

# US GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE

January 22, 2011

LEASE NO.

GS-05B-18752

THIS LEASE, made and entered into this date by and between 200 West Adams Associates NF L.L.C.

Whose address is 200 West Adams Street, Suite 400, 2001  
CHICAGO, IL 60606

and whose interest in the property hereinafter described is that of OWNER

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WITNESSETH: The parties hereto for the considerations hereinafter mentioned, covenant and agree as follows:

1. The Lessor hereby leases to the Government the following described premises:

A total of 9,598 rentable square feet (RSF) of office and related space, which yields 8,491 ANSI/BOMA Office Area square feet (USF) of space, the premises at 200 West Adams Street, Chicago, IL, and known as Suite 400, to be used for such purposes as determined by the General Services Administration.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on January 22, 2011 and continuing through January 21, 2021, subject to termination and renewal rights as may be hereinafter set forth.

3. The Government shall pay the Lessor annual rent of \$239,950.00 (\$25.00/RSF - \$28.26/USF) at the rate of \$19,995.83 per month in arrears [for years 1 - 6 of the lease term and \$ 259,146.00 (\$27.00/RSF - \$30.52/USF) at the rate of \$21,595.50 per month in arrears for years 7 - 10 of the lease term.]

Lease Year	Shell/Base Rent	Real Estate Taxes	Operating Costs	Total Rental Rate	Annual Rent
1-6	12.77	4.97	7.26	25.00	239,950.00
7-10	14.77	4.97	7.26	27.00	259,146.00

Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

200 WEST ADAMS ASSOCIATES NF L.L.C.  
C/O LINCOLN PROPERTY COMPANY  
DEPT. CH 17939  
PALATINE, ILLINOIS 60055-7939  
DUNS: 789479719

4. After the planned release of space is finalized, the Government may terminate this lease on or after January 22, 2017 by giving at least 120 days' notice in writing to the Lessor and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR 200 West Adams Associates NF L.L.C.  
LESSOR NAME

BY

IN PRESENCE OF

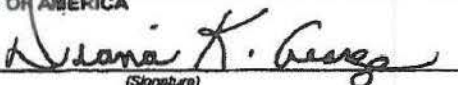
  
(Signature)  
  
(Signature)

Richard A. W. / pow  
Co-CEO

111 Great Neck Rd., Ste. 408  
Great Neck, NY 11021  
(Address)

UNITED STATES OF AMERICA

BY

  
(Signature)

Contracting Officer, General Services Administration  
(Official Title)

5. NOT USED

6. The Lessor shall furnish to the Government, as part to the rental consideration, the following:

A. Those facilities, services, supplies, utilities, and maintenance in accordance with SFO GS-05B-18752 dated December 12, 2010.

B. The Lessor hereby waives restoration.

7. The following are attached and made a part hereof:

- A. Solicitation for Offers GS-05B-18752 (45 Pages)
- B. GSA Form 3517 entitled GENERAL CLAUSES (Rev. [11/05]) (2 Pages)
- C. GSA Form 3518 entitled REPRESENTATIONS AND CERTIFICATIONS (Rev. [1/07]) (4 Pages)
- D. GSA Form 1364, Attachment No. 1 (1 Page)
- E. GSA Form 1364 Proposal to Lease Space (Rev 5/98) (2 Pages)
- F. GSA Form 3518 Solicitation Provisions (Rev 12/03)
- G. GSA Form 12001 PreLease Fire Protection and Life Safety (8 Pages)
- H. GSA Form 1217 Lessor's Annual Cost Statement (2 Pages)
- I. Attachment 2 to GSA form 3626 Document Security (2 Pages)
- J. Exhibit A Property Photo (1 Page)
- K. Exhibit B Floor Plan (1 Page)
- L. Exhibit C Legal Description (2 Pages)
- M. Pre Lease Building Security Plan (4 Pages)
- N. Certificate of Seismic Compliance (1 Page)
- O. Letter and LEED Certificates Silver Certification (2 Pages)
- P. Rest Room Upgrade Floor Plan (1 Page)

8. NOT USED

9. In accordance with the SFO paragraph entitled *Percentage of Occupancy*, the percentage of Government occupancy is established as 1.422%.

10. In accordance with the SFO paragraph entitled *Operating Costs Base*, the escalation base is established as \$7.26/RSF (\$69,681.48/annum).

11. In accordance with the SFO paragraph entitled *Common Area Factor*, the common area factor is established as 1.130373.

12. NOT USED

13. In accordance with the SFO Paragraph entitled *Overtime Usage for HVAC*, the rate for overtime usage is established as \$208.00 per hour for the entire building or any portion thereof.

14. NOT USED

15. Restrooms will be brought to ADA compliance within 180 days from the date on which this Lease is executed by both parties hereto (the "Execution Date").

16. The premise will be separately metered with the Government responsible for lights and electrical outlets.

17. [REDACTED] will vacate approximately 4,000 USF during the firm term. After [REDACTED] vacates the space the Lessor will build a slab to slab demising wall at Lessor expense. The day after [REDACTED] vacates the space the rental rate will drop by the vacated square footage. The approximate expected date for this reduction is September 2011.

18. Offeror will provide one hour fire rated corridor in space within 180 days from the date on which this Lease is executed by both parties hereto (the "Execution Date").

19. The Government accepts the space "as-is", barring latent defects and the following work to be performed by the Landlord:

- 1. New carpet and paint throughout the Premises;
- 2. Accessibility modifications to the restrooms on the fourth floor pursuant to Paragraph 15 of this SF-2;
- 3. Construction of the slab-to-slab demising wall pursuant to Paragraph 17 of this SF-2; and
- 4. Fire/Life Safety Improvements consisting of modifying existing exit-access corridor demising walls to provide 1-hour fire rated exit-access corridors pursuant to Paragraph 18 of this SF-2.

LESSOR

UNITED STATES OF AMERICA

BY

  
(Initial)

BY

  
(Initial)