

U.S. GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE

SEP 02 2011

LEASE NO.

GS-06P-90090

THIS LEASE, made and entered into this date by and between TWP Holdings, LLC

whose address is 1100 Walnut Street, Suite 2000
Kansas City, MO 64106-2126

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 19,484 rentable square feet (RSF) of office and related space, which yields 16,995 ANSI/BOMA Office Area square feet (USF) of space on the eighth (8th) floor of the building located at 1201 Walnut Street, Kansas City, MO 64106-2175 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 eighty-four (84) reserved, secured rooftop 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 ten (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 eighty (80) working days subsequent to the Government's Notice to Proceed for Construction of Tenant Improvements.

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

Year	Base Shell	Parking [1]	Base Cost of Services	Tenant Improvement Allowance	Total Annual Rent	Total Monthly Rent
1-10	\$ 216,968.26	\$ 65,520.00	\$ 89,403.00	\$ 35,518.74	\$ 407,410.00	\$ 33,950.83

[1] Parking is calculated at a rate of \$780.00 per space per year (84 spaces x \$780.00 = \$65,520.00).

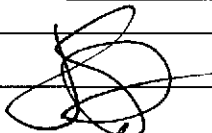
Rent shall be adjusted in accordance with the provisions of the Solicitation for Offers and General Clauses. Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

TWP Holdings, LLC
1100 Walnut Street, Suite 2000
Kansas City, MO 64106-2126

4. The Government may terminate this lease in whole or in part at any time after the fifth (5th) year by giving at least ninety (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.

LESSOR: TWP HOLDINGS, LLC

SIGNATURE

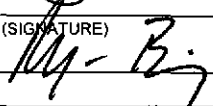


NAME OF SIGNER

JON COPAKEN, VICE PRESIDENT

ADDRESS

IN THE PRESENCE OF (SIGNATURE)



NAME OF SIGNER

UNITED STATES OF AMERICA

SIGNATURE



NAME OF SIGNER

KORY R. HOCHLER

OFFICIAL TITLE OF SIGNER

CONTRACTING OFFICER

AUTHORIZED FOR LOCAL REPRODUCTION
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STANDARD FORM 2 (REV. 12/2006)
Prescribed by GSA - FPR (41 CFR) 1-16.60



5. The Lessor shall furnish to the Government, as part to the rental consideration, the following:
 - A. The eighty-four (84) parking spaces described in Paragraph 1 and parking spaces required by local code.
 - B. All labor, materials, equipment, design, professional fees, permit fees, inspection fees, utilities, construction drawings (including, without limitation, plans and specifications), construction costs and services and all other similar costs and expenses associated with making the space, common areas, and related facilities ready for occupancy in accordance with the requirements of this lease and the Government's final construction drawings; provided that the Government shall make payments for lump sum items identified in the attachment sheets in the amounts specified therein. Rent is subject to adjustment in accordance with Paragraph 3.3, "Tenant Improvement Rental Adjustment" of the SFO. All cost associated with services, utilities, maintenance, repair, replacement, inspections, improvements and other requirements as required by the Solicitation For Offers No. 9MO2117 and its attachments.
 - C. Adequate space for telecommunications antennae and transmission devices in accordance with Paragraph entitled, "Telecommunications: Local Exchange Access," of the Solicitation for Offers.
6. The following are attached and made a part hereof:
 - A. Solicitation for Offers 9MO2117 dated 02/28/2011;
 - B. Amendment 1 to SFO 9MO2117, dated 03/07/2011;
 - C. Amendment 2 to SFO 9MO2117, dated 04/28/2011
 - D. GSA Form 3517 entitled GENERAL CLAUSES (Rev. 11/05)
 - E. GSA Form 3518 entitled REPRESENTATIONS AND CERTIFICATIONS (Rev. 1/07)
 - F. Exhibit A – Base Plans
7. Rent includes a Tenant Improvement Allowance of \$254,925.00 to be amortized through the rent over the full term of the Lease (120 months) at the rate of 7.00%. If the Government elects to exercise its termination rights, no lump sum costs will be due to the Lessor for unamortized tenant improvements. 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 2.4, *Broker Commission and Commission Credit*, CB Richard Ellis, Inc. ("CBRE") is the authorized real estate broker representing GSA in connection with this lease transaction. The Lessor and CBRE have agreed to a cooperating lease commission of [REDACTED] percent of the firm term value of this lease, less the cost of the secured, reserved parking, which is calculated at \$780.00 per space per year or [REDACTED]. 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 2.4, only [REDACTED] which is [REDACTED] of the Commission, will be payable to CBRE 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.

First month's rental payment of \$33,950.83 minus the prorated commission credit of [REDACTED] equals [REDACTED] (adjusted first month's rent).
9. In accordance with SFO paragraph 4.1, *Measurement of Space*, the common area factor is established as 1.146 (19,484 RSF / 16,995 USF).
10. In accordance with SFO paragraph 4.2, *Tax Adjustment*, the percentage of Government occupancy is established as 4.07% (19,484 RSF / 479,073 RSF).
11. In accordance with SFO paragraph 4.3, *Operating Costs Base*, the escalation base is established as \$89,403 per annum.
12. In accordance with SFO paragraph 4.4, *Adjustment for Vacant Premises*, the adjustment is established as \$1.12/USF for vacant space (rental reduction).
13. In accordance with SFO Paragraph 4.6, *Overtime Usage*, the rate for overtime usage is established as \$25.00 per hour beyond the normal hours of operation of 6:00 AM to 6:00 PM Monday through Friday and

Saturday from 8:00 AM to 1:00 PM. Areas requiring 24/7 HVAC will be provided at no additional cost to the Government.

14. Cleaning services requiring access to the Government's leased space shall be performed in accordance with SFO paragraph 4.8, *Janitorial Services*.
15. In accordance with SFO paragraph 5.12, Floor Plans after Occupancy, the Lessor shall provide one (1) copy of CAD as built drawings on CD-ROM to the contracting officer within ten (10) working days of completion of construction.
16. Wherever the words "offeror" or "successful offeror" appear in this Lease, they shall be deemed to mean "Lessor"; wherever the words "solicitation", "solicitation for offers", or "SFO" appear in this lease, they shall be deemed to mean "this lease"; wherever the words "space offered for lease" appear in this lease, they shall be deemed to mean "leased premises."
17. If, during the term of this lease including extensions, title to this property is transferred to another party either by sale, foreclosure, condemnation or other transaction, the Lessor (transferor) shall promptly notify the Contracting Officer of said transfer. The following information shall accompany this notification:
 - A. A certified copy of the deed transferring title to the property from the Lessor to the new owner.
 - B. A letter from the new owner assuming, approving, and agreeing to be bound by the terms of this lease.
 - C. A letter from the Lessor waiving all rights under this Lease against the Government up to the effective date of the transfer.
 - D. The new owner's tax identification number (TIN#) or social security number.
 - E. The new owner's DUNS#
 - F. The new owner's full legal name. If a corporation, indicate the state of incorporation. If a partnership, list all parties fully. If a limited partnership, list all general partners and identify under the laws of which state the limited partnership is created. If a realty trust, give names of all trustees and the recording date of the trust.
 - G. A Novation Agreement.
 - H. The new owner must provide a new GSA Form 3518.

The foregoing information must be received by the fifteenth day of the month in which the transfer of title will be affected. The rent for that month, adjusted in accordance with the effective date of the transfer will be processed to the Lessor. Initial rental payment, including the applicable portion of rent for the month during which the transfer occurred, to the new owner will be processed on the first day of the month following the transfer of title. If the notification of transfer and related information is not received until the sixteenth day of the month (or later), in which the transfer of title will be affected, the full contract rental for that month will be forwarded to the Lessor. In any instance, failure to submit the documentation required for transfer of title will result in a stop payment of rent until such time as all documentation is received by the Contracting Officer.

18. The Lessor shall not enter into negotiations concerning the space leased or to be leased with representatives of federal agencies other than the officers or employees of the U.S. General Services Administration or personnel authorized by the Contracting Officer.
19. Within 5 days of lease occupancy, the Lessor shall provide the tenant agency representative (with a copy forwarded to the GSA Government Representative), on site, a copy of the name and phone number of maintenance personnel in order that any cleaning, maintenance, janitorial, etc. problems can be taken care of immediately.
20. This lease, upon execution, contains the entire agreement of the parties and no prior written or oral agreement, expressed or implied, shall be admissible to contradict the provisions of this lease. Wherever there is a conflict between the SF-2 and the SFO, the SF-2 shall take precedence.
21. In accordance with SFO Paragraph 8.3, *Energy Efficiency and Conservation*, Lessor agrees to install energy efficient light bulbs and low-flow faucets throughout the building as tenants roll.
22. The Government agrees to accept the current toilet fixture configuration "as is" which includes a men's restroom with two (2) urinals, two (2) water closets and three (3) sinks, a women's restroom with four (4) water closets and three (3) sinks, and one (1) unisex handicapped facility with one (1) toilet and one (1) sink.
23. The Lessor is a Limited Liability Company and is a small business. The Tax Identification Number is [REDACTED] The DUNS number is 801865486. The signatory authority for Lessor is Jon Copaken.

INITIALS: jc LESSOR & KMT GOV'T

24. The Tenant Improvement Fee Schedule is as follows and Lessor agrees not to exceed these figures:
- A. The General Conditions will not exceed 5.00% of the total subcontractor's costs.
 - B. The General Contractors fee will not exceed 5.00% of the total subcontractor's costs.
 - C. Architectural and Engineering fees will not exceed \$1.50 per Usable Square Feet.
 - D. Lessor's Project Management fees will not exceed 3.00% of the total subcontractor's costs.

INITIALS: *JK* LESSOR & *Govt* GOVT