

# U.S. GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE

(DEC 21 2010)

LEASE NO.

GS-06P-11002

THIS LEASE, made and entered into this date by and between LIT FINANCE II

whose address is 2650 CEDAR SPRINGS ROAD, STE 850  
DALLAS, TX 75201-1494

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:

17,494 rentable square feet of office and related space which yields 15,620 ANSI/BOMA office area square feet. The leased property is located at 8050 Marshall Drive, Lenexa, KS 66214-1570. Such real property described herein shall be hereinafter collectively referred to as the "Leased Premises" (as described in Exhibit A attached hereto). Parking for twelve (12) on-site reserved surface parking spaces for Government use only as well as seventy-one (71) additional parking spaces located within a two block radius of the space shall be included in the rent rate at no additional charge to the Government.

Said premises 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 a date which is not later than one hundred and fifty (150) days after the Government has received and approved construction drawings and has issued the "Notice to Proceed" to the Lessor, will be leased for a term of ten (10) years, with a firm term of five (5) years, subject to any termination rights as may be hereinafter set forth. The actual term commencement date will be established by Supplemental Lease Agreement at the time the Government accepts the space.

3. The Government shall pay the Lessor annual rent as follows:

	RSF	USF	Shell	Operating Base	Tenant Improvements	Building Specific Security	Total Annual Rent
Years 1 - 5	17,494	15,620	\$182,005.04	\$78,637.00	\$134,596.65	\$17,269.83	\$412,508.52
Years 6-10	17,494	15,620	\$341,219.00	\$78,637.00	\$0.00	\$0.00	\$419,856.00

Rent shall be adjusted in accordance with the provisions of the Solicitation For Offers No. 0KS2002 and the General Clauses. Rent for a lessor period shall be prorated. Rent checks shall be made payable to:

LIT FINANCE II  
2650 Cedar Springs Road, STE 850  
Dallas, TX 75201-1494

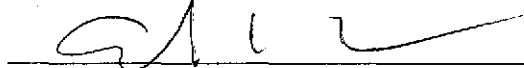
(See attached pages 2 of 4, 3 of 4, 4 of 4, and "Exhibit A")

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

## LESSOR

SIGNATURE LIT FINANCE II

NAME OF SIGNER



ANDREW S. LOWE

ADDRESS

2650 CEDAR SPRINGS RD, SUITE 850, DALLAS, TX 75201

IN THE PRESENCE OF (SIGNATURE)

NAME OF SIGNER

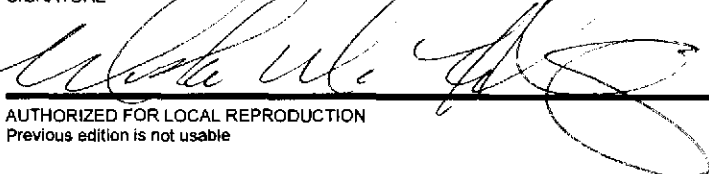


Michael Williams

## UNITED STATES OF AMERICA

SIGNATURE

NAME OF SIGNER





Matthew W. Helmering

OFFICIAL TITLE OF SIGNER

CONTRACTING OFFICER

4. The Government may terminate this Lease in whole or in part after the firm term of five (5) years on ninety (90) days' written notice to the Lessor. Said notice shall be computed with the day after the post-marked mailing date.
5. The Lessor shall furnish to the Government, as part of the rental consideration, the following:
  - A. All labor, materials, equipment, fees, utilities, construction drawings (including without limitations, plans and specifications), construction costs and services and all other costs and expenses related thereto or necessitated thereby in the connection with the design, construction, and installation of the building and improvements identified in Solicitation For Offers No. 0KS2002 and its attached Special Requirements.
  - B. All services, utilities, maintenance, and other operations as set forth elsewhere in this Lease.
  - C. All responsibilities and obligations as defined in the Solicitation For Offers No. 0KS2002 and other attachments to the Lease as referenced in Paragraph 6 of this SF-2 form.
6. The following are attached and made a part hereof:
  - A. U.S. Government Lease For Real Property, Standard Form 2
  - B. Exhibit A to the Standard Form 2, layout of space
  - C. Solicitations For Offers (SFO) 0KS2002, dated 3/22/2010
  - D. Agency Special Requirements
  - E. Form 3517, General Clauses, dated 06/2008
  - F. Form 3518, Representations and Certifications, dated 06/2007
  - G. Small Business Subcontracting Plan, dated 9/9/2010
7. The date of this lease, DEC 21 2010, is the date this contract was formed as a result of the Government's acceptance of the Lessor's Best and Final Offer dated September 17, 2010 submitted by the Lessor under SFO No. 0KS2002 and all attachments. This Lease reflects the terms and conditions of the accepted Best and Final Offer.
8. The actual effective date of occupancy shall be established by Supplemental Lease Agreement (SLA). The lease term will then be in effect for ten (10) years thereafter, computed from the actual effective date. The anniversary date for adjustments shall be adjusted to coincide with any revised actual effective date.
9. In accordance with SFO paragraph 3.2, *Tenant Improvements Included in Offer*, the Lessor agrees to provide a tenant improvement allowance in the amount of \$546,700.00 to be amortized over the firm term of the Lease (60 months) at 8.5%. In accordance with SFO paragraph 3.3, *Tenant Improvements Rental Adjustment*, the actual cost of Tenant Improvements shall be reconciled and rent adjusted accordingly.
10. Also included as part of the rental consideration is a building specific security amount of \$70,146.00 to be amortized over the firm term of the Lease (60 months) at 8.5%. The actual cost of building specific security items shall be reconciled and rent adjusted accordingly.
11. In accordance with SFO paragraph 4.2, *Tax Adjustment*, the Government occupancy is established as 17.98% (17,494 RSF/ 97,284 RSF).
12. In accordance with SFO paragraph 4.3, *Operating Costs*, the base cost of services is established as \$78,637 per annum.
13. In accordance with SFO paragraph 4.4, *Adjustment for Vacant Premises*, the adjustment for vacant premises is established as \$2.00/USF.
14. In accordance with SFO paragraph 4.6, *Overtime Usage*, the Government agrees to pay the Lessor \$40.00/hour for the entire leased space for HVAC services provided outside normal business hours. Should the Government require overtime HVAC, such services shall be requested by the Contracting Officer orally or in writing.

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 Lessor Government

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15. Paragraph 10.6, Access to Building Information, of the SFO is hereby deleted and replaced with the following:

"Building Information Related to the Government's Space – Including mechanical, electrical, vertical transport, fire and life safety, security system plans and schematics, computer automations systems, and emergency operations procedures – shall be strictly controlled. Such information shall be related to authorized personnel only, approved by the Government, preferably by the development of an access list and controlled copy numbering. The Contracting Officer may direct that the names and locations of Government tenants not be disclosed in any publicly accessed document or record. If that is the case, the Government may request that such information not be posted in the building directory."

16. Paragraph 10.12, [REDACTED] Capability, of the SFO is hereby deleted and replaced with the following:

"The Lessor shall permit, at the Government's expense, installation of a perimeter [REDACTED] to be operated and maintained by the Government."

17. Paragraph 10.13, [REDACTED] of the SFO is hereby deleted and replaced with the following:

"The Lessor shall provide and install, at the Government's expense, an [REDACTED]  
[REDACTED] The system shall comply with the [REDACTED], section F230.0."

18. Paragraph 10.14, [REDACTED], of the SFO is hereby deleted and replaced with the following:

"The Lessor shall provide and install, at the Government's expense, an [REDACTED]  
[REDACTED] before allowing access. The system shall comply with the [REDACTED], section F230.0."

19. Paragraph 10.16, *Parking Security Requirements*, of the SFO is hereby deleted and replaced with the following:

"A. [REDACTED]  
[REDACTED]



B. Post Signs and Arrange for Towing of Unauthorized Vehicles: TENANT IMPROVEMENT

Signage shall be provided by the Lessor, acceptable to the Lessor and the Government at the Government's expense, to alert parking patrons of inspection and towing policies. Signage shall advise that the removal of unauthorized vehicles can be expected."

20. Paragraph 10.17, [REDACTED], of the SFO is hereby deleted and replaced with the following:

"The Lessor shall permit, at the Government's expense [REDACTED]  
[REDACTED] provided, operated, and maintained by the Government. The Government's Building Security Assessment of the building will determine the exact number of [REDACTED] and locations. [REDACTED] are also required. The Government will centrally [REDACTED]. Government specifications are available from the Contracting Officer."


21. Paragraph 12, Progressive Occupancy, of the GSA Form 3517 is hereby deleted.

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22. Paragraph 19, *Alterations*, of the GSA Form 3517 is hereby deleted and replaced with the following:

"Upon receipt of the Lessor's prior written consent, which shall not be unreasonably withheld, the Government shall have the right during the existence of this lease to make alterations, attach fixtures, and erect structures or signs in or upon the premises hereby leased, which fixtures, additions or structures so placed in, on, upon, or attached to the said premises shall be and remain the property of the Government and may be removed or otherwise disposed of by the Government. If the lease contemplates that the Government is the sole occupant of the building, for purposes of this clause, the leased premises include the land on which the building is sited and the building itself. Otherwise, the Government shall have the right to tie into or make any physical connection with any structure located on the property as is reasonably necessary for appropriate utilization of the leased space."

23. The Government assumes no responsibilities for any conclusions or interpretations made by the Lessor based on information made available by the Government and/or its contractors. Nor does the Government assume any responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before execution of this contract unless understanding or representation is expressly stated in the Lease.
24. All questions pertaining to this Lease shall be referred in writing to the General Services Administration Contracting Officer or their designee. The Government occupant **is not** authorized to administer this lease, and GSA assumes no responsibility for any cost incurred by the Lessor except as provided by the terms of this Lease or authorized in writing by Contracting Officer or their designee. The Lessor will not be reimbursed for any services not provided for in this lease, including but not limited to: repairs, alterations and overtime services. Additionally, rent will not be paid for occupancy in whole or in part except for the term specified herein.
25. By signing this Lease, the Government acknowledges and agrees that the Lessor has provided all information and completed all studies and certifications required by the Government as preconditions of the Government accepting the leased premises from the Lessor.

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