

LANDLORD'S AGREEMENT

This Landlord's Agreement, executed and delivered as of the ____ day of July, 2011, by and among the City of Overland Park, Kansas, with an address at 8500 Santa Fe Drive, Overland Park, Kansas 66212 (“**Landlord**”), and Sprint/United Management Company with an address at 6391 Sprint Parkway, Overland Park, Kansas 66251 (“**Sublandlord**”) in favor of PNC Bank, National Association, as agent (PNC Bank, National Association, in such capacity, being “**Agent**”) for certain lenders, with an address at 200 South Wacker Drive, Suite 600, Chicago, Illinois 60606, and FishNet Security, Inc. with an address at 1710 Walnut Street, Kansas City, MO 64108 (“**Borrower**”).

W I T N E S S E T H

WHEREAS, Agent and Borrower have entered into, and may from time to time hereafter enter into, various agreements, instruments and documents, including without limitation certain financing arrangements (collectively, the "Financing Arrangements"), providing for the making by Agent and other lenders of loans and other financial accommodations to or for the benefit of Borrower;

WHEREAS, to secure payment and performance of all of Borrower's obligations and liabilities to Agent and the lenders under the Financing Arrangements ("Borrower's Liabilities"), Borrower has granted to Agent a security interest in substantially all of the assets owned by Borrower now or hereafter located at that certain 4-story building located at 6130 Sprint Parkway Street, Overland Park, Kansas 66211 (the "Premises"), which in no event shall include any fixtures integral to the operation of the Premises (i.e., heating, ventilation, air conditioning, electrical, lighting, life safety, alarm, security, sound masking and plumbing fixtures) or any other property on the Premises owned by the Landlord or Sublandlord (all such assets owned by Borrower and now or hereafter located on the Premises subject to Agent's security interest to be referred to herein as the "Collateral");

WHEREAS, the Premises are owned by Landlord and have been leased by Landlord to Sublandlord pursuant to that certain Master Lease Agreement by and between Landlord and Sublandlord dated as of December 1, 1997 (as thereafter amended) (the “Original Lease”) and a portion of the Premises has been subleased by Sublandlord to Borrower pursuant to that certain Sublease Agreement by and between Sublandlord and Borrower dated as of July 5, 2011 (the "Sublease");

WHEREAS, as a condition precedent to making loans and/or other financial accommodations pursuant to the Financing Arrangements, Agent has required that Borrower obtain the execution and delivery of this Agreement;

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord, Sublandlord and Borrower each hereby covenant and agree as follows:

1. Landlord and Sublandlord each waive all rights which Landlord or Sublandlord now or hereafter may have, under the laws of the State of Kansas or by virtue of the Original Lease or Sublease, or any renewals, extensions, amendments, modifications, substitutions or replacements thereof (a "New Lease"), to claim or assert any lien, right, claim or title to any of the Collateral which now or hereafter may be located on the Premises, including without limitation the right of levy or distraint for rent.

2. The Parties agree that the Collateral (i) is and shall remain personal property notwithstanding the manner or mode of the attachment of any item of Collateral to the Premises, and (ii) is not and shall not become or be deemed to be fixtures. Collateral does not include the workstations and furnishings (and replacements thereof) depicted in the attached Exhibit A nor does it include any items owned by Landlord or Sublandlord.

3. Landlord and Sublandlord each recognize and acknowledge that the security interest of Agent in the Collateral pursuant to the Financing Arrangements is superior to any lien, right, claim or title of any nature which Landlord or Sublandlord now or hereafter may have or assert in the Collateral by statute, common law, the Original Lease, Sublease, any New Lease, any other agreement or otherwise.

4. In the event an Event of Default has occurred and is continuing under the Financing Arrangements, upon 2 business days prior written notice to Sublandlord and Landlord, Agent may enter the Premises, accompanied by a representative of the Sublandlord, for the purpose of repossessing, removing, selling, or otherwise dealing with the Collateral or any part thereof in accordance with the terms and conditions of the Financing Arrangements, without objection, delay, hindrance or interference by Landlord or Sublandlord, except as otherwise provided by laws related to matters other than those set forth in Section 1 of this Landlord's Agreement, and in such case Landlord and Sublandlord will make no claim or demand whatsoever against the Collateral. In the event of any such default by Borrower, Landlord and Sublandlord and Borrower each agree that it will permit Agent to enter the Premises to remove the Collateral, for up to forty-five (45) days after Agent notifies Landlord and Sublandlord of such default, provided that (i) Agent pays Landlord or Sublandlord all amounts due under the Original Lease or Sublease (or the New Lease) for the period that Agent is on the Premises (but excluding any rent or other fees due for periods prior to Agent's notification to Landlord and Sublandlord) and (ii) Agent promptly repairs, at Agent's expense, or reimburses or otherwise compensates Landlord for any physical injury, if any, to the Premises arising in the course of removal of the Collateral (ordinary wear and tear excluded). Agent shall indemnify and defend Landlord and Sublandlord for direct and actual damages arising from any injury to or death of any person or persons and any damage to the Premises, in each case, caused by Agent's or its agent's or its invitee's negligence in exercising any of its rights hereunder to access the Premises and/or remove and/or dispose of the Collateral; provided that under no circumstances shall Agent be liable for any diminution in value of the Premises caused by the absence of Collateral actually removed or by any necessity of replacing the Collateral. No sale or auction may be conducted from the Premises or the adjacent property, without Sublandlord's and Landlord's written approval, which may be withheld in either Sublandlord's or Landlord's absolute discretion. Agent shall not interfere with any operation or use of any common areas, adjoining space or other lease premises in connection with the removal of any Collateral.

5. If Agent delivers to Sublandlord and Landlord notification that a default has occurred under the Financing Arrangements, such notice will be deemed conclusive upon actual receipt, despite any inaccurate, faulty or defective notice. Following such notification, Sublandlord and Landlord may allow Agent to take such actions as contemplated in Section 4 above without any duty of further inquiry. Each of Borrower and Agent agree that each of Landlord and Sublandlord shall have no liability to either Borrower or Agent for any loss or damage that either or both may claim to have suffered or incurred, either directly or indirectly, by reason of this Agreement or any transaction or service contemplated by the provisions hereof, unless occasioned by the gross negligence or willful misconduct of Landlord or Sublandlord, as applicable, or the breach by Landlord or Sublandlord, as applicable, of any provision hereof. As between Landlord and Sublandlord only, Sublandlord agrees to be responsible for all obligations of Landlord undertaken in this Section 5 for so long as Sublandlord is the lessee of the Premises and Sublandlord agrees to hold the Landlord whole and harmless from any costs and expenses the Landlord may incur related to this Agreement.

6. All notices must be in writing and are effective only when deposited in the U.S. mail, certified mail, return receipt requested and postage prepaid or when sent via overnight delivery service. Notice Addresses for the parties are as follows:

Agent:

PNC Bank, National Association
200 South Wacker Drive Suite 600
Chicago, Illinois 60606

Borrower:

FishNet Security, Inc.
1710 Walnut Street
Kansas City, MO 64108
Attention: Mark Williams

Sublandlord:

Sprint/United Management Company
Attention: Commercial Asset Manager
6391 Sprint Pkwy
Mailstop KSOPHT0101-Z2040
Overland Park, KS 66251-2040

Landlord:

City of Overland Park, Kansas
Attention: City Manager
8500 Santa Fe Drive
Overland Park, KS 66212

7. Agent may, without affecting the validity of this Agreement, extend, amend or in any way modify the terms of payment or performance of any of Borrower's Liabilities, without the consent of Landlord or Sublandlord and without giving notice thereof to Landlord or Sublandlord.

8. Sublandlord will notify Agent if, to the knowledge of Sublandlord, Borrower defaults on its obligations to Sublandlord or Landlord under the Original Lease, the Sublease or any New Lease and will allow Agent to cure such default within the applicable notice and cure period provided to Borrower under the Sublease or New Lease. Agent will not be obligated to cure or cause Borrower to cure such breach of the Original Lease, the Sublease or New Lease and the Agent's cure of any Borrower breach does not create any rights in the Original Lease, the Sublease or New Lease.

9. The agreements contained herein shall continue in force until all Borrower's Liabilities are paid and satisfied in full and all Financing Arrangements between Agent and Borrower have been terminated, but in no event shall the agreements contained herein extend longer than the term of the Sublease.

10. The agreements contained herein may not be modified or terminated orally, and shall be binding upon the successors, assigns and personal representatives of Landlord and Sublandlord, upon any successor owner or transferee of the Premises, and upon any purchasers (including any mortgagee) from Landlord.

11. As between Sublandlord and Agent and as between Sublandlord and Borrower, the prevailing party in any action or proceeding in court or mutually agreed upon arbitration proceeding to enforce the terms of this Agreement is entitled to receive reimbursement for its reasonable attorneys' fees and other reasonable enforcement costs and expenses from the non-prevailing party; provided however, that, as between Agent and Borrower, nothing contained herein shall affect the rights and obligations of reimbursement and indemnification as provided for in the Financing Arrangements.

12. This Agreement shall be governed by and construed in accordance with the laws of the State of Kansas.

13. This Agreement may be executed by facsimile which will be considered an original and each party has the right to rely upon a facsimile of this Agreement signed by other parties to the same extent as if such party had received an original counterpart. This Agreement may be executed in multiple counterparts each of which

(whether an original or facsimile) will be fully effective as an original but together constitute only one and the same instrument.

[Signatures on Following Pages]

(Remainder of page left blank intentionally)

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered as of the date set forth above.

CITY OF OVERLAND PARK, KANSAS, as
Landlord

By _____
Its _____

Attest:

Marian Cook, City Clerk

SPRINT/UNITED MANAGEMENT COMPANY,
as Sublandlord

By _____
Its _____

FISHNET SECURITY, INC., as Borrower

By _____
Its _____

PNC BANK, NATIONAL ASSOCIATION, as
Agent

By _____
Its _____

Accepted and acknowledged:

SPRINT NEXTEL CORPORATION, as Bond
Holder

By _____
Its _____

COMMERCE BANK N.A., as Trustee

By _____
Its _____

EXHIBIT A

All Knoll work stations, including 1 Meridian combined bookcase and cabinet tower per work station, depicted with a color marking of Yellow or Red on Exhibit F to Sublease being a drawing with sheets numbered E1.1, EF3.1, EF 4.1 and EF4.2 (with E1.1 and EF4.1 dated June 28, 2011 and with EF3.1 and EF4.2 dated July 1, 2011) by Gastinger Walker Harden Architects, see copy attached to this Exhibit A.

One Keilhauer side chair within each Knoll work station depicted with a color marking of Yellow or Red on Exhibit F to Sublease.

Desks, credenzas, tables, and side chairs in offices, conference rooms, and meeting areas in the configuration and quantities depicted with a color marking of Yellow or Red on Exhibit F to Sublease.

One 7 gallon waste receptacle for each work station depicted with a color marking of Yellow or Red on Exhibit F to Sublease.

12 - Break Room High Chair/Stool

70 – Meridian 4 drawer lateral file cabinet - 50”H x 42”W x 20”D

2 – Meridian 4 drawer lateral file cabinet - 50”H x 36”W x 20”D

7 – 4 drawer lateral file cabinet - 55”H x 42”W x 20”D

5– Meridian 2 door Storage Cabinet - 50”H x 42”W x 20”D

1– Meridian 2 door Storage Cabinet - 50”H x 30”W x 20”D

18 – Meridian 2 door storage cabinet - 29.5’H x 30”W x 20”D

20 – Meridian 5 drawer Lateral Filing Cabinet – 63”H x 30”W x 20”D

2 –Meridian 5 drawer Lateral Filing Cabinet – 63”H x 36”W x 20”D

1 – Meridian 2 drawer lateral file cabinet - 26.5”H x 42”W x 20”D

1 – Meridian 2 drawer lateral file cabinet - 26.5”H x 30”W x 20”D

4- Hoshizaki Ice Maker, Model # DCM 500BAF

1 - General Electric Microwave Oven – Space Maker II

4 - General Electric Microwave Oven – Sensor

4 - General Electric Refrigerator/Freezer – side by side, brushed aluminum

4 – Georgia Pacific EnMotion paper towel dispenser

4 – chrome-colored metal, undercounter, 2 shelf units

4 – Wall mounted, sliding glass door, display cabinet – 48” x 42”

1 - Aramark / Curtis Coffee Makers Model D500 AP

3 – Rubbermaid #3958 Waste/Recycling Receptacle – 35 Gallon Square, Gray

16 – Rubbermaid #3540 Waste/Recycling Receptacle – 23 Gallon Rectangular, Blue

4 – Rubbermaid #3540 Waste/Recycling Receptacle – 23 Gallon Rectangular, Gray

23 - Amerex Fire Extinguisher - Model B456

1 - LG Wall Mounted Television

3 - Mitsubishi Ceiling Mounted Projector- Sprint Inventory #s 55553; #56451; #56444

1 - Sony Ceiling Mounted Projector - Sprint Inventory #55556

3 - Smart Board - Sprint Inventory #s 55554; 55563; and 55574

2 – Retractable, Pulldown projection screen

6 – Intra-Office Mail Centers – 36.5”W x 30”D x 77.5” H

2 - Intra-Office Mail Centers – 48”W x 30”D x 77.5” H

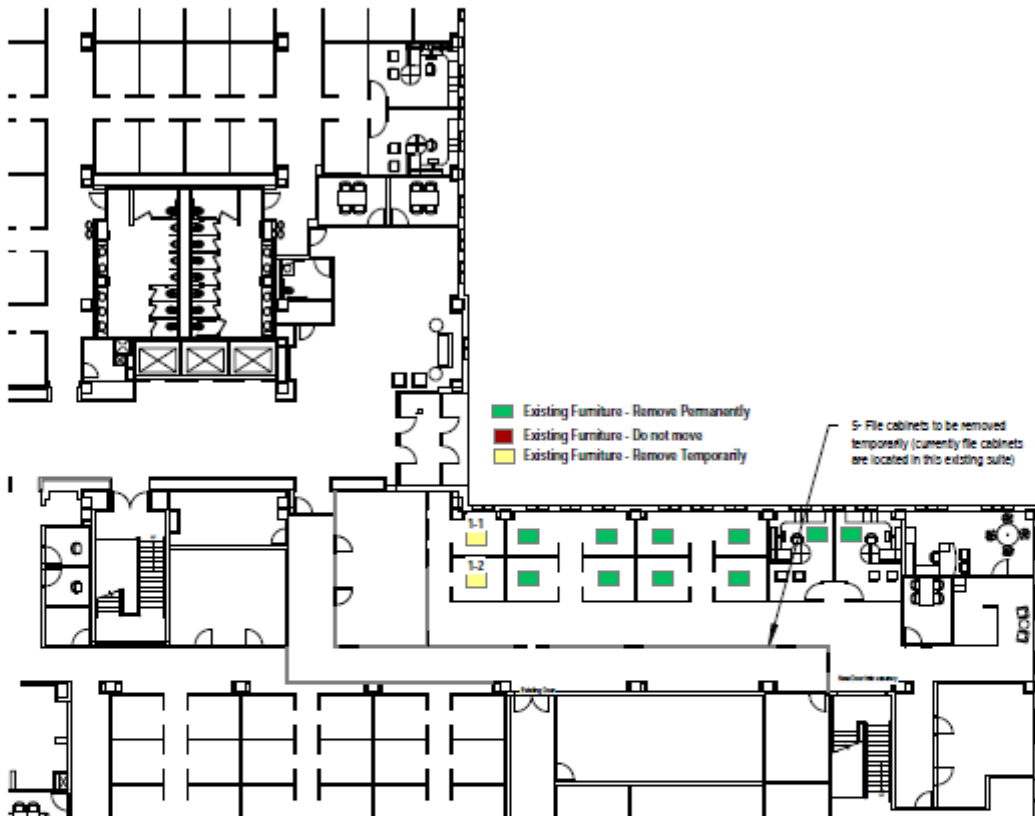
9 – Wall mounted, automatic drinking water fountain

7 – Whiteboard - 4’ x 8’

30 – Whiteboard - Wall attached, various sizes smaller than 4’ x 8’

6 – Whiteboard - Wall suspended, rolling

EXHIBIT F
FURNITURE



1 First Floor Plan
1" = 30'-0"



Gastinger
Walker
Harden
Architects
617 Wyandotte
Kansas City, MO
64105
816 421 8200 p
816 421 1282 f
www.gwhm.com

Fishnet Security
6130 Sprint Parkway
Overland Park, Kansas

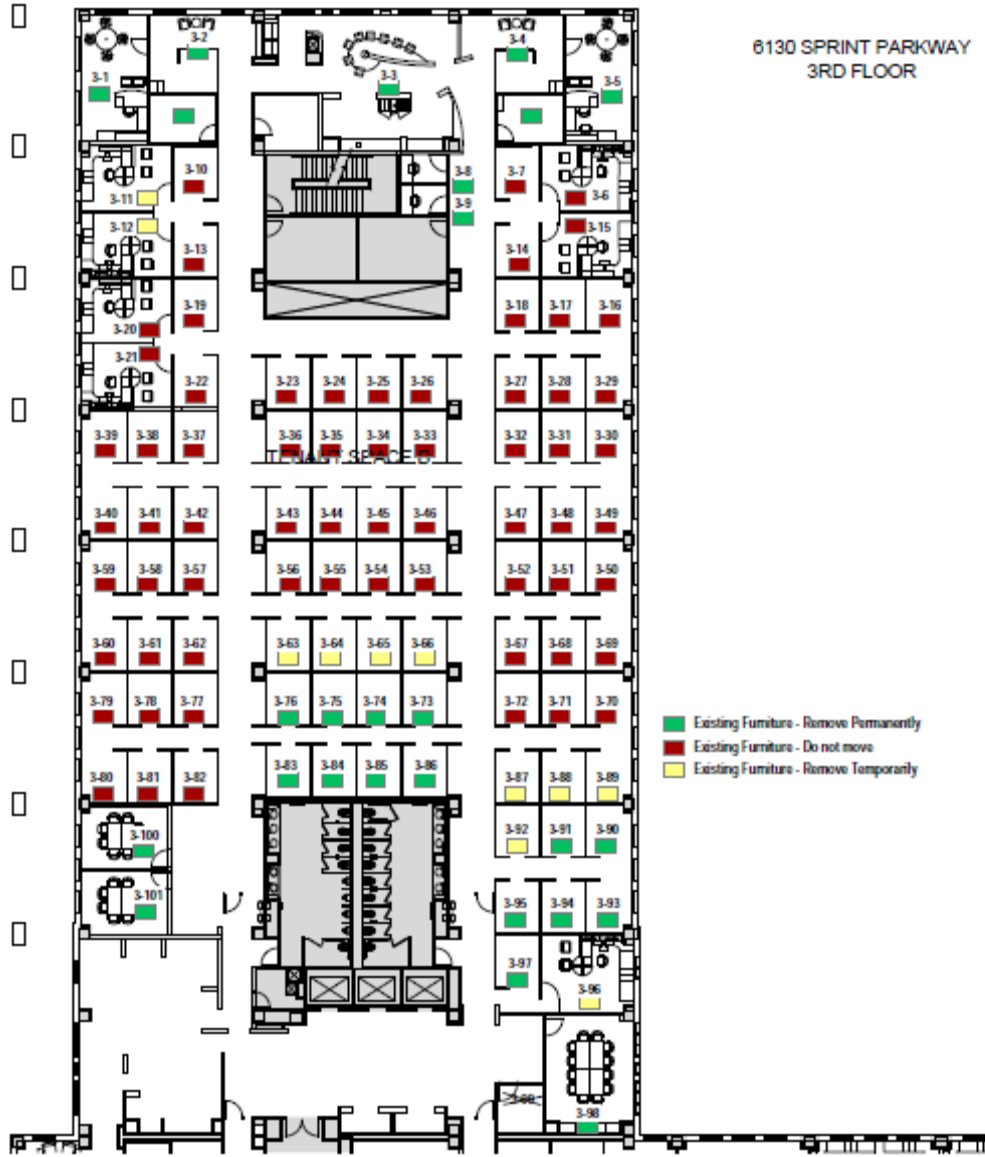
28 June 2011 Review

First Floor Existing Furniture

E1.1

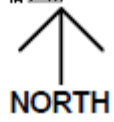
Project Number: 2010.425 © Copyright 2010

6130 SPRINT PARKWAY
3RD FLOOR



- Existing Furniture - Remove Permanently
- Existing Furniture - Do not move
- Existing Furniture - Remove Temporarily

1 Third Floor Plan
1" = 30'-0"

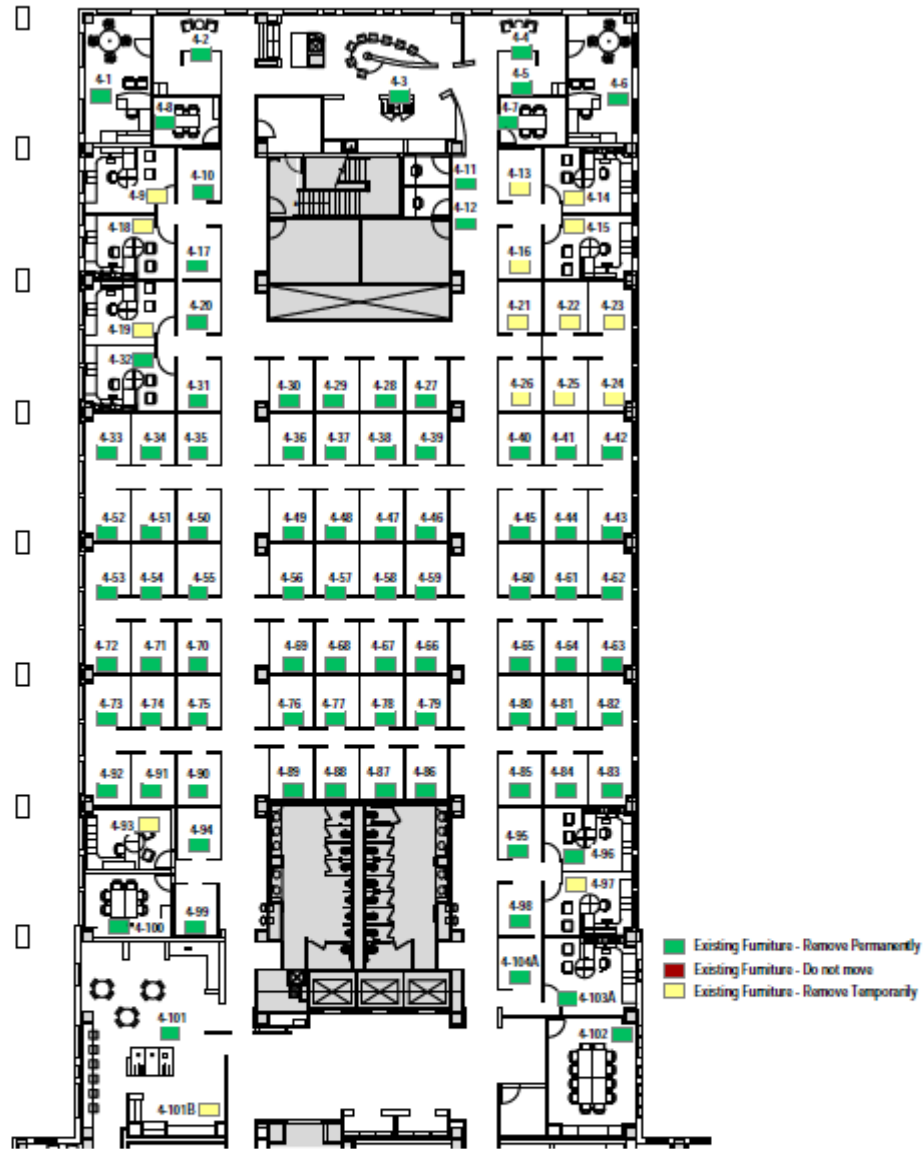


Gastinger Walker Harden Architects
817 Wyandotte
Kansas City, MO
64105
816 421 8200 p
816 421 1282 f
www.gwhm.com

Fishnet Security
6130 Sprint Parkway
Overland Park, Kansas


1 July 2011 Revised

Third Floor Existing Furniture
EF3.1
Project Number: 2010.425 © Copyright 2010



1 Fourth Floor Plan
 1" = 30'-0"

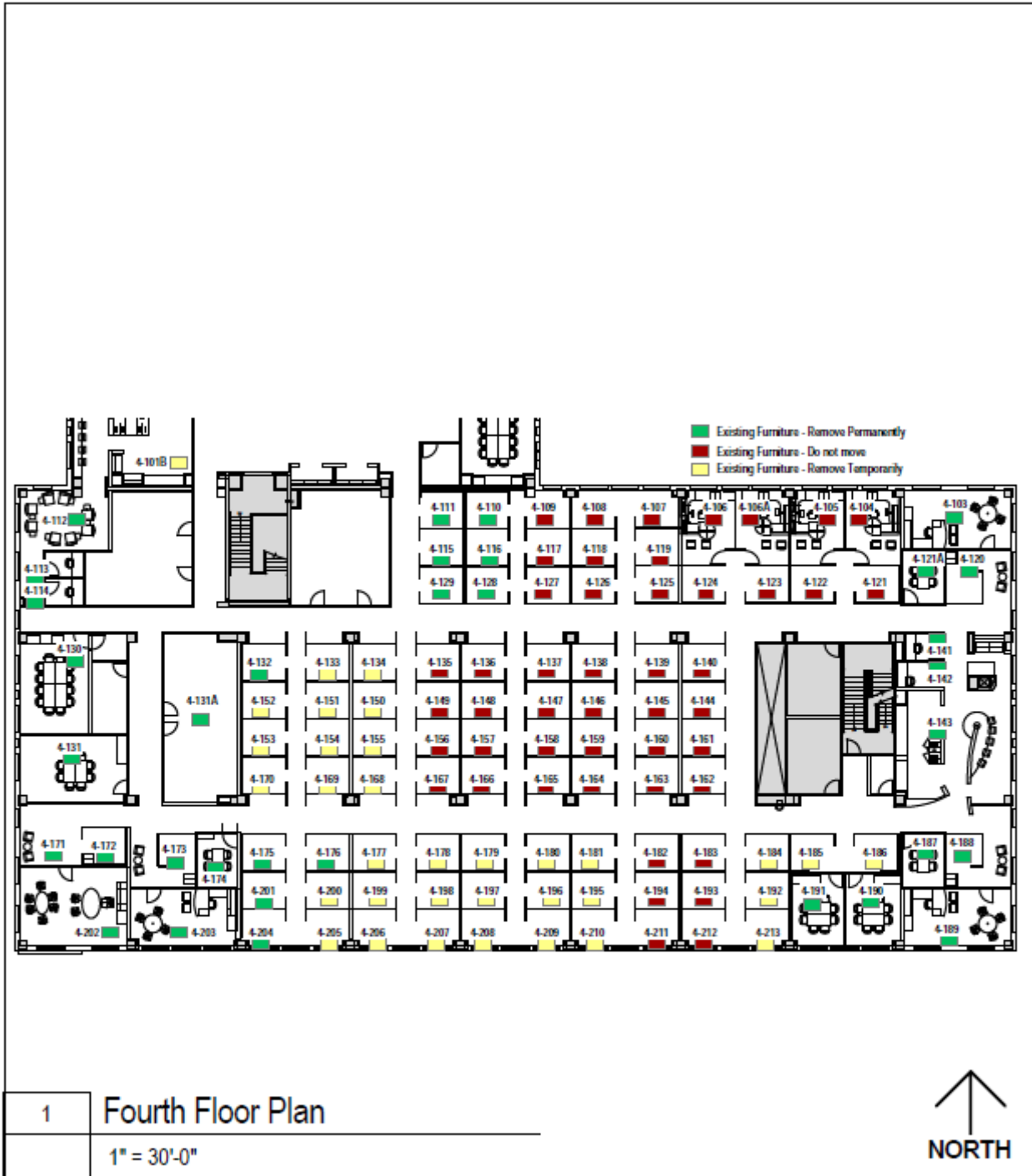



 Gastinger
 Walker
 Harden
 Architects
 617 Wyandotte
 Kansas City, MO
 64105
 816 421 8200 p
 816 421 1262 f
 www.gwhm.com

Fishnet Security
 6130 Sprint Parkway
 Overland Park, Kansas

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Fourth Floor North Existing
 Furniture
EF4.1
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 Kansas City, MO
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Fishnet Security
 6130 Sprint Parkway
 Overland Park, Kansas

1 July 2011 Revised

Fourth Floor South Existing
 Furniture
EF4.2
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