

U.S. GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE November 18, 2009 LEASE NO. GS-06P-80057

THIS LEASE, made and entered into this date by and between **U.S. Bank National Association**

whose address is **777 E. Wisconsin Avenue
Milwaukee, WI 53202-5399**

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 1,760 rentable square feet (RSF) of office and related space, which yields 1,600 ANSI/BOMA Office Area square feet (USF) of space on the fourth floor at 402 South Main Street, Joplin, Missouri (as described in Exhibit A, attached hereto), 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, reserved parking spaces for exclusive use of the Government.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for a firm term of ten (10) years. The Government occupancy shall begin on or about July 1, 2010. The actual lease term period shall be determined by the Government and established with a Supplemental Lease Agreement (SLA) upon occupancy.

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
7/1/10 – 6/30/20	\$38,349.48	\$5,875.00	\$6,903.52	\$51,128.00	\$31.955000

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

Rental is subject to a physical mutual measurement and will be based on the rate, per ANSI/BOMA Office Area square feet (USF) as noted above, and the actual USF. The lease contract and amount of rent will be adjusted accordingly, but shall not exceed the maximum USF requested in Solicitation for Offers (SFO) Paragraph 1.1, Amount and Type of Space.

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



(See attached Page 2 and Exhibit A)

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

LESSOR **U.S. Bank National Association**

SIGNATURE [Redacted] NAME OF SIGNER Steven Boemer

ADDRESS [Redacted]

IN WITNESS WHEREOF, I have hereunto subscribed my name as of the date first above written.

[Redacted] NAME OF SIGNER Jo Grizzle

UNITED STATES OF AMERICA

SIGNATURE [Redacted] NAME OF SIGNER Shelli Starr Sheri DeMartino

OFFICIAL TITLE OF SIGNER Contracting Officer

4. 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. RMO2117 dated May 12, 2008, and any Amendments thereto.
 - B. Build out of tenant improvements with standards set forth in SFO No. RMO2117 dated May 12, 2008, and the Government approved Design Intent Drawings. Government space plans shall be developed subsequent to award. 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.

5. The following are attached and made a part hereof:
 - A. Solicitation for Offers No. RMO2117 dated May 12, 2008 and Amendments #1 and #2
 - B. GSA Form 3517A entitled GENERAL CLAUSES (Rev. 11/05) (2 pages)
 - C. GSA Form 3518A entitled REPRESENTATIONS AND CERTIFICATIONS (Rev. 1/07) (4 pages)
 - D. Exhibit A, Floor Plan (1 page)

- ~~6. The following changes were made in this lease prior to its execution:~~

~~Paragraph 6 was deleted in its entirety.~~ SD

7. In accordance with the SFO paragraph entitled Tenant Improvement Rental Adjustment, tenant improvements in the total amount of \$46,400.00 (1,600 USF x \$29.00) shall be amortized through the rent for 120 months at the rate of 8.5%. The total annual cost of tenant improvements for the amortization period shall be \$6,903.53.

8. In accordance with the SFO paragraph entitled *Percentage of Occupancy*, the percentage of Government occupancy is established as 2.181890%.

9. In accordance with the SFO paragraph entitled *Operating Costs Base*, the escalation base is established as \$3.338068/RSF (\$5,875.00/annum). The base year for operating costs is hereby established as July 1, 2010.

10. In accordance with the SFO paragraph entitled *Common Area Factor*, the common area factor is established as 1.10 (1,760 RSF/1,600 USF).

11. All rights, responsibilities, and obligations that bind the Lessor and Government under this Lease, including the General Clauses, and any other attachments hereto, shall pertain to the entire space under lease, including the free space.

Lease No. GS-06P-80057

INITIALS: SD & SD
LESSOR & GOVT