

This Lease is made and entered into between

**Space Center Kansas City, Inc.**

(Lessor), whose principal place of business is 1500 W. GeoSpace Drive, Independence, Missouri, 64056-1783 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

**200 Space Center Drive, Lee's Summit, Missouri 64064-1182**


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**

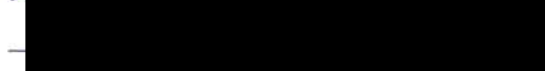
To Have and To Hold the said Premises with their appurtenances for the term beginning **August 15, 2017**, and continuing through **August 14, 2037**, subject to termination and renewal rights as may be hereinafter set forth, to be used for such purposes as determined by GSA.

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: Wes W. Cowan  
Title: Vice President  
Entity Name: Space Center Kansas City, Inc.  
Date: 3/03/2017

**FOR THE GOVERNMENT:**

  
Name: Brian K. Dunlay  
Title: Lease Contracting Officer  
General Services Administration, Public Buildings Service  
Date: 3/3/2017

**WITNESSED FOR THE LESSOR BY:**

  
Name: Catharine L Hughes  
Title: Senior Property Manager  
Date: 3 March 2017

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. Record and Archival Storage, Office and Related Space: **806,794** rentable square feet (RSF), yielding **806,794** ANSI/BOMA Office Area (ABOA) square feet (SF) of record storage, office and related space located on **1** floor(s) as depicted on the floor plan(s) attached hereto as Exhibit **A**. The interior area includes 17 existing stack rooms, 5 office areas, 4 dock receiving areas and related space included in the 806,794 square feet. Exterior space also to be provided by the Lessor includes 7 dock wells, ramps, some with existing open and closed pallet storage areas, smoking areas, break areas for tables and chairs, recycling and dumpster areas. The interior and exterior space that was provided under the previous lease will continue to be provided to the Government.

B. Common Area Factor: The Common Area Factor (CAF) is established as **0 percent**. This factor, which represents the conversion from ABOA to rentable square feet, rounded to the nearest whole percentage, shall be used for purposes of rental adjustments in accordance with the Payment Clause of the General Clauses.

**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: **142** structured parking spaces, reserved for the exclusive use of the Government, of which shall be provided at no additional cost to the Government. 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.

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

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

The rent will be paid based on the square footage listed below.

<u>Occupancy Date</u>	<u>ABOA SF</u>
8/15/2017	806,794

Rent for Lesser periods shall be prorated. Rental payments shall be made monthly in arrears.

The actual rental shall be determined by multiplying 806,794 square feet (in accordance with the paragraph above) at the rate \$4.02 per ANSI BOMA Office Area (ABOA) square feet for "Years" 1 thru 5 and \$4.22 per (ABOA) square feet for "Years"6 thru 20. In no event shall the Government pay rental for space exceeding the square footage listed above. The break-out of rent is described below:

<u>Years</u>	<u>Annual Rent</u>	<u>Monthly Rent</u>	<u>Rate Per BOMA Office Area Square Foot and RSF</u>
Years 1-5			
Base Rent	\$2,452,653.76	\$204,387.81	\$3.04
Operating	\$790,658.12	\$65,888.18	\$ .98
Total	\$3,243,311.88	\$270,275.99	\$4.02
Years 6-20			
Base Rent	\$2,614,012.56	\$217,834.38	\$3.24
Operating	\$790,658.12	\$65,888.18	\$ .98
Total	\$3,404,670.68	\$283,722.56	\$4.22

A. 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.

B. Rent shall be paid to the Lessor by electronic funds transfer in accordance with the provisions of the General Clauses. Rent shall be payable to the Payee designated in the Lessor's Central Contractor Registration.

C. The 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 "Paragraph 1.01 THE PREMISES" created herein;

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

4. All services, utilities (with the exclusion of monthly payments for electric energy shall be excluded from rental consideration, to be paid directly by Government to the utility company, but services shall be provided by Lessor) and maintenance is required for the proper operation of the Property, the Building, and the Leased Premises, in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements and improvements to meet the requirements of this Lease. The Lessor shall ensure that utilities paid directly by the Government are separately metered. The Lessor shall provide and install as part of shell rent, separate meters for utilities. Sub-meters are not acceptable. The Lessor shall furnish in writing to the Contracting Officer, prior to occupancy by the Government, a record of the meter numbers and verification that the meters measure Government usage only. Proration is not permissible. In addition, an automatic control system shall be provided to assure compliance with heating and air conditioning requirements.

5. Lessor shall provide all build-out required per the Lease and its attachments. However, the Government may accept existing building improvements. This determination shall be made at the sole discretion of the Lease Contracting Officer.

6. All requirements listed in this lease and attachments are to be provided by the Lessor unless it specifically states to be provided by the Government.

#### 1.04 TERMINATION RIGHTS (AUG 2011)

The Government may terminate this Lease, in whole or in part, at any time effective after August 14, 2027 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.

#### 1.05 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)	1	A
GENERAL BUILDING REQUIREMENTS AND ATTACHMENTS	253	
GSA FORM 3517B GENERAL CLAUSES	15	
GSA FORM 3518-SAM, ADDENDUM TO SYSTEM FOR AWARD MANAGEMENT (SAM) REPRESENTATIONS AND CERTIFICATIONS (ACQUISITIONS OF LEASEHOLD INTERESTS IN REAL PROPERTY)	2	
LEASE AMENDMENT(S) ISSUED UNDER RLP AMENDMENT No. 1 AND 2	5	

#### 1.06 TAX ADJUSTMENT RATE (JUN 2012)

The Base Year Tax shall be determined by multiplying the rentable square feet of space under lease as of January 1, 2018 for the calendar year taxes are being paid by \$.15 /rsf.

#### 1.07 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 \$.98 per RSF (\$790,658.12/annum).

#### 1.08 HOURLY OVERTIME HVAC RATES (AUG 2011)

There shall be no charge for overtime heating and cooling.

#### 1.09 HUBZONE SMALL BUSINESS CONCERNS ADDITIONAL PERFORMANCE REQUIREMENTS (MAR 2012)

If the Lessor is a qualified HUBZone small business concern (SBC) that did not waive the price evaluation preference then as required by 13 C.F.R. 126.700, the HUBZone SBC must spend at least 50% of the cost of the contract incurred for personnel on its own employees or employees of other qualified HUBZone SBC's and must meet the performance of the work requirements for subcontracting in 13 C.F.R. § 125.6(c). If the Lessor is a

HUBZone joint venture, the aggregate of the qualified HUBZone SBC's to the joint venture, not each concern separately, must perform the applicable percentage of work required by this clause.

LESSOR:      GOVERNMENT: