

US GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE

LEASE NO.

FEBRUARY 11, 2009

GS-05B-18159

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

Matteson II LLC

whose address is 55 E. Jackson Boulevard
Chicago, Illinois 60604

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:

9,520 rentable square feet of office space on the 3rd floor of a 6-story building known as One Prairie Center, located at 4749 Lincoln Mall Drive, Matteson, Illinois. The usable square footage is 8,278. The Common Area Factor is 1.15.

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 September 1, 2009 through August 31, 2019 subject to termination and renewal rights as December be hereinafter set forth.

3. The Government shall pay the Lessor annual rent as follows:

<u>Years</u>	<u>Annual</u>	<u>Per RSF</u>
Years 1-5	\$257,040.00	\$27.00
Years 6-10	\$183,545.60	\$19.28

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

Matteson II LLC
55 E. Jackson Boulevard
Chicago, Illinois 60604
Tax Identification Number 36-4290368

4. The term of this lease shall be for ten (10) years, five (5) years firm with 60 days written cancellation notice anytime on or after August 31, 2014. 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 December 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 cleaning, services, utilities, maintenance, space improvements, and Special Requirements as specified in the attached Solicitation for Offer, GS-05B-18159, and other requirements attached to this lease as described in the following Paragraph 7. THIS IS A FULLY SERVICED LEASE.

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

LESSOR
MATTESON II, LLC

BY

(Signature)

MANAGER

(Title)

IN PRESENCE OF

(Signature)

55 E JACKSON BLVD CHGO IL 60604

(Address)

UNITED STATES OF AMERICA

BY

(Signature)

Contracting Officer, General Services Administration

(Official Title)

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

~~The General Provisions and Instructions (Standard Form 2—A _____ edition).~~

U.S. Government Lease For Real Property, Standard Form 2, Attachment A, Paragraphs 11-21—1

Page

Solicitation for Offers (SFO)—42 pages

Exhibit A, Floor Plans of 3rd floor

Form 3517B, General Clauses—33 Pages

Form 3518, Representations and Certifications—7 Pages

Also, as part of the rental consideration, the Lessor shall meet all responsibilities and obligations as defined in the Solicitation for Offers No. GS-05B-18159 and other Attachments to the lease referenced in this Paragraph 7.

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

Paragraph 5 above was deleted.

9. The date of this lease, February 11, 2009, is the date this contract was formed as a result of the Government's acceptance of the Lessor's Final Proposal Revision submitted by the Lessor November 6, 2008 under SFO GS-05B-18159. This lease reflects the terms and conditions of the accepted Final Proposal Revision.

10. The lease commencement date of September 1, 2009 in Paragraph 2 of the Standard Form 2, U.S. Government Lease for Real Property, is the estimated effective date. If the actual date of beneficial occupancy is different from September 1, 2009, then the actual effective date shall be established by a Supplemental Lease Agreement. The lease term will then be in effect for ten (10) years thereafter, computed from the actual effective date. The anniversary date for adjustments shall be adjusted to coincide with any revised actual effective date as will the effective date of the termination right upon completion of the firm term of five (5) years.

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

LESSOR

BY 

(Initial)



UNITED STATES OF AMERICA

BY 

(Initial)

11. The total ANSI/BOMA office area square feet referred to in Paragraph 1 of the SF-2 is subject to adjustment, but may not exceed the maximum limitation defined in the Solicitation for Offers. Should there be any adjustments in the square footage delivered that has been determined through mutual field measurement, the per annum rental rate shall be adjusted. The lease will be amended by Supplemental Lease Agreement after actual measurements to establish the correct square footage and rental in compliance with the terms of the lease.
12. For the purpose of computing Operating Cost adjustments in accordance with Clauses 3.6 and 3.7 of Solicitation for Offers GS-05B-18159, this lease has a cost of services base of \$60,561.15 per annum (\$636 per rentable square foot).
13. For the purpose of computing Real Estate Tax adjustments in accordance with Clauses 3.4 and 3.5 of Solicitation for Offers GS-05B-18159 (the "SFO"), it is agreed that the Government occupies 12.82% of the Building (74,245 RSF) of which the Government shall pay taxes when they exceed the base year of \$4.66 budgeted for taxes per GSA Form 1217, signed September 9, 2008.
14. In accordance with Paragraphs 1.9 and 1.10 of the Solicitation for Offers, the Lessor agrees to provide up to \$301,898.66 toward the cost of the improvements, in accordance with an amortization rate of 8%. Pursuant to Paragraph 1.10 of the Solicitation for Offers, in the event the final Tenant Improvement Cost is less than the amount provided above, the Lessor agrees to refund such difference in the form of reduction of rent using a 8 % 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 8% 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
15. In accordance with Paragraph 1.12 of the SFO entitled, BROKER COMMISSION AND COMMISSION CREDIT, the projected commission is [REDACTED]. This amount is based on [REDACTED] per rentable square foot during the firm term of the lease. For the benefit of the Government, the Broker has agreed to forgo [REDACTED] of any commission that it is entitled to receive in connection with this lease transaction. The Broker shall be paid directly by the Lessor [REDACTED] of the Total Broker's Commission estimated to be [REDACTED] (the "Remaining Broker's Commission"). The resulting total dollar value of the foregone commission is estimated to be [REDACTED] (the "Commission Credit") which shall not be paid to the Broker, but shall be applied in equal monthly amounts against the shell rental payments due and owing under the Lease. The rentable amount payable shall be reduced by the Commission Credit at the commencement of the Lease, over the minimum number of months, not to exceed twelve (12) month and that will not exceed the monthly shell rental, until the Commission Credit has been fully recaptured. The parties agree to execute a Supplemental Lease Agreement setting forth the full nature, extent, terms, and conditions of the Total Broker's Commission, Remaining Broker's Commission, and Commission Credit to be applied against the Government's rental payment obligations under the Lease, prior to the Government's occupancy.

In the event that the rental rate is adjusted due to an increase or decrease to the tenant build-out amount, square footage, or other item resulting in a change to the gross rental amount, the Total Broker's Commission, Remaining Broker's Commission and Commission Credit shall be recalculated based on the revised base rental rate, prior to the Government's occupancy. The Remaining Broker's Commission is payable to: The Staubach Company.
16. Lessor shall perform alterations to the space in accordance with Paragraph 3.16 of the SFO. The Lessor will complete alterations within 60 working days of receiving the Notice to Proceed from the Government. (Please refer to Form B, Document Security Form, for procedures that must be followed in reference to Government drawings.)
17. The hourly rate for overtime HVAC per SFO Clause 7.3 is established as \$70.00 per hour. Normal business hours are established as 7:00 a.m. to 6:00 p.m., except Saturdays, Sundays, and federal holidays.
18. Information regarding Electronic Funds Transfer Payment Methods is provided in Paragraph 24, 552.232-76, General Clauses, Form 3517B.
19. The Lessor is a ~~Delaware~~ ^{Illinois} Limited Liability Company, a small business, not a woman-owned business or a veteran-owned small business concern. The Tax Identification Number is [REDACTED] Its DUNS number is 883971657.
20. The Lessor's Central Contractor Registration (CCR) as referenced in Paragraph 11 of the Representations and Certifications, Form 3518, as a requirement for payment of rent by the Government, is active.
21. The Contracting Officer represents the General Services Administration (GSA) as an agent with authority to enter into this lease on behalf of the Government and executes this document in his/her official capacity only and not as an individual.

INITIALS:  & 
LESSOR GOVERNMENT