

U.S. GOVERNMENT LEASE FOR REAL PROPERTY
(Short Form)

1. LEASE NUMBER

57-5A12-1-3068

PART I - SOLICITATION/DESCRIPTION OF REQUIREMENTS (To be completed by Government)

A. REQUIREMENTS

The Government of the United States of America is seeking to lease approximately 2000-2500 rentable square feet of office space located in Naperville/Aurora, Illinois for occupancy not later than August 1, 2001 (date) for a term of 5 years with one [REDACTED]. Rentable space must yield 2000 BOMA Usable square feet for use by Tenant for personnel, furnishing, and equipment.

INITIAL OFFERS ARE DUE ON OR BEFORE CLOSE OF BUSINESS APRIL 25, 2001 at the following address: [REDACTED], Attn: Rosabeth Sais, 2810 Walton Commons West, Suite 123, Madison, WI 53718-6797.

B. STANDARD CONDITIONS AND REQUIREMENTS

The following standard conditions and requirements shall apply to any premises offered for lease to the UNITED STATES OF AMERICA (hereinafter called the GOVERNMENT):

Space offered must be in a quality building of sound and substantial construction, either a new, modern building or one that has undergone restoration or rehabilitation for the intended use.

The Lessor shall provide a valid Occupancy Permit for the intended use of the Government and shall maintain and operate the building in conformance with all applicable current (as of the date of this solicitation) codes and ordinances. Below-grade space to be occupied by the Government and all areas in a building referred to as "hazardous areas" in National Fire Protection Association Standard 101, or any successor standard thereto, must be protected by an automatic sprinkler system or an equivalent level of safety. A minimum of two separate stairways shall be provided for each floor of Government occupancy. Scissor stairs will be counted as one stairway. If offered space is 3 or more stories above grade, additional egress and fire alarm requirements may apply.

The Building and the leased space shall be accessible to workers with disabilities in accordance with the Americans With Disabilities Act Accessibility Guidelines (36 CFR Part 1191, App. A) and the Uniform Federal Accessibility Standards (41 CFR 101-19.6, App. A). Where standards conflict, the more stringent shall apply.

The leased space shall be free of all asbestos containing materials, except undamaged asbestos flooring in the space or undamaged boiler or pipe insulation outside the space, in which case an asbestos management program conforming to Environmental Protection Agency guidance shall be implemented. The space shall be free of other hazardous materials according to applicable Federal, State, and local environmental regulations.

Services, utilities, and maintenance will be provided daily, extending from 6:00 a.m. to 6:00 p.m. except Saturday, Sunday, and Federal holidays. The Government shall have access to the leased space at all times, including the use of electrical services, toilets, lights, elevators, and Government office machines without additional payment.

The Lessor shall complete any necessary alterations within 45 days after receipt of approved layout drawings. *See attached plan and tenant improvements.*

2. SERVICES AND UTILITIES (To be provided by Lessor as part of rent)

<input checked="" type="checkbox"/> HEAT	<input checked="" type="checkbox"/> TRASH REMOVAL	<input checked="" type="checkbox"/> ELEVATOR SERVICE	<input checked="" type="checkbox"/> INITIAL & REPLACEMENT LAMPS, TUBES & BALLASTS	<input checked="" type="checkbox"/> OTHER (Specify below)
<input checked="" type="checkbox"/> ELECTRICITY	<input checked="" type="checkbox"/> CHILLED DRINKING WATER	<input checked="" type="checkbox"/> WINDOW WASHING Frequency annually	<input checked="" type="checkbox"/> PAINTING FREQUENCY Space every 5 years	Parking for 7 client & Government vehicles.
<input checked="" type="checkbox"/> POWER (Special Equip.)	<input checked="" type="checkbox"/> AIR CONDITIONING	<input checked="" type="checkbox"/> CARPET CLEANING Frequency annually	Public Areas as needed	
<input checked="" type="checkbox"/> WATER (Hot & Cold)	<input checked="" type="checkbox"/> TOILET SUPPLIES			
<input checked="" type="checkbox"/> SNOW REMOVAL	<input checked="" type="checkbox"/> JANITORIAL SERV. & SUPP.			

3. OTHER REQUIREMENTS

Offered space must be within the area bounded by the East-West Tollway (N), Ogden Avenue (S), Eola Road (W), and Naperville Blvd (E). Offerors should also include the following with their offers:

- One set of drawings, to scale, of proposed space and parking areas.
- A non-carpeted lab/storage area of approximately 350 SF including utility sink.
- See attachment No. 1 for additional requirements.

NOTE: All offers are subject to the terms and conditions outlined above, and elsewhere in this solicitation, including the Government's General Clauses and Representations and Certifications.

4. BASIS OF AWARD

- THE ACCEPTABLE OFFER WITH THE LOWEST PRICE PER SQUARE FOOT, ACCORDING TO THE ANSI/BOMA Z65.1-1996 DEFINITION FOR BOMA USABLE OFFICE AREA, WHICH MEANS "THE AREA WHERE A TENANT NORMALLY HOUSES PERSONNEL AND/OR FURNITURE, FOR WHICH A MEASUREMENT IS TO BE COMPUTED."
- OFFER MOST ADVANTAGEOUS TO THE GOVERNMENT, WITH THE FOLLOWING EVALUATION FACTORS BEING "SIGNIFICANTLY MORE IMPORTANT THAN PRICE"
 APPROXIMATELY EQUAL TO PRICE SIGNIFICANTLY LESS IMPORTANT THAN PRICE The following evaluation factors will comprise 50% of the rating: Accessibility & Location, Parking, Quality/Physical Characteristics, Safety, Layout. Price, including options, will comprise 50% of the rating. Costs associated with moving, utilities, and other services will be considered when determining price.

PART II - OFFER (To be completed by Offeror/Owner)

A. LOCATION AND DESCRIPTION OF PREMISES OFFERED FOR LEASE BY GOVERNMENT

5. NAME AND ADDRESS OF BUILDING (Include ZIP Code) Fox Valley Office Commons II 4255 Westbrook Drive Aurora, Illinois	6. LOCATION(S) IN BUILDING	
	a. FLOOR(S) (1)	b. ROOM NUMBER(S) 217 & 218
	c. RENTABLE SQ. FT. usable 2,041	d. TYPE <input checked="" type="checkbox"/> GENERAL OFFICE <input type="checkbox"/> OTHER (Specify) <input type="checkbox"/> WAREHOUSE

B. TERM

To have and to hold, for the term commencing on August 1, 2001 and continuing through July 31, 2006 inclusive. The Government may terminate this lease at any time by giving at least 60 days notice in writing to the Lessor. No rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

C. RENTAL

Rent shall be payable in arrears and will be due on the first workday of each month. When the date for commencement of the lease falls after the 15th day of the month, the initial rental payment shall be due on the first workday of the second month following the commencement date. Rent for a period of less than a month shall be prorated.

7. AMOUNT OF ANNUAL RENT \$46,432.80	9. MAKE CHECKS PAYABLE TO (Name and address) ACG Fox Valley LLC c/o ACG Management Company P.O. Box 809114 Chicago, Illinois 60680-9114
8. RATE PER MONTH \$3,869.40	

10a. NAME AND ADDRESS OF OWNER (Include ZIP code. If requested by the Government and the owner is a partnership or joint venture, list all General Partners, using a separate sheet, if necessary.)

ACG Fox Valley LLC
c/o Arthur Capital Group
c/o Paul Muessig
70 E. Lake Street, Chicago, Illinois 60680-3


11. TYPE OF INTEREST IN PROPERTY OF PERSON SIGNING <input type="checkbox"/> OWNER <input checked="" type="checkbox"/> AUTHORIZED AGENT <input type="checkbox"/> OTHER (Specify)	12. NAME OF OWNER OR AUTHORIZED AGENT Daniel O'Neill	13. TITLE OF PERSON SIGNING Senior Associate
14. OFFER REMAINS OPEN UNTIL 4:30 P.M. May 10, 2001 (Date)	15. DATE 4/24/2001	

PART III - AWARD (To be completed by Government)

Your offer is hereby accepted. This award consummates the lease which consists of the following documents: (a) this GSA Form 3626, (b) Representations and Certifications, (c) the Government's General Clauses, and (d) the following changes or additions made or agreed to by you:

Tenant Improvements attached to your offer, eight quad plates and conduit installed in locations to be determined by the Government. Space shall be ready for occupancy no later than June 18, 2001.

THIS DOCUMENT IS NOT BINDING ON THE GOVERNMENT OF THE UNITED STATES OF AMERICA UNLESS SIGNED BELOW BY AUTHORIZED CONTRACTING OFFICER.

17a. NAME OF CONTRACTING OFFICER (Type or Print) Rosabeth R. Sais	17b. SIGNATURE OF CONTRACTING OFFICER 	17c. DATE 5/17/01
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