

U.S. GOVERNMENT  
LEASE FOR REAL PROPERTY

DATE OF LEASE  
March 18, 2010

LEASE NO.  
GS-05B-18528

THIS LEASE, made and entered into this date by and between  
ROGERS INDUSTRIAL PARK, AN ILLINOIS LIMITED PARTNERSHIP  
BY DAHL ELECTRIC, AN ILLINOIS CORPORATION  
3170 DES PLAINES AVENUE  
whose address is DES PLAINES, ILLINOIS 60018

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:

A total of 13,000 ANSI/BOMA square feet of space, consisting of 2,800 square feet of office and 10,200 square feet of warehouse space, located on the ground floor of 1651 Carmen Drive, Elk Grove Village, Illinois 60018 with thirty-three (33) 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 April 1, 2010 through March 31, 2015 subject to termination rights as may be hereinafter set forth.
3. The Government shall pay the Lessor annual rent in accordance with Paragraph 9 in the attachment. All rent will be paid in arrears. Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

ROGERS INDUSTRIAL PARK  
DEPT 77-7258  
CHICAGO, ILLINOIS 60678

4. The Government may terminate this lease at any time on or after March 31, 2013, by giving at least 60 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:

All services, utilities and maintenance as provided in the attachments. The Lessor will be responsible for all costs pertaining to common areas (including interior and exterior lighting). Also, as part of the rental consideration, the lessor shall satisfy responsibilities and obligations as defined in the Solicitation for Offers No. GS-05B-18528.

The Lessor will provide on-site, thirty three (33) vehicle parking spaces at no additional cost to the Government.

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

(A) Attachment 1, Paragraphs 9 through 16 of this lease consisting of 2 pages; (B) Solicitation for Offers No. GS-05B-18528 consisting of 45 pages; (C) GSA Form 3517B (Rev. 12/03) consisting of 33 pages; (D) GSA Form 3518 (Rev. 1/07) consisting of 7 pages.


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

Paragraph 5 of Standard Form 2 has been deleted in its entirety.

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

LESSOR **ROGERS INDUSTRIAL PARK, AN ILLINOIS LIMITED PARTNERSHIP BY DAHL ELECTRIC CO., AN ILLINOIS CORPORATION, GENERAL PARTNER**

BY

  
(Signature)

(Signature)

IN PRESENCE OF:

  
(Signature)

UNITED STATES OF AMERICA **GENERAL SERVICES ADMINISTRATION**

BY

  
CHERYL D. EXCELLENT  
(Signature)

Contracting Officer

(Official title)

2010-Jul-14 03:55 PM General Services Administration 312-886-4750

2/2

ATTACHMENT NO. 1  
LEASE NO. GS-05B-18528  
ELK GROVE VILLAGE, IL  
PAGE 1 OF 2

The date of this lease, March 15, 2010, is the date this contract was formed as a result of the Government's acceptance of the Lessor's Best and Final Offer of November 30, 2009, submitted by the Lessor under SFO GS-05B-18528. This lease reflects the terms and conditions of the accepted Best and Final Offer.

9. The Government shall pay the Lessor annual rent of approximately \$105,374.33 at a rate of \$,781.19 per month in arrears. The rental shall be computed as follows:

14,950 rentable square feet of space at 7.05 per square foot per annum which includes 13,000 ANSI/BOMA square feet. Shell rent is \$5.71/ rentable square foot with operating cost at \$1.34 per rentable square foot.

The annual rental will be subject to adjustment per the terms of Section 4.3 (Operating Cost) of the lease.

- ~~10. The base cost for future operating cost adjustments under the SFO attachment to the lease shall be \$1.04 per ANSI/BOMA rentable square foot.~~ *cancel*

11. It is understood and agreed that for real estate tax adjustment purposes, the Government occupies 27.30 percent of the ANSI/BOMA warehouse and office space in the entire building, but there will be no tax adjustments made.

12. The following issues must be addressed within 90 days of the effective date of this lease:

- A new light switch must be installed for the lights located in the back of the warehouse area.
- Replace all damaged cinder blocks along the bottom of the South Wall.
- New paint is required for the entire office portion of the space.
- Shampoo all carpeted areas. If replacement is necessary, it must be provided in accordance with the specifications provided in the SFO attachment.

13. The Lessor shall not construct, change, alter, remove, or add to the leased area of the premises without prior written notification and approval from the General Services Administration (the Contracting Officer or his representative).

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.

- Evidence of the transfer of title.
- A letter from the successor Lessor (transferee) assuming, approving the lease and agreeing to be bound by its terms.
- A letter from the 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.

WITNESSES

GOVERNMENT

ATTACHMENT NO. 1  
LEASE NO. GS-05B-18528  
ELK GROVE VILLAGE, IL  
PAGE 2 OF 2

- d. The IRS tax identification number for the new owner.
  - e. 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.
14. 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.
15. 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.
16. 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.

INITIALS: *[Signature]* & *[Signature]*  
LESSOR GOVERNMENT