



Tenancy Agreement Special Form for GSA

Facility Name/Location

11600 W Irving Park Road
Chicago IL 60666-9998

TENANCY AGREEMENT
NUMBER: IL 60666-001

1. THIS agreement is entered into, by and between the UNITED STATES POSTAL SERVICE, hereinafter called USPS, and the UNITED STATES OF AMERICA, GENERAL SERVICES ADMINISTRATION, hereinafter called GSA, for the use and occupancy in the above described property, under the terms and subject to the conditions contained herein.

2. USPS hereby rents to GSA the following areas in the above described facility:

17,078 usable square feet other _____
_____ rentable square feet, if applicable _____
_____ structured parking spaces _____
6 surface parking spaces

3. TO HAVE AND TO HOLD the premises with their appurtenances for the fixed term beginning November 1, 2010 and ending October 31, 2020 for a total of 10 years.

4. Termination:

a. USPS may terminate this Agreement, without obligation, at anytime by giving sixty (60) days prior written notice to GSA. However, in the event of such termination, GSA will not be responsible for any reimbursement of outstanding balances for tenant improvements, unless the termination is for cause in which case GSA shall remain responsible for the reimbursement of outstanding balances for tenant improvements.

b. GSA may terminate this agreement or relinquish a portion of the space if fully marketable, as determined by USPS in its sole discretion, at anytime by giving four (4) months' prior written notice to USPS. In addition to the four (4) months' rent, GSA agrees to pay any unamortized balance of any tenant improvements financed through USPS, plus any rent concession not yet earned.

5. GSA shall pay USPS an annual rent as specified below. The specified rent is for all services and is a composite of shell rent plus operating costs and amortized tenant improvements, if applicable. It may also include additional charges for above normal operating expenses, security, parking and other items such as antenna installations. Each component included in the rent is itemized in Exhibit "A", Rent Calculation, and is based on USPS Rental Valuation Policy.

<u>\$748,923.42</u>	for the period of November 1, 2010	to September 30, 2011.
<u>\$821,079.85</u>	for the period of October 1, 2011	to September 30, 2012.
<u>\$825,315.24</u>	for the period of October 1, 2012	to September 30, 2013.
<u>\$829,720.04</u>	for the period of October 1, 2013	to September 30, 2014.
<u>\$834,301.04</u>	for the period of October 1, 2014	to September 30, 2015.
<u>\$839,110.95</u>	for the period of October 1, 2015	to September 30, 2016.
<u>\$844,067.57</u>	for the period of October 1, 2016	to September 30, 2017.
<u>\$849,222.47</u>	for the period of October 1, 2017	to September 30, 2018.
<u>\$854,583.57</u>	for the period of October 1, 2018	to September 30, 2019.
<u>\$860,159.10</u>	for the period of October 1, 2019	to September 30, 2020.
<u>\$ 72,163.14</u>	for the period of October 1, 2020	to October 31, 2020.

Rent is payable monthly in arrears. Rents for part of a month shall be prorated. All payments shall be made payable to the Disbursing Officer, United States Postal Service, and contain the following Postal Service finance/sublocation number for identification purposes: 16004-001. All payments are to be paid by check, electronic funds transfer, or Treasury check and delivered to the Disbursing Officer, Accounting Service Center, U.S. Postal Service, P.O. Box 21888, Eagan, MN 55121-0888 by mail or otherwise on or before the last day of each month.

6. Except for telephone and/or other telecommunication services, USPS shall furnish GSA with all utilities as presently installed. USPS will provide custodial services per Handbook MS-47, Housekeeping - Postal Facilities, and any other then current USPS standards for custodial services. USPS agrees to maintain temperatures in the premises in accordance with the recommendations contained in Handbook AS-558, Facility Energy Management Guide, and any other then current USPS energy guidelines.
7. GSA has inspected and knows the condition of the premises and agrees, except for latent defects, to accept same in its 'as is' condition without any obligation on the part of USPS to make any additions, improvements or alterations thereto.
8. Additions, Improvements, Repairs or Alterations
- a. Except where there is imminent danger to human health and safety, GSA shall not make any additions, improvements, repairs, or alterations to the premises, without the prior written consent of USPS in each and every instance. USPS agrees that such consent shall not be unreasonably withheld. If this provision is violated, GSA is responsible for the cost of removal and restoration, plus applicable administrative cost
- b. In the event USPS consents to GSA making any additions, improvements, repairs, or alterations to the premises, GSA shall comply with all applicable federal laws, ordinances and regulations and obtain and pay for all licenses and permits as may be required.
- c. USPS may fund some or all tenant improvements, in its sole and absolute discretion. GSA agrees that USPS will amortize, through a specific charge in the invoice for rent, any such costs funded by USPS. Any such amortization will be shown in Exhibit "A", Rent Calculation. GSA is responsible for any tenant improvement cost not funded by USPS.
9. USPS shall, except for damages resulting from the act or negligence of GSA, its agents or employees, maintain in good repair and tenable condition the building shell elements. Subject to the prior written approval of USPS, said approval not to be unreasonably withheld, GSA agrees to fund the replacement and renewal or alteration of tenant improvements, including, but not limited to, new carpeting and repainting.
10. GSA shall use reasonable care in the occupation and use of the premises. Upon the expiration or termination of this agreement, GSA shall vacate the premises, remove its property therefrom and forthwith yield and place USPS in peaceful possession of the premises, free and clear of any liens, claims, or encumbrances caused by GSA and in as good condition as the premises existed at the commencement of this agreement, ordinary wear and tear excepted.
11. GSA agrees not to use the premises in any way which, in the judgement of the USPS, poses a hazard to the USPS, the general public, the premises, other tenants, or the building in part or whole; nor shall GSA use the premises so as to cause damage, annoyance, nuisance or inconvenience to the building occupants or others.
12. GSA, GSA's agents, employees, invitees and visitors may use the premises only for lawful purposes consistent with the requirements of applicable laws, codes and regulations, and shall comply fully with all applicable Rules and Regulations Governing Conduct on Postal Property (Title 39, Code of Federal Regulations, Part 232) as attached hereto or subsequently amended.
13. (a) USPS reserves the right to enter the premises at all reasonable hours to inspect it, show same or to make such repairs, additions or alterations, as USPS considers necessary.
- (b) Except in emergency situations, GSA or its customers must give prior consent for USPS to enter its occupied space and the Postal Service must provide reasonable advance notice.
14. USPS shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the use and occupation of the premises, nor for damages to the property or injuries to the person of GSA or of others who may be on said premises at GSA's invitation and GSA shall hold USPS harmless from any and all claims for such damages or injuries

to the extent permitted under Federal law and only to the extent of available appropriations. In the event no funds are available to GSA at the time that GSA needs such funds to reimburse the USPS as contemplated above, GSA agrees that it will diligently seek to obtain additional appropriations for such purposes.

15. Dispute Resolution

a. Mediation. The parties, for a period of not less than sixty (60) days, agree to mediate all controversies or disputes arising from this agreement, or the renewal thereof, and to make good faith efforts to resolve such disputes, prior to initiating an arbitration proceeding pursuant to Paragraph 15.b. The parties shall mutually agree on the mediator, and shall share equally all costs of the mediation. Any resolution signed by both parties resulting from the mediation shall be final and binding on the parties to the extent permitted under Federal law and only to the extent of available appropriations. In the event no funds are available to GSA at the time that GSA needs such funds to reimburse the USPS as contemplated above, GSA agrees that it will diligently seek to obtain additional appropriations for such purposes.

b. Arbitration. Following the parties' compliance with Paragraph 15.a, all disputes arising from or relating to this agreement, shall be resolved through arbitration binding upon the parties in Washington, D.C., under and subject to the Commercial Arbitration Rules of the American Arbitration Association ("AAA") then in effect. The arbitration shall be before a panel of three (3) arbitrators, chosen according to the rules of the AAA from among its Panel of Commercial Arbitrators within two (2) weeks of the first filing before the AAA, each of whom shall be and remain independent of the Parties. USPS shall appoint one arbitrator, GSA shall appoint one (1) arbitrator, and the two (2) appointed arbitrators shall choose the third (3rd) arbitrator who will act as the chairperson of the arbitration. If the two (2) arbitrators appointed by the parties are not able to agree on the third arbitrator within thirty (30) days from the date that the last such arbitrator was appointed, the third arbitrator shall be appointed by the AAA. Each of such appointees must, however, meet the qualifications set forth in the second sentence of this paragraph. The arbitrator shall be bound by and required to apply federal law, with respect to all substantive and procedural law applicable to the interpretation of this agreement, its enforcement, and the responsibilities and duties of the parties which arise out of this agreement. The parties agree to be bound by any decision of the arbitrator to the extent permitted under Federal law and only to the extent of available appropriations. In the event no funds are available to GSA at the time that GSA needs such funds to reimburse the USPS as contemplated above, GSA agrees that it will diligently seek to obtain additional appropriations for such purposes.

16. GSA's or its tenant agency's name and location may be placed on the building directory, floor directory and/or door plate, if the building is so equipped. No signs of the GSA shall otherwise be placed inside or outside of the premises unless specifically authorized by the USPS in writing.

17. All terms and conditions of this agreement may be modified by the mutual consent of the parties. The failure of the parties to insist in any one or more instance upon performance of any of the terms, covenants, or conditions of this agreement shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant, or condition. The parties' obligation with respect to such future performance shall continue in full force and effect.

18. Any notice or advice to or demand upon GSA shall be in writing and shall be deemed to have been given or made on the day when it is deposited in the mail by certified mail to the GSA's address indicated on the signature page herein, or at such other address as GSA may hereafter from time to time specify in writing for such purpose. Any notice or advice to or demand upon USPS shall be in writing and shall be deemed to have been given or made on the day when it is deposited in the mail by certified mail to the USPS's Contracting Officer at the address indicated on the signature page herein, or at such other address as USPS's Contracting Officer may hereafter from time to time specify in writing for such purpose. The Contracting Officer is the USPS's representative and is the only person who has authority to sign or amend the terms or conditions of this agreement on behalf of USPS. To be binding on GSA, any amendment or modification to the terms or conditions of this Agreement must be in writing and agreed to by a GSA official authorized to bind the agency.

19. (a) GSA shall neither transfer nor assign this agreement or any of its rights hereunder, nor sublet the premises or any part thereof or any property thereon nor grant any interest, privilege or license whatsoever in connection with this Agreement

(other than to a federal entity) without the prior written consent of the USPS's Contracting Officer. In all events, GSA shall remain obligated to pay rent and to perform all other covenants under this Agreement.

(b) GSA may assign federal agency tenants to its space with prior notice to USPS and without further authorization.

(c) In the event that USPS consents to GSA leasing or subleasing all or any portion of the premises to a party other than a federal entity, and a state or local tax is imposed upon the occupancy, use, possession, or leasehold interest of or in the premises, the obligation for the payment of the tax will be wholly that of GSA.

20. Access to the space may be available seven (7) days a week, 24 hours per day, depending on access and postal operational requirements. GSA hours of operation are 7:00 a.m. to 5:00 p.m. However, regularly scheduled use, with the exception of nominal lighting and use of office equipment, beyond one 11-hour shift per day and/or 5 days per week, or involving electrical usage above that of normal commercial office space (as determined by USPS in its sole and reasonable discretion), is subject to an additional charge to compensate for additional services and/or utilities.

21. Hazardous/Toxic Conditions Clause:

- a. USPS as owner, and GSA as tenant, shall comply with all federal, and other applicable rules, laws, regulations, ordinances and licensing or permit requirements which affect the environment and physical integrity of the premises or its surrounding area. If any activity of GSA or its tenant agency(s) involves the storage on premises, shipping to or from the premises or any use on the premises of any material, chemical or agent that qualifies as a hazardous or toxic substance under federal, or other applicable regulations or is an unregulated substance that has hazardous characteristics and is used, stored or transported in sufficient quantities to qualify as hazardous material, then it is the obligation of GSA to ensure that all applicable regulations, licensing or permit requirements are complied with and copies of all licenses, permits or authorizations for the use, shipment, storage or transport of such materials are forwarded to the Contracting Officer as well as copies of any citations or listing of infractions and subsequent corrections by GSA or its tenant agency(s). Copies of any changes in any and all licenses or permits must be forwarded to the Contracting Officer. Where more than one rule or regulation applies, the more stringent will apply. If any federal or other applicable law, regulation, rule or ordinance requires the filing of periodic reports by GSA or its tenant agency(s), it shall be the obligation of GSA under this agreement to file a copy of any such periodic report(s) with the Postal Service Contracting Officer at the same time such report(s) is filed with the federal, state or local government or its assignee.
- b. If any contamination or toxic condition, as reasonably determined by the Contracting Officer, occurs due to the handling, use, storage or transfer by the GSA or its tenant(s) of any material, whether such contamination, violation or hazardous condition is discovered during the term or after the expiration of this agreement, GSA shall be solely responsible for removal or remediation of the hazardous or toxic condition in accordance with federal or other applicable regulations and permit requirements. Notwithstanding any other clause in this section or in the agreement, GSA or its tenant agency(s) shall remove all hazardous material from the property at the expiration of the Agreement and provide copies of all permits, notices and manifests required for such removal to the Contracting Officer.
- c. Subject to the conditions in paragraphs 13.a and 13.b, USPS has the right to enter GSA-occupied space to inspect or remedy any imminent threats to life and safety. Reciprocally, GSA has the right to enter USPS-occupied space to inspect or remedy any imminent threats to life and safety.

22. On 11-1-10 or upon completion of the CBP improvements, the GSA agrees to reimburse the USPS by amortizing the lump sum amount of \$2,273,210.00 payable monthly as additional rent over a 10-year term in accordance with the Tenancy Agreement Exhibits A-1 and A-(2).



**Tenancy Agreement
Special Form for GSA**

Accepted on behalf of the UNITED STATES OF AMERICA this 14 day of September, 2010

GENERAL SERVICES ADMINISTRATION

Zlata Godsel
Contracting Officer

Zlata Godsel
Signature of Contracting Officer

GSA Address: 220 S. Dearborn, #3300, Chicago IL 60604
Telephone No: 312. 896. 5603

Tax Id:

Duns Number:

ACCEPTANCE BY THE POSTAL SERVICE

Date: 9/23/10

Acceptance by the Postal Service:

Gabriel Benvenuto
Contracting Officer

Gabriel Benvenuto
Signature of Contracting Officer

160 Inverness Drive West, Suite 400, Englewood, CO 80112-5005
Address of Contracting Officer

Contact Person: Steve Vera, 303.220.6508

Rules and Regulations Governing Conduct on Postal Property

A. APPLICABILITY

These rules and regulations apply to all real property under the charge and control of the Postal Service, to all tenant agencies and to all persons entering on or on such property.

B. RECORDING PRESENCE

Except as otherwise ordered, properties must be closed to the public after normal business hours. Properties also may be closed to the public in emergency situations and at such times as may be necessary for the orderly conduct of business. Admission to properties when such properties are closed to the public may be limited to authorized individuals who may be required to sign the register and display identification documents when requested by security force personnel or other authorized individuals.

C. GENERAL RESTRICTIONS

1. *Preservation of Property.* Improperly disposing of rubbish, spitting, creating any hazard to persons or things, throwing articles of any kind from a building, climbing upon the roof or any part of a building, or willfully destroying, damaging, or removing any property or any part thereof, is prohibited.
2. *Conformity with Signs and Directions.* All persons in and on the property shall comply with official signs of a prohibitory or directory nature, and with the directions of security force personnel or other authorized individuals.
3. *Inspection.* Purses, briefcases, and other containers brought into, while on, or being removed from the property are subject to inspection. However, items brought directly to a postal facility's customer mailing acceptance area and deposited in the mail are not subject to inspection, except as provided by section 274 of the Administrative Support Manual. A person arrested for violation of this section may be searched incident to that arrest.

D. SPECIFIC RESTRICTIONS

1. *Disturbances.* Disorderly conduct, or conduct which creates loud and unusual noise, or which obstructs the usual use of entrances, foyers, corridors, offices, elevators, stairways, and parking lots, or which otherwise tends to impede or disturb the public employees in the performance of their duties, or which otherwise impedes or disturbs the general public in transacting business or obtaining the services provided on property, is prohibited.
2. *Gambling.* Participating in games for money or other personal property, the operating of gambling devices, the conduct of a lottery or pool, or the selling or purchasing of lottery tickets, is prohibited on postal premises. This prohibition does not apply to the vending or exchange of state lottery tickets at vending facilities operated by licensed blind persons where such lotteries are authorized by state law.
3. *Alcoholic Beverages and Drugs.* A person under the influence of an alcoholic beverage or any drug that has been defined as a "controlled substance" may not enter postal property or operate a motor vehicle on postal property. The possession, sale, or use of any "controlled substance" (except when permitted by law) or the sale or use of any alcoholic beverage (except as authorized by the Postmaster General or designee) on postal premises is prohibited. The term "controlled substance" is defined in section 802 of title 21 U.S.C.

4. *Smoking and Sale of Tobacco Products in Vending Machines.*

- a. Smoking (defined as having a lighted cigar, cigarette, pipe, or other smoking material) is prohibited in all postal buildings and office space including public lobbies.
- b. The sale of tobacco products in vending machines located in or around postal property is prohibited. The distribution of free samples of tobacco products in or around postal property is also prohibited. The term "tobacco product" means cigarettes, cigars, little cigars, pipe tobacco, smokeless tobacco, snuff, and chewing tobacco.

3. *Soliciting, Electioneering, Collecting Debts, Vending, and Advertising.* Soliciting alms and contributions, campaigning for election to any public office, collecting private debts, commercial soliciting and vending, (including but not limited to, the vending of newspapers and other publications), the display or distribution of commercial advertising on postal premises, soliciting signatures on petitions, polls, or surveys (except as otherwise authorized by Postal Service regulations), and impeding ingress to or egress from post offices are prohibited. These prohibitions do not apply to:

- a. Commercial or nonprofit activities performed under contract with the Postal Service or pursuant to the provisions of the Randolph-Sheppard Act;
- b. Posting notices on bulletin boards as authorized in POSTAL OPERATIONS MANUAL 124.55;
- c. The solicitation of Postal Service and other federal military and civilian personnel for contributions by recognized agencies as authorized by the Manual on Fund Raising within the Federal Service issued under Executive Order 10927 of March 13, 1961.

6. *Leafleting, picketing, etc.* Leafleting, distributing literature, picketing, and demonstrating by members of the public are prohibited in lobbies and other interior areas of postal buildings open to the public. Public assembly and public address, except when conducted or sponsored by the Postal Service, are also prohibited in lobbies and other interior areas of postal buildings open to the public.

7. *Voter registration.* Voter registration may be conducted on postal premises only in full accordance with the requirements of 39 CFR 232.1(h)(4).

8. *Placement of furniture, etc.* Except as part of postal activities or activities associated with those permitted under paragraph D.7 above, no tables, chairs, freestanding signs or posters, structures, or furniture of any type may be placed in postal lobbies or on postal walkways, steps, plazas, lawns or landscaped areas, driveways, parking lots, or other exterior spaces.

9. *Depositing Literature.* The depositing or posting of handbills, flyers, pamphlets, signs, posters, placards, or other literature except official postal and other governmental notices and announcements on the grounds, walks, driveways, parking and maneuvering area, exteriors of buildings and other structures, or on the floors, walls, stairs, racks, counters, desks, writing tables, window ledges, or furnishings, in interior public areas on postal premises is prohibited. This prohibition does not apply to:

- a. Posting notices on bulletin boards as authorized in 124.55, POSTAL OPERATIONS MANUAL.
- b. Interior space assigned to tenancies for their exclusive use.

10. *Photographs for News, Advertising, or Commercial Purposes.* Except as prohibited by official signs or the directions of security force personnel or other authorized personnel or a federal court order or rule, photographs for news purposes may be taken in entrances, lobbies, foyers, corridors, or auditoriums when used for public meeting. Other photographs may be taken only with the permission of the local postmaster or installation head.

11. *Dogs and Other Animals.* Dogs and other animals, except those used to assist persons with disabilities, must not be brought upon postal property for other than official purposes.

12. *Vehicular and Pedestrian Traffic*

a. Drivers of all vehicles in or on postal premises shall drive in a careful and safe manner at all times and shall comply with signals and directions of security force personnel, other authorized individuals, and all posted traffic signs.

b. The blocking of entrances, driveways, walks, loading platforms, or fire hydrants is prohibited.

c. Parking without authority, parking in unauthorized locations or in locations reserved for other persons, or continuously in excess of 18 hours without permission, or contrary to the direction of posted signs is prohibited. The section may be supplemented by the postmaster or installation head from time to time by the issuance and posting of specific traffic directives as may be required. When so issued and posted, such directives shall have the same force and effect as if made a part thereof.

13. *Weapons and Explosives.* No person while on postal property shall carry firearms, other dangerous or deadly weapons, or explosives, either openly or concealed, or store the same on postal property, except for official purposes.

E. POSTAL SECURITY FORCE

Members of the U.S. Postal Security Force shall exercise the powers of special policemen provided by 40 U.S.C. 318 and shall be responsible for enforcing the regulations in this notice in a manner that will protect Postal Service property. Postal inspectors, Office of Inspector General Criminal Investigators, and other persons designated by the chief Postal Inspector may likewise enforce these regulations.