

**U.S. GOVERNMENT LEASE FOR REAL PROPERTY**

DATE OF LEASE

3.28.00

LEASE NO.

GS-O6P-80034

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

HP/GSA-3C, LLC  
c/o HPI Management, LP  
whose address is 100 N. Tryon Street., Suite 5500  
Charlotte, NC 28202-4000

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:

327,865 rentable square feet (324,484 ANSI/BOMA Office Area square feet) of space located at 6501 Beacon Drive, Kansas City, Missouri, and 600 surface parking spaces, as well as 40 spaces for visitors, 20 secured spaces and 20 spaces for the [REDACTED] to be included as part of the rental consideration, to be used for such general office purposes as determined by the General Services Administration.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on March 1, 2010 through February 28, 2020. This lease shall replace lease number GS-06P-79048; the effective date of this lease shall occur on the date following the termination of GS-06P-79048.

3. The Government shall pay the Lessor annual rent of \$\_\_\_\_\_ at the rate of \$\_\_\_\_\_ per month in arrears for years 1-2; \$\_\_\_\_\_ (\$\_\_\_\_\_/RSF) at the rate of \$\_\_\_\_\_ per month in arrears for years 3-4; \$\_\_\_\_\_ (\$\_\_\_\_\_/RSF) at the rate of \$\_\_\_\_\_ per month in arrears for years 5-6, and \$\_\_\_\_\_ (\$\_\_\_\_\_/RSF) at the rate of \$\_\_\_\_\_ per month in arrears for year 7. Rent for a lesser period shall be prorated. Rent checks shall be made payable to: ~~This paragraph is deleted in its entirety and replaced by Paragraph 9.~~

4. The Government may terminate this lease at any time in whole or in part on or after \_\_\_\_\_ by giving at least \_\_\_\_\_ 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. ~~This paragraph is deleted in its entirety.~~

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**  
~~provided notice be given in writing to the Lessor at least \_\_\_\_\_ days before the end of the original lease term or any renewal term; all other terms and conditions of this lease shall remain the same during any renewal term. Said notice shall be computed commencing with the day after the date of mailing.~~

6. The Lessor shall furnish to the Government, as part of the rental consideration, those facilities, services, supplies, utilities, and maintenance in accordance with SFO 7MO2036 dated 3/12/2008. The parties acknowledge that Government has occupied the Premises most recently under Lease #GS-06P-79048, and Government will continue in possession and control over the Premises, which were designed pursuant to Government's specifications and are currently in good condition and satisfactory to Government as now configured and finished.

7. The following are attached and made a part hereof:

- Pages 3 and 4 containing paragraphs 10-26 to Lease GS-06P-80034 (2 pages)
- Attachment 1, Janitorial Requirements (33 pages)
- Attachment 2, Fire Protection Requirements (6 pages)
- Solicitation For Offers 7MO2036 (25 pages)
- General Clauses GSA Form 3517B (Rev.11/05) (33 pages)
- Representations and Certifications GSA Form 3518 (Rev. 1/07) (7 pages)

8. The following changes were made in this lease prior to its execution:

- a. Paragraphs 3 was deleted and replaced by paragraph 9; 4 and 5 were deleted in their entirety.

9. The Government shall pay the Lessor annual rent payable monthly in arrears at the following rate:

<u>TERM</u>	<u>RSF</u>	<u>ANNUAL</u>	<u>MONTHLY</u>
3/1/10 - 2/28/20	327,865	\$	\$
Base rent		\$5,645,835.30	\$470,486.28
O&M - generator, Shelter Area		\$ 11,250.00	\$ 937.50
Total Rent		\$5,657,085.30	\$471,423.78

Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

HPI/GSA-3C, LLC  
 c/o HPI Management, LP  
 100 N. Tryon St., Suite 5500  
 Charlotte, NC 28202-4000

(See attached Pages 3 and 4 and Attachments 1 and 2)

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

LESSOR HP/GSA-3C, LLC BY: HPI/GSA PROPERTIES THREE, LP ITS: MEMBER  
 BY: HPI/GSA PROPERTIES THREE, LLC ITS: GENERAL PARTNER

BY \_\_\_\_\_  
 (Signature)

DAVID GIVNER  
 MANAGING MEMBER

\_\_\_\_\_  
 (Signature)

33 EAST 33<sup>RD</sup> STREET  
 SUITE 1206  
 NEW YORK NY 10016

\_\_\_\_\_  
 (Signature) ALAN ILBERMAN

\_\_\_\_\_  
 (Address)

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

BY \_\_\_\_\_

Contracting Officer

\_\_\_\_\_  
 (Official title)

10. In accordance with Paragraph 1.3.B of SFO 7MO2036, the base year real estate taxes shall be established as 2001.

11. In accordance with SFO Paragraph 1.3.F, the percentage of Government occupancy is established as 100.00%.

12. In accordance with SFO Paragraph 1.9, a Common Area Factor of 1.01041962 shall be used for conversion of ANSI/BOMA office area (usable) square feet to rentable square feet.

13. The Government shall be responsible for payment of all electrical utility charges directly to the appropriate utility company.

14. The annual base cost of services subject to CPI escalations is established as \$1,084,456.90, (\$3.342/usf). The base date for purposes of escalation shall be March 1, 2000.

15. The cost for overtime usage of the HVAC system is specified as follows: the Government shall pay a flat rate of \$15.00 per hour for the first 400 hours of overtime HVAC usage in each calendar year. The Lessor shall charge and the Government shall pay a flat rate of \$50.00 per hour of overtime HVAC requested and provided in excess of 400 hours per calendar year.

16. The Lessor shall provide, as part of the rental consideration, operation and maintenance services for the standby generator which has been added to the facility during the term of the first lease. Furthermore, the rental rate includes maintenance services for the Shelter Area. The Lessor shall maintain the Shelter Area until the end of its useful life or expiration of the Lease term or any extensions thereof, whichever comes first, upon which the Government shall be responsible for the cost of replacing or disassembling and restoring the Shelter Area. The operating and maintenance expense for the generator and Shelter Area will be added to the base operating expense for which CPI increases will be calculated.

17. The Lessor shall provide maintenance of the Liebert Cooling Units throughout the building for the term of the lease.

18. The Lessor shall also provide maintenance of perimeter security alterations installed in 2006 as outlined in SLA #27 of Lease Number GS-06P-79048. Government shall pay Lessor for such maintenance via annual lump sum payments upon receipt of a proper invoice, beginning in 2010. These services shall total \$17,360 in 2010; this figure will be escalated each year by 3% throughout the term of this lease. A subsequent Supplemental Lease Agreement shall be prepared to establish invoicing procedures.

19. The Lessor shall, at its expense, between March 1, 2009 and February 28, 2012, replace all carpeting with carpeting of a quality similar to the existing carpeting and repaint the walls at the Lease premises using paint of a quality similar to the existing paint. Replacement shall include the moving and returning of furnishings. Work shall be performed after normal working hours as defined in the SFO. The Government shall give reasonable advance written notice to the Lessor specifying when within that time period the carpeting and painting shall be performed.

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Lessor Government

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20. Security systems and procedures at this facility are established by the Government. Lessor shall cooperate and coordinate efforts to comply with security measures in place at the commencement of this lease term and will make reasonable efforts to comply with future security requirements throughout the term of the lease.

Furthermore, specific security paragraphs of SFO 7MO2036 are hereby revised as follows: Requirements outlined in Paragraph 7.21, Dedicated HVAC for Lobbies, Mailrooms and Loading Docks; 7.23, Secure Return Air Grilles; and 7.27, [REDACTED], are waived as such systems are not included in the existing building design. If the Government elects to make building modifications at a later date to accommodate these features, it will do so at Government expense.

21. The Government hereby waives the option negotiated in the 2005 Settlement Agreement to construct another building of approximately 13,000-15,000 square feet for computer and mail operations.

22. Whereas this leased facility was constructed in 2000 according to current fire protection and life safety standards; the Government has occupied this facility continuously since that date; local code inspections have been successfully completed each year of occupancy; and independent Government surveys have revealed no significant adverse findings, the facility's existing fire protection and life safety features and systems are acceptable as of the date of this agreement.

23. Paragraph 2, Subletting and Assignment, of the General Clauses, GSA Form 3517, is deleted and replaced with the following:

"The Government may sublet any part of the premises or assign this lease but shall not be relieved from any obligations under this lease by reason of any such subletting or assignment. Any such subletting or assignment shall be subject to the prior written consent of the Lessor which shall not be unreasonably withheld or delayed."

24. The Lessor shall provide all labor, material and supervision to maintain the structure, roof, walls, windows, doors and other necessary building appurtenances to provide watertight integrity, structural soundness and acceptable appearance.

25. The Lessor shall furnish all labor, material and supervision to maintain all mechanical and electrical equipment and systems in satisfactory condition, and shall provide reliable service, correct disturbing noises or exposure to fire or safety hazards. All local, state and national code requirements shall be met and displayed on boilers, unfired pressure vessels, elevators, or any other items for where certification is required.

26. The Lessor waives restoration for all alterations necessary in the building unless otherwise stated in subsequent supplemental lease agreements.

Initials: Ab & SS  
Lessor Government

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