

**U.S. GOVERNMENT LEASE FOR REAL PROPERTY**

DATE OF LEASE

**JUL 14 2009**

LEASE NO.

GS-06P-900B1

THIS LEASE, made and entered into this date by and between GRAY HORSE FARMS, LLC

whose address is 201 S. KANSAS  
TOPEKA, KS 66603

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:

A total of 4,148 rentable square feet (RSF) of office and related space, which yields 3,771 ANSI/BOMA Office Area square feet (USF) of space in a building located at 515 S. Kansas Ave., Topeka, KS to be used for such purposes as determined by the General Services Administration described in Exhibit "A" which is attached hereto and made a part of this lease. Included in the rent, at no additional cost to the Government, are 7 structured parking spaces for exclusive use of Government employees and patrons. Also included in the rent is a new secure parking garage access system.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning upon acceptance of the space as substantially complete by the Contracting Officer and continuing for 15 years.

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

	RSF	USF	Shell	Operating Base	Tenant Improvements	Building Specific Security	Parking	Total Annual Rent	Rate/USF
Years 1-10	4,148	3,771	\$26,397.00	\$20,813.00	\$18,389.49	\$1,043.30	\$5,040.00	\$71,682.79	\$19.00896
Years 11-15	4,148	3,771	\$26,397.00	\$20,813.00	\$0.00	\$0.00	\$5,040.00	\$52,250.00	\$13.85574

Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

GRAY HORSE FARMS, LLC  
201 S. KANSAS  
TOPEKA, KS 66603

4. Included in the rental consideration is a tenant improvement allowance provided by the Lessor of \$131,985.00 to be amortized over 10 years at 7.00% (\$18,389.49/annum). A Supplemental Lease Agreement (SLA) shall be prepared at occupancy to reconcile the tenant improvement allowance.

(See attached Sheet 2A and Exhibit "A")

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

LESSOR

SIGNATURE

[Redacted Signature]

NAME OF SIGNER

Howard T. Paul, Manager

ADDRESS

201 S. Kansas, Topeka, KS 66603

IN THE PRESENCE OF (SIGNATURE)

[Redacted Signature]

NAME OF SIGNER

Ann Adams, Property Manager

UNITED STATES OF AMERICA

NAME OF SIGNER

Matthew W. Helmering

OFFICIAL TITLE OF SIGNER

CONTRACTING OFFICER

5. The Government may terminate this lease in whole or in part at any time after the first 10 years by giving at least 90 days' notice in writing to the Lessor and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.
6. The Lessor shall furnish to the Government, as part to the rental consideration, the following:
  - A. Those facilities, services, supplies, utilities, and maintenance in accordance with SFO 8KS2015 dated December 10, 2008.
  - B. Build out in accordance with standards set forth in SFO 8KS2015 dated December 10, 2008. Government space plans shall be developed by the Government subsequent to award. All tenant alterations to be completed within 120 days of receiving the notice to proceed by the Government.
  - C. Deviations to the approved space layouts will not be permitted unless prior written authorization is obtained from the GSA Contracting Officer.
7. The following are attached and made a part hereof:
  - A. Exhibit "A" layout of premises
  - B. SOLICITATION FOR OFFERS 8KS2015
  - C. GSA Form 3517 entitled GENERAL CLAUSES (Rev. 11/05)
  - D. 522-27.2770-7 Fire and Casualty Damage
  - E. GSA Form 3518 entitled REPRESENTATIONS AND CERTIFICATIONS (Rev. 1/07)
  - F. FAR 52.219-28 – Post-Award Small Business Program Representation (June 2007)
8. In accordance with SFO paragraph 4.1, *Measurement of Space*, the common area factor is established as 1.09997348 (4,148 RSF/3,771 USF).
9. In accordance with SFO paragraph 4.2, *Tax Adjustment*, the percentage of Government occupancy is established as 12.17% (50,492 RSF/4,148 RSF).
10. In accordance with SFO paragraph 4.3, *Operating Costs*, the escalation base is established as \$20,813.00 per annum.
11. In accordance with SFO paragraph 4.4, *Adjustment for Vacant Premises*, the adjustment is established as \$7.00/USF for vacant space (rental reduction).
12. In accordance with SFO Paragraph 4.6, *Overtime Usage*, overtime utilities shall be provided at no additional cost to the Government.
13. The Lessor agrees to waive the right to claim for waste or damage from any work accomplished in connection with the initial space preparation, and waives all restoration rights for alterations throughout the life of the Lease.

Initials:  &   
 Lessor Government

Sheet 2A  
 GS-06P-90081  
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