

Facility Name/Location
STANFORD—MAIN OFFICE (167440-001)
100 W. MAIN ST, STANFORD, IL 61774-7540

County: MCLEAN
Solicitation:

This Lease, by and between Franklin E. Cuthbertson, an individual resident of Tennessee (“**Landlord**”) and the United States Postal Service (“**USPS**” or “**Postal Service**”), is made as of the Effective Date. The “**Effective Date**” is the date the Postal Service executes this Lease.

In consideration of the mutual promises set forth and for other good and valuable consideration, the sufficiency of which are hereby acknowledged, the parties covenant and agree as follows:

1. **PREMISES:** Landlord hereby leases to the Postal Service and the Postal Service leases from Landlord, the following premises (the “**Premises**”) consisting of the **entire** building having a street address of 100 W, Main Street, Stanford, IL 61774-7540 (the “**Building**”). The Premises is located on the property described in Exhibit A attached hereto and incorporated herein (the “**Property**”). The Premises consists of approximately 1,056 square feet of net interior space and 2,559 square feet of exterior space consisting of platform, ramp, parking spaces, maneuvering, and access areas, driveways and drive aisles and sidewalks.

The Postal Service shall have the non-exclusive right in common with other tenants, if any, of the **Building** to use any and all stairways, halls, toilets and sanitary facilities, and all other general common facilities in the **Building** as well as appurtenances and easements benefiting the Premises and the Property, and all common sidewalks, driveways, drive lanes, entrances, exits, access lanes, roadways, service areas, parking and other common areas, wherever located in or on the Property, which the Postal Service deems necessary or appropriate to support its intended use of the Premises and to exercise its rights under this Lease. Landlord shall not make any changes to the size, location, nature, use or place any installations upon, the common areas immediately adjacent to the Premises, including, without limitation the sidewalks and parking areas, which impair the accessibility to or visibility of or ease of use of the Premises by the Postal Service and/or its customers, as reasonably determined by the Postal Service.

The Landlord has supplied the following systems and equipment:

1. Heating System
2. Air Conditioning System
3. Electrical Distribution System
4. Light Fixtures
5. Plumbing Distribution System including hot water supply
6. Wiring, including, but not limited to wiring for electronic security and surveillance equipment, close circuit tvs, very small aperture terminal, intrusion detection, criminal investigation systems.

The maintenance of these items is governed by the [Landlord Responsibility Maintenance Rider](#).

2. TERM:

The initial term of this Lease shall be for a period of five (5) years commencing on October 1, 2019 (“**Commencement Date**”) and ending on **September 30, 2024** unless sooner terminated or extended as provided herein. If this Lease is extended, then such extended period shall also be referred to herein as the “**term**.”

RENT: The Postal Service will pay Landlord an annual rent of: 11,425.92 (“**Rent**”), payable in equal installments at the end of each calendar month during the term. Rent for a part of a month will be prorated according to the number of days of the month occurring during term.

Rent shall be paid to:

Franklin E. Cuthbertson
1614 Brook Valley Circle

Facility Name/Location
STANFORD—MAIN OFFICE (167440-001)
100 W. MAIN ST, STANFORD, IL 61774-7540

County: MCLEAN
Solicitation:

Mount Juliet, TN 37122-9215

4. RENEWAL OPTIONS:

None

5. OTHER PROVISIONS: When used herein the term “lease” or “Lease” includes all of the following additional provisions, modifications, riders, layouts, and/or forms which were agreed upon prior to execution and made a part of this Lease.

- General Conditions to USPS Lease
- Exhibit A (Property Description)
- Maintenance Rider – Landlord Responsibility
- Utilities Equipment Rider

6. Termination Option: None

Facility Name/Location
STANFORD—MAIN OFFICE (167440-001)
100 W. MAIN ST, STANFORD, IL 61774-7540

County: MCLEAN
Solicitation:

7. CONFLICT OF INTEREST. To avoid actual or apparent conflicts of interest, the Postal Service requires the following certification from Landlord. Please check all that apply in item A below and complete item B below if necessary. The Postal Service will be relying on the accuracy of the statements made by you in this certification. If Landlord's certifications below are false, or Landlord breaches the certification and fails to notify the Postal Service Contracting Officer as provided below, then the Postal Service may exercise any or all of the following remedies: (i) withhold Rent and all other payments and reimbursements until Landlord remedies the misrepresentation or the Postal Service waives such conflict of interest, (ii) terminate the Lease on a date set forth in the notice to Landlord without penalty, or (iii) exercise any other remedy it may have for damages or injunctive relief.

The undersigned certifies to the Postal Service as follows:

A. (Check all that apply) Landlord is:

- (i) ___ A Postal Service employee or a business organization owned or controlled by a Postal Service employee;
- (ii) ___ The spouse of a Postal Service employee or a business organization owned or controlled by a spouse of a Postal Service employee;
- (iii) ___ A family member of a Postal Service employee or a business organization owned or controlled by a family member of a Postal Service employee; (*Relationship*) _____
- (iv) ___ An individual residing in the same household as a Postal Service employee or a business organization owned or controlled by an individual residing in the same house as a Postal Service employee;
- (v) ___ None of the above.

B. If you checked any of A (i) through (iv) above complete as applicable:

- i. Postal Service Employee: (Name) _____ (Title) _____
(Location) _____
- ii. Spouse who works for the Postal Service:
(Name) _____ (Title) _____ (Location) _____
- iii. Family member who works for the Postal Service :
(Name) _____ (Title) _____ (Location) _____
- iv. Household Member who works for the Postal Service : __
(Name) _____ (Title) _____ (Title)
(Location) _____

C. If you have checked "none of the above" and during the lease term or any renewal term, you do fall into any of the categories listed in A (i) through (iv) above, you shall notify the Postal Service's Contracting Officer in writing within 30 days of the date you fall into any of the categories and shall include an explanation of which of the above categories now applies.

[INTERNAL USE ONLY: 1) If A (vi) 'none of the above' is selected, continue to process the lease. 2) If other items are selected, submit information to Ethics.help@usps.gov and file Ethics determination with the lease.]



Signature Page

Facility Name/Location
STANFORD—MAIN OFFICE (167440-001)
100 W. MAIN ST, STANFORD, IL 61774-7540

County: MCLEAN
Solicitation:

The person signing this Lease certifies under penalty of perjury that he/she/ it has full power and authority to bind the Landlord named below.

LANDLORD:

Executed this ____ day of _____, 20__

BY: _____
[Insert Signature]

BY: __FRANKLIN E. CUTHBERTSON
[PRINT: name of entity or person]

Title: _LANDLORD
[Insert title if Landlord is an entity]

The person signing this Lease has full power and authority to bind the United States Postal Service

UNITED STATES POSTAL SERVICE:

Executed this ____ day of _____,20__

By: _____

Name: _PAUL S. FRYE

Title: Contracting Officer

Facility Name/Location
STANFORD—MAIN OFFICE (167440-001)
100 W. MAIN ST, STANFORD, IL 61774-7540

County: MCLEAN
Solicitation:

Exhibit A

100 W. Main St., Stanford, IL 61774-7540

All of the North 100 feet of Lot 2, EXCEPT the West 80 feet thereof, and all of the North 100 feet of Lot 26, all in Block 14 of the Original Town, now Village of Stanford, McLean County, Illinois.

Facility Name/Location
STANFORD—MAIN OFFICE (167440-001)
100 W. MAIN ST, STANFORD, IL 61774-7540

County: MCLEAN
Solicitation:

Exhibit B

**Parking Area
(If Applicable)**

Facility Name/Location
STANFORD—MAIN OFFICE (167440-001)
100 W. MAIN ST, STANFORD, IL 61774-7540

County: MCLEAN
Solicitation:

1. APPLICABLE CODES AND ORDINANCES

The Landlord shall comply with all codes and ordinances applicable to the ownership and operation of the Building and Property without regard to the Postal Service tenancy. The Postal Service agrees to comply with all applicable codes and ordinances to the operations of the Postal Service at the Premises, to the extent enforceable against the Postal Service. Nothing herein shall be construed as a waiver of the Postal Service's sovereign immunity.

2. LANDLORD'S INTEREST

- a. Landlord represents and warrants to the Postal Service that as of the Effective Date, (i) Landlord owns the Building and the Property; (ii) there are no encumbrances, liens, agreements, or covenants in effect that would materially interfere with the Postal Service's ability to operate, or materially impair the Postal Service's rights or materially increase the Postal Service's obligations under this Lease; and (iii) Landlord is unaware of any existing or impending condemnation plans, proposed special assessments or other adverse physical conditions relating to the Property (provided that if the Premises has been previously occupied by the Postal Service, then Landlord's representation regarding adverse physical conditions is limited to conditions that Landlord is responsible for under this Lease).
- b. If this Lease provides for payments aggregating \$10,000 or more to Landlord, claims for monies due or to become due from the Postal Service under this Lease may be assigned by Landlord to a bank, trust company, or other financing institution, including any federal lending agency, and may thereafter be further assigned and reassigned to any such institution. Any assignment or reassignment must cover all amounts payable and must not be made to more than one party at a time, except that assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in financing this Lease. No assignment or reassignment by Landlord will be recognized as valid and binding upon the Postal Service unless a written notice of the assignment or reassignment, together with a true copy of the instrument of assignment and other reasonable documentation, including without limitation, a W-9, is filed with:
1. the Postal Service's Contracting Officer; and
 2. the surety or sureties, if any, upon any bond.
- c. Assignment by Landlord of this Lease or any interest in this Lease other than in accordance with the provisions of this clause will be grounds for termination of this Lease by the Postal Service.
- d. Nothing contained herein shall be construed so as to prohibit transfer of ownership of the Premises by Landlord, provided that:
1. such transfer is subject to this Lease;
 2. a copy of the recorded deed or other official transfer instrument evidencing the transfer is provided to the Postal Service; and
 3. Landlord shall cause its assignee or transferee to assume the provisions of this Lease in a writing that is delivered to the Postal Service along with a notice of the transfer. These should be delivered to the Postal Service within 15 days of the date of the transfer or assignment. In addition, both the original Landlord and the new landlord must execute the standard *Certificate of Transfer of Title to Leased Property and Lease Assignment and Assumption* form within 15 days after receipt of such form from the Postal Service. In addition the new landlord shall provide a Federal W-9 form. . . Until the Postal Service has the required forms, the Postal Service will continue to pay rent and give all notices to Landlord and not the new landlord. Provided Landlord's successor or assignee expressly assumes Landlord's duties and covenants under this Lease, Landlord shall be released from all liability toward the Postal Service arising from any act, occurrence or omission of Landlord's successor or assign occurring after the transfer of Landlord's interest in this Lease. However, Landlord will not be relieved of liability for its acts, omissions or obligations occurring or accruing up to and including the date of such transfer, and the Postal Service can pursue its remedies for default against either the Landlord or the new landlord.

3. ASSIGNMENT/SUBLEASE BY THE POSTAL SERVICE

The Postal Service may sublet all or any part of the Premises or assign this Lease only with the prior written consent of Landlord, such consent not to be unreasonably withheld, conditioned, or delayed, but the Postal Service shall not be relieved from any obligation under this Lease by reason of any subletting or assignment. If Landlord fails to respond in writing to a written request to sublease or assign from the Postal Service within thirty days after receipt by Landlord of the Postal Service's written request, Landlord shall be deemed to have consented to such sublease or assignment, as applicable.

4. ALTERATIONS AND RESTORATION

- a. The Postal Service shall have the right to make alterations, attach fixtures and erect additions, structures and install flags and flagpoles or signs in or upon the Premises or install flags and flagpoles and collection boxes in the common areas (provided such alterations, additions, structures, or signs shall not be detrimental to or inconsistent with the rights granted to other tenants on the Property); which fixtures, additions, structures, flags or signs so placed in, upon or attached to the Premises or common areas shall be and remain the property of the Postal Service and may be removed or otherwise disposed of by the Postal Service at any time and from time to time, including, without limitation, at the end of the term or any renewal term, subject to the provisions of Section 4b below.
- b. Upon expiration or termination of this Lease, the Postal Service shall remove its personal property and restore the Premises to a "broom clean" condition with any systems and structures for which the Postal Service is responsible (under the Maintenance Rider attached to this Lease) in working order. The Postal Service is not responsible to restore any condition due to reasonable and ordinary wear and tear, damages by the elements, or by circumstances over which the Postal Service has no control. The Postal Service at its sole option may, prior to the expiration or termination of the Lease, remove any or

Facility Name/Location
STANFORD—MAIN OFFICE (167440-001)
100 W. MAIN ST, STANFORD, IL 61774-7540

County: MCLEAN
Solicitation:

all of the alterations or improvements or elect to abandon the alterations or improvements in or on the Premises. If the Postal Service elects to abandon, the abandoned alterations and improvements shall become the property of the Landlord and the Postal Service shall be relieved of any liability in connection therewith; provided, however, if following expiration of the Lease the Postal Service enters into a new lease agreement with Landlord to remain in the Premises, the Postal Service shall have continued responsibility for maintenance of such alterations or improvements which were installed by the Postal Service during the term of this Lease (and not by Landlord) in accordance with the Maintenance Rider attached to this Lease.

5. DAMAGE AND DESTRUCTION: INTENTIONALLY BLANK

6. INSURANCE: INTENTIONALLY BLANK

7. HAZARDOUS/TOXIC CONDITIONS CLAUSE

a. Definitions. As used in this Lease, the following terms have the following meanings:

"Environmental Laws" mean all federal, state or local statutes, laws, ordinances, rules or regulations, relating to protection of human health or the environment, including but not limited to (i) all laws relating to the release of Hazardous Materials into the air, surface water, groundwater or land, or relating to the reporting, investigation or remediation of, licensing, manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Materials; and (ii) all laws pertaining to the protection of the health and safety of employees.

"Hazardous Materials" mean (i) any toxic substance or hazardous waste, substance or related material, or any pollutant or contaminant that is or may hereafter be defined as or included in the definition of "hazardous substances," "toxic substances," "hazardous materials," "hazardous waste" or words of similar import under any and all Environmental Laws; (ii) petroleum, radon gas, asbestos in any form that is or could become friable, urea formaldehyde foam insulation, transformers or other equipment that contain dielectric fluid containing levels of polychlorinated biphenyls in excess of federal, state or local safety guidelines, whichever are more stringent; and (iii) any substance, gas material or chemical that is or may hereafter be defined as or included in the definition of "hazardous substances," "toxic substances," "hazardous materials," "hazardous waste" or words of similar import under any Environmental Laws.

"Environmental Contamination" means the presence of any Hazardous Materials which includes the presence of friable asbestos materials at any level, in, on, or under the Property, the Premises, common areas or the Building, at levels that require reporting to the enforcing environmental regulatory agency and/or environmental response action (s) under applicable Environmental Laws.

"Asbestos-Containing Material" (ACM) means any material containing more than 1% asbestos as determined by using the method specified in 40 CFR Part 763, Subpart E, Appendix E. "Friable asbestos material" means any ACM that, when dry, can be crumbled, pulverized, or reduced to powder by hand pressure.

b. Landlord Certification. By execution of this Lease, the Landlord certifies that, to the best of its knowledge and excluding any written disclosures made to the Postal Service: (i) the Property and Premises are free of Environmental Contamination; (ii) there are no undisclosed underground storage tanks or associated piping on, in, or under the premises or Property; (iii) there are no ACMs, radon, lead-based paint, or lead piping or solder in drinking water systems, or in or on the Property; and (iv) Landlord has not received, nor is Landlord aware of, any notification or other communication from any party concerning any environmental condition, or violation or potential violation of any Environmental Law, regarding the Property or its vicinity. If the Landlord becomes aware of any such conditions, potential conditions, or violations of any Environmental Laws regarding the Property or its vicinity defined herein, subsequent to Lease commencement or any renewal thereof, Landlord must disclose the new information to the Postal Service as soon as possible, and under no circumstances later than 5 business days after first becoming aware.

c. Environmental Condition of the Premises.

(i) Unless due to the negligence of the Postal Service, if after the Lease Commencement Date or any renewal thereof, Environmental Contamination is at any time identified on the Property, upon notification by the Postal Service, Landlord agrees to remediate or abate such Environmental Contamination to the extent required by Environmental Laws. Prior to performing any work, Landlord must seek and receive written approval by the Postal Service Contracting Officer of the Landlord's contractor and scope of work, and such approval will not be unreasonably withheld. The foregoing notwithstanding, the Postal Service shall pay that portion of the costs of remediation of Environmental Contamination caused directly by the negligence of the Postal Service. The parties agree that neither of the following shall not constitute the negligence of the Postal Service: (a) reasonable and ordinary wear and tear and (b) damages by the elements or by circumstances over which the Postal Service has no control.

(ii) If the Landlord fails to diligently remove, or otherwise respond to in accordance with Environmental Law, any Environmental Contamination, the Postal Service shall have the right to perform the work, and withhold the cost plus administrative costs and/or interest, from Rent payments due or to become due under this Lease (or from other amounts owed to Landlord by the Postal Service or federal government). Alternatively, if Landlord fails to prosecute the work as required and the Postal Service determines that the Premises are untenantable or unfit for use or occupancy, the Postal Service may, with reasonable discretion, cancel this Lease in its entirety without liability. The remedies provided in this section are non-exclusive and are in addition to any remedies available to the Postal Service under applicable law. Completion of the work by Postal Service shall not relieve Landlord of its responsibility to perform the work in the future. In addition, the Postal Service may proportionally abate the Rent for any period the Premises, or any part thereof, are determined by the Postal Service to have been rendered untenantable or unavailable to it by reason of such condition. If non-friable ACM, whether disclosed by the Landlord prior to execution of this Lease or subsequently found in or on the Property after execution of this Lease, should become friable due to any cause other than the negligence of the Postal Service, the removal, abatement, containment, repair, remediation, replacement or environmental response to such friable ACM

Facility Name/Location
STANFORD—MAIN OFFICE (167440-001)
100 W. MAIN ST, STANFORD, IL 61774-7540

County: MCLEAN
Solicitation:

shall be performed by the Landlord at the Landlord's sole cost and expense. If ACM in or on the Property or the Building was rendered friable due to the negligence of the Postal Service (including any such negligence of the Postal Service under any prior lease or leases of the Premises), the Postal Service shall be liable for the removal, abatement, containment, repair, remediation, replacement or environmental response to such friable ACM at the Postal Service's sole cost and expense. The parties agree as follows: (1) to the extent a failure by the Postal Service to maintain the improvements containing ACM in accordance with the Postal Service's obligations under the Maintenance Rider in the current or a prior lease of the Premises causes asbestos in ACM in the Premises to become friable, such failure shall constitute the negligence of the Postal Service hereunder, and the Postal Service shall be liable for the removal, abatement, containment, repair, remediation, replacement or environmental response to such friable ACM at the Postal Service's sole cost and expense; and (2) to the extent a failure by the Landlord to maintain the improvements containing ACM in accordance with the Landlord's obligations under the Maintenance Rider in the current or a prior lease of the Premises causes asbestos in ACM in the Premises to become friable, such failure shall constitute the negligence of the Landlord hereunder, and the Landlord shall be liable for the removal, abatement, containment, repair, remediation, replacement or environmental response to such friable ACM at the Landlord's sole cost and expense.

(iii) Without limiting the foregoing, regardless of whether Landlord is required by this Lease to provide fuel for a heating system as set forth in the Utilities and Services Rider, any investigative and remediation cost associated with a release or suspected release of fuel from the heating system, including any fuel tank, shall be the responsibility of the Landlord, unless, and to the extent that, the release is caused by the negligence of the Postal Service's agents or employees, in which event the Postal Service shall be responsible for a portion of the investigative and remediation costs associated with the release to the extent such release was due directly to the Postal Service's agents' or employees' negligence.

d. **Rights to Contribution.** Nothing stated herein is intended to limit the right of the Landlord or the Postal Service to make claims for contribution or cost recovery under applicable laws against each other or any other persons or entities responsible for such Environmental Contamination.

d. **Landlord Indemnification of Postal Service.** The Landlord hereby indemnifies and holds harmless the Postal Service and its officers, agents, representatives, and from and against any and all claims, losses, damages, actions, causes of action, expenses, fees and/or liability resulting from, brought for, or on account of any violation of this clause or in any way arising out of or connected to Environmental Contamination on the Property, except that Landlord shall not be required to indemnify the Postal Service for, and to the extent of, that portion of Environmental Contamination caused directly by the negligence of the Postal Service. The parties agree that neither of the following shall constitute the negligence of the Postal Service: (a) reasonable and ordinary wear and tear and (b) damages by the elements or by circumstances over which the Postal Service has no control.

8. DEFAULTS

a. **Default by Postal Service.** The occurrence of any one or more of the following events shall constitute a default and breach of this Lease by the Postal Service:

(i) The failure by the Postal Service to make any payment of Rent or any other payment required to be made by the Postal Service under this Lease, as and when due, where such failure shall continue for a period of 30 days after Landlord notifies the Postal Service in writing of such failure; or

(ii) The failure by the Postal Service to observe or perform any of the provisions of this Lease to be observed or performed by the Postal Service, other than the payment of sums due hereunder, where such failure shall continue for a period of 30 days after written notice thereof from Landlord to the Postal Service; provided, however, that if the nature of the Postal Service's default is such that more than 30 days are reasonably required for its cure, then the Postal Service shall not be deemed to be in default if the Postal Service commences such cure within such 30 day period and thereafter diligently pursues such cure to completion.

In the case where the Landlord has alleged a Postal Service default, and where the Postal Service has vacated the Premises, Landlord must use reasonable efforts to obtain another tenant for the Premises at a fair market rental and to otherwise mitigate its damages.

b. **Default by Landlord; Remedies.** The occurrence of any one or more of the following events shall constitute a default and breach of this Lease by Landlord:

(i) Landlord's failure to observe or perform any of the provisions of this Lease required to be observed or performed by Landlord, other than Landlord's failure to honor its obligations under the (Landlord Responsibility) (USPS Responsibility) Maintenance Rider; or (ii) if any representation or warranty made by Landlord was false in any material respect when given or deemed given hereunder. For defaults mentioned in (i) above, Landlord shall have 30 days after written notice from the Postal Service to cure, but if Landlord's default does not have a materially adverse impact upon the Postal Service's operations (as reasonably determined by the Postal Service) and more than 30 days are reasonably required for its cure, then Landlord shall have 60 days from the date of the Postal Service's initial written notice to Landlord to cure. There is no cure period for false representations or warranties by Landlord.

If Landlord defaults and fails to cure, or cannot cure the default then, the Postal Service, at its option, without further notice or demand, shall have the right to any one or more of the following remedies in addition to all other rights and remedies provided at law or in equity or elsewhere herein: (a) to remedy such default or breach and deduct the costs thereof from Rent (or from other amounts owed to Landlord by the Postal Service or the federal government); (b) to proportionately abate the Rent for any period the Premises, or any part thereof, are reasonably determined by the Postal Service to have been rendered untenable, or unfit for use and occupancy, by reason of such default or breach; (c) to seek money damages provided, however, that the Postal Service shall not seek or demand any consequential, punitive or special damages; and (d) to terminate the Lease. Nothing herein contained shall relieve Landlord from its obligations hereunder, nor shall this Section be construed to obligate the Postal Service to perform Landlord's repair obligations under this Lease. The notice and cure provisions in this Paragraph (b) are for general defaults by Landlord not otherwise expressly addressed in other sections of this Lease, and therefore, to the extent of any conflict between the provisions of other sections of this Lease and this Paragraph (b), the provisions of other sections of this Lease shall govern.

Facility Name/Location
STANFORD—MAIN OFFICE (167440-001)
100 W. MAIN ST, STANFORD, IL 61774-7540

County: MCLEAN
Solicitation:

c. **Force Majeure.** In the event that either party shall be delayed or hindered in or prevented from the performance of any covenant, agreement, work, service, or other act required under this Lease to be performed by such party (a "**Required Act**"), and such delay or hindrance is due to causes entirely beyond its control such as riots, insurrections, martial law, civil commotion, war, acts or threats of terrorism, fire, flood, earthquake, delays by governmental authorities or other casualty or acts of God (a "**Force Majeure Event**"), then the performance of such Required Act shall be excused for the period of delay, and the time period for performance of the Required Act shall be extended by the same number of days in the period of delay. For purposes of this Lease, the financial inability of Landlord or the Postal Service to perform any Required Act, including (without limitation) failure to obtain adequate or other financing, shall not be deemed to constitute a Force Majeure Event. A Force Majeure Event shall not be deemed to commence sooner than 15 days before the date on which the party who asserts some right, defense or remedy arising from or based upon such Force Majeure Event gives written notice thereof to the other party hereto. If abnormal adverse weather conditions are the basis for a claim for an extension of time due to a Force Majeure Event, the written notice shall be accompanied by data substantiating (i) that the weather conditions were abnormal for the time and could not have been reasonably anticipated and (ii) that the weather conditions complained of had a significant adverse effect on the performance of a Required Act. To establish the extent of any delay to the performance of a Required Act due to abnormal adverse weather, a comparison will be made of the weather for the time of performance of the Required Act with the average of the preceding ten (10) years climatic range based on the National Weather Service statistics for the nearest weather reporting station to the Premises. No extension of time for or excuse for a delay in the performance of a Required Act will be granted for rain, snow, wind, cold temperatures, flood or other natural phenomena of normal intensity for the locality where the Premises are located.

d. In no event shall the Postal Service or Landlord be liable for any consequential, punitive, or special damages under this Lease. The parties agree that this restriction shall not apply to liquidated damages, if any, provided for in any work letter or other rider or attachment to this Lease.

9. GOVERNING LAW; CLAIMS AND DISPUTES

a. This Lease shall be governed by federal law, including but not limited to, the Contract Disputes Act of 1978 (41 U.S.C. 7101-7109) (the "**Act**"). Except as provided in the Act, all disputes arising under or relating to this Lease must be resolved under this clause.

b. "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this Lease. However, a written demand or written assertion by the Landlord seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified as required by subparagraph d below. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

c. A claim by the Landlord must be made in writing and submitted to the Postal Service Contracting Officer for a written decision. A claim by the Postal Service against the Landlord is subject to a written decision by the Postal Service Contracting Officer. For Landlord claims exceeding \$100,000, the Landlord must submit with the claim the following certification:

"I certify that the claim is made in good faith, that the supporting data are accurate and complete to the best of my knowledge and belief, that the amount requested accurately reflects the contract adjustment for which the Landlord believes the Postal Service is liable, and that I am duly authorized to certify the claim on behalf of the Landlord."

The certification may be executed by any person duly authorized to bind the Landlord with respect to the claim.

d. For Landlord claims of \$100,000 or less, the Postal Service Contracting Officer must, if requested in writing by the Landlord, render a decision within 60 days of the request. For Landlord-certified claims over \$100,000, the Postal Service Contracting Officer must, within 60 days, decide the claim or notify the Landlord of the date by which the decision will be made.

e. The Postal Service Contracting Officer's decision is final unless the Landlord appeals or files a suit as provided in the Act.

f. When a claim is submitted by or against a Landlord, the parties by mutual consent may agree to use an alternative dispute resolution (ADR) process to assist in resolving the claim. A certification as described in subparagraph d of this clause must be provided for any claim, regardless of dollar amount, before ADR is used.

g. The Postal Service will pay interest on the amount found due and unpaid from:

1. the date the Postal Service Contracting Officer receives the claim (properly certified if required); or
2. the date payment otherwise would be due, if that date is later, until the date of payment.

h. Simple interest on claims will be paid at a rate determined in accordance with the Act.

i. Landlord must proceed diligently with performance of this Lease, pending final resolution of any request for relief, claim, appeal, or action arising under this Lease, and comply with any decision of the Postal Service Contracting Officer.

10. GENERAL

a. **Quiet Enjoyment.** Without limiting any rights the Postal Service may have by statute or common law, Landlord covenants and agrees that, provided

Facility Name/Location
STANFORD—MAIN OFFICE (167440-001)
100 W. MAIN ST, STANFORD, IL 61774-7540

County: MCLEAN
Solicitation:

that the Postal Service is not in default under this Lease, and for so long as this Lease is in full force and effect, the Postal Service shall lawfully and quietly hold, occupy and enjoy the Premises during the term of this Lease from and after Landlord's delivery of the Premises to the Postal Service until the end of the term, without disturbance by Landlord or by any person having title paramount to Landlord's title or by any person claiming by, through or under Landlord. In the event of substantial, material or unreasonable interference by Landlord as a result of the Landlord exercising its rights and obligations under the Maintenance Rider [whether the Maintenance Rider Landlord Responsibility or Maintenance Rider USPS Responsibility (Partial) is applicable to this Lease], the Rent and other payments and reimbursements due or to become due under this Lease all shall be equitably abated if the interference continues for more than 24 hours. In the event such interference shall continue for longer than 6 months, the Postal Service shall have the option to terminate this Lease or continue to operate with rent abatement until the interruption ceases. Notwithstanding the foregoing, in the event that, as a result of any substantial, material or unreasonable interference, the Postal Service is legally required to move any of its business operations, then Landlord shall reimburse the Postal Service for the actual reasonable costs incurred in connection with such move.

b. **Exterior of Building.** Landlord shall not place, or allow any other person or entity to place, any advertising, bas reliefs, murals or other decorations on the exterior walls of the area in which the Premises is located nor shall Landlord place, or allow any other person or entity to place any additional landscaping or plantings in such area in excess of that landscaping or planting in existence at the commencement of this Lease. Nothing stated herein is intended to prohibit Landlord from replacing the landscaping or plantings in existence at the commencement of this Lease as needed.

c. **Landlord's Access.** Landlord and Landlord's agents shall have the right to enter the Premises upon reasonable prior written notice for the purpose of performing inspections, maintenance or repairs that are the responsibility of Landlord under this Lease; provided that no inspections may occur during the Postal Service's peak season (November 1 of each year through January 31 of the following year) other than those necessitated by the sale or refinance of the Property. The Landlord's right of entry hereunder shall be exercisable only during normal business hours and only on the terms set forth in a separate right of entry agreement available to Landlord upon written request to the Postal Service. All other access to the Premises, including but not limited to showing the property to potential buyers, and within 30 days of the end of the Lease term, showing the property to potential tenants, shall be at the sole discretion of the Postal Service.

d. **Calendar Days.** All references herein to "days" shall mean calendar days unless specified to the contrary.

e. **Counterparts.** This Lease may be executed in counterparts, which together shall constitute a single instrument. The parties agree that if the signature(s) of either Landlord or the Postal Service on this Lease or any amendments, addendums, assignments, or other records associated with this Lease is not an original but is a digitally encrypted signature, then such digitally encrypted signature shall be as enforceable, valid and binding as, and the legal equivalent to, an authentic original wet signature penned manually by its signatory.

f. **Notices.** Whenever a provision is made under this Lease for any demand, notice or declaration of any kind, or where it is deemed desirable or necessary by either party to give or serve any such notice, demand or declaration to the other party, it shall be in writing and sent by (i) United States mail, certified, postage prepaid or (ii) by Priority Mail Express (overnight), in each instance to the addresses set forth below or at such address as either party may advise the other from time to time in writing. Notices to the Postal Service must include the identification of the facility name and location to be effective. Notices given as required by this Lease will be deemed to have been given three (3) days after the date of certified mailing or the next business day after being sent by Priority Mail Express (regardless whether the addressee rejects, refuses to sign, or fails to pick up such delivery).

To Landlord at: Franklin E. Cuthbertson
1614 Brook Valley Circle
Mount Juliet, TN 37122-9215

With a copy to: _____

To the Postal Service at: Contracting Officer
7029 Albert Pick Road, Suite 300
Greensboro, NC 27498-1103

With a copy to: Postmaster/Installation Head
100 W. Main Street
Stanford, IL 61774-7540

Anything in the foregoing to the contrary notwithstanding, in the case of multiple persons or entities comprising Landlord under this Lease or in the case of a person or entity acting as an agent of Landlord, notices to any one of such multiple persons or entities or notice to an agent of Landlord shall be deemed to be sufficient notice to Landlord.

11. FACILITIES NONDISCRIMINATION

a. By executing this Lease, the Landlord certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform services at any location under its control where segregated facilities are maintained.

Facility Name/Location
STANFORD—MAIN OFFICE (167440-001)
100 W. MAIN ST, STANFORD, IL 61774-7540

County: MCLEAN
Solicitation:

b. The Landlord will insert this clause in all contracts or purchase orders under this Lease unless exempted by Secretary of Labor rules, regulations, or orders issued under Executive Order 11246.

12. CLAUSES REQUIRED TO IMPLEMENT POLICIES, STATUTES, OR EXECUTIVE ORDERS

The following clauses are incorporated in this Lease by reference. The text of incorporated terms may be found in the Postal Service's Supplying Principles and Practices, accessible at <http://about.usps.com/manuals/spp/html/spp10.htm> or by searching www.usps.com.

Clause 1-5, Gratuities or Gifts (March 2006)
Clause 1-6, Contingent Fees (March 2006)
Clause 9-3, Davis-Bacon Act (March 2006)¹
Clause 9-7, Equal Opportunity (March 2006)²
Clause 9-13, Affirmative Action for Handicapped Workers (March 2006)³

Clause B-25, Advertising of Contract Awards (February 2013)

Note: For purposes of applying the above standard clauses to this Lease, the terms "supplier," "contractor," and "lessor" are synonymous with "Landlord," and the term "contract" is synonymous with "Lease."

¹ For premises with net interior space in excess of 6,500 SF.

² For leases aggregating payments of \$10,000 or more.

³ For leases aggregating payments of \$10,000 or more.

Facility Name/Location
STANFORD—MAIN OFFICE (167440-001)
100 W. MAIN ST, STANFORD, IL 61774-7540

County: MCLEAN
Solicitation:

1. **Postal Service Responsibilities.** The Postal Service shall maintain the Premises (including repair and replacement of items, if necessary as reasonably determined by the Postal Service) except for those items specifically made the responsibility of Landlord in Paragraph 3 below. The responsibility of the Postal Service as stated herein will be fulfilled at such time and in such manner as the Postal Service reasonably considers necessary.
2. **Premises.** The term “Premises” as used in this rider includes the Premises described in the Lease, the improvements and appurtenances to such Premises exclusively used by the Postal Service (including parking lots, driveways, sidewalks, and fencing), and all equipment and fixtures furnished, or to be furnished, by Landlord under this Lease.
3. **Landlord Responsibilities.**
 - I. Landlord is responsible for maintenance of, repairs to, and, if necessary, replacement of:
 - a. **Common Areas.** All common or joint use interior and exterior areas (including exterior painting), and common or joint use equipment and systems that may be included as part of this Lease.
 - b. **Structural Elements.** All structural elements, exterior or interior wherever located on the Property, including but not limited to: the foundation; column supports; bearing walls; retaining walls; bridges; floors (but not including floor covering); and similar structural elements or features.
 - c. **Roof.** All parts of the roof system including, but not limited to: the roof covering; flashing and insulation (including around any roof-top equipment); roof beams, joists, and deck; soffit and fascia; and gutters and downspouts. Landlord shall be responsible for the timely removal of snow and ice from the roof. Landlord will also be responsible for regular cleaning of all gutters, downspouts, troughs, scuppers, roof drains, etc.
 - d. **Pest Control.** Inspection, prevention and eradication of termites and other wood-eating insects and any damage resulting therefrom.
 - e. **Construction Defects.** Defects in building construction or installation of equipment, fixtures, or appurtenances furnished by Landlord.
 - f. **Casualty.** Damage from Acts of God; acts of public enemy, riot or insurrection; and vandalism, and damages resulting from fire or other casualties.
 - g. **Well and Septic Systems.** Any necessary replacement of any part or all of the well and septic systems, including lateral fields. If replacement of either system becomes necessary as a result of the failure of that system, Landlord remains responsible for providing an operating well system and septic system. Landlord is also responsible for any inspections of these systems required by governing bodies. Landlord is responsible for the permitting and routine maintenance of the well system and septic system, including any necessary pumping and cleaning of the septic system. While all or any part of such well or septic system is not functioning, Landlord shall provide, at Landlord’s sole cost, risk and expense, potable water and sanitary facilities at the Premises and shall maintain the same in good working order until the well and septic system are functioning as required by the Postal Service.
 - h. **Utilities Distribution Systems, Structures and Components.** All utilities, including all utilities distribution systems (i.e., water, gas, electrical, sewer) and structures and the components thereof which deliver such utility services to the Premises, including interior and exterior to the building, and including but not limited to base building electrical, plumbing, pipes, conduit, wiring, and related components located within the facility including, without limitation, behind walls, under floors and inside ceilings and exterior to the building but located on the Premises. This excludes additional systems and/or structures that were specifically installed by the Postal Service or its contractors for the Postal Service’s particular furniture, fixtures, and equipment (FF&E) needs. This also excludes interior sinks, toilets, electrical panels, electrical outlets, and HVAC units and lights whether located inside the Building or exterior to the Building but on the Premises.
 - i. **Water Remediation.** Inspection and remediation of recurring pooling and ponding water (interior and exterior) that interferes with the use and occupancy of the Premises or that is required under applicable codes and ordinances.
 - j. **Retention Ponds.** Any retention ponds.
 - k. **Sink holes.** Any sink holes and any damage resulting therefrom.

Facility Name/Location
STANFORD—MAIN OFFICE (167440-001)
100 W. MAIN ST, STANFORD, IL 61774-7540

County: MCLEAN
Solicitation:

I. **Exterior Site Related Issues.** All site related issues at the exterior of the Property, including but not limited to, damage caused by trees, overhanging branches, and roots (whether such items cause damage either on or off the Property) that interferes with the use and occupancy of the Premises or that is required under applicable codes and ordinances (but not including general landscaping). Without limiting the foregoing, the Landlord is responsible for proper removal of downed trees and branches.

II. To the extent that any maintenance, repairs or replacement of the above items was required as a direct result of the negligence of the Postal Service. In that event, a portion of the costs of such maintenance, repairs or replacement directly attributable to the negligence of the Postal Service shall be paid by the Postal Service.

III. If the Landlord is required to maintain, repair or replace something under this Lease, including, without limitation, this Rider, Landlord must perform all maintenance, repairs and replacements promptly and in any event within the time period provided in the Postal Service's notice to Landlord and submit photographs of the completed repair to the Postal Service at the address designated in such notice provided by the Postal Service. If Landlord does not finish the maintenance, repairs or replacements within the time period set forth in the Postal Service's notice, then unless the Landlord requests more time, and the Postal Service grants more time using its reasonable judgment, then the Postal Service may (i) perform the maintenance, repair, or replacement (by contract or otherwise) and recover the cost plus any administrative cost and/or interest, from the Landlord and from Rent and other payments and reimbursements due or to become due to Landlord (or from other amounts owed to Landlord by the Postal Service or federal government), or (ii) terminate the Lease on a date specified by the Postal Service in the notice to Landlord.

IV.. In the case of an emergency (as reasonably determined by the Postal Service), then notwithstanding the above provision, the Postal Service may give Landlord notice by phone or other method and may give such shorter notice as is practicable under the circumstances. Upon notice, Landlord must immediately start the maintenance, repairs or replacements and if Landlord fails to do such maintenance, repairs or replacements immediately, the Postal Service may immediately perform the maintenance, repair, or replacement (by contract or otherwise) and recover the cost plus any administrative cost and/or interest, from Landlord and from Rent and other payments and reimbursements due or to become due to Landlord.

V. In addition to any other remedies of the Postal Service, the Postal Service may abate Rent and all other payments due or to become due under this Lease for any period the Postal Service reasonably determines all or any portion of the Premises, any common areas of the Property providing access to the Premises, or parking areas are untenable or unfit for the Postal Service's use as a result of Landlord's failure to maintain, repair or replace as required by this Lease. Rent and other payments due or to become due to Landlord will be abated in proportion to the impairment or loss of use as determined by the Postal Service.

4. **Health and Safety.** In performing the maintenance, repair and/or replacement obligations under this Lease, Landlord must:

- a. comply with applicable Occupational Safety and Health Standards, title 29 Code of Federal Regulations (CFR) (including but not limited to Parts 1910 and 1926), promulgated pursuant to the authority of the Occupational Safety and Health Act of 1970 (OSHA);
- b. comply with any other applicable federal, state, or local regulation governing workplace safety to the extent they are not in conflict with section (a) above; and
- c. take all other proper precautions to protect the health and safety of:
 - (1) any laborer or mechanic employed by the Landlord in performance of this Lease;
 - (2) Postal Service employees; and
 - (3) the public.



UNITED STATES
POSTAL SERVICE™

**Maintenance Rider
USPS Responsibility (Partial)**

Facility Name/Location

STANFORD—MAIN OFFICE (167440-001)

100 W. MAIN ST, STANFORD, IL 61774-7540

County: MCLEAN

Solicitation:

Landlord must include this clause in all contracts hereunder and require its inclusion in all subcontracts of a lower tier. The term "Landlord" as used in this clause in any contract must be deemed to refer to the contractor.

5. Landlord Access. In the event of emergency requiring access after-hours, Landlord must call the Postal Inspection Service at 1-877-876-2455 Option 2 "Emergency" prior to entry. When entering or performing any inspection, repair, maintenance, replacements or other work in the Premises, Landlord, its agents, employees and/or contractors (i) shall identify themselves to the Postal Service's personnel immediately upon entering the Premises, and must be accompanied by a Postal Service employee when not in public areas; and (ii) shall use commercially reasonable, good faith efforts not to affect, interrupt or interfere with the Postal Service's use, business or operations on the Premises or obstruct the visibility of or access to the Premises by more than a de minimis extent as determined by the Postal Service. .



UTILITIES, SERVICES & EQUIPMENT RIDER

Facility Name/Location
STANFORD—MAIN OFFICE (167440-001)
100 W. MAIN ST, STANFORD, IL 61774-7540

County: MCLEAN
Solicitation:

1. GAS

Postal Service Pays: The Postal Service pays all recurring charges of gas services to the Premises, provided such charges are separately metered, by a meter or sub-meter installed by Landlord at Landlord's expense, to measure the Postal Service's consumption of gas.

2. ELECTRICITY

Postal Service Pays: The Postal Service will pay all recurring electric bills, provided such charges are separately metered, by a meter or sub-meter installed by Landlord at Landlord's expense, to measure the Postal Service's consumption.

3. WATER

USPS Pays for Water – Public System: The Premises are hooked up to a public water system. The Postal Service must pay for all recurring charges for provision of such water services.

4. SEWER

Landlord Provides and Pays for Sewer– Private System: The Premises are supplied by a private sewer system. The Landlord pays for all recurring charges for the sewer system. If public sewer services are currently available, Landlord must obtain connection to the public sewer system and public sewer services, maintain the connections, and pay all fees and costs involved in the connection of the Property to the public sewer system so that public sewer services are available at all times in and to the Premises. If a public sewer system is not currently available, but becomes available in the future, Landlord must obtain connection to the public sewer system, maintain the connections and pay all fees and costs involved in connecting the Property to the public sewer system so that public sewer services are available at all times in and to the Premises. After connection, the Postal Service pays for all recurring sewer charges, provided such charges are separately metered, by a meter or sub-meter installed at Landlord's expense, for the measurement of Postal Service's consumption.

5. TRASH

USPS: Postal Service is responsible for all trash removal and disposal from the Premises and will provide its own trash receptacle or receptacles at its cost in a location acceptable to the Postal Service either on the Premises or in the common areas, if any.

6. SNOW



UTILITIES, SERVICES & EQUIPMENT RIDER

Facility Name/Location
STANFORD—MAIN OFFICE (167440-001)
100 W. MAIN ST, STANFORD, IL 61774-7540

County: MCLEAN
Solicitation:

USPS IS THE SINGLE TENANT: USPS Removes Snow and Ice from Premises except for Roof and Non-Exclusive Postal Service Use Areas: The Postal Service agrees to remove snow and ice at the cost of the Postal Service from only those areas used exclusively by the Postal Service, which may include all or only portions of the sidewalks, driveways, drive aisles, entrances, exits, parking and maneuvering areas, and any other areas providing exclusive access to the Premises used by the Postal Service's employees, contractors, or customers (including, but not limited to, stairs, handicap access ramps, carrier ramps, etc.). The Postal Service is not responsible for, and will not pay the costs of, the removal of snow and ice from the roof or any areas not exclusively used by the Postal Service. Landlord is responsible for and must pay the costs of the timely removal of snow and ice from the roof, as well as all areas not exclusively used by the Postal Service.

7. CUSTODIAL SERVICES

Custodial Services for purposes of this Lease means the following: all duties considered necessary or desirable by the Postal Service to maintain cleanliness at the Premises and the Property. Custodial services include, but are not limited to the following tasks: vacuum and mop floors, empty trash containers, clean windows, sanitize bathroom fixtures and carry out any other tasks related to cleaning dirt and debris from the inside or the outside of a particular building. Custodial services do not include roof or gutter cleaning.

USPS IS THE SINGLE TENANT FACILITY USPS Provides Interior and Exterior Custodial Services: The Postal Service will provide its own custodial services for the interior and exterior of the Premises at its cost including, without limitation, custodial services for the parking areas, driveways, drive aisles, entrances, exits, sidewalks, lighting, and other exterior features other than landscaping, all at Landlord's cost.

8. EXTERIOR PLANTINGS

Postal Service Responsibility. The Postal Service has no responsibility for any exterior plantings except that the Postal Service will be responsible for cutting the grass and trimming low shrubs at such times and in such manner as the Postal Service determines necessary in its sole discretion.

