



August 18, 2017

Adtalem is pleased to announce that we are partnering with JLL to outsource the Facilities Management Services at all U.S. locations for Adtalem and its affiliates. JLL will take accountability for managing the day to day operations of the facilities, including but not limited to, contracting for and managing required vendor goods and services related to building maintenance and grounds services. This means we will no longer directly contract for these services and we would like you to continue to provide your services through JLL.

JLL will officially be in place on October 1, 2017 and ready to work with you for a smooth transition. The attached information package from JLL contains what you need to know about how to register with them – including how to direct your invoices for timely payment after the October 1, 2017 effective date.

Questions related to a potential sourcing relationship with JLL or questions and concerns can be directed to the hotline or mailbox that has been established solely for Adtalem vendors: Adtalem.Vendor@am.jll.com or 1-855-307-8016.

We thank you for the service you have provided to Adtalem. We have been impressed with the JLL team's expertise and commitment to excellence. We are confident you will be pleased with them as well. And many thanks from Adtalem colleagues who benefit from your services on site.

Sincerely,

Real Estate Team and Supply Management Organization
Adtalem Global Education Inc.



August 18, 2017

Subject: Adtalem Global Education Inc. Vendor Notification

Dear Service Provider:

Jones Lang LaSalle Americas, Inc. (“*JLL*”) is pleased to announce that Adtalem Global Education Inc. (“*Adtalem*”) has selected JLL to provide Integrated Facility Management Services effective October 1, 2017.

What this means for your company

To ensure timely payment for your continued service to Adtalem after October 1, 2017, **please read the information in this package in its entirety and comply with all related requirements on or before each requested date.** We’ve included a checklist at the end of the package to help you keep track of the steps required to comply with our Vendor program. **Your performance of any services after the effective date noted above shall constitute your agreement to the terms set forth in this letter and its attachments.**

Some of the benefits of this enhanced program are:

- Increased exposure within JLL to both quickly and easily qualify for additional work
- Access to JLL Best Practices to drive a culture of safety and ethical business practices
- Best-in-class compliance standards to ensure continued service delivery at Adtalem

We look forward to working with your company to ensure a smooth transition and continued service delivery to Adtalem. Should you have any questions about this letter or the enclosed package, please contact the JLL Vendor hotline at 1-855-307-8016 or e-mail Adtalem.Vendor@am.jll.com.

Very truly yours,

Supply Chain Lead for the Deployment Team
Jones Lang LaSalle Americas, Inc.

Request for Information

Effective Date: October 1, 2017

Respond By: September 8, 2017

Instructions

A response to the request for information is required to continue providing service to Adtalem and register your company in our Accounts Payable system. We recognize that our primary contact with your company may be at a regional or national level. Please ensure all communication and changes in process reach your employees servicing Adtalem on-site or at the local level.

JLL's Screening Program and On-Boarding Process

JLL uses an online Vendor pre-qualification and compliance program, and has engaged Avetta (www.Avetta.com) to support our efforts. Please see the attached JLL Pre-Qualification and Compliance Program document that will walk you through the Request for Information process.

On JLL's behalf, Avetta will validate your organization's documentation and adherence to JLL's working practices, advising us of your organization's compliance using a Red, Amber, Green flag system.

Rate Card

The rate card is an integral part of the Corrigo process, and is required from you. It provides detailed price information for services, which allows for recording and allocating costs to ensure compliance. A rate card was attached to the email notification which your company received.

Please fill out the rate card and submit to Adtalem.Vendor@am.jll.com by September 8, 2017.

Certificate of Insurance (COI)

A Certificate of Insurance for the services your company is performing for Adtalem reflecting coverage types, amounts, and additional insured entitled as found in the attached Terms and Conditions. Jones Lang LaSalle Americas Inc. and Adtalem should be listed as additional insured, as well as having an “X” in the “ADDL INSR” column for Commercial General Liability and Automobile Liability.

COI requirements and documentation will be managed through Avetta. Your company must complete the Avetta registration process and upload a copy of your COI into Avetta.

<p>Commercial General Liability</p>	<p>Commercial General Liability insurance on a form at least as broad as Insurance Services Office (“ISO”) commercial general liability coverage “occurrence” form CG 00 01 04 13 or another “occurrence” form providing equivalent coverage, including but not limited to contractual liability coverage, independent contractor’s liability, coverage for bodily injury (including death), property damage (including loss of use thereof), ongoing and completed operations, products liability, and personal and advertising injury, in the following amounts:</p> <p style="text-align: center;">\$1,000,000 Per Occurrence Limit \$2,000,000 General Aggregate Limit</p> <p>This coverage shall be primary to Owner and Manager’s coverage, and Owner and Manager’s coverage shall be noncontributory.</p>
<p>Commercial Automobile Liability</p>	<p>Combined Single Limit - \$1,000,000 per accident</p> <p>Such insurance shall cover injury (or death) and property damage arising out of the ownership, maintenance or use of any private passenger or commercial vehicles and of any other equipment required to be licensed for road use.</p>
<p>Worker’s Compensation</p>	<p>Statutory Limits</p>
<p>Employers Liability</p>	<p>With minimum liability limits of \$1,000,000 bodily injury by accident each accident, \$1,000,000 bodily injury by disease policy limit, and \$1,000,000 bodily injury each employee.</p>
<p>Property Insurance</p>	<p>All-risk, replacement cost property insurance to protect against loss of owned or rented equipment and tools brought onto and/or used on any Property by the Service Contractor</p>
<p>Excess / Umbrella Liability</p>	<p>Service Contractor shall provide Excess or Umbrella Liability insurance on a follow-form basis with respect to the Commercial General Liability, Employers’ Liability, and Commercial Automobile Liability insurance with minimum limits equal to \$2,000,000 each occurrence and \$2,000,000 annual aggregate.</p>
<p>Fidelity Bond / Crime Insurance <i>[Where required by Service Contractor]</i></p>	<p>Service Contractor is responsible for loss to Owner and third party property/assets and shall maintain Fidelity Bond or comprehensive crime insurance coverage for the dishonest acts of its employees in a minimum amount of \$1,000,000. Service Contractor shall name Owner as Loss Payee with respect to the comprehensive crime insurance coverage.</p>
<p>Errors & Omissions Liability <i>[Where required by Service Contractor]</i></p>	<p>Service Contractor shall provide Liability limits of at least \$5,000,000 per claim and \$5,000,000 in the aggregate. The retroactive insurance date of such insurance shall be no later than the commencement date of the contract. Such insurance shall be provided for two years beyond the completion of the work.</p>

<p style="text-align: center;">Cyber Risk or Liability</p>	<p>Service Contractor shall carry and provide Cyber Risk or Cyber Liability Insurance for the following risks: a) liability arising from theft, unauthorized dissemination and/or wrongful use of confidential and proprietary information stored or transmitted in electronic form, and b) liability arising from the introduction of a computer virus into, or otherwise causing damage to, Owner's or Manager's computer, computer system, network and/or similar computer-related property and the data, software and/or programs stored therein. Such insurance shall have limits of liability of \$5,000,000 per claim and \$5,000,000 in the aggregate. If this insurance is written on a claims-made basis, then the retroactive insurance date shall be no later than the commencement date of this Agreement. Such insurance shall be provided for two years beyond the completion of the work.</p>
<p>Environment Impairment / Pollution Legal Liability <i>(Applicable to any Service Contractor whose services and/or work involves the delivery, handling, and/or transporting of any hazardous gases, liquids, or solids)</i></p>	<p>Service Contractor shall provide Liability limits of at least \$5,000,000 per claim and \$5,000,000 in the aggregate. Such insurance shall include, but not be limited to, coverage for sudden & accidental and non-sudden pollution conditions, bodily injury (including death), property damage (including its resulting loss of use thereof), clean-up costs, and defense costs. The retroactive insurance date of such insurance shall be no later than the commencement date of the Agreement. Such insurance shall be provided for two years beyond the completion of the work.</p>

Invoice and Payment Process

Effective: October 1, 2017

Ensuring Timely Payments

To ensure timely payment for your continued service to Adtalem after October 1, 2017, **please read the below information in its entirety and comply with all related requests by October 1, 2017.**

Invoices for Services and Goods

All invoices for services rendered and inquiries regarding payment for services rendered prior to October 1, 2017, should be sent to Adtalem as done previously. Please ensure all past due invoices for services and goods performed prior to Oct. 1st, have been reconciled and any remaining invoices submitted to Adtalem no later than October 31, 2017.

As of Oct. 1st, invoicing will be completed within the Corrigo work order system. An invoice must be attached for each work order. The process is simple, transparent, and removes the need for email, faxes, and phone calls.

Details around invoice submittal and payment will be covered during the Corrigo vendor training session. More information regarding Corrigo can be found under Section III of this packet.

Work Orders

A Work Order number for existing recurring services and new services will be issued when the Vendor has been contacted to perform the work. For services provided on-site to Adtalem for non-recurring services, a Work Order number will also be issued to perform additional work. A Work Order number will need to be listed on all invoices to satisfy JLL's internal accounting requirements for prompt payment.

Certain existing or in-flight work that may remain open after Oct. 1st, will potentially transition to be overseen by JLL after Oct. 1st. Adtalem and JLL are internally reviewing any existing or in-flight work. Further clarifications as well as instructions will be forthcoming for those vendors that may fall into this scenario.

Payment Terms

Payment terms for all undisputed amounts are Net 70 days from JLL's receipt of a valid invoice, provided invoice is received prior to process cutoff date. JLL shall pay Vendor only as and when Adtalem provides JLL with the funds to cover such payment. Payment will be made via check to the remittance address on file.

Service Request Process

Effective: October 1, 2017

Dispatch of Service Requests

For services provided on-site to Adtalem, you will receive your service requests electronically with our easy to use web-based application called Corrigo. This will eliminate headaches associated with paperwork, phone messages, approvals, and overall communication.

Starting October 1st, JLL will only assign service requests via the Corrigo network. Service requests will no longer be assigned in any other way. To receive service requests, you must join the Corrigo network through a simple subscription process.

Service requests will include a not to exceed dollar amount as well as a local JLL contact. Service requests do not require the requestor's signature upon completion. If the work performed is billable, your invoice will be created electronically, submitted for approval and paid through the Corrigo network.

Corrigo, a wholly owned subsidiary of JLL, does not charge an upfront fee to join and connect with Adtalem. There is a \$5 fee for each accepted service request or if you plan on receiving a large number of service requests through the Corrigo network, you may opt for a \$30 unlimited monthly plan, which will cover all service requests received in that portal from any customer on the network during that month. A credit card or bank account will be required to register.

Once you have subscribed to the Corrigo network, you will have access to other valuable tools that will help your every-day business communication. You can select Smart Zones to be visible to other service requestors on Corrigo's network sourcing tools. Smart Zones are the geographic area where you provide service. The first Smart Zone is included in your subscription and each additional Smart Zone is \$2.50 per month. It's an easy way to grow your business!

Corrigo will contact you with instructions for joining as soon as you are approved as a Vendor for Adtalem. To assist in connecting, Corrigo will provide introductory webinar sessions, online training, and dedicated support via phone or web. At this time, Corrigo can also assist in identifying and linking a possible existing account for your company.

If you have additional questions, please contact Corrigo at connect@corrigo.com, or view the Corrigo Pro Quick Reference Guide site at <http://corrigosupport.desk.com/?t=667078> for helpful training videos and an FAQ document.

Corrigo Training

Please attend at least one Corrigo training session. Participants must register prior to training by clicking on the link below

Date	Time	Registration Link
Thursday September 21, 2017	2:00 PM EST	https://attendee.gotowebinar.com/register/3580876659282747139
Wednesday September 27, 2017	2:00 PM EST	https://attendee.gotowebinar.com/register/8901855429765190915

Account Management Process

Effective: October 1, 2017

Please Join Us for a Vendor Information Call

Our goal for this initial communication is to provide as much information as possible about the change in process. A representative from your company is invited to attend a Vendor information call. JLL will provide an overview of the changes in facility management, confirm the goods/services in scope and address any concerns you may have about the information in this package and the registration process.

The call will be hosted twice. Please choose the day and time that best fits your schedule.

Date	Time	Audio Dial In and Passcode
Wednesday, August 23, 2017	12:00 PM EST	Toll Free: (833) 322-8552 Conference ID: 69164079
Wednesday, August 30, 2017	12:00 PM EST	Toll Free: (833) 322-8552 Conference ID: 69168056

Please Note: *Your Company only needs to attend 1 out of the 2 vendor information call sessions*

JLL Pre-Qualification & Compliance Program

Respond By: September 4, 2017

Our relationship with Vendor s is critical to our success and reputation with our Clients. JLL is committed to building relationships with Vendor s who embrace a culture focused on compliance, safety and sustainability, and who can demonstrate their commitment to our performance standards.

This includes ensuring that all appropriate documentation supporting JLL and Adtalem standards are in place and available for JLL to review.

To achieve this goal, JLL has partnered with Avetta (www.avetta.com). On JLL's behalf, Avetta will validate your organization's documentation and adherence to JLL and Adtalem standards and advise us of your organization's compliance using a Red, Amber, Green flag status system.

To join the program there is a one-time activation fee, and an annual membership cost. Your annual membership in the JLL standard program allows you to link to as many JLL Adtalem sites within North America as you service for the same flat fee.

Membership Fee Overview for Vendor s New to Avetta

- \$ 99 One Time Activation Fee (discounted from \$249 with use of coupon)
- \$100 Program Management Fee
- \$209 DocuGuard Program
- \$109 InsureGuard Program

As a special incentive, the one-time activation fee will be discounted for Vendor s who register in the first 60 days of this program launch. **Enter the coupon code JLL100417 during the checkout process to receive your discount.**

For existing Avetta members outside the JLL program, any fees due are dependent upon where you fall in the pricing tier.

If your organization is already an Avetta member, JLL will recognize the data you have already submitted. You will need to link your organization to JLL North America–Adtalem account and complete our specific requirements where applicable. Please be aware that registration with Avetta is a mandatory requirement for all new vendor contracts going forward, and any Vendor s who do not register in the Avetta system will be unable to provide services to JLL in the future.

Please join us at one of the dates/times below for an overview of the Avetta compliance program.

Date	Time	Conference Line	URL
August 24, 2017	1:00 PM EST	Dial 866-259-9955 Passcode: 216 226 2034	https://jll.webex.com/jll/j.php?MTID=m9d9c037f2b655b3f1a9f1da5585e02a8
August 30, 2017	2:00 PM EST	Dial 866-259-9955 Passcode 216 226 2034	https://jll.webex.com/jll/j.php?MTID=mba5f8eccc8f2dabfa71e10b52eb3f11b

Thank you in advance for your participation. If you have any questions please contact the Avetta team at 877-725-3022 or registrations@Avetta.com.



Registration / Pre-qualification Requirements

PHASE I: Registration (**Required by: September 4th**)

Register online– Vendor s may access the Avetta website at <http://pages.avetta.com/JLL-Adtalem-Global-Education.html>. Select the JLL North America-Adtalem account as the Adtalem for registration. The JLL program consists of the DocuGuard and InsureGuard offerings.

- If you have questions regarding the Avetta process, Avetta is happy to provide registration assistance by phone, at **877-725-3022**.

PHASE II: Pre-qualification (**Required by: September 11th**)

- **Complete the Pre-qualification Form (PQF), Diversity and the JLL Specific questionnaires** – The first part of the review process requires contractors and Vendor s to complete and submit a prequalification form. This includes general information about your company, its service offerings and coverage area, accounts payable information, etc.
- **Upload EHS Program documentation** – You will be asked to provide details and documentation regarding the past three years of safety records.
- **Upload your Certificate of Insurance** – Be sure to verify that your insurance certificate meets the JLL insurance requirements before uploading. A copy of the requirements will appear on the Avetta portal.
- **Respond to any audit questions** – After your paperwork is submitted, Avetta representatives will reach out and ask for any clarification or additional information after they have completed their review and audit of the information. We are here to help provide guidance and support.

PHASE III: Qualification deadline (**Required by: October 1st**)

- **“Green Flag” status** – Once you have achieved green flag status, your company is rated as compliant in the Avetta Organizer and available for work with JLL.

Avetta has a team dedicated to help you complete your registration and maintaining your membership. If you have any questions please contact them at 877-725-3022 or registrations@Avetta.com.

AVETTA FAQ

Why is JLL moving to this online prequalification and compliance platform?

The business landscape demands it. Clients expect this rigorous level of review and evaluation as a required component of doing business. Our Clients, and by extension their subcontractors, are increasingly subject to stricter regulatory requirements and compliance challenges within their industries. They look to JLL to ensure those obligations are being met with documented proof.

What are the benefits to me as a JLL Vendor?

Vendors who successfully register through the portal will increase their visibility within JLL. Registering is essential to qualifying for additional work. Your organization and its capabilities will be viewable by all of the JLL Adtalem accounts that participate in the platform.

What are the additional benefits to me for joining Avetta beyond JLL?

In addition to maintaining and developing your relationship with JLL, you can search for other Avetta Clients that require your skills and experience. Other members include major organizations across the Building Materials, FM, Manufacturing, Chemical, Oil & Gas, Telecoms & Pharmaceutical industries to name but a few. As an international provider, Avetta will give your organization visibility in all locations where you're able to work. Avetta will also support each contractor by providing technical guidance around any shortfalls against the Client's requirements.

What is the annual membership fee?

- \$209 DocuGuard Program
- \$109 InsureGuard Program
- \$100 Program Management Fee

In addition to the annual membership there is a one-time activation fee.

Please note that additional fees may be incurred if the Vendor is currently working with, or wishes to work with other Avetta Clients above and beyond JLL.

The full fee structure can be accessed by logging onto the Avetta website (www.avetta.com) and going through the initial registration process. Alternatively these can be requested directly from Avetta using the contact details below.

How does a Vendor make the payment?

Payments to Avetta can be made by either credit card or mail in payment to the address listed below.

What is a Vendor required to do if already a member of Avetta?

Log into your existing account, connect with JLL to review specific requirements and ensure your company information is updated. This will be highlighted on your homepage as Open Tasks, and your Avetta CSR will support you through the process.

How can I contact Avetta for further information?

Phone: 877-725-3022

Email: registrations@Avetta.com

Address: Avetta HQ

17671 Cowan #125

Irvine, CA 92614

Checklist for Completion of Registration Process

To ensure timely payment for your continued service to Adtalem after October 1, 2017, check off each item below from your list as you complete it to ensure you that you become 100% compliant:

- Register with Avetta to complete JLL Pre-Qualification and Compliance Program by September 11, 2017
- Join one of the Avetta Vendor information calls
- Join one of the JLL Vendor information call listed above
- Register for the Corrigo Network subscription by September 8, 2017
- Join one of the Corrigo training calls listed above
- Complete and submit Rate Card in Excel (*Attachment to email notification*) to Adtalem.Vendor@am.jll.com by September 8, 2017
- Follow guidelines for invoices for services rendered and inquiries regarding payment for services rendered prior to and after October 1, 2017

Please note that you will receive follow-up phone calls from the JLL Supply Chain Team regarding registration and the Corrigo Team with instructions for joining the work order network.

Should you have any questions about this letter or enclosed package, please contact the JLL Vendor hotline at 1-855-307-8016 or e-mail Adtalem.Vendor@am.jll.com.

Contact List for Questions

General Transition Questions – JLL

Phone: 1-855-307-8016

Email: Adtalem.Vendor@am.jll.com

Work Order Network (Corrigo) Tech Support

Connection & Set-Up

Email: connect@corrigo.com

Support Line

Phone: 800-517-2705

Email: support@corrigo.com Or, Click on the “Support” link on the Network Login Page

Vendor Screening Portal (Avetta)

Phone: 877-725-3022

Email: registrations@Avetta.com

Adtalem Facilities Transitioning to JLL

Property Name	Address 1	City	State	Postal Code
Addison Swift Rd	1221 N Swift Rd	Addison	IL	60101-6106
Addison Lake St	2349 W Lake St	Addison	IL	60101-6183
Alpharetta	2555 Northwinds Pkwy	Alpharetta	GA	30009-2232
Anaheim	1900 S State College Blvd	Anaheim	CA	92806-0101
Arlington	2450 Crystal Dr	Arlington	VA	22202-4812
Atlanta Galleria	100 Galleria Pkwy SE	Atlanta	GA	30339-3179
Atlanta Peachtree Dunwoody	5775 Peachtree Dunwoody Rd NE	Atlanta	GA	30342-1501
Austin	11044 Research Blvd	Austin	TX	78759-5263
Bakersfield	3000 Ming Ave	Bakersfield	CA	93309
Beavercreek/Dayton	3610 Pentagon Blvd	Beavercreek	OH	45431-6700
Boise	1200 N Liberty St	Boise	ID	83704-8742
Brooklyn	195 Montague St	Brooklyn	NY	11201
Charlotte	2015-2016 Ayrslay Town Blvd	Charlotte	NC	28273-4067
Chatsworth/Northridge	9200 Oakdale Ave	Chatsworth	CA	91311-6500
Cherry Hill	957 Haddonfield Rd	Cherry Hill	NJ	08002-2784
Chesapeake	1317 Executive Blvd	Chesapeake	VA	23320-3859
Chicago Campbell	3300 N Campbell Ave	Chicago	IL	60618-5916
Chicago Loop	225 W Washington St	Chicago	IL	60606-2418
Chicago O'Hare	8550 W Bryn Mawr Ave	Chicago	IL	60631-3222
Chicago Riverside	300 S Riverside Dr	Chicago	IL	60606-6616
Chicago Mart	222 Merchandise Mart Plz	Chicago	IL	60654-1103
Cincinnati	8800 Governors Hill Dr	Cincinnati	OH	45249-1367
Citrus Heights	7301 Greenback Ln	Citrus Heights	CA	95610
Cleveland Euclid Ave	6700 Euclid Ave	Cleveland	OH	44103-3614
Colorado Springs	1175 Kelly Johnson Blvd	Colorado Springs	CO	80920-3928
Colton	1090 E Washington St	Colton	CA	92324-8180
Columbus	1350 Alum Creek Rd	Columbus	OH	43209-2705
Coral Gables	901 Ponce de Leon Blvd	Coral Gables	FL	33134-3061
Dallas Becker	10260 N Central Expy	Dallas	TX	75231-3437
Decatur	1 W Court Sq	Decatur	GA	30030-2538
Downers Grove	3005 Highland Pkwy	Downers Grove	IL	60515-5682
Duluth/Gwinnett	3505 Koger Blvd	Duluth	GA	30096-8977
Elgin	2250 Point Blvd	Elgin	IL	60123-7871
Folsom	950 Iron Point Way	Folsom	CA	95630-8302
Fort Washington	1140 Virginia Dr	Fort Washington	PA	19034-3204
Fremont	6600 Dumbarton Ctr	Fremont	CA	94555-3615
Fresno	7575 N Fresno St	Fresno	CA	93720-2458
Glendale	6751 N Sunset Blvd	Glendale	AZ	85305-3162
Gurnee	1075 Tri State Pkwy	Gurnee	IL	60031-9122
Henderson/Las Vegas	2490 Paseo Verde Pkwy	Henderson	NV	89052
Houston	11125 Equity Dr	Houston	TX	77041-2011
Houston 2 West Way	11025 Equity Dr	Houston	TX	77041-8246
Independence/Cleveland	4141 Rockside Rd	Independence	OH	44131-2593
Indianapolis	9100 Keystone Xing	Indianapolis	IN	46240-2154

Property Name	Address 1	City	State	Postal Code
Irving	4800 Regent Blvd	Irving	TX	75063-2439
Jacksonville	5200 Belfort Rd	Jacksonville	FL	32256-6039
Jefferson/New Orleans	400 Labarre Rd	Jefferson	LA	70121-3840
Kansas City	1310 E 104th St	Kansas City	MO	64131-4504
Las Vegas Covington Cross	9901 - 9921 Covington Cross Dr	Las Vegas	NV	89144-6835
Long Beach	3880 Kilroy Airport Way	Long Beach	CA	90806-2452
Maryland Heights/St Louis	11830 Westline Industrial Dr	Maryland Heights	MO	06346
Merrillville	1000 E 80th Pl	Merrillville	IN	46410-5608
Mesa Alma School	1201 S Alma School Rd	Mesa	AZ	85210-2008
Mesa Carrington	1001 W Southern Ave	Mesa	AZ	85210-4911
Mesa Hayden Plaza	1300 S Country Club Dr	Mesa	AZ	85210
Mesquite	3733 W Emporium Cir	Mesquite	TX	75150-6509
Miami	80 SW 8th St	Miami	FL	33130-3003
Miramar	2300 SW 145th Ave	Miramar	FL	33027-4150
Naperville Diehl Rd	1200 E Diehl Rd	Naperville	IL	60563-9347
Naperville Westings Ave	2056 Westings Ave	Naperville	IL	60563-2657
Nashville	3343 Perimeter Hill Dr	Nashville	TN	37211-4169
New York 45th St	120 W 45th St	New York	NY	10036-4195
New York 180 Madison	180 Madison Ave	New York	NY	10016-5267
New York Maiden Ln	75 Maiden Ln	New York	NY	10038-4810
Newark	8000 Jarvis Ave	Newark	CA	94560-1154
North Brunswick	630 U.S. Highway One	North Brunswick	NJ	08902-3362
Oak Brook	814 Commerce Dr	Oak Brook	IL	60523-1965
Oakbrook Terrace	1 Tower Ln	Oakbrook Terrace	IL	60181-4671
Oakland	505 14th St	Oakland	CA	94612-1406
Oklahoma City	4013 NW Expressway	Oklahoma City	OK	73116-2610
Orlando	7352 Greenbriar Pkwy	Orlando	FL	32819
Palmdale	39115 Trade Center Dr	Palmdale	CA	93551-3649
Paramus	35 Plaza Office Ctr	Paramus	NJ	07652
Pearland	12000 Shadow Creek Pkwy	Pearland	TX	77584-7290
Philadelphia	1800 John F Kennedy Blvd	Philadelphia	PA	19103-7421
Phoenix Dunlap	2149 W Dunlap Ave	Phoenix	AZ	85021-2982
Phoenix North	8503 N 27th Ave	Phoenix	AZ	85051-4063
Phoenix 24th St	4742 N 24th St	Phoenix	AZ	85016
Pittsburgh	210 6th Ave	Pittsburgh	PA	15222-2602
Pleasant Hill	380 Civic Dr	Pleasant Hill	CA	94523-1988
Pleasant Hill-e	2199 Norse Dr	Pleasant Hill	CA	94523-1823
Pomona	901 Corporate Center Dr	Pomona	CA	91768-2642
Portland Lloyd Center	2201 Lloyd Ctr	Portland	OR	97232-1315
Portland Barnes Rd	9755 SW Barnes Rd	Portland	OR	97225-6651
Queens	99-01 Queens Blvd	Queens	NY	11375
Raleigh	555 Fayetteville St	Raleigh	NC	27601-3030
Rancho Cordova	10971 Sun Center Dr	Rancho Cordova	CA	95670-6115
Reno	5580 Kietzke Ln	Reno	NV	89511-3019
Sacramento CC Home Office	7801 Folsom Blvd	Sacramento	CA	95826-2600
Sacramento CC Campus	8909 Folsom Blvd	Sacramento	CA	95826
San Antonio	618 NW Loop 410	San Antonio	TX	78216-5515

Property Name	Address 1	City	State	Postal Code
San Diego	2655 Camino Del Rio N	San Diego	CA	92108-1633
San Jose Lundy	2160 Lundy Ave	San Jose	CA	95131-1851
San Jose Rue Ferrari	5883 Rue Ferrari	San Jose	CA	95138-1861
San Leandro	248 Bayfair	San Leandro	CA	94578
Sherman Oaks	15301 Ventura Blvd	Sherman Oaks	CA	91403-3102
Spokane	10102 E Knox Ave	Spokane	WA	99206-4146
Stockbridge	675 Southcrest Pkwy	Stockbridge	GA	30281-7973
Stockton	1313 W Robinhood Dr	Stockton	CA	95207
Tinley Park	18624 W Creek Dr	Tinley Park	IL	60477-6243
Troy	200 Kirts Blvd	Troy	MI	48084-5286
Tucson	201 N Bonita Ave	Tucson	AZ	85745-2974
Westminster	1870 W 122nd Ave	Westminster	CO	80234-2010

Terms and Conditions

TERMS AND CONDITIONS

Term. Unless sooner terminated as provided below, the term of this agreement shall begin on October 1, 2017 and your acceptance of these terms and conditions shall be evidenced by you continuing to provide services (the "Services") as described in the agreement and/or purchase order ("Prior Agreement") directly between you and Adtalem Global Education Inc., and shall continue until Jones Lang LaSalle Americas, Inc. ("Manager") provides you with thirty (30) days prior written notice of early termination. However upon your breach of this Agreement, Manager may terminate this Agreement immediately upon written notice to you.

Contract Duties. You shall timely and fully perform all of the Services in a good and workmanlike manner, and in accordance with industry standards established by those engaged in the Services and to pay for all supplies, fuel, uniforms, equipment, machinery, repairs, transportation, material, labor, insurance premiums of any kind or description, sales taxes, salaries, federal and state employment taxes, any similar payroll taxes relating to your employees, and all other expenses whatsoever incurred in the performance of the Services; and to obtain and pay for all applicable permits and governmental fees, licenses and inspections necessary and incidental to the performance of the Services and to otherwise comply with all laws and governmental regulations pertaining to performance of the Services.

Compensation. Manager shall pay you for the Services in the amounts and at the rates established in the Prior Agreement. You shall bill Manager for such compensation not more frequently than monthly for on-going services; or upon completion of a specific job for periodic services. Anything herein to the contrary notwithstanding, Manager shall pay you only as and when Owner provides Manager with the funds to cover such payment pursuant to the Manager's agreement with Owner. Manager shall not be liable to you for failure to pay you hereunder unless Manager fails to make payments to you for which funds have been provided to Manager by Owner. If you fail to invoice Manager for any amount within ninety (90) days after the month in which the Services were performed you shall waive any right you otherwise may have to invoice for and collect or otherwise receive such amounts. **Payment terms are Net 70 days.** All invoices must contain your taxpayer identification number, and you will follow directions to enable Owner's payment through the payment method selected by Owner, which may be an electronic funds transfer method.

Relationship of Parties. You are retained by Manager only for the purpose and to the extent set forth herein and your relationship with Manager shall, during the entire term of this Agreement, be that of independent contractor so that neither you, nor any employee, agent, servant, officer, director or shareholder of yours, shall be deemed an agent, servant or employee of Manager or Owner.

Insurance. At all times while performing the Services, you shall maintain, at your sole cost and expense, the insurance set forth below, from insurance companies and in a form reasonably satisfactory to Manager with limits of liability not less than stated below:

- A. **Commercial General Liability**
Combined Single Limit - \$1,000,000 per occurrence and \$2,000,000 annual aggregate per location.
Such insurance shall be broad form and include, but not be limited to, contractual liability, independent contractor's liability, products and completed operations liability, and personal injury liability. A combination of primary and excess policies may be utilized. Policies shall be primary and noncontributory.
- B. **Worker's Compensation - Statutory Limits**
- C. **Employer's Liability**
With minimum liability limits of \$1,000,000 bodily injury by accident each accident, \$1,000,000 bodily injury by disease policy limit; \$1,000,000 bodily injury each employee.
- D. **Commercial Automobile Liability**
Combined Single Limit - \$1,000,000 per accident.
Such insurance shall cover injury (or death) and property damage arising out of the ownership, maintenance or use of any private passenger or commercial vehicles and of any other equipment required to be licensed for road use.
- E. **Property Insurance**
All-risk, replacement cost property insurance to protect against loss of owned or rented equipment and tools brought onto and/or used on any Property by you.
- F. **Excess/Umbrella Liability**
\$2,000,000 per occurrence and \$2,000,000 annual aggregate
- G. **Fidelity Bond/Crime (Where required by Service Contractor) - \$1,000,000 per occurrence**
- H. **E&O Liability/Professional Liability (Where required by Service Contractor) - \$5,000,000 per claim, \$5,000,000 aggregate, as applicable**
- I. **Cyber Risk or Liability**
\$5,000,000 per claim and \$5,000,000 aggregate
- J. **Environmental Impairment/Pollution Legal Liability (Applicable to any Service Contractor whose services and/or work involves the delivery, handling, and/or transporting of any hazardous gases, liquids, or solids) - \$5,000,000 per claim and \$5,000,000 aggregate**

Policies described in Sections I.A. and I.D. above shall include the following as additional insured, including their officers, directors and employees: Jones Lang LaSalle Americas, Inc. and Adtalem Global Education Inc. You waive any and all rights of subrogation against the parties identified above as additional insureds. You shall furnish to the Manager Certificate(s) of Insurance evidencing the above coverage except Property Insurance under E. Certificate(s) of Insurance relating to policies required under this Agreement shall provide that the insurer will endeavor to give Manager thirty (30) days prior written notice of cancellation.

Indemnification. To the fullest extent permitted by applicable law, you shall defend, indemnify and hold harmless Owner and Manager and their respective officers, directors, employees, agents, shareholders, partners, joint ventures, affiliates, successors and assigns from and against any and all liabilities, obligations, claims, demands, causes of action, losses, expenses, damages, fines, judgments, settlements and penalties (each a "Claim"), whether actual or alleged, including, without limitation, costs, expenses and attorneys' fees incident thereto, arising out of, based upon, or occasioned by or in connection with: (a) your performance of (or failure to perform) the Services; (b) a violation of any laws or any negligence, gross negligence or willful misconduct by you or your affiliates, subcontractors, agents or employees during performance of the Services; and/or (c) a breach of this Agreement by you or any of your affiliates, subcontractors, agents or employees.

If a Claim is made, Owner and Manager shall provide reasonable assistance and timely documentation to you. Your assumption of a Claim defense shall include the right to oppose or settle same, provided that Owner and Manager shall have the right to employ separate counsel and participate in the defense and investigation of such Claim at their sole cost. You shall not enter into any agreement, agreed order, consent judgment, or the like which is binding on Owner or Manager without such party's written consent. However, you can settle the Claim without the consent of Manager and Owner as long as a full and unconditional release is provided to Manager and Owner and no agreed order, consent judgment or the like is entered to the prejudice of Manager and Owner. Your obligations under this section shall be limited only to the extent the Claim is determined by a court of competent jurisdiction to have resulted from the negligence or willful misconduct of Owner, Manager or any third party not affiliated with you. Claims must be submitted to your insurance carrier for coverage prior to any submission to Owner or Manager.

Assignment and Delegation. This Agreement may not be assigned by you. Any attempted assignment by you shall be void and of no force and effect. Manager may assign this Agreement, at any time in its sole and absolute discretion, by giving you written notice specifying the assignee and effective date of assignment. You shall not utilize any subcontractor in connection with providing the Services without the prior written approval of Manager, which may be withheld in Manager's sole discretion. You shall include in any approved subcontracts all provisions of this Agreement that may be applicable to the performance of the subcontract. Utilization of, or Manager's approval of, any subcontractor shall in no way relieve you of any of your obligations or liabilities under this Agreement.

Compliance. You agree at all times to remain in strict compliance with all terms, provisions, regulations and rulings relative to the Immigration Reform and Control Act of 1986 (IRCA). All your employees assigned to the Property will have had their identity and eligibility for work within the United States properly verified. You also shall plan for, and ensure, that all personnel performing any Services comply with the basic provisions of OSHA Safety and Health Standards (29 CFR 1910) and General Construction Standards (29 CFR 1926) as such federal regulations are applicable to the specific tasks constituting the Services (if any). You are prohibited from bringing any firearms, explosives or weapons of any kind onto the Owner's Property. At all times you shall comply with Owner's Rules and Regulations for Contracted Service Personnel as provided to you by Manager as well as any other rules or regulations reasonably imposed by Manager in connection with the safe and efficient operation of Owner's property and/or the performance of the Services. You are required to be an Equal Opportunity and Affirmative Action Employer. You shall not permit any discrimination against or segregation of any person or group of persons in connection with the performance of this Agreement on account of sex, disability, marital status, age, race, religion, color, creed, national origin or ancestry or any other protected characteristic in accordance with applicable law. Unless you are exempt under the terms of these regulations, the Equal Opportunity Clauses set forth at 41 CFR § 60-1.4(a) (for women and minorities), 41 CFR § 60-250.5(a) and 41 CFR § 60-300.5(a) (for veterans), and 41 CFR § 60-741.5(a) (for individuals with disabilities), the provisions of 41 CFR § 61-250.10 and 41 CFR § 61-300.10 (veterans' employment reports), and the provisions of 29 CFR Part 471, Appendix A to Subpart A (posting notice of employee rights) are incorporated as terms and conditions of this Agreement by this reference. **41 CFR 60-300.5(a) prohibits discrimination against qualified protected veterans, and requires affirmative action to employ and advance in employment qualified protected veterans.** Manager has the right to require you to remove from your work force assigned to the Services any employees or subcontractor's employees whose presence Manager deems, in its sole discretion, to be detrimental to the best interests of the Owner.

Confidential Materials. All drawings, specifications, studies, analyses, opinions, recommendations, reports, or other information and material of any nature, and copies thereof, (i) provided to you by Owner or Manager; (ii) prepared pursuant to this Agreement; or (iii) to which you otherwise gains access during the performance of the Services

are the property of Owner and are to be treated as confidential. They are not to be disclosed to others without Owner's prior written approval and are to be delivered to Owner or Manager on request and in all events upon completion of the Services, or termination of this Agreement pursuant to the terms hereof.

No Liens. You shall neither suffer nor permit the attachment of any liens upon the Owner's property as a direct result of your performance of the Services.

Force Majeure. Any delay or failure by either party hereto in the performance of its obligations hereunder shall not constitute a default hereunder or give rise to any claim for damages if, and only to the extent and for such period of time that, (i) such delay or failure is caused by an event or occurrence beyond the control and without the fault or negligence of such party or any subcontractor, material man, or other party acting under or through such party, and (ii) said party is unable to prevent such delay or failure through the exercise of reasonable diligence. In order to be entitled to an excuse for any delay or failure to perform under this Agreement pursuant to this section, the party claiming such excuse shall promptly give written notice to the other party hereto of any event or occurrence which it believes falls within the contemplation of this section.

Miscellaneous Provisions. Any information or notices required to be given under this Agreement shall be in writing and shall be delivered either by (i) certified mail, return receipt requested, in which case notice shall be deemed delivered three (3) business days after deposit, postage prepaid, in the U.S. mail; (ii) a reputable messenger service or a nationally recognized overnight courier, in which case notice shall be deemed delivered one (1) business day after deposit with such messenger or courier; or (iii) personal delivery with receipt acknowledged in writing, in which case notice shall be deemed delivered when received. Failure of Manager at any time to require performance by you of any provision hereof shall in no way affect the full right to require such performance at any time thereafter, nor shall the waiver by Manager of a breach of any of the provisions hereof constitute a waiver of any succeeding breach of the same or any other provision. If any provision hereof is deemed to be invalid or unenforceable under applicable law, this Agreement shall be considered divisible as to such provision and the same shall thereafter be inoperative, provided however, the remaining provisions of this Agreement shall be valid and binding. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois and Iowa (other than its rules as to conflicts of law which might require application of laws of another jurisdiction). You acknowledge that time is of the essence in regard to its performance under this Agreement. The provisions of this Agreement which by their nature should survive any termination of this Agreement shall so survive the termination of this Agreement. This Agreement constitutes the entire agreement between the parties with respect to the Services and supersedes all prior negotiations, representations or agreements relating thereto either written or oral, including, but not limited to, the Prior Agreement. Unless otherwise expressly provided herein, no changes, alterations or modifications to this Agreement shall be effective unless in writing and signed by the respective parties hereto.

NOTICE OF EQUAL EMPLOYMENT AND AFFIRMATIVE ACTION POLICIES

Jones Lang LaSalle Americas, Inc. is a federal contractor and is subject to equal employment and affirmative action laws including Executive Order 11246 and the Vietnam Era Veterans' Readjustment Assistance Act of 1974, and Section 503 of the Rehabilitation Act of 1974.

We have equal employment opportunity and affirmative action policies to ensure that applicants are employed, and that employees are advanced and treated during employment, without regard to their race, color, religion, sex, national origin, disability, protected veteran status, and other protected characteristics as defined by law.

We ask for your support of our efforts, and we appreciate your cooperation.

The following official is responsible for implementation of our affirmative action program:
Beth Hayden, Chief Human Resources Officer, Jones Lang LaSalle Americas, Inc.

W-9 Form

<p>Form W-9 (Rev. December 2014) Department of the Treasury Internal Revenue Service</p>	<p>Request for Taxpayer Identification Number and Certification</p>	<p>Give Form to the requester. Do not send to the IRS.</p>
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Print or type See Specific instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
	2 Business name/disregarded entity name, if different from above
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) + _____ <i>Note.</i> For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) > _____
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	6 Address (number, street, and apt. or suite no.) _____ 8 City, state, and ZIP code _____
	7 List account number(s) here (optional) _____ Requester's name and address (optional) _____

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number
[][]-[][]-[][][][][][][][]
OR
Employer identification number
[][][][]-[][][][][][][][][]

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person *	Date *
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.
 Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/w9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

* Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 * Form 1099-C (canceled debt)
 * Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.