

US GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE

August 1, 2011

LEASE NO.

GS-05B-18564

THIS LEASE, made and entered into this date by and between Esplanade At Locust Point I an Illinois Limited Partnership

Whose address is 300 Park Blvd.
ITASCA, IL 60143

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 considerations hereinafter mentioned, covenant and agree as follows:

1. The Lessor hereby leases to the Government the following described premises:

A total of 75,111 rentable square feet (RSF) of office and related space, which yields 65,316 ANSI/BOMA Office Area square feet (USF) of space, the premises at 2001 Butterfield Road, Downers Grove, IL, and known as floor 3, 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 August 01, 2011 and continuing through July 31, 2021, subject to termination and renewal rights as may be hereinafter set forth.

3. The Government shall pay the Lessor the following annual rent:

Lease Year	Shell/Base Rent	Operating Costs	Real Estate Taxes	Total Rental Rate	Annual Rent
1	13.47	7.41	2.02	22.90	1,720,290*
2	13.87	7.41	2.02	23.31	1,750,642**
3	14.29	7.41	2.02	23.72	1,781,905
4	14.72	7.41	2.02	24.15	1,814,106
5	15.16	7.41	2.02	24.59	1,847,273
6	15.62	7.41	2.02	25.05	1,881,434
7	16.08	7.41	2.02	25.52	1,916,621
8	16.57	7.41	2.02	26.00	1,952,863
9	17.06	7.41	2.02	26.50	1,990,193
10	17.58	7.41	2.02	27.01	2,028,642

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

LESSOR Esplanade at Locust Point I an Illinois Limited Partnership
LESSOR NAME


BY
(Signature)

V.P.
(Title)

IN PRESENCE OF

(Signature)

(Address)

UNITED STATES OF AMERICA


BY
(Signature)

Contracting Officer, General Services Administration
(Official Title)

*The Government will not be responsible for paying rent, operating expenses or real estate taxes for January, February and March and no remodeling requirement will be applied.

**Per SLA No. 18 of Lease GS-05B-15951 The Government will with hold \$54,819.45 of rent concessions from the August 2011 rental payment to the Lessor. This concession applies to demolition costs that had been performed during the previous expansion.

Rent checks shall be made payable to:

Hamilton Partners
300 Park Blvd.
Itasca IL 60143

4. The Government may terminate this lease at any time after seven (7) years by giving at least 90 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. **NOT USED**

6. The Lessor shall furnish to the Government, as part to the rental consideration, the following:

All services, utilities (except electricity for lights, outlets for office equipment and specified equipment for 24-hour cooling), maintenance for the building systems for space improvements as provided in the Solicitation for Offers and other documents attached to this lease as described in Paragraph 7 below. Electricity for outlets and office equipment will be separately metered and billed directly to the Government. Meters shall be provided by the Lessor at no cost to the Government.

Also, as part of the rental consideration, the Lessor shall provide 275 inside parking spaces in accordance with Solicitation for Offers No. GS-05B-18564.

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

- A. Solicitation for Offers GS-05B-18563 (57 Pages)
- B. GSA Form 3517 entitled GENERAL CLAUSES (Rev. [11/05]) (2 Pages)
- C. GSA Form 3518 entitled REPRESENTATIONS AND CERTIFICATIONS (Rev. [1/07]) (4 Pages)
- D. GSA Form 1364, Attachment No. 1 (1 Page)
- E. GSA Form 1364 Proposal to Lease Space (Rev 5/98) (2 Pages)
- F. Attachment 2 to GSA Form 1364 (1Page)
- G. GSA Form 3516 Solicitation Provisions (Rev 12/03)
- H. GSA Form 12001 PreLease Fire Protection and Life Safety (8 Pages)
- I. GSA Form 1217 Lessor's Annual Cost Statement (2 Pages)
- J. Attachment to Form 1217 (1 Page)
- K. Pre Lease Building Security Plan (3 Pages)
- L. Form B Document Security Notice to Prospective Bidders/Offerors (2 Pages)
- M. Attachment to SF-2 (1Page)
- N. Amendment Number 1 to Solicitation For Offer No. LMN18564

8. **NOT USED**

9. In accordance with the SFO paragraph entitled *Percentage of Occupancy*, the percentage of Government occupancy is established as 14.1%.

10. In accordance with the SFO paragraph entitled *Operating Costs Base*, the escalation base is established as \$7.41RSF.

11. In accordance with the SFO paragraph entitled *Common Area Factor*, the common area factor is established as 1.149963200.

12. In accordance with the SFO Paragraph entitled *Overtime Usage*, the rate for overtime usage is established as \$65.00 per hour for the entire building or any portion thereof.

13. **NOT USED**

14. Lessor will replace wall covering, paint and carpet for the 11th, 12th and 13th floors. The recently renovated 5th floor will remain in as-is condition and be maintained in accordance with this lease.

LESSOR

BY
(Initial)



UNITED STATES OF AMERICA

BY
(Initial)

