

DATE OF LEASE

12/15/10

LEASE NO  
GS-05B-18361

THIS LEASE, made and entered into this date by and between Dio Alra Properties, LLC,

whose address is 241 North Fifth Street  
Springfield, IL 92701-1001

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 consideration hereinafter mentioned, covenant and agree as follows:

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

A. A total of approximately 3,263 rentable square feet (RSF) consisting of 2,837 ANSI/BOMA Office Area square feet (USF) of space located in the building located at 11006 Airport Trail, Suite B, Litchfield, IL 62056-4450 as indicated on the attached Exhibit A, Site Plan and Floor Plan, to be used for such purposes as determined by the General Services Administration.

B. Nine (9) secured and reserved parking spaces are included at no additional cost to the Government.

C. In accordance with the SFO paragraph entitled Common Area Factor, the common area factor is established as 1.15%.


2. TO HAVE AND TO HOLD the said premises with their appurtenances for a term of ten (10) years, five (5) years firm, estimated to commence upon September 1, 2011 through August 31, 2021, but commencing upon the date the Government accepts Beneficial Occupancy of the space, as defined in the attached GSA Form 3517B.

3. The Government shall pay the Lessor annual rent of **\$71,949.15** at the rate of **\$5,995.76** per month in arrears for Years 1-5; **\$47,313.50** per annum at the rate of **\$3,942.79** per month in arrears for Years 6-10.

CPI and tax escalations continue throughout the term of the lease.

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:

Dio Alra LLC  
241 North Fifth Street  
Springfield, IL 62701-1001

  
Lessor

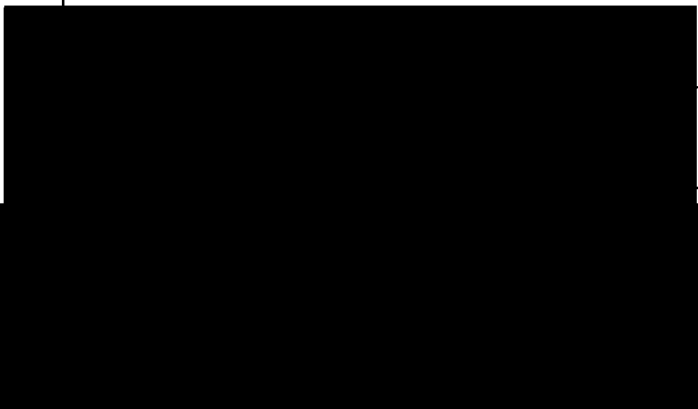
  
Gov't

4. The Government may terminate this lease at any time after the firm term by giving at least one hundred twenty (120) days' notice 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 services, maintenance and other operations as set forth elsewhere in this lease.
  - B. All responsibilities and obligations as defined in the Solicitation for Offers Number GS-05B-18361 and other attachments to the Lease referenced in Paragraph 7 of this SF-2 form.
7. The following are attached and made a part hereof of this U.S. Government Lease For Real Property, Standard Form 2 - 2 pages:
  - Attachment A (Paragraphs 9 - 25) - 2 Pages
  - Solicitation for Offers (SFO No. GS-05B-18361 dated June 18, 2010) - 49 Pages
  - Form 3517B, General Clauses (Rev 11/05) - 33 Pages
  - Form 3518, Representations and Certifications (Rev 1/07) - 7 Pages
  - Exhibit A, Floor Plan & Site Plan - 2 Pages
8. The following changes were made in this lease prior to execution:
  - Paragraph 5 was deleted in its entirety without substitution.

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

Page 2 of 2

LESSOR DIO AIRA PROPERTIES, LLC





(Signature)

(Address)

Contracting Officer

(Official title)

9. This contract was formed as a result of the Government's acceptance of the Lessor's Final Proposal Revision offer dated December 7, 2010, submitted by the Lessor under SFO No. GS-05B-18361, as amended, and all attachments. This Lease reflects the terms and conditions of the accepted Final Proposal Revision Offer.
10. 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 provisions of Paragraph 4.1 in the SFO. However it is mutually agreed that the total ANSI/BOMA office area square feet may not exceed the maximum limitation of 2,837 ANSI/BOMA office area square feet as stated in Paragraph 1.1 of the SFO.
11. For the purpose of computing Operating Cost adjustments in accordance with Paragraph 4.3 of the SFO, the base cost of services in accordance with Paragraph 4.3 is \$12,397.69 per annum for 3,263 rentable square feet.
12. The lease is subject to real estate tax escalation. For tax escalation in accordance with terms of Paragraph 4.2 of the SFO, the Government's percentage of occupancy is 28% (3,263 sq. ft. / 11,500 sq. ft.).
13. In the event of the Government vacating in whole or in part prior to lease expiration, the rental will be reduced by \$4.50 per usable square foot per annum for operating expenses.
14. Lessor shall provide janitorial service within Tenant's space after Tenant's normal office hours, 7:00 a.m. to 5:00 p.m., Monday through Friday, except Saturdays, Sundays and federal holidays.
15. The tenant build out will conform to the specifications in the Lease and all attachments, and are to be provided by the Lessor as part of the total rental payment. In accordance with Paragraph 3.2 of the SFO, the Lessor agrees to provide up to \$134,530.54 toward the cost of the Tenant Improvements. The tenant build out cost of \$134,530.54 (based on \$47.42 per ANSI/BOMA Office Area square foot) is amortized for a period of sixty (60) months at zero (0%). Therefore, the amortized tenant build out costs are \$26,906.11 per annum or \$8.25 per rentable square foot.  
  
Pursuant to Paragraph 3.3 of the SFO, in the event the Tenant Improvement Cost is less than the amount provided above, the Lessor agrees to refund such difference in the form of reduction of base rent using a zero (0%) amortization rate. The refund will be a credit of the rent equally spread out throughout the firm lease term on which the Government is paying rent (60 months). In the event that the Tenant Improvement Cost is greater than the amount provided above the Government can (1) reduce the Tenant Improvement requirements, (2) pay lump sum for the overage upon completion and acceptance of the improvements, or (3) have the Lessor amortize the additional cost at 0% throughout the firm lease term. The Government and Lessor must agree on any additional Tenant Improvement Cost through a Supplemental Lease Agreement.
16. Information regarding Electronic Funds Transfer Payment Methods is provided in Paragraph 24, 552.232-76, General Clauses.
17. The Lessor is a Sole Proprietorship and a small business. The DUNS number is 030970238. The signatory authority for Lessor is Jess Moats, Principal, Dio Aira Proprties, LLC.
18. Lessor is registered with the Central Contractor Registration (CCR) system as referenced in Paragraph 11 of Form 3518.

INITIALS:  &   
LESSOR                      GOVERNMENT


19. The Contracting Officer represents the General Services Administration as an agent with authority to enter into the Lease on behalf of the Government and execute this document in his/her official capacity only and not as an individual.
20. 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.
21. 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.
22. All questions pertaining to this Lease shall be referred in writing to the General Services Administration Contracting Officer 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.
23. Wherever the words "Offeror", "Lessor" 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".
24. The Lessor and the Broker have agreed to a cooperating lease commission of [REDACTED] of the Aggregate Lease Value for the initial firm term of this lease. The total amount of the commission is [REDACTED]. In accordance with the "Broker Commission and Commission Credit" paragraph, the Broker has agreed to forego [REDACTED] of the commission that it is entitled to receive in connection with this lease transaction ("Commission Credit"). The Commission Credit is [REDACTED]. The Lessor agrees to pay the Commission less the Commission Credit [REDACTED] to the Broker in accordance with the "Broker Commission and Commission Credit" paragraph in the SFO attached to and forming a part of this lease.

Notwithstanding Paragraph 3 of this Standard Form 2, the shell rental payments due and owing under this lease 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 as indicated in this schedule for adjusted Monthly Rent:

First Month's Rental Payment \$5,995.76 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's rent.

Second Month's Rental Payment \$5,995.76 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Second Month's rent.

25. 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% of the total subcontractor's costs.
  - D. Lessor's Project Management fees will not exceed 0% of the total subcontractor's costs.

INITIALS:  LESSOR & GOVERNMENT