

1 **United States Government Lease for Real Property**
2 **Standard Form 2**
3 **June 14, 2010**
4 **GS-06P- 80028**
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6 This lease (as may be amended from time to time, the "Lease") is made and entered into this date by and
7 between

8 CenterPoint Zimmer, LLC, a Missouri Limited Liability Company

9 Whose address is:
10 1808 Swift Drive
11 Oakbrook, Illinois 60523
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13 Hereinafter called the "Lessor", and the UNITED STATES OF AMERICA acting by and through the U.S.
14 General Services Administration, hereinafter called the "Government" (collectively, the "Parties");

15 WITNESSETH:

16 WHEREAS: In accordance with the terms of this Lease, the Lessor will design, construct and maintain a
17 manufacturing campus facility for the Government consisting of: (A) five buildings (each a "Building", and
18 collectively the "Buildings"); (B) an approximately 1.4 acre covered wareyard with a small office; (C) a
19 minimum of 2,410 on-site parking spaces for Government use; (D) certain landscape and hardscape
20 improvements; (E) infrastructure necessary to serve the Project (defined below) including, but not limited
21 to, municipal water, sanitary sewer, storm sewer, natural gas service, data and telecommunications
22 service and primary electrical power, all located on the Land (defined below) (collectively, the "On-Site
23 Infrastructure"); and (F) certain other incidental and ancillary improvements, including Tenant
24 improvements (as defined below) (the design and construction of all such items (A) through (F), being
25 referred to as the "Project"). The aforementioned items (A) through (F), once all have been constructed,
26 and together with the Lessor's interest in the Land, are collectively referred to as the "Premises." The
27 Premises are anticipated to consist of approximately 1,509,950 rentable square feet of floor area in total,
28 yielding approximately 1,223,870 ANSI/BOMA office area (usable) square feet. In accordance with
29 Section 2.C.(1) below and Section 17 of the SFO Clauses, the Parties agree to utilize Building Information
30 Modeling in accordance with "GSA Building Information Modeling Guide Series 02: GSA BIM Guide for
31 Spatial Modeling Validation" version 0.96 published May 1, 2007 and utilizing Solibri Model Checker 5.0,
32 and drawings shall be prepared in a BIM format utilizing Autodesk Revit (.rvt files) and Navisworks (.nwd
33 file) systems (all of the foregoing, collectively, "BIM") to assist in the measurement of the Premises (and
34 each increment thereof).
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36 WHEREAS: The Project will be constructed on certain land, comprised of approximately 185 total acres,
37 and located at the northwest intersection of Missouri State Route 150 and Botts Road in Kansas City,
38 Missouri, as more particularly described on the "Land Legal Description" attached hereto and made a part
39 hereof (the "Land"). The Land is commonly known as 14500 Botts Road, Kansas City, Missouri.

40 WHEREAS: It is intended that during the construction of the Project, certain portions of the Land will be
41 conveyed or dedicated to certain governmental entities for right of way and ancillary purposes. After and
42 notwithstanding such conveyances and/or dedications, the term "Land", as used herein, shall continue to
43 refer to the remaining acres of land upon which the Project is constructed. The Parties shall execute a
44 Supplemental Lease Agreement (an "SLA") memorializing such conveyances and/or dedications and the
45 resulting total acreage of the Land remaining.

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46 WHEREAS: Botts Road Development, L.L.C. (the "Land Owner") owns fee title to all of the Land.

47 WHEREAS: The Government and the Land Owner are parties to that certain Option Agreement, dated
48 April 13, 2007, amended by Amendment #1, dated December 17, 2008, amended by Amendment #2
49 dated January 21, 2010, and amended by Amendment #3 dated May 26, 2010, pursuant to which the
50 Government has an assignable option to purchase the Land (the "Option Agreement").

51 WHEREAS: Upon lease award the Government shall assign its rights under the Real Estate Option
52 Agreement to the Lessor who shall exercise said option and purchase the land in accordance with the
53 Option Agreement terms.

54 WHEREAS: On the Real Estate Closing Date, the Parties and the lenders (as defined below), shall enter
55 into one or more mutually acceptable subordination, nondisturbance and attornment agreements and
56 multi-party agreements recognizing the rights of the respective parties pursuant to this Lease.

57 NOW THEREFOR, The parties hereto for the consideration hereinafter mentioned, covenant and agree
58 as follows:

59 **1. General Provisions**

60 A. All time periods set forth in this Lease, including, without limitation, those
61 which begin tolling based upon "Lease Award" or other words to that effect, shall begin tolling on
62 the date that the Lease documents are fully executed by both Parties. The term "Real Estate
63 Closing Date" shall mean the single date upon which each of the Option Agreement, this Lease,
64 and any other documents necessary to effectuate the transactions contemplated hereunder,
65 have been fully executed and delivered by the respective parties to such agreements. The date
66 of this Lease is the date that this Lease is fully executed and delivered by the Parties.

67 B. As used herein, the term "Laws" shall mean all present and future laws,
68 ordinances (including without limitation, zoning ordinances and land use requirements),
69 regulations, codes, orders and recommendations (including, without limitation, those made by
70 any public or private agency having authority) concerning the construction, management, use,
71 occupancy, and condition of the Premises and all machinery, equipment, furnishings, fixtures,
72 personnel, and improvements therein.

73 C. Notwithstanding anything to the contrary in this Lease, in event of any
74 termination of this Lease the Lessor shall not be entitled to compensation from the Government
75 for any costs incurred by the Lessor in its pursuit of the Project or this Lease.

76 **2. Project Improvements, Tenant Improvements and Premises**

77 A. The Government shall have the right of ingress to and egress from the
78 Premises prior to and after acceptance of Premises or a portion thereof.

79 B. The Project shall be designed and constructed in accordance with this Lease
80 and its attachments, including but not limited to that certain "Program of Requirements" dated
81 April 10, 2009, attached hereto and made part hereof (the "POR") and in accordance with all
82 Laws. The attached KCRIMS Summary of Shell-TI Occupancy Items, dated April 10, 2009 (the
83 "Shell-TI Matrix") sets forth certain work to be performed by the Lessor in accordance with this
84 Lease at the Lessor's cost and expense (such work being the "Building Shell") and certain work
85 to be performed in accordance with this Lease by the Lessor at the Government's cost and

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expense, subject to the Government's right to use the Tenant Improvement Allowance (as defined below) for such work (such work being the "Tenant Improvements"). All construction costs related to the Building Shell shall be deemed "Shell Costs," and all construction costs related to the Tenant Improvements shall be deemed "Tenant Improvement Costs."

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C. Measurement

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(1) The measurement of the Buildings and the wareyard office shall be in accordance with: (a) drawings Number A012REV1 and A003REV1, both dated February 18, 2009, attached hereto and made a part hereof (the "Rentable Square Footage Drawing") (b) ANSI/BOMA Office Area and Usable Square Feet Standards as defined below and (c) the Building Information Model (BIM) (as that term is defined in Section 17 of the SFO Clauses attached hereto and made a part hereof) GSA Building Information Modeling Guide Series 02: GSA BIM Guide for Spatial Modeling Validation version 0.96 published May 1, 2007. Prior to the commencement of such construction, the Parties shall agree on what the anticipated usable square footage of each building should be after completion of construction based on the BIM (the agreed upon usable square footage being the "Stipulated Square Footage"). If, during construction, any building deviates from the Stipulated Square Footage for such building, the Lessor shall promptly bring the building into conformity with the BIM and the Stipulated Square Footage. So long as, upon final acceptance of each increment (which may involve field measurement of the space to verify square footage delivered), the subject building conforms to the applicable Stipulated Square Footage, the square footage of each such increment shall be deemed accurate and conclusive for the purposes of determining Base Rent, Service Agreement Rent and prorated Payments In Lieu of Taxes (PILOT). The Government will not pay rent for rentable square feet delivered in excess of 1,509,950. The Lessor must deliver a minimum of 1,223,872 usable square feet, except as the Contracting Officer permits. After final acceptance of each Increment, the accepted space measurements for that Increment shall be fixed and unalterable. Then, after final acceptance of all buildings and space and thereafter for the lease term, the accepted space measurements shall be fixed and unalterable; the consequent economics, including, without limitation, the determination of Base Rent, PILOT Payments or Service Agreement Rent are not subject to re-measurement.

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The Government will perform periodic interim field measurements of the Buildings at the following construction progress points for each Building: (i) completion of footings and foundations, (ii) following the erection of exterior walls and erection of interior MFL demising walls, (iii) completion of interior hallway and corridor demising walls, and (iv) completion of other interior demising walls. The results of these measurements will be shared with the Lessor. In accordance with SFO Clauses paragraph 34, the Lessor is completely responsible for designing, constructing, operating and maintaining the Premises in full accordance with the requirement of this Lease.

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ANSI/BOMA Office Area square feet and usable square feet are used interchangeably throughout this Lease. The "ANSI/BOMA Office Area" reference applies to all usable space (office, manufacturing and special spaces).

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For the purposes of this lease, the Government recognizes the American National Standards Institute/Building Owners and Managers Association

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(ANSI/BOMA) international standard (Z65.1-1996) definition for Office Area, which means "the area where a tenant normally houses personnel and/or furniture, for which a measurement is to be computed."

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ANSI/BOMA Office Area square feet shall be computed by measuring the area enclosed by the finished surface of the room side of corridors (corridors in place as well as those required by local codes and ordinances to provide an acceptable level of safety and/or to provide access to essential building elements) and other permanent walls, the dominant portion (refer to above-referenced Z65.1-1996) of building exterior walls, and the center of tenant-separating partitions. Where alcoves, recessed entrances, or similar deviations from the corridor are present, ANSI/BOMA Office Area square feet shall be computed as if the deviation were not present.

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For Office Building 1 ANSI/BOMA standard method for measuring floor area in office buildings should be calculated per guidelines for a "Single Tenant Floor". Specifically, any internal circulation space around cubicles may be treated as usable space. In addition the connecting walkway from Building 1 to Building 2 shall be considered usable space to the point at which it enters Building 2, at this point the guidance provided in the Program of Requirements, A-6 drawing takes precedence and defines that space as common space, not usable. Under no circumstances are spaces typically assumed to be common (Lobby, restrooms, elevator lobbies, vertical shafts, equipment rooms, etc.) to be counted as usable space.

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(2) The maximum rentable square footage for the purposes of calculating Base Rent (defined below) payments is 1,509,950 rentable square feet.

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(3) The Premises shall include space for two property management offices. One such office will be a GSA Property Management Office of 600 usable square feet included in the usable square footage for Building 1 as referenced in Section 2.E below. A second office will be the Lessor's Property Management Office which shall be located in close proximity to the GSA Property Management Office, but not be included in the total rentable square footage calculations. Both property management offices shall be clearly identified on any floor plans.

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D. Parking and Wareyard.

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(1) The initial on-site parking for visitors and employees (i.e., not less than 2,410 parking spaces) shall be distributed throughout the Premises to allow for appropriate access to the facility at ingress and egress points. If requested, an additional 300 parking spaces shall be constructed by the Lessor in accordance with the Lease and paid for in accordance with Section 35, Changes, of the General Clauses.

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(2) The initial 2,410 parking spaces shall be constructed in accordance with the Lease. The parking spaces, the covered wareyard and office shall be constructed as part of Building Shell or Tenant Improvements, as set forth on the Shell-TI Matrix, and shall be constructed in accordance with the Lease.

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E. Building Square Footage. The following are the Stipulated Square Footage for each Building and certain other portions of the Project. Only a portion of the rentable and usable square footage in Building 5 and the wareyard are included for purposes of Base Rent payments.

	Rentable Square Feet	Usable Square Feet
Building 1, Office Building	333,522	269,550
Building 2, Manufacturing Building	755,355	617,159
Building 3, Special Manufacturing Building	100,581	72,891
Building 4, National Secure Manufacturing Center (NSMC)	320,672	260,872
Building 5 *	3,200	3,200
Wareyard Office	200	200
Total:	1,513,530	1,223,872

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*These square footages are for the Industrial Waste Pretreatment Facility and De-ionized/Reverse Osmosis Facility which are part of Building 5.

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The Government will not pay rent for rentable square feet delivered in excess of 1,509,950

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3. Term

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The Lessor shall lease to the Government, and the Government agrees to lease, for a term of twenty (20) years from and after the Lease Commencement Date (defined below), such time period being the "Lease Term." The period of time from the date of Lease execution by both Parties until the day before the Lease Commencement Date is referred to herein as the "Construction Period." The Government's occupancy of the initial portions of the Premises is anticipated to begin on or about the last day of the 29th full calendar month after Real Estate Closing Date in accordance with that certain mutually agreed upon design and construction schedule entitled "NNSA Overall Building Design and Construction", attached hereto and made a part hereof (the "Design and Construction Schedule"). The Parties agree that the Design and Construction Schedule will be updated as of the Real Estate Closing Date (subject to the agreement of the Parties) and memorialized in an SLA. Thereafter, all references in this Lease to the Design and Construction Schedule shall refer to such updated Design and Construction Schedule.

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200 4. Rent and Other Payments

201 A. Gross Rent. The term "Gross Rent" means collectively the Base Rent, the
202 Service Agreement Rent and PILOT Payments. Gross Rent and any other payments shall be
203 made payable by direct deposit into the financial institution of the Lessor, or the Lessor's
204 approved designee, pursuant to General Clauses, Electronic Funds Transfer Payment. Gross
205 Rent shall be in the following amounts:

206 (1) Base Rent. The annual amount of Base Rent (as defined in Section 1 of the
207 General Clauses) shall be \$53,302,271.00 (i.e., \$35.30 per rentable square foot,
208 rounded) (the "Base Rental Rate"), payable at a rate of \$4,441,855.92 per month
209 in arrears. The Base Rent is net of all Service Agreement Rent.

210 Annual Base Rent includes:

211 (a) a component for the Building Shell equal to \$41,064,525.00 plus

212 (b) a component for a tenant improvement allowance of \$125,516,012.46
213 to be fully amortized at a rate of 7.6360% (the "Tenant Improvement Allowance")
214 equal to \$12,237,746.00.

215 As the tenant improvement allowance is fully amortized over the lease term, no
216 value may be attributable to the tenant improvements in the event of purchase of
217 the premises at the end of the lease term. Additionally, no value may be
218 attributed to the tenant improvements in the event of any extension of the lease
219 term beyond the initial term by renewal, extension, hold-over or agreement to
220 supersede this lease.

221 (2) Service Agreement Rent and PILOT Payments. The annual base amount of
222 Service Agreement Rent (as defined in Section 1 of the General Clauses plus the
223 annual PILOT Payments (as defined in Section 20 of the SFO Clauses) shall be
224 \$8,256,501.00 per year (i.e., \$5.47 per rentable square foot, rounded) at a rate
225 of \$688,041.75 per month in arrears.

226 For the purpose of documenting the calculation of Service Agreement Rent and
227 PILOT Payments the following is how the total of \$8,256,501.00 annually is
228 determined: \$2,241,223.00, base operating expenses plus, \$5,202,929.00
229 Payment in Lieu of Taxes plus, \$271,791.00 base insurance costs plus,
230 \$316,350.00 building maintenance/reserve plus, \$224,208.00 management
231 expense.

232 Payments In Lieu of Taxes (PILOT) payments as provided in section 20 of the
233 SFO clauses, shall be paid by the Government in lieu of Base Year Real Estate
234 Taxes in the amount of \$5,202,929.00 for each of the lease term.

235 B. Payments. All payments due to the Lessor pursuant to this Lease shall be
236 made in accordance with Sections 21 and 24 of the General Clauses.

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237 5. Lease Commencement and Rent Commencement

238 A. The Government desires that the Project be delivered in Increments (as
239 defined below) taking into account the Government's relocation phasing plan and the Lessor's
240 ability to deliver the Project in a cost effective manner. The Delivery Date (as defined in the
241 General Clauses) plan is as follows:

242 (1) Phase 1: Building 1: Office Building, Building 2: Manufacturing Building, Building
243 3: Special Manufacturing Building, Wareyard and Building 5 substantially
244 complete not later than November 15, 2012.

245 (2) Phase 2: Building 4: [REDACTED] substantially complete not later than May 15, 2013.

246 B. Subject to Section 10 of the General Clauses, the Government has elected to
247 accept portions of the Project (each such portion an "Increment", whether such Increment be an
248 entire Building or portion thereof) as Substantially Complete. The intent is for the Government
249 to accept Increments as defined above in subsection A(1) and A(2). The date upon which the
250 Government accepts any Increment shall be deemed the "Space Acceptance Date" and the
251 "Rent Commencement Date" shall be the day following the "Space Acceptance Date" for such
252 Increment and the Government's obligation to pay Base Rent (as defined in Section 1 on the
253 General Clauses), Service Agreement Rent (as defined in Section 1 of the General Clauses),
254 and Payments in Lieu of Taxes (PILOT) payments for the accepted Increment shall commence
255 subject to determined delays.

256 C. Notwithstanding Section 5.B. to the contrary, if the Lessor shall achieve
257 Substantial Completion of any Increment(s) and the Contracting Officer shall accept such
258 Increment(s) earlier than the Delivery Date(s) as set forth in subsections A(1) and A(2) of this
259 Section 5, the Rent Commencement Date for each such early Increment shall nonetheless be
260 the day after its scheduled Delivery Date in said subsections A(1) and A(2), it being the intention
261 of the parties that the respective Rent Commencement Dates for all of the Increments, and the
262 Lease Commencement Date of the Project, shall not be sooner than would have occurred if
263 each Increment was Substantially Complete and accepted on its respective Delivery Date under
264 said subsections A(1) and A(2). Lessor waives any claim for rents otherwise owing in the event
265 of early occupancy.

266 D. The Project shall be accepted by the Government in accordance with Section
267 32 of the SFO Clauses and Section 10 of the General Clauses. All Space Acceptance Dates
268 and Rent Commencement Dates shall be documented as they occur with one or more SLAs.
269 Upon Substantial Completion and acceptance by the Government of each increment, the Lessor
270 and Government shall execute an SLA setting forth the Space Acceptance Date and Rent
271 Commencement date for each increment.

272 E. Promptly after the Rent Commencement Date of the last Increment, the Rent
273 Commencement Dates for each Increment shall be blended into a composite weighted average
274 to establish an overall composite lease commencement date (the "Lease Commencement
275 Date") for the entire Premises for the purposes of establishing the Lease Term. The Lease
276 Commencement Date shall be computed by taking into account the Rent Commencement
277 Dates (including any revised Rent Commencement Dates due to Lessor Delay or Government
278 Delay) and the percentage of space delivered as of each Rent Commencement Date relative to
279 the total Premises. The Parties shall execute an SLA to establish the Lease Commencement
280 Date. The following is an illustrative example of how the Lease Commencement Date will be
281 established:

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Space Identifier	Rentable Square Feet	Substantial Completion	Rent Commencement Date / Space Acceptance Date	% of Space Added	Days Elapsed from First Rent Start Date	Weighted Average
IWPF/RO	3,948	Nov18 2011	Nov19 2011	0.26%	0	0.00
Building 3	88,929	Jun18 2012	Jun19 2012	5.96%	213	12.69
Building 1 & 2	1,093,977	Jul13 2012	Jul14 2012	72.45%	238	172.43
Building 4	321,848	Jan14 2013	Jan15 2013	21.32%	423	90.18
Wareyard	247	Nov18 2011	Nov19 2011	0.02%	0	0.00
Total	1,509,950			100.01%		275.30
First Rent Start Date			Nov 19 2011			
Composite Days to Add			276			
Blended Lease Commencement Date			Aug 21 2012			

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286 In this example, the Lease Commencement Date would be August 21, 2012 (i.e., 276 calendar days after
287 November 19, 2011. Fractional days shall be rounded to the next whole number.

288 **6. Service Agreement Reserve**

289 Service Agreement Reserve (as defined in Section 1 of the General Clauses) is agreed
290 by the Lessor and the Government to be \$10,271,791.00.

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292 **7. Negotiations**

293 The Parties acknowledge that only the Contracting Officer has the authority to
294 contractually bind the Government on any and all matters pertaining to this lease. The Lessor
295 shall not enter into negotiations concerning the Project with individuals other than the Contracting
296 Officer.

297 **8. Mortgage and Equity Rights**

298 A. The Government acknowledges and agrees that the Lessor has a right to sell,
299 pledge, assign, mortgage, and/or re-finance all or any portion of the Premises and to encumber
300 any direct or indirect interest in the Lessor, and may do so to obtain conventional financing,
301 mezzanine financing, or other financing, or any re-financing thereof or otherwise subject to
302 requirements of the lease including but not limited to paragraphs 4, 5 and 35 of the SFO
303 Clauses and the General Clauses. The Lessor has the right to disclose documents related to
304 the Lease, the Prospectus, the Project and the Premises generally to any entity that is
305 considering financing the Premises, or purchasing a direct or indirect interest in the Premises or
306 in the Lessor, subject to prior written approval of the Contracting Officer and the tracking of such
307 document disclosures. The Lessor shall have the right to assign the Gross Rents from the
308 Lease in accordance with the terms of Section 27 of the General Clauses. Nothing in this Lease
309 shall be construed as waiving any obligations that the Lessor or a potential direct or indirect
310 purchaser or lender may have with respect to security clearances, Foreign Ownership and
311 Controlling Interest requirements or Office of Foreign Assets Control (U.S. Department of the
312 Treasury) (OFAC) and the United States Committee on Foreign Investments in the United
313 States (CFIUS) compliance, if applicable. Prior to the Government initiating a remedy in the
314 case of default by the Lessor, in addition to any applicable Lessor notice and cure rights set
315 forth in the Lease, the Government shall notify any lender of the Lessor (that the Government
316 has been provided with an address for in an SLA) of the default in writing. The Government
317 shall accept a satisfactory cure by either the Lessor or any lender. The term "lender" includes
318 any bank, trust company or other financial institution or institutional investor that purchases
319 bonds and/or makes loans secured by the Premises or secured by any interest in the Lessor,
320 including any servicer and/or trustee with respect to a secondary market transaction, or any
321 such institution, servicer and/or trustee that holds a ground lease interest.

322 B. Subject to compliance with the FOCI and CFIUS requirements of this lease, if
323 the lender is more than one person or entity, then the nationality of the lender for purposes of
324 this lease shall mean the nationality of the indenture trustee for bondholders, or the servicer for
325 the lender who is then acting as the Acknowledged Assignee, or such other person or entity that
326 shall acquire the Lessor's interest in the Land, Project, Premises and/or Lease on behalf of the
327 lender.

328 **9. Credits to the Government**

329 This Section 9 sets forth the rights of the Parties with respect to application of excess
330 funds and credits.

331 A. Subject to the provisions of Section 21 of the General Clauses, the
332 Government's share of any Building Shell cost savings that accrue pursuant to Section 29 of the
333 SFO Clauses, unused Tenant Improvement Allowance funds, excess base operating expense
334 payments under section 22 of the SFO clauses, and all other credits shall be subject to the

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mutual agreement of the Parties of which the following may be options considered by the Parties: (1) Held in a reserve or escrow account for the use by the Government for additional improvements to the Project; (2) remitted to the Government as a "one-time" payment; (3) applied as a credit to the Government against future Service Agreement Rent payments due each month until exhausted; and/or (4) any combination of the foregoing.

340 **10. Renewal Option**

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The Lessor hereby grants to the Government the right, exercisable at the Government's option, to renew the term of the Lease beyond the initial 20-year Lease Term (the "Renewal Option") for one (1) additional period of ten (10) years (the "Renewal Term"). If exercised, and if the conditions applicable thereto have been satisfied, the Renewal Term shall commence immediately following the end of the Lease Term. The right of renewal herein granted to the Government shall be subject to, and shall be exercised in accordance with, the following terms and conditions:

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A. The Government shall deliver to the Lessor written notice (the "Renewal Notice") of its election to exercise the Renewal Option not earlier than twenty-four (24) months nor later than twelve (12) months prior to the expiration of the Lease Term. Not later than the sixtieth (60th) day after the Lessor's timely receipt of the Renewal Notice, the Lessor shall provide the Government with the Lessor's proposal for annual Base Rent (in which no value should be attributable to tenant improvements as specified in B below), Service Agreement Rent, and additional economic and other terms. The parties shall work diligently and negotiate in good faith to come to an agreement on such terms. If the Parties agree on such terms, then they shall promptly execute an SLA stating the terms so agreed upon.

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B. As the tenant improvement allowance is fully amortized over the lease term, no value may be attributable to the tenant improvements in the event of purchase of the premises by the Government at the end of the lease term. Additionally, no value may be attributed to the tenant improvements in the event of any extension of the lease term beyond the initial term by renewal, extension, hold-over or agreement to supersede this lease.

362 **11. Lease Documents**

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The following documents, material, and plans are incorporated by reference into this SF-2.

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- A. Land Legal Description (5 pages)
- B. Program of Requirements, dated April 10, 2009 (3,041 pages) ("POR")
- C. KCRIMS Summary of Shell -TI Occupancy Items, dated April 10, 2009 (12 pages) ("Shell-TI Matrix")
- D. Drawings A012REV1 and A003REV1, dated February 18, 2009 (2 pages total) ("Rentable Square Footage Drawing")
- E. Pertinent Portions of Solicitation for Offers 7MO2054-2 (90 pages) ("SFO Clauses")
- F. Design and Construction Schedule dated, May 28, 2010 (1 page) ("Design and Construction Schedule")
- G. Above Standard Operations and Maintenance Rider (3 pages) ("ASO&M Rider")
- H. Credit Lease General Clauses, GSA Form 3517X modified (39 pages) (the "General Clauses")
- I. LEED Assumptions and Plan, dated February 18, 2009 (25 pages) ("LEED Plan")
- J. URD Rezoning/Final Plan, dated June 25, 2009 ("Final Plat") and Final Plat of NNSA National Security Campus dated July 23, 2009 ("Final Plat") (total of 17 pages)
- K. Section 404 Permit, dated January 5, 2010 (18 pages) ("Section 404 Permit")

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- 380 L. Key Personnel (1 pages) ("Key Personnel Attachment")
- 381 M. Standards for Substitution of Key Personnel (4pages) ("Key Personnel Substitution
- 382 Standards")
- 383 N. Base Operating Expenses Cost Statement, GSA Form 1217, dated March 10, 2009 (1 page)
- 384 ("OE 1217")
- 385 O. Base Above Standard Operating Expenses Cost Statement, GSA Form 1217, dated March
- 386 11, 2009 (1 page) ("ASO&M 1217")
- 387 P. Environmental Assessment, dated April 21, 2008 (190 pages) ("EA")
- 388 Q. Finding of No Significant Impact, dated April 21, 2008 (9 pages) ("FONSI")
- 389 R. Air Quality Program Operating Permit (CUP), dated July 9, 2008 (10 pages) ("AQ Permit -
- 390 CUP")
- 391 S. Air Quality Program Operating Permit (Manufacturing), dated July 9, 2008 (3 pages) ("AQ
- 392 Permit - Manufacturing")
- 393 T. Mitigation Action Plan (8 pages) ("MAP")
- 394 U. Operations and Maintenance Matrix (1 pages) ("Maintenance Matrix")
- 395 V. Representations and Certifications, GSA Form 3518 (7 pages) ("Form 3518")
- 396 W. Building Information Model (BIM), dated December 17, 2009 (120 Pages)
- 397 X. Small Business Subcontracting Plan dated March 12, 2009 (8 pages)
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Standard Form 2

Lease GS-06P-80028
June 14, 2010

Initials: MPM & AK
Lessor Govt
MAT

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In the event of a conflict, the priority of governance of these documents is as follows:

- This SF-2
- The General Clauses
- The Program of Requirements
- The SFO Clauses
- The Shell-TI Matrix
- The ASO&M Rider
- The Design and Construction Schedule

12. Incorporation

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The Whereas clauses are incorporated herein as if fully set forth in this Lease.

[Signatures on following page.]

Standard Form 2

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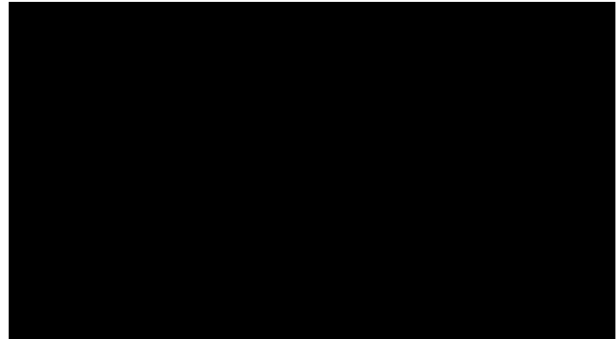
IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

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Witness:

LESSOR:

By: _____

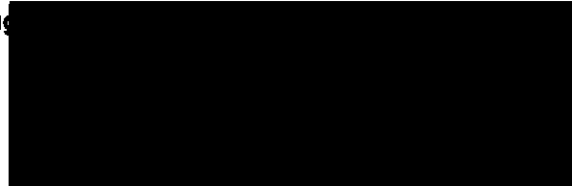


Name: MICHAEL PATRICK MURPHY
Title: EXECUTIVE VICE PRESIDENT

Name: MICHAEL A. TORTORICI
Title: VP/TREASURER

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UNITED STATES OF AMERICA, acting by and through



Contracting Officer

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