

US GOVERNMENT
LEASE FOR REAL PROPERTY

DATE OF LEASE

OCT 03 2002

LEASE NO

GS-06P-20039

THIS LEASE, made and entered into this date by and between

Meritex, Inc.

whose address is

17501 W. 98th Street, #26-32
Lenexa, KS 66219

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: 190,000 BOMA square feet of office and related space, located in the proposed build-to-suit underground building to be located at the Meritex Lenexa Executive Park underground, 17501 West 99th Street, Lenexa, Kansas 66219, and sixty (60) inside parking spaces as indicated on the attached Exhibit "A", consisting of six sheets which are attached and hereby made a part of this Lease. The Government shall have the right of ingress to and egress from the premises at all times. The Government shall have the continuing option, at its sole discretion, to expand the premises up to an additional 275,000 BOMA square feet of office and related space during the first five (5) years of the lease term, at the same price per square foot as the initial 190,000 square feet, upon 120 days notice. The parties hereto understand and agree that the Government may elect to expand its space (i.e., exercise its option) an unlimited number of times, and in varying square footage blocks, during the five (5) year option period. The Lease total square footage could total 465,000 BOMA office area square feet. (See Paragraph 8 of Page 2.)
2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on February 1, 2003 through January 31, 2023, subject to termination and renewal rights as may be hereinafter set forth.
3. The Government shall pay the Lessor annual rent of \$ Sec Paragraph 8, Page 2. Rent checks shall be made payable to: Meritex, Inc.
4. The Lessor shall furnish to the Government, as part of the rental consideration, the following: All building services, supplies, utilities (except electricity) and equipment; heating and air-conditioning equipment; window washing; hot and cold water; chilled drinking water; toilet supplies; janitorial services and supplies; initial and replacement lamps, tubes, and starters, fuses and ballasts; and any and all other services, supplies, equipment and modifications as more specifically set forth in the following documents which are attached hereto and hereby made a part of the Lease.

WES BXD

- A. SFO – Summary Section: Paragraph 1.1 – 1.15
- B. SFO – Award Factors: Paragraph 2.0 – 2.2
- C. SFO – Miscellaneous Section: Paragraphs 3.1 – 3.15
- D. SFO – General Architectural Section: Paragraphs 4.1 – 4.9
- E. SFO – Architectural Finishes Section: Paragraphs 5.1 – 5.16
- F. SFO – Mechanical, Electrical, Plumbing Section: 6.1 – 6.19
- G. SFO – Services, Utilities, Maintenance Section: Paragraphs 7.1 – 7.12
- H. SFO – Safety and Environmental Management Section: Paragraph 8.1 – 8.10
- I. Attachment A: Special Space Requirements
- J. Attachment B: Estimated Quantities
- K. Attachment D: Fire Safety Requirements
- L. Attachment E: XXXXXXXXXX
- M. Amendments 1 – 3

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

Pages 2 through 6 containing Paragraphs 5 through 17; the documents referenced in paragraph 4 above; General Clauses, GSA Form 3517, Paragraphs 1 through 47; Representations and Certifications, GSA Form 3518; GSA Standards of Conduct; and Exhibit "A" consisting of six sheets.

- 6. The words "Sec Paragraph 8 Page 2" were added to Paragraph 3.
- 7. The Lease term is for twenty (20) years. The Lease expires twenty years after Block 1 55,000 square feet (See Paragraph 8 below) initial occupancy presently scheduled for February 1, 2003, or sooner. The other blocks of space or any expansions (see option rights in Paragraph 1 above) will be for time periods of less than twenty years. The Lease will terminate January 31, 2023.
- 8. The Government shall pay the Lessor annual rent of \$644,100.00 ("Years 1-10") (\$3.39 per BOMA Office Area Square Foot); \$691,600.00 ("Years 11-20") (\$3.64 per BOMA Office Area Square Foot). The actual square footage may be more than 190,000 square feet, but the amount the Government shall pay on will be no more than 190,000 square feet for the initial phase (Blocks 1-4, office and dock). The Lessor has guaranteed the Government a minimum of 957,600 cubic feet of box storage in the initial phase, which may cause an increase in square footage above 190,000 square feet. This overage in square feet will not receive any rental payment.

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The option space, if exercised, will be at the same rates per square foot as stated above during the Lease term. The Lessor has guaranteed the Government a minimum of 1,366,512 cubic feet of box storage in the option phase, which may cause an increase in square footage above 275,000 square feet. This overage in square feet will not receive any rental payment. Both phases will meet the 14-box high requirement.

The rent will be paid based on the square footages occupied multiplied by the rate per square foot for each block of space. If the Lessor meets the following minimum square foot increments and cubic foot to square foot ratio of 5.32 for the warehouses during the first phase and 5.1566 for the warehouse and archival option space, the following square footages will then be used to calculate rental payment. If at anytime the square footages are less, then the rental will be reduced accordingly:

- Block 1, 55,000 BOMA office Area Square Feet
- Blocks 2-4, 45,000 BOMA Office Areas Square Feet
- Future options stack rooms 45,000 BOMA Office Area Square Feet
- Future option archival rooms 2-20,000 BOMA Office Area Square Feet
- Future office and dock, 10,000 BOMA Office Area Square Feet

Rent for Lesser periods and square footages shall be prorated. Rental payments shall be monthly in arrears.

9. The space shall be computed in accordance with Miscellaneous Section, Paragraph 3.7, BOMA office area square feet, and upon delivery of the space and mutual field measurement, the actual rental shall be determined by multiplying the square footage delivered times (in accordance with the paragraph above) \$3.39 per BOMA office area square feet for "Years 1-10" and \$3.64 per BOMA office area square foot for "Years 11-20". In no event shall the Government pay rental for space exceeding 190,000 BOMA office area square feet for the first phase or 275,000 BOMA Office Area Square Feet for the second phase.
10. The rental rate does not include the costs of the electric utilities. The Lessor shall provide separate meters for utilities to be paid by the Government.
11. The base rent for operating costs is \$.39 per BOMA office area square foot and subject to annual adjustments as stated in the Miscellaneous Section, Paragraph 3.5.
12. Base year taxes will be established in accordance with Paragraph 3.4 of the Lease. Base year taxes will be established after the option period has ended. The Lessor will try to have the Government's leased building assessed separately from the other buildings in the underground facility after the option period has ended for determination of base year taxes. If it is assessed separately, the percentage of Government occupancy will be 100.00 percent. If it is not assessed separately after the option period has ended, the Government's percentage of occupancy for the Lease will be the percentage of occupancy of the entire underground facility. This percentage could go down in future years depending on the growth of the entire facility. The Government reserves the right to review the Lessor's documents of the entire underground at the time of establishing a base year to ensure the percentage of occupancy is correct. The Government also reserves the right to review lessor's documents in future years to ensure the percentage of occupancy is correct.
13. The build-out of the option expansion space consisting of 275,000 square feet will be the same as the build-out for the initial 190,000 square feet except for the special requirements of the archival space (i.e. off-gasing, HVAC etc). The quantities listed in the SFO shall be applied to the initial space. Additionally, an equal amount of quantities as provided in the initial space shall be provided for the option expansion space as described in the following example: Attachment B.1.A, 422 square yards of carpet tile shall be included in the rental for the initial 190,000 square feet and an additional 422 square yards of carpet tile shall be included in the rental for the 275,000 square foot option expansion. Total quantity of square yards of carpet tile is 844 square yards. A reconciliation will be completed after each office and dock areas are completed.

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14. The following unit costs agreed to by the Lessor will be used for reconciliation as specified by the SFO Miscellaneous Section, Paragraph 3.1. Actual quantities will not be determined until design intent drawings are completed. To enable an equitable settlement, if the Government design intent drawings depart from the estimate outlined in Attachment B, the Lessor's unit cost for each of the items listed below will be used. GSA will use each unit cost to make a lump sum payment or rental increase if the amount of material required by the layout is more than specified in Attachment B or take credit from the initial rental payment or future rental payments, if necessary, if the amount is less than specified in Attachment B. The credit or debit will be made without an interest calculation. The following unit costs will be used during the first year of the Lease as specified by the SFO Miscellaneous Section, Paragraph 3.1:

1. FLOOR MATERIALS

- a. Cost to provide and install one (1) square yards of carpet tile [redacted] per SY
- b. Cost to provide and install one square feet of 1/8" vinyl composition tile [redacted] per SF

2. WALLS: INTERIOR

- a. Cost to provide and install one (1) linear foot of office subdividing ceiling high vinyl covered partitions [redacted] per LF
- b. Cost to provide and install one (1) linear foot of office fabric wrapped wall panel subdividing ceiling high partitions [redacted] per LF

3. DOORS: INTERIOR

- a. Cost to provide and install one door & frame [redacted] each
- b. Cost to provide and install one double door & frame [redacted] each

4. ELECTRICAL OUTLETS

- a. Cost to provide and install one wall duplex outlet [redacted] each
- b. Cost to provide and install one wall GFI duplex outlet [redacted] each
- c. Cost to provide and install one system furniture wall junction box [redacted] each
- d. Cost to provide and install one dedicated wall duplex outlet [redacted] each

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5. TELEPHONE & DATA OUTLETS

- a. Cost to provide and install one wall telephone outlet [redacted] each
- b. Cost to provide and install one wall data outlet [redacted] each

6. Miscellaneous

- a. Entrance/office function lockset, meeting the requirement of the SFO paragraphs 5.6 & 5.7 [redacted] each
- b. Simplex model 1000 or equal keyless access control lock [redacted] each
- c. Electric strike, 24 volt DC, fail secure, Folger Adam, or equal [redacted] each
- d. Dedicated 1 pole, 220 volt, 20 ampere circuit, outlets [redacted] each
- e. Base cabinet unit including sink, disposal & soap & paper towel dispenser [redacted] each
- f. Base cabinet unit [redacted] each
- g. View [redacted] [redacted] [redacted] each
- h. Dry marker board (4'x 8')w/tray and wood frame [redacted] each
- i. Motorized projection screen, 5' x 5' [redacted] each
- j. Adjustable Dock Light [redacted] each
- k. Dock leveler with a minimum capacity of 20,000 pounds [redacted] each
- l. A pair of bumper guards per dock [redacted] each
- m. Truck wheel chocks per dock [redacted] each
- n. Provide and install Public Address [redacted] each
- o. Provide and install [redacted] system [redacted] each

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15. The Lessor waives restoration for the alterations necessary for the initial occupancy and for any future alterations.
16. All alterations and modifications shall be performed by skilled workers in accordance with acceptable standards of good workmanship
17. The Lessor will use an alternate type of coating on the ceiling. The name of the product is Protec. It shall provide a bright white coating throughout the term of the Lease. If used in the archival areas, it shall meet all the requirements as stated in NARA 1571.

hereto have herunto subscribed their names as of the date first above written.

LE

BY

10/2/02

(Signature)

IN

10/2/02

(Address)

UNITED STATES OF AMERICA GENERAL SERVICES ADMINISTRATION

BY

Contracting Officer

(Official title)

STANDARD
FEBRUARY 1965 EDITION

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