

U.S. GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE

MAY 18 2010

LEASE NO.

GS-06P-01007

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

whose address is 201 S. KANSAS
TOPEKA, KS 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:

A total of 1,500 rentable square feet (RSF) of office and related space, which yields 1,251 ANSI/BOMA Office Area square feet (USF) of space and -0- parking in a building located at 515 S. Kansas Ave, Topeka, KS 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 upon acceptance of the space as substantially complete by the Contracting Officer and continuing for 10 years (120 months).

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

| | RSF | USF | Shell | Operating Base | Tenant Improvements | Total Annual Rent | Rate/USF |
|------------|-------|-------|------------|----------------|---------------------|-------------------|------------|
| Years 1-5 | 1,500 | 1,251 | \$9,539.95 | \$5,906.00 | \$7,609.73 | \$23,055.68 | \$18.42980 |
| Years 6-10 | 1,500 | 1,251 | \$9,540.00 | \$5,906.00 | \$0.00 | \$15,446.00 | \$12.34692 |

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

GRAY HORSE FARMS, LLC
201 S. KANSAS
TOPEKA, KS 66603-3616

4. Included in the rental consideration is a tenant improvement allowance provided by the Lessor of \$31,275.00 to be amortized over 5 years (60 months) at 8.00% (\$7,609.73/annum). A Supplemental Lease Agreement (SLA) shall be prepared at occupancy to reconcile the tenant improvement allowance.

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

LESSOR

SIGNATURE *Gray Horse Farms, LLC*

NAME OF SIGNER

Howard T. Paul, Manager

ADDRESS

201 S. Kansas, Topeka, Kansas 66603

IN THE PRESENCE OF (SIGNATURE)

NAME OF SIGNER

Ann Adams

Ann Adams

UNITED STATES OF AMERICA

SIGNATURE

NAME OF SIGNER

Matthew W. Helmering

OFFICIAL TITLE OF SIGNER

LEASE CONTRACTING OFFICER

5. The Government may terminate this lease in whole or in part at any time after the first 5 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 9KS2067 dated February 19, 2010.
 - B. Build out in accordance with standards set forth in SFO 9KS2067 dated February 19, 2010. 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 GSA Lease Contracting Officer.
 - C. Deviations to the approved space layouts will not be permitted unless prior written authorization is obtained from the GSA Lease Contracting Officer.
7. The following are attached and made a part hereof:
 - A. SOLICITATION FOR OFFERS 9KS2067
 - B. EXHIBIT A SPECIAL REQUIREMENTS
 - C. GSA Form 3517B 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 1.1990408 (1,500 RSF/1,251 USF).
9. In accordance with SFO paragraph 4.2, *Operating Costs*, the escalation base is established as \$5,906.00 per annum.
10. Per SFO 9KS2067, this lease is not subject to tax adjustment, overtime utilities or adjustment for vacant premises.
11. 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
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