

This Lease is made and entered into between

Lessor's Name
Milbrook Lisle 901 LLC

("the Lessor"), whose principal place of business is **485 Half Day Road, Suite 220, Buffalo Grove IL 60089-7915** and whose interest in the Property described herein is that of Fee Owner, and

The United States of America

("the 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:

The Lessor hereby leases to the Government the Premises described herein, being all or a portion of the Property located at

901 Warrenville Road, Lisle, IL. 60532-4302

and more fully described in Section 1 and **Exhibit A**, together with rights to the use of parking and other areas as set forth herein.

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, to be used for such purposes as determined by the General Services Administration.

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: **BRUCE HICKMAN**

Title: **PROSIDENT**

Date: **3/10/2011**

FOR THE GOVERNMENT:

[Redacted Signature]

TINA CHURCH

Lease Contracting Officer

Date: **4/4/16**

WITNESSED BY:

[Redacted Signature]

Name: **DANIEL RIAN**

Title: **GENERAL MANAGER**

Date: **3-10-16**

SECTION 1 THE PREMISES, RENT, AND OTHER TERMS

1.01 THE PREMISES—SUCCEEDING (APR 2011)

Unless otherwise noted, the Government accepts the leased premises and tenant improvements in their current existing condition, with the following exceptions further outlined more thoroughly in this solicitation. These exceptions include, but are not limited to, security improvements, [REDACTED] requirements, ABAAS compliance, as well as compliance with all local codes and ordinances. The Lessor shall be responsible for continuing obligations for cleaning, janitorial, maintenance, repair, etc. as set in the below Lease Contract paragraphs and attached General Clauses.

The Premises are described as follows:

Office and Related Space: 13,104 rentable square feet (RSF), yielding 11,395 ANSI/BOMA Office Area (ABOA) square feet (sq. ft.) of office and related space (based upon a Common Area Factor of 1.1499 percent, located on the 3rd Floor(s) and known as Suite(s) #360, of the Building, as depicted on the floor plan(s) attached hereto as **Exhibit A & B**.

1.02 EXPRESS APPURTENANT RIGHTS (APR 2011)

The Government shall have the non-exclusive right to the use of Appurtenant Areas, and shall have the right to post Government Rules and Regulations within such areas. The Government will coordinate with the Lessor to ensure signage is consistent with the Lessor's standards. Appurtenant to the Premises and included with the Lease are rights to use the following:

A. Parking: 10 parking spaces as depicted on the plan attached hereto as **Exhibit B** of which 8 shall be structured inside spaces reserved for the exclusive use of the Government, and 2 shall be surface parking spaces. 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.

B. Antennae, Satellite Dishes and Related Transmission Devices: Space located on the roof of the Building sufficient in size for the installation and placement of the telecommunications equipment as such may be described herein, together with the right to access the roof and use of, all building areas (e.g., chases, plenums) necessary for the use, operation and maintenance of such equipment at all times during the term of this Lease.

1.03 RENT AND OTHER CONSIDERATION—SUCCEEDING (APR 2011)

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

	YEARS 1 – STEP RENTS TO FOLLOW 6-10	
	ANNUAL RENT	ANNUAL RATE / RSF
SHELL RENTAL RATE YEAR 1	\$211,446.15	\$16.136
TAX BASE 2014	\$41,323.00	\$3.153
TENANT IMPROVEMENTS RENTAL RATE*	\$0	\$0
OPERATING COSTS*	\$90,810.72	\$6.671
BUILDING SPECIFIC SECURITY COSTS	\$0	\$0
FULL SERVICE RATE	\$343,579.87	\$26.219465

* Step Rent shall occur on an annual basis beginning on November 1, 2017 through termination of lease October 31, 2026. Annual rental years 2-10 are reflected below with tax base of \$3.153465 RSF, Operating Base of \$6.93 RSF.

** Annual Step Rate below provided years 2-10.

LMI19338 Rent Table

**11395 USF
13104 RSF**

	<u>Total Annual Rent</u>	<u>Shell</u>	<u>Oper</u>	<u>RE Taxes</u>
Year 1	\$ 343,579.87	\$ 211,446.15	\$ 90,810.72	\$ 41,323.00
Year 2	\$ 350,131.87	\$ 217,998.15	\$ 90,810.72	\$ 41,323.00
Year 3	\$ 356,683.87	\$ 224,550.15	\$ 90,810.72	\$ 41,323.00
Year 4	\$ 363,235.87	\$ 231,102.15	\$ 90,810.72	\$ 41,323.00
Year 5	\$ 369,787.87	\$ 237,654.15	\$ 90,810.72	\$ 41,323.00
Year 6	\$ 376,339.87	\$ 244,206.15	\$ 90,810.72	\$ 41,323.00
Year 7	\$ 382,891.87	\$ 250,758.15	\$ 90,810.72	\$ 41,323.00
Year 8	\$ 389,443.87	\$ 257,310.15	\$ 90,810.72	\$ 41,323.00
Year 9	\$ 395,995.87	\$ 263,862.15	\$ 90,810.72	\$ 41,323.00
Year 10	\$ 402,547.87	\$ 270,414.15	\$ 90,810.72	\$ 41,323.00

	<u>Total Annual Rent</u>	<u>Shell</u>	<u>Oper</u>	<u>RE Taxes</u>
Year 1	\$ 26.219465	\$ 16.136000	\$ 6.930000	\$ 3.153465
Year 2	\$ 26.719465	\$ 16.636000	\$ 6.930000	\$ 3.153465
Year 3	\$ 27.219465	\$ 17.136000	\$ 6.930000	\$ 3.153465
Year 4	\$ 27.719465	\$ 17.636000	\$ 6.930000	\$ 3.153465
Year 5	\$ 28.219465	\$ 18.136000	\$ 6.930000	\$ 3.153465
Year 6	\$ 28.719465	\$ 18.636000	\$ 6.930000	\$ 3.153465
Year 7	\$ 29.219465	\$ 19.136000	\$ 6.930000	\$ 3.153465
Year 8	\$ 29.719465	\$ 19.636000	\$ 6.930000	\$ 3.153465
Year 9	\$ 30.219465	\$ 20.136000	\$ 6.930000	\$ 3.153465
Year 10	\$ 30.719465	\$ 20.636000	\$ 6.930000	\$ 3.153465

*The Tenant Improvements Allowance is amortized at a rate of 0 percent per annum for 0 years at lease award.

The Tenant Improvements Allowance will be provided at Governments request and amortized at a rate of percent 8% per annum for 5 year firm term or 60 Months. Lessors shall provide financial institution certification of funds at award for amortization if the government elects to use.

B. 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.

C. Rent shall be paid to the Lessor by electronic funds transfer in accordance with the provisions of the General Clauses. Rent shall be payable to the Payee designated in the Lessor's Central Contractor Registration.

D. The 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 in Paragraph 1.01, "The Premises," created herein.
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.
4. 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.

G. Parking shall be provided at a rate of \$0 per parking space per month (Structure), and \$0 per parking space per month (Surface).

1.04 BROKER COMMISSION AND COMMISSION CREDIT (APR 2011) INTENTIONALLY DELETED

1.05 TERMINATION RIGHT (APR 2011)

The Government may terminate this Lease, in whole or in part, at any time effective after the firm term of this Lease by providing not less than 180 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.

1.06 RENEWAL RIGHTS (APR 2011) INTENTIONALLY DELETED

1.07 DOCUMENTS INCORPORATED BY REFERENCE

The following documents are incorporated by reference, as though fully set forth herein:

DOCUMENT NAME	No. OF PAGES	EXHIBIT
FLOOR PLAN(S)	1	A
PARKING PLAN(S)	1	B
AGENCY SPECIFIC REQUIREMENTS	3	SECTION 7 LEASE PAGE 26-27
GSA FORM 3517B GENERAL CLAUSES	48	C
GSA FORM 3518, REPRESENTATIONS AND CERTIFICATIONS	10	D

1.08 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT, ESTABLISHMENT OF TAX BASE (APR 2011)

As of the Lease Award Date, the Government's Percentage of Occupancy, as defined in the Real Estate Tax Adjustment clause of this lease is 8.6 percent. The percentage of occupancy is derived by dividing the total Government space of 13,104 rentable square feet by the total building space of 152,372 rentable square feet.

The Real Estate Tax Base, as defined in the Real Estate Tax Adjustment clause of the Lease is **\$41,323.00 or \$3.153465 RSF.**

1.09 OPERATING COST BASE (APR 2011)

The parties agree that for the purpose of applying the clause titled "Operating Costs Adjustment" that the Lessor's base rate for operating costs shall be **\$6.93** per rentable sq. ft.

1.10 RATE FOR ADJUSTMENT FOR VACANT LEASED PREMISES (APR 2011) INTENTIONALLY DELETED

1.11 OVERTIME HVAC RATES (APR 2011)

The following rates shall apply in the application of the clause titled "Overtime HVAC Usage:"

\$125.00 per hour for the entire space.(11,395 USF, or 13,104 RSF)

1.12 24-HOUR HVAC REQUIREMENT (APR 2011)

The Overtime Usage rate specified above shall not apply to any portion of the Premises that is required to have heating and cooling 24 hours per day. Supplemental 24-hour HVAC is required by the Government for one designated LAN room of the Premises. Such services shall be provided by the Lessor at a rate of **\$0.25 per square foot included per year annual rental rate for the regular electricity and operation of HVAC the total per year for LAN space HVAC totals \$3,276.00 Per Annum. No additional costs shall be provided for 24/7 operation of LAN room supplemental unit operation for the ten year term of the lease.**

1.13 ADDITIONAL BUILDING IMPROVEMENTS (APR 2011)

In addition to construction of the Tenant Improvements as required in this Lease, the Lessor shall be required to complete the following additional building improvements (e.g., Fire/Life Safety, Seismic, and Energy Efficiency) prior to acceptance of the Space:

- A. Re-carpet and repaint Entire space
- B. Remodel the interior bathroom/Shower with in FDA space.
- C. Retile all VCT tile floors within the FDA space.
- D. Replace all damaged ceiling tiles in the FDA space.
- E. Repair or replace the existing server room AC unit
- F. Update all required village of Lisle Life safety upgrades.
- G. The rate provided on lease award includes a refresh of paint, carpet, VCT flooring, and ceiling tiles at year 6 of the lease at no cost to the Government.