

97L2314

U.S. GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE 12/17/10

LEASE NO. GS-05B-18532

THIS LEASE, made and entered into this date by and between CHICAGO TITLE LAND TRUST

whose address is 241 N 5TH ST SPRINGFIELD, IL 62701-1001

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:

- 1. The Lessor hereby leases to the Government the following described premises:
A. A total of approximately 10,737 rentable square feet (RSF) consisting of 10,226 ANSI/BOMA Office Area square feet (USF) of space located in the building located at 3250 Executive Park Drive, Springfield, IL 62703-4514 as indicated on the attached Site Plan and Floor Plan, to be used for such purposes as determined by the General Services Administration.
B. Nine (9) surface parking spaces are included in the rent at no additional cost for the Government's exclusive use. The Government shall have access to eighty-six (86) additional surface parking spaces for employee and visitor use.
C. In accordance with the SFO paragraph entitled Common Area Factor, the common area factor is established as 1.04997%.
D. In accordance with the SFO paragraph entitled Percentage of Occupancy, the percentage of Government occupancy is established as 91.29%.
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 ninety (90) working days subsequent to the Government's notice to proceed for the tenant improvement construction.
3. The Government shall pay the Lessor monthly in arrears in accordance with the following table:

Table with 7 columns: Year, Shell, Base Cost of Services, Tenant Improvement Allowance, Building Specific Security Costs, Total Annual Rent, Total Monthly Rent. Rows for years 1-5 and 6-10.

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 checks shall be made payable to:

Chicago Title Land Trust c/o Pacific Management Inc.
241 N 5th St
Springfield, IL 62701-1001

LESSOR CHICAGO TITLE LAND TRUST

SIGNATURE [Signature]

NAME OF SIGNER PATRICK SOMERS

ADDRESS 241 N Fifth St, Springfield, IL 62701

IN THE PRESENCE OF (SIGNATURE) [Signature]

NAME OF SIGNER BYRON L JEANER

UNITED STATES OF AMERICA

SIGNATURE [Signature]

NAME OF SIGNER TINA A. CHURCH

OFFICIAL TITLE OF SIGNER CONTRACTING OFFICER

4. The Government may terminate this lease in whole or in part at any time after the fifth (5th) year by giving at least ninety (90) 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:
 - A. The ninety-five (95) 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-18532 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-18532, dated 06/16/2010;
 - B. Amendment 1 to SFO GS-05B-18532, dated 12/06/2010;
 - C. GSA Form 3517 entitled GENERAL CLAUSES (Rev. 11/05)
 - D. GSA Form 3518 entitled REPRESENTATIONS AND CERTIFICATIONS (Rev. 1/07)
 - E. Exhibit A – Base Plans
7. Rent includes a Tenant Improvement Allowance of \$374,680.64 to be amortized through the rent over the firm term of the Lease (sixty (60) months) at the rate of 6.00%. 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. The total ANSI/BOMA square foot area referred to in Paragraph 1 of the SF-2 herein is subject to an adjustment with the actual number of ANSI/BOMA square feet delivered to be determined by mutual field measurements in accordance with provision of Paragraph 4.1 in the SFO.

If the actual number of ANSI/BOMA square feet differs from Paragraph 1 of the SF-2, the Lease shall be amended by Supplemental Lease Agreement after field measurement to establish the square footage in compliance with the terms of this paragraph.

Should there be any adjustment in the square footage delivered, which will be determined through mutual field measurement, the per annum rental referred to above shall be adjusted on the basis of \$8.00 per usable square foot per annum.

9. The Lease is subject to real estate tax adjustment, in accordance with terms and conditions with Paragraph 4.2 of the SFO, the Government's percentage occupancy is 91.29%. The real estate tax base is established at \$3.08/RSF. The Property Tax Identification Number are [REDACTED] and [REDACTED].
10. In accordance with SFO paragraph 4.3, *Operating Costs Base*, the escalation base is established as \$87,639.65 per annum.
11. In accordance with SFO paragraph 4.4, *Adjustment for Vacant Premises*, the adjustment is established as \$4.50/USF for vacant space (rental reduction).
12. 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 7:15 AM to 5:15 PM. Areas requiring 24/7 HVAC will be provided at no additional cost to the Government.
13. Cleaning services requiring access to the Government's leased space shall be performed in accordance with SFO paragraph 4.8, *Janitorial Services*.
14. 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.
15. The Lessor hereby forever and unconditionally waives any right to make a claim against the Government for restoration arising from alteration or removal of any alteration by the Government during the term of this lease or any extensions. Alterations completed by either the Government or Lessor including initial build out of the lease space and/or any subsequent modifications required during the lease period. At the Government's sole discretion alterations will remain in the leased space after termination of the Lease contract and will become property of the Lessor.
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

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"this lease"; wherever the words "space offered for lease" appear in this lease, they shall be deemed to mean "leased premises."

- 17. If, during the term of this lease including extensions, title to this property is transferred to another party either by sale, foreclosure, condemnation or other transaction, the Lessor (transferor) shall promptly notify the Contracting Officer of said transfer. The following information shall accompany this notification:
 - A. A certified copy of the deed transferring title to the property from the Lessor to the new owner.
 - B. A letter from the new owner assuming, approving, and agreeing to be bound by the terms of this lease.
 - C. A letter from the Lessor waiving all rights under this Lease against the Government up to the effective date of the transfer.
 - D. The new owner's tax identification number (TIN#) or social security number.
 - E. The new owner's DUNS#
 - F. The new owner's full legal name. If a corporation, indicate the state of incorporation. If a partnership, list all parties fully. If a limited partnership, list all general partners and identify under the laws of which state the limited partnership is created. If a realty trust, give names of all trustees and the recording date of the trust.
 - G. A Novation Agreement.
 - H. The new owner must provide a new GSA Form 3518.

The foregoing information must be received by the fifteenth day of the month in which the transfer of title will be affected. The rent for that month, adjusted in accordance with the effective date of the transfer will be processed to the Lessor. Initial rental payment, including the applicable portion of rent for the month during which the transfer occurred, to the new owner will be processed on the first day of the month following the transfer of title. If the notification of transfer and related information is not received until the sixteenth day of the month (or later), in which the transfer of title will be affected, the full contract rental for that month will be forwarded to the Lessor. In any instance, failure to submit the documentation required for transfer of title will result in a stop payment of rent until such time as all documentation is received by the Contracting Officer.

- 18. 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.
- 19. 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.
- 20. This lease, upon execution, contains the entire agreement of the parties and no prior written or oral agreement, expressed or implies, 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.
- 21. 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] 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] 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 \$21,361.06 minus the prorated commission credit of [REDACTED] equals [REDACTED] (adjusted first month's rent).

Second month's rental payment of \$21,361.06 minus the prorated commission credit of [REDACTED] equals [REDACTED] (adjusted second month's rent).

Third month's rental of \$21,361.06 minus the prorated commission credit of [REDACTED] equals [REDACTED] (adjusted third month's rent).

Fourth month's rental of \$21,361.06 minus the prorated commission credit of [REDACTED] equals [REDACTED] (adjusted fourth month's rent).

Fifth month's rental of \$21,361.06 minus the prorated commission credit of [REDACTED] equals [REDACTED] (adjusted fifth month's rent).

Sixth month's rental of \$21,361.06 minus the prorated commission credit of [REDACTED] equals [REDACTED] (adjusted sixth month's rent).

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Seventh month's rental of \$21,361.06 minus the prorated commission credit of [REDACTED] equals [REDACTED] (adjusted seventh month's rent).

Eighth month's rental of \$21,361.06 minus the prorated commission credit of [REDACTED] equals [REDACTED] (adjusted eighth month's rent).

Ninth month's rental of \$21,361.06 minus the prorated commission credit of [REDACTED] equals [REDACTED] (adjusted ninth month's rent).

- 22. The Lessor is a Trust and a small business. The Tax Identification Number is [REDACTED]. The DUNS number is 809490563. The signatory authority for Lessor is Patrick Somers.
- 23. The Tenant Improvement Fee Schedule is as follows and Lessor agrees not to exceed these figures:
 - A. The General Conditions will not exceed 0% of the total subcontractor's costs.
 - B. The General Contractors fee will not exceed 0% of the total subcontractor's costs.
 - C. Architectural and Engineering fees will not exceed \$0.00 per Usable Square Feet.
 - D. Lessor's Project Management fees will not exceed 0.00% of the total subcontractor's costs.