

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease") dated the ____ day of December, 2011, between **MERCANTILE CENTER, LLC**, an Arkansas limited liability company ("Landlord") **GOSHEN MEMBERSHIP SERVICES, INC.**, an ILLINOIS corporation ("Tenant").

WITNESSETH:

In consideration of the covenants and agreements herein and other good and valuable consideration the receipt of which is hereby acknowledged, Landlord and Tenant agree as follows:

1. Lease. Landlord hereby leases to Tenant and Tenant hereby accepts the following described premises: a portion of the 4th floor, consisting of approximately 300 net leasable square feet, in the Mercantile Center (the "Building"), located at 300 South Church Street, City of Jonesboro, Craighead County, Arkansas (the "Premises") for the exclusive purpose of using the Premises as an office for Tenant's business operations.

2. Term. Subject to the terms and conditions contained herein, this Lease shall commence on January 1, 2012 (the "Commencement Date"), and shall terminate on June 30, 2017 (such term referred to herein as the "Term").

3. Rent. Tenant agrees to pay to Landlord a total rental (all such amounts or any portion thereof referred to herein as "Rent") during the Term, payable in advance monthly installments as follows:

Lease Year	Yearly Rent Amount	Monthly Rent Amount
1	\$9,360.00	\$780.00
2	\$9,360.00	\$780.00
3	\$9,360.00	\$780.00
4	\$9,360.00	\$780.00
5	\$9,360.00	\$780.00
6	\$4,680.00	\$780.00

All Rent due under this Lease shall be payable without demand to the order of Landlord at the address stated herein. In the event any installment of Rent is not received within five (5) days of the date due, Tenant shall pay a late charge for each such delinquent installment equal to five percent (5%) of the amount of such delinquent installment.

4. Common Areas. The "Common Areas" are the parts of the Building designated by Landlord from time to time for the common use of all tenants and their invitees, including among other facilities, parking area, sidewalks, landscaping, curbs, loading areas, private streets and

alleys, lighting facilities, hallways, elevators, restrooms, the lobby and other areas and improvements provided by Landlord for the common use of all tenants, all of which shall be subject to Landlord's sole management and control and shall be operated and maintained in such manner as Landlord, in its reasonable discretion, shall determine. Tenant and its employees, customers and invitees shall have the non-exclusive right and license to use the Common Areas as constituted from time to time, such use to be in common with Landlord, other tenants of the Building and other persons permitted by Landlord to use the same, and subject to such reasonable rules and regulations governing use as Landlord may from time to time prescribe. Tenant shall not take any action which would interfere with the rights of other persons to use the Common Areas without the prior written consent of Landlord. Landlord may temporarily close any part of the Common Area for such periods of time as may be necessary to make repairs or alterations, but such repairs or alterations shall be done in a manner so as to cause minimum interference with Tenant's business.

5. Proof of Payment. The burden of proof of any payment dues under this Lease in case of controversy shall be upon Tenant.

6. Nuisance, Waste, Environmental Laws, Etc. Tenant covenants and agrees with Landlord that the Premises shall be used and occupied in a careful, safe and proper manner; that no nuisance, trade or custom which is unlawful or known in insurance as extra or especially hazardous shall be permitted therein; that no waste shall be committed upon, nor any damages be done to the Premises. In addition, Tenant warrants and represents to Landlord that all activities by Tenant on or about the Premises will be in strict compliance with all state, federal, local or other laws, regulations, ordinances and directives.

7. Alterations. Tenant shall not make any alterations to the Premises without Landlord's prior written consent and all additions and improvements made by Tenant, and all fixtures installed by Tenant shall become the property of Landlord and be surrendered with the Premises. In the event of any changes, alterations or additions being required by any law, ordinance or regulation, then the cost of such changes, alterations or additions shall be paid by Tenant.

8. Subletting. Tenant hereby covenants and agrees that neither the Premises, nor any part thereof, shall be sublet without the prior consent in writing of Landlord, which consent shall not be unreasonably withheld, nor shall this Lease be assigned (whether for the benefit of the creditors of Tenant or otherwise) without such prior written consent, which consent shall not be unreasonably withheld. In no event shall any subletting or assignment of this Lease relieve Tenant of any of the covenants, agreements and obligations imposed on Tenant in this Lease. Any assignment or subletting in violation hereof shall be void. Tenant shall not mortgage, pledge or otherwise encumber its interest under this Lease.

Landlord's interest and obligations hereunder may be assigned, transferred or sold without Tenant's consent. In the event of any sale, transfer or assignment of Landlord's interest in this Lease or the premises, Tenant shall attorn to the purchaser, recognize such purchaser as Landlord hereunder, and promptly execute and deliver any instrument necessary to evidence such

attornment. Tenant shall, upon Landlord's request, execute and deliver to Landlord, in form reasonably satisfactory to Landlord or Landlord's mortgagee, a written statement certifying that Tenant has accepted the Premises, that this Lease is unmodified and in full force and effect, that Landlord is not in default hereunder, and the date to which Rent and other charges have been paid in advance, if any.

9. Delivery at End of Term. Tenant agrees to deliver the Premises to Landlord at the expiration of the Term of this Lease in good order and condition and make good all damages to the Premises, usual wear and tear excepted, and also to remain liable for Rent until all the Premises, with keys to the same be returned to Landlord in like good order, and no demand or notice of such delivery shall be necessary.

In the event Tenant fails to surrender the Premises as provided herein, Tenant will, in addition to any damages generally recoverable, be liable to Landlord for all damages Landlord may sustain, including claims made by any succeeding tenant against Landlord which are founded upon delay or failure in delivering possession of the Premises to the succeeding tenant.

Upon the termination of this Lease, Tenant may remove all of Tenant's personal property. If Tenant does not remove Tenant's personal property from the Premises within five (5) days from the end of the Term, however ended, Landlord may, at its option, remove and dispose of the same as Landlord sees fit, without recourse by Tenant.

10. Default. The happening of any one or more of the following shall be deemed an event of default under this Lease:

(a) Tenant becomes bankrupt, makes an assignment for the benefit of its creditors or becomes insolvent;

(b) A receiver is appointed for Tenant or Tenant's leasehold interest hereunder or for any of Tenant's property used in connection with Tenant's business;

(c) A writ of execution or attachment is levied on or against Tenant's fixtures, equipment, or any other personal property within the Premises used in connection with Tenant's business if such writ is not released or discharged within thirty (30) days thereafter;

(d) Proceedings are instituted in a court of competent jurisdiction for the reorganization, liquidation, or involuntary dissolution of Tenant, or for its adjudication as a bankrupt or insolvent, and said proceedings not being dismissed, and any trustee or liquidator appointed therein not being discharged within thirty (30) days after the institution of such proceedings;

(e) Tenant's failure to pay any installment of Rent or other charge or money obligation herein required to be paid by Tenant within the time such payment is due and payable

and following expiration of fifteen (15) days thereafter (such grace period not affecting the obligation of Tenant for late fees set forth in this Lease);

(f) Tenant's failure to comply with any other covenant or provision of this Lease and following expiration of fifteen (15) days thereafter.

11. Remedies. Upon occurrence of any event of default, Landlord shall have the option to pursue any right, claim or remedy to which Landlord may be entitled at law or in equity in case of Tenant's default. Pursuit by Landlord of an available remedy shall not preclude pursuit of any other remedy available at law or in equity; nor shall pursuit of any remedy constitute a forfeiture of waiver of any Rent due to Landlord hereunder or of any damages accruing to Landlord by reason of the violation of any of the covenants and provisions herein contained. Forbearance by Landlord to enforce one or more remedies herein set forth upon an event of default shall not be deemed or construed to constitute a waiver of such default. Acceptance of late performance or payment by Landlord shall not constitute modification of this Lease by course of dealing.

12. Lien. As security for the Rent and the performance of the covenants of Tenant herein contained, and as security for the payment of all damages which may be sustained by Landlord in the event there is a breach of any of the terms of this Lease by Tenant, Landlord shall have a lien on all furniture, fixtures and other property, excepting merchandise carried in stock for sale, which may be brought into or upon the Premises, including any additions and improvements constructed and installed by it, which may, at any time during the term hereof. Landlord shall have the right to file appropriate notices in public records evidencing and perfecting such lien. As an additional remedy, Landlord shall have the power to sell such furniture, fixtures or other property at a public sale, and to apply all amounts realized therefrom to the payment of the accrued Rent or to the claim or claims of Landlord from damages. Before making such sale, Landlord shall publish a five (5) day notice thereof by one (1) insertion in a daily newspaper published in Craighead County, Arkansas. Landlord may bid thereat as any third person might, and Tenant hereby waives any and all rights of redemption granted by the laws of the State of Arkansas.

13. Holdover. Should Tenant or any of its successors in interest hold over the Premises, or in any part thereof, after the expiration of the term of this Lease, such holding over shall not operate to extend the term of this Lease, but such continued possession shall create a tenancy from month to month upon the same terms and conditions herein, except the monthly rental rate shall be one hundred fifty percent (150%) of the amount of Rent payable during the Term of this Lease. The rights of Landlord concerning the Rent due from Tenant shall be determined by applicable Arkansas law concerning holdover of commercial property. No receipt of money by Landlord from Tenant after termination of this Lease shall reinstate or extend this Lease or affect any prior notice given by Landlord to Tenant.

14. Protection from Violations. Tenant agrees to hold Landlord harmless from violations of the laws of the United States, of the State of Arkansas, and the ordinances, laws, and

regulations of the City of Jonesboro, and in its use and occupancy of the Premises, Tenant shall comply with all such laws, ordinances and regulations at its own cost and expense.

15. Advertising/Signage. Unless otherwise agreed herein, Tenant shall not affix or attach, or cause to be fixed or attached, any signs on the Premises without the prior written consent of Landlord. Landlord shall have the right to refuse such written permission if, in the opinion of and at the sole discretion of Landlord, any proposed sign is not aesthetically complimentary to the Premises. During the term of this Lease, Tenant agrees to keep any sign placed on the Premises in excellent condition. Tenant agrees to remove any sign upon notice from Landlord that said sign, in the opinion of and at the sole discretion of Landlord, has not been maintained in an acceptable manner. Upon termination of this Lease, Tenant shall remove any sign, advertisement or notice painted on, affixed to or attached to the Premises and restore the place it occupied in the condition which it existed as of the date of this Lease. Tenant shall be solely responsible for compliance with all applicable laws, ordinances and regulations regarding signs.

16. Increased Premium. Tenant is not to suffer anything to be or remain on or about the Premises nor carry on nor permit upon the Premises any trade or occupation or suffer to be done anything which may render an increased or extra premium payable for the insurance of property owned by Landlord adjacent to the Premises against fire, unless consented to in writing by Landlord and if so consented to, Tenant shall pay such increased or extra premium within ten (10) days after Tenant shall have been advised of the amount thereof.

17. Condition of Premises. It is hereby further agreed that Tenant has examined the Premises and is satisfied as to the condition thereof, accepts the Premises in AS IS, WHERE IS condition, and Tenant expressly agrees that no representation as to the condition of the Premises has been made by Landlord or agents of Landlord or relied upon by Tenant.

18. Liability for Repairs. Tenant will keep the Premises, including any plate glass located in the Premises, in good repair throughout the Term of this Lease. If Tenant refuses or neglects to repair and maintain the Premises, as required hereunder, to the reasonable satisfaction of Landlord as soon as reasonably possible, Landlord may but shall not be obligated to make such repairs and perform such maintenance, and Tenant shall upon demand pay Landlord's cost for making such repairs and performing such maintenance plus fifteen percent (15%) of such cost for Landlord's overhead expense and supervision as additional Rent due hereunder. Upon the expiration of this Lease, in course or by breach of any of its provisions, Tenant will restore the Premises to Landlord in as good condition as when possession was taken by Tenant, ordinary wear and tear alone excepted.

Landlord shall keep the Building, including without limitation the exterior of the Building, the roof, walls, exterior plumbing, heating, electrical and air conditioning in good repair throughout the Term of this Lease. Landlord shall provide and maintain adequate facilities to allow Tenant to have access to electricity, telephone and internet services within the Premises.

19. Right of Entry. Landlord may enter the Premises at proper times to view and inspect same, or to make such repairs, additions and alterations, or to run such pipe or electric wire as Landlord may deem necessary for the safety, improvement, or preservation of the Premises. Such entry shall not operate to impose any obligation for repair or maintenance beyond the obligations of Landlord specifically set forth in Section 18 of this Lease, nor diminish the obligations of Tenant under this Lease.

20. Fire Clause. In case the Premises shall be so injured or damaged by fire or other cause as to be rendered untenable, and so that necessary repairs or rebuilding cannot be made within 120 days, this Lease shall be terminated and Tenant shall be allowed an abatement of Rent from the time the Premises were rendered untenable. However, if the damage is such that rebuilding and repairs can be completed within 120 days, Landlord agrees to make such repairs with reasonable promptness and dispatch, and to allow Tenant an abatement in Rent for such time as the building remains untenable and Tenant covenants and agrees that the terms of this Lease shall not be otherwise affected.

21. Damages, Accidents, and Insurance. Tenant shall indemnify and hold Landlord harmless against all damages, accidents, and injuries to persons or property caused by or resulting from or in connection with the Premises, or pertaining to Tenant's business operations on or about the Premises during the term of this Lease or while Tenant is occupying the Premises.

22. Taxes. Landlord shall pay all ad valorem real property taxes for the Premises, and Tenant shall be responsible for all taxes related to Tenant's personal property and business operations.

23. Utilities. All heat, water, electric current, gas or other utilities used on the Premises shall be paid by Landlord. Any charges for telephone service, cable or satellite television, or internet service shall be paid by Tenant.

24. Attorney's Fees. In the event of any dispute concerning the terms of this Lease or any action to enforce compliance of any of the covenants and agreements herein contained, the prevailing party shall be entitled to reasonable attorney's fees, costs and expenses incurred by the prevailing party.

25. Permitted Use. The business to be conducted in the Premises shall be limited to storage of equipment and materials and general administrative offices, associated with Tenant's business operations. Tenant will not use the Premises for any other purpose without first obtaining the written consent of Landlord.

26. Notices. Any notice or document required or permitted to be delivered by this Lease shall be deemed to be delivered (when actually received or rejected) if delivered personally, when deposited in the United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the parties at their respective addresses set out below, or sent by any

overnight carrier which routinely issues receipts. Either Landlord or Tenant may add additional addresses or change its address for purposes of receipt of any such communication by giving 10 days prior written notice of such change to the party in the manner prescribed in this Section.

If to Tenant: GOSHEN MEMBERSHIP SERVICES, INC.
Attn: TRACY T. WETZEL
300 South Church Street, 4TH Floor
Jonesboro, Arkansas 72401

with a copy to: GOSHEN MEMBERSHIP SERVICES, INC.
Attn: TRACY T. WETZEL
318 Hillsboro P.O. Box 104
Edwardsville, IL 62025

If to Landlord: MERCANTILE CENTER, LLC
c/o NAI/Halsey Commercial Real Estate Services Worldwide
P.O. Box 19129
Jonesboro, Arkansas 72403
Attn: Jerry Halsey, Jr.

27. Eminent Domain. If the Premises are subjected to any eminent domain proceeding, or private purchase under threat thereof, or are taken for any public or quasi-public use under any governmental law, ordinance or regulation, the Lease shall terminate. In such condemnation proceedings Tenant may claim compensation for the taking of any removable installations which by the terms of this Lease, Tenant would be permitted to remove at the expiration of this Lease, but Tenant shall be entitled to no additional award, it being agreed that all damages allocable to full fee simple ownership of the Premises shall in any event be payable to Landlord.

28. Waiver of Breach. It is hereby covenanted and agreed that no waiver of a breach of any of the covenants of this Lease shall be construed to be a waiver of any succeeding breach of the same or any other covenant.

29. Quiet Possession. In consideration of the covenants and agreements herewith contained, as so long as Tenant is not in default under this Lease, Tenant may enjoy the quiet and peaceful possession of the Premises during the term of this Lease.

30. Binding on Successors, Etc. It is further agreed by the parties to this Lease that all of the covenants and agreements enumerated herein shall be binding upon both parties' successors and assigns for the maximum period allowed by law.

31. Subrogation. Landlord and Tenant hereby waive any right of subrogation which they may have against the other for any losses paid to them on policy or policies carried on the Premises, each agreeing to use reasonable effort to cause all policies to be so endorsed.

32. Subordination. This Lease and all rights of Tenant hereunder are subject and subordinate to any deeds of trust, mortgages, security agreements, lease assignments or other instruments of security, as well as to any ground leases or primary leases, that now or hereafter cover all or any part of the Building, the land situated beneath the Building or any interest of Landlord therein, and to any and all advances made on the security thereof, and to any and all increase, renewals, modifications, consolidations, replacements and extensions of any of the foregoing. This provision is hereby declared by Landlord and Tenant to be self-operative and no further instrument shall be required to effect such subordination of this Lease. Tenant shall, however, upon demand at any time or times execute, acknowledge and deliver to Landlord any and all instruments and certificates that in the judgment of Landlord may be necessary or proper to confirm or evidence such subordination.

33. No Brokers; Agency; Disclosure. Landlord represents that Landlord is represented by Halsey Inc., d/b/a NAI/Halsey Commercial Real Estate Services Worldwide ("Halsey"), that such fact has been disclosed to Tenant, and that Halsey will be paid a commission by Landlord pursuant to separate agreement. Other than disclosed herein, Landlord and Tenant each warrant to the other that it has not dealt with any broker or agent in connection with the negotiation or execution of this Lease. Tenant and Landlord shall each indemnify the other against all costs, expenses, attorneys' fees and other liability for commissions or other compensation claimed by any broker or agent who claims the same by, through or under the indemnifying party.

34. Severability. If any clause or provision of this Lease is illegal, invalid or unenforceable under present or future laws, then the remainder of this Lease shall not be affected thereby and in lieu of such clause or provision, there shall be added as a part of this Lease a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

35. Governing Law. The laws of the State of Arkansas shall govern the validity, construction, enforcement and interpretation of this Lease.

36. No Oral Modification; Survival. This Lease may not be amended except by an instrument in writing referring to this Lease and signed by Landlord and Tenant. No provision of this Lease shall be deemed to have been waived by Landlord or Tenant unless such waiver is in writing signed by Landlord or Tenant, and no custom or practice which may evolve between the parties in the administration of the terms of this Lease shall waive or diminish the right of Landlord or Tenant to insist upon the performance by Landlord or Tenant in strict accordance with the terms hereof. The indemnification and hold harmless provisions of this Lease shall survive the expiration or termination of this Lease.

37. Captions; Construction; Counterparts. All captions contained in this Lease are for convenience of reference only and do not limit or enlarge the terms and conditions of this Lease. This Lease may be executed in several counterparts, each of which shall be fully effective as an original and all of which together shall constitute one and the same instrument. The provisions

of this Lease have been negotiated by Landlord and Tenant, each having the benefit of legal counsel and advice, and should not be construed more favorably to either Landlord or Tenant.

38. Entire Agreement. Landlord and Tenant mutually understand and agree that this Lease is the final and complete expression of their agreement. This Lease supersedes any prior discussions and agreements between Landlord and Tenant regarding the Premises. In the event of a conflict between this Lease and any other agreement between Landlord and Tenant concerning the Premises, this Lease shall supersede and control. The parties specifically warrant to each other that there are no other agreements, warranties or clauses not contained herein.

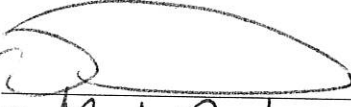
39. Option of Tenant Regarding Premises. Tenant has delivered to Landlord plans and drawings ("Tenant's Plans") for proposed improvements to a portion of the 1st floor of the Building, consisting of approximately 780 net leasable square feet (such space referred to herein as the "Replacement Premises"), to be performed by Landlord (the "Landlord's Work"), a set of such Tenant's Plans attached hereto as **Exhibit A**. A depiction of the Replacement Premises is attached hereto as **Exhibit B**. Landlord may, in Landlord's sole discretion, perform the Landlord's Work in the Replacement Premises. In the event Landlord completes the Landlord's Work such that the Replacement Premises is ready for occupancy, then Tenant shall have the option, until December 31, 2012, to relocate from the Premises to the Replacement Premises (the "Option"), with all other terms of this Lease, including without limitation the amount of Rent payable from Tenant to Landlord, to remain in full force and effect for the remainder of the Term. Tenant shall exercise the Option by providing written notice to Landlord at the address set forth herein. Tenant shall relocate from the Premises to the Replacement Premises within thirty (30) days from the date of such written notice. Tenant covenants that in the event Tenant relocates from the Premises to the Replacement Premises, Tenant will restore the Premises to Landlord in as good condition as when possession was taken by Tenant, ordinary wear and tear alone excepted.

Landlord and Tenant agree Landlord's completion of the Landlord's Work is an express condition precedent to Tenant's right to exercise the Option. In the event Landlord fails to complete the Landlord's Work prior to December 31, 2012, or chooses not to perform the Landlord's Work, then Tenant's sole remedy is to terminate this Lease as of December 31, 2012, all other remedies being expressly waived. In the event Tenant elects to terminate the Lease as a result of Landlord's failure to complete Landlord's Work prior to December 31, 2012, Tenant shall provide written notice of such termination to Landlord no later than December 31, 2012. Tenant shall surrender the Premises to Landlord within ten (10) days of such notice, and shall have no further obligations under this Lease, except to the extent of the obligations which survive pursuant to Section 36.

IN WITNESS WHEREOF, the parties of this Lease have set their hand and seals to two (2) copies hereof, this _____ day of December, 2011.

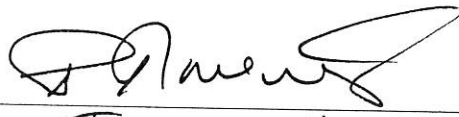
LANDLORD:

MERCANTILE CENTER, LLC,
an Arkansas limited liability company

By: 
Name: Mark Duckworth
Title: Managing Member

TENANT:

GOSHEN MEMBERSHIP SERVICES, INC.,
an ILLINOIS corporation

By: 
Name: Tracy T. Wetzel
Title: Vice President

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EXHIBIT A

[TENANT'S PLANS]
Mercantile First Floor

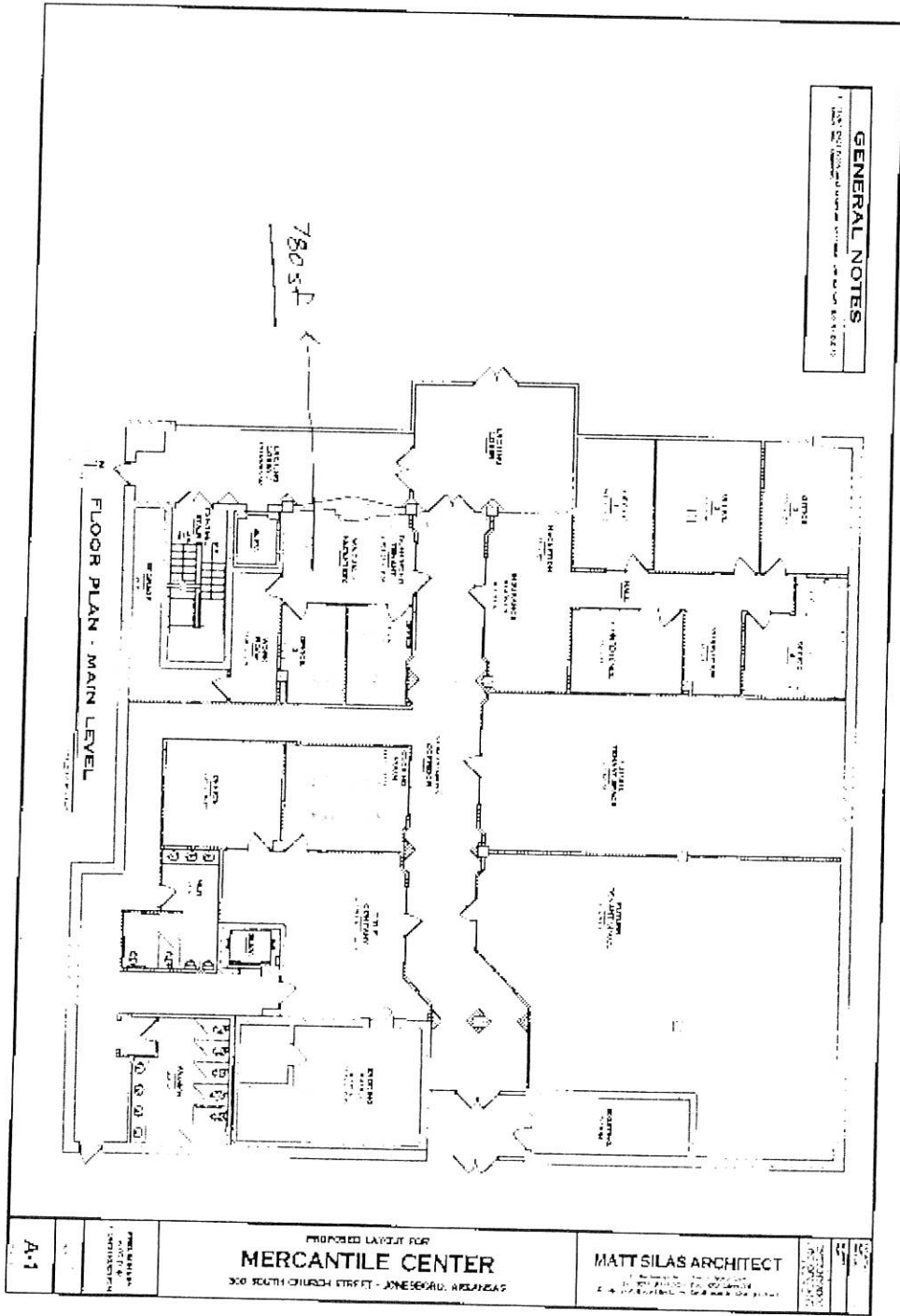
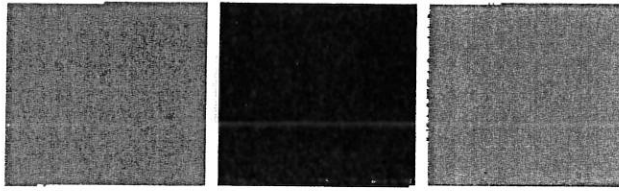


EXHIBIT B
[DEPICTION OF REPLACEMENT



Fourth Floor Plan

