

U.S. GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE

S.25.10

LEASE NO.

GS-06P-01046

THIS LEASE, made and entered into this date by and between **JQH SPRINGFIELD TOWER, LLC**

whose address is

300 John Q. Hammons Parkway
Suite 900
Springfield, MO 65806-2550

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 blocks of described premises:

Block A: 5,184 rentable square feet, which yields 4,587 ANSI/BOMA Office Area square feet (USF) of existing space on the eighth floor of the building, located at 901 E. St. Louis Street, Springfield, MO 65806-2540. 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 two (2) on-site structured, parking spaces for the exclusive use of Government employees and patrons.

Block B: 5,830 rentable square feet, which yields 5,158 ANSI/BOMA Office Area square feet (USF) of existing space on the third floor of the building, located at 901 E. St. Louis Street, Springfield, MO 65806-2540. 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 seven (7) on-site structured, parking spaces for the exclusive use of Government employees and patrons

2. **TO HAVE AND TO HOLD** the said premises with their appurtenances for the term beginning on 3/19/2010, through 3/18/2020 for **Block A**, subject to termination and renewal rights as may be hereinafter set forth.

TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on 3/19/2010, through 9/18/2011 **Block B**, 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 ninety (90) working days subsequent to the Government's issuance of the notice to proceed for the tenant improvements.

SIGNATURE		NAME OF SIGNER	
[REDACTED]		JOHN Q. HAMMONS	
ADDRESS			
300 JOHN Q. HAMMONS PARKWAY, SUITE 900, SPRINGFIELD, MO 65806			
IN THE PRESENCE OF		NAME OF SIGNER	
[REDACTED]		MARK HARRELL	
UNITED STATES OF AMERICA			
SIGNATURE		NAME OF SIGNER	
[REDACTED]		Shellie Starr	
		OFFICIAL TITLE OF SIGNER	
		LEASING CONTRACTING OFFICER	
AUTHORIZED FOR LOCAL REPRODUCTION		STANDARD FORM 2 (REV. 12/2006)	
Previous edition is not usable		Prescribed by GSA - FPR (41 CFR) 1-16.60	

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

Dates	Total RSF	Shell	Base Cost of Services	Tenant Improvement Allowance	Building Specific Security Costs	Total Annual Rent	Total Monthly Rent
3/19/10 - 9/18/11	11,014	\$ 126,991.42	\$ 60,586.74	\$ -	\$ -	\$ 187,578.16	\$ 15,631.51
9/19/11 - 3/18/15	5,184	\$ 59,771.52	\$ 28,518.36	\$ -	\$ -	\$ 88,289.88	\$ 7,357.49
3/19/15 - 3/18/20	5,184	\$ 62,726.40	\$ 28,518.36	\$ -	\$ -	\$ 91,244.76	\$ 7,603.73

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:

JQH SPRINGFIELD TOWER, LLC
 300 John Q. Hammons Parkway
 Suite 900
 Springfield, MO 65806-2550

4. The Government may terminate **Block A** of this Lease in whole or in part at any time after 3/18/2015 by giving 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.

The Government may terminate **Block B** of this Lease in whole or in part at any time after the 9/18/2010 by giving 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 to the rental consideration, the following:
- Those facilities, services, supplies, utilities, and maintenance in accordance with SFO dated February 4, 2010, as amended.
 - Build out in accordance with standards set forth in SFO dated February 4, 2010, as amended, and the Government's design intent drawings. The Government's design intent drawings shall be developed subsequent to award.
 - 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:
- Solicitation for Offers 9MO2119 dated February 4, 2010; as amended
 - GSA Form 3517 entitled GENERAL CLAUSES (Rev. 06/08)
 - GSA Form 3518 entitled REPRESENTATIONS AND CERTIFICATIONS (Rev. 1/07)
 - Exhibit A – Floor Plans
 - Commission Agreement dated February 4, 2010
7. Rent does not include a Tenant Improvement Allowance.
8. Rent includes does not include Building Specific Security Costs.

9. In accordance with SFO paragraph 2.3, *Broker Commission and Commission Credit*, Jones Lang LaSalle ("JLL") is the authorized real estate broker representing GSA in connection with this Lease transaction. The Lessor and JLL have agreed to a cooperating Lease commission of [REDACTED] of the firm term value of this Lease ("Commission"). The total amount of the Commission is [REDACTED]. This Commission is earned upon Lease execution and payable (i) one-half (1/2) when the Lease is awarded and (ii) one-half (1/2) upon the earlier of Tenant's occupancy of the premises Leased pursuant to the Lease or the commencement date of the Lease. Due to the Commission Credit described in Paragraph 2.3, only [REDACTED] which is [REDACTED] of the Commission, will be payable to Jones Lang LaSalle when the Lease is awarded. The remaining [REDACTED] which is [REDACTED] % of the Commission ("Commission Credit") shall be credited to the shell rental portion of the annual rental payments due and owing shall be reduced to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue until the credit has been fully recaptured. The monthly rent schedule for the firm term is as follows:

Months	Total RSF	Total Monthly Rent	Monthly Shell Rent	Commission Credit	Total Net Monthly Rent
1	11,014	\$ 15,631.51	\$ 10,582.62	\$ [REDACTED]	\$ [REDACTED]
2-18	11,014	\$ 15,631.51	\$ 10,582.62	\$ -	\$ 15,631.51
19-60	5,184	\$ 7,357.34	\$ 4,980.96	\$ -	\$ 7,357.34

10. In accordance with SFO paragraph 4.1, *Measurement of Space*, the common area factor for **Block A** is established as 1.13022 (5,184 RSF / 4,587 USF) and the common area factor for **Block B** is established as 1.13022 (5,830 RSF / 5,158 USF)
11. In accordance with SFO paragraph 4.2, *Tax Adjustment*, the percentage of Government occupancy is established as 4.96% (11,014 RSF/ 222,000 RSF).
12. In accordance with SFO paragraph 4.3, *Operating Costs*, the escalation base is established as \$60,586.74 per annum (\$6.2172129 / USF). The base year shall be 2010. Escalation shall occur on the anniversary date of the lease pursuant to the SFO.
13. In accordance with SFO paragraph 4.4, *Adjustment for Vacant Premises*, the adjustment is established as \$1.50/USF for vacant space (rental reduction).
14. In accordance with SFO Paragraph 4.6, *Overtime Usage*, the rate for overtime usage is established as \$50.00 per hour beyond the normal hours of operation of 8:00 AM to 6:00 PM. Areas requiring 24/7 HVAC will be provided at no additional cost to the Government.
15. In accordance with SFO paragraph 5.13, *Floor Plans After Occupancy*, the Lessor shall provide 1 copy of CAD as built drawings on CD-ROM to the contracting officer within 30 calendar days of completion of construction.
16. 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 Leased space after termination of the Lease contract and will become property of the Lessor.
17. 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."
18. The Lessor shall not enter into negotiations concerning the space Leased or to be Leased with representatives of federal agencies other than the officers or employees of the U.S. General Services Administration or personnel authorized by the Contracting Officer.

19. Within 5 days of Lease occupancy, the Lessor shall provide the tenant agency representative (with a copy forwarded to the GSA Government Representative), on site, a copy of the name and phone number of maintenance personnel in order to immediately remedy any cleaning, maintenance, janitorial, etc.
20. 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.
21. The following exceptions/changes to the SFO are made hereto:

Section 1.1B – The designated parking spaces are existing and acceptable to the Tenant. Upon vacating their space, seven (7) of the (9) nine required spaces will be surrendered.

Section 1.1.D – The spaces are existing, this clause shall not apply.

Section 1.5 – Lessee's use of common areas in the building shall not interfere with normal building operations.

Section 1.11 – This building is over twenty five years old and is not considered "new". It is considered a modern first class office building and as such no modernization is planned.

Section 1.12 Building Shell Requirements

1. There are no tenant improvements proposed or planned.
2. The building currently has full access in compliance with ADA.
3. Acoustical Ceilings are existing and acceptable to the Tenant.
4. All doors to the building, to the tenant spaces and within the tenant spaces are existing and acceptable to the Tenant.
5. All partitions are existing and are either painted or covered with Vinyl Wall Covering. These partitions are acceptable to the Tenant. Landlord agrees to repair or replace worn vinyl wall covering if deemed necessary.
6. All flooring is existing and are acceptable to the Tenant. Landlord agrees to replace or repair any existing flooring if deemed necessary.
7. All plumbing is existing and acceptable to the tenant.
8. The HVAC systems are existing and fully functional. The air flow provided by the system is acceptable to the tenant. Landlord agrees to provide continual service throughout the term of the lease.
9. The electrical system in the building and available to the tenant is 120/208V 3 phase.
10. The tenant spaces are existing and provided with an acceptable number and type of lighting fixtures.
11. All safety and environmental management systems meet local codes and are existing and accepted by the Tenant.
12. Telephone Rooms are existing and acceptable to the Tenant.
13. Demolition – no demolition work is planned.

Section 3.2.2.j – There are no tenant improvements planned and as such there are no fees anticipated by the Landlord or the Tenant for TI work.

Section 3.2.4 – There are no improvements planned and unit prices are not needed.

Section 3.3.7 & 8 – Existing floor plans for the tenant occupied spaces reflect current tenant spaces and are acceptable to the Tenant. Agencies are familiar with the area amenities and services.

Section 3.7 – Green Lease Submittals are not required. The Tenant Spaces are existing and no improvements are planned.

Section 4.2 – The building and property are subject to tax abatement which expires in 2011. Tax adjustments shall commence with the beginning of 2012 calendar year.

Section 5.1, 5.3, 5.4, 5.5, 5.6, 5.7, 5.8 – There are no tenant improvements planned as part of this succeeding lease and these clauses do not apply until such time as alterations are required.

Section 6.1 through 6.13 – The building and the tenant spaces are existing and all existing construction is acceptable to the Tenant. These provisions shall apply to any new construction or alterations only.

Section 7.1 through 7.15 - The building and the tenant spaces are existing and all finishes in the existing construction is acceptable to the Tenant. These provisions shall apply to any new construction or alterations only.

Section 8.1 – Mechanical, Electrical Plumbing – The building MEP systems are existing and fully operational. There is no TI work planned and the systems are acceptable as they exist.

Section 8.2 – The building systems as they exist satisfy the requirements of this lease. Landlord agrees to provide continual service throughout the term of the lease.

Section 8.3:

- A. The building currently does not meet the Energy Star Benchmark Score of 75. The Offeror is undergoing a survey at this time to see if this building can be changed to meet the requirements of the Energy Policy Act of 2005 within feasible cost numbers. The Lease Proposal assumes that the building cannot comply with Energy Star Benchmark Score of 75.
- B. This proposal assumes that there will not be an ESPC.
- C. Incandescent bulbs do exist in the building in a few areas. There are no incandescent bulbs in the tenant spaces.
- D. The local utility currently purchases up to 10% of its energy from renewable sources. However, that is not assured due to transmission issues.
- E. No documentation of renewable energy purchasing is available.

Section 8.4 - The building and these tenant spaces are all existing. The insulation materials are all existing and it is not possible to confirm what materials exist and their composition, source or required properties. Any new work will comply with this section.

Section 8.6 – Toilet Rooms – The toilet rooms are common men's and women's toilets on each floor. They meet the requirements except as follows:

- There is no shelf above the lavatories;
- There are no disposable toilet seat cover dispensers;
- There are no open counter areas adjacent to the lavatories. The lavatories are in existing counters.

Section 8.8.A

1. The existing building system is existing and this is a 22 story multi tenant building which requires that the systems be operational at all times.
2. This system requires that it be able to heat and cool at the same time.
3. NA

Section 8.9 – The building HVAC system is existing and the ventilation component of the system is acceptable to the Tenant. Landlord agrees to provide continual service throughout the term of the lease.

Section 8.11.B – The tenant space is existing and all electrical, data and telephone outlets are existing and acceptable.

Section 8.13 – The building shell as well as the Tenant spaces telephone and data systems are existing and are acceptable to the Tenants.

Section 8.14 – Data Distribution is existing and acceptable to the Tenant.

Section 8.19 – The building and tenant spaces all are existing and the lighting systems that exist and are acceptable to the Tenant. Any sensors or controls for these lighting systems can be added later if desired. However, all lighting level requirements are not waived by the Government and will apply throughout the life of the lease.

Section 9.6 – Indoor Air Quality – The existing building mechanical systems do not have the ability to monitor or control the carbon monoxide, carbon dioxide or formaldehyde. To our knowledge there are no sources of excess gases exceeding the GSA requirements.

Section 9.7 – does not apply as the tenant spaces are above the second floor.

Section 10.1 – The Tenant spaces are exiting and no additional security measures are planned.

Section 10.14 – The existing window systems in the Tenant spaces are not Shatter Resistant and do not comply with the glazing performance condition of "3B" for high protection in a low hazard condition.

Section 10.15 – Lease Security Standards – Existing and Temporary – Lessor will provide the same level of security for the building which is already in existence on the effective date of the lease. Any addition security required or requested by the Tenant – permanent or temporary – whether for the tenant spaces or for the building as a whole, shall be subject to approval in advance by the Lessor, and shall not be unreasonably withheld. Additional security shall be such that it does not interfere with the public nature of the building; and any additional security installations, equipment or services shall be at the Tenant's expense.

- 22. The Lessor understands and accepts the current operations of the tenant agencies and will not demand any changes to those operations pursuant to any of the preceding SFO exceptions.

INITIALS:  LESSOR & 88 GOVT