

LEASE NO. GS-05B-18870

Succeeding/Superseding Lease
GSA FORM L202 (January 2012)

This Lease is made and entered into between

Lessor's Name: NNN Congress Center LLC et al
acting by and through Daymark Properties Realty, Inc.

("the Lessor"), whose principal place of business is 30 Old Rudnick Lane, Dover, Delaware 19901-4912 and whose interest in the Property described herein is that of Fee Owner, and

The United States of America

("the Government"), acting by and through the designated representative of the General Services Administration ("GSA"), upon the terms and conditions set forth herein.

Witnesseth: The parties hereto, for the consideration hereinafter mentioned, covenant and agree as follows:

The Lessor hereby leases to the Government the Premises described herein, being all or a portion of the Property located at

Congress Center
525 West Van Buren Street
Chicago, IL 60607-3823

and more fully described in Section 1 and Exhibit A, together with rights to the use of parking and other areas as set forth herein.

LEASE TERM

To Have and To Hold the said Premises with their appurtenances for the term beginning April 26, 2012 and continuing through April 25, 2022.

subject to termination and renewal rights as may be hereinafter set forth, to be used for such purposes as determined by GSA.

In Witness Whereof, the parties to this Lease evidence their agreement to all terms and conditions set forth herein by their signatures below, to be effective as of the date of delivery of the fully executed Lease to the Lessor.

FOR THE LESSOR:

Name: Todd Whittles

Title: CEO - President

Date: 6/11/12

FOR THE GOVERNMENT:

Christine M. Becker
CHRISTINE M. BECKER

Lease LCO

Date: 6/13/2012

WITNESSED BY:

Lara Lee Farve
Name: Lara Lee Farve

Title: Lease coordinator

Date: 6/11/12

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SECTION 1 THE PREMISES, RENT, AND OTHER TERMS

1.01 THE PREMISES (SUCCEEDING) (SEPT 2011)

Unless otherwise noted, the Government accepts the leased premises and tenant improvements in their current existing condition, with the following exceptions further outlined more thoroughly in this lease. These exceptions include, but are not limited to, security improvements, Fire Protection and Life Safety requirements, ABAAS compliance, as well as compliance with all local codes and ordinances. The Lessor shall be responsible for continuing obligations for cleaning, janitorial, maintenance, repair, etc. as set forth in the lease paragraphs and attached General Clauses.

The Premises are described as follows:

Office and Related Space: 76,200 rentable square feet (RSF), yielding 67,927 ANSI/BOMA Office Area (ABOA) square feet of office and related space based upon a Common Area Factor of 1.121793%, located on the 7th (Partial), 8th and 9th floor(s) of the Building, as depicted on the floor plan(s) attached hereto as Exhibit B.

1.02 EXPRESS APPURTENANT RIGHTS (SEPT 2011)

The Government shall have the non-exclusive right to the use of Appurtenant Areas, and shall have the right to post Government Rules and Regulations within such areas. The Government will coordinate with the Lessor to ensure signage is consistent with the Lessor's standards. Appurtenant to the Premises and included with the Lease are rights to use the following:

A. Parking: 14 parking spaces as depicted on the plan attached hereto as Exhibit C of which 14 shall be structured inside spaces reserved for the exclusive use of the Government, 0 shall be inside parking spaces, and 0 shall be surface parking spaces. In addition, the Lessor shall provide such additional parking spaces as required by the applicable code of the local government entity having jurisdiction over the Property.

B. Antennas, Satellite Dishes, and Related Transmission Devices: Space located on the roof of the Building sufficient in size for the installation and placement of the telecommunications equipment as such may be described herein, together with the right to access the roof and use of, all building areas (e.g., chases, plenums) necessary for the use, operation and maintenance of such equipment at all times during the term of this Lease.

1.03 RENT AND OTHER CONSIDERATION (SUCCEEDING) (SEPT 2011)

A. The Government shall pay the Lessor annual rent, payable monthly in arrears, at the following rates:

	07/26/2012 – 04/25/2013			
	Annual Rent			
Shell Rent	\$2,012,916.11			
Tenant Improvements rent ¹	\$ 91,087.12			
Operating Costs	\$ 445,886.00			
Parking	\$ 50,766.00			
Building Specific Security ²	\$29,444.20			
Total Annual Rent	\$2,630,099.43**			

¹ The Tenant Improvements of \$ are amortized at a rate of 7 percent per annum over 81 months.

² Building Specific Security Costs are amortized at a rate of 7 percent per annum over 81 months.

³ Rates may be rounded.

** Please note that the monthly rental beginning April, 26, 2012 until completion and acceptance of the Tenant Improvements (estimated to be July 26, 2012) will be \$209,130.67, which includes \$167,743.00 for Shell; \$37,157.17 for Operating Costs and \$ 4,230.50 for parking.

The payment of the amortized Tenant Improvements and Building Specific Security will commence upon completion and acceptance of the improvements and established by a Lease Amendment. The chart above shows the annual rental for the Tenant Improvements and Building Specific Security commencing on July 26, 2012. The date and amount of the Tenant Improvements and Building Specific Security are subject to change and will not be paid until a separate Lease Amendment is fully executed.

In lieu of Operating Cost Escalations, the Shell rent escalates every year by \$.60 per rentable square foot, therefore:

Commencing April 26, 2013 through April 25, 2014, the annual rent will be \$2,676,107.32, which includes \$2,058,924 for Shell; \$445,886 for Operating Costs; \$50,766 for Parking; \$91,087.12 for Tenant Improvements and \$29,444.20 for Building Specific Security.

Commencing April 26, 2014 through April 25, 2015, the annual rent will be \$2,721,827.32 which includes \$2,104,644 for Shell; \$445,886 for Operating Costs; \$50,766 for Parking; \$91,087.12 for Tenant Improvements and \$29,444.20 for Building Specific Security.

Commencing April 26, 2015 through April 25, 2016, the annual rent will be \$2,767,547.32 which includes \$2,150,364.00 for Shell; \$445,886 for Operating Costs; \$50,766 for Parking; \$91,087.12 for Tenant Improvements and \$29,444.20 for Building Specific Security.

Commencing April 26, 2016 through April 25, 2017, the annual rent will be \$2,813,267.32, which includes \$2,196,084 for Shell; \$445,886 for Operating Costs; \$50,766 for Parking; \$91,087.12 for Tenant Improvements and \$29,444.20 for Building Specific Security.

Commencing April 26, 2017 through April 25, 2018, the annual rent will be \$2,858,987.32, which includes \$2,241,804.00 for Shell; \$445,886 for Operating Costs; \$50,766 for Parking; \$91,087.12 for Tenant Improvements and \$29,444.20 for Building Specific Security.

Commencing April 26, 2018 through April 25, 2019, the annual rent will be \$2,904,707.32, which includes \$2,287,524 for Shell; \$445,886 for Operating Costs; \$50,766 for Parking; \$91,087.12 for Tenant Improvements and \$29,444.20 for Building Specific Security.

Commencing April 26, 2019 through April 25, 2020, the annual rent will be \$2,829,896.00 which includes \$2,333,244.00 for Shell; \$445,886 for Operating Costs; \$50,766 for Parking.

Commencing April 26, 2020 through April 25, 2021, the annual rent will be \$2,875,616.00, which includes \$2,378,864 for Shell; \$445,886 for Operating Costs; \$50,766 for Parking; ~~\$91,087.12~~ *CB TM*

Commencing April 26, 2021 through April 25, 2022 the annual rent will be \$2,921,336.00, which includes \$2,424,684.00 for Shell; \$445,886 for Operating Costs; \$50,766 for Parking.

B. If the Government occupies the Premises for less than a full calendar month, then rent shall be prorated based on the actual number of days of occupancy for that month.

C. Rent shall be paid to the Lessor by electronic funds transfer in accordance with the provisions of the General Clauses. Rent shall be payable to the Payee designated in the Lessor's Central Contractor Registration.

D. The Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:

1. The leasehold interest in the Property described in "Paragraph 1.01 The Premises" created herein;

2. All costs, expenses and fees to perform the work required for acceptance of the Premises in accordance with this Lease, including all costs for labor, materials, and equipment, professional fees, contractor fees, attorney fees, permit fees, inspection fees, and similar such fees, and all related expenses;

3. Performance or satisfaction of all other obligations set forth in this Lease; and all services, utilities (with the exclusion of electricity), maintenance required for the proper operation of the Property, the Building, and the Leased Premises, in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements and improvements required to be made thereto to meet the requirements of this Lease. The Government shall be responsible for paying the cost of electricity directly to the utility provider. The Lessor shall ensure that such utilities are separately metered. The Lessor shall provide and install as part of shell rent, separate meters for utilities. Sub-meters are not acceptable. The Lessor shall furnish in writing to the LCO, prior to occupancy by the Government, a record of the meter numbers and verification that the meters measure Government usage only. Proration is not permissible. In addition, an automatic control system shall be provided to assure compliance with heating and air conditioning requirements.

E. Parking shall be provided at a rate of \$302.18 per parking space per month (Structure) or \$ 50,766 annually for all 14 spaces as shown on Section 1.03 of the Lease.

1.04 INTENTIONALLY DELETED

1.05 TERMINATION RIGHTS (SUCCEEDING) (SEP 2011)

The Government may terminate this Lease, in whole or in parts, at any time effective after April 25, 2019 by providing not less than 120 days' prior written notice to the Lessor. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination.

1.06 INTENTIONALLY DELETED

1.07 DOCUMENTS INCORPORATED BY REFERENCE (SEPT 2011)

The following documents are incorporated by reference, as though fully set forth herein:

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
LEGAL DESCRIPTION	1	A
FLOOR PLAN(S)	3	B
PARKING PLAN(S)	1	C
SECURITY REQUIREMENTS	3	
GSA FORM 3517B GENERAL CLAUSES	48	
GSA FORM 3518, REPRESENTATIONS AND CERTIFICATIONS	7	
SMALL BUSINESS SUBCONTRACTING PLAN	6	

1.08 TENANT IMPROVEMENT RENTAL ADJUSTMENT (SUCCEEDING) (SEPT 2011)

The Government shall have the right to make lump sum payments for any or all work covered by the Tenant Improvement (TI) scope. That portion of the rental payments attributable to amortization of the TIs shall be reduced accordingly. At any time after occupancy and during the firm term of the Lease, the Government, at its sole discretion, may choose to pay lump sum for any part or all of the remaining principal balance of the TIs. If the Government elects to make a lump sum payment for the TIs after occupancy, the payment by the Government will result in a decrease in the rent according to the amortization rate over the remaining firm term of the Lease.

1.09 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT, ESTABLISHMENT OF TAX BASE (SEPT 2011)

As of the Lease Award Date, the Government's Percentage of Occupancy, as defined in the Real Estate Tax Adjustment clause of this lease is 14.6569 percent. The percentage of occupancy is derived by dividing the total Government space of 76,200 RSF by the total building space of 519,891 rentable square feet.

1.10 OPERATING COST BASE (SEPT 2011)

It is agreed that there will be no Operating Cost escalations throughout the term of this Lease.

1.11 RATE FOR ADJUSTMENT FOR VACANT LEASED PREMISES (SEPT 2011)

In accordance with the section entitled "Adjustment for Vacant Premises" if the Government fails to occupy or vacates the entire or any portion of the Leased Premises prior to expiration of the term of the Lease, the operating costs paid by the Government as part of the rent shall be reduced by \$1.78 per ABOA sq. ft. of space vacated by the Government.

1.12 HOURLY OVERTIME HVAC RATES (SEPT 2011)

The following rates shall apply in the application of the clause titled "Overtime HVAC Usage:"

\$90.00 per hour per floor.

1.13 24-HOUR HVAC REQUIREMENT (APR 2011)

The leased premises currently contains a control room that requires the provision of heating and cooling 24 hours per day. Such control room is served by and shall continue to be served by, the supplemental cooling units serving the leased premises, and the Government shall pay for any and all electricity costs and charges applicable to such supplemental cooling units directly to the applicable utility provider as part of the Government's electricity charges otherwise payable under the Lease. In light of the foregoing, and for so long as such control room is served by such supplemental cooling units, the Government shall not be required to pay Hourly Overtime HVAC rates therefore as hereinabove provided.

1.14 INTENTIONALLY DELETED