



October 17, 2017

Ms. Lisa Starceвич  
Vice President, Legal and Assistant Secretary  
Duke Realty  
1301 West 22<sup>nd</sup> Street, Suite 800  
Oak Brook, Illinois 60523

In re: Rezoning of 3101 South Kedzie, Chicago, Illinois

Dear Lisa:

On behalf of all of us at Daley and Georges, Ltd., a certified women-owned firm, we are delighted to have the opportunity to represent Duke Realty in the rezoning of property at 3101 South Kedzie in Chicago, Illinois.

I will manage and assume primary responsibility for this representation. Our fees are based on hourly rates. My billing rate for this matter will be \$500.00 per hour, and Rich Toth and Amy Degan's billing rates will be \$450.00 per hour.

The outside counsel guidelines provided by Duke Realty are attached hereto and made a part of this representation. If you agree to this representation, please indicate your consent by signing this letter and returning it to me. Our work and representation shall not commence until this letter of engagement is agreed to in writing.

I look forward to working with you on this important matter.

Very truly yours,

A handwritten signature in cursive script that reads 'Mara'.

Mara S. Georges

MSG:ml

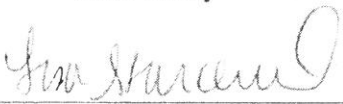
enclosure: W-9

312.726.8797  
daleygeorges.com  
20 South Clark, Suite 400  
Chicago, IL 60603

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I have read, understand and agree to the contents of this letter and the attached Terms of Engagement.

Duke Realty

By:   
Name: Lisa Stancovich  
Title: Vice President, Legal  
Date: 10-18-17

To: All Outside Counsel Representing Duke Realty (including all related entities and affiliates)

From: Ann Colussi Dee, Executive Vice President and General Counsel

Re: Terms of Outside Counsel Engagement Policy

Date: March 20, 2014

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This memorandum is written to all Duke Realty outside counsel to explain the terms and conditions of our engagement of outside counsel. We ask that outside counsel review these terms and acknowledge their review and consent to these terms in our engagement letter.

**Engagement/Approval of Legal Work** - All outside counsel must be engaged through a written and fully executed engagement letter. Duke Realty in-house counsel will be at all times the client interface for outside counsel, and in-house counsel will be deemed primary client contact for all outside counsel. The attorneys and support staff expected to work on a particular matter should be identified in the engagement letter. While outside counsel may from time to time work directly with other Duke Realty departments, Duke Realty in-house counsel should be copied on all communications. All projects and transactions (whether new or expanding on the scope of existing representation) are to be reviewed and approved by Duke Realty in-house counsel prior to the commencement of any work. The approval of legal work will apply to all matters regardless of whether the particular project, question or request was initiated by in-house counsel or by another associate of Duke Realty.

**Fixed Fee or Estimates** - Duke Realty requires either a fixed fee or estimate for every matter. Our expectation is that outside counsel will not exceed the estimate unless otherwise discussed with Duke Realty in-house counsel. All fee estimates or fixed fees will be set out in the engagement letter.

**Duplication/Efficiency** - Duke Realty will not pay for duplication of efforts. If multiple attorneys are needed, matters must be delegated among different attorneys and support staff without duplication. As a matter of efficiency and to the extent possible, Duke Realty prefers that the attorneys within a firm that handles Duke Realty's legal matters remain constant. Duke Realty's legal matters should not be utilized as "training" for new associates. If outside counsel believes that the volume of work or other circumstances dictate the need for changes or an additional attorney to join the team beyond the attorneys identified in the engagement letter, this should be discussed and approved by in-house counsel in advance.

**Memos** - Please avoid writing memos unless specifically requested.

**Status Reports** - On a regular basis (monthly or such time as is prudent based on the matter involved), outside counsel will provide Duke Realty in-house counsel with a written status report. This status report can be brief and informal (email is acceptable). The purpose of the status report is to allow Duke Realty to better monitor the legal work in progress that is being performed by outside counsel. The status report should identify total fees incurred from inception to date for each separate matter. There should be no charge for the preparation of these status reports.

**Research** - Outside counsel are engaged as experts in the subject matter for which they are engaged. Research should only be required in very limited instances upon approval of Duke Realty in-house counsel. If outside counsel is not expert in the matter, the matter should be referred to another attorney.

**Invoices and Status of Submitted Invoices** - Invoices for legal services should be submitted on a monthly basis. Outside counsel should include a Vendor ID on each invoice (this number will be provided to you by the Duke Realty accounting department when engaged) All invoices should be sent to the accounting department, with a copy to Duke Realty in house counsel, as identified by Duke Realty. All invoices should include: (1) Duke Realty entity involved, (2) the project and matter, (3) date the work was performed; (4) detailed description of the work performed; (5) amount of time expended; (6) attorney or paralegal performing the work; (7) billable rate for attorney or paralegal; and (8) detailed itemization of expenses. A copy of this memorandum should be provided to all outside counsel staff and billing departments to ensure adherence to the terms and condition of this memorandum and timely payment of billing invoices.

**Expenses** -With respect to payment of any charges for items other than professional services by attorneys and paralegals, which will be governed by an engagement letter, the following will apply:

**Reimbursable Expenses** - Duke Realty will reimburse outside counsel for reasonable and actual out-of-pocket payments made to third party vendors for the following items: filing fees; court reporter fees, expert witness fees (requires prior approval by the General Counsel); computerized legal research (more than \$500 will require prior written approval from the General Counsel); coach-class airfare (lowest available rates/class); travel (expenses that are both necessary and reasonable); long distance telephone charges for voice, fax or data at cost; local business transportation (e.g., taxi fares); inside copying (at cost, up to ten cents (\$.10) per page) and outside photocopying (binding and printing services) (note: before any substantial copying is done, outside counsel should consult with in-house counsel to verify that the copying cannot be better handled by Duke Realty internally); air freight/express mail deliveries (only when necessary); and outside messenger services. A budget for reimbursable expenses should be included in the fee estimate.

**Non-reimbursable Expense** - Duke Realty will not pay for the following items: word processing; overtime charges; secretarial/clerical charges; inside copying (more than ten cents (\$.10) per page); electronic scanning charges, local personal transportation (taxi/limo to/from home); local telephone or fax charges; local meals; books/subscription fees; membership fees; office supplies; storage charges; or conference facility use charges.

**Conflicts of Interest** - Duke Realty expects outside counsel to strictly adhere to all applicable rules of professional conduct. Duke Realty would expect outside counsel to be disqualified from representing any other client with interests materially and directly adverse to Duke Realty in any matter (i) which is substantially related to the applicable representation, (ii) where there is a reasonable probability that confidential information Duke Realty furnishes to outside counsel could be used to Duke Realty's disadvantage, or (iii) which involves litigation. Duke Realty expects that outside counsel will interpret the applicable rules of professional conduct broadly, and to the extent there is any concern of a conflict of interest, advise Duke Realty in-house counsel of such potential issue. In particular, with respect to new matters that outside counsel or other attorneys working in the same firm as outside counsel are considering taking on after outside counsel's engagement that could pose a conflict of interest, outside

counsel will notify Duke Realty in house counsel immediately and obtain prior consent to such representation and a waiver letter or otherwise refuse such new matter.

**Binders-**For transactional matters involving closings, in-house Duke Realty counsel will prepare binders unless outside counsel is otherwise instructed to do so. On or within five (5) business days of closing, outside counsel will send Duke Realty in-house counsel the final detailed and itemized checklist for the transaction, and to the extent available, fully executed and dated closing documents electronically and if available, in original form as well. Subsequent originals will be sent to Duke Realty promptly when available; title companies and closers will be directed to send originals to Duke Realty in house counsel