

90M 2167

STANDARD FORM 2  
FEBRUARY 1965  
EDITION  
GENERAL SERVICES  
ADMINISTRATION  
FPR (41 CFR) 1-16.601

# US GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE

1/13/2010

LEASE NO. GS-05B-18346

THIS LEASE made and entered into this date by and between KH Bluestream, LLC

Whose address is 2600 Grand Blvd. Ste 700  
Kansas City, MO 64108-4623

and whose interest in the property hereinafter described is that of **OWNER** hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WITNESSETH: The parties hereto for the considerations hereinafter mentioned, covenant and agree as follows:

1. The Lessor hereby leases to the Government the following described premises:  
A total of 124,569 rentable square feet (RSF) of warehouse and related space, which yields 124,569 ANSI/BOMA Office Area square feet (ABOA) of space in a building known as 200 Northpointe Drive located at 200 Northpointe Drive, Fairfield, OH 45104-2231 to be used for such purposes as determined by the General Services Administration. Included in the rent at no additional cost to the Government are four (4) secured surface parking spaces for exclusive use of Government employees and patrons. The Lessor has included 1,685 ANSI/BOMA Office Area square feet (ABOA), which is included in the preceding square footage, at no additional cost or expense to the Government over the full term of the Lease.
2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term that will be determined by supplemental lease agreement upon completion and acceptance of the work required by this lease and continuing for a period of fifteen (15) years, with a firm term of five (5) years subject to termination and renewal rights as may be hereinafter set forth. The actual Lease commencement will be established in a Supplemental Lease Agreement at a later date.
3. The Government shall pay the Lessor annual rent of \$815,948.00 at the rate of \$67,995.67 per month in arrears for years one through five (1 - 5), which consists of annual shell rent of \$773,748.00, annual operating costs of \$42,200.00 and annual amortized tenant improvements cost of \$0.00.  
  
For years six through fifteen (6 - 15) the Government shall pay the Lessor annual rent of \$459,586.16 at the rate of \$38,298.85 per month in arrears, which consists of annual shell rent of \$417,386.16, and annual operating costs of \$42,200.00.  
  
Rent for a lesser period shall be prorated. Rent shall be made payable to:  
**KH Bluestream, LLC  
2600 Grand Blvd. Ste 700  
Kansas City, MO 64108-4623**
4. The Government may terminate this lease in whole or in part at any time on or after the fifth (5th) year, by giving at least ninety (90) days notice in writing to the Lessor and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.
5. ~~This lease may be renewed at the option of the Government for the following rentals: Provided notice is given in writing to the Lessor at least \_\_\_\_\_ days before the end of the original lease term or any renewal term, all other terms and conditions of this lease shall remain the same during any renewal term. Said notice shall be computed commencing with the first day after the date of mailing.~~
6. The Lessor shall furnish to the Government, as part to the rental consideration, the following:
  - A. Those facilities, services, supplies, utilities, and maintenance in accordance with SFO GS-05B-18346 dated January 26, 2010, as amended February 9, 2010 and amended March 3, 2010.
  - B. Build out in accordance with standards set forth in SFO GS-05B-18346 dated January 26, 2010, as amended February 9, 2010 and amended March 3, 2010. All improvements to be completed by the lease effective date identified under Paragraph 2 above.
  - C. Lease term to be effective on the date of acceptance of the leased premises by the Government, and shall be established by a Supplemental Lease Agreement (SLA).
  - D. The Lessor hereby waives restoration.

INITIALS        
LESSOR GOV'T

7. The following are attached and made a part hereof:

- A. Solicitation For Offers GS-05B-18346 dated January 26, 2010 (48 Pages), as amended February 9, 2010 and amended March 3, 2010 and supporting SFO/Special Requirements.
- B. GSA Form 3517B entitled GENERAL CLAUSES (Rev. [11/05]).
- C. GSA Form 3518 entitled REPRESENTATIONS AND CERTIFICATIONS (Rev. [11/07])
- D. Exhibit A - Site Plan. (1 Page)
- E. Exhibit B - Floor Plan (1 Page)
- F. Exhibit C - Floor Plan Storage Test Fit dated 3/5/2010 by RSL Commercial Architecture
- G. Exhibit D - Legal Description (1 Page)
- H. Exhibit E - Contract to Purchase dated February 18, 2010 as Amended June 8, 2010.
- I. Form B-Sensitive but Unclassified Document Notice to Prospective Bidders/Offerors.

8. The following changes were made in this lease prior to its execution:

Paragraph 5 is deleted. Paragraphs nine (9) through Twenty-Two (22) are added.

9. The lease is subject to Real Estate Tax reimbursement. For tax adjustments, the percentage of occupancy is 100%. The base tax year statement will be submitted within 60 calendar days after Lessor's payment of taxes to establish the base tax year. In accordance with the SFO paragraph entitled *Percentage of Occupancy*, the Government shall occupy 100% of the building. This is based on a rentable area of the demised premises of 124,569 SF divided by an entire building size of 124,569 SF.

10. In accordance with the SFO paragraph entitled *Operating Costs Base*, the escalation base is established as \$42,200.00/annum.

11. In accordance with the SFO paragraph entitled *Common Area Factor*, the common area factor is established as 1.00 (124,569 RSF /124,569 USF).

12. Should the Government fail to utilize or occupy the facility, the Government shall remain responsible for the payment of the rental, subject to an Adjustment for Vacant Space. In accordance with paragraph 4.4 of the Solicitation, the Adjustment for Vacant Space is established at \$0.20 per ANS/BOMA Office Area square feet (ABOA) per year.

13. In accordance with Amendment Number 2 to the SFO, Paragraph 4, the Government shall have access and use of the space 24 hours a day, 7 days a week, 365 days a year. The Lessor will not charge any overtime.

14. The Lessor and The Schenk Companies as co-broker with The Crown Partnership, Inc. have agreed to a cooperating lease commission of [REDACTED] of the firm term value of this lease. The total amount of the commission is [REDACTED]. In accordance with the "Broker Commission and Commission Credit" paragraph, the Broker has agreed to forego [REDACTED] of the commission that it is entitled to receive in connection with this lease transaction (Commission Credit).

The commission credit is [REDACTED]. The first [REDACTED] of the entire commission shall be due upon Lease award and the remaining [REDACTED] less the commission credit shall be due upon acceptance of the space by the Government. The Lessor agrees to pay the Commission less the Commission Credit to the Broker in accordance with the "Broker Commission and Commission Credit" paragraph in the SFO attached to and forming a part of this lease.

Notwithstanding Paragraph 3 of this Standard Form 2, the shell rental payments due and owing under this lease shall be reduced to fully recapture this Commission Credit. The reduction in rent shall commence with the first month of the rental payments and continue as indicated in this schedule for adjusted monthly rent:

- a) First month's rental payment \$67,995.67 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted first month's rent.
- b) Second month's rental payment \$67,995.67 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted second month's rent.

15. **WORKING CONSTRUCTION DRAWINGS:** It is mutually agreed to between the parties that the Lessor shall build out the space in accordance with the Solicitation for Offers and the Government approved *Working/Construction Documents* and the *Special Requirements* attached to the SFO. The Lessor shall prepare final working/construction drawings for the improvements illustrated on Exhibit E attached hereto. The working/construction drawings shall include all mechanical, electrical, plumbing, fire safety, lighting, structural, and architectural improvements scheduled for inclusion into the Government-demised area. Working/construction drawings shall also be annotated with all applicable specifications. The resulting product shall reflect requirements which are substantially the same as that specified in the SFO and shall incorporate neither extraneous additions nor deletions of requirements. The Lessor's working/construction drawings shall be due to the Government within twenty (20) working days of the Government's execution and delivery of the Lease. Working/construction drawings shall clearly identify 1) improvements already in place and 2) the work to be done by the Lessor or others.

INITIALS  
LESSOR GOVT

*[Handwritten initials for Lessor and Government]*

16. REVIEW OF WORKING/CONSTRUCTION DRAWINGS: The Government retains the right to review, and request modifications (if necessary) to, the Lessor's construction documents prior to the Lessor's commencement of interior construction. The Government's review of the construction documents is limited to the construction documents' conformance to the specific requirements of the SFO. The Government shall perform all reviews of construction documents within TEN (10) working days of receipt of such from the Lessor. Should the Government require that modifications be made to the Lessor's construction documents, the Government shall state such in writing to the Lessor, and the Lessor shall have TEN(10) working days to cure all noted defects before returning the construction documents to the Government for a subsequent review. Upon complete Government review for conformance of the construction documents to the SFO, the Lessor shall obtain the necessary permits. Notwithstanding the Government's review of the construction documents, the Lessor is solely responsible and liable for the technical accuracy of the construction documents in meeting all requirements and provisions of the lease and the SFO. The Lessor shall obtain the necessary permits and may commence construction of the shell space.
17. The Lessor shall construct all Tenant Improvements in accordance with 1) the Government reviewed working/construction drawings and 2) all terms and conditions of the SFO. The Lessor shall complete Tenant Improvements within SIXTY (60) working days of receiving the notice that the Government has completed its review of the Working/Construction Drawings. The Lessor shall furnish a detailed construction schedule (such as Critical Path Method) to the Government within Five (5) days of receiving the notice of completion of Government's review. Such schedule shall also indicate the dates available for the Government contractors to install telephone/data lines or equipment. The Government reserves the right to access any space within the building during the conduct of interior construction for the purposes of performing inspections or for installing Government-furnished equipment. The Government shall coordinate with the Lessor the activity of Government contractors in order to minimize conflicts with, and disruption to, other contractors on site. Access shall not be denied to authorized Government officials including, but not limited to, Government contractors, subcontractors, or consultants acting on behalf of the Government with regard to this project.
18. All questions pertaining to this lease shall be referred to the Contracting Officer of the General Service Administration (GSA) or his or her designees. The Government occupant is not authorized to administer this lease and GSA assumes no responsibility for any cost incurred by the Lessor except as provided by the terms of this Lease or any other cost authorized in writing by the GSA Contracting Officer. The Lessor will not be reimbursed for any services not provided for in this Lease, including but not limited to: repairs, changes in scope of work, alterations and overtime services with out the written authorization of a Contracting Officer. Additionally, rental will not be paid for occupancy in whole or in part except for the term specified herein.
19. The Government reserves the right to require additional security measures to meet specific tenant occupancy requirements, as may be determined by the Government's building security assessment or any type of Government risk assessment evaluation of the proposed building, location, and tenant mix and to install and maintain its own security system. The system shall remain the property of the Government and the Lessor shall waive all rights of restoration as it pertains to the system.
20. The Government, at its sole option, can elect to eliminate all or any of the following Shell Improvement items and receive a rental reduction over the Firm Term of the Lease in accordance to the following:
  - Floor Infill: reduction [redacted]/Annum.
  - Allow translucent Roof Panels: reduction of [redacted] Annum.
21. The Lessor, at no cost or expense to the Government and as soon as practical, will perform the necessary corrections to bring the premises to standards that meet Seismic Compliance and provide the Government with a copy of the Seismic Certification at completion, documenting such compliance.
22. Lessor warrants and represents to the Government that (a) it has entered into a contract to purchase the property 200 Northpointe Drive, Fairfield, OH; (b) the contract attached hereto as Exhibit D is a true and correct copy of that contract (the "Purchase Contract"); (c) the Purchase Contract is in full force and effect and has not been further modified or terminated; and (d) all contingencies under the Purchase Contract have been met with the exception of item 6(c) of the Purchase Contract. Lessor agrees that within five (5) days of award of this Lease, it will obtain a certified statement from the Seller under the Purchase Contract stating that the Purchase Contract is a true and accurate copy of the Purchase Contract and that the Lessor is not in default of its obligations there under. The Lessor shall, upon receipt of the executed copy of this Lease, proceed with diligence to close on the purchase of the property containing the Premises as soon as possible after the date of this Lease. The Lessor shall provide the Government with its evidence of title in the form of a warranty deed within forty-five (45) calendar days of the receipt of this executed Lease. Notwithstanding anything to contrary contained in the Government's General Conditions, (GSA Form 3517B), the failure of the Lessor to close its purchase of the property and provide the required information to the Government within forty-five (45) calendar days of the receipt of the Lease shall be considered a Default of the Lease and the Government may immediately terminate the Lease.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR  
KH BLUESTREAM

BY \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

Manager  
2600 Grand Blvd Ste 700  
Kansas City Mo 64108  
(Address)

\_\_\_\_\_  
Contracting Officer, General Services Administration  
(Official Title)