

## LEASE AGREEMENT

THIS LEASE AGREEMENT ("Agreement") is effective as of July 1, 2005 by and between the City of Overland Park, with an address at 8500 Santa Fe Drive Overland Park, KS 66212 ("Lessor"), and Global Spectrum, L.P., with an address at 3601 S. Broad Street, Philadelphia, PA 19148 ("Lessee").

### BACKGROUND

Whereas, Lessor is the owner of the Overland Park Convention Center, located at 6000 College Blvd, Overland Park, KS 66211 (the "Facility"); and

Whereas, pursuant to an Agreement dated November 27, 2000, the Lessee is engaged by Lessor to manage and operate the Facility on behalf of the Lessor; and

Whereas, unrelated to the Lessee's responsibilities and authority to manage and operate the Facility, the Lessee desires to rent the office space described below for the sole purpose of providing office space for Lessee's regional manager; and

Whereas, Lessor and Lessee desire to enter into an agreement whereby Lessee shall rent space in the Facility, specifically described as: office space, 10' x 12' in size, located between the General Manager's office and receptionist area ("Leased Space").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **TERM:** The term (the "Term") of this Agreement shall commence as of October 1, 2005 and shall continue on a month-to-month basis, terminable by either party on at least thirty (30) days' prior written notice. Notwithstanding the foregoing, either party may terminate this Agreement (i) in the event of a breach by the other party hereunder, if such breach is not cured within fifteen (15) days following delivery to the breaching party of written notice describing such breach in reasonable detail, or (ii) on fifteen (15) days' written notice, in the event Lessee ceases, for any reason, to be the manager and operator of the Facility.
2. **LEASE OF SPACE:** In consideration of the base rent and payment of the other amounts set forth in Section 3 below, Lessor hereby leases to Lessee, and agrees to permit Lessee to peaceably and quietly have, hold and enjoy, the use of the Leased Space for the Term of this Agreement.
3. **RENT AND OTHER COSTS AND EXPENSES:**
  - A. **Rent.** During the Term, Lessee shall pay the amount of Two Thousand Four Hundred Dollars (\$2,400) per year as base rent, payable in equal monthly installments of \$200 per month. Such monthly amounts shall be paid to Lessor, in advance, no later than the fifteenth (15<sup>th</sup>) day of each month (except for any months of the Term which have commenced prior to execution of this Agreement, the rent for which shall be due within 15 days of execution of this Agreement). Any rental periods of less than one month will be prorated on a daily basis based on a thirty (30)-day month. In addition to the base rent, Lessee shall pay Lessor the long distance phone charges, furniture rental costs (during the 1<sup>st</sup> year of the Term) and office supply costs set forth in Sections 3.B, C and D respectively.

B. **Maintenance and Operating Costs.** Lessee shall have no obligation to pay for, and Lessor shall be solely responsible for, all costs and expenses relating to the Leased Space which may arise or become due during the Term (including, without limitation, all taxes and assessments, insurance premiums and deductibles, utility charges [e.g., gas, water, electricity, sewage services], maintenance costs [e.g., janitorial/cleaning services and trash removal], repair costs, internet usage costs, and local telephone and fax charges). Notwithstanding the foregoing, Lessee shall pay its own long distance telephone and fax charges.

C. **Furniture, Fixtures and Equipment.** Promptly following the Effective Date, Lessor shall provide to Lessee, for use by Lessee in the Leased Space, the following furniture:

Asset	Description	GroupName	Serial Number	ControlNumber
Chair - Executive Low Back 001	Leather Executive Chair	Furniture	CCGA50032	CCGA50032
Chair - Office 463482 - 003	Room 2008. Camel upholstery, stationary	Furniture	1PB9Y848	CCGA50084
Chair - Office 463482 - 004	Room 2008. Camel upholstery, stationary	Furniture	NN01	CCGA50085
File - Lateral Rectangular	3 drawer lateral filing cabinet	Furniture	1P28S497	CCGA50309
Monitor - 17" LCD Panel 025	17" Flat Screen Monitor - Room 2008	Computer	47605-286-DDWT	CCCA20247
PBX - Digital Phone	Phone for Nortel Meridain 81C PBX	Telecom	A0866637	CCGA50307
Printer - Personal all-in-one	Printer / Scanner / Fax Machine	Computer	CN521GH26Y	CCGA50308
Workstation 002	Office workstation - Rm 2008 - Regional VP Office	Furniture	CCGA50284	CCGA50284

Such furniture shall be owned by Lessor, and shall be leased to Lessee during the Term for the rental fee of \$337.17 per month during the first twelve (12) months ("Furniture Rental") of this Agreement. Payment of the Furniture Rental by Lessee during the first twelve (12) months of the Term shall entitle Lessee to use of the aforementioned furniture during the entire Term of this Agreement (even if longer than 12 months). Each monthly installment of the Furniture Rental shall be paid by Lessee together with the rental payment described in Section 3.A above. Lessee shall provide its own computer for use in the Leased Space. Lessor shall provide to Lessee, at no charge to Lessee, all other necessary office equipment for the Leased Space, such as a printer and fax machine. The Lease Space shall be equipped by Lessor with appropriate lighting fixtures.

D. **Office Supplies.** Lessor shall provide to Lessee, on a continual "as-needed" basis, all office supplies (such as paper, pens, pencils, etc.). Lessee shall pay for such office supplies at a cost of \$300 per year (pro-rated for any partial years hereunder), to be paid at a rate of \$25 per month during the Term. Such monthly payment shall be made by Lessee together with the rental payment described in Section 3.A above.

4. **COMMON AREAS:** In addition to use of the Leased Space, and for no additional fee, Lessee will be allowed use of the reception area, the parking area, and the other common areas of the Facility, for the Term of this Agreement.

5. **REPAIRS AND ALTERATIONS:** Lessee shall not make any material alterations to the Leased Space without obtaining the prior approval of Lessor.

6. **INDEMNIFICATION:**

Lessee shall indemnify, defend and hold harmless Lessor, its officers, employees and agents from and against all claims, damages, losses and expenses, including reasonable attorneys fees, arising out of or resulting from any liability or claim of liability for injury or damages to persons or property sustained or claimed to have been sustained by reason of the use or occupation of the Leased Space by Lessee or by any act or omission of Lessee or any of its officers, employees, agents or guests, except to the extent such claims are a result of the negligence or misconduct of Lessor, its officers, employees, agents or guests.

7. **INSURANCE:** The Lessee agrees to carry and maintain the same insurance coverage concerning Lessee's use of the leased space that is the subject of this Agreement as the insurance coverages Lessee has agreed to in the November 29, 2000 Convention Center Operator Agreement.

8. **DISRUPTION:** If the Leased Space or any part thereof is destroyed or damaged by fire, flood, explosion, accident or acts of God or other such contingencies or if Lessee is prevented by civil commotion or other casualty or unforeseen occurrence or strikes, lockouts, boycotts or labor disputes of any kind from using the Leased Space, Lessor shall cancel any further charges to be paid by Lessee hereunder.

9. **INDEPENDENT CONTRACTOR:** Nothing herein contained shall be construed to place the parties in the relationship of partners or joint venturers, and neither party shall have the power to obligate or bind the other in any manner whatsoever. Each of the parties hereto agrees that in performing its duties under this Agreement, it shall be in the position of an independent contractor.

10. **NOTICES:** All notices provided for hereunder shall be sent via certified mail, return receipt requested, or by reputable overnight carrier, to the addresses indicated in the opening paragraph hereof. Notices may also be transmitted by facsimile or electronic mail, provided that proper arrangements are made in advance to facilitate such communication and provide for their security and verification. All notice sent to Lessee shall be sent to the attention of Lessee's Chief Operating Officer.

11. **MISCELLANEOUS:** The parties agree that nothing contained herein shall modify or alter in any fashion the duties and responsibilities of the Lessee as set forth in the November 29, 2000 Convention Center Operator Agreement or any subsequent amendments or renewals thereto. Neither party shall assign the Agreement (or any of its rights or obligations hereunder) without the prior written consent of the other party. The Agreement constitutes the entire agreement between the parties and supercedes all prior understandings, communications, representations and agreements, whether written or oral, between the parties with respect to the subject matter hereof. The Agreement may not be varied, amended or modified unless in writing signed by the parties hereto. No delay or failure on the part of any party hereto in exercising any right or remedy under this Agreement, and no partial or single exercise thereof, shall constitute a waiver or such right or remedy or of any other right or remedy. This Agreement shall be governed by the laws of the State of Kansas, without regard to its conflict of laws principles. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which, together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed.

LESSOR:

CITY OF OVERLAND PARK

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

LESSEE:

GLOBAL SPECTRUM, L.P.

By: \_\_\_\_\_  
Name: \_\_\_\_\_

Title: \_\_\_\_\_