

US GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE

LEASE NO.

GS-05B-18413

THIS LEASE, made and entered into this date by and between

200 West Adams Associates NF LLC
~~Lincoln Property Commercial, Inc.~~

Whose address is 200 West Adams, Suite 2100
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 22,943 rentable square feet (RSF) of office and related space, which yields 20,712 ANSI/BOMA Office Area square feet (USF) of space at Bank of America, 200 West Adams, Chicago, IL 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 May 01, 2010 and continuing through April 30, 2020, subject to termination and renewal rights as may be hereinafter set forth.

3. The Government shall pay the Lessor annual rent of \$573,575 (\$25.00/RSF - \$27.69/USF) at the rate of \$47,797.92 per month in arrears [for years 1 - 7 and \$ 665,347 (\$29.00/RSF - \$32.12/USF) at the rate of \$55,445.58 per month arrears for years 8 - 10.]

Lease Year	Shell/Base Rent	Real Estate Taxes	Operating Costs	Total Rental Rate	Annual Rent	Rent Abatement (7) Months	Adjusted Annual Rent
1	11.85	6.38	6.77	25.00	573,575.04	334,585.44	238,989.60(a)
2-7	11.85	6.38	6.77	25.00	573,575.04		573,575.04
8-10	15.85	6.38	6.77	29.00	665,346.96		665,346.96

(a) Rent for the first (7) seven months of the term shall be abated. Year (1) one annual rent is \$573,575.04, abated by \$334,585.44 with the adjusted first year totaling \$238,989.04.

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. The Government may terminate this lease [in whole or in part] at any time on or after May 01, 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: SAPV Manager Inc., its Manager

BY

Co. CEO

IN PRESENCE OF

Richard A. Wilson

(Signature)

Madeline A. Vase

(Signature)

111 Great Neck Rd., Ste. 408

Great Neck, NY 11021

(Address)

UNITED STATES OF AMERICA

BY

Diana K. Meyer

(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-18413 dated April 12, 2010.
 - B. The Lessor hereby waives restoration.

7. The following are attached and made a part hereof:
- A. Solicitation for Offers GS-05B-18413 dated April 12, 2010 (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 3516 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 Certificate 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 3.469%.

10. In accordance with the SFO paragraph entitled *Operating Costs Base*, the escalation base is established as \$6.77/RSF (\$155,324.11/annum).

11. In accordance with the SFO paragraph entitled *Common Area Factor*, the common area factor is established as 1.1077.

12. NOT USED

13. In accordance with the SFO Paragraph entitled *Overtime Usage for HVAC*, the rate for overtime usage is established as \$206.00 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 effective date of lease May 1, 2010.

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

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provided notice be given in writing to the Lessor at least XX days before the end of the original lease term or any renewal term; all other terms and conditions of this lease shall remain the same during any renewal term. Said notice shall be computed commencing with the day after the date of mailing.

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Deleted: <#> Deviations to the approved design intent drawings will not be permitted unless prior written authorization is obtained from the GSA Contracting Officer.¶

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Deleted: In accordance with the SFO paragraph entitled *Tenant Improvement Rental Adjustment*, Tenant Improvements in the total amount of \$X,XXX,XXX.XX (XXX,XXX USF x \$XX.XX) shall be amortized through the rent for XX years at the rate of XX%. The total annual cost of Tenant Improvements for the amortization period shall be \$XXX,XXX.XX.

Deleted: In accordance with the SFO paragraph entitled *Adjustment for Vacant Premises*, the adjustment is established as \$X.XX/USF for vacant space (rental reduction).

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LESSOR

UNITED STATES OF AMERICA

BY


(initial)

BY


(initial)