

Standard Form 2
Rev 12/2008
General Services
Administrations

U.S. GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE

JUNE 23, 2010

LEASE NO.

GS-05B-18409

THIS LEASE, made and entered into this date by and between THE LEXINGTON HOUSE CORPORATION

whose address is 401 MAIN STREET
PEORIA, ILLINOIS 61602-1294

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 total of 5,847 rentable square feet (RSF) of office and related space, which yields 5,084 ANSI/BOMA Office Area square feet (USF) of space at Becker Office Building, 401 Main Street, Peoria, IL 61602-1294 to be used for such purposes as determined by the General Services Administration.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for a term beginning on or about November 1, 2010 through October 31, 2020.

3. The Government shall pay the Lessor rent, monthly in arrears, as follows:

<u>TERM</u>	<u>ANNUAL RENT</u>	<u>MONTHLY RENT</u>	<u>RATE/RSF</u>	<u>RATE/USF</u>
YEARS 1-10	\$123,079.35	\$10,256.61	\$21.05	\$24.21

CPI escalations continue throughout the term of the lease

Rent for a lessor period shall be prorated. Rent checks shall be payable to:

MAIN STREET ASSOCIATES
401 MAIN STREET
PEORIA, ILLINOIS 61602-1294

4. The term of this lease shall be for ten (10) years, five (5) years firm, with ninety (90) days written cancellation notice anytime on or after the fifth (5th) anniversary of the lease. 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 to the rental consideration, the following:
- A. All services, utilities, maintenance of the building and other operations as set forth elsewhere in this lease.
 - B. All responsibilities and obligations as defined in Solicitation for Offers LIL18409 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:
- A. Attachment A to Standard Form 2 consisting of 2 pages,
 - B. Solicitation for Offers LIL18409 dated December 9, 2009 consisting of 48 pages;
 - C. GSA Form 3517B entitled GENERAL CLAUSES (Rev. 11/05), consisting 33 pages;
 - D. GSA Form 3518A entitled REPRESENTATIONS AND CERTIFICATIONS (Rev. 01/07), consisting of 8 pages;
 - E. Form B, Document Security Form, consisting of 2 pages
 - F. Floor Plan, consisting of one page,
 - G. Letter from Mr. Bill A. Lanzotti to Mr. Stephen Baxter dated June 8, 2010.
8. The following changes were made in this lease prior to its execution:
PARAGRAPH 5 ABOVE WAS DELETED.

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

LESSOR

SIGNATURE <i>Bill A. Lanzotti</i>	NAME OF SIGNER BILL A. LANZOTTI MAIN STREET ASSOCIATES
--------------------------------------	--

ADDRESS 401 MAIN STREET, SUITE #110, PEORIA, IL 61602
--

IN THE PRESENCE OF (SIGNATURE) <i>Ashley Parker</i>	NAME OF SIGNER Mr. Bill Lanzotti Main Street Associates
--	---

UNITED STATES OF AMERICA

SIGNATURE <i>Kimberly Barnes</i>	NAME OF SIGNER Ms. Kimberly Barnes Staples
	OFFICIAL TITLE OF SIGNER LEASING CONTRACTING OFFICER

9. The date of this lease, June 23, 2010, is the date this contract was formed as a result of the Government's acceptance of the Lessor's final proposal revision dated June 8, 2010, submitted by the Lessor under Solicitation for Offers LIL18409. This lease reflects the terms and conditions of the accepted final proposal revision.
10. In accordance with the SFO paragraph 3.2 entitled Tenant Improvements Included in Offer, the Tenant Improvement Allowance is in the total amount of \$0.00 (\$0.00 USF x 5,084).
11. In accordance with the SFO paragraph 4.3, entitled Operating Costs Base, the base cost of services is \$23,095.65 per annum, or \$3.95 per rentable square foot for 5,847 rsf. This equates to a rate of \$4.54 per usable square foot.
12. The total net usable square foot area referred to in Paragraph 1 of this lease is subject to adjustment but may not exceed the maximum limitation, nor the minimum usable square foot requirement defined in the Solicitation for Offers. 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 \$24.21 per usable square foot per annum. If necessary, the lease shall be amended by supplemental lease agreement after the actual field measurement to establish the square footage and rental in compliance with the terms of the lease. Should the leased space not offer the minimum usable square footage required, this lease may be declared null and void by the Government, with no further obligation on the part of either party.
13. 401 Main Street (Becker Office Building) in Peoria, IL is owned in trust by The Lexington House Corporation, 401 Main Street, Peoria, IL 61602-1294. Mr. Bill Lanzotti, Controller of Main Street Associates, the beneficiary of the trust, has signatory authority.
14. 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.
15. The Lessor is a small business, not a woman-owned business or a veteran-owned business concern. The Tax Identification is [REDACTED]. Its DUNS number is 148836211.
16. The date of November 1, 2010 in paragraph 2 of the SF-2 is the estimated effective date. If the actual effective date is different from this date, then the actual effective date shall be established by Supplemental Lease Agreement. The lease term will then be in effect for ten (10) years thereafter, computed from the actual effective date. The anniversary date for adjustments shall be adjusted to coincide with any revised actual effective date.
17. Pursuant to paragraph 4.5 of the SFO, Overtime Usage, the lessor will provide HVAC service on a 24 hour, 7 day a week basis at no additional charge to the Government.
18. In the event of the Government vacating the premises in whole or in part prior to the termination of the lease the rental rate shall be decreased by \$4.54 per usable square foot vacated.
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 the 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 Lessor shall not construct, change, alter, remove or add to the leased premises without prior notification and approval from the General Services Administration (GSA). 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 this lease. The General Services Administration assumes no responsibility for any cost incurred by the Lessor except as provided by the terms of the lease or authorized in writing by the GSA Contracting Officer.
21. 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 official capacity only and not as an individual.

22. In accordance with SFO paragraph 4.1 C, entitled Common Area Factor, the common area factor is established as 1.15, based upon an occupancy of 5,847 rsf and 5,084 usf.
23. In accordance with SFO Paragraph 4.2 B 9, entitled Percentage of Occupancy, the percentage of Government occupancy is 3.577%, based upon an occupancy of 5,847 rentable square feet in a building of 163,482 rentable square feet.
24. The Lessor and Government Broker Representative have agreed to a cooperating lease commission of [REDACTED] of the scheduled total annual rent per year for the initial term of the lease, or [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 Commission paid to the Broker is [REDACTED]. The Lessor agrees to pay the Commission less the Commission Credit 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.

Rent Period	Scheduled Total Monthly Rent	Scheduled Monthly Shell Rent	Commission Credit	Commission Credit Remaining	Adjusted Monthly Rent Payment
Month 1	\$10,256.61	\$8,331.98	[REDACTED]	[REDACTED]	[REDACTED]
Month 2	\$10,256.61	\$8,331.98	[REDACTED]	[REDACTED]	[REDACTED]
Month 3 - 60	\$10,256.61	\$8,331.98	\$0.00	\$0.00	\$10,256.61

25. For the purpose of computing Real Estate Tax Adjustments in accordance with Paragraph 4.2, it is mutually agreed that the Real Estate Tax Base shall be \$461,777.64 or \$2.82 per rentable square foot. In accordance with the Lessor's offer dated June 8, 2010, the Government shall pay Real Estate Taxes in the amount of \$2.70 per rentable square foot.