

This Lease is made and entered into between

KC Summit Technology, LLC

("the Lessor"), whose principal place of business is

276 Riverside Drive, Ste 2G

New York, NY 10025

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 **850 NW Chipman Road, Lees Summit, Missouri, 64063**

and more fully described in Section 1 and Exhibit A-Dwg, together with rights to the use of parking and other areas as set forth herein.

To Have and To Hold the said Premises with their appurtenances beginning February 20, 2012 and continuing through February 19, 2022, upon acceptance of the Premises as required by this Lease and continuing for a period of

10 Years, 5 Years Firm,

subject to termination and renewal rights as may be hereinafter set forth, to be used for such purposes as determined by the General Services Administration.

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.

F
[Redacted Signature] *mm*
Name Title _____

Date 4/4/12

W
[Redacted Signature]

Name Title _____
Date 4/4/12

FOR THE GOVERNMENT:
[Redacted Signature]

[CONTRACTING OFFICER'S NAME] Lease Contracting Officer
Date 5.16.12

SECTION 1 THE PREMISES, RENT, AND OTHER TERMS

1.01 THE PREMISES—SUCCEEDING (APR 2011)

Unless otherwise noted, the Government accepts the leased premises and tenant improvements in their current existing condition, with the following exceptions further outlined more thoroughly in this solicitation. These exceptions include, but are not limited to, security improvements, National Fire Protection Association (NFPA) requirements, ABAAS compliance, as well as compliance with all local codes and ordinances. The Lessor shall be responsible for continuing obligations for cleaning, janitorial, maintenance, repair, etc. as set in the below Lease Contract paragraphs and attached General Clauses.

The Premises are described as follows:

Office and Related Space: 139,391 rentable square feet (RSF), yielding 125,000 ANSI/BOMA Office Area (ABOA) square feet (sq. ft.) of office and related space (based upon a Common Area Factor of 1.115128 percent of the Building), along with two (2) reserved and designated loading docks, as depicted on the floor plan(s) attached hereto as Exhibit A-Dwg.

1.02 EXPRESS APPURTENANT RIGHTS (APR 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: 516 surface parking spaces onsite of which 16 shall be reserved and marked for the exclusive use of the Government, and 500 shall be surface unreserved parking spaces for employees and visitors.
- B. Antennae, Satellite Dishes and Related Transmission Devices: The Lessor shall furnish space located on the roof of the Building sufficient in size for the installation and placement of the telecommunications equipment as such may be described herein, together with the right to access the roof and use of, all building areas (e.g., chases, plenums) necessary for the use, operation and maintenance of such equipment at all times during the term of this Lease.

1.03 RENT AND OTHER CONSIDERATION—SUCCEEDING (APR 2011)

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

	YEARS 1 - 5		YEARS 6 - 10	
	ANNUAL RENT	ANNUAL RATE / RSF	ANNUAL RENT	ANNUAL RATE / RSF
SHELL RENTAL RATE	1,679,661.00	12.05	1,775,841.00	12.74
TENANT IMPROVEMENTS RENTAL RATE*	277,388.00	1.9896	0.00	0.00
OPERATING COSTS*	773,620.05	5.55	773,620.05	5.55
BUILDING SPECIFIC SECURITY COSTS*	8,136.80	0.06	8,796.00	0.06
FULL SERVICE RATE/PRSF	2,738,805.85	19.65	2,558,257.05	18.35

*The Tenant Improvements Allowance are amortized at a rate of 8 percent per annum for 5 years firm term. Operating costs include additional electrical HVAC associated with HVAC and electrical usage for shifts covering the collective hours of 6:00 am – 1:30 am, Monday through Friday, except Federal Holidays. Building Specific Security Costs include Security Maintenance for years 1 through 10.

- 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. DUNS No. is 806264896.
- 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.
4. All services, utilities and maintenance required for the proper operation of the Property, the Building, and the 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.

1.04 BROKER COMMISSION AND COMMISSION CREDIT (APR 2011)

1.05 TERMINATION RIGHT (APR 2011)

The Government may terminate this Lease, in whole or in part, at any time effective after the firm term of this Lease of February 19, 2017, by providing not less than 120 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.

1.06 RENEWAL RIGHTS (APR 2011)

This Lease may renewed 1 (one) time at the option of the Government for a term of 2 YEARS at a rate to be negotiated between the Lessor and Government at least 120 days prior to lease expiration or by October 23, 2021.

Number of days notice to Lessor to exercise renewal option is at least 120 days before the end of the original lease term or by October 23, 2021. All other terms and conditions of this Lease, as amended, shall remain in full force and effect during any renewal term.

1.07 DOCUMENTS INCORPORATED BY REFERENCE

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

DOCUMENT NAME	No. OF	EXHIBIT
Amendment No. 1	1	-
GSA Form 3518, Representations and Certifications	7	-
GSA Form 3517B, General Clauses	33	-
GSA Form 1217, Lessor's Annual Cost Statement (front & back)	1	
Floor Plan(s)	1	A-Dwg
Agency Specific Requirements	4	Attachment A
Renovation Drawing Detail	1	Attachment A.2
Security Requirements-Level IV	3	Exhibit D

1.08 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT, ESTABLISHMENT OF TAX BASE (APR 2011)

As of the Lease Award Date, the Government's Percentage of Occupancy, as defined in the Real Estate Tax Adjustment clause of this lease is 28.8 percent. The percentage of occupancy is derived by dividing the total Government space of 139,391 rentable square feet by the total building space of 484,025 rentable square feet.

The Real Estate Tax Base, as defined in the Real Estate Tax Adjustment clause of the Lease is \$75,137. Real Estate taxes are expected to increase in year 2018.

1.09 OPERATING COST BASE (APR 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 \$773,620.05 or \$5.55 per rentable sq. ft.

1.10 RATE FOR ADJUSTMENT FOR VACANT LEASED PREMISES (APR 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 \$3.70 per ABOA sq. ft. of space vacated by the Government.

1.11 OVERTIME HVAC RATES (APR 2011)

The following rates shall apply in the application of the clause titled "Overtime HVAC Usage:"

\$90.60 per hour for the entire space.

1.12 24-HOUR HVAC REQUIREMENT (APR 2011)

The Overtime Usage rate specified above shall not apply to any portion of the Premises that is required to have heating and cooling 24 hours per day. If 24-hour HVAC is required by the Government for any designated rooms or areas of the Premises, such services shall be provided by the Lessor at a rate of \$0.00 per ABOA sq. ft. of the area receiving the additional overtime HVAC.

1.13 ADDITIONAL BUILDING IMPROVEMENTS (APR 2011)

In addition to construction of the Tenant Improvements as required in this Lease, the Lessor shall be required to complete the following additional building improvements (e.g., Fire/Life Safety, Seismic, and Energy Efficiency) prior to acceptance of the Space:

The Lessor agrees to furnish the space in accordance with all state, local and national codes for accessibility, fire/life safety, seismic, and energy efficiency.

1.14 NORMAL OPERATING HOURS

The Lessor shall ensure that utilities necessary for operation of all shifts, covering the collective hours of 6:00 a.m.- 1:30 a.m., Monday through Friday, except Federal holidays, are provided for and that all associated costs are included as part of the established rental rate. The Government shall reimburse Lessor for (a) the cost of HVAC used by the Government outside of the above hours, at a rate of \$90.60 per hour; and (b) the cost of electricity used by the Government outside of the above hours, as established by separate submeter and at the rate charged to Lessor. **The reimbursement of the overtime charges to the Lessor shall be handled by lump sum payment through the GSA field office.**

1.15 JANITORIAL SERVICES

The Lessor shall provide janitorial services and supplies for the leased space twice daily, during tenant working hours, after each shift.