

U.S. GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE DEC 06 2011 LEASE NO. GS-06P-01044

THIS LEASE, made and entered into this date by and between **Diversified Development & Construction, L.L.C.**

whose address is 75 West Meath Ring
St. Charles, MO 63304-0595

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:

33,871 rentable square feet, which yields 29,371 ANSI/BOMA Office Area square feet of existing space at the Newstead Facility located at 645 S. Newstead, St. Louis, MO 63110-1116 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 forty-five (45) surface parking spaces for the exclusive use of the Government.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term of twenty (20) years, with a firm term of ten (10) years, 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 one hundred-eighty (180) working days subsequent to the Government's issuance of the notice to proceed for the tenant improvements.

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

Effective on the day the space is accepted by the government rent shall follow for 33,871 rentable square feet, 29,371 ANSI/BOMA:

Dates	Shell	Base Cost of Services	Amortized Tenant Improvement Allowance	Amortized Building Specific Security	Rate Per RSF	Annual Rent	Monthly Rent Payable in Arrears
Years 1-10	\$761,758.79	\$466,367.00	\$441,321.94	\$2,529.67	\$49.3630953	\$1,671,977.40	\$139,331.45
Years 11-20	\$888,775.04	\$466,367.00	\$0.00	\$0.00	\$40.0089174	\$1,355,142.04	\$112,928.50

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 shall be made payable to:

Diversified Development & Construction, L.L.C.
75 West Meath Ring
St. Charles, MO 63304-0595

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

LESSOR: **Diversified Development & Construction, L.L.C.**

[Redacted Signature] NAME OF SIGNER
E.T. STECK

UNITED STATES OF AMERICA

SIGN [Redacted Signature] NAME OF SIGNER
Valeria H. Waldmeier
OFFICIAL TITLE OF SIGNER
Lease Contracting Officer

4. The Government may terminate this Lease in whole or in part at any time after the tenth (10th) year by giving at least one-hundred twenty (120) 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. This lease has no renewal options.
6. 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 0MO2049 dated November 16th, 2010.
 - B. Build out in accordance with standards set forth in SFO 0MO2049 dated November 16, 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.
7. The following are attached and made a part hereof:
 - A. Solicitation for Offers 0MO2049 dated November 16, 2010 (55 pages)
 - B. Amendment 1 dated June 7, 2011 to SFO 0MO2049 (6 pages)
 - C. Amendment 2 dated July 6, 2011 to SFO 0MO2049 (1 page)
 - D. Amendment 3 dated September 2, 2011 to SFO 0MO2049 (2 pages)
 - E. SFO Program of Requirements (692 pages)
 - F. GSA Form 3517 entitled GENERAL CLAUSES (Rev. 11/05) (33 pages)
 - G. GSA Form 3518 entitled REPRESENTATIONS AND CERTIFICATIONS (Rev. 1/07) (7 pages)
 - H. Exhibit A – Base Plan (2 pages)
 - I. Exhibit B – Legal Description (1 page)
8. Rent includes a Tenant Improvement Allowance of \$3,275,453.92 to be amortized through the rent for the ten (10) year term at the rate of 6.25%. In accordance with SFO paragraph 3.3, *Tenant Improvements Rental Adjustment*, the actual cost of Tenant Improvements shall be reconciled and rent adjusted accordingly.
9. Rent includes a Building Specific Security Allowance of \$18,775.00 to be amortized through the rent for the ten (10) year term at the rate of 6.25%.
10. In accordance with SFO paragraph 4.1, *Measurement of Space*, the common area factor is established as 1.153212352 (33,871 RSF / 29,371 USF).
11. In accordance with SFO paragraph 4.2, *Tax Adjustment*, the Percentage of Government Occupancy is established as 55.0% (33,871 RSF/61,405 Building SF).
12. In accordance with SFO paragraph 4.3, *Operating Costs*, the Escalation Base is established as \$466,367.00/Annum (\$15.878485 ANSI/BOMA - \$13.768917/RSF).
13. In accordance with SFO paragraph 4.4, *Adjustment for Vacant Premises*, the adjustment is established as \$3.15/ANSI/BOMA for vacant space (rental reduction).
14. In accordance with SFO Paragraph 4.6, *Overtime Usage*, the rate for overtime usage is established as \$2.50 per hour beyond the normal hours of operation of 8:00 AM to 6:00 PM, Monday through Friday. Areas requiring 24/7 HVAC will be separately metered.
15. Fees applicable to Tenant Improvements shall not exceed:
 - General Conditions – 7%
 - General Contractor – 5%
 - Architectural/Engineering – 10.8%
 - Lessor Project Management Fee – 3.5%
16. In accordance with SFO paragraph 5.14, *Floor Plans After Occupancy*, the Lessor shall provide two (2) copies of CAD as built drawings on CD-ROM to the contracting officer within thirty (30) calendar days of completion of construction.

INITIALS:


 LESSOR

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 GOVT

- 17. 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. This includes 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.
- 18. In accordance with Paragraph 2.4 (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 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 2.5, only [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 less estimated annual taxes (\$761,758.79 - \$109,000.00 / 12 months = \$54,396.57 per month) due and owing shall be reduced to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first full month of the rental payments and continue throughout the sixth month of the lease term as indicated in the following schedule of adjusted Monthly Rent:

Month 1:	\$139,331.45 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's Rent
Month 2:	\$139,331.45 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Second Month's Rent
Month 3:	\$139,331.45 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Third Month's Rent
Month 4:	\$139,331.45 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Fourth Month's Rent
Month 5:	\$139,331.45 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Fifth Month's Rent
Month 6:	\$139,331.45 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Sixth Month's Rent
Month 7:	\$139,331.45 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Seventh Month's Rent

- 19. 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."
- 20. 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.
- 21. Within five (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.
- 22. 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 *[Signature]* & *[Signature]*
LESSOR GOVT.