

U.S. GOVERNMENT
LEASE FOR REAL PROPERTY

DATE OF LEASE

9.27.2011

LEASE NO.

GS-05B-18497

THIS LEASE, made and entered into this date by and between PLUMMER GENERAL LLC

whose address is 514 E. VANDALIA ST.
EDWARDSVILLE, IL 62025-1855

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 consideration hereinafter mentioned, covenant and agree as follows:

1. The Lessor hereby leases to the Government the following described premises:

5,172 BOMA usable square feet (5,772 rentable) of second floor office space (Suites 205 & 255), in a two story building, along with sixteen (16) on-site secured surface parking spaces (per Exhibit E – Parking Narrative) for the exclusive use of the Government, all located at **Fairview Plaza I, 333 Salem Place, Fairview Heights, IL, 62208-1341**, to be used for such purposes as determined by the General Services Administration. This is a fully serviced lease, which includes tenant improvements, real estate taxes, operating costs and parking, as specified in SFO GS-05B-18497, which is attached to, and is part of this lease.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on August 1, 2011 through July 31, 2021, subject to termination and renewal rights as may be hereinafter set forth. The lease will then be in effect for ten (10) years full, five (5) years firm.

3. The Government shall pay the Lessor **annual rent of \$119,429.01** [\$80,379.83 for Shell (excl. Taxes), \$12,885.18 for Taxes, and \$26,164.00 for Operating Expenses] or **monthly rent of \$9,952.42** in arrears until the Tenant Improvements (TI's) and Building Specific Security Improvements are completed. Upon acceptance of the TI's and Building Specific Security Improvements, the rent shall be adjusted to amortize these costs at 6.59% over the remaining five (5) year firm term of the lease per below.

In Section 3.2, TENANT IMPROVEMENTS INCLUDED IN OFFER, the Lessor agrees to provide up to \$26.33 per BOMA usable square foot toward the cost of the tenant improvements amortized at a 6.59% annual interest rate over the remaining firm term of the lease. The Lessor also agrees to provide a Building Specific Security Allowance of \$34,500.00 for Building-Specific Security amortized at the annual rate of 6.59% over the remaining firm term of the lease. The Government and Lessor agree that the final Tenant Improvement and Building Specific Security costs will be stated in a Supplemental Lease Agreement.

At the beginning of year six (6) the annual rent which will have been escalated due to operating cost increases shall increase by \$11,306.78. This rate shall continue through year ten (10). 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 shall be made payable to:

PLUMMER GENERAL LLC
514 E. VANDALIA ST.
EDWARDSVILLE, IL 62025-1855

4. The Government may terminate this lease at any time on or after August 1, 2016 by giving at least 90 calendar 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. ~~This lease may be renewed at the option of the Government, for the following terms and at the following rentals, provided notice be given in writing to the Lessor at least _____ days before the end of the original lease term or any renewal term; all other terms and conditions of this lease shall remain the same during any renewal term. Said notice shall be computed commencing with the day after the date of mailing.~~
6. The Lessor shall furnish to the Government, as part of the rental consideration, the following:
- (A) All service, utilities and maintenance (including janitorial) of the building and grounds as provided in the lease and attachments hereto.
 - (B) The Lessor shall satisfy all responsibilities and obligations as defined in the Solicitation for Offers No. GS-05B-18497 including the attachments to the lease referenced in Paragraph 7 below, as well as meeting all Handicap Accessibility and Fire/Life Safety Requirements.
7. The following are attached and made a part hereof:
- (A) Paragraphs 9 through 25 of this lease on pages 3 through 5;
 - (B) SFO Amendment #1 dated March 9, 2011, 2 pages;
 - (C) Solicitation for Offers (SFO) No. GS-05B-18497 dated 12/06/2010, 54 pages;
 - (D) Exhibit A - Floor Plan, 1 page;
 - (E) Exhibit B - Tenant Office Space Requirements Package, Volume 8-B, 42 pages;
 - (F) Exhibit C - Security Unit Price List dated 6-Dec-10, 2 pages;
 - (G) Exhibit D - Certificate of Seismic Compliance Statement, 1 page;
 - (H) Exhibit E - Parking Narrative dated March 23, 2011, 1 page;
 - (I) Exhibit F - ABAAS Restroom Plan, 1 page;
 - (J) Exhibit G - Lighting Upgrades, 1 page;
 - (K) GSA Form 3517 (REV. 11/05), 2 pages; and
 - (L) GSA Form 3518 (REV. 1/07), 7 pages.
8. The following changes were made in this lease prior to its execution:
- (A) Paragraph 5 of Standard Form 2 has been deleted in its entirety.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR: PLUMMER GENERAL LLC

BY _____

Robert L. Plummer, Manager

(Signature)

IN PRESENCE OF:

(Signature)

(Address)

UNITED STATES OF AMERICA GENERAL SERVICES ADMINISTRATION

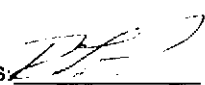

BY _____

Jim Sharp (Signature)

Contracting Officer

(Official title)

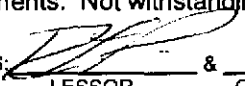

9. The date of this lease is the date this contract was formed as a result of the Government's acceptance of the Lessor's Final Proposal Revisions dated June 7, 2011 submitted by the Lessor under SFO GS-05B-18497. This lease reflects the terms and conditions of the accepted Final Revised Offer.
10. The rent is subject to annual operating cost adjustments in accordance with Section 4, Paragraph 4.3 OPERATING COSTS (SEP 2009) of Solicitation for Offers No. GS-05B-18497 within this lease. It is understood and agreed that for operating cost adjustment purposes, the first year's operating cost base will be \$26,164.00, which is approximately \$5.05878 per BOMA usable square foot.
11. It is understood and agreed that for real estate tax adjustment purposes, in accordance with Section 4, Paragraph 4.2 TAX ADJUSTMENT (AUG 2008) of Solicitation for Offers No. GS-05B-18497 within this lease, the Government will occupy 18.65 percent of the net usable square foot area of the entire building. The Lessor estimated \$69,073.66 for the first year, fully assessed real estate taxes which is included in the annual rental as stated in this SF-2.
12. If heating or cooling is required by the Government on an overtime basis, it shall be provided at an additional cost to the Government of \$10.00 per hour. Pursuant to Paragraph 4.6, "Overtime Usage", upon request by the GSA Field Office Manager, the Lessor shall provide heating, ventilation, and air-conditioning (HVAC) at any time beyond normal service hours (7:30 a.m. – 6:00 p.m., Monday through Friday, and Saturdays from 7:30 am to 1:00 pm, except Federal Holidays ("Normal Hours"). The Lessor will not charge the Government if Lessor otherwise provides these services to other building tenants during the Government's overtime hours.
13. The General Conditions shall be at the rate of 10% and the General Contractor's Fee shall be at the rate of 8%.
14. Architectural and Engineering Fees shall be 6% of the Construction Costs.
15. Lessor Mark-up shall be 3% of the Total Project Costs.
16. Lessor shall complete the following within ninety (90) days of the Government's Notice to Proceed:
 - (a) Replace exterior windows that have lost their seals and are fogged up.
 - (b) Replace ceiling tiles as necessary so they look new and are uniform in color.
 - (c) Address HVAC to meet SFO Shell requirements in Suite 255.
 - (d) Install locking cages over thermostats.
 - (e) Emergency lighting and occupancy sensors to meet the SFO Shell requirements.
 - (f) Restroom grout is stained, discolored, and needs cleaning or repair.
 - (g) Restroom drains shall be wrapped in insulation.
 - (h) The building directory shall be made tamperproof.
 - (i) Emergency lighting shall be added to the building exterior for the parking lot.
 - (j) Provide Certificate of Occupancy.
 - (k) Complete Seismic upgrades per Exhibit D - Certificate of Seismic Compliance Statement.
 - (l) ABAAS compliant restrooms shall be added per Exhibit F – ABAAS Restroom Plan.
 - (m) Energy Efficiency Improvements to include Exhibit G – Lighting Upgrades.
17. Lessor shall not construct, change, alter, remove, or add to the leased area without prior notification and approval from the Contracting Officer of the General Services Administration or his/her designee.
18. All questions pertaining to this lease should be referred to the Contracting Officer of the General Services Administration or his/her designee. The Government occupant is not authorized to administer the lease. The Government assumes no responsibility for any cost incurred by the Lessor except as provided by the terms of this lease or authorized in writing by the Contracting Officer or his/her designee.

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19. All 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 prior to the execution of this Lease are not applicable or binding. This agreement may be amended only by written instrument executed by the Lessor and Government.
20. The Contracting Officer represents the General Services Administration as an agent with authority to enter into this Lease on behalf of the Government and executes this document in his or her Official capacity only, and not as an individual.
21. If the property housing the leased premises is sold or transferred, the following information is required before the Government can acknowledge the successor in interest and change the payee for rent or other payments:
- (I) Evidence of the transfer of title.
 - (II) A letter from successor Lessor (transferee) assuming, approving, and adopting the lease and agreeing to be bound by its terms.
 - (III) A letter from prior Lessor (transferor) waiving all rights under the lease as against the United States of America, except unpaid rent through a specified date, usually the date of ownership transfer.
 - (IV) The IRS tax identification number of the new owner.

Where leased premises are transferred by death of the Lessor, a copy of the letters of administration when there is no will, showing the Lessor(s), is required. Unless an interim court order is received, rents will be accrued and paid to the new owner(s) upon final settlement of the estate.

22. The Lessor's DUNS Number is 171013233 and Tax ID Number is [REDACTED]
23. The following changes were made to this lease:
- (a) SFO Section 1.1 "Amount and Type of Space", Subparagraph B - The Lessor shall provide a fenced and gated parking area for sixteen (16) government vehicles as further described in the "Tenant Office Space Requirements Package" - Section A. Office Requirements, Item 1-C "Parking", with the exception of the detail in item (ii) requiring barbed wire and Exhibit E - Parking Narrative. No barbed wire shall be installed. Construction of the fenced area will be subject to review and approval by the City of Fairview Heights, IL.
 - (b) SFO Section 4.5 "Normal Hours" - The building's normal hours are Monday through Friday from 7:30 am to 6:00 pm and Saturdays from 7:30 am to 1:00 pm except Sundays and Federal Holidays.
 - (c) SFO Section 6.7 "Ceilings" - Finished ceiling height of 8 foot 6 inches.
 - (d) SFO Section 7.6 "Doors: Interior" - The building standard doors are solid core wood with wood frames, not metal frames.
 - (e) SFO Section 7.12 "Floor Covering and Perimeters" - The existing floor covering in the primary entry/elevator lobby is quarry and ceramic tile.
 - (f) SFO Section 8.17 "Elevators" - Subparagraph E - The existing elevator cab flooring is quarry tile and the walls are wood, vinyl wall covering and glass mirror.
24. The Lessor and the Broker have agreed to a cooperating lease commission of [REDACTED] of the modified aggregate firm term value of this lease valued at [REDACTED]. The total amount of the commission is [REDACTED]. The Lessor shall pay the Broker no additional commissions associated with this lease transaction. In accordance with SFO Paragraph 2.6 "Broker Commission and Commission Credit", the Broker has agreed to forego [REDACTED] of the commission that it is entitled to receive in connection with this lease transaction. The Commission Credit is [REDACTED] and shall be credited in two equal amounts of [REDACTED] over the first two monthly rent payments. Notwithstanding Paragraph

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3 of this Standard Form 2, the Firm Term Rental payments shall be reduced to fully re-capture this Commission Credit. The reduction shall commence with the first month and continue as indicated as follows:

First Month's Rental Payment shall be [REDACTED] the monthly payment of \$9,952.42 minus commission rent credit of [REDACTED]).

Second Month's Rental Payment shall be [REDACTED] the monthly payment of \$9,952.42 minus commission rent credit of [REDACTED]).

25. Lease No. GS-05B-16775 will be terminated effective upon the Commencement Date of this Lease.

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