

U.S. GOVERNMENT
LEASE FOR REAL PROPERTY

DATE OF LEASE

12/15/2009

LEASE NO

GS-05B-18312

THIS LEASE, made and entered into this date by and between

whose address is
Airport Trade Center, LLC
C/O Agracel, INC
1200 Network Centre Drive, Suite 3
Effingham, IL 62401.

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:

15,240 rentable square feet which yields 13,945 ANSI/BOMA office area square feet in the Airport Trade Center IV, located at 8303 W. Southern Ave, Indianapolis, IN and eleven (11) onsite reserved parking spaces. The eleven (11) reserved parking spaces shall be provided as a part of the rental consideration.

Said premises to be used for such general office purposes as determined by the General Services Administration.

2. TO HAVE AND TO HOLD the said premise with their appurtenances for a term of ten (10) years, five (5) years firm beginning the date the leasehold improvements constructed by the Lessor are substantially complete and accepted by the Government, subject to termination rights as hereinafter set forth. The date of the substantial completion is within forty-five (45) working days after receiving the Notice to Proceed from the Government with the Tenant Buildout. Estimated date of substantial completion is July 26, 2010.

3. The Government shall pay the Lessor annual rent as follows:

Years 1-5 \$375,666.00
Years 6-10 \$265,938.00

Term Years	Shell per RSF	Base Operating Cost per RSF	Amortized Tenant Improvement Allowance per RSF	Amortized Building-Specific Security per RSF	Rate per RSF	Annual Rent	Monthly Rent Payable in Arrears
1-5	\$10.61	\$5.45	\$8.59	\$0.08	\$24.65	\$375,666.00	\$31,305.50
6-10	\$12.00	\$5.45	\$0.00	\$0.00	\$17.45	\$265,938.00	\$22,161.50

Rent for a lesser period shall be prorated. Rent shall be made payable to:

Airport Trade Center, LLC
C/O Agracel, INC
1200 Network Centre Suite 3
Effingham, IL 62401
Tax Identification Number: [REDACTED]

4. The term of this lease shall be for ten (10) years, five (5) years firm. The Government may terminate this lease in whole or in part at anytime after the sixtieth (60th) month of the lease by giving at least sixty (60) days notice in writing to the Lessor and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

INITIALS:

[Signature]

LESSOR

&

[Signature]

GOVERNMENT

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6. The Lessor shall furnish to the Government, as part of the rental consideration, the following:

All cleaning, services, utilities, maintenance, space improvements, parking and Special Requirements as specified in the attached Solicitation for Offer, GS-05B-18312, and other requirements attached to this lease as described in the following Paragraph 7. THIS IS A FULLY SERVICED LEASE.

7. The following are attached and made a part hereof:

Attachment A, Paragraphs 8-26 – 2 Pages

Amendment 1 to Solicitation for Offers- 1 page

Solicitation for Offers (SFO) – GS-05B-18312 – 30 Pages

Exhibit A, Floor Plans – 2 Pages

Form B, Document Security – 2 Pages

Form 3517B, General Clauses – 2 Pages

Form 3518, Representations and Certifications – 7 Pages

Also, as part of the rental consideration, the Lessor shall meet all responsibilities and obligations as defined in the Solicitation for Offers No. GS-05B-18312 and other Attachments to the lease referenced in this Paragraph 7.

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

LESSOR Airport Trade Center, LLC, Agracel INC as Managing Member

BY [Signature] _____ (Signature)

IN PRESENCE OF: [Signature] [Signature]

 (Signature of Witness) (Address)

UNITED STATES OF AMERICA GENERAL SERVICES ADMINISTRATION

BY Christine Becker
(Signature)

Contracting Officer

(Official title)

STANDARD FORM 2
FEBRUARY 1965 EDITION

EXCEPTION TO SF-2
COMPUTER GENERATED FORM (10/91)

APPROVED BY GSA / IRMS 12-89

INITIALS: [Signature] & [Signature]
LESSOR GOVERNMENT

8. The date of this lease, December 2, 2009, is the date this contract was formed as a result of the Government's acceptance of the Lessor's Final Proposal Revision submitted by the Lessor on October 30th, 2009 under SFO GS-05B-18312. This lease reflects the terms and conditions of the accepted Final Proposal Revision.
9. The actual lease effective date shall be established by Supplemental Lease Agreement after substantial completion and acceptance of the space by the Government. The lease will then be in effect for ten (10) years, five (5) years firm. The anniversary date for annual escalations and operating cost adjustments shall be adjusted to coincide with any revised, actual commencement date.
10. The total square footage referred to in Paragraph 1, Standard Form 2, is the total amount of space under lease by the Government. If the actual amount of space exceeds usable square feet, there will be no additional cost to the Government. If the actual amount of space is less than 13,945 usable square feet, the rent will be decreased accordingly.
11. In accordance with Paragraph 4.1 Measurement of Space of SFO GS-05B-18312, the common area factor is established as 1.09286%.
12. For the purpose of computing Operating Cost adjustments in accordance with Paragraph 4.3 of Solicitation for Offers GS-05B-18312, this lease has a cost of services base of **\$83,058.00 based on 15,240 rentable square feet per annum.**
13. Lessor agrees to provide \$39.97 per usable square foot for 13,945 USF of Tenant Improvement Allowance (\$ 39.97 x 13,945 usf = \$ 557,381.65 at 6.5% interest over five (5) years = \$ 654,348.72 or \$130,869.74 annually). In the event that the tenant improvement cost is less than the amount provided above, Lessor agrees to refund such difference in the form of a reduction to base rent using a discount rate of 6.5%. The refund shall be a credit to base rent equally amortized for Years 1 through 5 of the term.
14. The building-specific security cost of [REDACTED] for [REDACTED] is amortized as follows:
[REDACTED] for sixty (60) months at 6.5% interest rate or \$0.08 per RSF
15. Fees applicable to tenant improvements shall not exceed:
General Condition – 7%
General Contractor – 6%
Architectural/Engineering – 8%
Lessor Project Management Fund – 2%
16. Lessor shall perform alterations to the space according to approved layout drawings. The Lessor will complete alterations within 45 working days after receiving the Notice to Proceed from the Government. (Please refer to Form B, Document Security Form, for procedures that must be followed in reference to Government drawings.) Occupancy may occur earlier if the space is completed, the Lessor has an occupancy permit, and GSA has inspected and accepted the space and it is free of safety hazards.
17. Lessor shall provide "as-built" drawings within 30 days after occupancy of the space. An AutoCAD CD with the name of the building identified and all layers identified to access the respective drawings will also be provided per SFO Paragraph 5.14 of this lease. The Lessor and Government will agree upon the method of providing "as-built" drawings after Construction Drawings are completed.
18. The hourly rate for overtime HVAC is established as \$10.00 per hour. Normal building hours are established as 7:00 a.m. to 6:00 p.m., Monday through Friday.
19. In accordance with Paragraph 4.4 of Solicitation for Offers GS-05B-18312, the Adjustment for Vacant Space is \$4.11 per ABOA (usable) square feet per year.

INITIALS:  & 
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20. Lessor shall provide janitorial service within Tenant's space during daytime business hours to be mutually agreed to by Lessor and Tenant, Monday through Friday; except Federal Holidays.
21. Information regarding Electronic Funds Transfer Payment Methods is provided in Paragraph 24, 552.232-76, General Clauses, Form 3517B. Per the Debt Collection Improvement Act, effective July 27, 1996, Electronic Funds Transfer (EFT) shall be required on all existing and new lease contracts after January 1, 1998. An enrollment form is attached to be completed and returned with this contract.
22. The Lessor is a small business, not a woman-owned business or a veteran-owned small business concern. Lessor's DUNS number is 830532441.
23. Lessor shall complete the Central Contractor Registration (CCR) as referenced in Paragraph 11 of the Representations and Certifications, Form 3518, as a requirement for payment of rent by the Government.
24. All questions pertaining to this Lease shall be referred to the Contracting Officer of General Services Administration (GSA) or their designee. The Government occupant is not authorized to administer this lease, and GSA assumes no responsibility for any cost incurred by the Lessor except as provided by the terms of this Lease or authorized in writing by Contracting Officer or their designee. The Lessor will not be reimbursed for any services not provided for in this Lease, including but not limited to: repairs, alterations and overtime services. Additionally, rental will not be paid for occupancy in whole or in part except for the term specified herein.
25. 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 prior to the execution of this Lease are neither applicable nor binding. This agreement may be amended only by written instrument executed by the Lessor and the Government.
26. The Contracting Officer represents the General Services Administration (GSA) as an agent with authority to enter into this lease on behalf of the Government and executes this document in his/her official capacity only and not as an individual.

INITIALS:


LESSOR

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