

U.S. GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE

LEASE NO.

MAY 19 2011

GS-06P-11047

THIS LEASE, made and entered into this date by and between **TOPEKA ONE, LLC**

whose address is 9400 REEDS RD, STE 100
OVERLAND PARK, KS 66207-2525

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:

22,114 rentable square feet of office and related space which yields 18,000 ANSI/BOMA office area square feet. The leased property is located at 1131 Winding Road, Topeka, KS 66615-3803. Such real property described herein shall be hereinafter collectively referred to as the "Leased Premises" (as described in Exhibit A attached hereto). Parking for fourteen (14) surface, reserved spaces for Government use only shall be included in the rent rate at no additional charge to the Government.

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 one hundred eighty (180) days after the Government has received and approved construction drawings and has issued the "Notice to Proceed" to the Lessor. The premises will be leased for a term of fifteen (15) years, with a firm term of ten (10) 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.

(See attached pages 2 of 4, 3 of 4, 4 of 4, and "Exhibit A")

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

LESSOR

SIGNATURE TOPEKA ONE, LLC

NAME OF SIGNER

ADDRESS

9400 Reeds Rd Ste 100 OP, KS 66207

IN THE PRESENCE OF (SIGNATURE)

NAME OF SIGNER

SIGNATURE

NAME OF SIGNER

OFFICIAL TITLE OF SIGNER

CONTRACTING OFFICER

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

Years 1 through 5							
	RSF	USF	Shell	Operating Base	Tenant Improvements	Building Specific Security	Total Annual Rent
Block A - Rural Development	12,605	10,260	\$234,318.06	\$60,784.50	\$44,813.56	\$1,915.64	\$341,831.76
Block B - National Agriculture Statistics Service	9,509	7,740	\$176,766.25	\$45,854.97	\$33,806.72	\$1,445.13	\$257,873.07
Total	22,114	18,000	\$411,084.31	\$106,639.47	\$78,620.28	\$3,360.77	\$599,704.83



Years 6 through 10							
	RSF	USF	Shell	Operating Base	Tenant Improvements	Building Specific Security	Total Annual Rent
Block A - Rural Development	12,605	10,260	\$253,575.90	\$60,784.50	\$44,813.56	\$1,915.64	\$361,089.60
Block B - National Agriculture Statistics Service	9,509	7,740	\$191,294.10	\$45,854.97	\$33,806.72	\$1,445.13	\$272,400.92
Total	22,114	18,000	\$444,870.00	\$106,639.47	\$78,620.28	\$3,360.77	\$633,490.52

Years 11 through 15							
	RSF	USF	Shell	Operating Base	Tenant Improvements	Building Specific Security	Total Annual Rent
Block A - Rural Development	12,605	10,260	\$274,737.42	\$60,784.50	\$0.00	\$0.00	\$335,521.92
Block B - National Agriculture Statistics Service	9,509	7,740	\$207,258.05	\$45,854.97	\$0.00	\$0.00	\$253,113.02
Total	22,114	18,000	\$481,995.47	\$106,639.47	\$0.00	\$0.00	\$588,634.94

Rent shall be adjusted in accordance with the provisions of the Solicitation For Offers and the General Clauses. Rent for a lessor period shall be prorated. Rent checks shall be made payable to:

Topeka One, LLC
9400 Reeds Rd., Ste. 100
Overland Park, KS 66207-2525

4. The Government may terminate this Lease in whole or in part after the firm term of ten (10) years on ninety (90) days' written notice to the Lessor. Said notice shall be computed with the day after the post-marked mailing date.

Initials:  & 
Lessor Government

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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. OKS2026 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. OKS2026 and other attachments to the Lease as referenced in Paragraph 6 of this SF-2 form.

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. Amendment 2 to SFO OKS2026
- D. Amendment 1 to SFO OKS2026
- E. Solicitations For Offers (SFO) OKS2026, dated 10/25/2010
- F. [REDACTED] Special Requirements, dated 10/22/2010
- G. [REDACTED] Requirements, dated 8/25/2009
- H. [REDACTED] Requirements, dated 6/30/2009
- I. Form 3517, General Clauses, dated 06/2008
- J. Form 3518, Representations and Certifications, dated 06/2007

7. The date of this lease, MAY 19 2011, is the date this contract was formed as a result of the Government's acceptance of the Lessor's Best and Final Offer dated January 31, 2011 submitted by the Lessor under SFO No. OKS2026 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 fifteen (15) 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 3.2, *Tenant Improvements Included in Offer*, the Lessor agrees to provide a tenant improvement allowance in the amount of \$540,000.00 to be amortized over the firm term of the Lease (120 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.
10. Also included as part of the rental consideration is a building specific security amount of \$23,083.30 to be amortized over the firm term of the Lease (120 months) at 8.0%.
11. In accordance with SFO paragraph 4.2, *Tax Adjustment*, the Government occupancy is established as 57.28% (22,114 RSF/ 38,606 RSF).
12. In accordance with SFO paragraph 4.3, *Operating Costs*, the base cost of services is established as \$106,639.47 per annum.
13. In accordance with SFO paragraph 4.4, *Adjustment for Vacant Premises*, the adjustment for vacant premises is established as \$4.75/USF.
14. 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.

Initials: [Signature] & [Signature]
Lessor Government

15. 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.
16. 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.
17. 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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