

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

DATE OF LEASE

**DEC 17 2009**

LEASE NO.

GS-06P-90057

THIS LEASE, made and entered into this date by and between TWP Partners, L.P.

whose address is 1100 Walnut Street, Suite 2000  
Kansas City, MO 64106-2126

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 12,333 rentable square feet (RSF) of office and related space, which yields 10,664 ANSI/BOMA Office Area square feet (USF) of space at 1201 Walnut Street, 9<sup>th</sup> Floor, Kansas City, Missouri 64106-2197 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 fifteen (15) on-site secured, structured 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 ten (10) years, five (5) years firm, 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 August 6, 2010.
- The Government shall pay the Lessor monthly in arrears in accordance with the following table:

Months	Annualized				Total Monthly Rent
	Shell	Cost of Services	Tenant Improvement Allowance	Total Annual Rent	
120	\$ 105,044.83	\$ 57,058.00	\$ 54,341.17	\$ 216,444.00	\$ 18,037.00

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:

TWP PARTNERS, L.P.  
1100 WALNUT STREET, SUITE 2000  
KANSAS CITY, MO 64106-2126

- The Government may terminate this Lease in whole or in part at any time after the fifth (5<sup>th</sup>) year by giving at least ninety (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.

ADDRESS: 1100 Walnut St., Suite 2000, Kansas City, Missouri 64106-2126

LESSOR

SIGNATURE TWP PARTNERS, L.P.

*By: CWB Associates #2, a General Partner*

ADDRESS

*By: MD Associates #2, a General Partner*

IN THE PRESENCE OF (SIGNATURE)

*[Signature]*

UNITED STATES OF AMERICA

NAME OF SIGNER

*Jon Copaken, Vice President*

NAME OF SIGNER

*Thomas S. Morgan*

NAME OF SIGNER

*Ryan E. Biedy*

SIGNATURE

*[Signature]*

NAME OF SIGNER

KORY R. HOCHLER

OFFICIAL TITLE OF SIGNER

CONTRACTING OFFICER

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 SFO9MO2009 dated 06/30/2009.
  - B. Build out in accordance with standards set forth in SFO 9MO2009 dated 06/30/2009, 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 9MO2009 dated 06/30/2009;
  - B. Amendment #1 to SFO 9MO2009 dated 07/17/2009;
  - C. Amendment #2 to SFO 9MO2009 dated 08/28/2009;
  - D. Amendment #3 to SFO 9MO2009 dated 11/04/2009;
  - E. GSA Form 3517 entitled GENERAL CLAUSES (Rev. 11/05)
  - F. GSA Form 3518 entitled REPRESENTATIONS AND CERTIFICATIONS (Rev. 1/07)
  - G. Attachment A – Base Plans
  - H. Attachment B – Legal Description
  - I. [REDACTED] Security Requirements
  - J. Commission Agreement
7. Rent includes a Tenant Improvement Allowance of \$373,240.0 to be amortized through the rent over the full term of the Lease (120 months) at the rate of 8.00%. If the Government elects to exercise their termination rights, no lump sum costs will due to the Lessor for unamortized tenant improvements. 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. In accordance with SFO Paragraph 4.1, *Measurement of Space*, the common area factor is established as 1.157 (12,333 RSF / 10,664 USF).
9. In accordance with SFO Paragraph 4.2, *Tax Adjustment*, the percentage of Government occupancy is established as 2.57% (12,333 RSF / 479,963 RSF)
10. In accordance with SFO Paragraph 4.3, *Operating Costs Base*, the escalation base is established as \$57,058.00 per annum.
11. In accordance with SFO Paragraph 4.4, *Adjustment for Vacant Premises*, the adjustment is established as \$1.12/USF for vacant space (rental reduction).
12. In accordance with SFO Paragraph 4.6, *Overtime Usage*, the rate for overtime usage is established as \$25.00 per hour for the entire space or any portion thereof beyond the normal hours of operation of 6:00 AM to 6:00 PM Monday through Friday and 8:00 AM to 1:00 PM on Saturday. Areas requiring 24/7 HVAC will be provided at no cost to the Government.
13. All information submitted by the Lessor during negotiations, including but not limited to plans renderings, specifications, etc. are incorporated by reference.
14. 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 Lease space after termination of the Lease contract and will become property of the Lessor.
15. 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."
16. This Lease, upon execution, contains the entire agreement of the parties and no prior written or oral agreement, expressed or implied, shall be admissible too 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: JSA LESSOR & KMT GOV'T

- 17. In accordance with SFO Paragraph 11.1, the Lessor must replace/repair the HVAC, re-paint the Leased space, re-carpet the Leased space, provide a cipher lock on the server room, provide a sink in the investigation break room, and at the Government's discretion, may be required to complete decking added to the server room.
  
- 18. In accordance with SFO paragraph 2.4, *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 2.4, only [REDACTED] which is [REDACTED] of the Commission, will be payable to CBRE when the Lease is awarded. The remaining [REDACTED] 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.

First month's rental payment of \$18,037.00 minus the prorated commission credit of [REDACTED] equals [REDACTED] (adjusted first month's rent).

Second month's rental payment of \$18,037.00 minus the prorated commission credit of [REDACTED] equals [REDACTED] (adjusted second month's rent).

TSM

INITIALS: je LESSOR & JKM GOV'T