LEASE NO. GS-09P-LCA03197

Standard Lease
GSA FORM L201C (September 2013)

This Lease is made and entered into between

Lessor's Name: CW FBI Sacramento, LLC
Chicago, Illinois
(A Joint Venture of Cunningham Development Company, Inc. and Walsh Investors, LLC)
A Delaware Limited Liability Company

("The Lessor"), whose principal place of business is: 75 Malaga Cove Plaza
Suite 16
Rancho Palos Verdes, CA 90274

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

The Northwest corner of Blue Oaks Boulevard and Washington Boulevard in the City of Roseville, County of Placer, State of California, Parcel 7 and Parcel 8. The formal address will be provided at a later date.

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 upon acceptance of the Premises as required by this Lease and continuing for a period of

20 Years Term, 20 Years Firm,

Subject to termination and renewal rights as may be hereinafter set forth, to be used for such purposes as determined by GSA. The commencement date of this Lease, along with any applicable termination and renewal rights, shall more specifically be set forth in a Lease Amendment upon substantial completion and acceptance of the space by the Government.

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:

CW FBI Sacramento, LLC, Chicago Illinois

(A Joint Venture of Cunningham Development Company, Inc. and Walsh Investors, LLC)

A Delaware Limited Liability Company

William L. Cunningham-Cerso

75 Malaga Cove Plaza, Suite #16 [redacted]

Palos Verdes Estates, CA 90274 [redacted]

Name: [redacted]
Title: President, Cunningham Development Company Inc., manager, CW FBI Sacramento, LLC.
Date: 7-25-2014

WITNESSED BY:

[redacted]

Name: Wendy J Klonek
Title: Notary Public
Date: 7/25/14

FOR THE GOVERNMENT: [redacted]

Deborah D. Orkowski
Lease Contracting Officer (LCO)

Date: 7.30.14

SECTION 1 THE PREMISES, RENT, AND OTHER TERMS

1.01 THE PREMISES (AUG 2011)

The Premises are described as follows:

Office and Related Space: **119,434** rentable square feet (RSF), yielding **108,576** ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related space, based upon a common area factor of **1.10** percent, located on the **3** floor(s) and known as the entire space, of the Building, as space plan(s) are to be developed. The Building, Office and Related Space shall be solely occupied by the Tenant.

1.02 EXPRESS APPURTENANT RIGHTS (SEPT 2013)

The Government shall have the 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:

1. **412** parking spaces as depicted on the plan attached hereto as Exhibit **A**, reserved for the exclusive use of the Government, of which **33** shall be secured structured/inside parking spaces, and **379** shall be surface/outside secured 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. See POR for additional parking requirements.

2. Public parking spaces for **22** vehicles shall be provided for visitors and shall be available on-site, outside of the secure perimeter fence. The Lessor shall be required to implement and maintain a parking enforcement system (to include signage & towing of unauthorized vehicles) as part of the shell parking requirement. See POR for additional parking requirements.

B. Antennas, Satellite Dishes, and Related Transmission Devices: Space and infrastructure located on the roof of the Building sufficient in size for the installation and placement of the telecommunications equipment as described in the POR, 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. The Government reserves the right to mount antennas at no additional cost to the Government at any time during occupancy. Only the Government approved antennas will be mounted on the roof or roofs of the campus facilities. Refer to the Rooftop Antenna section of the POR for additional requirements.

1.03 RENT AND OTHER CONSIDERATION (AUG 2011)

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

	FIRM TERM	
	ANNUAL RENT	ANNUAL RATE/RSF
SHELL RENT	$2,498,559.28	$20.92
TENANT IMPROVEMENTS RENT[1]	$ 1,384,240.06	$11.59
OPERATING COSTS	$ 937,556.90	$7.85
BUILDING SPECIFIC SECURITY[2]	$ 120,628.34	$1.01
TOTAL ANNUAL RENT	**$4,940,984.58**	**$41.37**

[1]The Tenant Improvement Allowance is amortized at a rate of **0** percent per annum over **20** years.
[2]Building Specific Security Costs are amortized at a rate of **0** percent per annum over **20** years.
Rates may be rounded.

B. Rent is NOT subject to adjustment based upon a physical mutual measurement of the Space upon acceptance, not to exceed **108,576** ABOA SF equating to 119,434 RENTABLE SF based upon the methodology outlined under the "Payment" clause of GSA Form 3517.

C. Rent is NOT subject to adjustment based upon the final Tenant Improvement (TI) cost to be amortized in the rental rate, as agreed upon by the parties subsequent to the Lease Award Date. All adjustments ARE FIRM and reflected in the amortized tenant improvement portion of the rental rate. Except where debits and credits are resolved at a future date. This is a TURNKEY lease and all TI's are included in the rental rate.

D. 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.

E. 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.

F. 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, and maintenance required for the proper operation of the Property, the Building, and the 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.

G. Parking required by this Lease shall be included in the shell rent.

H. 2 Months free rent beginning with the full 1st and 2nd months of space acceptance.

1.04 ~~BROKER COMMISSION AND COMMISSION CREDIT (AUG 2011)~~

~~A. XXXXXX ("Broker") is the authorized real estate broker representing GSA in connection with this lease transaction. The total amount of the Commission is $XX and is earned upon lease execution, payable according to the Commission Agreement signed between the two parties. Only $XX of the Commission, will be payable to XXXXXX, with the remaining $XX, which is the "commission credit", to be credited to the shell rental portion of the annual rental payments due and owing to fully recapture this commission credit. The reduction in shell rent shall commence with the first month of the rental payments and continue until the credit has been fully recaptured in equal monthly installments over the shortest time practicable.~~

~~B. Notwithstanding the "Rent and Other Consideration" paragraph of this Lease, the shell rental payments due and owing under this lease shall be reduced to recapture fully this commission credit. The reduction in shell rent shall commence with the first month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:~~

~~Month X Rental Payment $XX,XXX minus prorated commission credit of $XX,XXX equals $XX,XXX adjusted X th Month's Rent.~~

~~Month X Rental Payment $XX,XXX minus prorated commission credit of $XX,XXX equals $XX,XXX adjusted X th Month's Rent.~~

~~Month X Rental Payment $XX,XXX minus prorated commission credit of $XX,XXX equals $XX,XXX adjusted X th Month's Rent.~~

1.05 ~~TERMINATION RIGHTS (AUG 2011)~~ INTENTIONALLY DELETED

1.06 ~~RENEWAL RIGHTS (AUG 2011)~~ INTENTIONALLY DELETED

1.07 DOCUMENTS INCORPORATED IN THE LEASE (SEP 2012)

The following documents are attached to and made a part of the Lease:

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
LEGAL DESCRIPTION	1	A
RENDERINGS	3	B
SITE AND PARKING PLAN(S)	1	C
PROGRAM OF REQUIREMENTS (POR)	169	D
UPGRADES INCLUDED IN THE LEASE	6	E
ROOM DATA MATRIX	11	F
AMENDMENTS TO RLP NO, GS-09O-LCA03197	7	G
ORGANIZATIONAL TEAM CHART	1	H
TENANT IMPROVEMENT COST (TICS) MATRIX	10	I
UNIT PRICE LIST	3	J
SECURITY UNIT PRICE LIST	2	K
GSA FORM 3516 SOLICITATION PROVISIONS	5	L
GSA FORM 3517B GENERAL CLAUSES	47	M
GSA FORM 3518, REPRESENTATIONS AND CERTIFICATIONS	10	N
DAVIS BACON WAGE RATES (CURRENT RATES 7/2014)	42	O
LEED CHECKLIST	1	P
GSA FORM 1217 LESSOR ANNUAL COST STATEMENT	2	Q
GSA FORM 12000 PRE-LEASE FIRE PROTECTION AND LIFE SAFETY	6	R
SEISMIC FORM	8	S
AUTHORIZATION AND RELEASE TO OBTAIN INFORMATION	1	T
SENSITIVE BUT UNCLASSIFIED (SBU)	7	U
GSA FORM 1364C	6	V
PROJECT CONSTRUCTION SCHEDULE	1	W

1.08 ~~TENANT IMPROVEMENT RENTAL ADJUSTMENT (AUG 2011)~~ INTENTIONALLY DELETED

1.09 ~~TENANT IMPROVEMENT FEE SCHEDULE (JUN 2012)~~ INTENTIONALLY DELETED

1.10 ~~BUILDING SPECIFIC AMORTIZIED CAPITAL (SEP 2012)~~ INTENTIONALLY DELETED

1.11 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT, ESTABLISHMENT OF TAX BASE (AUG 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 **100** percent.

The real estate tax base, as defined in the Real Estate Tax Adjustment clause of the Lease is **$XX** (if existing building) Based on the first year of full assessment (if new construction).

1.12 OPERATING COST BASE (AUG 2011)

The parties agree that for the purpose of applying the clause titled "Operating Costs Adjustment" that the Lessor's base rate for operating costs shall be **$7.85** per rentable sq. ft (**$937,556.90**/annum).

1.13 RATE FOR ADJUSTMENT FOR VACANT LEASED PREMISES (AUG 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 **$1.50** per ABOA SF of space vacated by the Government.

1.14 HOURLY OVERTIME HVAC RATES (AUG 2011)

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

- **$ 21.00** per hour per FLOOR
- $21.00 FOR ENTIRE ANNEX FACILITY

1.15 24-HOUR HVAC REQUIREMENT (AUG 2011)

The hourly overtime HVAC rate specified above shall not apply to any portion of the Premises that is required to have heating and cooling 24 hours per day. If 24-hour HVAC is required by the Government for any designated rooms or areas of the Premises, such services shall be provided by the Lessor at an annual rate of **$ 0.00** per ABOA SF of the area receiving the 24-hour HVAC. Notwithstanding the foregoing, Lessor shall provide this service at no additional cost to the Government if the Lessor provides this service to other tenants in the Building at no additional charge.

1.16 ADDITIONAL BUILDING IMPROVEMENTS (AUG 2011)

In addition to construction of the Tenant Improvements as required in this Lease, the Lessor shall be required to complete the following additional building improvements (e.g., Fire Protection and Life Safety, Seismic, and Energy Efficiency) prior to acceptance of the Space:

A. ALL ITEMS IDENTIFIED PER CODE REQUIREMENT

B. ALL ITEMS IDENTIFIED IN FINAL REVISION PROPOSAL DATED 6/12/14

1.17 HUBZONE SMALL BUSINESS CONCERNS ADDITITIONAL PERFORMANCE REQUIREMENTS (MAR 2012)

If the Lessor is a qualified HUBZone Small Business Concern (SBC) that did not waive the price evaluation preference then as required by 13 C.F.R. 126.700, the HUBZone (SBC) must spend at least 50% of the cost of the contract incurred for personnel on its own employees or employees of other qualified HUBZone SBC's and must meet the performance of the work requirements for subcontracting in 13 C.F.R. § 125.6(c). If the Lessor is a HUBZone joint venture, the aggregate of the qualified HUBZone SBC's to the joint venture, not each concern separately, must perform the applicable percentage of work required by this clause.

1.18 OCCUPANCY DATE (SEPT 2012)

The entire main facility and parking structure must be completed and ready for occupancy by **7/31/2016**, based on an estimated lease award date of **7/30/2014**.