

U.S. GOVERNMENT
LEASE FOR REAL PROPERTY

DATE OF LEASE

4/21/2010

LEASE NO.

GS-06P-01039

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

Union Station Kansas City, Inc.

whose address is

30 West Pershing Road
Kansas City, MO 64108 - 2459

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 4,420 rentable square feet (RSF) of office and related space, which yields 3,400 ANSI/BOMA Office Area square feet (USF) (area shown on attached exhibit "A") of space located at 30 West Pershing Road, Kansas City, Missouri 64108 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 the date the Government accepts the premises as substantially complete and continuing for 10 years. The Lessor shall deliver the premises to the Government substantially complete no later than October 1, 2010.

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 the initial five-year firm term by giving at least 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 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:

JNY & *GRD*
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 9-24; the Solicitation for Offers (SFO) 9MO2182, pages 1-42; Amendments 1, 2, & 3, each one page; GSA Form 3517C, General Clauses, pages 1-22; GSA Form 3518, Representations and Certifications, pages 1-4; Exhibit A, two sheets.

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. Paragraphs 4 and 5 were deleted in their entirety. Paragraphs 9 through 24 have been added.

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

LESSOR Union Station Kansas City, Inc.

[Redacted Signature]

(Signature)

[Redacted Address]

30 W. Pershing Rd., Suite 850, Kansas City, MO 64108
(Address)

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

BY

[Redacted 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	\$42,927.45	\$22,080.08	\$17,442.47	\$82,450.00	\$24.25	\$18.653846	\$6,870.83

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

Union Station Kansas City, Inc.
30 West Pershing 64108 - 2459

10. The Leased space to be delivered to the Government shall contain at least 3,400 BOMA Office Area square feet. Upon delivery, the quantity of space shall be determined by mutual field measurement. The Government acknowledges there may be more space delivered than 3,400 BOMA office area square feet. However, any amount delivered over 3,400 BOMA office area square feet shall be considered free space to the Government. The Government shall pay for no more than 3,400 BOMA Office Area square feet of space.

11. There will be no operating cost escalations and paragraph 4.3 of the SFO has been deleted.

12. There will be no real estate tax escalations. Paragraph 4.2 of the SFO has been deleted.

13. In accordance with paragraph 4.5 (Normal Hours) of the SFO, Services, utilities, and maintenance shall be provided daily, extending 6:30 a.m. to 5:30 p.m. except Saturdays, Sundays, and federal holidays. In addition, cooling for a 150 usable square foot IDF room shall be provided 24 hours per day, 7 days per week.

14. 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 \$0 per hour for the entire space (Note: IDF rooms are considered Normal Hours) which shall include all the Lessor's administrative costs.

15. In accordance with Paragraph 5.1.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 9MO2182 and is incorporated herein by reference.

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

17. 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.

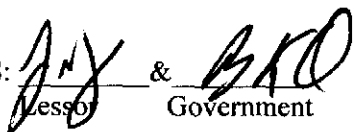
18. The Lessor shall furnish all labor, material and supervision necessary to maintain all mechanical and electrical equipment and systems in a satisfactory condition, to provide reliable service, and to correct disturbing noises or exposure to fire or safety hazard. All local and national code requirements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

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

20. The common area factor for the building is approximately 1.30.

21. The tenant improvement amortization rate is 7% annually.

INITIALS:

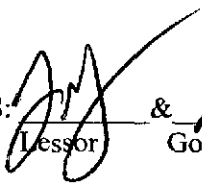


Lessor & Government

SHEET 2A
Lease No. GS-06P-01039

22. The total amount of tenant improvement allowance is \$125,188 ($\$36.82/\text{sq ft} \times 3,400$).

23. The calculation of annual payments of tenant improvements over the firm term is as follows: \$125,188 @ 7% for 10 years is \$17,442.47 annually.

24. The Government shall have access out of its space through the south exit stairwell landing to the outside.

INITIALS:  & 
Lessor Government