

**LEASE NO. GS-06P-LMO41016**

Succeeding/Superseding Lease  
GSA FORM L202 (September 2013)

This Lease is made and entered into between

**Government Properties Income Trust LLC**

(Lessor), whose principal place of business 255 Washington Street, Suite 300, Newton, MA 02458-1634 and whose interest in the Property described herein is that of Fee Owner, and

The United States of America

(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:

Lessor hereby leases to the Government the Premises described herein, being all or a portion of the Property located at

**4241 NE 34<sup>th</sup> Street  
Kansas City, MO 64117-3120**

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, to be used for such purposes as determined by GSA.

**LEASE TERM**

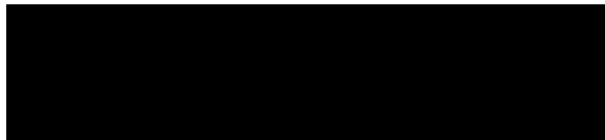
To Have and To Hold the said Premises with its appurtenances for the term beginning either upon 09-25-2015 or upon acceptance of the Premises as required by this Lease, whichever is later, and continuing for a period of

**15 Years, 7 Years Firm,**

subject to termination and renewal rights as may be hereinafter set forth. The commencement date of this Lease, along with any applicable termination and renewal rights, shall be more specifically set forth in a Lease Amendment upon substantial completion and acceptance of the Space by the Government.

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:**



Katherine Swan  
Lease Contracting Officer  
General Services Administration, Public Buildings Service  
Date: April 23, 2015

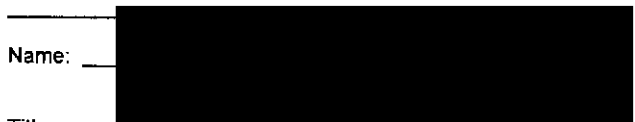
Government Properties Income Trust LLC

Name: By: [Redacted]

Title: David M. Blackman  
President and Chief Operating Officer

Date: April 15, 2015

**WITNESSED FOR THE LESSOR BY:**



Name: [Redacted]  
Title: Executive Assistant

Date: April 15, 2015

**SECTION 1 THE PREMISES, RENT, AND OTHER TERMS**

**1.01 THE PREMISES (SUCCEEDING) (SEP 2013)**

Unless otherwise noted, the Government accepts the Premises and tenant improvements in their existing condition, except where specifications or standards are contained elsewhere in this Lease. These standards include security improvements, Fire Protection and Life Safety requirements, ABAAS compliance, as well as compliance with all local codes and ordinances. Such acceptance by the Government of existing Premises shall not relieve Lessor of continuing obligations for cleaning, janitorial, maintenance, repair, etc. as set forth in the Lease paragraphs and attached General Clauses.

The Premises are described as follows:

A. Office and Related Space: 87,993 rentable square feet (RSF), yielding 83,304 ANSI/BOMA Office Area (ABOA) square feet (SF) consisting of 73,505 ABOA SF (77,642.44 RSF) of office space and 9,799 ABOA SF (10,350.56) RSF of warehouse space located on the 1<sup>st</sup> floor of the Building, as depicted on the floor plan(s) attached hereto as Exhibit A.

B. Common Area Factor: The Common Area Factor (CAF) is established as 1.056. This factor, which represents the conversion from ABOA to rentable square feet, rounded to the nearest whole percentage, shall be used for purposes of rental adjustments in accordance with the Payment Clause of the General Clauses.

**1.02 EXPRESS APPURTENANT RIGHTS (SEP 2013)**

The Government shall have the non-exclusive right to the use of Appurtenant Areas, and shall have the right to post Rules and Regulations Governing Conduct on Federal Property, Title 41 CFR, Part 102-74, Subpart C within such areas. The Government will coordinate with Lessor to ensure signage is consistent with Lessor's standards. Appurtenant to the Premises and included in the Lease are rights to use the following:

A. Parking: 162 surface/outside parking spaces as depicted on the plan attached hereto as Exhibit B, reserved for the exclusive use of the Government. In addition, the Lessor shall provide such additional parking spaces as required by the applicable code of the local government entity having jurisdiction over the Property.

B. Antennas, Satellite Dishes, and Related Transmission Devices: (1) Space located on the roof of the Building sufficient in size for the installation and placement of telecommunications equipment, (2) the right to access the roof of the Building, and (3) use of all Building areas (e.g., chases, plenums, etc.) necessary for the use, operation, and maintenance of such telecommunications equipment at all times during the term of this Lease.

**1.03 RENT AND OTHER CONSIDERATIONS (SEP 2013)**

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

	FIRM TERM (YEARS 1-7)	NON FIRM TERM (YEARS 8-10)	NON FIRM TERM (YEARS 11-15)
	ANNUAL RENT	ANNUAL RENT	ANNUAL RENT
SHELL RENT <sup>1</sup>	\$1,099,912.50	\$1,143,909.00	\$1,231,902.00
OPERATING COSTS <sup>2</sup>	\$600,241.00	\$600,241.00	\$600,241.00
<b>TOTAL ANNUAL RENT</b>	<b>\$1,700,153.50</b>	<b>\$1,744,150.00</b>	<b>\$1,832,143.00</b>

<sup>1</sup>Shell rent calculation:  
 (Firm Term) \$12.50 per RSF multiplied by 87,993 RSF  
 (Non Firm Term) \$13.00 per RSF multiplied by 87,993 RSF  
 (Non Firm Term) \$14.00 per RSF multiplied by 87,993 RSF  
<sup>2</sup>Operating Costs rent calculation: \$6.821463071 per RSF multiplied by 87,993 RSF

B. Rent is subject to adjustment based upon a mutual on-site measurement of the Space upon acceptance, not to exceed 83,304 ABOA SF based upon the methodology outlined under the "Payment" clause of GSA Form 3517.

C. INTENTIONALLY DELETED

D. INTENTIONALLY DELETED

E. 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.

F. Rent shall be paid to 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 (CCR), now the System for Award Management (SAM). If the payee is different from the Lessor, both payee and Lessor must be registered in SAM.

G. 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 the paragraph entitled "The Premises."

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; and all services and maintenance 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, gas and water 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 verification that the meters measure Government usage only. Proration is not permissible. In addition, an automatic control system shall be provided to assure compliance with heating, ventilation, and air conditioning requirements.

H. INTENTIONALLY DELETED

1.04 BROKER COMMISSION AND COMMISSION CREDIT (JUN 2012)

A. Savills Studley, Inc. (Broker) is the authorized real estate Broker representing GSA in connection with this Lease transaction. The total amount of the Commission is [redacted] and is earned upon Lease execution, payable according to the Commission Agreement signed between the two parties. Only [redacted] of the Commission, will be payable to Savills Studley, Inc. with the remaining [redacted], which is the Commission Credit, to be credited to the shell rental portion of the annual rental payments due and owing to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue until the credit has been fully recaptured in equal monthly installments over the shortest time practicable.

B. Notwithstanding the "Rent and Other Consideration" paragraph of this Lease, the shell rental payments due and owing under this Lease shall be reduced to recapture fully this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

Month 1 Rental Payment \$141,679.46 minus prorated Commission Credit of [redacted] equals [redacted] adjusted 1<sup>st</sup> Month's Rent.\*

Month 2 Rental Payment \$141,679.46 minus prorated Commission Credit of [redacted] equals [redacted] adjusted 2<sup>nd</sup> Month's Rent.\*

Month 3 Rental Payment \$141,679.46 minus prorated Commission Credit of [redacted] equals [redacted] adjusted 3<sup>rd</sup> Month's Rent.\*

\*Subject to change based on adjustments outlined under the paragraph "Rent and Other Consideration."

1.05 TERMINATION RIGHTS (AUG 2011)

The Government may terminate this Lease, in whole or in part, at any time effective after the Firm Term of this Lease, 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.

1.06 INTENTIONALLY DELETED

1.07 DOCUMENTS INCORPORATED IN THE LEASE (SEP 2013)

The following documents are attached to and made part of the Lease:

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
FLOOR PLAN	1	A
PARKING PLAN(S)	1	B
GSA FORM 3517B GENERAL CLAUSES	47	C
GSA FORM 3518, REPRESENTATIONS AND CERTIFICATIONS	10	D
SMALL BUSINESS SUBCONTRACTING PLAN	19	E

1.08 INTENTIONALLY DELETED

1.09 INTENTIONALLY DELETED

1.10 INTENTIONALLY DELETED

**1.11 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT (JUN 2012)**

As of the Lease Award Date, the Government's Percentage of Occupancy, as defined in the "Real Estate Tax Adjustment" paragraph of this Lease is 100 percent. The Percentage of Occupancy is derived by dividing the total Government Space of 87,993 RSF by the total Building space of 87,993 RSF.

**1.12 REAL ESTATE TAX BASE (SEP 2013)**

The real estate tax base shall be established as the actual taxes incurred for the 2014 calendar year.

**1.13 OPERATING COST BASE (SEP 2013)**

The parties agree, for the purpose of applying the paragraph titled "Operating Costs Adjustment," that the Lessor's base rate for operating costs shall be \$6.821463071 per RSF (\$600,241.00/annum).

**1.14 RATE FOR ADJUSTMENT FOR VACANT LEASED PREMISES (SEP 2013)**

In accordance with the paragraph entitled "Adjustment for Vacant Premises" if the Government fails to occupy or vacates the entire or any portion of the 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 \$1.00 per ABOA SF of Space vacated by the Government.

**1.15 INTENTIONALLY DELETED**

**1.16 INTENTIONALLY DELETED**

**1.17 BUILDING IMPROVEMENTS (SEP 2012)**

Before the Government accepts the Space, the Lessor shall complete the following additional Building improvements prior to acceptance of the Space:

- A. All Building HVAC Systems and Lighting (interior and exterior) shall be controlled by a lessor-installed (Shell) Building Automated Control System. System shall exclude the existing Data Center.
- B. All light fixtures in the Building shall be replaced with LED fixtures (Shell).
- C. Lessor shall provide the following cyclical improvements (Shell) within 60 days following lease commencement:
  - 1. Re-paint all interior walls
  - 2. Re-paint building exterior
  - 3. Re-carpet premises