

U.S. GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE **JUN 09 2011** LEASE NO. **GS-06P-11014**

THIS LEASE, made and entered into this date by and between UNION STATION KANSAS CITY, INC. whose address is

30 West Pershing Rd
Kansas City, MO 64108-2410

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 1750 rentable square feet (RSF) of office and related space, which yields 1,574 ANSI/BOMA Office Area square feet (USF) of space at 30 West Pershing Rd., Level A, Room 200-A, Kansas City, Missouri, 64108-2410 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 6 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 the date the Government accepts the premises as substantially complete and continuing for 10 years, five years firm. The Lessor shall deliver the premises to the Government substantially complete no later than 90 calendar days after the Contracting Officer issues the Tenant Improvement Notice to Proceed. The Government may terminate the lease in whole or in part after the firm term, with 90 days written notice. This paragraph overrides Paragraph B. Term.

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

Year	Shell	Operating Costs	Tenant Improvement	Total Annual Rent	Total Monthly Rent
1-5	\$ 14,528.20	\$ 3,780.00	\$ 15,589.30	\$ 33,897.50	\$ 2,824.79
6-10	\$ 30,117.50	\$ 3,780.00	\$ -	\$ 33,897.50	\$ 2,824.79

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:

UNION STATION KANSAS CITY, INC.
30 West Pershing Rd
Kansas City, MO 64108-2410

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

LESSOR

SIGNATURE	[Redacted]	NAME OF SIGNER	George Guastello II, President
ADDRESS	30 WEST PERSHING ROAD, KANSAS CITY, MO 64108		
IN THE PRESENCE OF	[Redacted]	NAME OF SIGNER	Jerry R Baber
UNITED STATES OF AMERICA			
SIGNATURE	[Redacted]	NAME OF SIGNER	KORY R. HOCHLER
		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 GSA Form 3626 dated January 14, 2011.
 - B. Build out in accordance with standards set forth in with GSA Form 3626 dated January 14, 2011, 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. GSA Form 3626 dated January 14, 2011
 - B. GSA Form 3517 entitled GENERAL CLAUSES (Rev. 11/05)
 - C. GSA Form 3518 entitled REPRESENTATIONS AND CERTIFICATIONS (Rev. 1/07)
 - D. DHS-TSA – Special Requirements
6. The Government is not responsible for taxes and this lease is not subject to tax escalation or de-escalation.
7. Rent includes a Tenant Improvement Allowance of \$66,000 to be amortized through the rent over the initial firm term of the Lease (60 months) at the rate of 6.75%. The actual cost of Tenant Improvements shall be reconciled and rent adjusted accordingly.
8. Operating Costs will not escalate.
9. In accordance with SFO paragraph 4.1, *Measurement of Space*, the common area factor is established as 1.1118170 (1,750 RSF / 1,574 USF).
10. 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.
11. 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.
12. All information submitted by the Lessor during negotiations, including but not limited to plans renderings, specifications, etc. are incorporated by reference.

KRF 2/2

U.S. GOVERNMENT LEASE FOR REAL PROPERTY
(Short Form)

1. LEASE NUMBER
GS-06P-11014

PART I - SOLICITATION/DESCRIPTION OF REQUIREMENTS (To be completed by Government)

A. REQUIREMENTS

2. The Government of the United States of America is seeking to lease approximately rentable square feet of 1750, space located in Kansas City, MO for occupancy not later than March 31, 2011 (date) for a term of ten years, five years firm. Rentable space must yield a minimum of 1500 square feet to a maximum of 1575 square feet of ANSI/BOMA Office Area (ABOA) for use by Tenant for personnel, furnishing, and equipment.
3. INITIAL OFFERS ARE DUE ON OR BEFORE CLOSE OF BUSINESS December 30, 2010.

B. STANDARD CONDITIONS AND REQUIREMENTS

4. The following standard conditions and requirements shall apply to any premises offered for lease to the UNITED STATES OF AMERICA (the GOVERNMENT):
- a. Space offered must be in a quality building of sound and substantial construction meeting the Government's requirements for the intended use.
 - b. The Lessor shall provide floor plans for the offered space and a valid Certificate of Occupancy for the intended use of the Government and shall meet, maintain, and operate the building in conformance with all applicable current (as of the date of this solicitation) codes and ordinances. If space is offered in a building to be constructed for lease to the Government, the building must be in compliance with the most recent edition of the building code, fire code, and ordinances adopted by the jurisdiction in which the building is located.
 - c. Offered space shall meet or be upgraded to meet the applicable egress requirements in National Fire Protection Association (NFPA) 101, *Life Safety Code* or an alternative approach or method for achieving a level of safety deemed equivalent and acceptable by the Government. Offered space located below-grade, including parking garage areas, and all areas referred to as "hazardous areas" (defined in NFPA 101) within the entire building (including non-Government areas), shall be protected by an automatic sprinkler system or an equivalent level of safety. Additional automatic fire sprinkler requirements will apply when offered space is located on or above the 6th floor. Unrestricted access to a minimum of two remote exits shall be provided on each floor of Government occupancy. Scissor stairs shall be counted as only one approved exit. Open-air exterior fire escapes will not be counted as an approved exit. Additional fire alarm system requirements will apply when offered space is located 2 or more stories in height above the lowest level of exit discharge.
 - d. The Building and the leased space shall be accessible to persons with disabilities in accordance with appendices C and D of 36 CFR Part 1191 (ABA Chapters 1 and 2 and Chapters 3 through 10 of the ADA-ABA Accessibility Guidelines).
 - e. The leased space shall be free of all asbestos containing materials, except undamaged asbestos flooring in the space or undamaged boiler or pipe insulation outside the space, in which case an asbestos management program conforming to Environmental Protection Agency guidance shall be implemented. The space shall be free of other hazardous materials and in compliance with applicable Federal, State, and local environmental laws and regulations.
 - f. Services, utilities, and maintenance will be provided daily, extending from 6 a.m. to 6 p.m. except Saturday, Sunday, and Federal holidays. The Government shall have access to the leased space at all times, including the use of electrical services, toilets, lights, elevators, and Government office machines without additional payment.
 - g. The Lessor shall complete any necessary alterations within 10 working days after receipt of approved layout drawings.
 - h. The Offeror must have an active registration in the Central Contractor Registration (CCR) System (via the Internet at <http://www.ccr.gov>) prior to lease award and throughout the life of the lease. To remain active, the Lessor must update or renew its registration annually. The Government will not process rent payments to Lessors without an active CCR Registration. The Government will recognize no change of ownership of the leased premises until the new owner registers in the CCR system.

5. SERVICES AND UTILITIES (To be provided by Lessor as part of rent)

- | | | | | |
|--|--|--|---|---|
| <input checked="" type="checkbox"/> HEAT | <input checked="" type="checkbox"/> TRASH REMOVAL | <input checked="" type="checkbox"/> ELEVATOR SERVICE | <input checked="" type="checkbox"/> INITIAL & REPLACEMENT LAMPS, TUBES & BALLASTS | <input checked="" type="checkbox"/> OTHER (Specify below) <i>Agency Specific Security</i> |
| <input checked="" type="checkbox"/> ELECTRICITY | <input checked="" type="checkbox"/> CHILLED DRINKING WATER | <input checked="" type="checkbox"/> WINDOW WASHING | <input checked="" type="checkbox"/> PAINTING FREQUENCY | |
| <input checked="" type="checkbox"/> POWER (Special Equip.) | <input checked="" type="checkbox"/> AIR CONDITIONING | Frequency <i>bi-annual</i> | Space <i>as needed</i> | |
| <input checked="" type="checkbox"/> WATER (Hot & Cold) | <input checked="" type="checkbox"/> TOILET SUPPLIES | <input checked="" type="checkbox"/> CARPET CLEANING | Public Areas <i>as needed</i> | |
| <input checked="" type="checkbox"/> SNOW REMOVAL | <input checked="" type="checkbox"/> JANITORIAL SERV. & SUPP. | Frequency <i>annual</i> | | |

6. OTHER REQUIREMENTS

Offerors should also include the following with their offers:

The estimated cost of \$66,000.00 to prepare the space for occupancy by the Government and the Offeror's proposed amortization rate for tenant alterations. Scope of work and plans and mandatory security requirements will be provided to the lessor upon lease award.

7. NOTE: All offers are subject to the terms and conditions outlined above, and elsewhere in this solicitation, including the Government's General Clauses and Representations and Certifications.

8. BASIS OF AWARD

- THE ACCEPTABLE OFFER WITH THE LOWEST PRICE PER SQUARE FOOT, ACCORDING TO THE ANSI/BOMA Z65.1-1996 DEFINITION FOR BOMA USABLE OFFICE AREA, WHICH MEANS "THE AREA WHERE A TENANT NORMALLY HOUSES PERSONNEL AND/OR FURNITURE, FOR WHICH A MEASUREMENT IS TO BE COMPUTED."
- OFFER MOST ADVANTAGEOUS TO THE GOVERNMENT, WITH THE FOLLOWING EVALUATION FACTORS BEING
 - SIGNIFICANTLY MORE IMPORTANT THAN PRICE
 - APPROXIMATELY EQUAL TO PRICE
 - SIGNIFICANTLY LESS IMPORTANT THAN PRICE
 - (Listed in descending order, unless stated otherwise):

PART II - OFFER (To be completed by Offeror/Owner and remain open until lease award)

A. LOCATION AND DESCRIPTION OF PREMISES OFFERED FOR LEASE BY GOVERNMENT

1. NAME AND ADDRESS OF BUILDING (Include ZIP Code) UNION STATION KANSAS CITY 30 WEST PERSHING ROAD KANSAS CITY, MO 64108-2410	2. LOCATION(S) IN BUILDING	
	a. FLOOR(S) LEVEL A	b. ROOM NUMBER(S) 200 A
	c. SQ. FT. RENTABLE 1750 ABOA 1574 Common Area Factor 1.1118	d. TYPE <input checked="" type="checkbox"/> GENERAL OFFICE <input type="checkbox"/> OTHER (Specify) <input type="checkbox"/> WAREHOUSE

B. TERM

3. To have and to hold, for the term commencing on March 31, 2010 and continuing through February 28, 2020 inclusive. The Government may terminate this lease in whole or in part at any time on or after February 28, 2015 by giving at least 60 days notice in writing to the Lessor. No rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

C. RENTAL

4. Rent shall be payable in arrears and will be due on the first workday of each month. When the date for commencement of the lease falls after the 15th day of the month, the initial rental payment shall be due on the first workday of the second month following the commencement date. Rent for a period of less than a month shall be prorated.

5. AMOUNT OF ANNUAL RENT SEE SF-2	7. HVAC OVERTIME RATE PER HOUR N/A	8. ELECTRONIC FUNDS TRANSFER PAYMENT SHALL BE MADE TO (Name and Address) UNION STATION KANSAS CITY, INC. 30 WEST PERSHING ROAD KANSAS CITY, MO 64108-2410
6. RATE PER MONTH SEE SF-2		

9a. NAME AND ADDRESS OF OWNER (Include ZIP code. If requested by the Government and the owner is a partnership or joint venture, list all General Partners, using a separate sheet, if necessary.)
UNION STATION KANSAS CITY, INC., 30 WEST PERSHING ROAD, KANSAS CITY, MO 64108-2410

9b. TELEPHONE NUMBER OF OWNER 816-460-2017	10. TYPE OF INTEREST IN PROPERTY OF PERSON SIGNING <input type="checkbox"/> OWNER <input checked="" type="checkbox"/> AUTHORIZED AGENT <input type="checkbox"/> OTHER (Specify)	
11a. NAME OF OWNER OR AUTHORIZED AGENT (Type or Print) GEORGE GUASTELLO, II	11b. TITLE OF PERSON SIGNING EXECUTIVE DIRECTOR / PRESIDENT	11d. DATE 6-1-2011

AGENT: **Ronald G. Croso**

PART III - AWARD (To be completed by Government)

1. Your offer is hereby accepted. This award consummates the lease which consists of the following attached documents: (a) this GSA Form 3626, (b) Representations and Certifications, (c) the Government's General Clauses, and (d) the following changes or additions made or agreed to by you:

2. THIS DOCUMENT IS NOT BINDING ON THE GOVERNMENT OF THE UNITED STATES OF AMERICA UNLESS SIGNED BELOW BY AUTHORIZED CONTRACTING OFFICER.

3a. NAME OF CONTRACTING OFFICER (Type or Print) KORY N. HOCALEK	3b. SIGNATURE OF CONTRACTING OFFICER 	3c. DATE 6/09/11
---	--	---------------------

LEASE NO. GS-06P **11014**