

EXHIBIT A

The following are conditions that must be met by Contractor and are part of this Contract:

- 1. Assignments:** Contractor shall not assign this contract nor enter into any contract with a subcontractor without in each instance first obtaining the written approval of MMPI.
- 2. Taxes:** The Contract Sum includes all taxes and other governmental charges including, but not limited to, sales or occupational taxes, unemployment compensation, and insurance for old age pensions and compensations, and all other forms of social security benefits on or based upon the amount of wages, salaries, commissions or other compensations paid to any and all persons, firms or corporations for services rendered in connection with this contract. In the event said taxes and other governmental charges, or any part thereof, shall in the first instance be charged to MMPI, Contractor, on demand, agrees to reimburse MMPI any amounts so paid plus any and all penalties thereon.
- 3. Time Limits, etc.:** All time limits stated in this Contract are of the essence of the Contract. If completion of the Work is delayed by strikes, lockouts, fire, unusual delay by common carriers, unavoidable casualties, or any cause beyond Contractor's control, the time for completion shall by mutual agreement be extended for a reasonable time, provided, however, that in the event the parties hereto are unable to arrive at a reasonable time for extension of completion, MMPI may, upon giving Contractor 48 hours written notice, terminate the Contract as to the balance of the Work required for completion, in which event Contractor shall be entitled to a pro rata payment for the Work completed prior to termination.
- 4. Remedies:** If Contractor shall not prosecute the Work properly, or fail to perform any provisions of this Contract, then, after giving Contractor at least 48 hours written notice, MMPI, without prejudice to any other remedy it may have, may take possession of the Work completed and finish the Work by whatever method MMPI may deem expedient and, if the unpaid balance of the Contract Sum shall exceed the expense of finishing the Work, such excess as may remain after MMPI's expenses have been deducted shall be paid to Contractor. If the expenses to MMPI shall exceed the unpaid balance, Contractor shall pay the difference to MMPI. If Contractor shall be adjudged a bankrupt, or make a general assignment for benefit of its creditors, or if a receiver of its assets shall be appointed, or if it shall fail to supply enough properly skilled workers, or proper materials, or disregard laws, ordinances, statutes, or otherwise violate any provision of this Contract, MMPI, without prejudice to any other right or remedy, and after giving Contractor 48 hours written notice, may terminate this Contract and charge against the original Contract Sum any additional expense incurred by MMPI in finishing the Work; provided, however, that if such additional expense shall exceed the unpaid balance due Contractor, Contractor shall be liable to MMPI for the difference. MMPI shall have the right to review and audit Contractor's files and records pertaining to this Contract.
- 5. Liens:** Contractor shall submit to Owner with each invoice, before it will receive payment on account, a Sworn Statement for Contractor and Subcontractors, and, in addition, affidavits and waivers of mechanics' liens, of materialmen's liens, and any and all other liens that might be asserted by Contractor, subcontractors, sub-subcontractors, or materialmen. Contractor shall at all times save harmless and indemnify MMPI and the owners of the Building against such liens and claims of lien and, in the event any lien attaches to the Building arising out of or accruing from Contractor's work, Contractor, at its own expense, will immediately remove said lien. MMPI shall have the right to discharge any such lien and to deduct the cost of so doing from any sum that would otherwise be due Contractor.
- 6. Other Contractors:** MMPI reserves the right to enter into other contracts in connection with the work of which this Contract forms a part. Contractor shall afford other contractors opportunity to execute their work, and shall connect and coordinate its work with theirs. If the Work depends upon the work of any other contractor, Contractor shall inspect and promptly report to MMPI any defects in such other work. Failure to inspect and report shall constitute acceptance of the other contractor's work as fit and proper. To insure proper execution of the Work, Contractor shall examine work already in place and shall at once report to MMPI any discrepancy with the specifications provided herein.
- 7. Legal and Other Requirements:** All work will be accomplished in accordance with the requirements of the City of Chicago, County of Cook, and State of Illinois, federal and other governmental authorities, and with Building standards and specifications which are available at the MMPI office for review.
- 8. Indemnification:** To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless MMPI, the owners of the Building and their respective partners, members, shareholders, directors, officers, agents, employees, beneficiaries, successors, and assigns ("Indemnified Parties") from and against all claims, damages, losses, and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of professional services by Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except to the extent caused by an Indemnified Party. Such obligation shall not be construed to negate, abridge, or otherwise reduce any right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph. In any and all claims against any Indemnified Party, by an employee of Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph shall not be limited in any way by any limitation of the amount or type of damages, compensation, or benefits payable by or for Contractor or any subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts. Nothing contained herein shall limit the nature, extent, or duration of Contractor's responsibility and liability for improper performance of services as an architect, engineer, surveyor, consultant, designer, or other professional.
- 9. Patent Infringement:** Contractor agrees that it will defend, indemnify, and save Indemnified Parties harmless from loss from or on account of any damage claimed and established by any and all persons, firms, or corporations because of any alleged infringement of any patent rights growing out of the performance of this Contract, and Contractor, upon due notice from MMPI, will at its own expense defend any suits at law or in equity that may be brought against any Indemnified Party because of any such alleged infringement or infringements.

**10. Insurance:** A. Contractor shall, at its sole cost and expense, purchase and maintain the following insurance in amounts not less than those specified below specific to work for MMPI: (1) Workers' Compensation in accordance with the laws of New York, and Employer's Liability in an amount not less than \$1,000,000; (2) Commercial General Liability: (a) Bodily Injury Liability and Property Damage Liability with a limit not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate, (b) above to include Contractual Liability, Completed Operations, Personal Injury (employees exclusion deleted), and "X", "C" and "U" exclusions deleted; (3) Commercial Automobile Liability: (a) Bodily Injury Liability and Property Damage Liability with a combined single limit not less than \$1,000,000 per occurrence and in the aggregate for bodily injury, (b) above to include employer's Non-Owned and Hired Car Coverage; and (4) Umbrella Liability or Excess Liability with limits not less than \$5,000,000 per occurrence. B. Contractor's insurer shall have a policyholder rating of at least A- and be assigned a financial size category of at least A III as rated in the most recent edition of "AM Best's Key Rating Guide" for insurance companies. C. Contractor, before commencing work, will supply MMPI with certificates of insurance, evidencing compliance with the minimum requirements listed above. Each policy shall provide that the insurance evidenced by such certificate will not be cancelled or reduced without thirty (30) days prior written notice to MMPI. At the option of MMPI, Contractor shall supply MMPI with copies of the policies evidenced by such certificates. D. Contractor shall maintain a file of certificates of insurance and any policies received from each subcontractor and/or sub-subcontractor of any tier. E. Contractor shall have the following manuscript endorsement specifically endorsed to its policies (except Workers' Compensation and Professional Liability) covering the Work: "It is hereby agreed and understood that Merchandise Mart L.L.C., a Delaware limited liability company; 527 West Kinzie L.L.C., a Delaware limited liability company; Merchandise Mart Properties, Inc.; Vornado Realty L.P., a Delaware limited partnership; Vornado Realty Trust, a Maryland real estate investment trust; (Any additional parties, if applicable) Wolf Point Owners, L.L.C., an Illinois limited liability company; and their respective owners, partners, directors, officers, members, shareholders, agents, employees, beneficiaries, lenders, successors and assigns, all as their interests may from time to time appear, are hereby added as Additional Insureds. The coverage afforded the Additional Insureds under this policy shall be primary insurance. If an Additional Insured has other insurance which is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the Company's liability under this policy shall not be reduced by the existence of such other insurance. It is further agreed that the coverage afforded to an Additional Insured shall not apply to the sole negligence of that Additional Insured." F. Each subcontractor and/or sub-subcontractor of any tier shall maintain insurance of the kinds and in the amounts required from Contractor (including in all policies, except Workers' Compensation and Professional Liability, the Additional Insureds in paragraph 10(B) above) and shall furnish to Contractor certificates of insurance and, at the option of MMPI, policies evidencing compliance with the minimum requirements listed above. Each certificate and policy shall state that the insurance evidenced thereby will not be cancelled or reduced without thirty (30) days prior written notice to Contractor. G. Contractor waives all rights of action and subrogation against MMPI to the extent of any insurance recoveries that may be obtained by Contractor for damages caused by fire or other peril covered by insurance, except such rights as Contractor may have to proceeds of insurance held by any other person as trustee or otherwise on behalf of Contractor. H. Contractor agrees in the event any claim, demand, suit or other proceeding is brought against Contractor or any of the Indemnified Parties which is alleged to have arisen out of or to have resulted from Contractor's negligent performance of professional services or wrongful acts under this Contract, Contractor shall either provide or cause its insurer to provide legal representation to any and all of the Indemnified Parties named in such action. The Indemnified Parties shall have the right to select their own legal representative for such action.

**11. Relationship of Parties:** Contractor shall, for all purposes under this Contract, be deemed an independent contractor. Neither Contractor nor any of its employees shall be deemed to be employees of MMPI for any reason.

**12.** If any language contained herein conflicts with any language contained in any other document incorporated into this "Contract for Professional Services", the language herein shall govern.

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