

U.S. GOVERNMENT
LEASE FOR REAL PROPERTY

DATE OF LEASE: 7/14/2011

LEASE No. GS-09B-02823 Building No. AZ8308

THIS LEASE, made and entered into this date between Aslan III 333 East Wetmore, LLC

whose address is: 200 West Madison, Suite 3200
Chicago, IL 60606-3414

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:
8,798 rentable square feet (r.s.f.), yielding approximately 7,456 ANSI/BOMA Office Area square feet and related space located on the Second Floor (Suite number to be determined) at 333 East Wetmore Road, Tucson, AZ 85705-1720, together with Twenty (20) onsite covered, secured, surface and reserved parking spaces as depicted on the attached Exhibit A (the "Premises"), to be used for SUCH PURPOSES AS DETERMINED BY THE GENERAL SERVICES ADMINISTRATION.
2. PARAGRAPH 2 IS INTENTIONALLY OMITTED.
3. PARAGRAPH 3 IS INTENTIONALLY OMITTED.
4. The Government may terminate this Lease in whole effective any time after the eighth (8th) year of this Lease giving at least ninety (90) days' prior notice in writing to the Lessor. No rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.
5. PARAGRAPH 5 IS INTENTIONALLY OMITTED.

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6. The Lessor shall furnish to the Government as part of the rental consideration, the following:
- A. The parking space(s) described in Paragraph 1 and parking spaces required by local code.
 - B. All labor, materials, equipment, design, professional fees, permit fees, inspection fees, utilities, construction drawings (including, without limitation, plans and specifications), construction costs and services and all other similar costs and expenses associated with making the space, common areas, and related facilities ready for occupancy in accordance with the requirements of this Lease and the Government's final construction drawings. Rent is subject to adjustment in accordance with Paragraph 3.3, "Tenant Improvement Rental Adjustment" of the SFO. All cost associated with services, utilities, maintenance, repair, replacement, inspections, improvements and other requirements as required by the Solicitation For Offers No. 9AZ2109 and its attachments.
 - C. Adequate space for telecommunications antennae and transmission devices in accordance with Paragraph entitled, "Telecommunications: Local Exchange Access," of the Solicitation for Offers.

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

All terms, conditions, and obligations of the Lessor and the Government as set forth in the following:

- a) The Solicitation For Offers Number 9AZ2109 (pages 1-53) (all references to SFO shall also refer to any Special Requirements and Amendments);
- b) Special Requirements: "[REDACTED] Office of Inspector General Office of Administration Standard Requirements for new office space", Dated June 2010, 44 pages; "Polycom_TV_Drawing.vsd", Dated September 21, 2009, 1 page;
- c) GSA Form 3517 (pages 1-33);
- d) GSA Form 3518 (pages 1-7);
- e) Sheet no. 1-6 containing Paragraphs 9-31;
- f) Site and Building Plans (Exhibit "A", pages 1-3).

8. The following changes were made in this Lease prior to its execution:

Paragraphs 2, 3 and 5 of this STANDARD FORM 2 were deleted in their entirety. Paragraphs 9 through 31 have been added.

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

LESSOR: Aslan III 333 East Wetmore, LLC

BY [Signature] (Signature) _____ (Signature)

IN PRESENCE OF:

[Signature] (Signature) _____ 200 W. Madison Street Suite 3200 Chgo IL 60606 (Address)

UNITED STATES OF AMERICA: GENERAL SERVICES ADMINISTRATION, Public Buildings Service:

BY Jessica Escobedo
CONTRACTING OFFICER, GSA

18. BUDGET AND PRICE PROPOSALS/CONSTRUCTION SCHEDULE:

- A. If Lessor is preparing the Design Intent Drawings, then Lessor shall submit to the Government a budget proposal together with the Design Intent Drawings in accordance with SFO Paragraph 5.10 (B), "Design Intent Drawings." The budget proposal must be submitted in Construction Specification Institute (CSI) Format.
- B. The price proposal required to be provided by Lessor in SFO Paragraph 5.10 (E), "Tenant Improvements Price Proposal," must be based upon the results of a competitive proposal process meeting all of the requirements of SFO Paragraph 5.10, B (1) through (9), entitled, "Tenant Improvements Pricing Requirements." The Government has the right, but not the obligation, to accept cost or pricing data as described in GSA Form 3517 in lieu of a competitive price proposal.
- C. Failure to submit these budget and price proposals referenced above will constitute Lessor delay. In the event that either the budget proposal or price proposal exceeds the Tenant Improvement Allowance specified in the Lease, then the construction schedule shall be revised to afford the Government sufficient time to review and resolve the difference.
- D. The construction schedule required in Paragraph 5.10 (F), "Construction of Tenant Improvements," of the SFO shall also include adequate time for additional review by the Government of revised Design Intent Drawings and Working Drawings/Construction Drawings. All references to "working days" in Paragraph 5.10, "Construction Schedule and Acceptance of Tenant Improvements" of the SFO shall not include the period from December 15 through January 1 of any calendar year.
- E. In addition to the submission requirements specified under Paragraph 5.10, "Construction Schedule and Acceptance of Tenant Improvements," Lessor shall provide to the Government the final total costs of the completed Tenant Improvements in CSI format no less than twenty (20) working days prior to "Substantial Completion". The space will not be considered acceptable for inspection until the Government receives the final tenant improvement costs.

19. ACCEPTANCE OF SPACE:

- A. The following is added to Paragraph 5.10 G (1), "Acceptance of Space and Certificate of Occupancy": Subsequent Government inspections and notification of the results of such inspections shall be made in accordance with the foregoing procedure. Time frames for subsequent inspections will be established by the Government.
- B. Any items that have been identified at the acceptance of the space as punchlist items to be completed or corrected and which do not affect beneficial occupancy shall be completed by the Lessor within ten (10) calendar days of acceptance.
- C. Neither the Government's acceptance of the Premises for occupancy or acceptance of related appurtenances, nor the Government's occupancy of the Premises, shall be construed as a waiver of any requirement or right of the Government under this lease, or as otherwise prejudicing the Government with respect to any such requirement or right, or as an acceptance of any latent defect or condition.

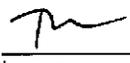
20. OCCUPANCY REPORTS:

- A. Building Systems: As part of its obligations under SFO, Paragraph 8.2 of SFO Number 9AZ2109 "Building Systems," of the SFO, the Lessor shall furnish at no cost to the Government a required building system report prior to the Government's occupancy of the Premises.
- B. Acoustical Requirements: As part of its obligations under SFO, Paragraph 6.8 of SFO Number 9AZ2109 "Acoustical Requirements" of the SFO, the Lessor shall furnish at no cost to the Government a required acoustical report prior to the Government's occupancy of the Premises.

21. UNAUTHORIZED IMPROVEMENTS: All questions pertaining to this lease agreement shall be referred in writing to the General Services Administration Contracting Officer. This contract is between GSA and the Lessor. GSA assumes no financial responsibility for any cost incurred by the Lessor except as provided by the terms of the lease agreement or authorized in writing by the GSA Contracting Officer. **If Lessor delivers space with improvements not authorized or requested in writing by the GSA Contracting Officer, then Lessor shall not be entitled to compensation.**

22. Wherever the words "Offeror", "Lessor" or "successful offeror" appear in this Lease, they shall be deemed to mean "Lessor"; wherever the words "solicitation", "Solicitation for Offers", or "SFO" appear in this Lease, they shall be deemed to mean "this Lease"; wherever the words "space offered for lease" appear in this Lease, they shall be deemed to mean "Premises".

23. Pursuant to Paragraph 5.1 of SFO Number 9AZ2109, "Unit Costs for Adjustments", the following negotiated amounts may be used, during the first year of the Lease to price alterations costing \$100,000 or less. These prices may be indexed or renegotiated to apply to subsequent years of the Lease upon mutual agreement of the Lessor and the Government.

Initials:  & 
Lessor & Government

SHEET NUMBER 4 ATTACHED TO AND FORMING A PART OF LEASE NO. GS-09B-02823

Tenth Month's Rental Payment \$21,401.14 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Tenth Month's Rent;

Eleventh Month's Rental Payment \$21,401.14 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Eleventh Month's Rent;

26. **TENANT IMPROVEMENT FEE SCHEDULE:**

In accordance with SFO Paragraph 3.2B, the following project development fees will be allowed in amounts not to exceed as specified below for Tenant Improvement and change orders during the initial construction.

General Conditions: [REDACTED];

General Contractor's fee: [REDACTED];

Architectural/Engineering fees: [REDACTED] per ABOA square foot, or [REDACTED]

Lessor's Project Management fee: [REDACTED]

27. **ESTIMATED DELAY COSTS:**

The daily rate for compensable delays to which the offeror may be entitled subsequent to award of the Lease is \$601.60 per working day. The rate includes all costs which offeror may claim for compensable delays, including general contractor and subcontractor field and home office overheads. Upon award of the lease, this rate shall be included as part of the Lease and shall be used in determining the awardee's entitlement for Government-caused delay, if any, by multiplying the rate by the total number of compensable work days. Evaluation of estimated delay costs shall not obligate the Government to relieve the awardee of its burden to establish entitlement to compensation for delays which may occur on the project."

28. **RESTRICTIONS ON LEASING TO OTHER LAW ENFORCEMENT AGENCIES:**

In accordance with SFO paragraph 1.2, OIG must not be collocated in the same building or campus of buildings with any form of local, state or federal law enforcement agencies, public defenders, defense probation or parole agencies, public aid offices, medical facilities or any judicial branch of the Government. Lessor may not lease to such tenants within the Building during the term of this Lease.

29. **ROOF RIGHTS:**

Tenant shall have the right (without any obligation to pay additional rent), to install a microwave antenna, satellite dish or other antennae communications equipment on the roof of the Building to facilitate operation of Tenant's Intended Use (and not to generate income) provided such equipment shall be screened from view and the location, design, screening, and manner of installation shall be approved in writing by Landlord in advance. Any such equipment shall be installed in a good and workmanlike manner and maintained in compliance with all applicable laws and the Declaration. No equipment may be installed or maintained on the roof if such equipment encroaches upon or causes technical interference with any equipment installed during the Term by Lessor or any other tenant. Tenant shall, at its expense, repair any damage to the roof resulting in whole or in part from such use, from penetrations made during installation, from vibration of the equipment or by water, and, in connection with any and all installation, maintenance, repair and replacement shall use the roofing contractor which has warranted the roof if required by Landlord."

30. **BUILDING SHELL CONDITIONS.**

It is acknowledged that current shell conditions do not comply entirely with the following SFO requirements, and that the following deviations are acceptable to the Government:

6.2 Exits and Access – Existing conditions are acceptable provided they meet applicable codes;

6.3 Exterior Doors – Existing conditions are acceptable provided they meet applicable codes;

6.7A Ceilings – Existing ceiling height of 8'6" is acceptable;

7.12A Painting – Subparagraph A2 is modified to read "every 5 years" provided that Lessor maintains public areas (lobbies, corridors, restrooms, etc.) to a Class-A, professional standard throughout the term of the lease; no other modifications to this paragraph are made;

7.13A Floor Covering (Building Shell) – Existing conditions are acceptable provided they meet applicable codes, however they must be maintained per SFO requirements; Subparagraph 4 (cyclical carpet replacement) is waived; no other modifications to this paragraph are made;

8.6A Subparagraph 2, letter h – the additional countertop requirement is waived provided that the lavatories themselves are part of a countertop system. The current restroom countertops are acceptable provided they are well maintained;

8.7 The current quantity of restroom toilet closets is acceptable provided they are well maintained and comply with ABAAS;

8.8 The existing janitorial closet is acceptable;

8.10A Final filter rating with a MERV efficiency of 8 is acceptable to the Government;

8.12 Electrical Distribution – Existing conditions in common areas are acceptable, including aluminum buses, provided they meet code. All other requirements in this paragraph relating to Government-occupied Premises remain in full force and effect;

8.18E Elevators (interior finishes) – Existing conditions are acceptable provided they meet applicable codes;

8.19 Interior Lighting Fixtures – Existing fixtures are an acceptable substitution and may be reused provided that all lighting is uniform in type and color throughout the Government's Premises.

Initials:  & 
Lessor Government

