

**SIXTH AMENDMENT TO AND
COMPLETE RESTATEMENT OF OFFICE LEASE**

THIS SIXTH AMENDMENT TO AND COMPLETE RESTATEMENT OF OFFICE LEASE is made as of December __, 2017, between **RENAISSANCE NORTHEAST, LLC**, a Missouri limited liability company (“Landlord”), and **THE CITY OF KANSAS CITY, MISSOURI**, a constitutional charter city and a political subdivision organized and existing under the laws of the State of Missouri (“Tenant”), with respect to the following facts and objectives:

A. Landlord is the owner of the building previously commonly known as the University Hospital building and now known as Century Towers, located at 612-614 Garfield, Kansas City, Missouri, together with the land upon which it is situated, together with appurtenant parking facilities (such building and land being herein referred to as the “Building”);

B. Landlord and Tenant have entered into that certain Lease (the “Original Lease”) with a Commencement Date of February 15, 2002 by which Landlord has agreed to lease to Tenant and Tenant has agreed to lease from Landlord space in the Building (as further defined herein, the “Premises”), a certain Second Amendment of Lease dated March 1, 2011, a Fourth Amendment of Lease dated in 2004 (there was no Third Amendment of Lease) and a certain Fifth Amendment to Lease dated October 24, 2010, said Original Lease as so amended being herein referred to as the “Lease” and being herein fully incorporated herein by this reference thereto; and

C. The parties hereto now desire to further modify certain of the provisions of the Lease and to restate the Lease as more fully herein provided.

NOW, THEREFORE, For and in consideration of the mutual covenants and agreements hereinafter set forth, Landlord and Tenant agree with each other that the Lease shall be modified, amended and restated in its entirety as follows:

The following schedule of basic terms (the “Schedule”) sets forth certain basic terms of the Lease:

SCHEDULE OF BASIC TERMS

Premises:	A portion of Floor 1 (containing approximately 81,607 square feet) and a portion of Floor 2 (containing approximately 69,152 square feet) of the Building, aggregating 150,759 square feet for purposes of this Lease and the non-exclusive use by Tenant of the second and tenth floor roofs (the “Roof Areas”). Said Premises are more fully described and depicted in Exhibit A attached hereto.
Annual Base Rent:	Nine Hundred Eighty-Five Thousand Nine Hundred Sixty-Four Dollars (\$985,964) per year.
Monthly Base Rent:	Eighty-Two Thousand One Hundred Sixty-Three and 67/100 Dollars

(\$82,163.67) per month, payable in advance on the first day of each month.

Tenant's Proportionate Share: Thirty-Two and 937/1000 percent (32.937%).

Roof Areas Rent: Fourteen Thousand Nine Hundred Seventy-Nine Dollars and Twelve Cents (\$14,979.12) per year, payable in monthly installments of One Thousand Two Hundred Forty-Eight Dollars and Twenty-Six Cents (\$1,248.26), subject to three percent (3%) increase each June 1 during the term of the Lease.

Term: One (1) year beginning on the Commencement Date subject to Renewal Options.

Commencement Date: February 15, 2002

Expiration Date: February 15, 2018, subject to later expiration based upon Renewal Options.

Security Deposit: None

Renewal Options: Twenty-One (21) separate successive One (1) Year renewal options commencing February 15, 2018, as to the whole Premises (each a "Renewal Option" and in the plural "Renewal Options"), exercisable in the manner more fully hereinafter set forth.

1. PREMISES.

1.1 Lease of Premises. Landlord hereby rents, leases and lets the Premises to Tenant, and Tenant hereby rents, leases and takes the Premises from Landlord, for the Initial Term and Term and upon payment of the Rent hereinafter set forth.

1.2 Roof Areas. The Roof Areas comprising a part of the Premises shall be subject to the following provisions:

(a) Tenant shall have the reasonable nonexclusive use of the 2nd and 10th floor roofs to install radio masts, antennae and satellite reception dishes reasonable necessary or useful in the conduct of business upon and within the Building. Tenant will obtain written permission from Time Warner Cable of Kansas City stating that any future installations of satellite reception dishes and related equipment permitted hereunder for the exclusive use of the Emergency Operations Center does not conflict with any agreement between Time Warner Cable of Kansas City and the Landlord.

(b) The Tenant has installed a flagpole on the 10th floor roof helipad and provide American flags for display. The Landlord shall install and maintain lighting for display of the American flag at night.

(c) If the use of any part of the Roof Areas is needed for a business purpose of the Building or any other tenant, then Tenant shall do whatever is reasonably necessary to allow such use at Tenant's expense. Further, it is the intent of the parties that only so much of the Roof Areas as are within the actual footprint of the Tenant's equipment and apparatus be used by it, and that the balance of the Roof Areas be reasonably situated and available for the use by others; the Tenant will reasonably cooperate with Landlord to that end and Tenant agrees to use all reasonable efforts in good faith to accomplish a reasonable accommodation should conflict arise for other uses in the Roof Areas. If, however, should the conflict not be resolved, the Tenant agrees to remove any equipment or apparatus that causes or results in such conflict, or at Tenant's sole discretion, agrees to pay additional rent based on the rent proposed for the use made unavailable because of such conflict.

2. SECURITY DEPOSIT. [Not Applicable].

3. TERM.

3.1 Basic Term. Subject to the other provisions hereof, the Term shall commence on the Commencement Date. The Term shall begin on the Commencement Date and end on the Expiration Date.

3.2 Renewal Options. Provided it has exercised all previous Renewal Options applicable thereto, Tenant may elect to extend the Term for a one-year period by exercising a Renewal Option. If Landlord has not received from Tenant at least sixty (60) days prior to the end of the then current Term written notice advising Landlord that Tenant will not exercise its available Renewal Options, Tenant shall be deemed to have exercised a Renewal Option to extend the Term for one additional year subject to all of the provisions hereof.

If at any time Tenant does not validly exercise an available one-year Renewal Option, or does not validly budget and appropriate funds sufficient to pay all Rent due during such one-year extension of the Term pursuant to such exercised Renewal Option, it shall thereupon become obligated to pay to Landlord forthwith a termination charge equal to 50% of the total sum of the (1) Annual Base Rent; (2) Annual Roof Areas Rent; and (3) Adjustment Rent, that would otherwise be payable for the Term if it had been extended for the balance of the one-year Renewal Options then remaining prior to such nonexercise. For these purposes, Annual Base Rent and Roof Areas Rent shall be those rents then currently payable under the Lease and the Adjustment Rent shall be the annual average of the Adjustment Rent paid by Tenant for the three (3) immediately preceding lease years prior to the termination date.

4. RENT.

4.1 Definitions. For purposes of this Lease, the following terms shall have the following meanings:

(a) "Expenses" shall mean all expenses, costs and disbursements (other than Taxes and Utilities) paid or incurred, directly or indirectly, by Landlord in connection with the ownership, management, maintenance, operation, replacement and repair of the Building. Expenses shall not include: (i) costs of tenant alterations; (ii) costs of capital improvements (except for costs of any capital improvements made or installed for the purpose of reducing Expenses or made or installed pursuant to governmental requirement, or insurance requirement, or costs, charges and expenses incurred in connection with the change of any utilities services provider, which costs shall be expensed or amortized by Landlord in accordance with sound accounting and management principles and included in Expenses); (iii) interest and principal payments on mortgages (except interest on the cost of any capital improvements for which amortization may be included in the definition of Expenses) or any rental payments on any ground leases (except for rental payments which constitute reimbursement for Taxes and Expenses); (iv) advertising expenses and leasing commissions; (v) any cost or expenditure for which Landlord is reimbursed, whether by insurance proceeds or otherwise, except through Adjustment Rent (hereinafter defined); (vi) the cost of any kind of service furnished to any other tenant in the Building which Landlord does not generally make available either to Tenant or to substantially all other tenants in the Building; and (vii) legal expenses of negotiating leases. Expenses shall be determined on a cash or accrual basis, as Landlord may elect.

(b) "Rent" shall mean Base Rent, Adjustment Rent, the Roof Areas Rent and any other sums or charges payable by Tenant hereunder.

(c) "Taxes" shall mean all taxes, assessments and fees levied upon the Building, the property of Landlord located therein or the rents collected therefrom, by any governmental entity based upon the ownership, leasing, renting or operation of the Building, including all costs and expenses of protesting any such taxes, assessments or fees. Taxes shall also include payments made in lieu of taxes or assessments, whether by way of illustration and not limitation so-called PILOTs under a tax increment redevelopment plan or otherwise. Taxes shall not include any net income, capital stock, succession, transfer, franchise, gift, estate or inheritance taxes; provided, however, if at any time during the Term, a tax or excise on income is levied or assessed by any governmental entity, in lieu of or as a substitute for, in whole or in part, real estate taxes or other ad valorem taxes, such tax shall constitute and be included in Taxes. For the purposes of determining Taxes for any given year, the amount to be included for such year (i) from special assessments payable in installments shall be the amount of the installments (and any interest) due and payable during such year, and (ii) from all other Taxes shall at Landlord's election either be the amount accrued, assessed or otherwise imposed for such year or the amount due and payable in such year.

(d) "Utilities" shall mean all public utilities, including, but not limited to, electricity, water, and natural gas which serve the Premises or the Building. Utilities shall not, however, include such public utilities which are brought separately to the Premise and which do serve only the Premises, whether in the name and for the account of Tenant or Landlord.

(e) "Tenant's Proportionate Share" shall mean the percentage set forth in the Schedule which the parties agree is the result of dividing the square feet in the Premises by the square feet in the Building. For the purposes of these calculations, it is agreed that the Premises contain 150,729 square feet and the Building contains 457,725 square feet.

4.2 Components of Rent. Tenant agrees to pay the following amounts to Landlord at the office of the Building or at such other place as Landlord designates:

(a) Base Rent ("Base Rent") to be paid in monthly installments in the amount set forth in the Schedule in advance on or before the first day of each month of the Term, except that Tenant shall pay the first month's Base Rent upon execution of this Lease. If a sufficient number of Renewal Options are exercised, the Base Rent for the second five (5) lease years of the Term shall be increased to one hundred four (104%) percent of the Base Rent for the preceding five lease years; if a sufficient number of Renewal Options are exercised, the Base Rent for the third five (5) lease years of the Term shall be increased to one hundred four (104%) percent of the Base Rent for the preceding five lease years; and, if a sufficient number of Renewal Options are exercised, the Base Rent for the fourth five (5) years of the Term shall be increased to one hundred four (104%) percent of the Base Rent for the preceding five lease years;

(b) Adjustment Rent ("Adjustment Rent") in an amount equal to, first, Tenant's Proportionate Share of Expenses for any calendar year, second, Tenant's Proportionate Share of the Taxes and Utilities for any calendar year, and, third, the total of amounts paid by Landlord for utilities separately furnished to the Premises for any lease year. The Adjustment Rent, with respect to each calendar year, shall be paid in monthly installments, in an amount estimated from time to time by Landlord and communicated by written notice to Tenant, which estimate may be revised to reflect, without limitation:

(i) Increases and anticipated increases in Expenses during any period. Landlord shall cause to be kept books and records showing Expenses in accordance with an appropriate system of accounts and accounting practices. After the end of each lease year, Landlord shall deliver to Tenant a report setting forth the actual Expenses for such calendar year, and Tenant shall pay any deficiency to Landlord as shown by such statement in equal installments over the first three (3) months of the next Renewal Option term, if any. If the total of the estimated monthly installments paid by Tenant during any lease year exceeds the actual Expenses due from Tenant for such lease year, at Landlord's option such excess shall be either credited against payments next due hereunder or refunded by Landlord, provided Tenant is not then in default hereunder. Delay in computation of the Expenses or failure to deliver a statement of such amount shall not be deemed a default hereunder or a waiver of Landlord's right to collect the Expenses portion of the Adjustment Rent.

(ii) Increases and anticipated increases in Taxes and Utilities during any period. Landlord shall cause to be kept copies of all tax bills reflecting Taxes hereunder. After the end of each lease year, Landlord shall deliver to Tenant a report setting forth the actual Taxes and Utilities costs for such lease year, and Tenant shall pay any deficiency to Landlord as shown by such statement over the first three (3) months of the next Renewal Option term, if any, but otherwise upon demand therefore. If the total of the estimated monthly installments paid by Tenant during any lease year exceeds the actual Taxes and Utilities due from Tenant for such lease year, at Landlord's option such excess shall be either credited against payments next due hereunder or refunded by Landlord, provided Tenant is not then in default hereunder. Delay in computation of the Taxes and Utilities costs, or failure to deliver a statement of such amount, shall not be deemed a

default hereunder or a waiver of Landlord's right to collect the Taxes and Utilities portion of the Adjustment Rent.

(iii) Notwithstanding the foregoing, for the purposes of calculating Tenant's Proportionate Share of Expenses and any resulting Adjustment Rent, increases in Controllable Expenses shall be limited to not more than four percent (4%) in any Lease year. "Controllable Expenses" shall be deemed to mean those costs and expenses incurred by Landlord in connection with the Office Lease and/or Building, the frequency and/or amount of which are reasonably within and subject to Landlord's control, such as, by way of illustration and not limitation the management fees applicable to the Building. Landlord shall consult with Tenant in good faith regarding the operations of the Building, Expenses and Controllable Expenses, and the Parties shall cooperate in good faith to minimize any increases in Expenses consistent with Landlord's obligations under the Lease.

(c) Roof Areas Rent shall be paid in monthly installments in the amount as set forth in the Schedule (subject to any applicable increases as provided herein) in advance on the first day of each month of the Term.

4.3 Payment of Rent. The following provisions shall govern the payment of Rent: (i) if this Lease commences or ends on a day other than the first day or last day of a calendar year, respectively, the Rent for the year in which this Lease so begins or ends shall be prorated and the monthly installments shall be adjusted accordingly; (ii) all Rent shall be paid to Landlord without demand, offset, deduction or counterclaim, and the covenant to pay Rent shall be independent of every other covenant in this Lease; (iii) any sum due from Tenant to Landlord which is not paid when due shall bear interest from the Penalty Date until the date paid at the annual rate of 18% per annum, but in no event higher than the maximum rate permitted by law (the "Default Rate"); and, in addition, Tenant shall pay Landlord a late charge for any Rent payment which is paid more than two (2) days after its due date ("Penalty Date") equal to 5% of such payment except that the Landlord agrees that for the month of May, being the commencement of the Tenant's fiscal year, that the Penalty Date applicable shall be extended twenty (20) business days, and no interest, at the Default Rate or otherwise, shall apply provided that such payment is made within that twenty (20) business day period; (iv) if changes are made to this Lease or the Building changing the number of square feet contained in the Premises or in the Building, Landlord shall make an appropriate adjustment to Tenant's Proportionate Share; (v) Tenant shall have the right to inspect Landlord's accounting records relative to Expenses and Taxes and Utilities during normal business hours at any time within 30 days following the furnishing to Tenant of the annual statement of Rent Adjustment; and, unless Tenant shall take written exception to any item in any such statement within such 30-day period, such statement shall be considered as final and accepted by Tenant; (vi) in the event of the termination of this Lease prior to the determination of any Adjustment Rent, Tenant's agreement to pay any such sums and Landlord's obligation to refund any such sums (provided Tenant is not in default hereunder) shall survive the termination of this Lease; (vii) no adjustment to the Rent by virtue of the operation of the rent adjustment provisions in this Lease shall result in the payment by Tenant in any year of less than the Base Rent shown on the Schedule as increased pursuant to the provisions of paragraph 4.2(a) hereof; (viii) Landlord may at any time change the fiscal year of the Building; (ix) each amount owed to Landlord under this Lease for which the date of payment is not expressly fixed shall be due on

the same date as the Rent listed on the statement showing such amount is due; and (x) if Landlord fails to give Tenant an estimate of Adjustment Rent prior to the beginning of any calendar year, Tenant shall continue to pay Adjustment Rent at the rate for the previous calendar year until Landlord delivers such estimate. Without limitation of anything in this Lease, the fact that public assistance may be received in respect of the Building and may benefit Landlord shall not operate to reduce Expenses or limit Adjustment Rent, such as, by way of illustration and not limitation, revenue bonds secured by the revenue stream from reimbursements from payments in lieu of taxes and/or the receipt of such reimbursements directly by Landlord.

4.4 Net Rent. This Lease is intended by the parties and shall be construed to be an absolute net lease, and in no circumstances and under no conditions, whether now existing or hereafter arising, or whether within or beyond the present contemplation of the parties, shall Landlord be required to make any payment of any kind whatsoever or be under any other obligation or liability hereunder, except only as may be expressly herein set forth.

4.5 Obligations Absolute and Unconditional. The obligation to pay the Rent from legally available funds shall be absolute and unconditional subject to available appropriations, and, except as expressly herein provided, shall not be subject to any defense or any right of set off, counter claim or recoupment arising out of any breach by Landlord of this Lease or any other agreement between such parties, including without limitation any development agreement, or any subsequent owner of any interest in and to the Building, the Land and/or the Rent. Notwithstanding any dispute between Tenant and Landlord, or any other person now or hereafter entitled to or having any interest in the Rent, Tenant shall pay all Rent when due and shall not withhold payment of any Rent pending resolution of any such dispute(s). Nothing in this Lease shall be construed to release Landlord (or any successor to Landlord in respect of any right, title or interest in and to the Building, the Land and/or the Rent) of any rights or claims which Tenant may have against such persons under this Lease or otherwise, but any such recovery upon such rights and claims shall be had from such person or persons separately, it being the intent of this Lease that Tenant shall (except only as specifically provided herein) be unconditionally and absolutely obligated to perform all of its obligations, agreements and covenants under this Lease (including the obligation to make all payments of all Rent).

5. **USE.** Tenant agrees that it shall use the Premises only for general office purposes and for no other purpose, and that it will conduct its business in such manner as will not interfere with or infringe upon the rights of any other tenants in or users of the Building or disturb their quiet enjoyment or result in any type of nuisance. Tenant's total occupancy of the Premises will be within the requirements of then current zoning codes and regulations. Tenant shall comply with all federal, state, and municipal laws, ordinances and regulations and all covenants, conditions and restrictions of record applicable to Tenant's use or occupancy of the Premises. Without limiting the foregoing, Tenant shall not cause, nor permit, any hazardous, toxic or regulated substances to be brought upon, produced, stored, used, discharged or disposed of in, on or about the Premises without the prior written consent of Landlord and then only in compliance with all applicable environmental laws. Prior to changing its usage of the Premises, Tenant shall secure Landlord's written approval, which approval shall not be unreasonably withheld.

6. **CONSTRUCTION OF IMPROVEMENTS. [No Longer Applicable]**

7. **SERVICES.** So Long as Tenant is not in default (after notice and/or the expiration of any cure period), Landlord shall use reasonable diligence to furnish the following services: (i) electricity, heating and air conditioning to provide temperature and working conditions required, in Landlord's judgment, for comfortable occupancy of the Premises under normal business operations, daily from 8:00 A.M. to 5:30 P.M. (Saturday from 8:00 A.M. to 1:00 P.M.), Sundays and holidays excepted; (ii) water for drinking, and, subject to Landlord's approval, water at Tenant's expense for any office kitchen requested by Tenant; (iii) men's and women's restrooms at locations designated by Landlord and in common with other tenants of the Building; (iv) daily janitor service in the Premises and common areas of the Building, weekends and holidays excepted, including periodic outside window washing of the perimeter windows in the Premises; (v) lawn care and landscaping as required to maintain the lawn and landscaping commensurate with the surrounding property; and (vi) snow and ice removal as reasonably required in order to allow for safe and convenient usage of the Premises. As used herein, "holiday" shall include the following: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving, Christmas and any other day on which national banks are required to be closed or on which the courthouse in the local county is closed.

7.1 Telephones. Tenant shall arrange for telephone service directly with one or more of the public telephone companies servicing the Building and shall be solely responsible for paying for such telephone service. If Landlord acquires ownership of the telephone cables in the Building at any time, Landlord shall permit Tenant to connect to such cables on such terms and conditions as Landlord may prescribe. In no event does Landlord make any representation or warranty with respect to telephone service in the Building, and Landlord shall have no liability with respect thereto.

7.2 Separate Utilities. Landlord reserves the right to cause one or more of the public utilities to be separately brought to the Premise to separately serve the Premises, in which event Tenant agrees, at the election of Landlord, to open its account for such utility service and to pay directly for all such utility services consumed in the use and operation of the Premises. Further, Landlord reserves the right to cause the Premises to be heated and/or air conditioned separately from the balance of the Building, in which event Tenant agrees, at the election of Landlord, to open its account for such utility service involved in such separate heating and/or air conditioning and to pay directly for all such utility services consumed in separate heating and/or air conditioning of the Premises.

7.3 Additional Services. Landlord shall not be obligated to furnish any services other than those stated above. If Landlord elects to furnish services requested by Tenant in addition to those stated above (including services at times other than those stated above), Tenant shall pay Landlord's then prevailing charges for such services. If Tenant shall fail to make any such payment, Landlord may, without notice to Tenant and in addition to all other remedies available to Landlord, discontinue any additional services. No discontinuance of any such service shall result in any liability of Landlord to Tenant or be considered as an eviction or a disturbance of Tenant's use of the Premises. In addition, if Tenant's concentration of personnel or equipment adversely affects the temperature or humidity in the Premises or the Building, Landlord may install supplementary air conditioning units in the Premises; and Tenant shall pay for the cost of installation and maintenance thereof.

7.4 Failure or Delay in Furnishing Services. Tenant agrees that Landlord shall not be liable for damages for failure or delay in furnishing any service stated above if such failure or delay is caused, in whole or in part, by any one or more of the *force majeure* events hereinafter provided, below, nor shall any such failure or delay be considered to be an eviction or disturbance of Tenant's use of the Premises, or relieve Tenant from its obligation to pay any Rent when due, or from any other obligations of Tenant under this Lease.

7.5 Alternate Utilities Providers. If permitted by law, Landlord shall have the right at any time and from time to time to either contract for utilities from one or more different companies providing utilities services (each an "alternate service provider" or to continue to receive service from the one or more companies then providing such services (each a "service provider"). Tenant will cooperate with Landlord, each service provider and each alternate service provider at all times and will, as reasonably necessary, allow any alternate service provider reasonable access to the Buildings wires, pipes, conduits, lines, feeders, risers and related apparatus located within the Premises. Landlord or an affiliate of Landlord may be an alternative service provider.

8. RULES AND REGULATIONS. Tenant shall observe and comply and shall cause its subtenants, assignees, invitees, employees, contractors and agents to observe and comply, with the rules and regulations listed on Exhibit B attached hereto and with such reasonable modifications and additions thereto as Landlord may make from time to time. Landlord shall not be liable for failure of any person to obey such rules and regulations. Landlord shall not be obligated to enforce such rules and regulations against any person, and the failure of Landlord to enforce any such rules and regulations shall not constitute a waiver thereof or relieve Tenant from compliance therewith. Landlord may issue modifications, amendments and/or supplements of and to such rules and regulations upon notice to Tenant, and the same shall thereupon become a part of this Lease. Tenant covenants that each and all of such rules and regulations shall be faithfully observed by Tenant, its employees, agents, contractors, guests and invitees.

9. CERTAIN RIGHTS RESERVED TO LANDLORD. Landlord reserves the following rights, each of which Landlord may exercise without notice to Tenant and without liability to Tenant, and the exercise of any such rights shall not be deemed to constitute an eviction or disturbance of Tenant's use or possession of the Premises and shall not give rise to any claim for set-off or abatement of Rent or any other claim: (a) to change the name or street address of the Building or the suite number of the Premises; (b) to install, affix and maintain any and all signs on the exterior or interior of the Building; (c) to make repairs, decorations, alterations, additions, or improvements, whether structural or otherwise, in and about the Building, and for such purposes to enter upon the Premises, temporarily suspend services or use of common areas, and Tenant agrees to pay Landlord for overtime and similar expenses incurred if such work is done other than during ordinary business hours at Tenant's request; (d) to retain, at all times, and to use in appropriate instances, keys to all doors within and into the Premises; (e) to grant to any person or to reserve unto itself the exclusive right to conduct any business or render any service in the Building; (f) to show or inspect the Premises at reasonable times and, if vacated or abandoned, to prepare the Premises for reoccupancy; (g) to install, use and maintain in and through the Premises, pipes, conduits, wires and ducts serving the Building, provided that such installation, use and maintenance does not unreasonably interfere with Tenant's use of the

Premises; and (h) to take any other action which Landlord deems reasonable in connection with the operation, maintenance or preservation of the Building.

Notwithstanding the foregoing, however, Landlord agrees those portions of the Premises described in Exhibit A shall be deemed secure areas and its access to such secure areas shall be subject to prior notice to the occupants thereof and being accompanied where reasonably possible by representatives of such occupants, except in the event of an emergency.

10. REPAIRS AND MAINTENANCE. Tenant, at its expense, shall maintain and keep the Premises in good order and repair at all times during the Term. In addition, Tenant shall reimburse Landlord for the cost of any repairs to the Building necessitated by the acts or omissions of Tenant, its subtenants, assignees, invitees, employees, contractors and agents, to the extent Landlord is not reimbursed for such costs under its insurance policies. Subject to the preceding sentence, Landlord shall perform any maintenance to make any repairs to the Building as Landlord shall desire or deem necessary for the safety, operation or preservation of the Building, or as Landlord may be required or requested to do by any governmental authority or by the order or decree of any court or by any other proper authority.

11. ALTERATIONS.

11.1 Requirements. Tenant shall not make any replacement, alteration, improvement or addition to or removal from the Premises (collectively an "alteration") without the prior written consent of Landlord. In the event Tenant proposes to make any alteration, Tenant shall, prior to commencing such alteration, submit to Landlord for prior written approval: (i) detailed plans and specifications; (ii) sworn statements, including the names, addresses and copies of contracts for all contractors; (iii) all necessary permits evidencing compliance with all applicable governmental rules, regulations and requirements; (iv) certificates of insurance in form and amounts required by Landlord, naming Landlord and any other parties designated by Landlord as additional insureds; and (v) all other documents and information as Landlord may reasonably request in connection with such alteration. Tenant agrees to pay Landlord's standard charges for review of all such items and supervision of the alteration. Neither approval of the plans and specifications nor supervision of the alteration by Landlord shall constitute a representation or warranty by Landlord as to the accuracy, adequacy, sufficiency or propriety of such plans and specifications or the quality of workmanship or the compliance of such alteration with applicable law. Tenant shall pay the entire cost of the alteration and, if requested by Landlord, shall deposit with Landlord prior to the commencement of the alteration, security for the payment and completion of the alteration in form and amount required by Landlord. Each alteration shall be performed in a good and workmanlike manner, in accordance with the plans and specifications approved by Landlord for the Building. In addition, each alteration shall be performed in compliance with all applicable governmental and insurance company laws, regulations and requirements. Each alteration shall be performed by union contractors if required by Landlord and in harmony with Landlord's employees, contractors and other tenants. Each alteration, whether temporary or permanent in character, made by Landlord or Tenant in or upon the Premises (excepting only Tenant's furniture, equipment and trade fixtures) shall become Landlord's property and shall remain upon the Premises at the expiration or termination of this Lease without compensation to Tenant; provided, however, that Landlord shall have the right to

require Tenant to remove such alteration at Tenant's sole cost and expense in accordance with the provisions of Section 22 of this Lease.

11.2 Liens. Upon completion of any alteration, Tenant shall promptly furnish Landlord with sworn owner's and contractors' statements and full and final waivers of lien covering all labor and materials included in such alteration. Tenant shall not permit any mechanic's or materialmen's lien to be filed against the Building, or any part thereof, arising out of any alteration performed, or alleged to have been performed, by or on behalf of Tenant. If any such lien is filed, Tenant shall within 10 days thereafter have such lien released of record or deliver to Landlord a bond in form, amount, and issued by a surety satisfactory to Landlord, indemnifying Landlord against all costs and liabilities resulting from such lien and the foreclosure or attempted foreclosure thereof. If Tenant fails to have such lien so released or to deliver such bond to Landlord, Landlord, without investigating the validity of such lien, may pay or discharge the same; and Tenant shall reimburse Landlord upon demand for the amount so paid by Landlord, including Landlord's expenses and attorneys' fees.

12. ASSIGNMENT AND SUBLETTING.

12.1 Landlord's Consent. Tenant shall not, without the prior written consent of Landlord: (i) assign, convey, mortgage or otherwise transfer this Lease or any interest hereunder, or subleased the Premises, or any part thereof, whether voluntarily or by operation of law; or (ii) permit or suffer the use of the Premises by any person other than Tenant and its employees. Any such, sublease or use described in the preceding sentence (a "Transfer") occurring without the prior written consent of Landlord shall be void and of no effect. Landlord's consent to any Transfer shall not constitute a waiver of Landlord's right to withhold its consent to any future Transfer. Landlord's consent to any Transfer or acceptance of rent from any party other than Tenant shall not release Tenant from any covenant or obligation under this Lease. Landlord may require as a condition to its consent to any assignment of this Lease that the assignee execute an instrument in which such assignee assumes the obligations of Tenant hereunder.

12.2 Recapture. Landlord shall have the right to terminate this Lease as to that portion of the Premises covered by a Transfer. Landlord may exercise such right to terminate by giving notice to Tenant at any time after Tenant has requested Landlord to consent to a Transfer. If Landlord exercises such right to terminate, Landlord shall be entitled to recover possession of, and Tenant shall surrender such portion of, the Premises (with appropriate demising partitions erected at the expense of Tenant) on the later of (i) the effective date of the proposed Transfer, or (ii) 60 days after the date of Landlord's notice of termination. In the event Landlord exercises such right to terminate, Landlord shall have the right to enter into a lease with the proposed transferee without incurring any liability to Tenant on account thereof. If Landlord consents to any Transfer, Tenant shall pay to Landlord all Rent and other consideration received by Tenant in excess of the Rent payable by Tenant hereunder for the portion of the Premises so transferred. Such rent shall be paid as and when received by Tenant. In addition, Tenant shall pay to Landlord any attorneys' fees and expenses incurred by Landlord in connection with any proposed Transfer, whether or not Landlord consents to such Transfer.

13. RISK OF LOSS.

13.1 Nonliability. Landlord shall not be responsible or liable to Tenant or any other person for any injury, loss or damage to persons or property occurring in or about the Premises regardless of cause, it being understood and agreed that all risk of loss shall be borne by Tenant, except for acts or omissions of Landlord, its agents employees, contractors, licensees, invitees, or acts, accidents, injuries or occurrences which occur in or upon common areas of the Building.

13.2 Utilities Service. Landlord shall not be responsible or liable for any loss, cost, damage or expense that Tenant may sustain or incur by reason of any change, interruption, interference, disruption, failure or defect in the supply or character any of the utilities services furnished to the Premises or the Building, or if the supply or character of any of the utilities services is no longer available or suitable for Tenant's requirements, and no such change, interruption, interference, disruption, failure, defect, unsuitability or unavailability shall constitute an actual or constructive eviction, in whole or in part, or entitle Tenant to any abatement or reduction of Rent, or relieve Tenant from any of its obligations under this Lease.

13.3 Indemnity. [Intentionally Deleted]

14. INSURANCE.

14.1 Requirements. Tenant will not do or commit, or permit to be done or committed, any act or thing which might cause any policy or policies of insurance written in connection with the Building of which the Premises is a part, or the property therein, to become void or suspended, or which might cause the insurance risk on such Building, or the property therein, to be rendered more hazardous or otherwise increase the rate of premium for any such insurance over the rate in effect at the commencement of the Term of this Lease. Tenant shall pay to Landlord on demand, as additional Rent, the amount of any increases in premiums for said Building caused by any breach of this covenant and shall pay on demand to any other tenant, subtenant or other occupant of the Building the amount of any increase in their insurance premiums, if any, caused by any breach of this covenant, provided Tenant has been supplied in advance with copies of any such insurance policies in effect at the time such claim is made that Tenant's activities have caused an increase in the rate of premium of any such insurance. Tenant, at its own expense, shall comply with all rules, orders, regulations or requirements of the Board of Fire Underwriters responsible for the geographic area in which the Premises are located or any other body exercising similar functions.

14.2 Tenant's Insurance. Any general liability insurance maintained by Tenant or by those claiming under Tenant with respect to the Premises shall name Landlord as an additional insured. Landlord shall be entitled to reimbursement from Tenant for any increase in its premiums for liability insurance carried in respect to the Building reasonably attributable to the occupancy of any part of the Premises by the police department or any other occupancy of those claiming under Tenant.

14.3 Evidence. On or before the Commencement Date, Tenant shall furnish Landlord with a certificate evidencing the aforesaid insurance coverages. Renewal policies or certificates

therefor shall be furnished to Landlord at least thirty (30) days prior to the expiration date of each policy for which a certificate was theretofore furnished.

14.4 Waiver of Subrogation. Landlord shall cause any insurance policy carried by Landlord on or relating to the Premises, and Tenant shall cause any insurance policy carried by Tenant on or related to the Premises (other than the comprehensive general liability insurance described in Section 14.2 above) to be written in such a manner so as to provide that the insurance company waives all right of recovery by way of subrogation against Landlord or Tenant, as the case may be, in connection with any loss or damages covered by such policies.

15. ENVIRONMENTAL. Tenant shall, at its sole cost and expense, comply with all federal, state, and local laws, regulations and other requirements pertaining to all environmental matters, and specifically with all such legal requirements pertaining to hazardous, toxic and regulated materials ("hazardous materials"). If the presence of hazardous materials, stored, brought on, in, to or used about the Premises by Tenant, or anyone acting by, through or for Tenant, results in a release or alleged contamination of the Premises, or if any alleged contamination of the Premises by hazardous materials otherwise occurs for which Tenant may be legally liable for damages resulting therefrom or remediation thereof, then Tenant, and all persons using or occupying any portions of the Premises by through or for Tenant, shall and hereby agrees to indemnify, defend, and hold Landlord harmless from any and all claims, damages, penalties, costs, losses, liabilities and expenses (including diminution of value of the leased premises) resulting therefrom.

If any hazardous materials are released in, on, or under the Premises by Tenant, or anyone acting by, through or for Tenant:

(a) Tenant shall immediately notify applicable governmental agencies having jurisdiction of the occurrence of such release of hazardous materials in accordance with applicable environmental law;

(b) Tenant shall immediately notify Landlord of the occurrence of such release of hazardous materials.

(c) Tenant shall immediately commence appropriate action required by environmental law and approved in writing by Landlord to conduct all cleanup action in accordance with applicable environmental law, all at Tenant's sole cost and expense.

16. DAMAGE OR DESTRUCTION.

16.1 Damage to Premises. If the Premises are damaged by fire or casualty, Landlord may, at its option, exercisable within sixty (60) days of the date of such damage, elect either to repair and restore the same to a like quality and condition existing before such casualty or to terminate this Lease.

16.2 Repair by Landlord. If Landlord shall elect under Section 16.1 above to repair or restore the Premises to a like quality and condition existing before such casualty, it shall do so at its own expense within a reasonable time thereafter and if this Lease is not canceled by Tenant, Base Rent, but not any other Rent, shall abate as follows:

If as a result of such damage or destruction the Premises are totally untenable, Base Rent shall abate from the date of such damage or destruction until the Premises are ready for occupancy. If as a result of such damage or destruction the Premises are rendered only partially untenable, Base Rent shall be reduced in the proportion that the untenable square foot area of the Premises bears to the total square foot area of the Premises, and such reduction shall continue until the damaged or destroyed portion of the Premises is ready for occupancy.

16.3 Termination. If Landlord shall elect under Section 16.1 above to terminate this Lease, this Lease will terminate as of the date of such damage or destruction.

16.4 Damage to Building. Anything contained in this Section to the contrary notwithstanding, if the Building of which the Premises are a part is damaged or destroyed by fire or other casualty and Landlord elects not to repair or rebuild the same, Landlord may, at its option, elect to terminate this Lease, even though the Premises may not be damaged or destroyed by such fire or other casualty.

16.5 Scope of Landlord's Work. Landlord's work in the repair and restoration of the Premises shall not exceed or be less than the scope of the work required to be done by Landlord in originally constructing the Premises. Tenant shall afford full and unrestricted access to the Premises for the purposes of such repair and restoration.

17. CONDEMNATION.

17.1 Total Taking. If the whole of the Premises shall be taken for any public or quasi public use under any statute or by right of eminent domain, or by private purchase in lieu thereof, this Lease shall automatically terminate as of the date that possession shall be taken.

17.2 Partial Taking. If only a portion of the Premises or the Building of which it is a part shall be so taken, either Landlord may terminate this Lease as of the date that possession shall be taken upon giving written notice of termination to Tenant. If this Lease is not terminated, Landlord shall restore the Premises to an architectural unit as nearly like its condition prior to such taking as shall be practicable; but such work shall not exceed the scope of the work required to be done by Landlord in originally constructing the Premises. Landlord shall notify Tenant of its election not later than thirty (30) days after receipt of notice of such taking. If this Lease is not terminated, as hereinbefore provided, all of its terms shall continue in effect, but the Rent, or a fair and just proportion thereof according to the nature and extent of the damage to the Premises, shall be suspended or abated.

17.3 Award. All compensation awarded or paid upon a total or partial taking of the Premises shall belong to and be the property of Landlord without any participation by Tenant; provided, however, that nothing contained herein shall be construed to preclude Tenant from prosecuting any claim directly against the condemning authority in such condemnation proceedings for loss of business, depreciation to, damage to, cost of removal of, or for the value of, stock and trade fixtures, furniture and other personal property belonging to Tenant, so long as such claim shall not diminish or otherwise adversely affect Landlord's award.

18. DEFAULT. If Tenant shall fail to pay any Rent, delinquency charge or any other sum of money due hereunder when due and such failure shall continue for a period of ten (10) days after written notice of such nonpayment is given Tenant, or if Tenant shall fail to perform or comply with any other covenant or agreement herein contained and such failure shall continue for a period of twenty (20) days (or is not fully cured immediately if the failure involves a hazardous condition) after written notice thereof is given Tenant, or if the leasehold interest of Tenant is levied upon or attached under process of law; or if Tenant or any guarantor of this Lease dies or dissolves or ceases to be the same legal entity as set forth above or ceases to be qualified to do business in this state, or if any voluntary or involuntary proceedings are filed by or against Tenant or any guarantor of this Lease under any bankruptcy, insolvency or similar laws and, in the case of any involuntary proceedings, are not dismissed within 30 days after filing, then this Lease shall be in default, and at any time thereafter Landlord may, at its option:

(a) terminate this Lease; or

(b) sue for and recover amounts due from time to time; or

(c) effect or pay or perform that obligation as to which the Tenant is in default, and the Tenant shall thereupon be indebted to the Landlord for all amounts so paid or advanced and all costs and expenses incurred in connection therewith, such indebtedness to be payable on demand; or

(d) reenter, take possession of the Premises and remove all persons and property therefrom (any property so removed may be stored in a public warehouse or elsewhere at the cost of, and for the account of Tenant), all without notice or legal process and without being deemed guilty of trespass, or liable for any loss or damage occasioned thereby. If Tenant shall, after default, voluntarily give up possession of the Premises to Landlord, or deliver the keys to said Premises to Landlord, or both, such actions shall be deemed to be in compliance with Landlord's rights and the acceptance thereof by Landlord shall not be deemed to constitute a surrender of the Premises. Should Landlord elect to reenter, or should it take possession pursuant to legal proceedings or pursuant to any notice provided by Law, it may either terminate this Lease or, without terminating this Lease, may relet said Premises (or any part thereof) for such term or terms (including a term extending beyond the Term of this Lease) at such rental or rentals and upon such other terms and conditions as Landlord in its sole discretion may deem advisable. Upon each such reletting all rentals shall be applied first to the payment to any indebtedness other than Base Rent, Roof Areas Rent, and Adjustment Rent due hereunder from Tenant to Landlord; second the payment of any costs and expenses of such reletting, including brokerage fees, attorney's fees and cost of any alterations and repairs which Landlord in its sole judgment, deemed necessary in connection with such reletting; third to the payment of Base Rent, Roof Areas Rent, and Adjustment Rent due and unpaid hereunder; and the residue, if any, shall be held by Landlord and applied in payment of future rent or damage as the same may become due and payable hereunder. If such rentals received from such reletting during any month shall be less than that to be paid during said month by Tenant hereunder, Tenant shall pay any such deficiency to Landlord monthly. No such reentry or retaking of possession by Landlord shall be construed as an election by Landlord to terminate this Lease unless a written notice of

such election is given to Tenant or unless the termination thereof is decreed by a court of competent jurisdiction. Notwithstanding any such reletting without termination, Landlord may at any time thereafter elect to terminate this Lease for such previous breach.

For the purposes of determining Rent payable by Tenant subsequent to a default, the unexpired Term shall be deemed to be the balance of the Term as if it has been extended for the balance of the one-year Renewal Options remaining prior to such default.

Should this Lease be terminated any time due to Tenant's default, Landlord, in addition to any other remedies it may have, may recover from Tenant all damages it may incur by reason of such breach, including the cost of recovering the Premises, reasonable attorney's fees, and the worth at the time of such termination of the amount of Rent and charges equivalent to rent reserved in this Lease for the remainder of the stated term, all of which amounts shall be immediately due and payable from Tenant to Landlord. In determining the Rent which would be payable by Tenant hereunder subsequent to default, the Rent for each year of the unexpired term shall be equal to the average of the total annual monthly Base Rent, Roof Areas Rent, Adjustment Rent and other charges paid by Tenant from the Commencement Date of the Term to the time of default, or for the preceding three full calendar years, whichever is the shorter period, but adjusted, if appropriate, to reflect any scheduled increases in the Base Rent.

Landlord shall not be obligated to notify Tenant of the due date of Rent nor demand payment thereof on its due date, the same being expressly waived by Tenant. The acceptance of any sums of money from Tenant after the expiration of any ten (10) day or twenty (20) day notice as above provided shall be taken to be a payment on account by Tenant and shall not constitute a waiver by Landlord of any of its rights hereunder or at law, nor shall it reinstate this Lease or cure a default on the part of Tenant.

Landlord may, but shall not be obligated to, perform any obligation of Tenant under this Lease at any time when not fully performed by Tenant; and, if Landlord so elects, all costs and expenses paid by Landlord in performing such obligation, together with interest at the Default Rate, shall be reimbursed by Tenant to Landlord on demand. Any and all remedies set forth in the Lease: (i) shall be in addition to any and all other remedies Landlord may have at law or in equity, (ii) shall be cumulative, and (iii) may be pursued successively or concurrently as Landlord may elect. The exercise of any remedy by Landlord shall not be deemed an election of remedies or preclude Landlord from exercising any other remedies in the future.

If Tenant becomes bankrupt, the bankruptcy trustee shall not have the right to assume or assign this Lease unless the trustee complies with all requirements of the United States Bankruptcy Code; and Landlord expressly reserves all of its rights, claims, and remedies thereunder.

If Tenant shall vacate or abandon the Premises, Landlord shall have the right to enter upon the Premises and exhibit them to prospective lessees, and at its option to terminate this Lease on any rental payment date thereafter by giving thirty (30) days prior written notice to Tenant.

19. PARKING. In order to protect persons and property from injury or damage due to fire or other casualty and to provide suitable parking for visitors and the handicapped, Tenant agrees to restrict the parking of its motor vehicles and the motor vehicles of all of its employees, agents, contractors, customers, guests and invitees to those striped, designated parking areas provided at the Building, so that all roadways, driveways, aisles and entry ramps shall remain open and unobstructed at all times for use as fire lanes and those parking spaces reserved for visitors and the handicapped will be available to choose for whom they were intended. Should a motor vehicle be parked by Tenant or by any of its employees, agents, contractors, customers, guests and invitees other than in such designated parking areas, Tenant covenants and agrees that Landlord may remove or cause the removal of such motor vehicle from the Building or to other locations at the cost of the owner thereof, and Landlord shall not be liable to such owner or any other person for any loss or damage which may result therefrom. Tenant further agrees to indemnify, defend and hold Landlord, its employees, agents and contractors, harmless from and against any and all claims and demands made by Tenant, or any of its employees, agents, contractors, customers, guests, invitees or any other person claiming under them, which may arise out of or be caused by or result from any reasonable act or action undertaken by Landlord, its employees, agents or contractors, pursuant to the provisions of this Section, and from and against any and all costs, expenses, damages and Liabilities incurred in connection with any such claim or demand or any proceeding brought thereon, except such unreasonable acts, actions or omissions by Landlord, its employees, agents or contractors.

20. ESTOPPEL CERTIFICATES. Tenant agrees that, from time to time within 10 days of request by Landlord, Tenant shall execute and deliver to Landlord a written certificate certifying: (i) that this Lease is unmodified and in full force and effect (or if there have been modifications, a description of such modifications and that this Lease as modified is in full force and effect); (ii) the dates to which Rent has been paid; (iii) that Tenant is in possession of the Premises, if that is the case; (iv) that Landlord is not in default under this Lease, or, if Tenant believes Landlord is in default, the nature thereof in detail; (v) that Tenant has no off-sets or defenses to the performance of its obligations under this Lease (or if Tenant believes there are any off-sets or defenses, a full and complete explanation thereof); and (vi) such additional matters as may be requested by Landlord, it being agreed that such certificate may be relied upon by any prospective purchaser, mortgagee or other person having or acquiring an interest in the Building.

21. SUBORDINATION. This Lease is and shall be expressly subject and subordinate at all times to (a) any present or future ground, underlying or operating lease of the Building, and all amendments, renewals and modifications to any such lease, and (b) the lien of any present or future mortgage or deed of trust encumbering fee title to the Building. If any such mortgage or deed of trust on the fee and/or the leasehold estate be foreclosed, or if any such lease be terminated, upon request of the mortgagee, beneficiary or lessor, as the case may be, Tenant will attorn to the purchaser at the foreclosure sale or to the lessor under such lease, as the case may be. The foregoing provisions are declared to be self-operative and no further instruments shall be required to effect such subordination and/or attornment; provided, however, that Tenant agrees upon request by any such mortgagee, beneficiary, lessor or purchaser at foreclosure, as the case may be, to execute such subordination and/or attornment instruments as may be required by such person to confirm such subordination and/or attornment on the form customarily used by such party. Notwithstanding the foregoing to the contrary, any such mortgagee, beneficiary or lessor may elect to give the rights and interests of Tenant under this Lease (excluding rights in

and to insurance proceeds and condemnation awards) priority over the lien of its mortgage or deed of trust or the estate of its lease, as the case may be. In the event of such election and upon the mortgagee, beneficiary or lessor notifying Tenant of such election, the rights and interests of Tenant shall be deemed superior to and to have priority over the lien of said mortgage or deed of trust or the estate of such lease, as the case may be, whether this Lease is dated prior to or subsequent to the date of such mortgage, deed of trust or lease. In such event, Tenant shall execute and deliver whatever instruments may be required by such mortgagee, beneficiary or lessor to confirm such superiority on the form customarily used by such party.

22. PEACEABLE SURRENDER. Upon termination of the Term or Tenant's right to possession of the Premises, Tenant shall return the Premises to Landlord in good order and condition, ordinary wear and damage by fire or other casualty excepted. If Landlord requires Tenant to remove any alterations pursuant to Section 11, then such removal shall be done in a good and workmanlike manner; and upon such removal Tenant shall restore the Premises to its condition prior to the installation of such alterations. If Tenant does not remove such alterations after request to do so by Landlord, Landlord may remove the same and restore the Premises; and Tenant shall pay the cost of such removal and restoration to Landlord upon demand. Tenant shall also remove its furniture, equipment, trade fixtures and all other items of personal property from the Premises prior to the termination of the Term or Tenant's right to possession of the Premises. If Tenant does not remove such items, Tenant shall be conclusively presumed to have conveyed the same to Landlord without further payment or credit by Landlord to Tenant; or at Landlord's sole option such items shall be deemed abandoned, in which event Landlord may cause such items to be removed and disposed of at Tenant's expense, without notice to Tenant and without obligation to compensate Tenant.

23. HOLDING OVER. If Tenant retains possession of the Premises after the expiration or termination of the Term or Tenant's right to possession of the Premises, Tenant shall pay Rent during such holding over at double the rate in effect immediately preceding such holding over computed on a monthly basis for each month or partial month that Tenant remains in possession. Tenant shall also pay, indemnify and defend Landlord from and against all claims and damages, consequential as well as direct, sustained by reason of Tenant's holding over. In addition, at any time while Tenant remains in possession, Landlord may elect instead, by written notice to Tenant and not otherwise, to have such retention of possession constitute a renewal of this Lease for one year for the fair market rental value of the Premises as reasonably determined by Landlord but in no event less than the Rent payable immediately prior to such holding over. The provisions of this Section do not waive Landlord's right or re-entry or right to regain possession by actions at law or in equity or any other rights hereunder, and any receipt of payment by Landlord shall not be deemed a consent by Landlord to Tenant's remaining in possession or be construed as creating or renewing any lease or right of tenancy between Landlord and Tenant.

24. NOTICES. All notices and demands to be given by one party to the other party under this Lease shall be given in writing, mailed or delivered to Landlord or Tenant, as the case may be, at the party's notice address set forth below or at such other address as either party may hereafter designate. Notices shall be delivered by hand or by United States certified mail, postage prepaid, return receipt requested, or by a recognized courier service which obtains a receipt for delivery, or by personal delivery. Notices shall be considered to have been given

upon the earlier to occur of actual receipt or two (2) business days after posting in the United States mail.

25. MISCELLANEOUS.

25.1 Approvals and Consents. Whenever pursuant to the terms hereof the approval, consent or other affirmative action of either party hereto is required, necessary or desirable, the same will not be unreasonably or arbitrarily withheld or delayed by the other party.

25.2 Entire Agreement. This Lease, and the riders and exhibits, if any, attached hereto which are hereby made a part of this Lease, represent the complete agreement between Landlord and Tenant; and Landlord has made no representations or warranties except as expressly set forth in this Lease. No modification or amendment of or waiver under this Lease shall be binding upon Landlord or Tenant unless in writing signed by Landlord and Tenant.

25.3 Time of Essence. Time is of the essence of this Lease and each and all of its provisions.

25.4 Execution and Delivery. Submission of this instrument for examination or signature by Tenant does not constitute a reservation of space or an option for lease, and it is not effective until execution and delivery by both Landlord and Tenant. Execution and delivery of this Lease by Tenant to Landlord shall constitute an irrevocable offer by Tenant to lease the Premises on the terms and conditions set forth herein, which offer may not be revoked for 15 days after such delivery.

25.5 Severability. The invalidity or unenforceability of any provision of this Lease shall not affect or impair any other provisions.

25.6 Governing Law. This Lease shall be governed by and construed in accordance with the laws of the state in which the Premises are located.

25.7 Rights and Remedies. The rights and remedies of the parties hereunder and any others provided by law shall be construed as cumulative and no one of them is exclusive of any other right or remedy. Such rights and remedies shall further be continuing rights, none of which shall be exhausted by one or more being exercised on one or more occasions. The parties shall be entitled to an injunction in proper cases to enforce any part of parts of this Lease or to prevent or stop any violation or default by either party. Waiver by one party of any default, breach or failure of the other party shall not be construed as a continuing waiver or as a waiver of any subsequent default, breach or failure. Whenever in this lease Landlord reserves or is given the right and power to give or withhold its consent to any action on the part of Tenant, such right and power shall not be exhausted by its exercise or non-exercise on one or more occasions, but shall be a continuing right and power for the full term of this Lease.

25.8 Attorneys' Fees. Intentionally omitted.

25.9 Delay in Possession. In no event shall Landlord be liable to Tenant if Landlord is unable to deliver possession of the Premises to Tenant on the Commencement Date for causes outside Landlord's reasonable control. If Landlord is unable to deliver possession of the

Premises to Tenant by the Commencement Date, the Commencement Date shall be deferred until Landlord can deliver possession to Tenant, and the Expiration Date shall be deferred for an equal number of days.

25.10 Holding Over. If Tenant, with or without Landlord's consent, remains in possession of the Premises after expiration or termination of the Term of this Lease, or after the date in any notice given by Landlord to Tenant terminating Tenant's right to possession of the Premises, such possession by Tenant shall be deemed to be a month-to-month tenancy terminable upon thirty days' notice given at any time by either party. During any such month-to-month tenancy, Tenant shall pay all rent and other charges and perform all obligations required by this Lease, except that Base Rent during such month-to-month tenancy shall be at a rate equal to twice the Base Rental theretofore in effect, payable in monthly installments as otherwise provided in this Lease. All provisions of this Lease, except those pertaining to the Term and the Base Rent shall apply to such month-to-month tenancy. In addition to, and without limitation of the foregoing, Tenant shall hold Landlord harmless from all damages, costs and expenses, including attorneys' fees, resulting from Tenant's failure to surrender the Premises, including, without limitation, claims made by a succeeding tenant resulting from Tenant's failure to surrender the Premises.

25.11 Personal Property Taxes. Tenant shall pay prior to delinquency all taxes, assessments, license fees and other charges that are levied and assessed against Tenant's personal property installed or located in or about the Premises that become payable during the Term hereof, and shall indemnify and hold Landlord harmless therefrom. Upon demand by Landlord, Tenant shall furnish Landlord with satisfactory evidence of these payments.

25.12 Joint and Several Liability. If Tenant is comprised of more than one party, each party shall be jointly and severally liable for Tenant's obligations under this Lease.

25.13 Force Majeure. Landlord shall not be in default hereunder and Tenant shall not be excused from performing any of its obligations hereunder if Landlord is prevented from performing any of its obligations hereunder due to any accident, breakage, strike, shortage of materials, acts of God or other causes beyond Landlord's reasonable control.

25.14 Demolition or Renovation. Landlord shall have the right to terminate this Lease without compensation to Tenant upon 90 days' prior notice to Tenant if Landlord intends to renovate or demolish the Building or a substantial part thereof.

25.15 Captions. The headings and titles in this Lease are for convenience only and shall have no effect upon the construction or interpretation of this Lease.

25.16 No Waiver. No receipt of money by Landlord from Tenant after termination of this Lease or after the service of any notice or after the commencing of any suit or after final judgment for possession of the Premises shall renew, reinstate, continue or extend the Term or affect any such notice or suit. No waiver of any default of Tenant shall be implied from any omission by Landlord to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and then only for the time and to the extent therein stated.

25.17 No Recording. Tenant shall not record this Lease or a memorandum of this Lease in any official records.

25.18 Landlord's Contingencies. [Intentionally Deleted]

25.19 Limitation or Liability. Any liability of Landlord under this Lease shall be limited solely to its interest in the Building, and in no event shall any personal liability be asserted against Landlord in connection with this Lease nor shall any recourse be had to any other property or assets of Landlord.

25.20 Accord and Satisfaction. No payment by Tenant or receipt by Landlord of a lesser amount than the monthly installments of Rent herein stipulated shall be deemed to be other than on account of the earliest stipulated Rent nor shall any endorsement or statement on any check or any letter accompanying any check or payment as Rent be deemed an accord and satisfaction. Landlord may accept such check for payment without prejudice to Landlord's right to recover the balance of such Rent or to pursue any other remedies provided in this Lease.

25.21 Successors and Assigns. Subject to the provisions of this Lease regarding assignment and subletting, each provision of this Lease shall extend to, bind and inure to the benefit of Landlord and Tenant and their respective heirs, legal representatives, successors and assigns; and all reference herein to Landlord and Tenant shall be deemed to include all such parties.

25.22 Exhibits. The following Exhibits are attached to, made a part of and fully incorporated into this Lease by this reference:

Exhibit A	-	Description of Land and Premises, Improved Space and Roof Space
Exhibit B	-	Rules and Regulations

25.23 Rules of Construction. For all purposes of this Lease, except as otherwise provided or unless the context otherwise requires, the following rules of construction apply in construing the provisions of this Operating Lease:

- (a) The terms defined in this Article include the plural as well as the singular.
- (b) All accounting terms not otherwise defined herein shall have the meanings assigned to them, and all computations herein provided for shall be made, in accordance with generally accepted accounting principles.
- (c) All references herein to "generally accepted accounting principles" refer to such principles in effect on the date of the determination, certification, computation or other action to be taken hereunder using or involving such terms.
- (d) All references in this instrument to designated "Articles," "Sections" and other subdivisions are to be the designated Articles, Sections and other subdivisions of this instrument as originally executed.

(e) The words “herein,” “hereof” and “hereunder” and other words of similar import refer to this Operating Lease as a whole and not to any particular Article, Section or other subdivision.

(f) The Article and section headings herein and in the Table of Contents are for convenience only and shall not affect the construction hereof.

26. WAIVER OF TRIAL BY JURY. Landlord and Tenant waive trial by jury in the event of any action, proceeding or counterclaim brought by either Landlord or Tenant against the other in connection with this Lease.

27. AMENDMENT. This Lease may be further modified or amended in order to effect changes which do not materially alter the economic provisions hereof or the fundamental legal rights and obligations to the parties, in any material respect, particularly in order to satisfy requirements of Landlord’s lenders, without the need of further action by the City Council of Tenant, and all such actions taken by the Director or such assistant designated by the Director shall be deemed authorized by the City Council and fully bind Tenant.

[Signatures Appear on Next Page]

IN WITNESS WHEREOF, the parties hereto have executed this Sixth Amendment to and Complete Restatement of the Office Lease as of the date first above written.

RENAISSANCE NORTHEAST, LLC

By: _____

Name: _____

Title: _____

LANDLORD

Landlord's Notice Address:

612 Garfield
Kansas City, Missouri 64120

With a copy to:

Spencer Fane LLP
1000 Walnut Street, Suite 1400
Kansas City, MO 64106-2140
Attn: David N. Zimmerman

THE CITY OF KANSAS CITY, MISSOURI

By: _____

ATTEST:

By: _____
City Clerk

Approved as to form and legality:

By: _____
City Attorney

TENANT

Tenant's Notice Address

City of Kansas City, Missouri
City Hall
414 E. 12th St., 29th Floor
Kansas City, Missouri 64106
Attention: City Manager

With a copy to:

City of Kansas City, Missouri
City Hall
414 E. 12th St., 23rd Floor
Kansas City, Missouri 64106
Attention: City Attorney

I hereby certify that there is a balance, otherwise unencumbered, to the credit of the appropriation to which the foregoing expenditure is to be charged, and a cash balance, otherwise unencumbered, in the treasury, to the credit of the fund from which payment is to be made, each sufficient to meet the obligation hereby incurred.

Director of Finance

Exhibit A

Building:

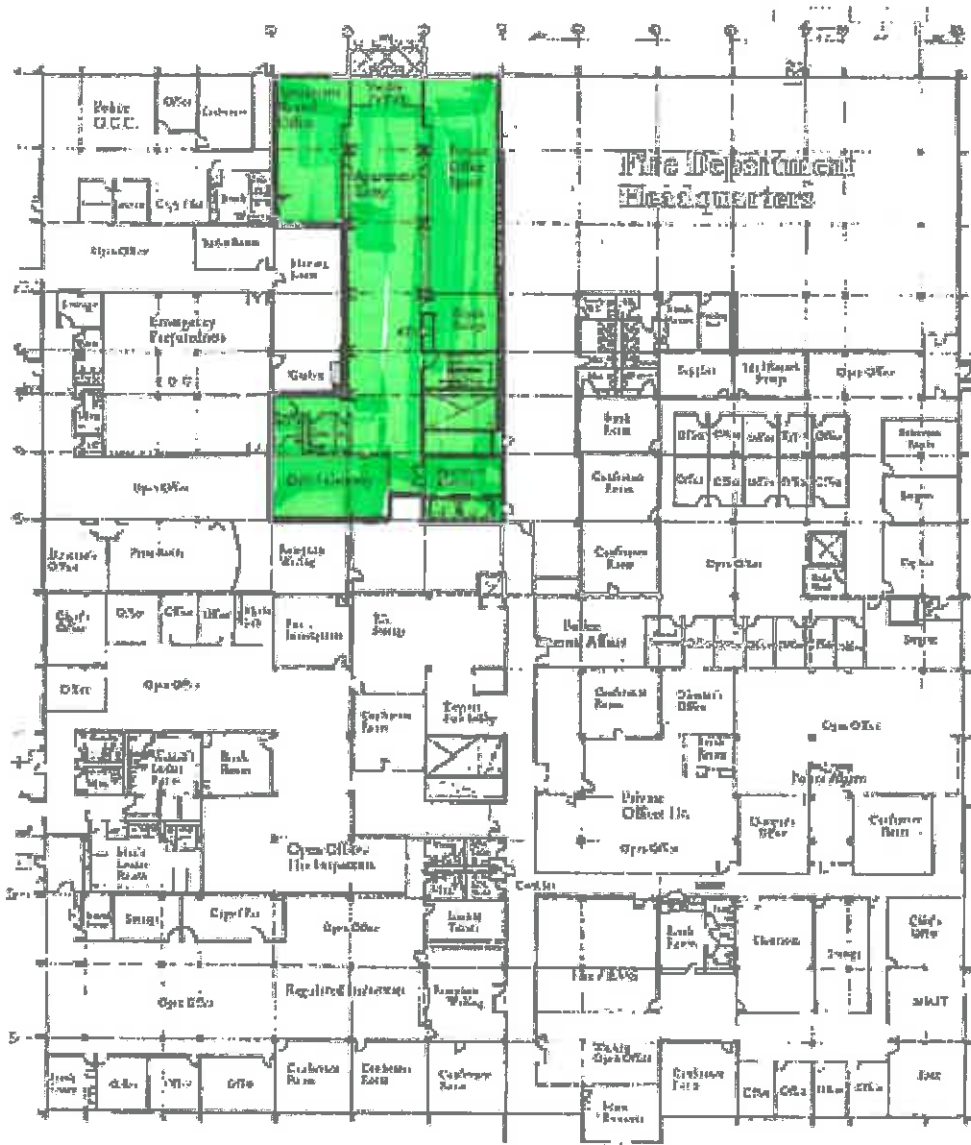
All of the land described as:

All of BOULEVARD PLAZA, part of WOODLAND COURT, part of NOFSINGER'S SUBDIVISION, part of R. G. HOOK'S SUBDIVISION, part of Blocks 1 and 2 in EUCLID PLACE, and part of Block 2 in JOHN JOHNSON'S SUBDIVISION, including vacated 6th Street, part of vacated Euclid Avenue and the vacated alley in said R. G. Hook's Subdivision, All being subdivisions in the Northwest Quarter of the Northeast Quarter of Section 4, Township 49, Range 33, in Kansas City, Jackson County, Missouri, being more particularly described by metes and bounds as follows:

Beginning at the point of intersection of the Easterly line of Woodland Avenue as established by the deed to Kansas City for street purposes accepted by Ordinance No. 31480 passed July 30, 1965, with the South line of Independence Boulevard as now established; thence Northeasterly and East along the South line of said Independence Boulevard to a point 110 feet West of the West line of Euclid Avenue as now established; thence South parallel with said West line 80 feet; thence East parallel with the South line of said Independence Boulevard 110 feet to the West line of said Euclid Avenue; thence South along said West line 85 feet; thence Southwesterly along said West line, being a curve to the right tangent to the last described course and having a radius of 20 feet, a distance of 31.42 feet; thence South along the West line of said Euclid Avenue, being a line 50 feet West of and parallel with the East line of said Euclid Avenue, 30 feet to a point in the North line of Lot 4, Block 1, in said Euclid Place that is 20 feet West of the Northeast corner of said Lot 4; thence East on a line that is 215 feet South of and parallel with the South line of said Independence Boulevard and along the North line of Lot 4 in said Block 1 and its Easterly prolongation and along the North line of Lot 4, Block 2, in said subdivision 160 feet to the Northeast corner of Lot 4 in said Block 2; thence North along the East line of Lots 3 and 2 in said Block 2 a distance of 90 feet to a point 125 feet South of the South line of said Independence Boulevard; thence East parallel with said South line, 219 feet to the West line of Garfield Avenue as said avenue was established by the deed to Kansas City for street purposes accepted by Ordinance No. 35753 passed September 6, 1968; thence South along said West line 412 feet; thence Southwesterly along said West line, being a curve to the right tangent to the last described course and having a radius of 50 feet; a distance of 78.54 feet to a point in the North line of 7th Street as established in said Ordinance No. 35753; thence West along said North line 768.50 feet to the East line of said Woodland Avenue, being a point 6 feet North of the South line of Lot 1 in said Nofsinger's Subdivision; thence North along the East line of said Woodland Avenue 377.15 feet, more or less, to an angle point in said East line; thence Northeasterly along said East line to the point of beginning;

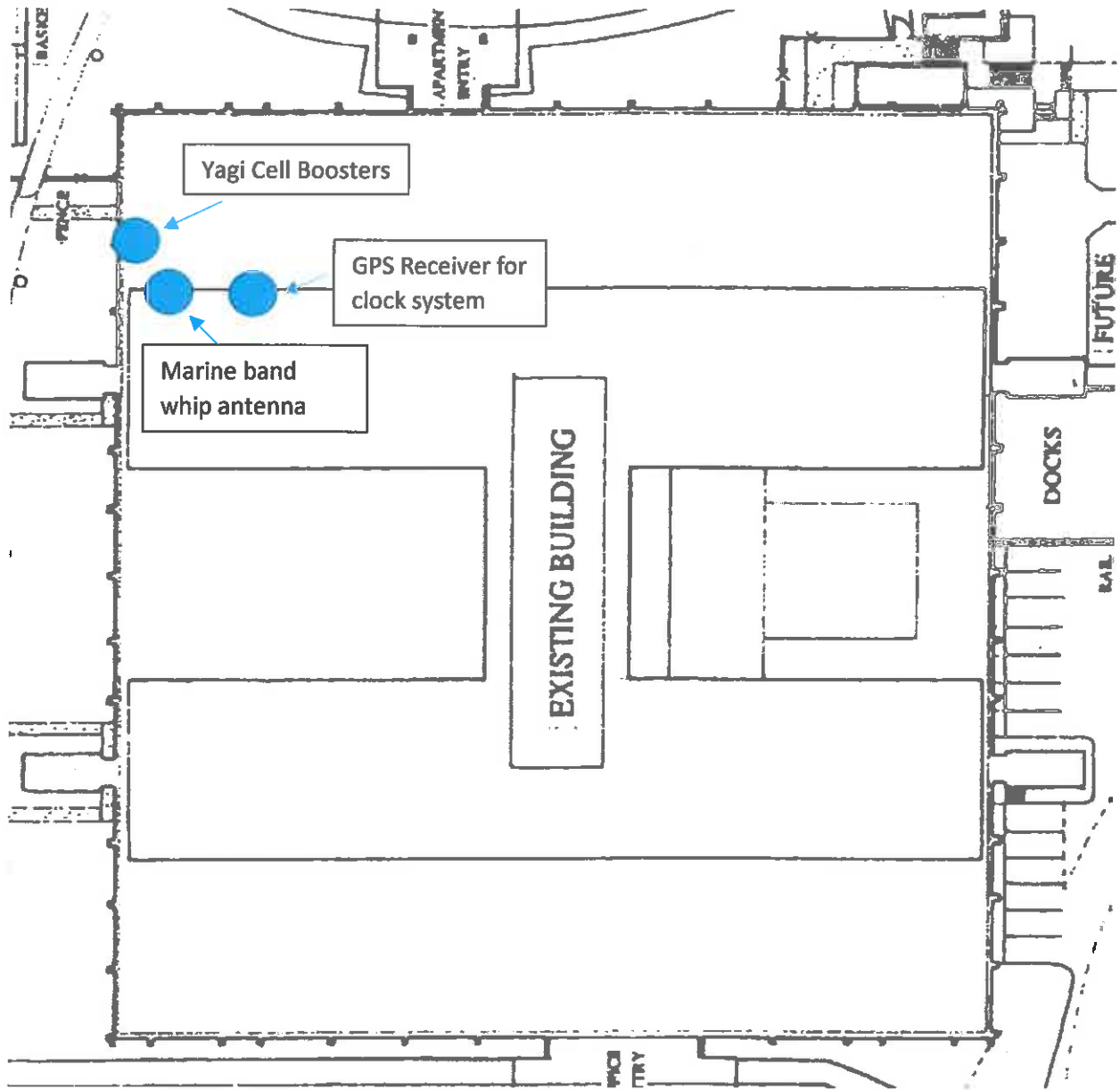
together with the building located thereon.

Depiction of Premises Attached.



FLOOR PLAN LEVEL 2

NOTE: Green portions are NOT included in the Premises.



Yagi Cell Boosters

GPS Receiver for clock system

Marine band whip antenna

EXISTING BUILDING

BASE

APARTMENT ENTRY

FUTURE

DOCKS

RAIL

ENTRY

↑ North 635 Woodland

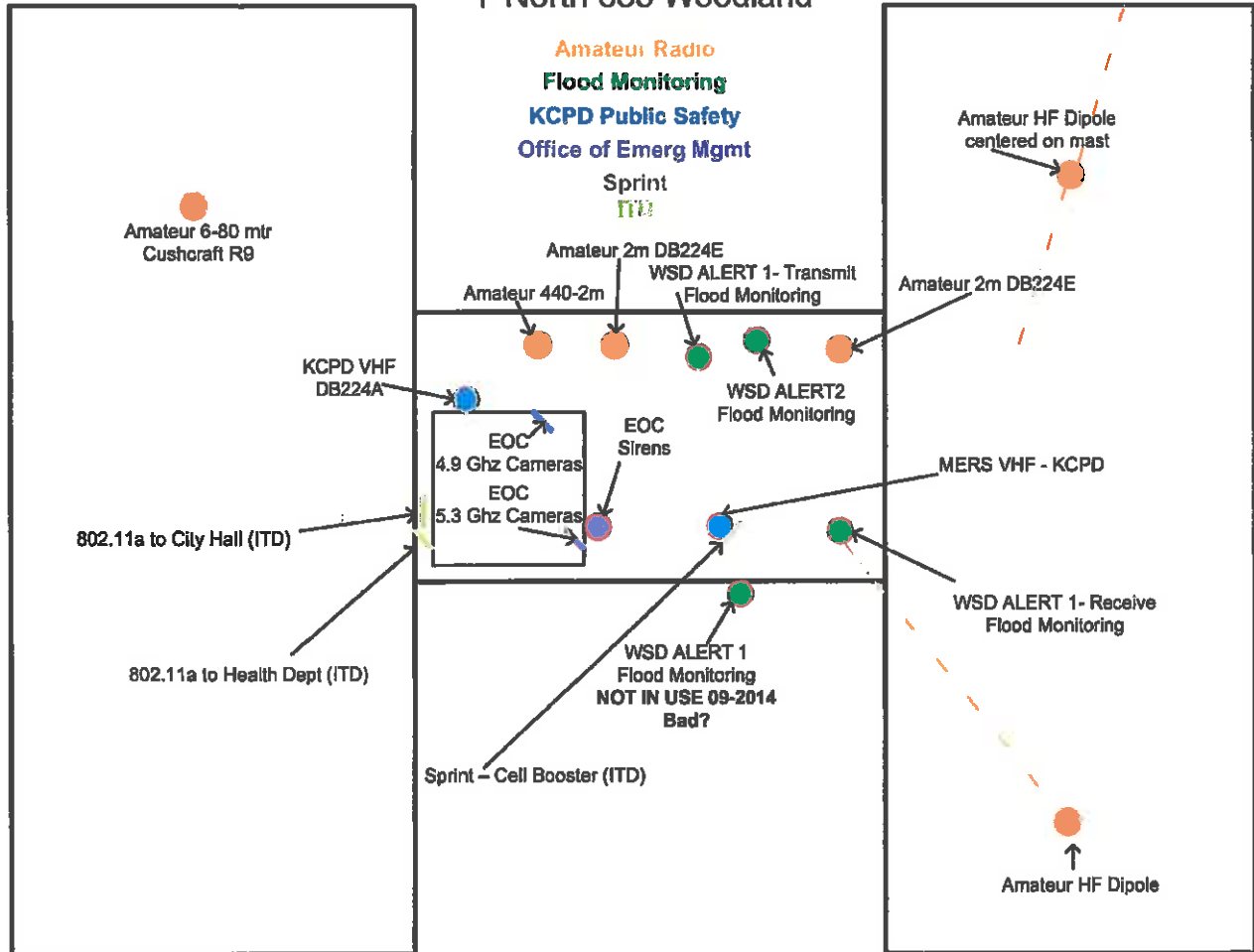






Exhibit B
RULES AND REGULATIONS

1. Tenant shall not make any room-to-room canvas to solicit business from other tenants in the Building and shall not exhibit, sell or offer to sell, use, rent or exchange any item or services in or from the Premises unless ordinarily included within Tenant's use of the Premises as specified in the Lease.
2. Tenant shall not make any use of the Premises which may be dangerous to person or property or which shall increase the cost of insurance or require additional insurance coverage.
3. Tenant shall not paint, display, inscribe or affix any sign, picture, advertisement, notice, lettering or direction or install any lights on any part of the outside or inside of the Building, other than the Premises, and then not on any part of the inside of the Premises which can be seen from outside the Premises, except as approved by Landlord in writing.
4. Tenant shall not use the name of the Building in advertising or other publicity, except as the address of its business, and shall not use pictures of the Building in advertising or publicity.
5. Tenant shall not obstruct or place objects on or in sidewalks, entrances, passages, courts, corridors, vestibules, halls and stairways in and about the Building. Tenant shall not place objects against glass partitions or doors or windows or adjacent to any open common space which would be unsightly from the Building corridors or from the exterior of the Building.
6. Bicycles shall not be permitted in the Building other than in locations designated by Landlord.
7. Tenant shall not allow any animals, other than seeing eye dogs, in the Premises or the Building.
8. Tenant shall not disturb other tenants or make excessive noises, cause disturbances, create excessive vibrations, odors or noxious fumes or use or operate any electrical or electronic devices or other devices that emit excessive sound waves or are dangerous to other tenants of the Building or that would interfere with the operation of any device or equipment or radio or television broadcasting or reception from or within the Building or equipment or radio or television broadcasting or reception from or within the Building or elsewhere, and shall not place or install any projections, antennae, aerials or similar devices outside of the Building or the Premises.
9. Tenant shall not waste electricity or water and shall cooperate fully with Landlord to assure the most effective operation of the Building's heating and air conditioning, and shall refrain from attempting to adjust any controls. Tenant shall keep all doors to the Premises closed. Tenant shall use only standard office equipment. No space heaters will be allowed.
10. Landlord shall furnish two (2) sets of keys for all doors to the Premises at the commencement of the Term. Tenant shall not place any new or additional locks on doors without the prior written consent of the Landlord. Tenant shall furnish Landlord with duplicate keys for any new or additional locks installed by Tenant. When the Lease is terminated, Tenant

shall deliver all keys to Landlord and will provide to Landlord the means of opening any safes, cabinets or vaults left in the Premises.

11. Except as otherwise provided in the Lease, Tenant shall not install any signal, communication, alarm or other utility or service system or equipment without the prior written consent of Landlord.

12. Tenant shall not use any draperies or other window coverings instead of or in addition to the Building standard window coverings designated and approved by Landlord for exclusive use throughout the Building.

13. Landlord may require that all persons who enter or leave the Building identify themselves to watchmen, by registration or otherwise. Landlord, however, shall have no responsibility or liability for any theft, robbery or other crime in the Building. Tenant shall assume full responsibility for protecting the Premises, including keeping all doors to the Premises locked after the close of business.

14. Tenant shall not overload floors; and Tenant shall obtain Landlord's prior written approval as to size, maximum weight, routing and location of business machines, safes and heavy objects. Tenant shall not install or operate machinery or any mechanical devices of a nature not directly related to Tenant's ordinary use of the Premises.

15. In no event shall Tenant bring into the Building inflammables such as gasoline, kerosene, naphtha and benzene, or explosives or firearms or any other articles of an intrinsically dangerous nature.

16. Furniture, equipment and other large articles may be brought into the Building only at the time and in the manner designated by Landlord. Tenant shall furnish Landlord with a list of furniture, equipment and other large articles which are to be removed from the Building, and Landlord may require permits before allowing anything to be moved in or out of the Building. Movements of Tenant's property into or out of the Building and within the Building are entirely at the risk and responsibility of Tenant.

17. No person or contractor, unless approved in advance by Landlord, shall be employed to do janitorial work, interior window washing, cleaning, decorating or similar services in the Premises.

18. Tenant shall not use the Premises for lodging, cooking (except for microwave reheating and coffee makers) or manufacturing or selling any alcoholic beverages or for any illegal purposes.

19. Tenant shall comply with all safety, fire protection and evacuation procedures and regulations established by Landlord or any governmental agency.

20. Tenant shall cooperate and participate in all reasonable security programs affecting the Building.

21. Tenant shall not loiter, eat, sit or lie in the lobby of other public areas in the Building. Tenant shall not go onto the roof of the Building or any other non-public areas of the Building (except the Premises), and Landlord reserves all rights to control the public and non-public areas of the Building. In no event shall Tenant have access to any electrical, telephone, plumbing or other mechanical closets without Landlord's prior consent.

22. Tenant shall not dispose of any foreign substances in the toilets, sinks or other washroom facilities, nor shall Tenant permit such items to be used other than for their intended purposes; and Tenant shall be liable for all damage as a result of a violation of this rule.

23. The Landlord has designated the Building as a non-smoking area in accordance with the ordinances of Kansas City, Missouri. In no event shall Tenant allow its employees or invitees to use the public areas of the Building as smoking areas.