

U.S. GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE

APR 09 2010

LEASE NO.

GS-06P-90068

THIS LEASE, made and entered into this date by and between BRIARCLIFF SSA, LLC

whose address is 4151 NORTH MULBERRY DRIVE, SUITE 205
KANSAS CITY, MO 64116-4600

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 11,161 rentable square feet (RSF) of office and related space, which yields 10,476 ANSI/BOMA Office Area square feet (USF) of space (as described in Exhibit A attached hereto) in the building to be constructed at 1601 N.W. Platte Road, Kansas City, Missouri, 64116-4600 (as described in Exhibit B attached hereto) 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 40 on-site surface 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 the date the Government accepts the premises as substantially complete and continuing for 10 years, 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 120 calendar days after the Contracting Officer issues the Tenant Improvement Notice to Proceed.

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

| Year | Shell | Base Cost of Services | Tenant Improvement Allowance | Total Annual Rent | Total Monthly Rent |
|------|---------------|-----------------------|------------------------------|-------------------|--------------------|
| 1-7 | \$ 258,042.32 | \$ 62,948.04 | \$86,609.36 | \$ 407,599.72 | \$ 33,966.64 |
| 8-10 | \$ 277,797.29 | \$ 62,948.04 | \$ - | \$ 340,745.33 | \$ 28,395.44 |

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:

BRIARCLIFF SSA, LLC C/O BRIARCLIFF REALTY
4151 NORTH MULBERRY DRIVE, SUITE 205
KANSAS CITY, MO 64116-4600

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

LESSOR

SIGNATURE BRIARCLIFF SSA, LLC.



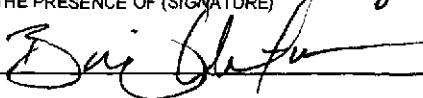
NAME OF SIGNER

Nathaned Hoeghe

ADDRESS

4151 N. Mulberry Dr. Ste. 205, Kc Mo 64116

IN THE PRESENCE OF (SIGNATURE)

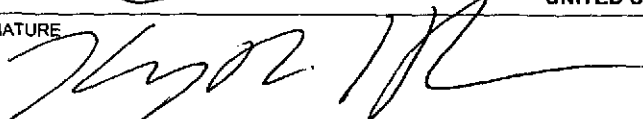


NAME OF SIGNER

Brian Hokwa

UNITED STATES OF AMERICA

SIGNATURE



NAME OF SIGNER

KORY HOCHLER

OFFICIAL TITLE OF SIGNER

CONTRACTING OFFICER

4. The Government may terminate this lease in whole or in part at any time after the 7th year by giving at least 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.
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 9MO2042 dated August 21, 2009, as amended.
 - B. Build out in accordance with standards set forth in SFO 9MO2042 dated August 21, 2009, 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.
6. The following are attached and made a part hereof:
 - A. Solicitation for Offers 9MO2042, dated August 21, 2009;
 - B. Amendment 1 to SFO 9MO2042, dated October 26, 2009;
 - C. GSA Form 3517 entitled GENERAL CLAUSES (Rev. 11/05)
 - D. GSA Form 3518 entitled REPRESENTATIONS AND CERTIFICATIONS (Rev. 1/07)
 - E. [REDACTED] Special Requirements
 - F. [REDACTED] Requirements
 - G. Exhibit A – Base Plans
 - H. Exhibit B – Legal Description
7. Rent includes a Tenant Improvement Allowance of \$462,915.58 to be amortized through the rent over the initial firm term of the Lease (84 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 2.6, *Broker Commission and Commission Credit*, Studley, Inc. ("Studley") is the authorized real estate broker representing GSA in connection with this lease transaction. The Lessor and Studley 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 2.6, only [REDACTED] which is [REDACTED] of the Commission, will be payable to Studley 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 as indicated in this schedule for adjusted Monthly Rent:

First Month's Shell is \$21,503.50 minus the Commission Credit of [REDACTED] First Month's adjusted Gross Monthly Rental Payment is [REDACTED]

Second Month's Shell is \$21,503.50 minus the Commission Credit of [REDACTED] Second Month's adjusted Gross Monthly Rental Payment is [REDACTED]

Third Month's Shell is \$21,503.50 minus the Commission Credit of [REDACTED] Third Month's adjusted Gross Monthly Rental Payment is [REDACTED]
9. In accordance with SFO paragraph 4.2, *Tax Adjustment*, the percentage of Government occupancy shall be established following lease award.
10. In accordance with SFO paragraph 4.3, *Operating Costs*, the escalation base is established as \$62,948.04 per annum, based on \$5.64 per rentable square foot.
11. In accordance with SFO paragraph 4.1, *Measurement of Space*, the common area factor is established as 1.0654 (11,161 RSF / 10,476 USF).

INITIALS

[Signature] / [Signature]
 Lessor Govt.

12. In accordance with SFO paragraph 4.4, *Adjustment for Vacant Premises*, the adjustment is established as \$1.50/USF for vacant space (rental reduction).
13. In accordance with SFO Paragraph 4.6, *Overtime Usage*, the rate for overtime usage is established as \$65.00 per hour per zone.
14. In accordance with SFO paragraph 5.14, *CAD As-Built Floor Plans*, 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.
15. 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.
16. All information submitted by the Lessor during negotiations, including but not limited to plans renderings, specifications, etc. are incorporated by reference.
17. The project shall meet the requirements of LEED®-NC (Leadership in Energy and Environmental Design for New Construction) Silver level (minimum) for the Building Core and Shell only. Lessor shall obtain certification from the U.S. Green Building Council (USGBC) within 12 months of project occupancy. For requirements to achieve Silver level certification, Lessor must refer to the latest version at the time of submittal of LEED®-NC Reference Guide at <http://www.leadbuilding.org>. At completion of LEED® documentation and receipt of final certification, the Offeror must provide the Government two electronic copies on compact disks of all documentation submitted to USGBC. Acceptable file format is Adobe PDF saved to disk from the LEED®-Online workspace and templates. In addition, the Offeror will provide the Government viewing access to the LEED®-Online workspace during design and through the term of the lease.

Prior to the end of the first year of occupancy, if the Lessor fails to achieve LEED® Silver certification for the Building Core and Shell, the Government may assist the lessor in implementing a corrective action program to achieve a LEED® Silver certification and deduct its costs (including administrative costs) from the rent.

18. 52.203-15 WHISTLEBLOWER PROTECTIONS UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 (MAR 2009)
 - a) The Contractor shall post notice of employees rights and remedies for whistleblower protections provided under section 1553 of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5).
 - (b) The Contractor shall include the substance of this clause including this paragraph (b) in all subcontracts.

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 LESSOR GOVERNMENT