

U.S. GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE 12.15.09 LEASE NO. GS-06P-90091

THIS LEASE, made and entered into this date by and between Ronald E. Melton

whose address is [REDACTED]

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:

Approximately 5,848 rentable square feet (RSF) of office and related space, which yields 5,497 ANSI/BOMA Office Area square feet (USF) of space at 2546 South Jefferson, Lebanon, Missouri, 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 period of ten (10) years, with a firm term of seven (7) years. The Government occupancy shall begin on or about February 1, 2010. The actual lease term period shall be determined by the Government and established with a Supplemental Lease Agreement (SLA) upon occupancy. This lease supersedes Lease Number GS-06P-10020, which will terminate at the time that the space under this lease is accepted as substantially complete.

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

Period	Shell (Annual)	Operating (Annual)	Tenant Improvement (Annual)	Annual Rent	Annual Rate per USF
2/1/10 - 1/31/13	\$55,263.60	\$49,869.00	\$69,801.01	\$174,933.61	\$31.823469
2/1/13 - 1/31/20	\$55,263.60	\$49,869.00	\$0.00	\$105,132.60	\$19.125450

* Operating rent specified in the table is exclusive of annual escalations to which the Lessor may be entitled under the terms of this Lease. *

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

Ronald Melton
281 S. Jefferson Ave
Lebanon, MO 65536-4234

(See attached page 2)

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

LESSOR: **Ronald E. Melton**

SIGNATURE [REDACTED] NAME OF SIGNER Ronald Eugene Melton

ADDRESS 281 S Jefferson, Sulf A, Lebanon Mo. 65536

IN THE PRESENCE OF (SIGNATURE) [REDACTED] NAME OF SIGNER SONYA STARR

UNITED STATES OF AMERICA

SIGNATURE [REDACTED] NAME OF SIGNER **Shellie Starr**
OFFICIAL TITLE OF SIGNER **Lease Contracting Officer**

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INITIALS: [Signature]
LESSOR GOVERNMENT

4. The Government may terminate this lease in whole or in part at any time after the seven (7) year firm term of the lease by giving at least 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 No. 8MO2047 dated July 16, 2009, and any Amendments thereto.
- B. Build out of tenant improvements with standards set forth in SFO No. 8MO2047 dated July 16, 2009, and the Government approved Design Intent Drawings and Construction Drawings. All tenant improvements to be completed by the occupancy date identified under Paragraph 2 of this document. Lease term to be effective on the date of occupancy, if different from the date identified under Paragraph 2 of this document. The Lessor hereby waives restoration.
- C. Deviations to the approved 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 No. 8MO2047 dated July 16, 2009, and Amendment #1
- B. GSA Form 3517 entitled GENERAL CLAUSES (Rev. 11/05) (3 pages)
- C. GSA Form 3518 entitled REPRESENTATIONS AND CERTIFICATIONS (Rev. 1/07) (8 pages)

7. In accordance with the SFO paragraph entitled Tenant Improvement Rental Adjustment, tenant improvements in the total amount of \$186,996.40 (5,497 USF x \$34.017901) shall be amortized through the rent for 36 months at the rate of 7.5%. The total annual cost of tenant improvements for the amortization period shall be \$69,801.01.

Based on the Solicitation for Offers, the Lessor estimates Tenant Improvement build-out at approximately \$203,271.00. Following Government approval of construction drawings and negotiation of Tenant Improvement pricing, any Tenant Improvement build-out costs in excess of \$186,996.40 that are approved with a Notice to Proceed will be paid via lump sum in accordance with invoicing instructions to be provided in a Supplemental Lease Agreement.

8. In accordance with the SFO paragraph entitled *Percentage of Occupancy*, the percentage of Government occupancy is established as 100%.

9. In accordance with the SFO paragraph entitled *Operating Costs Base*, the escalation base is established as \$8.527531/RSF (\$49,869.00/annum). The base year for operating costs is hereby established as February 1, 2010.

10. In accordance with the SFO paragraph entitled *Common Area Factor*, the common area factor is established as 1.063853 (5,848 RSF/5,497 USF).

11. In accordance with the SFO paragraph entitled *Overtime Usage*, if heating or cooling is required outside the office's normal hours of 6:30 am to 5:30 pm (excluding Saturdays, Sundays, and federal holidays), it shall be provided at a rate of \$20.50 per hour

12. The Overtime Usage rate specified above shall not apply to any portion of the Premises that is required to have heating and cooling 24 hours per day as specified by the Lease. The charges for heating and cooling of these areas shall be provided at an annual rate of \$4,420.00. The Lessor must submit a proper invoice bi-annually to the GSA Building Manager or designee located at 1500 E. Bannister Rd., Bldg, 50, Kansas City, MO 64131 to receive payment.

13. In accordance with the SFO paragraph entitled *Adjustment for Vacant Premises*, if the Government fails to occupy any portion of the leased premises or vacates the premises, in whole or in part, prior to expiration of the term of the lease, the rental rate for the vacated portion of the space will be reduced by \$7.00 per ANSI/BOMA Office Area square foot. Said reduction shall occur after the Government gives 30 calendar days' prior notice to the Lessor and shall continue in effect until the Government occupies the vacant premises or the lease expires or is terminated.

LEASE NO GS-06P 9 0 0 9 1

INITIALS:  & 
LESSOR & GOV'T