

U.S. GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE

FEB 17 2011

LEASE NO.

GS-06P-90070

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

whose address is 3630 BRIARCLIFF ROAD
KANSAS CITY, MO 64116-1761

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 9,178 rentable square feet (RSF) of office and related space, which yields 8,120 ANSI/BOMA Office Area square feet (USF) of space (as described in Exhibit A attached hereto) in the building at 8620 N. Green Hills Road, Kansas City, Missouri, 64154-1912 (as described in Exhibit B 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 38 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 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 180 calendar days after the Contracting Officer issues the Tenant Improvement Notice to Proceed.

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

Year	Shell	Base Cost of Services	Building-Specific Security	Tenant Improvement Allowance	Total Annual Rent	Total Monthly Rent
1-5	\$ 115,139.92	\$ 63,787.00	\$ 6,442.08	\$ 61,008.00	\$ 246,377.00	\$ 20,531.42
6-7	\$ 124,317.92	\$ 63,787.00	\$ 6,442.08	\$ 61,008.00	\$ 255,555.00	\$ 21,296.25
8-10	\$ 191,768.00	\$ 63,787.00	\$ -	\$ -	\$ 255,555.00	\$ 21,296.25

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:

NOAK, LLC
3630 BRIARCLIFF ROAD
KANSAS CITY, MO 64116-1761

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

SIGNATURE	LESSOR
	NAME OF SIGNER <i>Nicholas McFee</i>
SIGNATURE	NAME OF SIGNER <i>Keisti Stuedle</i>
	UNITED STATES OF AMERICA
SIGNATURE	NAME OF SIGNER KORY HOCHLER
	OFFICIAL TITLE OF SIGNER CONTRACTING OFFICER

4. The Government may terminate this lease in whole or in part at any time after the 7th year 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:
- Those facilities, services, supplies, utilities, and maintenance in accordance with SFO 9MO2042 dated August 21, 2009, as amended.
 - Build out in accordance with standards set forth in SFO 9MO2047 dated January 5, 2010, as amended, and the Government's design intent drawings. The Government's design intent drawings shall be developed subsequent to award.
 - 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:
- Solicitation for Offers 9MO2047, dated January 5, 2010;
 - GSA Form 3517 entitled GENERAL CLAUSES (Rev. 11/05)
 - GSA Form 3518 entitled REPRESENTATIONS AND CERTIFICATIONS (Rev. 1/07)
 - ██████████ - Special Requirements
 - Exhibit A - Base Plans
 - Exhibit B - Legal Description
7. Rent includes a Tenant Improvement Allowance of \$331,458.40 to be amortized through the rent over the initial firm term of the Lease (84 months) at the rate of 7.5%. 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. Rent includes a Building-Specific Security Allowance of \$35,000.00 to be amortized through the rent over the initial firm term of the Lease (84 months) at the rate of 7.5%. In accordance with SFO paragraph 3.3, *Tenant Improvements Rental Adjustment*, the actual cost of Building-Specific Security shall be reconciled and rent adjusted accordingly.
9. In accordance with SFO paragraph 2.4, *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 ██████████ of the firm term value of this lease ("Commission"). The total amount of the Commission is ██████████. 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 ██████████, which is ██████████ of the Commission, will be payable to Studley when the Lease is awarded. The remaining ██████████, which is ██████████ 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 as indicated in this schedule for adjusted Monthly Rent:
- First Month's Shell is \$9,594.99 minus the Commission Credit of ██████████ First Month's adjusted Gross Monthly Rental Payment is ██████████).
- Second Month's Shell is \$9,594.99 minus the Commission Credit of ██████████ Second Month's adjusted Gross Monthly Rental Payment is ██████████).
- Third Month's Shell is \$9,594.99 minus the Commission Credit of ██████████ Third Month's adjusted Gross Monthly Rental Payment is ██████████).
- Fourth Month's Shell is \$9,594.99 minus the Commission Credit of ██████████ Fourth Month's adjusted Gross Monthly Rental Payment is ██████████).
10. In accordance with SFO paragraph 4.2, *Tax Adjustment*, the percentage of Government occupancy shall be 100%.
11. In accordance with SFO paragraph 4.3, *Operating Costs*, the escalation base is established as \$63,787.00 per annum, based on \$6.9499 per rentable square foot.

12. In accordance with SFO paragraph 4.1, *Measurement of Space*, the common area factor is established as 1.1303 (9,178 RSF / 8,120 USF).
13. In accordance with SFO paragraph 4.4, *Adjustment for Vacant Premises*, the adjustment is established as \$2.00/USF for vacant space (rental reduction).
14. In accordance with SFO Paragraph 4.6, *Overtime Usage*, the rate for overtime usage is established as \$45.00 per hour.
15. In accordance with SFO paragraph 5.15, *Floor Plans After Occupancy*, 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.
16. 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.
17. All information submitted by the Lessor during negotiations, including but not limited to plans renderings, specifications, etc. are incorporated by reference.

