

U.S. GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE **NOV 03 2010** LEASE NO. GS-06P-01003

THIS LEASE, made and entered into this date by and between Gray Horse Farms, L.L.C.

whose address is 201 South Kansas Avenue
Topeka, Kansas 66603-3616

and whose interest in the property hereinafter described is that of **OWNER**

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WITNESSETH: The parties hereto for the considerations hereinafter mentioned, covenant and agree as follows:

1. The Lessor hereby leases to the Government the following described premises:

3,236 rentable square feet of office and related space which yields 2,942 ANSI/BOMA office area square feet. The leased property is located at 515 South Kansas Avenue in Topeka, KS 66603-3415. Such real property described herein shall be hereinafter collectively referred to as the "Leased Premises" (as described in Exhibit A attached hereto). Parking for four (4) reserved spaces for Government use only shall be included in the rent rate at no additional charge to the Government and shall be located within reasonable distance to the leased property.

Said premises to be used for such purposes as determined by the General Services Administration.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on a date which is not later than ninety (90) days after the Government has received and approved construction drawings and has issued the "Notice to Proceed" to the Lessor, will be leased for a term of ten (10) years, with a firm term of five (5) years, subject to any termination rights as may be hereinafter set forth. The actual term commencement date will be established by Supplemental Lease Agreement at the time the Government accepts the space.

3. The Government shall pay the Lessor annual rent as follows:

	RSF	USF	Shell	Operating Base	Tenant Improvements	Building Specific Security	Total Annual Rent
Years 1 - 5	3,236	2,942	\$28,390.30	\$17,977.53	\$21,475.13	\$2,867.00	\$70,709.96
Years 6-10	3,236	2,942	\$28,390.30	\$17,977.53	\$0.00	\$0.00	\$46,367.83

Rent shall be adjusted in accordance with the provisions of the Solicitation For Offers No. 9KS2063 and the General Clauses. Rent for a lessor period shall be prorated. Rent checks shall be made payable to:

Gray Horse Farms, L.L.C.
201 South Kansas Avenue
Topeka, KS 66603-3613

(See attached pages 2 of 3, 3 of 3, and "Exhibit A")

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

LESSOR

SIGNATURE Gray Horse Farms, L.L.C. NAME OF SIGNER Michael T. Paul, Manager

ADDRESS 201 S. Kansas, Topeka, KS 66603

IN THE PRESENCE OF (SIGNATURE) [Signature] NAME OF SIGNER Ron Adams, Property Manager

UNITED STATES OF AMERICA

SIGNATURE [Signature] NAME OF SIGNER Ms. Emily M. Syrett

OFFICIAL TITLE OF SIGNER CONTRACTING OFFICER

4. The Government may terminate this Lease after the firm term of five (5) years on ninety (90) days' written notice to the Lessor. Said notice shall be computed with the day after the post-marked mailing date.
5. The Lessor shall furnish to the Government, as part of the rental consideration, the following:
- A. All labor, materials, equipment, fees, utilities, construction drawings (including without limitations, plans and specifications), construction costs and services and all other costs and expenses related thereto or necessitated thereby in the connection with the design, construction, and installation of the building and improvements identified in Solicitation For Offers No. ⁹ 8KS2063 and its attached Special Requirements.
 - B. All services, utilities, maintenance, and other operations as set forth elsewhere in this Lease.
 - C. All responsibilities and obligations as defined in the Solicitation For Offers No. ⁹ 8KS2063 and other attachments to the Lease as referenced in Paragraph 6 of this SF-2 form. *f-ems*
6. The following are attached and made a part hereof:
- A. U.S. Government Lease For Real Property, Standard Form 2
 - B. Exhibit A to the Standard Form 2, layout of space
 - C. Solicitations For Offers (SFO) ⁹ 8KS2063, dated 03/24/2010 *f-ems*
 - D. Amendment No. 1 to SFO No. ⁹ 8KS2063, dated 06/09/2010
 - E. Amendment No. 2 to SFO No. ⁹ 8KS2063, dated 08/12/2010
 - F. Agency Special Requirements
 - G. Form 3517, General Clauses, dated 06/2008
 - H. Form 3518, Representations and Certifications, dated 06/2007
 - I. Unit Cost Form, dated 08/27/2010
7. The date of this lease, 11/2/10, is the date this contract was formed as a result of the Government's acceptance of the Lessor's Best and Final Offer dated August 27, 2010 submitted by the Lessor under SFO No. ⁹ 8KS2063 and all attachments. This Lease reflects the terms and conditions of the accepted Best and Final Offer.
8. The actual effective date of occupancy shall be established by Supplemental Lease Agreement (SLA). The lease term will then be in effect for ten (10) years thereafter, computed from the actual effective date. The anniversary date for adjustments shall be adjusted to coincide with any revised actual effective date.
9. In accordance with SFO paragraph 2.4, *Broker Commission and Commission Credit*, Jones Lang LaSalle is the authorized real estate broker representing GSA in connection with this lease transaction. The Lessor and Jones Lang LaSalle have agreed to a cooperating lease commission of [REDACTED] of the firm term value of this Lease ("Commission"). The total amount of the Commission is [REDACTED]. This Commission is earned upon Lease execution and is payable (i) one-half (1/2) when the lease is awarded and (ii) one-half (1/2) upon the earlier of tenant occupancy of the premises leased pursuant to the lease or the commencement date of the Lease.
- In accordance with the Commission Credit described in paragraph 2.4 of the SFO, Jones Lang LaSalle has agreed to forego [REDACTED] of the Commission ("Commission Credit"), or [REDACTED] which shall be credited to the shell portion of the annual rental payments due and owing shall be reduced to fully recapture this Commission Credit. The reduction of shell rent shall commence with the first month of rental payments and shall continue until the credit has been fully recaptured.
- The actual Commission and Commission Credit shall be reconciled and adjusted accordingly upon occupancy.
10. In accordance with SFO paragraph 3.2, *Tenant Improvements Included in Offer*, the Lessor agrees to provide a tenant improvement allowance in the amount of \$88,260.00 to be amortized over the firm term of the Lease (60 months) at 8.0%. In accordance with SFO paragraph 3.3, *Tenant Improvements Rental Adjustment*, the actual cost of Tenant Improvements shall be reconciled and rent adjusted accordingly.
11. Also included as part of the rental consideration is a building specific security amount of \$11,783.00 to be amortized over the firm term of the Lease (60 months) at 8.0%.

Initials: *[Signature]* & *f-ems*
 Lessor Government

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12. In accordance with SFO paragraph 4.2, *Tax Adjustment*, the Government occupancy is established as 6.41% (3,236 RSF/ 50,492 RSF).
13. In accordance with SFO paragraph 4.3, *Operating Costs*, the base cost of services is established as \$17,977.53 per annum.
14. In accordance with SFO paragraph 4.4, *Adjustment for Vacant Premises*, the adjustment for vacant premises is established as \$3.00/USF.
15. In accordance with SFO paragraph 4.6, *Overtime Usage*, the Government agrees to pay the Lessor \$0.00/hour for the entire leased space for HVAC services provided outside normal business hours. Should the Government require overtime HVAC, such services shall be requested by the Contracting Officer orally or in writing.
16. The Government assumes no responsibilities for any conclusions or interpretations made by the Lessor based on information made available by the Government and/or its contractors. Nor does the Government assume any responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before execution of this contract unless understanding or representation is expressly stated in the Lease.
17. All questions pertaining to this Lease shall be referred in writing to the General Services Administration Contracting Officer or their designee. The Government occupant **is not** authorized to administer this lease, and GSA assumes no responsibility for any cost incurred by the Lessor except as provided by the terms of this Lease or authorized in writing by Contracting Officer or their designee. The Lessor will not be reimbursed for any services not provided for in this lease, including but not limited to: repairs, alterations and overtime services. Additionally, rent will not be paid for occupancy in whole or in part except for the term specified herein.
18. By signing this Lease, the Government acknowledges and agrees that the Lessor has provided all information and completed all studies and certifications required by the Government as preconditions of the Government accepting the leased premises from the Lessor.

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Lessor Government

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