

U.S. GOVERNMENT  
LEASE FOR REAL PROPERTY

DATE OF LEASE

7/30/2010

LEASE NO.

GS-06P-01068

THIS LEASE, made and entered into this date by and between

MARK ONE ELECTRIC

Privitera Realty Holding LLC

AUG 20 2010

whose address is 909 Troost  
Kansas City, Missouri 64106-3048

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 consideration hereinafter mentioned, covenant and agree as follows:

1. The Lessor hereby leases to the Government the following described premises:

A total of approximately 40,151 rentable square feet (RSF) of office and related space consisting of the entire second floor, which yields 36,300 ANSI/BOMA Office Area square feet of space together with 250 on-site surface parking spaces located at 7600 West 119<sup>th</sup> Street, Overland Park, Kansas 66213-1106 to be used for such purposes as determined by the General Services Administration.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on May 1, 2011 through April 30, 2021, subject to termination rights as may be hereinafter set forth.

3. The Government shall pay the Lessor annual rent of \$ SEE PARAGRAPH 9 ON SHEET 2A  
At the rate of \$ \_\_\_\_\_ per \_\_\_\_\_ in arrears. Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

4. The Government may terminate this lease at any time in whole or in part on or after April 30, 2016 by giving at least 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. ~~This lease may be renewed at the option of the Government, for the following terms and at the following rentals:~~

**THIS PARAGRAPH IS DELETED IN ITS ENTIRETY**

~~provided notice be given in writing to the Lessor at least \_\_\_\_\_ days before the end of the original lease term or any renewal term; all other terms and conditions of this lease shall remain the same during any renewal term. Said notice shall be computed commencing with the day after the date of mailing.~~

INITIALS:

ARH & SAO  
Lessor Government

6. The Lessor shall furnish to the Government, as part of the rental consideration, the following:

All requirements set forth in this Lease including, but not limited to, all building services, supplies, utilities and equipment; heating and air-conditioning; electricity; hot and cold water; window washing; sewer services; elevator service; chilled drinking water; toilet supplies; janitorial services and supplies; initial and replacement lamps, tubes, starters, fuses and ballasts; and any and all other requirements, services, supplies, utilities and equipment, as more specifically set forth in this Lease.

7. The following are attached and made a part hereof:

~~The General Provisions and Instructions~~

Sheets 2A through 2B, Paragraphs 9-28; the Solicitation for Offers (SFO) 9MO2281, pages 1-58; Amendment 1, pages 1-5; GSA Form 3517B, General Clauses, pages 1-33; GSA Form 3518, Representations and Certifications, pages 1-7.

8. The following changes were made in this lease prior to its execution:

The words "The General Provisions and Instructions" were deleted in Paragraph 7 above. Paragraph 3 was deleted in its entirety and replaced with Paragraph 9. Paragraph 5 was deleted in its entirety. Paragraphs 9 through 28 have been added.

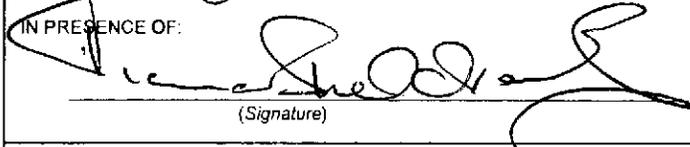
IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR **Privitera Realty Holding LLC**

BY   
(Signature)

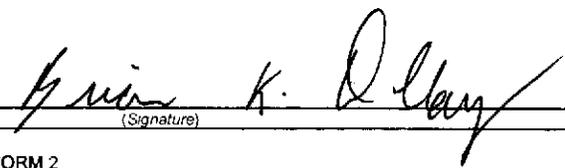
\_\_\_\_\_  
(Signature)

IN PRESENCE OF:

  
(Signature)

909 TRUST KANSAS CITY MO 64106.  
(Address)

UNITED STATES OF AMERICA GENERAL SERVICES ADMINISTRATION, PUBLIC BUILDINGS SERVICE  
Real Estate Acquisition Division  
West Leasing Services Branch

BY   
(Signature)

\_\_\_\_\_  
Lease Contracting Officer  
(Official title)

9. The Government shall pay the Lessor annual rent in accordance with the following schedule:

Year	Shell	Operating	TI	Total Annual Rent	Rate per ABOA SF	Rate per RSF	Monthly Rent
1-10	\$429,719.40	\$154,638.00	\$133,656.60	\$718,014.00	\$19.78	\$17.882842	\$59,834.50

Rent is paid monthly in arrears. Rent for a lesser period shall be prorated. Rent checks shall be payable to:

Privitera Realty Holding LLC  
909 Troost  
Kansas City, Missouri 64106-3048

10. The Government is leasing the entire second floor. At no time shall the Government pay for no more than 36,300 BOMA Office Area square feet of space regardless if the amount of space delivered is greater than 36,300 BOMA Office Area square feet. All requirements for the entire second floor space shall be provided as listed in the lease agreement and are provided as part of the rental listed in paragraph 9 above.

11. The base rate for operating cost escalation will be \$4.26 per BOMA Office Area square foot per annum based on 36,300 BOMA Office Area square feet (\$154,638 Total). At no time will this operating cost total be greater than \$154,638 regardless if the amount of space delivered is greater than 36,300 BOMA Office Area square feet. The operating cost base rate will be used for the purposes of computing rental adjustments in accordance with Paragraph 4.3 (Operating Costs) of the solicitation.

12. Real estate taxes are included in the shell rate.

13. In accordance with paragraph 4.2 (tax adjustment), of the SFO the percentage of Government occupancy is 42.62 percent.

14. In accordance with paragraph 4.5 (Normal Hours) of the SFO, Services, utilities, and maintenance shall be provided daily, extending 8:00 a.m. to 10:30 p.m. except Saturdays, Sundays, and federal holidays. In addition, air conditioning for an MDF and possibly up to two IDF rooms shall be provided 24 hours per day, 365 days a year.

15. In accordance with paragraph 4.6.B. (Overtime Usage) of the SFO, if heating or cooling is required on an overtime basis, such services will be ordered orally or in writing by the Contracting Officer or the GSA Buildings Manager, or a designated Tenant Agency official. When ordered, services shall be provided at the hourly rate of \$15 per hour for the entire space (Note: MDF and IDF rooms are considered Normal Hours) which shall include all the Lessor's administrative costs.

16. Paragraph 4.2.B.7 of the SFO states the "Real Estate Tax Base" is the Unadjusted Real Estate Taxes for the first full Tax Year following the commencement of the Lease term. If the Real Estate Taxes for that Tax Year are not based upon a Full Assessment of the Property, then the Real Estate Tax Base shall be the Unadjusted Real Estate Taxes for the Property for the first full Tax Year for which the Real Estate Taxes are based upon a Full Assessment. Such first full Tax Year may be hereinafter referred to as the "Tax Base Year."

17. In accordance with Paragraph 5.3.A. of the SFO, after award of the lease contract to the successful offeror, the Lessor will provide Design Intent Drawings (DIDs) to the Government. Based on the DIDs, the Lessor must then provide the Contracting Officer with the construction documents for review and comment. A detailed cost proposal based on Government reviewed construction documents shall be submitted with within 14 days of Government review. The detailed cost proposal shall follow the CSI format. A minimum of three (3) qualified contractors must be invited to participate in the competitive proposal process. Each participant must compete independently in the process. The detailed cost proposal shall follow the CSI format that was attached to original SFO Number 9MO2181 and is incorporated herein by reference.

18. The general contractor fee for Tenant Improvement work is 10%.

19. The Lessor shall provide the labor, material and supervision necessary to maintain the structure, roof, walls, windows, doors and any other necessary building appurtenances to provide watertight integrity, structural soundness and acceptable appearance.

INITIALS: ALP & MAC  
Lessor Government

SHEET 2A  
Lease No. GS-06P-01068

20. The Lessor shall furnish all labor, material and supervision necessary to maintain all mechanical and electrical equipment and systems in a satisfactory condition, to provide reliable service, and to correct disturbing noises or exposure to fire or safety hazard. All local and national code requirements shall be displayed on all boilers, unfired pressure vessels, or any other items for which a certificate is required.

21. All alterations and modifications shall be performed by skilled contractors, in accordance with acceptable standards of good workmanship.

22. The common area factor for the building is approximately 1.106088154.

23. The tenant improvement amortization rate is 0% annually.

24. The total amount of tenant improvement allowance is \$1,336,566 (\$36.82/usf x 36,300 usf).

25. The annual payment for tenant improvements is calculated as follows: \$1,336,566 divided by 10 equals \$133,656.60 per year.

26. In accordance with Paragraph 2.4 (Broker Commission and Commission Credit), Jones Lang LaSalle, is the authorized real estate broker representing GSA in connection with this lease transaction. The Lessor and Jones Lang LaSalle have agreed to a cooperating lease commission of [REDACTED] of the firm term value of this lease ("Commission"), of which one-half (1/2) will go to Jones Lang LaSalle and one-half (1/2) to the owner's broker representative. The total amount of the Commission is [REDACTED]. Due to the Commission Credit described in Paragraph 2.4 of the SFO, it is the agreement between Jones Lang LaSalle, the Lessor and the Government that [REDACTED] or [REDACTED] of total commissions will be applied to the shell rent as a rent credit. The remaining [REDACTED] of the Commission, or [REDACTED] shall be paid to Jones Lang LaSalle and the owners broker's representative. 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 Tenant's occupancy of the premises leased. The remainder of the Commission which is [REDACTED] is [REDACTED] of the Commission ("Commission Credit"), shall be credited to the shell rental portion of the annual rental payments due and owing and shall be reduced to fully recapture the Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue over the minimum number of months that will not exceed the months shell rental until the credit has been fully recaptured. Should the full TI allowance not be used by the Government, the commissions shall be reduced accordingly.

27. In the attached SFO pages 1-58 the corrected number for the SFO is 9MO2281.

28. Should the Government exercise it's right to terminate the Lease on or after the April 30, 2016, then the Government shall not be liable for any remaining rental payments on the tenant improvements.

INITIALS: ALPW & [Signature]  
Lessor Government