

U.S. GOVERNMENT
LEASE FOR REAL PROPERTY

DATE OF LEASE

11/18/11

LEASE NO.

GS-03B-11352

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

Walsh FBI Chesapeake, LLC

whose address is 929 West Adams Street
Chicago, IL 60607-3021

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:

131,463 Rentable Square Feet yielding approximately 120,442 ANSI/BOMA Office Area square feet and related space in a building to be constructed on the site in Oakbrooke Business and Technology Center (described in the Assignable Option to Purchase attached as Exhibit H) in Chesapeake, Virginia 23320-3706, together with 179 structured and 40 surface parking spaces, to be used for such purposes as determined by the General Services Administration.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on See Lease Rider Paragraph 13 through See Lease Rider Paragraph 13, subject to termination and renewal rights as may be hereinafter set forth.

3. The Government shall pay the Lessor annual rent of \$ See Lease Rider Paragraph 13 at the rate of See Lease Rider Paragraph 13 per month in arrears. Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

Walsh FBI Chesapeake, LLC
929 West Adams Street
Chicago, IL 60607-3021

4. ~~The Government may terminate this lease in whole or in part effective at any time after the (Firm Term) full year of occupancy by giving at least _____ 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: (Number of Options) (Option Term) year period(s) at the annual rental of \$ _____ (\$ _____ per ABOA square foot), plus accrued operating cost escalations 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.~~

LEASE NO. GS-03B-11352

Page 1 of _

INITIALS:

GM
LESSOR

& KL
GOV'T

6. The Lessor shall furnish to the Government, as part of the rental consideration, the following:

A. All services, utilities, maintenance, operations, and other considerations as set forth in this lease.

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

A. Rider to Lease GS-03B-11352

B. Solicitation for Offers # 7VA2057 Phase II and Amendments #1, 2, 3, 4, and 5

C. [Redacted] Nationwide Program of Requirements

D. GSA Form 3517B, "General Clauses"

E. GSA Form 3518, "Representations and Certifications"

F. 15.0 Appendix 3: Unit Price Matrix

G. Small Business Subcontracting Plan

H. Assignable Option to Purchase Agreement dated May 26, 2011

I. Walsh FBI Chesapeake, LLC's Technical Proposal dated November 23, 2010, as amended on April 22, 2011 and September 23, 2011 (Incorporated by Reference)

~~8. The following changes were made in this lease prior to its execution:-~~

This lease contains _____ pages

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

LESSOR, Walsh FBI Chesapeake, LLC

BY _____
[Redacted Signature]

929 W. Adams Street, Chicago, IL 60607
(Address)

IN PRESENCE _____
[Redacted Signature]

929 WEST ADAMS, CHICAGO, IL 60607
(Address)

UNITED STATES OF AMERICA GENERAL SERVICES ADMINISTRATION, PUBLIC BUILDINGS SERVICE

BY _____
[Redacted Signature]

Contracting Officer
(Official title)

RIDER TO LEASE GS-03B-11352

9. In no event shall the lessor enter into negotiations concerning the space leased with representatives of Federal agencies other than Contracting Officers and their designated representatives of the General Services Administration.

10. The total percentage of space occupied by the Government under the terms of the lease is equal to 100% percent of the total space available in the lessor's building, and will be used as the basis for computing the Government's pro-rata share of real estate taxes, as defined in the Annual Real Estate Tax Escalation Clause. The percentage of occupancy is derived by dividing the total Government space of 131,463 rentable square feet by the total building space of 131,463 rentable square feet.

11. For purposes of determining the base rate for future adjustments to the operating cost, the Government agrees that the base rate of \$6.50 per rentable square foot, is acceptable. This figure includes the Government's pro-rata share of operating costs.

12. Notwithstanding any other provision of this agreement requiring the Government to give notice to exercise any option contained herein for extension of the lease for additional space in the facility, or for purchase of the facility, the lessor shall notify the Contracting Officer, in writing, at least thirty (30) calendar days and no more than sixty (60) calendar days prior to the time the option must be exercised. In the event the lessor fails to notify the Government, as required by this paragraph, the Government shall have the right to exercise the option at anytime prior to the expiration of the lease. If GSA exercises the option to renew the lease, said rental will be based on the amount of operating cost adjustments accrued up to date of renewal and calculation on the basis of the new adjusted base rate for services and utilities.

13. Lessor shall complete the building shell as defined in the lease and complete all alterations, improvements, and repairs required by this lease, and deliver the leased premises ready for occupancy by the Government within twenty-one (21) calendar months from the date of notice to proceed from the Government. When Lessor has completed all such alterations, improvements, and repairs, Lessor shall promptly notify the Contracting Officer, who shall promptly cause the same to be inspected.

Upon the date of completion of such alterations, improvements, and repairs and inspection and acceptance by the Government, the term of this lease shall commence and shall continue for twenty (20) consecutive calendar years. The commencement date shall be more particularly set forth by a Supplemental Lease Agreement.

Upon acceptance of the leased premises by the Government, the same shall be measured and rental shall be paid, in accordance with Paragraph 27 General Clauses, GSA Form 3517, "Payment" at the rate of:

Lessor GAL Government KK

RIDER TO LEASE GS-03B-11352

Years 1 through 20:

The total annual rent of \$4,902,925.63 breaks down as follows:

Shell Rent: \$26.76 per Rentable Square Foot

Annual Rent for Amortized Tenant Improvements*: \$422,858.77 per year

Interest rate at which Tenant Alterations are amortized: 5.16%

Annual rent for Amortized Building Specific Security: \$107,607.48 per year

Annual Cost of Services: \$6.50 per Rentable Square Foot, plus accrued escalations per Paragraph 4.6 "Operating Costs"

14. In accordance with Paragraph 8.4, "Overtime Usage", of the lease, the additional cost to the Government for overtime HVAC services is \$95 per hour per floor for the office building and \$70 per hour per floor for the annex building.

15. In accordance with Paragraph 4.14, "Adjustment for Vacant Premises", of the lease, if the Government fails to occupy any portion of the lease premises or vacates the premises in whole or in part prior to expiration of the terms of the lease, the rental rate for the vacated portion of the space will be reduced by \$1.50 per ANSI/BOMA Office Area square foot.

16. The annual cost to provide 24 hour HVAC service to areas requiring 24 hour HVAC (per the POR, estimated to be 9,530 square feet requiring 6,250 hours HVAC service) is \$0.00.

17. The Lessor hereby waives, releases and discharges, and forever relinquishes any right to make a claim against the Government for waste, damages, or restoration arising from or related to (a) the Government's normal and customary use of the leased premises during the term of the lease (including any extensions thereof), as well as (b) any initial or subsequent alteration to the leased premises, including cabling, or removal thereof, during the term of this lease (including any extensions thereof), where such alterations or removals are performed by the Lessor or by the Government with the Lessor's consent, which shall not be unreasonably withheld. The Government may, at its sole option, abandon property in the leased space following expiration of the Lease, in which case the property will become the property of the Lessor and the Government will be relieved of any liability in connection therewith.

4

Lessor GMA Government KK

RIDER TO LEASE GS-03B-11352

18. Definitions:

- A. Where the word "Offeror" appears it shall be considered "Lessor"
- B. Where the word "should" appears it shall be considered to be "shall"
- C. Where the word(s) "Solicitation" or "Solicitation for Offers" appears it shall be considered to be "Lease".

19. In accordance with Paragraph 3.3, "How to Offer – Phase II (Jan 2010)", Subparagraph D.14, "Daily Delay Rate", the dollar-sum daily rate for compensable delays to which the Offeror may be entitled after award of the lease is \$7,233.00 per day.

20. In accordance with Paragraph 3.3, "How to Offer – Phase II (Jan 2010)", Subparagraph D.15, the percentage mark-up rates to be applied to change orders performed under the lease are as follows:

Offeror's Fee Schedule for additive Change Orders

- General Conditions will be 10% of the total subcontractor's costs
- General Contractor's Fee will be 5% of the total subcontractor's costs
- Architectural/Engineering Fees will be 6% of estimated costs
- Lessor's Project Management Fee will be 5% of the total costs

Offeror's Fee Schedule for deductive Change Orders

- General Conditions Credits will be 2% of the total subcontractor's costs
- General Contractor's Fee will be credited at 0% of the total subcontractor's costs
- Lessor's Project Management Fee will be credited at 0% of the total costs

21. In accordance with Paragraph 4.21, the Lessor must register in the Central Contractor Registration (CCR) (via the Internet at <http://www.ccr.gov>). Within sixty (60) calendar days after lease award, the Lessor shall provide an updated GSA Form 3518, Representations and Certifications, that provides the Lessor's Tax Identification Number (TIN), Data Universal Numbering System Number (DUNS Number), and confirmation that the Lessor is actively registered in CCR.

Lessor GAK Government HK