

U.S. GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE 7/20/11 LEASE NO. GS-06P-01066

THIS LEASE, made and entered into this date by and between Lion of Judah, LLC

whose address is 8932 Watson Road
Crestwood, MO 63119-5116

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:

11,905 rentable square feet (RSF) of office and related space, which yields 10,352 ANSI/BOMA Office Area square feet (ABOA) and an additional 1,995 RSF (yielding 1,735 ABOA square feet) of free space (for which the Government will not be charged rent, including real estate taxes and operating cost escalations), for a total of 13,900 RSF (yielding 12,087 ABOA square feet) to be located at 8800 Watson Road, Crestwood, MO 63119-5114 and to be used for such purposes as determined by the General Services Administration. Included in the rent at no additional cost to the Government are thirty-four (34) on-site, secured, surface parking spaces for the exclusive use of Government employees, and eighteen (18) on-site surface parking spaces for employee/visitor use.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on the date the Government accepts the premises as substantially complete and continuing for ten (10) years, seven (7) years firm, subject to termination and renewal rights as may be hereinafter set forth. The Lessor shall deliver the premises to the Government substantially complete no later than eighty (80) working days subsequent to the Government's approval of the Tenant Improvement Notice to Proceed.

3. The Government shall pay the Lessor monthly in arrears in accordance with the following table:

Months	Annualized				Total Annual Rent
	Shell	Cost of Services	Tenant Improvement Allowance	Building Specific Security	
1 - 84	\$ 168,931.95	\$ 82,959.00	\$ 79,644.61	\$ 2,093.66	\$ 333,629.22
85 - 120	\$ 204,412.52	\$ 82,959.00			\$ 287,371.52

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:

LION OF JUDAH, LLC
8932 WATSON ROAD
CRESTWOOD, MISSOURI 63119-5116

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

NAME OF SIGNER Joseph Grasso 7/5/11

ADDRESS _____

IN THE PRESENCE OF (SIGNATURE) _____
NAME OF SIGNER Steven B Lechner

UNITED STATES OF AMERICA

SIGNATURE _____
NAME OF SIGNER Erie B. Gibbs MARSHA GREEN
OFFICIAL TITLE OF SIGNER Lease Contracting Officer

4. The Government may terminate this Lease in whole or in part at any time on or after the seventh (7th) year by providing at least ninety (90) 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.
5. The Lessor shall furnish to the Government, as part of the rental consideration, the following:
 - A. Those facilities, services, supplies, utilities, and maintenance in accordance with SFO 0MO2070 dated 10/20/2010.
 - B. Build out in accordance with standards set forth in SFO 0MO2070 dated 10/20/2010, and the Government's design intent drawings. The Government's design intent drawings shall be developed subsequent to award.
 - C. Deviations to the Government's design intent drawings will not be permitted unless prior written authorization is obtained from the GSA Contracting Officer.
6. The following are attached and made a part hereof:
 - A. Solicitation for Offers 0MO2070 dated 10/20/2010
 - B. GSA Form 3517 entitled GENERAL CLAUSES (Rev. 11/05)
 - C. GSA Form 3518 entitled REPRESENTATIONS AND CERTIFICATIONS (Rev. 1/07)
 - D. Attachment A – Base Plans
 - E. Attachment B – Legal Description
 - F. Special Requirements
7. 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 Office Area 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 10,870 ANSI/BOMA Office Area square feet (which excludes free space) as stated in Paragraph 1.1 of the SFO.

If the actual number of ANSI/BOMA Office Area square feet differs from Paragraph 1 of the SF-2, the Lease shall be amended by Supplemental Lease Agreement after field measurement to establish the square footage in compliance with the terms of this paragraph.

8. The tenant build out will conform to the specifications of the Lease and all attachments, and will be provided by the Lessor as part of the total rental payment. In accordance with Paragraph 3.2 of the SFO, *Tenant Improvements Included in Offer*, the Lessor agrees to provide up to \$439,752.96 toward the cost of the Tenant Improvements. The Tenant Improvement Allowance of \$439,752.96 will be amortized for a period of 84 months at the rate of 7.00%. Therefore, the amortized tenant build out costs are \$79,644.61 per annum.

In accordance with SFO paragraph 3.3, *Tenant Improvement Rental Adjustment*, 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 7.00% amortization rate. The refund will be a credit of the rent equally spread out throughout the firm lease term (84 months). In the event that the Tenant Improvement Cost is greater than the amount provided above, Lessor agrees to amortize the additional cost at 7.00% throughout the firm lease term, or the Government may choose to pay lump sum for any part of the Tenant Improvement Cost. The Government and Lessor must agree on any additional Tenant Improvement Cost through a Supplemental Lease Agreement.

9. The Lessor agrees to provide up to \$11,560.00 toward the cost of Building Specific Security. The Building Specific Security cost of \$11,560.00 will be amortized for a period of 84 months at the rate of 7.00%. Therefore, the amortized Building Specific Security cost is \$2,093.66 per annum.
10. In accordance with SFO Paragraph 4.1, *Measurement of Space*, the common area factor is established as 1.149996 (13,900 RSF / 12,087 ABOA).
11. In accordance with SFO Paragraph 4.2, *Tax Adjustment*, the percentage of Government occupancy is established as 11.60% (11,905 RSF / 102,629 RSF). The Government shall not pay taxes on any free space associated with this Lease, and therefore, the percentage of occupancy does not include any square footage associated with the free space.

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INITIALS:

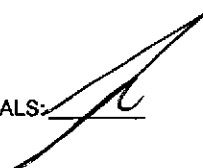

LESSOR

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GOVT

12. In accordance with SFO Paragraph 4.3, *Operating Costs*, the escalation base is established as \$82,959.00 per annum. The escalation base does not include the free space associated with this Lease, and therefore, CPI escalations will not apply to any square footage associated with the free space.
 13. In accordance with SFO Paragraph 4.4, *Adjustment for Vacant Premises*, the adjustment is established as \$3.10/ABOA for vacant space (rental reduction).
 14. In accordance with SFO Paragraph 4.6, *Overtime Usage*, the rate for overtime usage is established as \$7.75 per hour for the entire space or any portion thereof beyond the normal hours of operation of 6:30 AM to 5:30 PM Monday through Friday. Areas requiring 24/7 HVAC will be provided at a rate of \$1.50 per RSF.
 15. In accordance with SFO Paragraph 5.14, *Floor Plans After Occupancy*, within 30 days after occupancy the Lessor shall provide one (1) copy of CAD as-built drawings on CD-ROM to the Contracting Officer.
 16. For the purposes of all rental calculations, all space offered as free space is excluded from shell costs, operating costs, tenant improvements, overtime utility rates, CPI escalations and percentage of occupancy for tax escalations. Maintenance of all space offered as free space will be provided at no additional cost to the Government.
- All rights, responsibilities and obligations that bind the Lessor and Government under this Lease agreement, including the General Clauses, and any other attachments hereto, shall pertain to the entire space under lease, including free space.
17. All information submitted by the Lessor during negotiations, including but not limited to plans, renderings, specifications, etc. are incorporated by reference.
 18. The Lessor hereby forever and unconditionally waives any right to make a claim against the Government for restoration arising from alteration or removal of any alteration by the Government during the term of this Lease or any extensions. Alterations completed by either the Government or Lessor including initial build out of the Lease space and/or any subsequent modifications required during the Lease period. At the Government's sole discretion, alterations will remain in the Lease space after termination of the Lease contract and will become property of the Lessor.
 19. 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.
 20. Wherever the words "offeror" 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."
 21. This Lease, upon execution, contains the entire agreement of the parties and no prior written or oral agreement, expressed or implied, shall be admissible to contradict the provisions of this Lease. Wherever there is a conflict between the SF-2 and the SFO, the SF-2 shall take precedence.

INITIALS:



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