

**LEASE NO. GS-06P-01037**

This Lease is made and entered into between

Lessor's Name B-SIB, L.L.C.

("the Lessor"), whose principal place of business is 215 N. Stadium Boulevard, Suite 215, Columbia, Missouri 65203-1160 and whose interest in the Property described herein is that of Fee Owner, and

The United States of America

("the 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:

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

601 Business 70 West, Columbia, Missouri 65203-2585

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.

**LEASE TERM**

To Have and To Hold the said Premises with their appurtenances for the term beginning on August 1, 2013 and continuing thru July 31, 2023, subject to termination as may be hereinafter set forth, to be used for such purposes as determined by GSA.

The Government may terminate this Lease, in whole or in part, effective on or after July 31, 2018 by providing not less than 90 days' prior written notice to the Lessor. For suite 240 only, consisting of 6,000 BOMA Office Area Square feet (6,900 rentable) the Government may terminate this space at any time during the first 5 years of the Lease upon 150 days' written notice to the Lessor and upon 90 days' prior written notice after the first 5 years. The effective date of the termination shall be the day following the expiration date 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.

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 L

[Redacted Signature]

Signature:

Name: Prasanna Vasnam

Title: President

Date: 2/25/13

FOR THE G

[Redacted Signature]

Signature:

Name: William A. Vannoy

Title: Lease Contracting Office

Date: 2/29/2013

WITNESSED BY:

[Redacted Signature]

Signature:

Name: [Redacted]

Title: Agency Manager

Date: 2/25/13

**1.01 THE PREMISES (AUG 2011)**

The Premises are described as follows:

**Office and Related Space:** 59,782.75 rentable square feet (RSF), yielding 51,985 ANS/BOMA Office Area (ABOA) square feet (SF) of office and related space based upon a common area factor of 15 percent, located on the first and second floor(s) and known as Suite(s) 250, 140, 147, 213E, 225, 235, 240, 232, 230, and 233 of the Building, as depicted on the floor plan(s) attached hereto as Exhibit A.

**1.02 EXPRESS APPURTENANT RIGHTS (AUG 2011)**

The Government shall have the non-exclusive right to the use of Appurtenant Areas, and shall have the right to post Government Rules and Regulations within such areas. The Government will coordinate with the Lessor to ensure signage is consistent with the Lessor's standards. Appurtenant to the Premises and included with the Lease are rights to use the following:

A. **Parking:** 186 on-site surface parking spaces shall be provided of which 30 spaces shall be marked reserved. The 186 parking spaces must be available for Government use at all times. 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:** Space located on the roof of the Building sufficient in size for the installation and placement of the telecommunications equipment as such may be described herein, together with the right to access the roof and use of, all building areas (e.g., chases, plenums) necessary for the use, operation and maintenance of such equipment at all times during the term of this Lease.

**1.03 RENT AND OTHER CONSIDERATION (AUG 2011)**

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

	45,985 ABOA SQ FT, 52,882.75 RSF (ALL SPACE EXCLUDING [REDACTED] SUITE 240) FIRM TERM YEARS 1-5		45,985 ABOA SQ FT, 52,882.75 RSF (ALL SPACE EXCLUDING [REDACTED] SUITE 240) NON-FIRM TERM YEARS 6-10	
	ANNUAL RENT	ANNUAL RATE/RSF	ANNUAL RENT	ANNUAL RATE/RSF
SHELL RENT	\$517,331.25	\$9.78260870	\$584,009.50	\$11.04347826
TENANT IMPROVEMENTS RENT	\$ 111,889.20	\$2.11579768	\$0.00000000	\$0.00000000
OPERATING COSTS	\$ 126,458.75	\$2.39130435	\$ 126,458.75	\$2.39130435
<b>TOTAL ANNUAL RENT</b>	<b>\$755,679.20</b>	<b>\$14.28971073</b>	<b>\$710,468.25</b>	<b>\$13.43478261</b>

  

	6,000 ABOA SQ FT, 6900 RSF [REDACTED] SUITE 240 NO FIRM TERM YEARS 1-5		6,000 ABOA SQ FT, 6900 RSF [REDACTED] SUITE 240 NO FIRM TERM YEARS 6-10	
	ANNUAL RENT	ANNUAL RATE/RSF	ANNUAL RENT	ANNUAL RATE/RSF
SHELL RENT	\$67,500.00	\$9.78260870	\$76,200.00	\$11.04347826
OPERATING COSTS	\$ 16,500.00	\$2.39130435	\$ 16,500.00	\$2.39130435
<b>TOTAL ANNUAL RENT</b>	<b>\$84,000.00</b>	<b>\$12.17391305</b>	<b>\$92,700.00</b>	<b>\$13.43478261</b>

The Tenant Improvement Allowance of \$459,850 is amortized at a rate of 8 percent per annum over 5 years.  
Rates may be rounded.

B. Rent is subject to adjustment based upon a physical mutual measurement of the Space upon acceptance, not to exceed 51,985 ABOA SF based upon the methodology outlined under the "Payment" clause of GSA Form 3517.

C. Rent is subject to adjustment based upon the final Tenant Improvement (TI) cost to be amortized in the rental rate, as agreed upon by the parties subsequent to the Lease Award Date.

D. 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.

E. 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.

- F. The Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:
- The leasehold interest in the Property described in "Paragraph 1.01, THE PREMISES" created herein;
  - 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;

LESSOR:  GOVERNMENT: 

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.

4. 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 Leased 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. Proration is not permissible. In addition, an automatic control system shall be provided to assure compliance with heating and air conditioning requirements.

G. There shall be no charge for parking required in the Lease.

#### 1.04 TERMINATION RIGHTS (AUG 2011)

The Government may terminate this Lease, in whole or in part, effective on or after July 31, 2018 by providing not less than 90 days' prior written notice to the Lessor. For suite 240 only, consisting of 6,000 BOMA Office Area Square feet (6,900 rentable) the Government may terminate this space at any time during the first 5 years of the Lease upon 150 days' written notice to the Lessor and upon 90 days' prior written notice after the first 5 years. The effective date of the termination shall be the day following the expiration date 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 BY REFERENCE (SEPT 2011)

The following documents are incorporated by reference, as though fully set forth herein:

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
FLOOR PLAN(S)	2	A
AGENCY-SPECIFIC REQUIREMENTS	9	B
SECURITY REQUIREMENT LEVEL 2 (CHANGED IN AMEND. 3)	3	C
GSA FORM 3517B GENERAL CLAUSES	46	D
GSA FORM 3518, REPRESENTATIONS AND CERTIFICATIONS	10	E
AMENDMENTS 1-4	12	F

#### 1.06 TENANT IMPROVEMENT ALLOWANCE (AUG 2011)

A. The Tenant Improvement Allowance shall include all the general contractor fees. It is the successful Offeror's responsibility to prepare all documentation (working/construction drawings, etc.) required to receive construction permits as part of Shell Cost. **NO COSTS ASSOCIATED WITH THE BUILDING SHELL SHALL BE INCLUDED IN THE TENANT IMPROVEMENT PRICING.** (Tenant improvements are the finishes and fixtures that typically take space from the "shell" condition to a finished, usable condition.) The Tenant Improvement Allowance shall be used for the build-out of the Government-demised area in accordance with the Government-approved design intent drawings. All Tenant Improvements required by the Government for occupancy shall be performed by the successful Offeror as part of the rental consideration, and all improvements shall meet the quality standards and requirements of this solicitation and its attachments. There shall be no mark-up of general contractor and any subcontractor fees by the Lessor, nor shall Lessor receive any fees for oversight of Tenant Improvement construction.

B. Tenant Improvement Hard construction costs are defined as direct labor, material and subcontract costs. There is no general contractor contingency allowed for the Tenant Improvement work. All general contractor fees for Tenant Improvement work shall not exceed 10% of the total hard construction costs. General contractor fees include general contractor's general conditions and overhead and profit. The actual general contractor fee percentage, if less than 10 percent shall be sent in with offer for the Tenant Improvement work. For the Tenant Improvement work, no charge shall be made against the hard construction tenant improvement cost including any of the Lessor's soft costs, financing cost, or any other cost necessary to complete the construction of the project. There shall be no mark-up of general contractor and any subcontractor fees by the Lessor for hard costs associated with Tenant Improvement Work/or Change Orders, nor shall Lessor receive any fees for soft costs and oversight of change orders that are within the scope of the Lease that are necessary to complete the project.

C. All general contractor fees for change orders shall not exceed 10% of the hard construction cost for each change order during the construction period. For purposes of this paragraph, the construction period ends once final punchlist items are completed for the entire project. General contractor fees include general contractor's general conditions and overhead and profit. The general contractor fee for change orders shall be the same as the general contractor fee for the entire project during construction. There shall be no mark-up of general contractor and any subcontractor fees by the Lessor for hard costs associated with change orders, nor shall Lessor receive any fees for soft costs and oversight of change orders that are within the scope of the Lease that are necessary to complete the project.

D. Shall the Government change the wall configuration of the space then those hard construction cost changes will be considered a tenant improvement. However, all other items related to those changes will be considered a shell cost as defined in paragraph 1.06 (permits, drawing etc...).

E. Construction work shall be conducted after hours and on weekends unless [redacted] permits construction during the day. At all times a [redacted] employee must be present in the space.

**1.07 TENANT IMPROVEMENT RENTAL ADJUSTMENT (AUG 2011)**

A. The Government, at its sole discretion, shall make all decisions as to the use of the TI Allowance. 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.

B. The Government shall have the right 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 choose to pay lump sum for any part or all of the remaining unamortized 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.

C. If it is anticipated that the Government will spend more than the allowance identified above, the Government shall have the right to either:

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

**1.08 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT, ESTABLISHMENT OF TAX BASE (AUG 2011)**

As of the lease award date, the Government's percentage of occupancy, as defined in the Real Estate Tax Adjustment clause of this lease is 24.17 percent based on 59,782.75 rentable square feet. The percentage of occupancy is derived by dividing the total Government space of 59,782.75 RSF by the total building space of 247,342.78 RSF. Should the Government terminate the [redacted] space, the percentage of Government Occupancy would be equal to 52,882.75 divided by 247,342.78 RSF. = 21.38 percent.

**1.09 OPERATING COST BASE (AUG 2011)**

The parties agree that for the purpose of applying the clause titled "Operating Costs Adjustment" that the Lessor's base rate for operating costs shall be \$2.39130435 per rentable sq. ft.

**1.10 RATE FOR ADJUSTMENT FOR VACANT LEASED PREMISES (AUG 2011)**

(a) If the Government fails to occupy any portion of the leased premises or vacates the premises in whole or in part prior to the expiration of the term of the lease, the operating expense portion of the rent shall be reduced as provided in subparagraph (b) below;

(b) The rate will be reduced by that portion of the costs per BOMA Office Area square foot of operating expenses not required to maintain the space (i.e. janitorial). The Government shall notify the Lessor 30 days prior to vacating the space. At that time, the Lessor shall provide the Government cost information related to operating expenses not required to maintain the Government's space. These proposed operating cost reductions will then be reviewed by the Government to determine if operating cost reductions are fair and reasonable and negotiations may take place if needed. Said reductions must occur on the day the Government vacates the premises and must continue in effect until the Government occupies the premises or the lease expires or is terminated.

**1.11 HOURLY OVERTIME HVAC RATES (AUG 2011)**

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

\$15 per hour for the entire space.

**1.12 24-HOUR HVAC REQUIREMENT (APR 2011)**

The computer room (ADP) requires 24 hours per day 7 days per week cooling at no additional cost to the government. See Agency Special Requirements.

**1.13 ADDITIONAL BUILDING IMPROVEMENTS (AUG 2011)**

In addition to construction of the Tenant Improvements as required in this Lease, the Lessor shall be required to complete the following additional building improvements (e.g., Fire Protection and Life Safety, Seismic, and Energy Efficiency in lieu of Energy Star Label) prior to acceptance of the Space. These are shell items:

- Any cooling unit for the Government's occupied space older than 18 years shall be replaced with new units/systems (shell item and in lieu of Energy Star Label). This does not include the [redacted] space suite 240.

- All restrooms that have not been renovated in the last five years or that do not appear to be in like new condition shall be renovated to a like new condition and meet handicapped accessibility requirements. The [redacted] restrooms shall be completely renovated. This is a shell item. Renovations include repair of and paint of existing partitions to look in like new condition. New paint on walls. Upgrade bath fixtures to high efficiency models (toilets, towel dispensers/dryers, etc...). New lighting fixtures, new countertops and new flooring (does not have to be ceramic flooring and an alternative such as an epoxy flooring may be acceptable) but the alternative must be approved by the Contracting Officer prior to installation. Lessor shall provide professional transition

from the flooring up the wall 46 inches near urinals and toilets areas if it looks professional and can be done in a reasonable time frame. Restrooms shall also meet paragraphs 3.26, 3.37 and 3.38 of the RLP.

- New T-8 parabolic type 2'-0" wide x 4'-0" long fluorescent lighting fixtures shall be provided for the entire space (In lieu of Energy Star Label). This is a shell item. This does not include the [REDACTED] space.

- Occupancy sensors shall also be provided for the entire space (In lieu of Energy Star Label). This is a shell item. This does not include [REDACTED] space suite 240.

- The Lessor shall ensure all deficiencies/failures listed in the July 2012 fire inspection report (signed and dated September 7, 2012) provided by Simplex Grinnell are corrected. All items are to be completed by March 1, 2013. (shell)

LESSOR: CB GOVERNMENT: BAC