

# U.S. GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE

FEB 08 2011

LEASE NO.

GS-06P-11012

THIS LEASE, made and entered into this date by and between **BRYAN LYKINS AND HEJTMANEK, A JOINT VENTURE**

whose address is 222 WEST 7<sup>TH</sup> STREET  
TOPEKA, KANSAS 66603-3717

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:

11,499 rentable square feet of office and related space which yields 9,999 ANSI/BOMA office area square feet (ABOA). The leased property is located at 632 S. W. Van Buren, Topeka, KS 66603-3760. Such real property described herein shall be hereinafter collectively referred to as the "Leased Premises" (as described in Exhibit A attached hereto). Parking for three (3) 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 and the Government reserves the right of ingress and egress at all times.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on March 15, 2011 and continuing through March 14, 2016.

3. The Government reserves the right to terminate this lease in whole or in part, after the firm term of nine (9) months on ninety (90) days' written notice to the Lessor. Said notice shall be computed with the day after the post-marked mailing date.

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

	RSF	ABOA	Shell	Operating Base	Total Annual Rent
Years 1 - 5	11,499	9,999	\$135,386.46	\$40,825.00	\$176,211.46

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:

BLH Venture  
222 W. 7<sup>th</sup> St.  
Topeka, KS 66603-3717

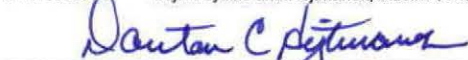
(See attached pages 2 of 2 and "Exhibit A")

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

## LESSOR

SIGNATURE Bryan Lykins and Hejtmank, a Joint Venture

NAME OF SIGNER

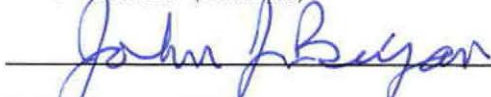


DANTON C. HEJTMANEK

ADDRESS 222 W. 7<sup>TH</sup> ST. TOPEKA KS 66603

IN THE PRESENCE OF (SIGNATURE)

NAME OF SIGNER



JOHN J. BRYAN

## UNITED STATES OF AMERICA

SIGNATURE

NAME OF SIGNER



Emily M. Syrett

OFFICIAL TITLE OF SIGNER

CONTRACTING OFFICER

5. The Lessor shall furnish to the Government, as part of the rental consideration, the following:
  - A. All services, utilities, maintenance, and other operations as set forth elsewhere in this Lease.
  - B. All responsibilities and obligations as defined in the Solicitation For Offers No. 9KS2023 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. Solicitations For Offers (SFO) 9KS2023, dated 10/01/2010
  - D. Form 3517, General Clauses, dated 06/2008
  - E. Form 3518, Representations and Certifications, dated 06/2007
7. The date of this lease, 2/8/2011, is the date this contract was formed as a result of the Government's acceptance of the Lessor's Best and Final Offer dated November 29, 2010 submitted by the Lessor under SFO No. 9KS2023 and all attachments. This Lease reflects the terms and conditions of the accepted Best and Final Offer.
8. In accordance with SFO paragraph 4.2, *Tax Adjustment*, the Government occupancy is established as 58.68% (9,999 ABOA/ 17,040 ABOA).
9. In accordance with SFO paragraph 4.3, *Operating Costs*, the base cost of services is established as \$40,825.00 per annum.
10. In accordance with SFO paragraph 4.4, *Adjustment for Vacant Premises*, the adjustment for vacant premises is established as \$0.00/USF.
11. In accordance with SFO paragraph 4.6, *Overtime Usage*, the Government agrees to pay the Lessor \$1.27/ half hour for the entire leased space for HVAC services provided outside normal business hours.
12. 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.
13. 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.
14. The Lessor hereby waives, releases and discharges, and forever relinquishes any right to make a claim against the Government for waste, damages, or restoration arising from or related to (a) the Government's normal and customary use of the leased premises during the term of the lease (including any extensions thereof), as well as (b) any initial or subsequent alteration to the leased premises, including cabling, or removal thereof, during the term of this lease (including any extensions thereof), where such alterations or removals are performed by the Lessor or by the Government with the Lessor's consent, which shall not be unreasonably withheld. The Government may, at its sole option, abandon property in the leased space following expiration of the Lease, in which case the property will become the property of the Lessor and the Government will be relieved of any liability in connection therewith.

Initials: ACK & emo  
 Lessor Government

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