

U.S. GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE

JUL 31 2009

LEASE NO.

GS-06P-90094

THIS LEASE, made and entered into this date by and between VAULT VENTURES, LC

whose address is 1083 WILDCAT CREEK RD
MANHATTAN, KS 66503-9765

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 2,140 rentable square feet (RSF) of office and related space, which yields 1,600 ANSI/BOMA Office Area square feet (USF) of space in a building located at 330 Poyntz Ave., Manhattan, 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.

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	Total Annual Rent	Rate/USF
Years 1-5	2,140	1,600	\$35,136.00	\$12,290.00	\$7,630.42	\$2,452.64	\$57,509.06	\$35.94316
Years 6-10	2,140	1,600	\$38,016.00	\$12,290.00	\$7,630.42	\$2,452.64	\$60,389.06	\$37.74316
Years 11-15	2,140	1,600	\$41,040.00	\$12,290.00	\$0.00	\$0.00	\$53,330.00	\$33.33125

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

VAULT VENTURES, LC
1083 WILDCAT CREEK RD
MANHATTAN, KS 66503-9765

4. Included in the rental consideration is a tenant improvement allowance provided by the Lessor of \$56,000.00 to be amortized over 10 years at 6.5% (\$7,630.42/annum). A Supplemental Lease Agreement (SLA) shall be prepared at occupancy to reconcile the tenant improvement allowance.

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

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

LESSOR

SIGNATURE Vault Ventures, LC

NAME OF SIGNER

Karl Katzenmeier
KARL KATZENMEIER

ADDRESS

1083 WILDCAT CRK. RD, MANHATTAN, KS 66503

IN THE PRESENCE OF (SIGNATURE)

NAME OF SIGNER

Stuart L. Sharp
STUART L. SHARP

UNITED STATES OF AMERICA

SIGNATURE

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 8KS2033 dated December 10, 2008.
 - B. Build out in accordance with standards set forth in SFO 8KS2033 dated December 10, 2008. Government space plans shall be developed by the Government subsequent to award. All tenant alterations to be completed within 90 days of receiving the ~~notice to proceed by the Government~~ building permit for ^{shell and tenant improvements} from local Code Office. *KL*
 - 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. Exhibit "B" – Lessor's Conditions with Offer
 - C. Amendment #1 to Solicitation for Offers 8KS2033 dated May 28, 2009
 - D. SOLICITATION FOR OFFERS 8KS2033
 - E. GSA Form 3517 entitled GENERAL CLAUSES (Rev. 11/05)
 - F. 522-27.2770-7 Fire and Casualty Damage
 - G. GSA Form 3518 entitled REPRESENTATIONS AND CERTIFICATIONS (Rev. 1/07)
 - H. FAR 52.219-28 – Post-Award Small Business Program Representation (June 2007)
 - I. GSA Form 1364 – Proposal to Lease Space
 - J. GSA Form 1217 – Lessor's Annual Cost Statement
8. In accordance with SFO paragraph 4.1, *Measurement of Space*, the common area factor is established as 1.3375 (2,140 RSF/1,600 USF).
9. In accordance with SFO paragraph 4.2, *Tax Adjustment*, the percentage of Government occupancy is established as ~~19.63%~~ ^{28.16%} (2,140 RSF/10,900 RSF). *7600 KIK*
10. In accordance with SFO paragraph 4.3, *Operating Costs*, the escalation base is established as \$12,290.00 per annum.
11. In accordance with SFO paragraph 4.4, *Adjustment for Vacant Premises*, the adjustment is established as \$0.00/USF for vacant space (rental reduction).
12. In accordance with SFO Paragraph 4.6, *Overtime Usage*, overtime utilities shall be provided at \$2.50/hr when requested by the Contracting Officer, the GSA Buildings Manager, or a designated Tenant Agency official.
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: KLC & [Signature]
 Lessor Government

Sheet 2A
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