

U.S. GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE

JULY 1, 2009

LEASE NO.

GS-05B-17975

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

STANDARD BANK & TRUST COMPANY LAND TRUST #15232
DATED APRIL 25, 1996
WOODLAND PARK - WILLOWBROOK, L.L.C., AS BENEFICIARY

whose address is 16W347 83rd STREET, SUITE A
BURR RIDGE, ILLINOIS 60527-7971

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 considerations hereinafter mentioned, covenant and agree as follows:

1. The Lessor hereby leases to the Government the following described premises:

9,377 square feet of rentable space in a single story building at Woodland Park - Willowbrook, 555 Plainfield Road, Suite A in Willowbrook, Illinois 60527-7603. The rentable space shall yield 9,377 square feet of ANSI/BOMA office area square feet. Included in the rental consideration are thirty-eight (38) surface parking spaces. The site plan showing the leased premises and the proposed blocks of interior space are shown in the attached "Exhibit A".

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term estimated to begin on December 1, 2009 for a term of ten (10) years/ Five (5) years firm, subject to termination and renewal rights as may be hereinafter set forth.
3. The Government shall pay the Lessor annual rent as follows:

	Per RSF	Annually	Monthly
Year 1	\$31.30	\$293,500.10	\$24,458.34
Year 2	\$31.61	\$296,406.97	\$24,700.58
Year 3	\$31.93	\$299,407.61	\$24,950.63
Year 4	\$32.25	\$302,408.25	\$25,200.69
Year 5	\$32.58	\$305,502.66	\$25,458.56
Year 6	\$22.14	\$207,606.78	\$17,300.57
Year 7	\$22.48	\$210,794.96	\$17,566.25
Year 8	\$22.63	\$214,076.91	\$17,839.74
Year 9	\$23.19	\$217,452.63	\$18,121.05
Year 10	\$23.55	\$220,828.35	\$18,402.36

Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

Woodland Park Willowbrook, LLC
16W347 West 83rd Street, Suite A
Burr Ridge, Illinois 60527

4. The Government may terminate this lease at any time after the fifth (5th) full year of the term by giving at least ninety (90) day's 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. The Lessor shall furnish to the Government, as part to the rental consideration, the following:
All services and maintenance as provided in the SFO attached hereto, excluding electricity for the operation of office machines, tenant interior lighting, and equipment and gas used for heating the premises. Also, as part of the rental consideration, the lessor shall satisfy responsibilities and obligations as defined in the Solicitation for Offers No. GS-05B-17975 as amended and attached hereto.
6. The following are attached and made a part hereof:
(A) Solicitation for Offers No. GS-05B-17975 consisting of 40 pages, (B) Site Plan - Exhibit "A", consisting of 1 page, (C) Form B, Document Security Form, consisting of 2 pages, (D) GSA Form 3517B (Rev. 11/05) consisting of 33 pages, (E) GSA Form 3518 (Rev. 1/07) consisting of 7 pages, and (F) Agency's Special Requirements.

INITIALS:

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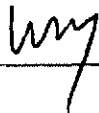
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IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR	
LESSOR SIGNATURE BY <i>William H. McNaughton</i>	NAME OF SIGNER <i>William H. McNaughton</i>
ADDRESS <i>16 W 347 83rd ST. Burr Ridge ILL. 60527</i>	
IN PRESENCE OF (SIGNATURE) <i>Pat M. Donahue III</i>	TITLE OF SIGNER <i>MANAGER</i>
ADDRESS <i>16 W 347 83rd ST. Burr Ridge IL, 60527</i>	
UNITED STATES OF AMERICA	
SIGNATURE <i>Christine M. Becker</i>	NAME OF SIGNER: CHRISTINE BECKER
	OFFICIAL TITLE OF SIGNER CONTRACTING OFFICER

7. The date of this lease, July 1, 2009 is the date this contract was formed as a result of the Government's acceptance of the Lessor's Final Proposal Revision dated April 20, 2009 submitted by the Lessor under SFO No. GS-05B-17975. This lease reflects the terms and conditions of the accepted Final Proposal Revision.
8. The commencement date of December 1, 2009, as stated in Paragraph 2 of the lease is the estimated beginning date. The actual commencement date will be established by Supplemental Lease Agreement to the lease, if necessary. The lease will then be in effect for 10 years, 5 years firm.
9. In accordance with Paragraph 3.3 of the SFO, the Government will occupy 11.2% of the ANSI/BOMA office area square feet in a complex of three (3) buildings with a total of 83,731 rentable square feet under one (1) real estate tax Parcel Number, 09-23-407-057, in DuPage County Illinois.
10. For the purpose of operating cost escalations, the operating cost base in accordance with Paragraph 3.6 of the Solicitation for Offers shall be \$ 3.62 per rentable square foot, \$33,944.74 annually.
11. In accordance with Paragraph 3.9 of the Solicitation for Offers, the common area factor (CAF) is established as 1.0%.
12. In accordance with Paragraph 3.16 of the SFO, Design Intent Drawings shall be due from the Lessor within 45 working days from award. The Lessor's working/construction drawings shall be due to the Government within 20 working days of the Government's approval of the design intent drawings. After receiving the notice to proceed from the Government, the Lessor shall complete the Tenant Improvements within 75 days of issuance of a construction permit from the Village of Willowbrook, Illinois. The permit application shall be delivered to the village simultaneously with delivery of the working/construction drawings to the Government.
13. Novation and Change of name:
 - A. In the event of a transfer of ownership of the lease premises, an assignment of lease or a change in the Lessor's legal name, the Lessor must comply with the requirements of Subpart 42.12 of the Federal Acquisition Regulations (FAR).
 - B. The Government and the Lessor may execute a Change of Name Agreement where only a change of the Lessor's name is involved and the Government's and the Lessor's rights and obligations remain unaffected. A sample form is found at FAR 42.1205
 - C. The Government, the Lessor and the successor in interest may execute a Novation Agreement when the Lessor's rights or obligations under the lease are legally transferred.
 - D. In addition to all documents required by Far 42.1204, the Contracting Officer may request additional information (i.e., copy of the deed, bill of sale, certificate of merger, contract, court decree, articles of incorporation, operation agreement, partnership certificate of good standing, etc.) from the transferor or transferee to validate the proposed changes.
 - E. The transferee must submit a new GSA Form 3518, Representations and Certifications.
 - F. Any separate agreement between the transferor and transferee regarding the assumption of liabilities shall be referenced specifically in the Novation Agreement.

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- G. When it is in the best interest of the Government not to concur in the transfer of a contract from one entity to another, the original contractor remains under contractual obligation to the Government. The applicability of novation agreements is detailed at FAR 42.1204.
 - H. When executed on behalf of the Government, a Novation Agreement will be made part of the lease via Supplemental Lease Agreement.
 - I. In the event of a change in ownership, rent will continue to be paid to the prior Lessor until the Supplemental Lease Agreement is executed by the Government. New Lessors must comply with all provisions of this Lease, including but not limited to, Central Contractor Registration and the provision of all information required by the Contracting Officer.
 - J. Notwithstanding anything to the contrary in this Lease, the Government has no obligation to recognize a change of ownership or interest until (1) the payment of rent has commenced; and (2) any amounts due and owing to the Government hereunder have been paid in full or completely set off against this Lease.
14. If the property housing the leased premises is sold or transferred, the following information is required before the Government can acknowledge the successor in interest and change the payee for rent or other payments:
- (I) Evidence of the transfer of title;
 - (II) A letter from the successor lessor (transferee) assuming, approving, and adopting the lease and agreeing to be bound by its terms.
 - (III) A letter from the prior lessor (transferee) 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 for the new owner.
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 to the new owner(s) upon final settlement of the estate.
16. It is agreed by the parties hereto that 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 the 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 the Government.
17. All questions pertaining to this lease shall be referred to the Contracting Officer of the General Services Administration or his/her designee. The Government occupant is not authorized to administer the lease. The General Services Administration assumes no responsibility for any cost incurred by the Lessor except as provided by the term of this lease or authorized in writing by the Contracting Officer or his/her designee.
18. The Contracting Officer represents the General Services Administration as agent with authority to enter into this lease on behalf of the Government and executed this document in his official capacity only, and not as an individual.

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19. In accordance with Paragraph 1.8 of the Solicitation for Offers, the Lessor agrees to provide up to \$420,277.14 towards the cost of the improvements. Pursuant to Paragraph 1.11 of the Solicitation for Offers, 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 7.5% amortization rate. The refund will be a credit of the rent equally spread out throughout the firm lease term (60 months). In the event that the Tenant Improvement Cost is greater than the amount provided above, Lessor agrees to amortize the additional cost at 7.5% throughout the firm lease term, or the Government may choose to pay lump sum for any part of the Tenant Improvement Cost. The Government and the Lessor must agree on any additional Tenant Improvement cost through a Supplemental Lease Agreement.
20. The Lessor's tax identification number is (TIN) [REDACTED] and DUNS number is 830549759.
21. The Lessor shall provide thirty-eight (38) surface, non-reserved parking spaces.
22. Standard light switches shall be used in lieu of occupancy sensors pursuant to Section 6.19, e. of the SFO.
23. Section 6.8, C, 1 and 2 – VENTILATION, of the SFO, are hereby deleted.

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