

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 MANAGER.
- 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 MANAGER, Contractor, on demand, agrees to reimburse MANAGER 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, 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.
- 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, MANAGER, without prejudice to any other remedy it may have, may take possession of the Work completed 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 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.
- 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 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. MANAGER 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:** 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.
- 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 MANAGER office for review.
- 8. Indemnification:** To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless Merchandise Mart L.L.C., Merchandise Mart Properties, Inc.; theMart Manager LLC; MTS-MM LLC; GCI 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 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 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.

EXHIBIT A (continued)

10. Insurance: The following insurance is to be provided by Contractor at its expense. A certificate of insurance evidencing the coverages required herein and endorsements showing additional insured and waiver of subrogation must be presented to Owner by Contractor and each of Contractor's subcontractors, in form and content satisfactory to Owner prior to commencing Services and prior to receiving any payments. All policies (except Worker's Compensation) shall name Owner and the Owner Parties as additional insureds.

A. Commercial General Liability: Including coverage on an occurrence form, ISO Form CG 00 01 (12/2007 or later editions) or its equivalent for Premises Operations, Products/Completed Operations, Blasting, Collapse, Underground (XCU) as appropriate and Contractual Liability of insured contracts. Limits: \$1,000,000 per occurrence; \$2,000,000 Annual aggregate; and \$2,000,000 Products/Completed Operations aggregate. The policy shall contain no limitations and/or exclusions for contractual liability for insured contracts (as defined in the ISO Policy Form CG 00 01). In particular, the policies or endorsements cannot contain language which excludes coverage to owner additional insureds for claim arising out of bodily injury to Contractor's employee if it occurs in the course of employment (i.e., third party claims).

B. Worker's Compensation: Statutory for the state where the work is performed; for work performed in New York State, New York must be shown on Item 3a of the policies declaration page;

C. Employer's Liability: \$1,000,000 per Accident; \$1,000,000 Disease each Employee; and \$1,000,000 Disease Policy limit.

D. Auto Liability: Coverage for all contractor vehicles - owned, hired, leased and non-owned. Limits: \$1,000,000 Combined Single Limit per accident. (Required if Contractor will bring any vehicle on to any Owner's property).

E. Umbrella/Excess Liability: Including coverage for commercial general liability, auto liability and employer's liability policies; and coverage to be either "follow form" of the primary policy or provide coverage as broad as the primary policy. Limits: \$5,000,000 per occurrence; \$5,000,000 annual aggregate; or such higher amount as determined by Owner. If the policy is not follow form as respects the primary policy, owner additional insureds must be endorsed as additional insureds. All Umbrella/Excess policies cannot be excess and must be endorsed to be primary and non-contributory for owner additional insureds. The certificate of insurance must indicate that any Umbrella/Excess policy is endorsed that the coverage is primary and non-contributory for owner additional insureds.

F. The policies will provide for thirty (30) days (ten (10) days for non-payment of premium) prior written notice to Owner of cancellation. Notwithstanding the foregoing, Contractor shall deliver such notice to Owner within three (3) days of receipt and inform Owner of the steps being taken to reinstate or replace the insurance. Owner's acceptance of insurance for the limits as stated above shall not limit Contractor's liability hereunder. All limits are considered minimums. Invoices will not be processed for payment until satisfactory insurance certificates are received and accepted. All policies shall be considered primary as respects any insurance or self-insurance maintained by Owner and any of the Owner Parties. All insurance and self-insurance maintained by Owner and/or any of the Owner Parties shall be excess and non-contributory.

Contractor agrees to accept full responsibility for supplying its own tools and equipment, including ladders and scaffolds, and Contractor represents and warrants that a) all such tools and equipment are i) designed for the required job; and ii) properly maintained and in safe operating order; and b) all employees have received proper training in the safe use of all tools and equipment. Owner and Owner Parties will not be responsible for any damage to or theft of Contractor's tools, equipment and/or personal property unless such damage was caused by the sole negligence or willful misconduct of Owner Parties.

Contractor hereby releases Owner and the Owner Parties from all liability to Contractor, or anyone claiming through or under Contractor, by way of subrogation or otherwise, for any loss or damage to property caused by or resulting from risks insured against under this Agreement. Contractor will obtain waivers of subrogation from all insurance carriers in favor of Owner and the Owner Parties.

G. 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."

H. Each subcontractor, and/or sub subcontractor of any tier, shall have a manuscript endorsement worded as provided in paragraph 16 (G) (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.

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 MANAGER 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.

5/11/17