021, and will continue for one year, or until December 31st, 2021.

2. Throughout the term of this Agreement, ALL-CIRCO shall perform all services as an independent contractor and not as an employee of CLIENT. As an independent contractor, it is understood and agreed that ALL-CIRCO shall perform services only at the direction of CLIENT or as CLIENT shall otherwise specify. ALL-CIRCO's primary contact on this matter shall be John Kelly. CLIENT's primary contact shall be Wayne Berman.

3. It is understood and agreed, pursuant to this Agreement, that ALL-CIRCO shall provide the following services: Representation on behalf of CLIENT before the City Council of the City of Chicago, the Mayor of Chicago, and agencies, departments, employees and agents of the City of Chicago regarding *Willis Tower*. It is also understood and agreed that ALL-CIRCO shall assist, advise, and consult with CLIENT on other matters as CLIENT shall request and direct from time to time.

It is further understood and agreed that the scope of services to be rendered pursuant to this paragraph 3 does not include the rendering of any legal services to, legal representation of or legal advice to CLIENT.

4. The manner in which the services are to be performed and the specific hours to be worked by ALL-CIRCO shall be determined by ALL-CIRCO. It is understood and agreed that

CLIENT will rely on ALL-CIRCO to work as many hours as may reasonably be necessary to fulfill ALL-CIRCO's obligations under this Agreement.

5. The fee for the services provided by ALL-CIRCO and set forth in paragraph 3 of this Agreement shall be \$20,000.00 per month. ALL-CIRCO shall bill CLIENT monthly and CLIENT shall pay each monthly bill within 30 days of CLIENT's receipt of each such bill.

By signing this Agreement, CLIENT certifies that none of the monies it will utilize to pay ALL-CIRCO for its services pursuant to this Agreement are or will be in violation of the provisions of: (1) Ill. Adm. Code, Title 89, Part 509, Section 509.20 et seq. (Allowable/Unallowable Costs); (2) any contracts, policies, rules and laws of the State of Illinois and any agencies and departments thereof; (3) any federal laws, rules or regulations, if applicable; and (4) any local laws, rules or regulations, if applicable. ALL-CIRCO and CLIENT are aware that the Federal Government, states and certain local jurisdictions have lobby registration and reporting requirements that may be applicable to ALL-CIRCO's activities under this Agreement, including, but not limited to, the Lobbying Disclosure Act of 1995 (the "LDA"), as amended (including by the Honest Leadership and Open Government Act of 2007). ALL-CIRCO represents and warrants that he is familiar and will comply with any and all applicable lobby registration and reporting requirements as well as any other requirements imposed upon lobbyists, including, but not limited to, the gift restrictions under the LDA. ALL-CIRCO shall obtain the prior consent of CLIENT before making any contacts with a Public Official of any Federal government or state or local government entity. ALL-CIRCO shall not attempt to influence any Federal, state or local legislation or rule making or rate making or procurement decision by a Federal, state or local agency without the consent of CLIENT. Notwithstanding this prohibition, ALL-CIRCO shall also immediately inform CLIENT if ALL-CIRCO's activities trigger any such registration or reporting requirements. ALL-CIRCO shall also cooperate with CLIENT to the extent necessary for CLIENT to comply with any applicable lobby registration and reporting requirements, and shall provide to CLIENT, upon request, copies of all reports required by law to be filed with the Congress or any other governmental entity with respect to any activities undertaken by ALL-CIRCO on behalf of CLIENT.

It is also understood and agreed that any expenses incurred in providing services under this Agreement shall be borne by ALL-CIRCO, unless prior written approval for specified expenses is granted by CLIENT.

6. ALL-CIRCO shall comply with all applicable laws and regulations with respect to registration and other matters required by law in order to lobby on behalf of CLIENT. ALL-CIRCO shall conduct itself in providing services to CLIENT in compliance with the highest ethical standards. ALL-CIRCO represents and warrants that it shall comply with all laws and regulations applicable to ALL-CIRCO's activities on behalf of CLIENT, including, but not limited to, the LDA, as amended, and regulations and guidance issued thereunder. ALL-CIRCO is aware that the Federal government, states and certain local jurisdictions have laws and regulations restricting or prohibiting political contributions and personal gifts, including, but not limited to, meals, entertainment, travel, lodging and anything else of value, given to elected officials, appointed officials or employees. Therefore, ALL-CIRCO represents and warrants that he is familiar and will comply with any and all such applicable gift laws and regulations. Moreover, as noted in Section 3 (Compensation), CLIENT will not reimburse Contractor for any such gifts, and prohibits ALL-CIRCO from offering or providing such gifts on its behalf. In addition, ALL-CIRCO further represents and warrants that it will not make any Political Contributions in connection with this Agreement or that could in any way cause CLIENT to directly or indirectly violate any laws or regulations pertaining to the making or soliciting of political contributions by a government contractor.

COMPLIANCE WITH SEC RULE 206(4)-5 ALL-CIRCO agrees that it will not directly or indirectly communicate with a governmental entity regarding the provision of investment advisory business on behalf of CLIENT. In this manner, Contractor agrees that it will not solicit investment advisory business for CLIENT in violation of SEC Rule 206(4)-5.

7. It is understood and agreed that this Agreement is not contingent upon the outcome of any services rendered, including but not limited to the passage or defeat of any specific legislation, the final version or content of any legislation or the obtaining or failure to obtain any specific contract, job or grant. ALL-CIRCO commits to using its best professional

efforts at all times on behalf of CLIENT but cannot offer any promises or guarantees as to results.

8. ALL-CIRCO's employees who perform services for CLIENT under this Agreement shall also be bound by the provisions of this Agreement.

9. In recognition of the unique rights and duties of the parties to this Agreement, the parties hereby waive any and all rights to transfer or assign the rights and duties of this Agreement.

10. This Agreement contains the entire agreement of the parties with respect to the services to be rendered as stated in paragraph 3 and there exist no other promises or conditions in any other agreements, oral or written, with regard to the services to be provided as set forth in paragraph 3. This Agreement supersedes any prior written or oral agreements between the parties with respect to the services set out in paragraph 3.

11. This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

12. This Agreement shall be governed by the law of the State of Illinois.

13. CLIENT may terminate this Agreement at its convenience and without any breach by ALL-CIRCO upon 30 days written notice to ALL-CIRCO; CLIENT may request that ALL-CIRCO cease work during all or part of the notice period but shall then pay ALL-CIRCO to the end of the notice period. CLIENT shall have no liability to ALL-CIRCO other than to pay amounts due.

ALL-CIRCO agrees to maintain in strict confidence, and exercise reasonable care to protect the confidentiality of, all information disclosed to it by or concerning CLIENT. Such confidential and proprietary information will be used by ALL-CIRCO solely in connection with the performance of Services under this Agreement and will be shared by ALL-CIRCO with its

personnel solely on a "need to know" basis in connection with the performance of services under this Agreement. Such information shall be returned to CLIENT immediately upon the expiration or termination of this Agreement for any reason. ALL-CIRCO shall not deliver any messages to the marketplace or communicate any information on behalf of CLIENT, without the prior approval of CLIENT. Unless otherwise required by law, without the prior written consent of CLIENT, ALL-CIRCO will not disclose to any person (including any individual, corporation, company, partnership or other entity) the existence of this Agreement or any of the terms, conditions or other facts with respect to such Agreement, including the relationship created hereunder.

ALL-CIRCO represents and warrants that it shall familiarize itself and comply with all applicable conflict of interest statutes and regulations affecting his representation of CLIENT, including, but not limited to, any post-employment restrictions that may apply to former government officials. ALL-CIRCO will not engage in any activity that could be viewed as a conflict of interest even though it may not be prohibited under any particular law. To ensure compliance with the above requirements and potential disclosure requirements, ALL-CIRCO shall immediately notify CLIENT of any governmental or quasi-governmental office or position currently or formerly held by ALL-CIRCO or any proprietor, partner, director, manager, or employee of ALL-CIRCO or such person's immediate family member. ALL-CIRCO will also immediately notify CLIENT if a person holding any governmental or quasi-governmental office or position owns or controls ten percent ALL-CIRCO's stock.

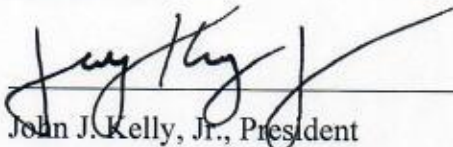
ALL-CIRCO shall not, during the term of this Agreement, perform any services for those companies that the CLIENT considers to be its direct competitors. In addition, ALL-CIRCO will consult with and obtain the approval of the CLIENT prior to performing any services for other firms that, on occasion, compete with the CLIENT.

To the extent not precluded by law, ALL-CIRCO shall indemnify and hold harmless CLIENT and its, agents, representatives and employees from and against any and all liability, damages, losses, claims, demands, judgments, costs and expenses of every nature and kind, by reason of injury to or death of any person or damage to or destruction of property, arising out of or

incidental to or in any way resulting from the acts or omissions, whether negligent or otherwise, of ALL-CIRCO, its employees or agents in performance under this Agreement.


If the terms and conditions set forth in this Agreement are acceptable, please make this a binding Agreement by signing where indicated and returning a copy to ALL-CIRCO either by e-mail or fax.

ALL-CIRCO, INC.

By: 
John J. Kelly, Jr., President

Dated: 12/21/2020

BRE 312 OWNER LLC and BRE River North Point Owner LLC

By: 
William Stein, BRE 312 OWNER LLC and BRE River North Point Owner LLC

12/30/2020
Dated: _____