

U.S. GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE

JUN 08 2011

LEASE NO.

GS-06P-01022THIS LEASE, made and entered into this date by and between **TWP Holdings, LLC**

whose address is 1100 Walnut St. Ste. 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:

1. The Lessor hereby leases to the Government the following described premises:

A total of 5,051 rentable square feet (RSF) of office and related space, which yields 4,270 ANSI/BOMA Office Area square feet (USF) of space at 1201 Walnut, Kansas City, Missouri, 64106-2149 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 5 structured parking spaces for the exclusive use of Government employees and patrons.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on June 1, 2011 Government accepts the premises as substantially complete and continuing for a ten (10) years, five (5) years firm. The Government may terminate the lease in whole or in part on June 1, 2016 with 90 days written notice.
3. The Government shall pay the Lessor monthly in arrears in accordance with the following table:

Year	Shell	Base Cost of Services	Tenant Improvement	Total Annual Rent	Total Monthly Rent
1-5	\$ 56,898.62	\$ 21,350.00	\$ 3,072.48	\$ 81,321.10	\$ 6,776.76
6-10	\$ 59,971.10	\$ 21,350.00	\$ -	\$ 81,321.10	\$ 6,776.76

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 shall be made payable to:

TWP Holdings, LLC
1100 Walnut St. Ste. 2000
Kansas City, MO 64106-2126

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

LESSOR

SIGNATURE

NAME OF SIGNER

ADDRESS

IN THE PRESENCE OF (SIGNATURE)

NAME OF SIGNER

UNITED STATES OF AMERICA

SIGNATURE

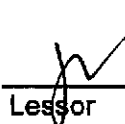

NAME OF SIGNER

OFFICIAL TITLE OF SIGNER

LEASE CONTRACTING OFFICER

4. 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 0MO2021 dated February 18, 2010 as amended.
 - B. Build out in accordance with standards set forth in with SFO 0MO2021 dated July 22, 2010, 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.
5. The following are attached and made a part hereof:
 - A. SFO 0MO2021 dated July 22, 2010
 - B. GSA Form 3517 entitled GENERAL CLAUSES (Rev. 11/05)
 - C. GSA Form 3518 entitled REPRESENTATIONS AND CERTIFICATIONS (Rev. 1/07)
 - D. [REDACTED] Special Requirements
6. In accordance with SFO paragraph 4.2, *Tax Adjustment*, the percentage of Government occupancy shall be 1.05%.
7. Rent includes a Tenant Improvement Allowance of \$12,627.50 to be amortized through the rent over the initial firm term of the Lease (60 months) at the rate of 8.0%. 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 4.3, *Operating Costs*, the escalation base is established as \$21,350.00 per annum, based on \$5.00 per useable square foot.
9. In accordance with SFO paragraph 4.1, *Measurement of Space*, the common area factor is established as 1.1829039812 (5,051 RSF / 4,270 USF).
10. In accordance with SFO paragraph 4.4, *Adjustment for Vacant Premises*, the adjustment is established as \$1.12/USF for vacant space (rental reduction).
11. In accordance with SFO Paragraph 4.6, *Overtime Usage*, the rate for overtime usage is established as \$25.00 per hour.
12. 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.
13. 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.
14. All information submitted by the Lessor during negotiations, including but not limited to plans renderings, specifications, etc. are incorporated by reference.
15. If at any time during the term the agency occupies the vacant space within its occupied space, the Government will pay rent on the space. Only shell rent and operating rent will be affected.

Initials:

 &
 
 Lessor Gov't