

# LEASE NO. GS-06P-LKS00052

Global Lease  
GSA FORM L100 (03/2016)

This Lease is made and entered into between

## Vantage GSA, LLC

(Lessor), whose principal place of business is 1605 North Waterfront Parkway – Suite 100 Wichita, Kansas 67206-6640, and whose interest in the Property described herein is that of Fee Owner, and

## The United States of America

(Government), acting by and through the designated representative of the General Services Administration (GSA), upon the terms and conditions set forth herein.

Witnesseth: The parties hereto, for the consideration hereinafter mentioned, covenant and agree as follows:

Lessor hereby leases to the Government the Premises described herein, being all or a portion of the Property located at

3207 North Cypress Street  
Wichita, Kansas 67226-4005

and more fully described in Section 1 and Exhibit A, together with rights to the use of parking and other areas as set forth herein, to be used for such purposes as determined by GSA.

## LEASE TERM

To Have and To Hold the said Premises with its appurtenances for the term beginning upon 11/01/2016 or upon acceptance of the Premises as required by this Lease and continuing for a period of

10 Years, 7 Years Firm,

subject to termination and renewal rights as may be hereinafter set forth.

In Witness Whereof, the parties to this Lease evidence their agreement to all terms and conditions set forth herein by their signatures below, to be effective as of the date of delivery of the fully executed Lease to the Lessor.

FOR THE LESSOR:

Name: Paul D. Jackson  
Title: President  
Entity Name: Vantage GSA, LLC  
Date: 10/31/2016

FOR THE GOVERNMENT:

Name: Emily M. Tinsley  
Title: Lease Contracting Officer  
General Services Administration, Public Buildings Service  
Date: 12/1/16

WITNESSED FOR THE LESSOR BY:

Name: Chensse Taylor  
Title: Director of Operations  
Date: 10/31/16

The information collection requirements contained in this Solicitation/Contract, that are not required by the regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

## SECTION 1 THE PREMISES, RENT, AND OTHER TERMS

### 1.01 THE PREMISES (SEP 2015)

The Premises are described as follows:

- A. Office and Related Space: 12,987 rentable square feet (RSF), yielding 12,338 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on the 1<sup>st</sup> floor(s) of the Building, as depicted on the floor plan(s) attached hereto as Exhibit A.
- B. Common Area Factor: The Common Area Factor (CAF) is established as 1.05260172. This factor, which represents the conversion from ABOA to rentable square feet, shall be used for purposes of rental adjustments in accordance with the Payment Clause of the General Clauses.
- C. THIS SUB-PARAGRAPH HAS BEEN INTENTIONALLY DELETED

### 1.02 EXPRESS APPURTENANT RIGHTS (SEP 2013)

The Government shall have the non-exclusive right to the use of Appurtenant Areas, and shall have the right to post Rules and Regulations Governing Conduct on Federal Property, Title 41, CFR, Part 102-74, Subpart C within such areas. The Government will coordinate with Lessor to ensure signage is consistent with Lessor's standards. Appurtenant to the Premises and included in the Lease are rights to use the following:

- A. Parking: 76 parking spaces as depicted on the plan attached hereto as Exhibit B, reserved for the exclusive use of the Government, of which 0 shall be structured/inside parking spaces, and 76 shall be surface/outside parking spaces. In addition, the Lessor shall provide such additional parking spaces as required by the applicable code of the local government entity having jurisdiction over the Property.
- B. Antennas, Satellite Dishes, and Related Transmission Devices: (1) Space located on the roof of the Building sufficient in size for the installation and placement of telecommunications equipment, (2) the right to access the roof of the Building, and (3) use of all Building areas (e.g., chases, plenums, etc.) necessary for the use, operation, and maintenance of such telecommunications equipment at all times during the term of this Lease.

### 1.03 RENT AND OTHER CONSIDERATION (SEP 2015)

- A. The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

	11/01/2016 – 10/31/2019	11/01/2019 – 10/31/2022	11/01/2022 – 10/31/2026
	ANNUAL RENT	ANNUAL RENT	ANNUAL RENT
SHELL RENT <sup>1</sup>	\$244,804.95	\$257,791.95	\$270,778.95
TENANT IMPROVEMENTS RENT <sup>2</sup>	\$22,399.82	\$22,399.82	\$22,399.82
OPERATING COSTS <sup>3</sup>	\$77,050.00	\$77,050.00	\$77,050.00
TOTAL ANNUAL RENT	\$344,254.77	\$357,241.77	\$370,228.77

<sup>1</sup>Shell rent calculation:

(11/01/2016 – 10/31/2019) \$18.85 per RSF multiplied by 12,987 RSF

(11/01/2019 – 10/31/2022) \$19.85 per RSF multiplied by 12,987 RSF

(11/01/2022 – 10/31/2026) \$20.85 per RSF multiplied by 12,987 RSF

<sup>2</sup>Tenant Improvements of \$172,000.00 are amortized at a rate of 5.5% percent per annum over 10 years.

<sup>3</sup>Operating Costs rent calculation: \$5.93285593 per RSF multiplied by 12,987 RSF

- B. THIS SUB-PARAGRAPH HAS BEEN INTENTIONALLY DELETED
- C. THIS SUB-PARAGRAPH HAS BEEN INTENTIONALLY DELETED
- D. Rent is subject to adjustment upon reconciliation from quantities in the Lease to the approved SOW and change orders, based on unit costs negotiated and agreed upon prior to Lease award.
- E. THIS SUB-PARAGRAPH HAS BEEN INTENTIONALLY DELETED
- F. If the Government occupies the Premises for less than a full calendar month, then rent shall be prorated based on the actual number of days of occupancy for that month.
- G. Rent shall be paid to Lessor by electronic funds transfer in accordance with the provisions of the General Clauses. Rent shall be payable to the Payee designated by the Lessor in the System for Award Management (SAM). If the payee is different from the Lessor, both payee and Lessor must be registered and active in SAM.

H. Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:

1. The leasehold interest in the Property described in the paragraph entitled "The Premises."

2. All costs, expenses and fees to perform the work required for acceptance of the Premises in accordance with this Lease, including all costs for labor, materials, and equipment, professional fees, contractor fees, attorney fees, permit fees, inspection fees, and similar such fees, and all related expenses.

3. Performance or satisfaction of all other obligations set forth in this Lease; and all services, utilities, and maintenance required for the proper operation of the Property, the Building, and the Premises in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements, and improvements required to be made thereto to meet the requirements of this Lease.

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1.05 TERMINATION RIGHTS (AUG 2011)

The Government may terminate this Lease, in whole or in part, at any time effective after the Firm Term of this Lease, by providing not less than 90 days' prior written notice to the Lessor. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination.

1.06 THIS PARAGRAPH HAS BEEN INTENTIONALLY DELETED

1.07 DOCUMENTS INCORPORATED IN THE LEASE (SEP 2015)

The following documents are attached to and made part of the Lease:

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
FLOOR PLAN(S)	01	A
PARKING PLAN(S)	01	B
AGENCY REQUIREMENTS	39	
SECURITY REQUIREMENTS	05	
VIDEO LIGHTING SCOPE OF WORK	08	
GSA FORM 3517B GENERAL CLAUSES	46	
GSA FORM 3518-SAM, ADDENDUM TO SYSTEM FOR AWARD MANAGEMENT (SAM) REPRESENTATIONS AND CERTIFICATIONS (ACQUISITIONS OF LEASEHOLD INTERESTS IN REAL PROPERTY)	02	

1.08 TENANT IMPROVEMENT RENTAL ADJUSTMENT (SEP 2015)

A. The Tenant Improvement Allowance (TIA) for purposes of this Lease is \$13.940671 per ABOA SF. The TIA is the amount that the Lessor shall make available for the Government to be used for TIs. This amount is amortized in the rent over the Full Term (10 years) of this Lease at an annual interest rate of 5.5% percent.

B. The Government, at its sole discretion, shall make all decisions as to the use of the TIA. The Government may use all or part of the TIA. The Government may return to the Lessor any unused portion of the TIA in exchange for a decrease in rent according to the agreed-upon amortization rate over the Firm Term.

C. The Government may elect to make lump sum payments for any or all work covered by the TIA. That part of the TIA amortized in the rent shall be reduced accordingly. At any time after occupancy and during the Firm Term of the Lease, the Government, at its sole discretion, may elect to pay lump sum for any part or all of the remaining unpaid amortized balance of the TIA. If the Government elects to make a lump sum payment for the TIA after occupancy, the payment of the TIA by the Government will result in a decrease in the rent according to the amortization rate over the Firm Term of the Lease.

D. If it is anticipated that the Government will spend more than the allowance identified above, the Government may elect to:

1. Reduce the TI requirements;
2. Pay lump sum for the overage upon substantial completion in accordance with the "Acceptance of Space and Certificate of Occupancy" paragraph;
3. Negotiate an increase in the rent.

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1.12 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT (JUN 2012)

As of the Lease Award Date, the Government's Percentage of Occupancy, as defined in the "Real Estate Tax Adjustment" paragraph of this Lease is **100.00%** percent. The Percentage of Occupancy is derived by dividing the total Government Space of **12,987 RSF** by the total Building space of **12,987 RSF**.

1.13 REAL ESTATE TAX BASE (SEP 2013)

The Real Estate Tax Base, as defined in the "Real Estate Tax Adjustment" paragraph of the Lease is **\$40,718.00**. The Real Estate Tax Base year is **2015** for this Lease. Tax adjustments shall not occur until the tax year following lease commencement has passed.

1.14 OPERATING COST BASE (SEP 2013)

The parties agree, for the purpose of applying the paragraph titled "Operating Costs Adjustment," that the Lessor's base rate for operating costs shall be **\$5.93285593** per RSF (**\$77,050.00/annum**).

1.15 THIS PARAGRAPH HAS BEEN INTENTIONALLY DELETED

1.16 HOURLY OVERTIME HVAC RATES (AUG 2011)

The following rates shall apply in the application of the paragraph titled "Overtime HVAC Usage:"

- **\$3.50** per hour per each 6 ton unit. The building has (2) 6 ton units available.
- **\$4.00** per hour per each 7.5 ton unit. The building has (2) 7.5 ton units available.
- **\$4.50** per hour per each 10 ton unit. The building has (2) 8 ton units available.

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