

922392

U.S. GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE

August 24, 2011

LEASE NO.

GS-05B-18172

THIS LEASE, made and entered into this date by and between MICHAEL W. TROOP

whose address is



and whose interest in the property hereinafter described is that of LESSEE under the Ground Lease Agreement by and between the Williamson County Airport Authority, Lessor, and Michael W. Troop, an individual, Lessee of Lot 5 in the Williamson County Regional Airport Business Park, in Williamson County, Illinois, comprising 1.27 acres of land, dated November 5, 2009,

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 8,000 rentable square feet (RSF) of office and related space, which yields 7,599 ANSI/BOMA Office Area square feet (USF) of space on the ground floor of the building located at 8223 Express Drive, Marion, Illinois 62959 to be used for such purposes as determined by the General Services Administration. Included in the rent at no additional cost to the Government are fifty six (56) parking spaces as shown on Exhibit B Site Plan, attached hereto for the exclusive use of Government employees and patrons. Twenty six (26) of the parking spaces may be secured by a fence at the option of the Government, and may be marked with 'Reserved' signs by the Government.

- 2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on the date the Government accepts the premises as substantially complete and continuing for ten (10) years, subject to termination and renewal rights as may be hereinafter set forth. The Lessor shall deliver the premises to the Government substantially complete no later than one hundred twenty (120) working days subsequent to the Government's notice to proceed for the construction of tenant improvements.

- 3. The Government shall pay the Lessor monthly in arrears in accordance with the following table:

Year	Shell	Base Cost of Services	Tenant Improvement Allowance	Total Annual Rent	Total Monthly Rent
1-5	\$ 100,000.16	\$ 47,100.00	\$ 65,459.84	\$ 212,560.00	\$ 17,713.33
6-10	\$ 105,200.00	\$ 47,100.00		\$ 152,300.00	\$ 12,691.67

Rent shall be adjusted in accordance with the provisions of the Solicitation for Offers and General Clauses. Rent for a lesser period shall be prorated. Rent checks shall be made payable to:



LESSOR

NAME OF SIGNER

MICHAEL W. TROOP

NAME OF SIGNER

Cindy Clower

UNITED STATES OF AMERICA

NAME OF SIGNER

MARK A. MONTGOMERY

OFFICIAL TITLE OF SIGNER

CONTRACTING OFFICER

STANDARD FORM 2 (REV. 12/2006)

Prescribed by GSA - FPR (41 CFR) 1-16.60

4. The Government may terminate this lease in whole or in part at any time after the fifth (5th) year by giving at least sixty (60) 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. The Lessor shall furnish to the Government, as part to the rental consideration, the following:
- The fifty-six (56) parking spaces described in Paragraph 1 and parking spaces required by local code.
 - All labor, materials, equipment, design, professional fees, permit fees, inspection fees, utilities, construction drawings (including, without limitation, plans and specifications), construction costs and services and all other similar costs and expenses associated with making the space, common areas, and related facilities ready for occupancy in accordance with the requirements of this lease and the Government's final construction drawings; provided that the Government shall make payments for lump sum items identified in the attachment sheets in the amounts specified therein. Rent is subject to adjustment in accordance with Paragraph 3.3, "Tenant Improvement Rental Adjustment" of the SFO. All costs associated with services, utilities, maintenance, repair, replacement, inspections, improvements and other requirements as required by the Solicitation For Offers No. GS-05B-18172 and its attachments.
 - Adequate space for telecommunications antennae and transmission devices in accordance with Paragraph entitled, "Telecommunications: Local Exchange Access," of the Solicitation for Offers.
6. The following are attached and made a part hereof:
- Solicitation for Offers GS-05B-18172 dated 12/06/10;
 - GSA Form 3517 entitled GENERAL CLAUSES (Rev. 11/05)
 - GSA Form 3518 entitled REPRESENTATIONS AND CERTIFICATIONS (Rev. 1/07)
 - ██████████ Special Requirements
 - Exhibit A – Base Plans
 - Exhibit B – Site Plan
 - Exhibit C – Letter of Non-Disturbance from the Williamson County Airport Authority
 - Exhibit D – Ground Lease Agreement dated 11/5/2009 and Memorandum of Lease dated 07/01/2011
7. Rent includes a Tenant Improvement Allowance of \$277,135.53 to be amortized through the rent over the firm term of the Lease (sixty (60) months) at the rate of 6.75%. In accordance with SFO paragraph 3.3, *Tenant Improvements Rental Adjustment*, the actual cost of Tenant Improvements shall be reconciled and rent adjusted accordingly.
8. In accordance with SFO paragraph 2.4, *Broker Commission and Commission Credit*, CB Richard Ellis, Inc. ("CBRE") is the authorized real estate broker representing GSA in connection with this lease transaction. The Lessor and CBRE have agreed to a cooperating lease commission of ██████████ of the firm term value of this lease ("Commission"). The total amount of the Commission is ██████████. This Commission is earned upon lease execution and payable (i) one-half (1/2) when the Lease is awarded and (ii) one-half (1/2) upon the earlier of Tenant's occupancy of the premises leased pursuant to the Lease or the commencement date of the Lease. Due to the Commission Credit described in Paragraph 2.4, only ██████████, which is ██████████ of the Commission, will be payable to CBRE when the Lease is awarded. The remaining ██████████ which is ██████████ of the Commission ("Commission Credit"), shall be credited to the shell rental portion of the annual rental payments due and owing shall be reduced to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue until the credit has been fully recaptured.
- First month's rental payment of \$17,713.33 minus the prorated commission credit of ██████████ equals ██████████ (adjusted first month's rent).
- Second month's rental payment of \$17,713.33 minus the prorated commission credit of ██████████ equals ██████████ (adjusted second month's rent).
- Third month's rental of \$17,713.33 minus the prorated commission credit of ██████████ equals ██████████ (adjusted third month's rent).
- Fourth month's rental of \$17,713.33 minus the prorated commission credit of ██████████ equals ██████████ (adjusted fourth month's rent).
9. In accordance with SFO paragraph 4.1, *Measurement of Space*, the common area factor is established as 1.0528 (8,000 RSF / 7,599 USF).

10. In accordance with SFO paragraph 4.2, *Tax Adjustment*, the percentage of Government occupancy is established as 100%.
11. In accordance with SFO paragraph 4.3, *Operating Costs Base*, the escalation base is established as \$47,100.00 per annum.
12. In accordance with SFO paragraph 4.4, *Adjustment for Vacant Premises*, the adjustment is established as \$1.50/USF for vacant space (rental reduction).
13. In accordance with SFO Paragraph 4.6, *Overtime Usage*, the rate for overtime usage is established as \$25.00 per two hour period beyond the normal hours of operation of 6:00 AM to 6:00 PM. Areas requiring 24/7 HVAC will be provided at no additional cost to the Government.
14. Cleaning services requiring access to the Government's leased space shall be performed in accordance with SFO paragraph 4.8, *Janitorial Services*.
15. In accordance with SFO paragraph 5.14, *Floor Plans after Occupancy*, the Lessor shall provide two (2) copies of CAD as built drawings on CD-ROM to the contracting officer within thirty (30) calendar days of completion of construction.
16. Wherever the words "offeror" or "successful offeror" appear in this Lease, they shall be deemed to mean "Lessor"; wherever the words "solicitation", "solicitation for offers", or "SFO" appear in this Lease, they shall be deemed to mean "this Lease"; wherever the words "space offered for lease" appear in this Lease, they shall be deemed to mean "leased premises."
17. The Lessor shall not enter into negotiations concerning the space leased or to be leased with representatives of federal agencies other than the officers or employees of the U.S. General Services Administration or personnel authorized by the Contracting Officer.
18. Within 5 days of lease occupancy, the Lessor shall provide the tenant agency representative (with a copy forwarded to the GSA Government Representative), on site, a copy of the name and phone number of maintenance personnel in order that any cleaning, maintenance, janitorial, etc. problems can be taken care of immediately.
19. This Lease, upon execution, contains the entire agreement of the parties and no prior written or oral agreement, express or implied, shall be admissible to contradict the provisions of this -Llease. Wherever there is a conflict between the SF-2 and the SFO, the SF-2 shall take precedence.
20. Window glazing shall be provided by the Lessor in accordance with SFO paragraph 10.15, *Shatter-Resistant Window Protection Requirements*. The cost is included in the shell rate.
21. The Lessor is an individual and a small business. The Tax Identification Number is 349542768. The DUNS number is 143626435. The signatory authority for Lessor is Michael W. Troop.
22. The Tenant Improvement Fee Schedule is as follows and Lessor agrees not to exceed these figures:
 - A. The General Conditions will not exceed 0.00% of the total subcontractor's costs.
 - B. The General Contractors fee will not exceed 5.00% of the total subcontractor's costs.
 - C. Architectural and Engineering fees will not exceed 10.00% of the total subcontractor's costs.
 - D. Lessor's Project Management fees will not exceed 3.00% of the total subcontractor's costs.