

**LEASE NO. GS-06P-21007**

This Lease is made and entered into between

**Lessor's Name**

("the Lessor") Hunt Midwest Real Estate Development, Inc., whose principal place of business is 8300 NE Underground Dr., Kansas City, Missouri 64161-9736, 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

**8300 NE Underground Drive, Kansas City, Missouri 64161-9736**

and more fully described in Section 1 and Exhibit A and B, together with rights for use of 35 structured parking spaces and other areas as set forth herein. The Government shall lease 102,000 BOMA Office Area Square Feet (BOASF) of space with continuing options, at its sole discretion, during the first 5 years for an additional 270,000 BOASF of expansion space consisting of 45,000 BOASF block increments. The options if exercised by the Government, during the 1<sup>st</sup> five years, shall be at the same price per BOASF as the initial 102,000 BOASF. The maximum total square footage including options that may be leased is 372,000 BOASF of space.

To Have and To Hold the said Premises with their appurtenances for the term beginning upon acceptance of the first phase (57,000 BOASF) of the Premises as required by this Lease and continuing for a period of

20 years firm

The commencement date of this Lease shall be 180 days from lease award for the initial 57,000 BOASF of space or the acceptance of space by the Government whichever comes later. An additional 45,000 BOASF block of record storage space shall be completed 90 days after the acceptance of the initial 57,000 BOASF block of space.

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:**

[Redacted Signature]

Name: DAVID H. BOWEN  
Title: President  
Date: 3/25/12

[Redacted Signature]

Lease Contracting Officer  
Date: 3/27/2012

**WITNESSED BY:**

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[Redacted Signature]

Name: MICHAEL BELL  
Title: GENERAL MANAGER  
Date: 3/25/12

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

**1.01 THE PREMISES**

The Premises are described as follows:

- (a) The General Services Administration (GSA) is interested in leasing a building or underground facility of a minimum of 102,000 BOMA Office Area Square Feet (as defined elsewhere in this solicitation) to a maximum of 372,000 BOMA Office Area Feet, available for use by [redacted] to store and service Federal records housed within cubic foot white or brown boxes and stored on steel shelving. The Shelving will be provided and installed by Lessor. The government reserves an option, without any commitment on its part to exercise the option, of having the Offeror construct on the site offered up to 270,000 additional square feet of contiguous records storage space in 45,000 square foot increments at any time during the first five years of occupancy and within 180 days written notice for each additional increment of space as needed.

35 structured on-site parking spaces are required adjacent to [redacted] main entrance to the office space. The parking must be paved, striped and graded for proper drainage. The facility shall provide parking for 5 visitors/contractors and 30 staff members. For an aboveground facility, visitor parking shall be located in the front of the facility and outside the 100 foot set back zone in a separate lot from the staff lot. Staff parking may be within the 100 foot setback, but at least 25' from the building envelope. Staff parking will be located near the front office or adjacent to the loading dock. For an underground facility, segregation of staff and visitor parking is not required, but the stand off identified as a site constraint must be met or other ways to provide sufficient stand off may be discussed with [redacted] security personnel who will work with the offer(s) to further define this requirement as needed.

- (b) Offers must be for space located in a quality building of sound and substantial construction as described in this solicitation for offers, have a potential for efficient layout. For purposes of this solicitation, the definition of BOMA Office Area Square Feet is in the paragraph entitled "BOMA Office Area Square Feet" in the Miscellaneous section of this solicitation.
- (c) The offeror must have expansion capability of approximately an additional 270,000 BOMA Office Area square feet of contiguous space available during the first five (5) years of the lease term upon 180 days notice. The square footage of the expansion blocks will vary. The total square footage could possibly be 372,000 BOMA Office Area square feet.
- (d) Unless otherwise noted, all references in this solicitation to square feet shall mean Ansi BOMA Office Area Square Feet.

**1.02 EXPRESS APPURTENANT RIGHTS**

The Government shall have the 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.

**1.03 RENT AND OTHER CONSIDERATION**

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 footages listed below as long as the Lessor meets the minimum cubic foot capacity of 250,000 boxes for each block of the warehouse space (record storage):

- Block 1, 57,000 BOMA office Area Square Feet (45,000 square foot of warehouse and 12,000 other)
- Block 2, 45,000 BOMA Office Areas Square Feet
- Future options for stack rooms consisting of 45,000 BOMA Office Area Square Feet for Each Block of Space

Rent for lesser periods and for the initial two blocks of space shall be pro-rated. Rental payments shall be paid monthly and in arrears.

The actual rental shall be determined by multiplying the square footage delivered times (in accordance with the paragraph above) the rate \$5.72 per BOMA office area square feet for "Years" 1-5 and \$6.72 per BOMA office area square foot for "Years 6-20". In no event shall the Government pay rental for space exceeding 102,000 BOASF (blocks 1 and 2 described above). The break-out of rent described below is as follows:

Years 1-5	Annual Rent	Monthly Rent	Rate Per BOMA Office Area Square Foot
Base Rent	\$491,640	\$40,970	\$4.82
Operating	\$91,800	\$7,650	\$.90
Total	\$583,440	\$48,620	\$5.72

*SUBJECT TO ADJUSTMENTS PER SECTION 2.07 A.1, A.2 & A.3*  
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Years 6-15 20	Annual Rent	Monthly Rent	Rate Per BOMA Office Area Square Foot
Base Rent	\$593,640	\$49,470	\$5.82
Operating	\$91,800	\$7,650	\$ .90
Total	\$685,440	\$57,120	\$6.72

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*SUBJECT TO ADJUSTMENTS PER SECTION 2.07 A.1, A.2 & A.3*

B. Rent is subject to adjustment based upon a physical mutual measurement of the Space upon acceptance. The record storage space should have a minimum of fifteen feet, one inch clear stacking height above finished floor. For underground storage that does not have the minimum 15-foot high storage availability, the additional required floor area (square footage) to achieve equivalent capacity must be provided at no cost to [redacted] or the Government will pay a reduced rent based on the lossed storage capacity. At no time will the Government pay for more than the projected square footage for the 15 box high space as seen in the space table.

For each block of space that does not meet the 250,000 cubic feet of record storage capacity a reduction in square footage for the calculation of rent will be applied. For example, should an offeror provide 240,000 cubic feet of record storage capacity for a block of space and the space exceeds the 45,000 square foot record storage space requirement, the square footage will be reduced by taking the original square footage requirement for the record storage area 45,000 square feet and subtracting the lossed boxes that is equal to a square footage amount. The lossed boxes in this instance would equate to a reduction in square footage as follows: 10,000 lossed boxes divided by 250,000 boxes = .04. 45,000 x .04 = 1,800 square feet reduction for the block of space. Therefore, the rental of for that block of space would be 45,000 ABOA square feet - 1,800 square feet or 43,200 square feet times the rate per Ansi BOMA Office Areas square foot.

Note: For the 12,000 other square feet required for the non record storage space, any shortage of the 12,000 square will result in a reduction in rent. The rent will equal the the square footage delivered times the rate per square foot. However the Government shall pay for no more than 12,000 Ansi BOMA Office Area square feet.

C. 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. The first phase of space shall be ready for occupancy within 180 days from award (57,000 RSF). The second phase of space shall be ready for occupancy 90 days after the first phase occupancy has been achieved. Space shall not be accepted and rent shall not start prior scheduled occupancy.

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:
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 gas and 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.

**1.04 DOCUMENTS INCORPORATED BY REFERENCE**

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

DOCUMENT NAME	No. OF PAGES	EXHIBIT
FLOOR PLAN(S) AND PARKING PLAN	8	A
GENERAL BUILDING REQUIREMENTS AND ITS ATTACHMENTS	268	B
GSA FORM 3517B GENERAL CLAUSES	33	
GSA FORM 3518, REPRESENTATIONS AND CERTIFICATIONS	7	
AMENDMENTS 1-6	8	

**1.05 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT**

The percentage of Government occupancy is 100 percent.

**1.06 OPERATING COST BASE**

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 \$.90/ANSI BOMA Office Area square feet.

**1.07 RATE FOR ADJUSTMENT FOR VACANT LEASED PREMISES**

In accordance with the section entitled "Adjustment for Vacant Premises" if the Government fails to occupy or vacates the entire or any portion of the Leased Premises prior to expiration of the term of the Lease, the operating costs paid by the Government as part of the rent shall be reduced an amount not required to service and maintain the space due to the vacancy. This amount will be negotiated by both parties should such an instance occur.