

LEASE NO. GS-06P-11087

Succeeding/Superseding Lease
GSA FORM L202 (September 2011)

This Lease is made and entered into between

Lessor's Name Space Center Kansas City, Inc.

("the Lessor"), whose principal place of business is 1500 West GeoSpace Drive, Independence, MO 64056-1710 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.

Witnessed: 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

210 S. GeoSpace Drive, Independence, Missouri, 64056-1710, 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 **June 1, 2012**, and continuing through **May 31, 2022** 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 COWAN
Title: VICE PRESIDENT
Date: 5/17/12

FO



Brian R. [Redacted]
Lease Contracting Officer
Date: 5/17/2012

WITNESSED BY:



Name: [Redacted]
Title: Senior Property Manager
Date: 17 May 2012

LESSOR: [Signature] GOVERNMENT: [Signature]

SECTION 1 THE PREMISES, RENT, AND OTHER TERMS

1.01 THE PREMISES (SUCCEEDING) (AUG 2011)

This lease is a succeeding lease. Unless otherwise noted to provide new, the Government accepts the existing Leased premises and tenant improvements.

All of the existing improvements that has been provided by the Lessor shall be property functioning during the term of the Lease so as to provide the Government's access to, occupancy, possession, use and enjoyment of the premises as provided in this Lease. If there is a conflict in the documents and what is an existing tenant improvement then existing improvement in place shall prevail as long the existing improvements are property functioning during the term of the Lease so as to provide the Government's access to, occupancy, possession, use and enjoyment of the premises as provided in this Lease.

The only tenant improvements that need to be completed is the replacement of the existing carpeting and the repair of wall covering where the covering is pulling away from the wall

This document also explains other services, operation and maintenance requirements that shall be met during the term of the lease.

Lessor is required maintain the space as follows: Except in case of damage arising out of the willful act or negligence of a Government employee and unless otherwise stated in the Lease, the Lessor shall maintain the premises, including the building, building systems, and all equipment, fixtures, and appurtenances furnished by the Lessor under this lease, in good repair and condition so that they are suitable in appearance and capable of supplying such heat, air conditioning, light, ventilation, safety systems, access and other things to the premises, without reasonably preventable or recurring disruption, as is required for the Government's access to, occupancy, possession, use and enjoyment of the premises as provided in this lease. For the purpose of so maintaining the premises, the Lessor may at reasonable times enter the premises with the approval of the authorized Government representative in charge.

The Premises are described as follows:

Office, production, warehouse and Related Space: 91,419 rentable square feet (RSF), yielding 91,419 ANSI/BOMA Office Area (ABOA) square feet of office and related space based upon a Common Area Factor of 1.0, located 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: 30 structured parking spaces adjacent to the building office area. Lessor shall ensure 30 parking spaces are available at all times for the Government's use.

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

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

	6/1/2012 – 5/31/2017		6/1/2017 - 5/31/2022	
	Annual Rent	Annual Rate/RSF	Annual Rent	Annual Rate/RSF
Base Rent	\$422,355.78	\$4.62	\$436,982.82	\$4.78
Operating Costs	\$ 93,247.38	\$1.02	\$93,247.38	\$1.02
Total Annual Rent	\$329,108.40	\$3.60	\$343,735.44	\$3.76

B. 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.

C. 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.

D. 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; All items are to be provided by Lessor as part of this lease unless otherwise stated to be provided by Government or states excluded from the Lessor's responsibility.
4. All services, utilities (with the exclusion of **electricity usage bills paid to the utility company**), and maintenance (**those items stated to be provided by or the responsibility of the Government**) 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. The Government shall be responsible for paying the cost of [**electricity usage**] directly to the utility provider. The Lessor shall ensure that such utilities 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 LCO, prior to occupancy by the Government, a record of the meter numbers and the meters measure Government usage only. Proration is not permissible.

1.04 TERMINATION RIGHTS (SUCCEEDING) (SEP 2011)

The Government may terminate this Lease, in whole or in parts, at any time effective on or after **May 31, 2017** 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 BY REFERENCE (AUG 2011)

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

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
FLOOR PLAN WITH PARKING(S)	1	A
AGENCY SPECIFIC REQUIREMENTS	19	B
ADDITIONAL SECURITY REQUIREMENTS	2	C
GSA FORM 3517B GENERAL CLAUSES	48	
GSA FORM 3518, REPRESENTATIONS AND CERTIFICATIONS	10	

1.06 TENANT IMPROVEMENT RENTAL ADJUSTMENT (SUCCEEDING) (AUG 2011)

The Government shall have the right to make lump sum payments for any or all work covered by the Tenant Improvement (TI) scope. That portion of the rental payments attributable to amortization of the TIs shall be reduced accordingly. At any time after lease term commencement 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 principal balance of the TIs. If the Government elects to make a lump sum payment for the TIs after lease term commencement, the payment by the Government will result in a decrease in the rent according to the amortization rate over the remaining firm term of the Lease.

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

The Real Estate Tax Base, as defined in the Real Estate Tax Adjustment clause of the Lease is \$27 per square foot.

1.08 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 \$1.02 per rentable sq. ft (\$93,247.38/annum).

1.09 RATE FOR ADJUSTMENT FOR VACANT LEASED PREMISES (AUG 2011)

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 by amount to be negotiated shall such an incident occur.

1.10 LESSOR'S OVERHEAD AND PROFIT FEE FOR ALTERATIONS

Lessor's overhead and profit fee for alterations projects (project that are currently not included in the Lease to be completed) throughout the lease term shall not exceed 15% of total TI construction costs. Fees shall be evaluated by the Government for each project to determine reasonableness. Additional maintenance cost will be determined on a project by project bases.