

DATE OF LEASE

August 11, 2011

LEASE NO
GS-05B-18739

THIS LEASE, made and entered into this date by and between Halsted Pershing Morgan LLC

whose address is 20 South Clark Street, Suite 630
Chicago, Illinois 60603-1831

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 consideration hereinafter mentioned, covenant and agree as follows:

1. The Lessor hereby leases to the Government the following described premises:
 - A. A total of approximately 25,100 rentable square feet (RSF) consisting of 25,000 ANSI/BOMA Office Area square feet (USF) of space located at the Halsted Pershing Business Center at 815 West Pershing Road, Chicago, Illinois 60609-1423 as indicated on the attached Floor Plan, to be used for such purposes as determined by the General Services Administration.
 - B. Four (4) on-site, surface parking spaces are included in the rent.
 - C. In accordance with the SFO paragraph entitled Common Area Factor, the common area factor is established as 1.004%.
 - D. In accordance with the SFO paragraph entitled Percentage of Occupancy, the percentage of Government occupancy is established as 24.0%.
2. TO HAVE AND TO HOLD the said premises with their appurtenances for a term of fifteen (15) years, ten (10) years firm, beginning upon the substantial completion of the space, and acceptance by the Government as satisfactorily complete. Design and construction of the space shall begin upon award of this lease in conformance with the Construction Schedule of Tenant Improvements paragraph of the attached Solicitation for Offers. The commencement date of this lease, along with any applicable termination and renewal rights, shall more specifically be set forth in a Supplemental Lease Agreement upon substantial completion and acceptance of the space by the Government.
3. The Government shall pay the Lessor annual rent of \$410,134.00 at the rate of \$34,177.83 per month in arrears for years 1 through 5, however the Government shall pay \$5,208.25 for months 1, 2 and 3 of the lease term (the Lessor has offered 3 months of free rent for shell rent and operating costs of \$28,969.58 deducted per month). Annual rent for years 6-10 shall increase by \$40,913.00 per year. Annual rent for years 11-15 shall decrease by \$92,870.00. Accumulated operating cost adjustments will be included in the stated per annum rates at the time they become effective. Rent for a lesser period of time shall be prorated. Rent checks shall be made payable to:

Halsted Pershing Morgan LLC
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4. The Government may terminate this lease at any time after the tenth (10th) lease year by giving at least one hundred twenty (120) days' notice 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.
5. ~~This lease may be renewed at the option of the Government, for the following terms and at the following rentals: provided notice be given in writing to the Lessor at least _____ 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~~

6. The Lessor shall furnish to the Government, as part of the rental consideration, the following:
- A. All services, utilities, maintenance and other operations as set forth elsewhere in this lease.
 - B. All responsibilities and obligations as defined in the Solicitation for Offers Number GS-05B-18739 and other attachments to the Lease referenced in Paragraph 7 of this SF-2 form.
7. The following are attached and made a part hereof:
- U.S. Government Lease For Real Property, Standard Form 2 – 2 pages
 - Attachment A (Paragraphs 9 – 27) – 3 Pages
 - Solicitation for Offers (SFO No. GS-05B-18739 dated April 18, 2011) — 47 Pages
 - Special (Program of) Requirements – 6 Pages
 - SFO Amendment No. 1, date May 6, 2011 – 1 Page
 - Form 3517B, General Clauses (Rev 11/05) — 33 Pages
 - Form 3518, Representations and Certifications (Rev 1/07) — 7 Pages
 - Tax ID number and Legal Description of Leased Property – 2 Pages
 - Floor Plan – 2 Pages
 - Building Security Unit Price List – 2 Pages
 - Unit Price List – 3 Pages
8. The following changes were made in this lease prior to execution:
- Paragraph 5 was deleted in its entirety without substitution.

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

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LESSOR	Halstead Pershing Morgan LLC	
BY	 <small>(Signature)</small>	<small>(Signature)</small>
IN PRESENCE OF:	 <small>(Signature of Witness)</small>	<small>(Address)</small>
UNITED STATES OF AMERICA GENERAL SERVICES ADMINISTRATION		
BY	 Jean Dawson	Lease Contracting Officer <small>(Official title)</small>

23. All questions pertaining to this Lease shall be referred in writing to the General Services Administration Contracting Officer or their designee. The Government occupant is not authorized to administer this lease, and GSA assumes no responsibility for any cost incurred by the Lessor except as provided by the terms of this Lease or authorized in writing by Contracting Officer or their designee. The Lessor will not be reimbursed for any services not provided for in this lease, including but not limited to: repairs, alterations and overtime services. Additionally, rental will not be paid for occupancy in whole or in part except for the term specified herein.
24. 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 "Leased Premises".
25. The Tenant Improvement Fee Schedule is as follows and Lessor agrees not to exceed these figures:
- A. The General Conditions will not exceed [REDACTED] of the total subcontractor's costs.
 - B. The General Contractors fee will not exceed [REDACTED] of the total subcontractor's costs.
 - C. Architectural and Engineering fees will not exceed [REDACTED] (flat fee).
 - D. Lessor's Project Management fees will not exceed [REDACTED] of the total subcontractor's costs.
26. Prior to occupancy, and at no additional cost to the Government, the Lessor shall use best efforts to renovate the space for any energy efficiency and conservation improvements that would be cost effective over the firm term of the lease, thereby reducing electricity or fossil fuel consumption, water, or other utility costs. Additional information on such improvements can be found on www.gsa.gov/leasing under "Green Leasing." However, in the event the Lessor obtains the Energy Star label prior to the Government's occupancy, the Lessor shall not be required to renovate the space for these improvements. To earn the ENERGY STAR label, the Lessor must follow the instructions on the Energy Star Web site at <http://www.energystar.gov/eslabel>.
27. Lessor takes, and is granted, exception to the following SFO requirements:
- A. **Section 1.9** While Landlord is happy to provide occupancy ninety (90) days following Notice to Proceed, it will take time to permit the construction and receive Occupancy Permits from the City of Chicago. Owner will use best efforts to accommodate this requirement.
 - B. **Section 1.12 (3)** Acoustical tile will only be provided within the office portion of the Premises.
 - C. **Section 2.2** It is cost prohibitive to perform seismic certification. Since the building is new construction and there is low seismicity in Chicago area, this exception is granted.
 - D. **Section 5.10 F.** Landlord will use commercially reasonable efforts to complete the Tenant Improvements within ninety (90) calendar days following receipt of construction permit from the City of Chicago.
 - E. **Section 8.3 C 1 Offered** space and building are not currently Energy Star rated. According to our consultants, an Energy Star rating cannot be obtained for an empty building. Please note an official Energy Star rating will not be generated until the building is 50% occupied for a period of 12 months. The Lessor you are to make all energy and water upgrades that are cost-effective over the course of the lease.
 - F. **Section 8.6** The space and building are currently raw; therefore there are no existing toilet facilities. Toilet facilities shall be constructed within the offered Premises and shall be part of the Tenant Improvement. Building shell includes domestic water service, service sanitary drains and vents are provided. The bathrooms and fixtures do not currently exist and will be part of the Tenant Improvements.

