

U.S. GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE **DEC 08 2010**

LEASE NO. **GS-06P-11009**

THIS LEASE, made and entered into this date by and between **BRIARCLIFF DEVELOPMENT COMPANY INC**

whose address is **4151 NORTH MULBERRY DRIVE, SUITE 205
KANSAS CITY, MO 64116-4447**

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 28,412 rentable square feet (RSF) of office and related space, which yields 25,654 ANSI/BOMA Office Area square feet (USF) of space located at Briarcliff I, 4100 N. Mulberry, 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 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 November 23, 2010 and continuing for 14 years, subject to termination and renewal rights as may be hereinafter set forth. The Lessor shall deliver the premises to the Government substantially complete.
3. The Government shall pay the Lessor monthly in arrears in accordance with the following table:

Year	Shell	Base Cost of Services	Total Annual Rent	Total Monthly Rent
1-4	\$ 490,107.00	\$ 156,266.00	\$ 646,373.00	\$ 53,864.42
5-8	\$ 531,020.28	\$ 156,266.00	\$ 687,286.28	\$ 57,273.86
9-14	\$ 596,652.00	\$ 156,266.00	\$ 752,918.00	\$ 62,743.17

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 DEVELOPMENT COMPANY INC
4151 NORTH MULBERRY DRIVE, SUITE 205
KANSAS CITY, MO 64116-4447

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

LESSOR

BRIARCLIFF DEVELOPMENT COMPANY INC.	NAME OF SIGNER <i>Nathaniel Hugh</i>
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ADDRESS <i>4151 N. Mulberry Dr. Ste 205</i>	<i>KC MO 64116</i>
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IN THE PRESENCE OF	NAME OF SIGNER <i>SKIP ROSENSTOCK</i>
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UNITED STATES OF AMERICA

NAME OF SIGNER KORY R HOCHLER
OFFICIAL TITLE OF SIGNER CONTRACTING OFFICER

4. The Government may terminate this lease in whole or in part at any time on or after November 22, 2017 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 OMO2058 dated August 17, 2010, as amended.
 - B. Build out in accordance with standards set forth in SFO OMO2058 dated August 17, 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.
6. The following are attached and made a part hereof:
 - A. Solicitation for Offers OMO2058, dated August 17, 2010;
 - B. GSA Form 3517 entitled GENERAL CLAUSES (Rev. 11/05)
 - C. GSA Form 3518 entitled REPRESENTATIONS AND CERTIFICATIONS (Rev. 1/07)
7. There are no Tenant Improvement costs associated with this lease.
8. In accordance with SFO paragraph 4.2, *Tax Adjustment*, the percentage of Government occupancy shall be 21.59%.
9. In accordance with SFO paragraph 4.3, *Operating Costs*, the escalation base is established as \$156,266.00 per annum, based on \$5.50 per rentable square foot.
10. In accordance with SFO paragraph 4.1, *Measurement of Space*, the common area factor is established as 1.1075076 (28,412 RSF / 25,654 USF).
11. The lessor will perform the attached scope of work at no cost to the Government.

Initials: *Z* & *JK*
Lessor Gov't