

# LEASE NO. GS-05B-18841

Standard Lease  
GSA FORM L201C (September 2011)

This Lease is made and entered into between

**KBS Acquisition Sub-Owner 2, LLC, in its capacity as sole member of First States Investors 5000A, LLC**

("the Lessor"), whose principal place of business is 610 Old York Road, Suite 300, Jenkintown, PA 19046-2685, 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

**231 S. LaSalle Street, Chicago, IL 60604-1426**

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

**15 Years, 10 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:

KBS Acquisition Sub-Owner 2, LLC, in its capacity as sole member of  
First States Investors 5000A, LLC

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## WITNESSED BY:

\_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## FOR THE GOVERNMENT:

\_\_\_\_\_

Christine Becker

Lease LCO

Date: \_\_\_\_\_

6.08	SELECTION OF PAPER PRODUCTS (APR 2011) .....	35
6.09	SNOW REMOVAL (APR 2011) .....	35
6.10	MAINTENANCE AND TESTING OF SYSTEMS (APR 2011).....	35
6.11	MAINTENANCE OF PROVIDED FINISHES (SEPT 2011).....	36
6.12	ASBESTOS ABATEMENT (APR 2011).....	36
6.13	ONSITE LESSOR MANAGEMENT (APR 2011) .....	36
6.14	SCHEDULE OF PERIODIC SERVICES (APR 2011) .....	36
6.15	LANDSCAPING (APR 2011) .....	36
6.16	LANDSCAPE MAINTENANCE (APR 2011) .....	36
6.17	RECYCLING (DEC 2007) .....	36
6.18	RANDOLPH-SHEPPARD COMPLIANCE (APR 2011) .....	37
6.19	INTENTIONALLY DELETED .....	37
6.20	INDOOR AIR QUALITY (DEC 2007) .....	37
6.21	INTENTIONALLY DELETED .....	37
6.22	RADON IN AIR (SEP 2000).....	37
6.23	INTENTIONALLY DELETED .....	38
6.24	HAZARDOUS MATERIALS (OCT 1996).....	38
6.25	MOLD (AUG 2008) .....	38
6.26	OCCUPANT EMERGENCY PLANS (APR 2011) .....	39
6.27	FLAG DISPLAY (APR 2011).....	39
 <b>SECTION 7 ADDITIONAL TERMS AND CONDITIONS.....</b>		<b>40</b>

---

## SECTION 1 THE PREMISES, RENT, AND OTHER TERMS

---

### 1.01 THE PREMISES (AUG 2011)

The Premises are described as follows:

Office and Related Space: The Government will be occupying 66,936 rentable square feet (RSF), yielding 54,941 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related space located on the 15<sup>th</sup> and 16<sup>th</sup> floors and known as Suites 1500 and 1650, and basement floor of the Building, as depicted on the floor plan(s) attached hereto as Exhibit A. The Government will be paying rent on 63,678 RSF, yielding 51,150 ABOA SF of office and related space based upon a common area factor of 1.2449 percent, located on the 15<sup>th</sup> and 16<sup>th</sup> floors and known as Suites 1500 and 1650, and basement floor of the Building, as depicted on the floor plans attached hereto as Exhibit A. The Government shall be receiving 3,258 RSF yielding 3,791 ABOA SF at no charge for the full term of the lease. The Government will not be paying Operating Costs and Real Estate Taxes on the space being offered at no charge for the full term of the lease.

### 1.02 EXPRESS APPURTENANT RIGHTS (AUG 2011)

The Government shall have the non-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: 3 parking spaces as depicted on the plan attached hereto as Exhibit B of which 3 shall be structured inside spaces reserved for the exclusive use of the Government, 3 shall be inside parking spaces, and none shall be surface 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.

B. Antennas, Satellite Dishes, and Related Transmission Devices: Space located on the roof of the Building sufficient in size for the installation and placement of the telecommunications equipment as such may be described herein, 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.

### 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							
	YEAR 1 <sup>1</sup>		YEARS 2 - 3		YEARS 4 - 6		YEARS 7 - 9	
	ANNUAL RENT	ANNUAL RATE/RSF	ANNUAL RENT	ANNUAL RATE/RSF	ANNUAL RENT	ANNUAL RATE/RSF	ANNUAL RENT	ANNUAL RATE/RSF
SHELL RENT	\$0.00	\$0.00	\$951,986.10	\$14.95	\$1,143,020.10	\$17.95	\$1,334,054.10	\$20.95
TENANT IMPROVEMENTS RENT <sup>2</sup>	\$262,990.14	\$4.13 <sup>4</sup>	\$262,990.14	\$4.13 <sup>4</sup>	\$262,990.14	\$4.13 <sup>4</sup>	\$262,990.14	\$4.13 <sup>4</sup>
OPERATING COSTS	\$0.00	\$0.00	\$563,550.30	\$8.85	\$563,550.30	\$8.85	\$563,550.30	\$8.85
BUILDING SPECIFIC SECURITY <sup>3</sup>	\$4,457.46	\$0.07 <sup>4</sup>	\$4,457.46	\$0.07 <sup>4</sup>	\$4,457.46	\$0.07 <sup>4</sup>	\$4,457.46	\$0.07 <sup>4</sup>
<b>TOTAL ANNUAL RENT</b>	<b>\$267,447.60</b>	<b>\$4.20</b>	<b>\$1,782,984.00</b>	<b>\$28.00</b>	<b>\$1,974,018.00</b>	<b>\$31.00</b>	<b>\$2,165,052.00</b>	<b>\$34.00</b>
	FIRM TERM				NON FIRM TERM			
	YEAR 10				YEARS 11 - 15			
	ANNUAL RENT	ANNUAL RATE/RSF	ANNUAL RENT	ANNUAL RATE/RSF	ANNUAL RENT	ANNUAL RATE/RSF	ANNUAL RENT	ANNUAL RATE/RSF
SHELL RENT	\$1,525,088.10	\$23.95	\$1,334,054.10	\$20.95				
TENANT IMPROVEMENTS RENT <sup>2</sup>	\$262,990.14	\$4.13 <sup>4</sup>	\$262,990.14	\$4.13 <sup>4</sup>				
OPERATING COSTS	\$563,550.30	\$8.85	\$563,550.30	\$8.85				
BUILDING SPECIFIC SECURITY <sup>3</sup>	\$4,457.46	\$0.97 <sup>4</sup>	\$4,457.46	\$0.97 <sup>4</sup>				
<b>TOTAL ANNUAL RENT</b>	<b>\$2,356,086.00</b>	<b>\$37.00</b>	<b>\$2,165,052.00</b>	<b>\$34.00</b>				

<sup>1</sup>Shell Rent and Operating Expenses are abated for the first twelve months.

<sup>2</sup>The Tenant Improvement Allowance is amortized at a rate of 6.75 percent per annum over 15 years

<sup>3</sup>Building Specific Security Costs are amortized at a rate of 6.75 percent per annum over 15 years.

<sup>4</sup>Rates may be rounded.

B. Rent is subject to adjustment based upon a physical mutual measurement of the Space upon acceptance, not to exceed 1,023 ABOA SF based upon the methodology outlined under the "Payment" clause of GSA Form 3517.

C. Rent is 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.

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
4. 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.

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

A. **UGL Services – Equis Operations** ("Broker") is the authorized real estate broker representing GSA in connection with this lease transaction. The total amount of the Commission is [REDACTED] and is earned upon lease execution, payable according to the Commission Agreement signed between the two parties. Only \$ [REDACTED] of the Commission, will be payable to **UGL Services – Equis Operations** with the remaining [REDACTED], 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 13 Rental Payment \$148,582.00 minus prorated commission credit of [REDACTED] equal [REDACTED] adjusted 13th Month's Rent.  
 Month 14 Rental Payment \$148,582.00 minus prorated commission credit of [REDACTED] equal [REDACTED] adjusted 14th Month's Rent.  
 Month 15 Rental Payment \$148,582.00 minus prorated commission credit of [REDACTED] equal [REDACTED] adjusted 15th Month's Rent.  
 Month 16 Rental Payment \$148,582.00 minus prorated commission credit of [REDACTED] equal [REDACTED] adjusted 16th Month's Rent.  
 Month 17 Rental Payment \$148,582.00 minus prorated commission credit of [REDACTED] equal [REDACTED] adjusted 17th Month's Rent.  
 Month 18 Rental Payment \$148,582.00 minus prorated commission credit of [REDACTED] equal [REDACTED] adjusted 18th Month's Rent.  
 Month 19 Rental Payment \$148,582.00 minus prorated commission credit of [REDACTED] equal [REDACTED] adjusted 19th Month's Rent.  
 Month 20 Rental Payment \$148,582.00 minus prorated commission credit of [REDACTED] equal [REDACTED] adjusted 20th Month's Rent.  
 Month 21 Rental Payment \$148,582.00 minus prorated commission credit of [REDACTED] equal [REDACTED] adjusted 21st Month's Rent.

**1.05 TERMINATION RIGHTS (AUG 2011)**

The Government may terminate this Lease, in whole or in part, at any time, effective after the firm term of this Lease by providing not less than 120 days' prior written notice to the Lessor. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination.

**1.06 INTENTIONALLY DELETED.**

**1.07 DOCUMENTS INCORPORATED BY REFERENCE (SEPT 2011)**

The following documents are incorporated by reference, as though fully set forth herein:

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
FLOOR PLAN(S)	3	A
PARKING PLAN(S)	1	B
SECURITY REQUIREMENTS	3	C
GSA FORM 3517B GENERAL CLAUSES	33	D
GSA FORM 3518, REPRESENTATIONS AND CERTIFICATIONS	7	E

**1.08 TENANT IMPROVEMENT ALLOWANCE (AUG 2011)**

The Tenant Improvement Allowance (TIA) for purposes of this Lease is 48.40 per ABOA SF. The TIA is the amount that the Lessor shall make available for the Government to be used for the TIs. This amount is amortized in the rent over the firm term of this Lease at an annual interest rate of 6.75 percent.

**1.09 TENANT IMPROVEMENT RENTAL ADJUSTMENT (AUG 2011)**

A. The Government, at its sole discretion, shall make all decisions as to the use of the TI Allowance. The Government may use all or part of the TIA. The Government may return to the Lessor any unused portion of the TIA in exchange for a decrease in rent according to the agreed-upon amortization rate over the firm term.

B. The Government shall have the right to make lump sum payments for any or all work covered by the TIA. That part of the TIA amortized in the rent shall be reduced accordingly. At any time after occupancy and during the firm term of the Lease, the Government, at its sole discretion, may choose to pay lump sum for any part or all of the remaining unamortized balance of the TIA. If the Government elects to make a lump sum payment for the TIA after occupancy, the payment of the TIA by the Government will result in a decrease in the rent according to the amortization rate over the firm term of the Lease.

C. If it is anticipated that the Government will spend more than the allowance identified above, the Government shall have the right to either:

1. Reduce the TI requirements;
2. Pay lump sum for the overage upon substantial completion in accordance with the lease paragraph entitled "Acceptance of Space and Certificate of Occupancy;" or
3. Negotiate an increase in the rent.

**1.10 TENANT IMPROVEMENT FEE SCHEDULE (AUG 2011)**

For pricing TI Costs as defined herein, the following rates shall apply for the initial build-out of the Space.

	<b>INITIAL BUILD-OUT</b>
ARCHITECT/ENGINEER FEES ( % OF CONSTRUCTION COSTS)	<b>6%</b>
LESSOR'S PROJECT MANAGEMENT FEE (% OF CONSTRUCTION COSTS)	<b>2.5%</b>

**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 6.473 percent. The percentage of occupancy is derived by dividing the total Government space of 63,678 RSF by the total building space of 983,779 RSF.

**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 \$8.85 per rentable sq. ft (\$563,550.30/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:"

- \$55.00 per hour per zone
- No. of zones: 1
- \$55.00 per hour for the entire space.

**1.15 24-HOUR HVAC REQUIREMENT (APR 2011)**

The Government agrees to pay the Lessor \$5,100.00 annually for the cost to provide HVAC service to the LAN Room on a 24 hour, seven days a week basis per the requirements of the Lease. Within 30 days at the end of each lease year, the Lessor shall submit an invoice per Clause 18, Prompt Payment , of the General Causes, GSA Form 3517B attached to and made part of the Lease. The Government shall pay the Lessor in accordance with this clause.

**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:

Please see Section 7.