

U.S. GOVERNMENT
LEASE FOR REAL PROPERTY

DATE OF LEASE

December 8, 2009

LEASE NO.

GS-06P-01005

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

LBP IV, LLC

whose address is 3215 N.E. Carnegie Dr.
Suite #200
Lee's Summit, Missouri 64064

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, together with the right of ingress to and egress from the premises at all times:

29,702 BOMA Office Area square feet (as shown on attached Exhibit "A"), or approximately 30,547 rentable square feet of office and related space together with 156 on-site surface parking spaces located at the Lakewood Business Park Building IV, 2850 N.E. Independence, Avenue, Lee's Summit, MO 64064.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning no later October 1, 2010. The term of the lease is 10 years, five year firm, subject to termination rights described in paragraph 4 below.

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

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Lessor

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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 9-27; the Solicitation for Offers (SFO) 7MO2032, pages 1-60; Amendment 1, page 1&2; GSA Form 3517B, General Clauses, pages 1-34; GSA Form 3518, Representations and Certifications, pages 1-7; Exhibit A, three (3) 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. Paragraph 5 was deleted in its entirety. Paragraphs 9 through 27 have been added.

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

LESSOR

BY

(Signature)

IN P

(Signature)

(Signature)

3215 NE Carver Rd
Lees Summit MO 64064

(Address)

UNITED STATES OF AMERICA GENERAL SERVICES ADMINISTRATION, PUBLIC BUILDINGS SERVICE
Realty Services Division
East Leasing Services Branch

BY

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 BOMA SF	Rate per RSF	Monthly Rent
1-5	\$509,218.48	\$134,991.27	\$235,164.85	\$879,374.60	\$29.606579	\$28.787593	\$73,281.22
6-10	\$509,218.48	\$134,991.27	\$0	\$644,209.75	\$21.689103	\$21.089133	\$53,684.15

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

LBP IV, LLC
3215 NE Carnegie Dr. Suite 200
Lee's Summit, MO 64064

10. The Leased space to be delivered to the Government shall contain no more than 29,702 BOMA Office Area square feet. Upon delivery, the quantity of space shall be determined by mutual field measurement. The Government shall pay for no more than 29,702 BOMA Office Area square feet of space.

11. The base rate for operating cost escalation will be \$4.544855 per BOMA Office Area square foot per annum (\$134,991.27 Total). The operating cost base rate will be used for the purposes of computing rental adjustments in accordance with Paragraph 4.3 (Operating Costs) of the solicitation.

12. Real estate taxes are included in the shell rate.

13. In accordance with paragraph 4.2 (tax adjustment), of the SFO the percentage of Government occupancy is 62.192316 percent.

14. Paragraph 4.2.B.7 of the SFO states the "Real Estate Tax Base" is the Unadjusted Real Estate Taxes for the first full Tax Year following the commencement of the Lease term. If the Real Estate Taxes for that Tax Year are not based upon a Full Assessment of the Property, then the Real Estate Tax Base shall be the Unadjusted Real Estate Taxes for the Property for the first full Tax Year for which the Real Estate Taxes are based upon a Full Assessment. Such first full Tax Year may be hereinafter referred to as the "Tax Base Year."

15. In accordance with paragraph 4.5 (Normal Hours) of the SFO, as amended, services, utilities, and maintenance shall be provided daily, extending eight (6:00) a.m. to eight (5:00) p.m. except Saturdays, Sundays, and federal holidays. In addition, air conditioning for the MDF and IDF rooms shall be provided 24 hours-per-day, 365 days-per-year.

16. 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 \$10.00 per hour for the entire space (Note: IDF and MDF rooms are considered Normal Hours) which shall include all the Lessor's administrative costs.

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Lessor Government

17. In accordance with Paragraph 5.3.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 within 14 days of Government review. The detailed cost proposal shall follow the CSI format that was attached to original SFO Number LMO2032 and is incorporated herein by reference.

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

19. 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.

20. 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.

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

22. The common area factor for the building is 1.028449263.



23. The tenant improvement amortization rate is 6.75% annually.

24. The total amount of tenant improvement allowance is \$995,611.04 (\$33.52/usf x 29,702 USF).

25. The calculation of annual payments of tenant improvements over the firm term is as follows: \$995,611.04 @ 6.75% for 5 years is \$235,164.85 annually.

26. The Lessor shall provide the Government 156 on-site parking spaces. The 156 parking spaces shall be provided for the Government's use at all times during the Government's lease term.

27. In accordance with Paragraph 2.5 (Broker Commission and Commission Credit), Jones Lang LaSalle, is the authorized real estate broker representing GSA in connection with this lease transaction. The Lessor and Jones Lang LaSalle 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 2.5, only [REDACTED], which is [REDACTED] of the Commission, will be payable to Jones Lang LaSalle. Jones Lang LaSalle shall receive [REDACTED] upon award of the Lease and the remaining [REDACTED] upon occupancy of the Leased premises. The remainder of the Commission which is [REDACTED] is [REDACTED] of the Commission ("Commission Credit"), shall be credited to the shell rental portion of the annual rental payments due and owing and shall be reduced to fully recapture the Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue over the minimum number of months that will not exceed the months shell rental until the credit has been fully recaptured.

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