

US GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE JUN 21 2010	LEASE NO. GS-06-01040
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THIS LEASE, made and entered into this date by and between **BRIARCLIFF III, LLC**

Whose address is 4151 N. Mulberry Drive
Suite 205
Kansas City, MO 64116

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:

A total of 19,691 rentable square feet (RSF), which yields 18,300 ANSI/BOMA Office Area square feet (USF) of space at Briarcliff III located at 4150 N. Mulberry Drive in Kansas City, Missouri 64116 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 50 parking spaces for exclusive use of Government employees and patrons.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on May 19, 2010 and continuing through May 18, 2015, subject to termination and renewal rights as may be hereinafter set forth.

3. The Government may terminate this lease in whole or in part at any time after the third year by giving at least 120 days notice in writing to the lessor for Block A of space (14,975 RSF/13,917 USF) and anytime after the second year for the Block B of the space (4,716 RSF/4,383 USF). No rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

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

Months	Annualized				Total Annual Rent	Total Monthly Rent
	Shell	Cost of Services	Tenant Improvement Allowance	Building Specific Security Cost		
60	\$ 346,204.30	\$ 102,366.23	\$ -	\$ -	\$448,570.53	\$37,380.88

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

Briarcliff III
4150 N Mulberry Drive
Kansas City, MO 64116

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

LESSOR
LESSOR NAME

BY:  _____
(Signature)

Coo _____
(Title)

IN:  _____


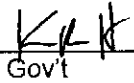
4151 N. Mulberry Dr. Ste 205, KC MO 64116
(Address)

UNI
BY:  _____

Contracting Officer, General Services Administration
(Official Title)

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 OMO2041 dated April 07, 2010.
 - B. Lease term to be effective on date of occupancy, if different from the date identified in Paragraph 2. The Lessor hereby waives restoration.
6. The following are attached and made a part hereof:
- A. Solicitation for Offers OMO2041 dated April 07, 2010
 - B. GSA Form 3517 entitled GENERAL CLAUSES (Rev. [11/05])
 - C. GSA Form 3518 entitled REPRESENTATIONS AND CERTIFICATIONS (Rev. [1/07])
7. In accordance with the SFO paragraph entitled *Tenant Improvement Rental Adjustment* the Tenant Improvements total \$0.00. Additionally, the lessor agrees to make all paint update requirements and updates to the space at their cost.
8. In accordance with the SFO paragraph entitled *Percentage of Occupancy*, the percentage of Government occupancy is established as 21.59%.
9. In accordance with the SFO paragraph entitled *Operating Costs Base*, the escalation base is established as \$5.1986303/RSF (\$102,366.23/annum). The Operating Cost Base year is established as 2010.
10. In accordance with the SFO paragraph entitled *Common Area Factor*, the common area factor is established as 1.0760109% (19,691 RSF/18,300USF).
11. In accordance with the SFO paragraph entitled *Adjustment for Vacant Premises*, the adjustment is established as \$1.50/USF for vacant space (rental reduction).
12. In accordance with the SFO Paragraph entitled *Overtime Usage*, the rate for overtime usage is established as \$65.00 per hour for the entire building or any portion thereof.

Security costs are a total amount of \$0.00 The Lessor hereby waives restoration.

Initials:  & 
 Lessor Gov't

GS-06P-01040

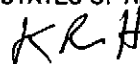
LESSOR

UNITED STATES OF AMERICA

BY


 (Initial)

BY


 (Initial)