

**U.S. GOVERNMENT LEASE FOR REAL PROPERTY**

DATE OF LEASE

**NOV 24 2009**

LEASE NO.

GS-06P-90031

THIS LEASE, made and entered into this date by and between **7600 COLLEGE PARTNERSHIP**

whose address is

c/o Ted Greene Company  
6750 West 93<sup>rd</sup> Street, Suite 100  
Overland Park, Kansas 66212-1465

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:

- The Lessor hereby Leases to the Government the following described premises:

A total of 31,200 rentable square feet (RSF) of office and related space, which yields 29,400 ANSI/BOMA Office Area square feet (USF) of existing space on the ground floor of the building located at 7600 College Boulevard, Overland Park, Kansas 66210-1853 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 eighty-two (82) on-site secure, surface parking spaces for the exclusive use of Government employees and patrons.

- TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on the date the Government accepts the premises as substantially complete and continuing for 15 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 twenty (120) working days subsequent to the Government's approval of design intent drawings.

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

Year	Shell	Base Cost of Services	Tenant Improvement Allowance	Building Specific Security Costs	Total Annual Rent	Total Monthly Rent
1	\$ 228,936.03	\$ 171,460.00	\$ 122,889.21	\$ 22,402.76	\$ 545,688.00	\$ 45,474.00
2-5	\$ 353,862.03	\$ 171,460.00	\$ 122,889.21	\$ 22,402.76	\$ 670,614.00	\$ 55,884.50
6-10	\$ 408,546.03	\$ 171,460.00	\$ 122,889.21	\$ 22,402.76	\$ 725,298.00	\$ 60,441.50
11-15	\$ 452,408.00	\$ 171,460.00	\$ -	\$ -	\$ 623,868.00	\$ 51,989.00

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 checks shall be made payable to:

7600 College Partnership  
6750 West 93<sup>rd</sup> Street, Suite 100  
Overland Park, Kansas 66212-1465

**LESSOR**

SIGNATURE 7600 COLLEGE PARTNERSHIP

By: *Water Tower Enterprises LP By: MLC management General Partner*

ADDRESS  
6750 W 93rd St. #100, Overland Park, KS 66212-1465

IN THE PRESENCE OF (SIGNATURE)

*Linda S. Summers*

**UNITED STATES OF AMERICA**

SIGNATURE

*S. Dennis Clemons*

NAME OF SIGNER

*Ted H. Greene, Jr.*

*Thomas G. Greene*

NAME OF SIGNER

*Linda S. Summers*

NAME OF SIGNER

**S. DENNIS CLEMONS**

OFFICIAL TITLE OF SIGNER

**CONTRACTING OFFICER**

4. The Government may terminate this Lease in whole or in part at any time after the tenth (10<sup>th</sup>) year by giving at least sixty (60) 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 dated May 20, 2009, as amended.
  - B. Build out in accordance with standards set forth in SFO dated May 20, 2009, as amended, 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.
6. The following are attached and made a part hereof:
  - A. Solicitation for Offers 8KS2012 dated May 20, 2009;
  - B. Amendment 1 to SFO 8KS2012, dated July 28, 2009;
  - C. GSA Form 3517 entitled GENERAL CLAUSES (Rev. 11/05)
  - D. GSA Form 3518 entitled REPRESENTATIONS AND CERTIFICATIONS (Rev. 1/07)
  - E. [REDACTED] Special Requirements
  - F. Exhibit A – Base Plans
  - G. Exhibit B – Legal Description
  - H. Commission Agreement dated May 27, 2009
7. Rent includes a Tenant Improvement Allowance of \$882,000.00 to be amortized through the rent over the firm term of the Lease (120 months) at the rate of 7%. In accordance with SFO paragraph 3.3, *Tenant Improvements Rental Adjustment*, the actual cost of Tenant Improvements shall be reconciled and rent adjusted accordingly.
8. Rent includes Building Specific Security Costs of \$160,789.00 to be amortized through the rent over the firm term of the Lease (120 months) at the rate of 7%.
9. In accordance with SFO paragraph 2.3, *Broker Commission and Commission Credit*, CB Richard Ellis, Inc. ("CBRE") is the authorized real estate broker representing GSA in connection with this Lease transaction. The Lessor and CBRE 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 2.3, only [REDACTED], which is [REDACTED] of the Commission, will be payable to CBRE when the Lease is awarded. The remaining \$106,932.29, which is [REDACTED] of the Commission ("Commission Credit"), shall be credited to 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 until the credit has been fully recaptured.
10. In accordance with SFO paragraph 4.1, *Measurement of Space*, the common area factor is established as 1.06122 (31,200 RSF / 29,400 USF).
11. In accordance with SFO paragraph 4.2, *Tax Adjustment*, the percentage of Government occupancy is established as 74.5% (31,200 RSF / 41,880 RSF).
12. In accordance with SFO paragraph 4.3, *Operating Costs*, the escalation base is established as \$171,460.00 per annum.
13. In accordance with SFO paragraph 4.4, *Adjustment for Vacant Premises*, the adjustment is established as \$2.84/USF for vacant space (rental reduction).
14. In accordance with SFO Paragraph 4.6, *Overtime Usage*, the rate for overtime usage is established as \$25.00 per hour beyond the normal hours of operation of 7:30 AM to 6:30 PM. Areas requiring 24/7 HVAC will be provided at no additional cost to the Government.

15. In accordance with SFO paragraph 5.13, *Floor Plans After Occupancy*, the Lessor shall provide 1 copy of CAD as built drawings on CD-ROM to the contracting officer within 30 calendar days of completion of construction.
16. 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. 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.
17. 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."
18. 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.
19. Within 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.
20. 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:

LESSOR & <sup>THG</sup>  
700GOVT 