LEASE NO. GS-05P-LIL19806 ひをん

Simplified Lease GSA FORM L201A (March 2013)

This Lease is made and entered into between Lessor's Full Legal Name (exactly as listed in the System for Award Management) Jeffrey Richardson, (DUNS #614509169) (Lessor), whose principal place of business address is | 5 and whose interest in the Property described herein is that of Fee Owner, and The United States of America (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: Lessor hereby leases to the Government the Premises described herein, being all or a portion of the Property located at Aspen Ridge Business Park, 650 Peace Road, Sulte G, De Kalb, IL 60115-8401 and more fully described in Section 1, together with rights to the use of parking and other areas as set forth herein, to be used for such purposes as determined by GSA. **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 10 Years, 5 Years Firm, subject to termination and renewal rights as may be hereinafter set forth. The commencement date of this Lease, estimated to be January 20, 2014, along with any applicable termination and renewal rights, shall be 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. PEGGY J. IVARKA Title: <u>OWNER</u> Lease Contracting Officer Entity Name: ___ General Services Administration, Public Buildings Service WITNESSED FOR THE LESSOR BY: Date: 2-07-2014

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GOVERNMENT:

GSA FORM L201A (03/13)

SECTION 1 THE PREMISES, RENT, AND OTHER TERMS

1.01 THE PREMISES (SIMPLIFIED) (AUG 2011)

The Premises are described as follows:

Office and Related Space: 4,320 rentable square feet (RSF), yielding 4,240 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related space based upon a common area factor of 1.018867925 percent, located on the first floor and known as Suite G, of the Building, as depicted on the floor plan(s) attached hereto as Exhibit A. Ten (10) reserved surface parking spaces are included in the rental consideration noted in Section 1.03.

1.02 EXPRESS APPURTENANT RIGHTS (SIMPLIFIED) (JUN 2012)

The Government shall have the non-exclusive right to the use of Appurtenant Areas, and shall have the right to post Rules and Regulations Governing Conduct on Federal Property, Title 41, CFR, Part 102-74, Subpart C, within such areas. The Government will coordinate with Lessor to ensure signage is consistent with Lessor's standards. Appurtenant to the Premises and included in the Lease are rights to use parking as described under Block 16 of Exhibit A, Simplified Lease Proposal, GSA Form 1364A. 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.

1.03 RENTAL CONSIDERATION FOR SIMPLIFIED LEASES (JUN 2012)

A. The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates;

	FIRM TERM	NON-FIRM TERM	
	Annual Rent	Annual Rent	
Shell Rent	\$ 46,353.60	\$ 50,673.60	
Tenant Improvements rent ¹	\$ 8,653.36	\$ 0.00	
Operating Costs	\$ 18,878.40	\$ 21,902.40	
Total Annual Rent	\$ 73,885.36	\$ 72,576.00	

¹The Tenant Improvements of \$37,300.00 are amortized at a rate of 6.0 percent per annum over 5 years.

- B. Rent is subject to adjustment based upon a physical mutual measurement of the Space upon acceptance, not to exceed **4,240** ABOA SF based upon the methodology outlined under the "Payment" clause of GSA Form 3517.
- C. 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.
- Rent shall not be adjusted for changes in taxes or operating costs.
- E. Rental consideration includes all services and utilities identified in Section 6 of this Lease.
- 1.04 INTENTIONALLY DELETED
- 1.05 TERMINATION RIGHTS (SIMPLIFIED) (JUN 2012)

The Government may terminate this Lease, in whole or in part, at any time 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. No rental shall accrue after the effective date of termination.

1.06 INTENTIONALLY DELETED

1.07 DOCUMENTS INCORPORATED IN THE LEASE (SIMPLIFIED) (SEP 2012)

The following documents are as attached to and made part of the Lease:

LESSOR: GOVERNMENT:

DOCUMENT NAME	No. of Pages	Ехнівіт
Representations and Certifications (GSA Form 3518A)	•	
Security Requirements	i	
Floor Plan Delineating the Premises		

- 1.08 INTENTIONALLY DELETED
- 1.09 INTENTIONALLY DELETED
- 1.10 INTENTIONALLY DELETED

1.11 HUBZONE SMALL BUSINESS CONCERNS ADDITIONAL PERFORMANCE REQUIREMENTS (MAR 2012)

If the Lessor is a qualified HUBZone small business concern (SBC) that did not waive the price evaluation preference then as required by 13 C.F.R. 126.700, the HUBZone SBC must spend at least 50% of the cost of the contract incurred for personnel on its own employees or employees of other qualified HUBZone SBC's and must meet the performance of the work requirements for subcontracting in 13 C.F.R. § 125.6(c). If the Lessor is a HUBZone joint venture, the aggregate of the qualified HUBZone SBC's to the joint venture, not each concern separately, must perform the applicable percentage of work required by this clause.

If the Lessor is a HUBZone small business concem (SBC) that did not waive the price evaluation preference, the Lessor shall provide a certification within 10 days after Lease award to the LCO (or representative designated by the LCO) that the Lessor was an eligible HUBZone SBC on the date of award. If it is determined within 20 days after award that a HUBZone SBC Offeror that has been awarded the Lease was not an eligible HUBZone SBC at the time of award, and the HUBZone SBC Lessor failed to provide the LCO with information regarding a change to its HUBZone eligibility prior to award, then the Lease shall be subject, at the LCO's discretion, to termination, and the Government will be relieved of all obligations to the Lessor in such an event and not be liable to the Lessor for any costs, claims, or damages of any nature whatsoever.