

L E A S E

THIS LEASE, made and entered into as of the 1st day January, 1995, by and between UTILITIES REAL ESTATE COMPANY, a New Hampshire Corporation, hereinafter called the Lessor, and the ILLINOIS GAS COMPANY, an Illinois Corporation, its legal representatives, successors, and assigns, hereinafter called the Lessee;

WITNESSETH: In consideration of the premises and the mutual covenants and agreements herein contained, the Lessor does hereby lease to the said Lessee that certain property situated in the City of Olney, Richland County, Illinois, located at 215 North Kitchell, known and described as follows:

This structure is a one story shop 50 feet by 100 feet high, containing 5,000 sq. ft. The walls and roof are steel. The floor is 4 inch reinforced concrete.

Lots seven (7) and fourteen (14) of the C.F. Powers Subdivision in the Town (now City) of Olney, situated in the County of Richland in the State of Illinois.

The term of the Lease shall be for a period of six (6) years, beginning January 1, 1995 and the Lessee shall pay rent, in advance and on a monthly basis for each and every month during the term of this agreement, as follows:

A. Six Hundred Dollars (\$600.00) per month for the period of January 1, 1995 through December 31, 1997; and

B. Six Hundred Thirty Dollars (\$630.00) per month for the period of January 1, 1998 through December 31, 2000.

This Lease shall be thereafter extended from year to year unless terminated by either party hereto by the giving of notice, by either party to the other, in writing, of its intention to terminate the Lease Agreement, such notice to be given not later than October 1, 2000 or not later than October 1 of any year thereafter.

The following express stipulations and conditions are made a part of this lease agreement and are hereby assented to by the Lessor and the Lessee.

FIRST: The monthly rental as set forth above shall be paid to the Lessor at the office of the Lessor in Cambridge, Massachusetts or at such other location or agent as the Lessor may designate. If default shall be made in the payment of the rental as aforesaid, and said default continues for a period of sixty (60) days, or if the said Lessee shall violate any of the covenants of this lease, the Lessee shall be given written notice of such violation. If Lessee fails to correct, Lessor shall be entitled to file suit for possession of the property.

SECOND: It is understood and agreed that the Lessee shall be responsible for and shall pay all taxes or assessments upon the real property which is subject to this lease, and which taxes are imposed by the legally constituted authority which has the right and power to impose such taxes upon real property. Further, should the Lessee fail or refuse to pay taxes above described, then the Lessor may, at its option, pay such taxes and add the amount so paid to the sum of the next monthly rental before receiving same.

THIRD: It is understood and agreed that the Lessee shall be responsible for and shall pay the fire insurance premium to cover at least 80 percent of the replacement value of the building. In addition, the Lessee will pay the insurance that provides extensive coverage against loss or damage from explosion of crackling of boilers, pipes carrying steam or water and shall be responsible for and shall pay for liability insurance for this building. Further, should the Lessee fail or refuse to pay the above described insurance premium, then the Lessor may at the option, pay such premium and add the amount so paid to the sum of the next monthly rental before receiving same.

FOURTH: The Lessee shall be responsible for and shall pay for all utilities, i.e. water, sewage, gas and electricity for this building. Further, should the Lessee fail or refuse to pay the above cited water and sewage charge, then the Lessor may at its option, pay such charge and add the amount so paid to the sum of the next monthly rental before receiving same.

FIFTH: The Lessee shall at its own expense have the right to make alterations and repairs to the building as the Lessee considers necessary or desirable for its use of the premises. The Lessee shall obtain the written consent of the Lessor for all major alterations as set forth above, but such consent shall not be unreasonably or arbitrarily withheld. The Lessor, however, is responsible for normal repairs required for the proper maintenance of the building due to fair wear and tear.

SIXTH: If the building shall be damaged by fire or other casualty, the Lessor shall proceed, with the reasonable diligence and at the expense of the Lessor (but only to the extent of the insurance proceeds available or made available to Lessor) to repair or restore the building as nearly as it practically may be to the condition which existed immediately prior to such casualty (including but not limited to restoration of improvements theretofore made by Lessee); and a just amount of the rent reserved, according to the nature and extent of the damages sustained by the building, shall be suspended or abated until the building shall be so repaired or restored. If the building has not been repaired within sixty (60) days to the extent that it can be fully used by the Lessee, the Lessee may at its option terminate this lease by providing thirty (30) days written notice.

IN WITNESS HEREOF, the parties hereto have caused this lease to be executed by their duly authorized officers, and their respective corporate seals to be hereunto affixed, all in duplicate on this 28th day of March, 1995

ILLINOIS GAS COMPANY

BY: Roger C. Avery
Roger C. Avery
President

UTILITIES REAL ESTATE COMPANY

BY: Margaret Corley
Margaret Corley
President