

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

DATE OF LEASE **JUL 06 2011** LEASE NO. **GS-06P-80117**

THIS LEASE, made and entered into this date by and between Bridger Asset Management, LLC as authorized agent from the Owners of the Premises, as set forth more specifically in Exhibit A.

whose address is 100 Shoreline Highway, Building B Suite 100  
MILL VALLEY, CA 94941-3680

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:

- The Lessor hereby leases to the Government the following described premises:

A total of 23,051 rentable square feet (RSF) of office and related space, which yields 20,581 ANSI/BOMA Office Area square feet (USF) of space on the 6<sup>th</sup> and 7<sup>th</sup> floors (as described in Exhibit B attached hereto) in the Northpointe Tower building at 10220 NW Ambassador Road, Kansas City, Missouri, 64153-2328 (as described in Exhibit C 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 16 on-site reserved surface parking spaces for the exclusive use of Government employees and patrons.

- 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 60 calendar days after lease award.

- 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
1-5	\$ 254,267.39	\$ 126,337.00	\$17,025.36	\$ 397,629.75	\$ 33,135.81
6-10	\$ 300,106.50	\$ 126,337.00	\$ -	\$ 426,443.50	\$ 35,536.96

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:

Bridger Asset Management, LLC as authorized agent from the Owners of the Premises, as set forth more specifically in Exhibit A.  
100 Shoreline Highway, Building B Suite 100  
MILL VALLEY, CA 94941-3680

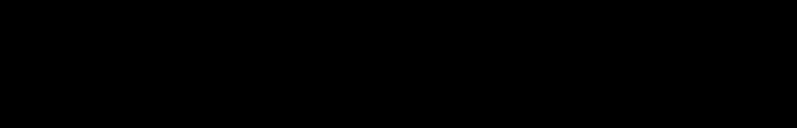
IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

**LESSOR**

SIGNATURE BR  NAME OF SIGNER **PAUL O'REAR**

ADDRESS **100 Shoreline Hwy, Suite 100B, Mill Valley, CA 94941**

IN THE  NAME OF SIGNER **Wendy Sadeh**

 OF AMERICA  
E OF SIGNER **KORY HOCHLER**  
SPECIAL TITLE OF SIGNER **CONTRACTING OFFICER**

4. The Government may terminate this lease in whole or in part at any time after the 5<sup>th</sup> year 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. 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 8MO2124 dated August 10, 2009.
  - B. Build out in accordance with standards set forth in SFO 8MO2124 dated August 10, 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 8MO2124, dated August 10, 2009;
  - B. GSA Form 3517 entitled GENERAL CLAUSES (Rev. 11/05)
  - C. GSA Form 3518 entitled REPRESENTATIONS AND CERTIFICATIONS (Rev. 1/07)
  - D. [REDACTED] - Performance Specifications
  - E. [REDACTED] Scope of Work - 6<sup>th</sup> floor and 7<sup>th</sup> floor
  - F. Exhibit A - Recorded Owners of Premises
  - G. Exhibit B - Base Plans
  - H. Exhibit C - Legal Description
7. Rent includes a Tenant Improvement Allowance of \$69,153.00 to be amortized through the rent over the initial 60 months of the Lease (60 months) at the rate of 8.5%. 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 and continue until the credit has been fully recaptured.
9. In accordance with SFO paragraph 4.2, *Tax Adjustment*, the percentage of Government occupancy is established as 23.67%.
10. In accordance with SFO paragraph 4.3, *Operating Costs*, the escalation base is established as \$126,337.00 per annum.
11. In accordance with SFO paragraph 4.1, *Measurement of Space*, the common area factor is established as 1.12 (23,051 RSF / 20,581 USF).
12. In accordance with SFO paragraph 4.4, *Adjustment for Vacant Premises*, the adjustment is established as \$1.00/USF for vacant space (rental reduction).
13. In accordance with SFO Paragraph 4.6, *Overtime Usage*, the rate for overtime usage is established as \$40.00 per hour.

Initials	
Govt	Lessor
[Signature]	[Signature]

- 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.

Initials	
PRV	PO