

This Lease is made and entered into between

**Evanston LLC** (Lessor),

whose principal place of business is

**7825 Fay Ave., Suite 340  
La Jolla, CA 92037-4272**

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 in **Suites 200, 310, and 320** at

**1033 University Place  
Evanston, IL 60201-3196**

and more fully described in Section 1 and Exhibits **A, A-1, A-2, A-3**, 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 its appurtenances for the term beginning November 1, 2017 through October 31, 2027, subject to termination and renewal rights as hereinafter set forth.

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.

**FOR THE LESSOR:**

[Redacted Signature]

Name: Rob Hill

Title: Member

Entity Name: Evanston LLC

Date: 11/30/17

**FOR THE GOVERNMENT:**

[Redacted Signature]

Name: Mark A. Montgomery

Title: Lease Contracting Officer

General Services Administration, Public Buildings Service

Date: December 5, 2017

**WITNESSED FOR THE LESSOR BY:**

[Redacted Signature]

Name: Jessica Guzman

Title: Executive Assistant

Date: 11/30/17

The information collection requirements contained in this Solicitation/Contract, that are not required by the regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

**SECTION 1 THE PREMISES, RENT, AND OTHER TERMS**

**1.01 THE PREMISES (OCT 2016)**

The Premises are described as follows:

A. Office and Related Space: 19,319.84 rentable square feet (RSF), yielding 18,407.62 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on the **second and third floor(s)** and known as **Suites 200, 310 and 320**, of the Building, as depicted on the floor plans attached hereto as Exhibit A.

B. Common Area Factor: The Common Area Factor (CAF), defined under Section 2 of the Lease, is established as 4.96 percent. This is a weighted average of the CAFs for the 3 suites contained within the Leased Premises. This factor shall be used for purposes of rental adjustments in accordance with the Payment Clause of the General Clauses. The Common Area Factor and associated rental adjustments shall be adjusted if Suites 310 or 320 are terminated pursuant to the Government's right to terminate those spaces. The square foot areas of the Suites are as follows:

Suite	ANSI/BOMA (ABOA)SF	Core Factor %	Rentable SF
Suite #200	15,437.88	1.0311	15,918.00
Suite #310	1,422.85	1.1455	1,629.87
Suite #320	1,546.89	1.1455	1,777.96
<b>Total</b>	<b>18,407.62</b>	<b>1.0496</b>	<b>19,319.84</b>

C. Unless otherwise noted, the Government accepts the Premises and tenant improvements in their existing condition, except where specifications or standards are contained elsewhere in this Lease. These standards include security improvements, Fire Protection and Life Safety requirements, ABAAS compliance, as well as compliance with all local codes and ordinances. Such acceptance by the Government of existing Premises shall not relieve Lessor of continuing obligations for cleaning, janitorial, maintenance, repair, etc. as set forth in the Lease paragraphs and attached General Clauses.

**1.02 EXPRESS APPURTENANT RIGHTS (SEP 2013)**

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 the following:

A. Parking: The Lessor shall provide such parking spaces as required by the applicable code of the local government entity having jurisdiction over the Property.

**1.03 RENT AND OTHER CONSIDERATION (OCT 2016)**

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 YR. 1	\$ 478,363.00	\$0.00
YR. 2	\$ 495,751.00	\$0.00
YR. 3	\$ 513,661.00	\$0.00
YR. 4	\$ 532,108.00	\$0.00
YR. 5	\$ 551,108.00	\$0.00
YR. 6	\$ 570,678.00	\$0.00
YR. 7	\$ 590,835.00	\$0.00
YR. 8	\$0.00	\$ 611,598.00
YR. 9	\$0.00	\$ 632,983.00
YR. 10	\$0.00	\$ 655,010.00
OPERATING COSTS	\$ 104,034.00	\$ 104,034.00
TENANT IMPROVEMENTS RENT YRS. 1-7	\$ 60,386.45	\$0.00
YRS. 8-10	\$0.00	\$0.00
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC)	\$ 0.00	\$0.00
PARKING	\$ 0.00	\$ 0.00
<b>TOTAL ANNUAL RENT YR. 1</b>	<b>\$ 642,783.45</b>	<b>\$ 0.00</b>
<b>YR. 2</b>	<b>\$ 660,171.45</b>	<b>\$ 0.00</b>
<b>YR. 3</b>	<b>\$ 678,081.45</b>	<b>\$ 0.00</b>

YR. 4	\$ 696,528.45	\$ 0.00
YR. 5	\$ 715,528.45	\$ 0.00
YR. 6	\$ 735,098.45	\$ 0.00
YR. 7	\$ 755,255.45	\$ 0.00
YR. 8	\$ 0.00	\$ 715,632.00
YR. 9	\$ 0.00	\$ 737,017.00
YR. 10	\$ 0.00	\$ 759,044.00

B. Intentionally Deleted.

C. Intentionally Deleted.

D. Rent is subject to adjustment based upon the final Tenant Improvement (TI) cost to be amortized in the rental rate, as agreed upon by the parties subsequent to the Lease Award Date.

D. Intentionally Deleted.

E. Intentionally Deleted.

F. 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.

G. Rent shall be paid to Lessor by electronic funds transfer in accordance with the provisions of the General Clauses. Rent shall be payable to the Payee designated by the Lessor in the System for Award Management (SAM). If the payee is different from the Lessor, both payee and Lessor must be registered and active in SAM.

H. Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:

1. The leasehold interest in the Property described herein in the paragraph entitled "The Premises."

2. All costs, expenses and fees to perform the work required for acceptance of the Premises in accordance with this Lease, including all costs for labor, materials, and equipment, professional fees, contractor fees, attorney fees, permit fees, inspection fees, and similar such fees, and all related expenses.

3. Performance or satisfaction of all other obligations set forth in this Lease; and all services, utilities, and maintenance required for the proper operation of the Property, the Building, and the Premises in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements, and improvements required to be made thereto to meet the requirements of this Lease.

I. Intentionally Deleted.

J. Intentionally Deleted.

**1.04 BROKER COMMISSION AND COMMISSION CREDIT (OCT 2016) INTENTIONALLY DELETED.**

**1.05 TERMINATION RIGHTS (OCT 2016)**

A. The Government may terminate this Lease at any time after October, 2024, by providing not less than Ninety (90) 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 or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination.

B. The Government may terminate Suite 310 and/or Suite 320 located on the third floor of the Building (Shown on Exhibit A), independently of one another, at any time after the effective date of this lease upon ninety (90) days' prior written notice to the Lessor. The termination of either or both suites will be documented by a Lease Amendment that will proportionately adjust the Rent, the Operating Cost Base, the Common Area Factor and Percent of Occupancy, in accordance with the square footages and factors shown in Section 1.01 B. In the event of a termination of Suite 310 or Suite 320, the TI Amortization Rent will NOT be adjusted. No rental for Suite 310 or Suite 320 shall accrue after the effective date of termination of Suite 310 or Suite 320.

**1.06 RENEWAL RIGHTS (OCT 2016) INTENTIONALLY DELETED.**

**1.07 DOCUMENTS INCORPORATED IN THE LEASE (OCT 2016)**

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

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
SITE PLAN	1	A-1
LOCATOR PLANS SUITES 200, 310, AND 320	2	A
SECURITY REQUIREMENTS LEVEL II	8	B
GSA FORM 3517B GENERAL CLAUSES	15	D
GSA FORM 3518-SAM, ADDENDUM TO SYSTEM FOR AWARD MANAGEMENT (SAM) REPRESENTATIONS AND CERTIFICATIONS (ACQUISITIONS OF LEASEHOLD INTERESTS IN REAL PROPERTY)	3	E

**1.08 TENANT IMPROVEMENT RENTAL ADJUSTMENT (OCT 2016)**

A. The Tenant Improvement Allowance (TIA) for purposes of this Lease is **\$20.00** per ABOA SF. The TIA is the amount that the Lessor shall make available for the Government to be used for TIs. This amount is amortized in the rent over the Firm Term of this Lease at an annual interest rate of **4.0** percent.

B. The Government, at its sole discretion, shall make all decisions as to the use of the TIA. The Government may use all or part of the TIA. The Government may return to the Lessor any unused portion of the TIA in exchange for a decrease in rent according to the agreed-upon amortization rate over the Firm Term.

Tenant Improvements shall be completed within one year of the effective date of the lease.

C. The Government may elect to make lump sum payments for any or all work covered by the TIA. That part of the TIA amortized in the rent shall be reduced accordingly. At any time after occupancy and during the Firm Term of the Lease, the Government, at its sole discretion, may elect to pay lump sum for any part or all of the remaining unpaid amortized balance of the TIA. If the Government elects to make a lump sum payment for the TIA after occupancy, the payment of the TIA by the Government will result in a decrease in the rent according to the amortization rate over the Firm Term of the Lease.

D. If it is anticipated that the Government will spend more than the identified TIA, the Government may elect to:

1. Reduce the TI requirements;
2. Pay lump sum for the overage upon substantial completion in accordance with the "Acceptance of Space and Certificate of Occupancy" paragraph;
3. Negotiate an increase in the rent.



**1.09 TENANT IMPROVEMENT FEE SCHEDULE (JUN 2012)**

For pricing TI costs, the following rates shall apply for the initial build-out of the Space.

	INITIAL BUILD-OUT
ARCHITECT/ENGINEER FEES ( \$ PER ABOA SF OR % OF TI CONSTRUCTION COSTS)	\$1.00
LESSOR'S PROJECT MANAGEMENT FEE (% OF TI CONSTRUCTION COSTS)	4%

**1.10 BUILDING SPECIFIC AMORTIZED CAPITAL (SEP 2012) INTENTIONALLY DELETED.**

**1.11 BUILDING SPECIFIC AMORTIZED CAPITAL RENTAL ADJUSTMENT (SEP 2013) INTENTIONALLY DELETED.**

**1.12 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT (OCT 2016)**

As of the Lease Award Date, the Government's Percentage of Occupancy, as defined in the "Real Estate Tax Adjustment" paragraph of this Lease is **34.20** percent. This percentage is subject to adjustment in the event of termination of part of the space. The Percentage of Occupancy is derived by dividing the total Government Space of **19,319.84** RSF by the total Building space of **56,496** RSF. The Cook County, IL real estate permanent tax parcel numbers are:

- 11-18-112-021-0000
- 11-18-112-022-0000
- 11-18-112-023-0000
- 11-18-112-024-0000
- 11-18-112-025-0000
- 11-18-112-044-0000.

**1.13 REAL ESTATE TAX BASE (SEP 2013)**

The Real Estate Tax Base, as defined in the "Real Estate Tax Adjustment" paragraph of the Lease is **\$518,479.00**. Tax adjustments shall not occur until the tax year following lease commencement has passed.

**1.14 OPERATING COST BASE (OCT 2016)**

The parties agree, for the purpose of applying the paragraph titled "Operating Costs Adjustment," that the Lessor's base rate for operating costs shall be **\$104,034.00**. This amount shall be adjusted on a pro rata basis in the event the Government terminates a part of the space.

**1.15 RATE FOR ADJUSTMENT FOR VACANT LEASED PREMISES (SEP 2013)**

In accordance with the paragraph entitled "Adjustment for Vacant Premises," if the Government fails to occupy or vacates the entire or any portion of the Premises prior to expiration of the term of the Lease, the operating costs paid by the Government as part of the rent shall be reduced by **\$1.00** per ABOA SF of Space vacated by the Government.

**1.16 HOURLY OVERTIME HVAC RATES (OCT 2016)**

A. The following rates shall apply in the application of the paragraph titled "Overtime HVAC Usage:"

- **\$ 50.00** per hour for the entire Space.

B. There is no overtime charge during the following weekend hours:

**Saturday: 8:00 AM through 1:00 PM**

**1.17 24-HOUR HVAC REQUIREMENT (OCT 2016) INTENTIONALLY DELETED.**

**1.18 BUILDING IMPROVEMENTS (MAR 2016) INTENTIONALLY DELETED.**

**1.19 HUBZONE SMALL BUSINESS CONCERNS ADDITIONAL PERFORMANCE REQUIREMENTS (MAR 2012) INTENTIONALLY DELETED.**