

## EXHIBIT A

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

- 1. Guarantee:** Contractor unconditionally guarantees the Work against faulty workmanship and defective materials for one year after the date of final acceptance by MANAGER. If MANAGER requests repairs for the foregoing reason, Contractor will immediately at its own expense make all necessary repairs. If Contractor is an architect, engineer, surveyor, consultant, or serving in another professional capacity, nothing contained herein shall limit the nature, extent, or duration of Contractor's responsibility and liability for improper performance of services in that capacity. The obligations of Contractor under this paragraph are separate from and in addition to the indemnification obligation under paragraph 14 below.
- 2. 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 MANAGER. This contract may be assigned at anytime by the Owner without Contractor's consent.
- 3. 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 MANAGER, Contractor, on demand, agrees to reimburse MANAGER any amounts so paid plus any and all penalties thereon.
- 4. 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, MANAGER 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.
- 5. 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, MANAGER, without prejudice to any other remedy it may have, may take possession of the Premises and of all materials, tools, and appliances thereon and finish the Work by whatever method MANAGER 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 MANAGER's expenses have been deducted shall be paid to Contractor. If the expenses to MANAGER shall exceed the unpaid balance, Contractor shall pay the difference to MANAGER. If Contractor shall be adjudged a bankrupt, or make a general assignment for the 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, MANAGER, 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 MANAGER in finishing the Work; provided, however, that if such additional expense shall exceed the unpaid balance due Contractor, Contractor shall be liable to MANAGER for the difference. MANAGER shall have the right to review and audit Contractor's files and records pertaining to this contract.
- 6. 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 MANAGER 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.
- 7. Retained Percentage:** MANAGER shall retain 10% of the Contract Sum until the Work is fully completed and duly accepted by MANAGER. If a deviation has been made by Contractor from the specifications, without proper authorization of MANAGER, Contractor, upon written notice from MANAGER, shall at once make all additions and alterations necessary to fully comply with the specifications. If Contractor fails so to do, then MANAGER may make such additions and alterations, deducting the cost thereof from the retained percentage of the Contract Sum.
- 8. Conduct of Work:** The job is to be done in an expeditious manner. Contractor shall confine its apparatus, storage of materials, and operation of its workers in accordance with directions of MANAGER. Contractor shall not load or permit any part of the Premises to be loaded with a weight that will endanger its safety. Contractor shall at all times keep the Premises free from accumulations of waste materials or rubbish and remove same from the Worksite and the Premises and, at the completion of the Work, shall remove from and about the Premises all its tools, scaffolding, and surplus materials, and shall leave the Premises "broom clean" or its equivalent, unless more exactly specified. If Contractor fails to remove any of the foregoing, MANAGER shall have the right to remove the same and charge the cost to Contractor. Contractor acknowledges that MANAGER has informed it that asbestos-containing materials (ACM) are present in certain locations in the Building and that it is the policy of MANAGER to abate those materials before any work is performed that might disturb them and expose workers and other occupants of the Building to airborne asbestos fibers. Contractor agrees that, if it observes materials which it suspects may be ACM, it will immediately suspend its work in the area of those materials and notify MANAGER, which will determine whether ACM is present and, if it is, abate it before the Work recommences. Contractor will advise its subcontractors that they are subject to this requirement. Contractor shall at all times be in compliance with the requirements of Hazard Communications laws and regulations. Contractor shall provide MANAGER with a Material Safety Data Sheet for each extremely hazardous substance it or its subcontractors bring to the Building.
- 9. Other Contractors:** MANAGER 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 MANAGER 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 MANAGER any discrepancy with the specifications provided herein.

**10. Surety Bond:** Contractor agrees to give, upon request, before the execution of this contract, a surety bond in the full amount of the Contract Sum as stated, guaranteeing the faithful performance of this Contract in accordance with the terms thereof, and said bond shall be maintained in force until the completion of the Work and its acceptance by the party for whose benefit the Work is performed, which acceptance will be indicated by the final payment. The form of bond and surety thereon shall be subject to the approval of MANAGER.

**11. Permits:** Contractor shall, prior to commencing work and at its own expense, obtain all permits or licenses and inspection certificates necessary to comply with the regulations of the City of Chicago, County of Cook, and State of Illinois, and of federal and any other governmental authorities. Contractor will be supplied drawings for this purpose.

**12. Work Hours:** All work is to be done during normal working hours of 7:00 a.m. to 4:00 p.m. unless otherwise specified. Overtime work must be scheduled in advance.

**13. 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, and federal and other governmental authorities, and with Building standards and specifications which are available at the MANAGER office for review. Conflicts between the specific drawings and these standards and specifications shall be identified by Contractor for clarification.

**14. Indemnification:** To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless Merchandise Mart L.L.C., theMart Manager LLC; MTS-MM LLC; Merchandise Mart Properties, Inc.; GCJ Management LLC; Vornado Realty L.P., Vornado Realty Trust, (527 West Kinzie L.L.C. – if applicable) and their respective owners, partners, directors, officers, members, shareholders, agents, employees, beneficiaries, lenders, 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 the Work by Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part 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. The obligations of Contractor under this Paragraph are separate from and in addition to the obligations under Paragraph 1 above.

**15. 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 use of equipment and machinery or any part thereof used in the performance of this Contract, and Contractor, upon due notice from MANAGER, 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.

**16. 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 MANAGER: (1) Workers' Compensation in accordance with the laws of Illinois, 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 of insured contract, Premises Operations, Products/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 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 \$10,000,000 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 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 MANAGER 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 without thirty (30) days prior written notice to MANAGER. At the option of MANAGER, Contractor shall supply MANAGER 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 Commercial General Liability Policy, and any Umbrella Liability or Excess Liability Policies covering the Work endorsed to add Merchandise Mart L.L.C., theMart Manager LLC; Merchandise Mart Properties, Inc.; MTS-MM LLC; GCJ Management LLC; Vornado Realty L.P., Vornado Realty Trust, (527 West Kinzie L.L.C. – if applicable) 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, 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 in paragraph 16 (A) hereof. **G.** Each subcontractor, and/or sub-subcontractor of any tier, shall have a manuscript endorsement worded as provided in paragraph 16 (E) (including the Additional Insureds named herein) hereof specifically endorsed to its Commercial General Liability and any Umbrella Liability or Excess Liability policies covering the Work. **H.** Each subcontractor, and/or sub-subcontractor of any tier, shall, before commencing work, furnish Contractor with certificates of insurance and, at MANAGER's option, policies evidencing compliance with the minimum requirements listed above. Each policy shall state that the insurance evidenced thereby will not be cancelled without thirty (30) days prior written notice to Contractor.

**17. 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 MANAGER for any reason.

**18.** If any language contained herein conflicts with any language contained in any other document incorporated into this Contract the language herein shall govern.