

LEASE NO. GS-06P-21041

This Lease is made and entered into between

DUSIN ENTERPRISES, INC.

(Lessor), whose principal place of business is:

**203 C STREET
WASHINGTON, KANSAS 66968-1809**

and whose interest in the Property described herein is that of Fee Owner, and

The United States of America

(Government), acting by and through the designated representative of the General Services Administration (GSA), upon the terms and conditions set forth herein.

Witnesseth: The parties hereto, for the consideration hereinafter mentioned, covenant and agree as follows:

Lessor hereby leases to the Government the Premises described herein, being all or a portion of the Property located at

**306 C STREET
WASHINGTON, KANSAS 66968-1909**

and more fully described in Section 1 and Exhibit A, together with rights to the use of parking and other areas as set forth herein, to be used for such purposes as determined by GSA.

LEASE TERM

To Have and To Hold the said Premises with its appurtenances for the term beginning upon acceptance of the Premises as required by this Lease and continuing for a period of

10 Years, 5 Years Firm,

subject to termination and renewal rights as may be hereinafter set forth. The commencement date of this Lease, along with any applicable termination and renewal rights, shall be more specifically set forth in a Lease Amendment upon substantial completion and acceptance of the Space by the Government.

In Witness Whereof, the parties to this Lease evidence their agreement to all terms and conditions set forth herein by their signatures below, to be effective as of the date of delivery of the fully executed Lease to the Lessor.

FOR THE LESSOR:

[Redacted Signature]

Title: President

Entity Name: Dusin Enterprises, Inc.

[Redacted Signature] INC.
2-13

[Redacted Signature]

Name: FANDALL L WYATT

Title: CBP/S.V.P. United Bank Trust

Date: 2/22/13

FOR THE GOVERNMENT:

[Redacted Signature]

Name: Emily M. Hirsley

Title: Lease Contracting Officer

General Services Administration, Public Buildings Service

Date: 3/4/13

SECTION 1 THE PREMISES, RENT, AND OTHER TERMS

1.01 THE PREMISES (JUN 2012)

The Premises are described as follows:

- A. Office and Related Space: 1,815 rentable square feet (RSF), yielding 1,668 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on the 1st floor, as depicted on the floor plan(s) attached hereto as Exhibit A. Of the 1,815 RSF, the Lessor is including 1,358 RSF, yielding 1,248 ABOA SF, as free space for which the Government will not be charged rent.
- B. Common Area Factor: The Common Area Factor (CAF) is established as 1.088129496 percent. This factor, which represents the conversion from ABOA to rentable square feet, rounded to the nearest whole percentage, shall be used for purposes of rental adjustments in accordance with the Payment Clause of the General Clauses.

1.02 EXPRESS APPURTENANT RIGHTS (JUN 2012)

The Government shall have the non-exclusive right to the use of Appurtenant Areas, and shall have the right to post Rules and Regulations Governing Conduct on Federal Property, Title 41, CFR, Part 102-74, Subpart C within such areas. The Government will coordinate with Lessor to ensure signage is consistent with Lessor's standards. Appurtenant to the Premises and included in the Lease are rights to use the following:

- A. Parking: 1 parking space located on the west side of the building, reserved for the exclusive use of the Government, of which 0 shall be structured/inside parking space, and 1 shall be surface/outside parking space. In addition, the Lessor shall provide such additional parking spaces as required by the applicable code of the local government entity having jurisdiction over the Property.
- B. This paragraph has been intentionally deleted.

1.03 RENT AND OTHER CONSIDERATION (SEP 2012)

- A. The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

	FIRM TERM MONTHS 1-60	NON FIRM TERM MONTHS 61-120
	ANNUAL RENT	ANNUAL RENT
SHELL RENT ¹	\$5,279.00	\$5,279.00
TENANT IMPROVEMENTS RENT ²	\$ 3,820.40	\$0.00
OPERATING COSTS ³	\$ 3,295.00	\$ 3,295.00
BUILDING SPECIFIC AMORTIZED CAPITAL ⁴	\$ 0.00	\$ 0.00
PARKING ⁵	\$ 0.00	\$ 0.00
TOTAL ANNUAL RENT	\$12,394.40	\$8,574.00

¹Shell rent (Firm Term) calculation: \$9.31 per RSF multiplied by 567 RSF
²The Tenant Improvement Allowance of \$17,077.00 is amortized at a rate of 4.5 percent per annum over 5 years.
³Operating Costs rent calculation: \$7.210065846 per RSF multiplied by 457 RSF
⁴Building Specific Amortized Capital (BSAC) of \$0 are amortized at a rate of 0 percent per annum over 0 years
⁵Parking costs described under sub-paragraph G below

This paragraph intentionally deleted.

- B. Rent is subject to adjustment based upon a mutual on-site measurement of the Space upon acceptance, not to exceed 420 ABOA SF based upon the methodology outlined under the "Payment" clause of GSA Form 3517.
- C. Rent is subject to adjustment based upon the final Tenant Improvement (TI) cost to be amortized in the rental rate, as agreed upon by the parties subsequent to the Lease Award Date.
- D. This paragraph has been intentionally deleted.
- E. If the Government occupies the Premises for less than a full calendar month, then rent shall be prorated based on the actual number of days of occupancy for that month.
- F. Rent shall be paid to Lessor by electronic funds transfer in accordance with the provisions of the General Clauses. Rent shall be payable to the Payee designated in the Lessor's System for Award Management (SAM). If the payee is different from the Lessor, both payee and Lessor must be registered in SAM.

G. Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:

1. The leasehold interest in the Property described in the paragraph entitled "The Premises."

2. All costs, expenses and fees to perform the work required for acceptance of the Premises in accordance with this Lease, including all costs for labor, materials, and equipment, professional fees, contractor fees, attorney fees, permit fees, inspection fees, and similar such fees, and all related expenses;

3. Performance or satisfaction of all other obligations set forth in this Lease; and all services, utilities, and maintenance required for the proper operation of the Property, the Building, and the Premises in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements, and improvements required to be made thereto to meet the requirements of this Lease.

H. This paragraph has been intentionally deleted.

1.04 THIS PARAGRAPH HAS BEEN INTENTIONALLY DELETED.

1.05 TERMINATION RIGHTS (AUG 2011)

The Government may terminate this Lease, in whole or in part, at any time effective after the Firm Term of this Lease, by providing not less than 90 days' prior written notice to the Lessor. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination.

1.06 THIS PARAGRAPH HAS BEEN INTENTIONALLY DELETED.

1.07 DOCUMENTS INCORPORATED IN THE LEASE (SEP 2012)

The following documents are attached to and made part of the Lease:

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
FLOOR PLAN(S)	1	A
GSA FORM 3517B GENERAL CLAUSES	46	
GSA FORM 3518, REPRESENTATIONS AND CERTIFICATIONS	10	
GSA FORM 1217, LESSOR'S ANNUAL COST STATEMENT	1	
GSA FORM 1364, STREAMLINED LEASE PROPOSAL	4	

1.08 TENANT IMPROVEMENTS AND PRICING (STREAMLINED) (SEPT 2011)

The Tenant Improvement Allowance (TIA) for purposes of this Lease is \$40.66 per ABOA SF. The TIA is the amount that the Lessor shall make available for the Government to be used for the TIs. This amount is amortized in the rent over the Firm Term of this Lease at an annual interest rate of 4.5 percent. The Government shall have the right to make lump sum payments for any or all TI work.

1.09 TENANT IMPROVEMENT RENTAL ADJUSTMENT (AUG 2011)

A. The Government, at its sole discretion, shall make all decisions as to the use of the TIA. The Government may use all or part of the TIA. The Government may return to the Lessor any unused portion of the TIA in exchange for a decrease in rent according to the agreed-upon amortization rate over the Firm Term.

B. The Government may elect to make lump sum payments for any or all work covered by the TIA. That part of the TIA amortized in the rent shall be reduced accordingly. At any time after occupancy and during the Firm Term of the Lease, the Government, at its sole discretion, may elect to pay lump sum for any part or all of the remaining unpaid amortized balance of the TIA. If the Government elects to make a lump sum payment for the TIA after occupancy, the payment of the TIA by the Government will result in a decrease in the rent according to the amortization rate over the Firm Term of the Lease.

C. If it is anticipated that the Government will spend more than the allowance identified above, the Government shall have the right to either:

1. Reduce the TI requirements;

2. Pay lump sum for the overage upon substantial completion in accordance with the "Acceptance of Space and Certificate of Occupancy" paragraph;

3. Negotiate an increase in the rent.

1.10 THIS PARAGRAPH HAS BEEN INTENTIONALLY DELETED.

1.11 THIS PARAGRAPH HAS BEEN INTENTIONALLY DELETED.

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1.13 THIS PARAGRAPH HAS BEEN INTENTIONALLY DELETED.

1.14 THIS PARAGRAPH HAS BEEN INTENTIONALLY DELETED.

1.15 OPERATING COST RATE (AUG 2011)

The parties agree that for that the Lessor's rate for operating costs shall be \$5.81 per RSF (\$3,295.00/annum).

1.16 RATE FOR ADJUSTMENT FOR VACANT LEASED PREMISES (JUN 2012)

In accordance with the paragraph entitled "Adjustment for Vacant Premises," if the Government fails to occupy or vacates the entire or any portion of the leased Premises prior to expiration of the term of the Lease, the operating costs paid by the Government as part of the rent shall be reduced by \$0.00 per ABOA SF of Space vacated by the Government.

1.17 HOURLY OVERTIME HVAC RATES (AUG 2011)

The following rates shall apply in the application of the paragraph titled "Overtime HVAC Usage:"

\$ 0.00 per hour for the entire Space.

1.18 THIS PARAGRAPH HAS BEEN INTENTIONALLY DELETED.

1.19 BUILDING IMPROVEMENTS (SEP 2012)

The Lessor shall complete the following additional Building improvements prior to acceptance of the Space:

- A. _____
- B. _____
- C. _____

1.20 THIS PARAGRAPH HAS BEEN INTENTIONALLY DELETED.