

U.S. GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE 8.19.10 LEASE NO. GS-06P-90127

THIS LEASE, made and entered into this date by and between **The Risdal Enterprises, LP**

whose address is 3331 E. Montclair Street, Suite L
Springfield, MO 65804-4766

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:

A total of 15,000 rentable square feet (RSF) of office and related space, which yields 14,208 ANSI/BOMA Office Area square feet (USF) of space at Primrose Office Park, 2143 E. Primrose Street, Building C, Springfield, Missouri 65804-4589, 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 seventy-five (75) surface parking spaces for the exclusive use of Government employees and patrons. In addition, two (2) on-site reserved surface parking spaces at no additional cost shall be provided for Government use.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for a period of ten (10) years with a firm term of five (5) years. The Government occupancy shall begin on or about May 1, 2011. The actual lease term period shall be determined by the Government and established with a Supplemental Lease Agreement (SLA) upon acceptance as substantially complete. Lease term is subject to termination rights as hereinafter set forth.

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
Years 1 - 5	\$236,948.78	\$65,100.00	\$126,351.22	\$428,400.00	\$30.152027
Years 6 - 10	\$236,948.78	\$65,100.00	\$0.00	\$302,048.78	\$21.259064

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

(See attached pages 2, 3 and Exhibits A and B)

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

LESSOR **The Risdal Enterprises, LP**

SIGNATURE: [Redacted] NAME OF SIGNER: Jon M Risdal

ADDRESS: 3331 E. Montclair Suite L Springfield, Mo 65804

IN THE PRESENCE OF: [Redacted] NAME OF SIGNER: Kenneth A. Schwab

UNITED STATES OF AMERICA

SIGNATURE: [Redacted] NAME OF SIGNER: Shellie Starr

OFFICIAL TITLE OF SIGNER: Lease Contracting Officer

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

**THE RISDAL ENTERPRISES, LP
3331 E. MONTCLAIR STREET, SUITE L
SPRINGFIELD, MO 65804-4786**

4. The Government may terminate this lease at any time, in whole or in part, after the 5th year 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:
 - A. Those facilities, services, supplies, utilities, and maintenance in accordance with SFO 9MO2206, dated January 5, 2010.
 - B. Seventy-five (75) on-site surface parking spaces and two (2) on-site reserved surface parking spaces.
 - C. Build out in accordance with standards set forth in SFO 9MO2206, the Government's design intent drawings, and approved construction drawings. Government space plans shall be developed subsequent to award. All tenant alterations to be completed within the scheduled timeframes stated in SFO 9MO2206. Lease term will commence on date of occupancy. The Lessor hereby waives restoration.
 - D. Deviations to the approved design intent and construction 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 9MO2206. (103 pages)
 - B. Amendment No. 1 to 9MO2206 dated March 26, 2010 (1 page)
 - C. Amendment No. 2 to 9MO2206 dated April 19, 2010 (1 page)
 - D. GSA Form 3517B entitled GENERAL CLAUSES (Rev. [11/05]) (33 pages)
 - E. GSA Form 3518 entitled REPRESENTATIONS AND CERTIFICATIONS (Rev. [1/07]) (7 pages)
 - F. Exhibit A – Base Plan (1 page)
 - G. Exhibit B – Legal Description (1 page)
7. In accordance with SFO paragraph 3.2, entitled *Tenant Improvements Included in Offer*, Tenant Improvements in the total amount of \$538,137.00 shall be amortized through the rent for a period of 60 months at the rate of 6.5%. The total annual cost of tenant improvements during the amortization period is \$126,351.22.
8. In accordance with SFO paragraph 4.1, entitled *Measurement of Space*, the common area factor is established as 1.055743 (15,000 RSF/14,208 USF).
9. In accordance with SFO paragraph 4.2, entitled *Tax Adjustment*, this lease is subject to real estate tax adjustment. The percentage of occupancy is established as 62.5% (15,000 RSF / Total Building RSF of 24,000). The base year for tax adjustment purposes will be established with a subsequent Supplemental Lease Agreement.
10. In accordance with SFO paragraph 4.3, entitled *Operating Costs*, the lease is subject to operating cost escalation. The escalation base is established as \$4.581926/USF. The base year for operating cost adjustments will be established with a subsequent Supplemental Lease Agreement.
11. In accordance with SFO paragraph 4.4, 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 firm term of the lease, the rental rate for the vacated portion of the space will be reduced by \$1.50 per ANSI/BOMA Office Area square foot (as adjusted per paragraph 10 above). 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.
12. In accordance with SFO paragraph 4.6, entitled *Overtime Usage*, the rate for overtime HVAC usage is established as \$25.00 per hour. Overtime may be charged for hours outside the normal operating hours of 6:30 AM – 6:00 PM (excluding Saturdays, Sundays, and federal holidays). This rate does not apply to areas requiring 24-hour HVAC service, which are addressed in paragraph 13

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13. The Overtime Usage rate specified in paragraph 12 shall not apply to any portion of the Premises that is required to have 24 hour-HVAC as specified by the Lease. Charges for heating and cooling these areas during normal operating hours have been included in the operating rent. Overtime heating and cooling of these areas will be provided a rate of \$0.30 per 100 USF per overtime hour. 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. The actual annual amount of this charge will be established with a Supplemental Lease Agreement once the room size is determined.

14. The total square footage referred to in paragraph 1, Standard Form 2, is the total amount of space under lease by the Government. If the actual amount of space exceeds 14,208 ANSI/BOMA square feet, there will be no additional cost to the Government. If the actual amount of space is less than 14,208 ANSI/BOMA square feet, the rent will be decreased accordingly.

15. In accordance with SFO paragraph 2.6, entitled "Broker Commission and Commission Credit," Studley, Inc. ("Studley") is the authorized real estate broker representing GSA in connection with this lease transaction. The Lessor and Studley have agreed to a cooperating lease commission ("Commission"). The total amount of the Commission is [REDACTED] (\$428,400.00 Annual Rent x 5 years firm term x [REDACTED] Commission Rate). 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. In accordance with the Commission Credit described in paragraph 2.6, [REDACTED], which is [REDACTED] of the Commission, will be payable to Studley when the Lease is awarded. The remaining [REDACTED], which is [REDACTED] of the Commission ("Commission Credit"), shall be credited to the Government as follows:

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 throughout the second month of the lease term as indicated in the following schedule of adjusted Monthly Rent:

Month 1: First month payment of \$35,700.00 minus prorated Commission Credit of [REDACTED] equals [REDACTED] **adjusted First Month's Rent.**

Month 2: Second month payment of \$35,700.00 minus prorated Commission Credit of [REDACTED] equals [REDACTED] **adjusted Second Month's Rent.**

16. The Lessor agrees to configure the Fire Alarm System to automatically notify the local fire department or UL central station service. This modification is included as part of the shell build out.

17. All questions pertaining to this Lease shall be referred to the Contracting Officer of General Services Administration (GSA) 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.

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