

**LEASE NO. GS-06P-  
LMO41044**

Simplified Lease  
GSA FORM L201A (September 2014)

Project Number 4MO0223

This Lease is made and entered into between

**Lessor's Full Legal Name (exactly as registered in the System for Award Management (SAM))**

Modern Land Company, LLC

(Lessor), whose principal place of business address is 3225-A Emerald Lane Jefferson City, Missouri 65109-6670

and whose interest in the Property described herein is that of Fee Owner, and

The United States of America

(Government), acting by and through the designated representative of the General Services Administration (GSA), upon the terms and conditions set forth herein.

Witnesseth: The parties hereto, for the consideration hereinafter mentioned, covenant and agree as follows:

Lessor hereby leases to the Government the Premises described herein, being all or a portion of the Property located at

3220 West Edgewood Drive, Jefferson City, Missouri 65109-6867

and more fully described in Section 1 and Exhibit A, together with rights to the use of parking and other areas as set forth herein, to be used for such purposes as determined by GSA.

**LEASE TERM**

To Have and To Hold the said Premises with its appurtenances for the term beginning January 9, 2016 and continuing through January 8, 2026, subject to termination and renewal rights as may be hereinafter set forth.

In Witness Whereof, the parties to this Lease evidence their agreement to all terms and conditions set forth herein by their signatures below, to be effective as of the date of delivery of the fully executed Lease to the Lessor.

[Redacted Signature]

Name: Patrick H. Gibbs, Jr.

Title: Authorized Member

Entity Name: Modern Land Company LLC

Date: 9/29/15

[Redacted Signature]

Name: Brian K. Dunlay

Title: Lease Contracting Officer

General Services Administration, Public Buildings Service

Date: 10/4/2015

[Redacted Signature]

Title: Office Manager

Date: 9-29-2015

The information collection requirements contained in this Solicitation/Contract, that are not required by the regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

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INITIALS: [Signature] & [Signature]  
LESSOR GOV'T

GSA FORM L201A (09/14)

**SECTION 1 THE PREMISES, RENT, AND OTHER TERMS**

**1.01 THE PREMISES (SIMPLIFIED) (SEP 2013)**

The Premises are as 6,440 Rentable Square Feet of Space Yielding 5,800 BOMA Office Areas Square Feet of Space located on the 1<sup>st</sup> floor(s) and known as Suite H of the Building, as depicted on the floor plan(s) attached hereto as Exhibit A. Regardless of the actual square footage measured, the Government shall not pay for more than 5,800 BOMA Office Area Square Feet or 6,440 Rentable Square Feet.

**1.02 EXPRESS APPURTENANT RIGHTS (SIMPLIFIED) (JUN 2012)**

The Government shall have the non-exclusive right to the use of Appurtenant Areas, and shall have the right to post Rules and Regulations Governing Conduct on Federal Property, Title 41, CFR, Part 102-74, Subpart C, within such areas. The Government will coordinate with Lessor to ensure signage is consistent with Lessor's standards. Appurtenant to the Premises and included in the Lease are rights to 16 reserved designated on-site surface parking spaces for the Government. In addition, 3 designated ADA on-site surface parking spaces shall be provided with a fully accessible route to the office as part of the rental consideration at no cost to the Government. In addition to the 19 designated on-site parking spaces, a minimum of 19 on-site surface parking spaces shall be available for [REDACTED] employees and its visitors at all times at no cost to the Government. The total amount of parking spaces to be provided to the Government is 38. The Government shall have rights to ingress and egress at all times.

**1.03 RENTAL CONSIDERATION FOR SIMPLIFIED LEASES (SEP 2013)**

|                          | TERM YEARS 1-10 |                    |
|--------------------------|-----------------|--------------------|
|                          | ANNUAL RENT     | ANNUAL RATE/RSF    |
| SHELL RENT               | \$9.00          | \$57,960.00        |
| OPERATING COSTS          | \$3.00          | \$19,320.00        |
| <b>TOTAL ANNUAL RENT</b> | <b>\$12.00</b>  | <b>\$77,280.00</b> |

In consideration for the Lease, the grant of all associated rights, express or implied, and the performance or satisfaction of all of the Lessor's other obligations set forth herein, the Government shall pay the Lessor annual rent to be computed using the rental rate(s) specified above, taken from GSA Form 1364A. Payment shall be made monthly in arrears. Rent for a lesser period shall be prorated. Rent shall be paid by Electronic Funds Transfer to an account to be designated by Lessor. Rent shall be inclusive of all costs incurred by the Lessor for the construction of Building shell and Tenant Improvements (TIs) specified in the Lease, including a **tenant improvement allowance of \$0/ANSI BOMA Office Area Square foot** and for the existing location, all taxes of any kind, and all operating costs. Rights to parking areas will be deemed included in the rent.

Should the lease be awarded at the existing location and space, unless otherwise noted, the Government accepts the existing Leased premises and tenant improvements. However, all of the existing shell and tenant improvements that have been provided by the Lessor shall be properly functioning during the term of the Lease so as to provide the Government's access to, occupancy, possession, use and enjoyment of the premises as provided in this Lease. Any of the newly provided tenant improvement allowance that is unused by the Government shall be returned to the Government in the form of rent reduction in Tenant Improvement Rent. The actual costs expended shall be the actual cost paid to the contractor/vendors to provide and install the tenant improvements. No Fees shall be provided to the Lessor for overseeing the work.

This document also explains other services, operations and maintenance requirements that shall be met during the term of the lease.

Lessor is required maintain the space as follows: Except in case of damage arising out of the willful act or negligence of a Government employee and unless otherwise stated in the Lease, the Lessor shall maintain the premises, including the building, building systems, and all equipment, fixtures, and appurtenances furnished by the Lessor under this lease, in good repair and condition so that they are suitable in appearance and capable of supplying such heat, air conditioning, light, ventilation, safety systems, access and other things to the premises, without reasonably preventable or recurring disruption, as is required for the Government's access to, occupancy, possession, use and enjoyment of the premises as provided in this lease. For the purpose of so maintaining the premises, the Lessor may at reasonable times enter the premises with the approval of the authorized Government representative in charge.

**1.04 TERMINATION RIGHTS (SIMPLIFIED) (JUN 2012)**

The Government may terminate this Lease, in whole or in part, on or after January 8, 2021 of this Lease by providing not less than 90 days' prior written notice to the Lessor. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination.

**1.05 DOCUMENTS INCORPORATED IN THE LEASE (SIMPLIFIED) (SEP 2013)**

The following documents are as attached to and made part of the Lease:

| DOCUMENT NAME                                       | NO. OF PAGES | EXHIBIT |
|---|--------------|---------|
| Security Requirements                               | 8            |         |
| Representations and Certifications (GSA Form 3518A) | 9            |         |
| Floor Plan Delineating the Premises                 | 1            | A       |

**1.06 OPERATING COST BASE (SEP 2013)**

The parties agree, for the purpose of applying the paragraph titled "Operating Costs Adjustment," that the Lessor's base rate for operating costs shall be \$3.00 per RSF (\$19,320.00/annum).

**1.07 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT (SIMPLIFIED) (SEP 2013)**

As of the Lease Award Date, the Government's Percentage of Occupancy, as defined in the "Real Estate Tax Adjustment" paragraph of this Lease, is 10.20 percent.