

U.S. GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE

October 24, 2011

LEASE NO.

GS-05B-18400

THIS LEASE, made and entered into this date by and between **MERRILL F. CORLEY AND BARBARA A. CORLEY dba CORLEY ENTERPRISES**

whose address is



and whose interest in the property hereinafter described is that of **OWNER**

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WITNESSETH: The parties hereto for the considerations hereinafter mentioned, covenant and agree as follows:

- The Lessor hereby leases to the Government the following described premises:

A total of 12,679 rentable square feet (RSF) of office and related space, which yields 12,165 ANSI/BOMA Office Area square feet (USF) of space on the first floor of the building located at 1090 Normandy Road, Springfield, Illinois 62703-5828 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 fourteen (14) parking spaces for the exclusive use of Government employees and patrons.

- TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on December 1, 2011 and continuing for fifteen (15) years, subject to termination and renewal rights as may be hereinafter set forth.
- The Government shall pay the Lessor monthly in arrears in accordance with the following table:

Year	Shell	Base Cost of Services	Tenant Improvement Allowance	Building Specific Security Costs	Total Annual Rent	Total Monthly Rent
1-10	\$ 191,321.10	\$ 48,560.00	\$ -	\$ -	\$ 239,881.10	\$ 19,990.09
11-15	\$ 172,177.72	\$ 48,560.00	\$ -	\$ -	\$ 220,737.72	\$ 18,394.81

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:

Corley Enterprises



- The Government may terminate this lease in whole or in part at any time after the tenth (10th) year by giving at least thirty (30) 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.

LESSOR

SIGNATURE

Merrill Corley
Barbara Corley

NAME OF SIGNER

MERRILL F. CORLEY

SIGNATURE

NAME OF SIGNER

BARBARA A. CORLEY

ADDRESS

IN THE PRESENCE OF (SIGNATURE)

Derek McDowell

NAME OF SIGNER

DEREK MCDOWELL

UNITED STATES OF AMERICA

SIGNATURE

John Boguslawski

NAME OF SIGNER

JOHN BOGUSLAWSKI

OFFICIAL TITLE OF SIGNER

CONTRACTING OFFICER

5. The Lessor shall furnish to the Government, as part to the rental consideration, the following:
 - A. The fourteen (14) parking spaces described in Paragraph 1 and parking spaces required by local code.
 - B. 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 cost associated with services, utilities, maintenance, repair, replacement, inspections, improvements and other requirements as required by the Solicitation For Offers No. GS-05B-18400 and its attachments.
 - C. 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:
 - A. Solicitation for Offers GS-05B-18400 dated 01/31/2011 (51 pages);
 - B. Amendment 1 to SFO GS-05B-18400, dated 02/27/2011 (1 page);
 - C. Amendment 2 to SFO GS-05B-18400, dated 09/06/2011 (1 page);
 - D. GSA Form 3517B entitled GENERAL CLAUSES (Rev. 11/05)
 - E. GSA Form 3518 entitled REPRESENTATIONS AND CERTIFICATIONS (Rev. 1/07)
 - F. [REDACTED] Special Requirements (24 pages)
 - G. Exhibit A – Base Plan (1 page)
7. In accordance with SFO paragraph 3.3, *Tenant Improvements Rental Adjustment*, the Government agrees to pay all Tenant Improvements via a Reimbursable Work Authorization (RWA) at the earlier of acceptance of space or occupancy.
8. If required, the Government agrees to pay all Building Specific Security Costs via a Reimbursable Work Authorization (RWA) at the earlier of acceptance of space or occupancy.
9. 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 [REDACTED] percent of the firm term value of this lease ("Commission"). The total amount of the Commission is \$[REDACTED]. 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 \$[REDACTED] which is [REDACTED] percent of the Commission, will be payable to CBRE when the Lease is awarded. The remaining \$[REDACTED] which is [REDACTED] 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 \$19,990.09 minus the prorated commission credit of \$[REDACTED] equals \$[REDACTED] (adjusted first month's rent).

Second month's rental payment of \$19,990.09 minus the prorated commission credit of \$[REDACTED] equals \$[REDACTED] (adjusted second month's rent).

Third month's rental of \$19,990.09 minus the prorated commission credit of \$[REDACTED] equals \$[REDACTED] (adjusted third month's rent).
10. In accordance with SFO paragraph 4.1, *Measurement of Space*, the common area factor is established as 1.042 (12,679 RSF / 12,165 USF).
11. In accordance with SFO paragraph 4.2, *Tax Adjustment*, the percentage of Government occupancy is established as 100.0%.
12. In accordance with SFO paragraph 4.3, *Operating Costs Base*, the escalation base is established as \$48,560.00 per annum.

13. In accordance with SFO paragraph 4.4, *Adjustment for Vacant Premises*, the adjustment is established as \$1.00/ABOA for vacant space (rental reduction).
14. In accordance with SFO Paragraph 4.6, *Overtime Usage*, the rate for overtime usage is established as \$0.00 per hour beyond the normal hours of operation of 8:00 AM to 6:00 PM. Areas requiring 24/7 HVAC will be provided at no additional cost to the Government.
15. In accordance with SFO paragraph 5.13, *Floor Plans after Occupancy*, the Lessor shall provide two (2) copies of CAD as built drawings on CD-ROM to the contracting officer within fifteen (15) working days of completion of construction.
16. The Government assumes no responsibility for any conclusions or interpretations made by the Lessor based on information made available by the Government and/or its contractors. Nor does the Government assume any responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before execution of this contract unless that understanding or representation is expressly stated in the Lease.
17. It is agreed by the parties hereto that all the terms and conditions of this Lease as expressly contained herein represent the total obligations of the Lessor and the Government. Any agreements, written or oral, between the Lessor and Government are neither applicable nor binding. This agreement may be amended only by written instrument executed by the Lessor and the Government.
18. 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."
19. 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.
20. 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.
21. This Lease, upon execution, contains the entire agreement of the parties and no prior written or oral agreement, expressed or implied, shall be admissible to contradict the provisions of this lease. Wherever there is a conflict between the SF-2 and the SFO, the SF-2 shall take precedence.
22. [REDACTED] shall be provided by the Lessor in accordance with SFO paragraph 10.20, [REDACTED] Requirements. The cost is included in the shell rate.
23. The Lessor is a Sole Proprietorship and a small business. The Tax Identification Number is [REDACTED] The DUNS number is 830911363. The signatory authority for Lessor is Merrill F. Corley and Barbara A. Corley.
24. The Tenant Improvement Fee Schedule is as follows and Lessor agrees not to exceed these figures:
 - A. The General Conditions will not exceed 5.00% of the total subcontractor's costs.
 - B. The General Contractors fee will not exceed 10.00% of the total subcontractor's costs.
 - C. Architectural and Engineering fees will not exceed 8.00% of the total subcontractor's costs..
 - D. Lessor's Project Management fees will not exceed 0.00% of the total subcontractor's costs.
25. Lessor shall provide a Certificate of Seismic Compliance for Existing Buildings completed, signed and stamped by an engineer within fifteen (15) working days of receipt of the fully executed Lease.