

U.S. GOVERNMENT
LEASE FOR REAL PROPERTY

DATE OF LEASE

LEASE NO. GS-05B-18099

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

SEE INSERT No. 1 attached in SF-2 Page 5 of 5

whose address is

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:

35,831 ANSI/BOMA office area square feet (43,817 rentable square feet) of office space located at Congress Center, 525 W. Van Buren Street, Chicago, IL 60607 to be used for such purposes as determined by the General Services Administration. The lease contains two blocks of space. Block A consists of 22,776 ANSI/BOMA office area square feet (27,773 rentable square) of contiguous space. Block B consists of 13,054 ANSI/BOMA office area square feet (16,044 rentable square) of contiguous space.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on the date which is not later than 90 calendar days after the Government has issued the "Notice to Proceed" to the Lessor for a period of ten (10) years, with a firm term of five (5) years subject to termination and renewal rights as may be hereinafter set forth. The actual term will be established by Supplemental Lease Agreement at the time the Government accepts the space.

3. The Government shall pay the Lessor annual rent in arrears, per the following schedule:

Year 1: \$1,708,863.00	Year 6: \$1,395,133.28
Year 2: \$1,730,771.50	Year 7: \$1,417,041.78
Year 3: \$1,752,680.00	Year 8: \$1,438,950.28
Year 4: \$1,774,588.50	Year 9: \$1,460,858.78
Year 5: \$1,796,497.00	Year 10: \$1,482,767.28

Rent for a lesser period shall be prorated. The lease is not subject to Operating Cost Escalations. The lease is subject to Real Estate Tax adjustments.

Rent checks shall be made payable to: SEE INSERT NO.2 attached in SF-2 Page 5 of 5

4. The Government may terminate this lease at any time after five (5) years, by giving one-hundred eighty (180) 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.

- ~~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 labor, materials, equipment, fees, utilities, construction drawings (including, without limitation, plans and specifications), construction costs and services, and all other costs and expenses related thereto or necessitated thereby in connection with the design, construction, and installation of the building and improvements identified in Solicitation For Offers No. GS-05B-18099 and its attached Special Requirements, subject to the limitations contained therein.

COMPUTER GENERATED FORM (10/9) EXEMPTION TO SF-2 APPROVED BY GSA / IRMS 12-89

INITIALS:

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- i. Tenant Improvement shall be all alterations for the Government demised area from existing conditions of the leased space. The Tenant Alteration Allowance shall be \$48.39 per ANSI/BOMA Office Area square foot. Such alterations shall be described and identified in the drawings used to construct the Government demised area, as stated in SFO No. GS-05B-18099.
 - ii. If it is anticipated that the Government will spend more than the allowance identified above, the Government reserves the right to 1) reduce the tenant improvement requirements, 2) pay lump sum for the overage upon completion and acceptance of the improvements, or 3) increase the rent according to the negotiated amortization rate over the firm term of the lease, as stated in Section 3.3 of SFO No. GS-05B-18099.
 - B. All services, utilities, building, parking areas, and grounds maintenance and other operations as set forth elsewhere in this lease.
 - C. All responsibilities and obligations as defined in the SFO No. GS-05B-18099 and other attachments to the Lease referenced in Paragraph 7 of this SF-2 form.
 - D. Thirteen (13) reserved parking spaces shall be provided for Government use only: Block A consists of ten (10) reserved, onsite parking spaces. Block B consists of 3 reserved parking spaces at Union Station provided by the Lessor as part of the rental consideration.
7. The following are attached and made a part hereof:
(A) Paragraphs 12 through 24 and Lessor/Payee Inserts of this lease (SF-2 Attachment on pages 3 through 5); (B) Solicitation of Offers NO. GS-05B-18099 dated 07/21/09, pages 1 through 51; (C) Special Requirements of the DOJ, 13 pages; Special Requirements of DHS, 17 pages; (D) GSA Form 3517B (REV. 11/05) consisting of 33 pages; (E) GSA Form 3518 (REV. 1/07) consisting of 7 pages; (F) Floor Plan, including the leased space; (G) Amendment #1, 1 page (12/11/09); (H) Amendment #2, 1 page (2/5/2010); (I) Amendment #3, 2 pages (3/3/2010); (J) Schedule of Deviations/Exceptions, 4 pages.
 8. The following changes were made in this lease prior to its execution:
SF-2 PARAGRAPH 5 ABOVE WAS DELETED. SFO PARAGRAPH 4.3 HAS BEEN DELETED IN ITS ENTIRETY FROM THIS LEASE.
 9. The date of this lease is the date this contract was formed as a result of the Government's acceptance of the Lessor's Final Proposal Revision dated March 25, 2010, submitted by the Lessor under SFO GS-05B-18099. This lease reflects the terms and conditions of the accepted Final Proposal Revision.
 10. Any Cost adjustments and termination rights shall be adjusted to coincide with any revised actual commencement date. The actual commencement date will be established by Supplemental Lease Agreement to the lease. The lease will then be in effect for ten (10) years, subject to termination rights as specified in the lease. The anniversary date for annual escalations, operating cost adjustments and termination rights shall be adjusted to coincide with any revised actual commencement date.
 11. The Lessor will complete any improvements in the space making it ready for occupancy no later than 90 calendar days after receiving the Government's Notice to Proceed, subject to excusable delay and Government delay, including extended lead times for material selections that do not allow for substantial completion within 90 calendar days.

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

LESSOR SEE INSERT No. 3 attached in SF-2 Page 5 of 5

BY


(Signature)

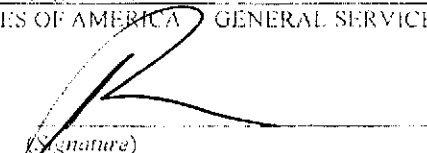
IN PRESENCE OF:


(Signature)



UNITED STATES OF AMERICA GENERAL SERVICES ADMINISTRATION

BY


(Signature)

Contracting Officer
(Official title)

12. **Ansi/Boma Office Area Square Footage:** The total net ABOA foot area referred to in Paragraph 1.1, is subject to adjustment, but may not be less than the minimum 35,645 ANSI/BOMA Office Area square feet defined in the Solicitation for Offers No. GS-05B-18099. Should there be any adjustments in the usable square footage delivered, that has been determined through mutually agreed field measurement, the per annum total rental referred to above shall be adjusted on the basis of \$39.00 per rentable square foot per annum. The lease shall be amended by Supplemental Lease Agreement after actual field measurement to establish the square footage and rental in compliance with the terms of the lease.
13. **Operating cost adjustments:** The rent is not subject to annual operating cost adjustments as Section 4.3 of Solicitation for Offers No. GS-05B-18099 has been deleted in its entirety from this lease. The first year's operating cost will be \$418,306 (subject to actual measured accepted space).
14. **Real Estate Tax adjustments:** The lease is subject to annual tax escalations in accordance with Section 4.2 of the SFO No. GS-05B-18099.
15. **Government's percent of the net usf area of the building:** It is understood and agreed that for real estate tax adjustment purposes, in accordance with Section 3.5 (A through G) of Solicitation for Offers No. GS-05B-18099 within this lease, the Government will occupy 8.4281 percent of the net rentable square foot area of the building.
16. **Lease Common Area Factor:** The Lease Common Area Factor is 1.22288 (35,831 useable square feet multiplied by 1.22288 equals 43,817 rentable square feet of space).
17. **Overtime HVAC Cost:** If heating or cooling is required by the Government on an overtime basis, it shall be provided upon the request by the Government at \$90.00 per hour per floor.
18. **Tenant Improvements:** The tenant build out will conform to the specifications in the Lease and all attachments, and are to be provided by the Lessor as part of the total rental payment. Therefore, the amortized tenant build out costs are \$1,733,862.09 per annum or \$9.39 per rentable square foot. Pursuant to Paragraph 3.3 of the Lease, in the event the Tenant Improvement Cost is less than the amount provided above, the Lessor agrees to refund such difference in the form of reduction of base rent using a 7% amortization rate. The refund will be a credit of the rent equally spread out throughout the first lease term (5 years). In the event that the Tenant Improvement Cost is greater than the amount provided above, Lessor agrees to amortize the additional cost up to a maximum of 10% over \$1,733,862.09 at 7% throughout the first lease term (5 years), or the Government may choose to pay lump sum for any part of the Tenant Improvement Cost. The Government and Lessor must agree on any additional Tenant Improvement Cost through a Supplemental Lease Agreement.
19. **Changes to leased area or funding for changes to TI:** Lessor shall not construct, change, alter, remove, or add to the leased area without prior notification and approval from the General Services Administration (the Contracting Officer or his/her representative) as well as acknowledgement of funding for any changes to any and all Tenant Improvement costs, approved prior to the Notice to Proceed with build out of the tenant's space.
20. **Adherence to local requirements and codes:** The Lessor must comply with all construction and development requirements of the City of Chicago, IL. Furthermore, the Lessor will meet all Fire and Life Safety requirements as stated in the Lease, along with meeting all local codes specified in local standards.
21. **Sale or transfer of property:** If the property housing the leased premises is sold or transferred, the following information is required before the Government can acknowledge the success in interest and change the payee for rent or other payments:
- (i) Evidence of the transfer of title.
 - (ii) A letter from successor Lessor (transferee) assuming, approving and adopting the lease and agreeing to be bound by its terms.
 - (iii) A letter from prior Lessor (transferor) waiving all rights under the Lease as against the United States of America, except unpaid rent through a specified date, usually the date of ownership transfer.
 - (iv) The IRS tax identification number of the new owner.

INITIALS:

LESSOR

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Where leased premises are transferred by death of the Lessor, a copy of the letters of administration when there is no will, showing the Lessor(s), is required. Unless an interim court order is received, rents will be accrued and paid the new owner(s) upon final settlement of the estate.

22. Questions pertaining to this lease: All questions pertaining to this lease should be referred to the Contracting Officer of the General Services Administration or his/her designee. The Government occupant is not authorized to administer this lease. The General Services Administration assumes no responsibility for any cost incurred by the Lessor except as provided by the terms of this lease or authorized in writing by the Contracting Officer or his/her designee.
23. Terms and conditions of this Lease: All terms and conditions of this Lease as expressly contained herein represent the total obligations of the Lessor and the Government. Any agreements, written or oral between the Lessor and Government prior to the execution of this Lease are not applicable or binding. This agreement may be amended only by written instrument executed by the Lessor and Government.
24. Government's Signatory Authority: The Contracting Officer represents that the General Services Administration as an agent with authority to enter into this Lease on behalf of the Government and executes this document in his or her Official capacity only, and not as an individual.

INITIALS:

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GOVERNMENT

PAGE 5

**INSERTS TO STANDARD FORM 2 U.S. GOVERNMENT LEASE FOR REAL
PROPERTY - LEASE NO. GS-05B-18099:**

Insert No. 1:

"NNN CONGRESS CENTER, LLC, GRETT - CONGRESS CENTER, LLC, NNN CONGRESS CENTER 1, LLC, NNN CONGRESS CENTER 2, LLC, NNN CONGRESS CENTER 3, LLC, NNN CONGRESS CENTER 4, LLC, NNN CONGRESS CENTER 5, LLC, NNN CONGRESS CENTER 6, LLC, NNN CONGRESS CENTER 7, LLC, NNN CONGRESS CENTER 8, LLC, NNN CONGRESS CENTER 10, LLC, NNN CONGRESS CENTER 11, LLC, NNN CONGRESS CENTER 12, LLC, NNN CONGRESS CENTER 13, LLC, NNN CONGRESS CENTER 14, LLC, NNN CONGRESS CENTER 15, LLC, NNN CONGRESS CENTER 16, LLC, and NNN CONGRESS CENTER 17, LLC, each one a Delaware limited liability company (collectively, "Lessor"), acting by and through Triple Net Properties Realty, Inc. ("Agent" for Landlord)

c/o Grubb & Ellis Company or Triple Net Properties Realty, Inc.

1551 North Tustin Avenue

Suite 200

Santa Ana, CA 92705

Attn: Real Estate Notice Department"

Insert No. 2:

"NNN Congress Center, LLC"

2376 Paysphere Circle

Chicago, IL 60674-0023"

Insert No. 3:

"LESSOR:

NNN CONGRESS CENTER, LLC, GRETT - CONGRESS CENTER, LLC, NNN CONGRESS CENTER 1, LLC, NNN CONGRESS CENTER 2, LLC, NNN CONGRESS CENTER 3, LLC, NNN CONGRESS CENTER 4, LLC, NNN CONGRESS CENTER 5, LLC, NNN CONGRESS CENTER 6, LLC, NNN CONGRESS CENTER 7, LLC, NNN CONGRESS CENTER 8, LLC, NNN CONGRESS CENTER 10, LLC, NNN CONGRESS CENTER 11, LLC, NNN CONGRESS CENTER 12, LLC, NNN CONGRESS CENTER 13, LLC, NNN CONGRESS CENTER 14, LLC, NNN CONGRESS CENTER 15, LLC, NNN CONGRESS CENTER 16, LLC, and NNN CONGRESS CENTER 17, LLC, each one a Delaware limited liability company

By: Triple Net Properties Realty, Inc., its Agent

By: 

Name:

Robert Assolan

Title:

Senior Vice President