

**LEASE NO. GS-06P-31002**

Streamlined Lease  
GSA FORM L201B (October 2012)

This Lease is made and entered into between

**Michael R. Fox Revocable Living Trust**

(Lessor), whose principal place of business is:

631 NW Tyler Court  
Suite 301  
Topeka, Kansas 66608-1799,

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

117 SW 6<sup>th</sup> Avenue  
Topeka, Kansas 66603-3853

and more fully described in Section 1 and Exhibit F, 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 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. 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.

[Redacted Signature] \_\_\_\_\_  
FOX

Title: OWNER / TRUSTEE

Entity Name: FOX BUILDERS & REAL ESTATE LLC.

Date: 1/16/2013

**FOR THE GOVERNMENT:**

[Redacted Signature] \_\_\_\_\_  
Name: Emily W. Pinsky

Title: Lease Contracting Officer

General Services Administration, Public Buildings Service

Date: 1/25/13

[Redacted Signature] \_\_\_\_\_

Name: Trisha Mark

Title: Office Manager

Date: 1/16/2013

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

### 1.01 THE PREMISES (JUN 2012)

The Premises are described as follows:

- A. Office and Related Space: 5,781 rentable square feet (RSF), yielding 5,480 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on the 2<sup>nd</sup> floor of the Building, as depicted on the floor plan(s) attached hereto as Exhibit F.
- B. Common Area Factor: The Common Area Factor (CAF) is established as 5.49 percent. This factor, which represents the conversion from ABOA to rentable square feet, shall be used for purposes of rental adjustments in accordance with the Payment Clause of the General Clauses.

### 1.02 EXPRESS APPURTENANT RIGHTS (JUN 2012)

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: 4 parking spaces as depicted on the plan attached hereto as Exhibit G, reserved for the exclusive use of the Government, of which 0 shall be structured/inside parking spaces, and 4 shall be surface/outside parking spaces. 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. THIS SUB-PARAGRAPH HAS BEEN INTENTIONALLY DELETED

### 1.03 RENT AND OTHER CONSIDERATION (SEP 2012)

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

	FIRM TERM (YEARS 1-5)	NON FIRM TERM (YEARS 6-10)
	ANNUAL RENT	ANNUAL RENT
SHELL RENT <sup>1</sup>	\$41,293.00	\$45,629.00
TENANT IMPROVEMENTS RENT <sup>2</sup>	\$50,818.13	\$0.00
OPERATING COSTS <sup>3</sup>	\$23,503.00	\$23,503.00
BUILDING SPECIFIC AMORTIZED CAPITAL <sup>4</sup>	\$588.07	\$0.00
PARKING <sup>5</sup>	\$2,064.00	\$2,064.00
<b>TOTAL ANNUAL RENT</b>	<b>\$118,266.20</b>	<b>\$71,196.00</b>

- <sup>1</sup>Shell rent (Firm Term) calculation: \$7142881854 per RSF multiplied by 5,781 RSF  
<sup>2</sup>The Tenant Improvement Allowance of \$41.00 is amortized at a rate of 4.95% percent per annum over 5 years.  
<sup>3</sup>Operating Costs rent calculation: \$4.06556 per RSF multiplied by 5,781 RSF  
<sup>4</sup>Building Specific Amortized Capital (BSAC) of \$2,600 are amortized at a rate of 4.95% percent per annum over 5 years.  
<sup>5</sup>Parking costs described under sub-paragraph G below

In instances where the Lessor amortizes either the TI or Building Specific Amortized Capital for a period exceeding the Firm Term of the Lease, should the Government terminate the Lease after the Firm Term or does not otherwise renew or extend the term beyond the Firm Term, the Government shall not be liable for any costs, including unamortized costs beyond the Firm Term.

- B. THIS SUB-PARAGRAPH HAS BEEN INTENTIONALLY DELETED
- C. THIS SUB-PARAGRAPH HAS BEEN INTENTIONALLY DELETED
- D. THIS SUB-PARAGRAPH HAS BEEN 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 System for Award Management (SAM) account. 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, 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.

H. Parking shall be provided at a rate of \$43.00 per parking space per month (Surface).

**1.04 INTENTIONALLY DELETED**

**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 2012)**

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

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
AGENCY SPECIAL REQUIREMENTS	04	A
GSA FORM 3517B GENERAL CLAUSES	46	B
GSA FORM 3518, REPRESENTATIONS AND CERTIFICATIONS	10	C
SECURITY REQUIREMENTS FOR LEVEL 2	03	D
SECURITY UNIT PRICE LIST	02	E
FLOOR PLAN(S)	03	F
PARKING PLAN(S)	02	G

**1.08 TENANT IMPROVEMENTS AND PRICING (STREAMLINED) (SEPT 2011)**

The Tenant Improvement Allowance (TIA) for purposes of this Lease is \$41.00 per ABOA SF. The TIA is the amount that the Lessor shall make available for the Government to be used for the TIs. This amount is amortized in the rent over the Firm Term of this Lease at an annual interest rate of 4.95% percent. The Government shall have the right to make lump sum payments for any or all TI work.

**1.09 TENANT IMPROVEMENT RENTAL ADJUSTMENT (AUG 2011)**

A. The Government, at its sole discretion, shall make all decisions as to the use of the TIA. The Government may use all or part of the TIA. The Government may return to the Lessor any unused portion of the TIA in exchange for a decrease in rent according to the agreed-upon amortization rate over the Firm Term.

B. The Government may elect to make lump sum payments for any or all work covered by the TIA. That part of the TIA amortized in the rent shall be reduced accordingly. At any time after occupancy and during the Firm Term of the Lease, the Government, at its sole discretion, may elect to pay lump sum for any part or all of the remaining unpaid amortized balance of the TIA. If the Government elects to make a lump sum payment for the TIA after occupancy, the payment of the TIA by the Government will result in a decrease in the rent according to the amortization rate over the Firm Term of the Lease.

C. If it is anticipated that the Government will spend more than the allowance identified above, the Government shall have the right to either:

1. Reduce the TI requirements;
2. Pay lump sum for the overage upon substantial completion in accordance with the "Acceptance of Space and Certificate of Occupancy" paragraph;
3. Negotiate an increase in the rent.

**1.10 TENANT IMPROVEMENT FEE SCHEDULE (JUN 2012)**

For pricing TI costs, the following rates shall apply for the initial build-out of the Space:

	INITIAL BUILD-OUT
Architect/Engineer Fees (\$ per ABOA SF or % of TI Construction Costs)	7.00%
Lessor's Project Management Fee (% of TI Construction Costs)	3.50%

**1.11 BUILDING SPECIFIC AMORTIZED CAPITAL (SEP 2012)**

For purposes of this Lease, the Building Specific Amortized Capital (BSAC) is **\$0.47445** per ABOA SF for a total of **\$2,600.00**. The Lessor will make the total BSAC amount available to the Government, which will use the funds for security related improvements. This amount is amortized in the rent over the Firm Term of this lease at an annual interest rate of **4.95%** percent.

**1.12 INTENTIONALLY DELETED**

**1.13 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 **33.33%** percent. The Percentage of Occupancy is derived by dividing the total Government Space of **5,781** RSF by the total Building space of **17,340** RSF.

**1.14 INTENTIONALLY DELETED**

**1.15 OPERATING COST BASE (AUG 2011)**

The parties agree that for the purpose of applying the paragraph titled "Operating Costs Adjustment" that the Lessor's base rate for operating costs shall be **\$4.06556** per RSF (**\$23,503/annum**).

**1.16 RATE FOR ADJUSTMENT FOR VACANT LEASED PREMISES (JUN 2012)**

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 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 **\$0.00** per ABOA SF of Space vacated by the Government.

**1.17 HOURLY OVERTIME HVAC RATES (AUG 2011)**

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

**\$1.50** per hour for the entire Space.

**1.18 24-HOUR HVAC REQUIREMENT (APR 2011)**

The hourly overtime HVAC 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 an annual rate of **\$1.70** per ABOA SF of the area receiving the 24-hour HVAC. Notwithstanding the foregoing, Lessor shall provide this service at no additional cost to the Government if the Lessor provides this service to other tenants in the Building at no additional charge.

**1.19 INTENTIONALLY DELETED**

**1.20 INTENTIONALLY DELETED**

*MD*