REAL ESTATE LEASE AGREEMENT

NOTICE TO LESSOR AND LESSEE: PURSUANT TO THE REQUIREMENTS OF K.S.A.75-3730, 3739 (1) and 3743, as amended. NO LEASE AGREEMENT IS EFFECTIVE NOR MAY EXPENDITURES BE MADE UNTIL THE AGREEMENT HAS BEEN SIGNED AND THE REQUIRED APPROVALS AFFIXED HERETO. Clauses printed in this contract are considered mandatory and may only be supplemented by a special provision approved by the Department of Administration.

CONTRACT PARTIES

LESSOR (First Party or 1st Party)

Contact Person: Michael Hartschen

LESSOR NAME: Athene Annuity & Life Company

Address: 7700 Mills Civic Parkway; MS 3A-34G City: West Des Moines

State: Iowa Zip Code: 50266

Telephone: 515-342-3612 Fax: 877-733-8592

Email Address: mhartschen@athene.com

Type of Firm: (O) Individual (O) Partnership (⊙) Corporation (O) Government (O) L.L.C.

Taxpayer Identification No. 42-0175020

LESSEE (Second Party or 2nd Party)

Contact Person: Bobby Kosmala

LESSEE NAME: Kansas Department for Children and Families

Address: 555 S. Kansas Ave City: Topeka

State: Kansas Zip Code: 66603

Email Address: robert.kosmala@dcf.ks.gov

Telephone: 785-296-2591 Fax:

Leased Property Description: 86,700 sq ft in the Athene Building

Street Address: 555 S. Kansas Ave. City: Topeka

County: Shawnee State: Kansas Zip Code: 66603

WITNESSETH, that First Party, in consideration of the rents, covenants and agreements of Second Party, hereinafter set forth, does let, lease and rent to Second Party the above described property

1. **TERM:**
To have and hold the same for the term of: ____________
(a) Lease Term begin date: 4/1/2015 (mm/dd/yyyy)
(b) Lease Term end date: 3/31/2040 (mm/dd/yyyy)
(c) Length: 25 years, 0 months

2. **RENTAL PAYMENTS:**
Second Party agrees to pay equal (O) monthly (⊙) quarterly (O) semi-annual or (O) annual installments of $ ____________ commencing on the 1st day of April and on the 1st day of each corresponding payment period thereafter until the term of this lease ends: or in concurrence with payment schedule in Special Provision 7.
Rental payment for the first month shall be prorated if the above described property is not available for occupancy by the beginning date of the lease. The final payment shall be prorated for any partial month payment that may be due.
The space herein above described contains See Special Provision #7 square feet of space for office use at the rate of $ 15.25 per square foot per annum; xx square feet of floor space for records and property storage use at the rate of $ xx per square foot per annum; and xx (square feet of floor space) (acres, more or less) for other use (specify): xx at the rate of $ xx per square foot per annum or per acre. Rental payments include the cost to lease the existing premises and any improvements made to the premises.

3. **USE OF PREMISES:**
Second Party shall have the full and unrestricted use of the premises for the term of this lease or any renewals thereof, for the following purpose: To conduct the business of the State of Kansas.
The approximate Full-Time Equivalent (FTE) employee working on these premises is Approx. 250

4. **UTILITIES:**
Public utilities shall be paid for by First (1st) Party, Second (2nd) Party, Third (3rd) Party, Occupant or Other as follows:

(a) Electricity	1st	(d) Gas	1st
(b) Water	1st	(e) Heat	1st
(c) Telephone	2nd	(f) Other Trash	1st

5. **ADDITIONAL SERVICES:**
Additional Services shall be paid for by First (1st) Party, Second (2nd) Party, Third (3rd) Party, Occupant or Other as follows:
(a) Grounds Maintenance, landscaping, parking areas, entrances and sidewalks 1st
(b) Snow Removal 1st
(c) Pest Control 1st
(d) Custodial Service of Leased Area 2nd
(e) Custodial Service of Common Area 2nd
(f) Other Security 2nd
Refer to Special Provision(s) XX for additional explanation (i.e. frequency or level of service) if needed.

6. SUBLETTING:

Second Party shall have the right to sublet any or all of the space herein leased to any other State agency for the same or a comparable use. Second Party may not assign or sublet said premises to any private person without the written consent of First Party, said consent not to be unreasonably withheld. Lessee will notify Lessor if any sublet action occurs. If Second Party sublets to another State agency, Second Party's obligation to pay the rent herein shall cease, provided, however, any such sub-tenant shall be bound by all conditions of this lease for the balance of the term.

7. REPAIR OF PREMISES:

The First Party will pay the costs and maintain in good repair the walls, windows, floor coverings, shell, structure, elevators, stairs, roof, grounds, sidewalk and off-street parking area of the lease facility. Such items shall be maintained at a condition not less than the condition of the said items at initial lease signing. First Party will be responsible for repairs and/or replacements in heating, ventilation and air-conditioning (HVAC), plumbing, electrical, mechanical and related fixtures and appliances. The First Party is responsible for meeting all applicable local and State building codes, ordinances, standards and regulations. The First Party will provide Second Party with a list of persons or firms to contact in case of an emergency due to failure of the above facility components. If the facility, fixtures or Second Party contents are damaged as a result of failure of the items listed above, First Party agrees to pay the costs to repair or replace the contents and fixtures and to restore the facility to a condition not less than the condition at the time of initial lease signing. First Party agrees to authorize the Second Party to contract with a Third Party for maintenance repairs that are not corrected within three (3) days of notification. The First Party further agrees to authorize the Second Party to pay invoices for the maintenance repairs that remain unpaid 30 days after their submittal to the First Party. First Party authorizes Second Party to deduct the amount of said paid invoices from rental payments due and owing. In the event First Party fails to make repairs and/or replacements within thirty (30) days and the Second Party elects not to contract for such services and deduct the cost from the rental payments, Second Party may terminate this Lease with ten (10) days notice to First Party and the obligation to occupy and to make rental payments shall cease. Interior repairs of damage caused by Second Party shall be paid for by Second Party. Second Party will submit written requests for decoration and other remodeling items to First Party for approval. Approved decoration or remodeling will be provided by First Party and upon receipt of invoice. Second Party will reimburse First Party for said decoration of remodeling costs.

8. UN-TENANTABLE PREMISES:

If these premises shall be damaged by fire, casualty, natural disaster or other cause so as to be un-tenantable, the rental payments shall abate from the date of such damage and shall not resume until premises are restored to tenantable condition, provided, however, if the damage so caused shall render restoration by First Party impossible within sixty (60) days of the time of such damage, Second Party may elect to void this lease and the obligation to occupy and to make rental payments, shall cease from the date of said damage. Any prepaid rent shall be returned to Second Party for the period the premises are un-tenantable.

Should at any time, during the term of this lease, hazardous substances, chemicals or odors be discovered in the lease building in amounts determined by the appropriate State agency to be unacceptable, the Lessor will have sixty (60) days from date of written notice by the Lessee to satisfactorily dispose of the hazardous substances, chemicals or odors by a State pre-approved vendor or the Lessee may terminate the lease after said sixty (60) day period with no penalty to the Lessee.

In the alternative, if the First Party fails to comply with the terms of this provision, the Lessee may contract for the abatement and disposal of the above hazardous substances, chemicals or odors and the Lessor consents to the reduction of lease payments for the costs of abatement and disposal.

In addition, the obligation to occupy the leased premises and to make rental payments shall cease from the date of discovery of the hazardous substances. If conditions require the evacuation of the premises and relocation, Second Party may elect to void this lease and the obligation to occupy and make rental payments shall cease from the date of discovery of the hazardous substances. The First Party shall be responsible for relocation costs. Any prepaid rent shall be returned to Second Party for the period the premises are un-tenantable.

9. TERMINATION FOR CAUSE:
Should the First Party apply (i) for consent to the appointment of a receiver, trustee, custodian or liquidator of First Party, or of all of a substantial part of the assets of First Party, (ii) be unable, fail or admit in writing its inability to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) have an order for relief entered against it under applicable bankruptcy law, or (v) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of insolvency law or any answer admitting the material allegations of a petition filed against First Party in any bankruptcy, reorganization or insolvency proceeding, after 30 days written notice, the Second Party may terminate this lease agreement.

10. TERMINATION FOR FISCAL NECESSITY:
Notwithstanding any other provision of this lease, if funds anticipated for the continued fulfillment of this lease agreement are at any time not forthcoming, either though failure of the Legislature to appropriate funds specifically budgeted for this lease or the discontinuance or material alteration of the program under which funds were provided, then Second Party shall have the right to terminate this lease by giving First Party a reasonable notice specifying the reasons for such necessary termination. The termination of the lease pursuant to this paragraph shall not cause any penalty to be charged to the State agency. Any prepaid rent shall be returned to Second Party for the period following the termination date.

11. AUTOMATIC HOLD OVER:
This lease agreement, if not previously terminated, shall automatically expire at the end of the term specified unless Second Party shall have renewed the lease pursuant to Special Provision 2. However, Second Party shall be allowed to hold over after the end of the term and Second Party shall be a tenant from month to month at the same terms and conditions as contained herein. This hold over tenancy shall expire after a maximum of six (6) months unless written approval of the Secretary of Administration is secured.

12. REMOVAL OF PERSONAL PROPERTY:
All personal property placed, installed or constructed upon the premises by Second Party during occupancy, which may be removed at any time by Second Party at the end of the term without substantial damage to the real estate, shall be and remains the sole property of Second Party and may be removed. If substantial damage would occur, Second Party may elect to remove the property and restore the premises.

13. AGREEMENT WITH KANSAS LAW:
This Lease Agreement shall be subject, governed by and construed according to the laws of the State of Kansas.

14. ANTI-DISCTIMINATION CLAUSE:

First Party Agrees:

(a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 *et seq.)* and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 *et seq.)* and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. S 12101 *et seq.*) ("ADA") and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry or age in the admission or access to, or treatment or employment in its programs or activities;

(b) to include in all solicitations or advertisements for employees the phrase "equal opportunity employer";

(c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S. A. 44-1116;

(d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor;

(e) that failure to comply with the reporting requirements (c) above, or if First Party is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of the contract;

(f) if Second Party determines that First Party has violated applicable provisions of the ADA, that violation shall constitute a breach of contract;

(g) if (e) or (f) occurs, the contract may be canceled, terminated or suspended in whole or in part by the State. The obligation to occupy and to pay any unpaid balance or rental payments shall cease from the date of cancellation, termination or suspension. Any prepaid rent shall be returned to Second Party from the cancellation date.

Parties to this contract understand that subsection (b) through (e) of this paragraph, number 14 are not applicable to First Party who employ fewer than four (4) employees or whose contract with this State agency totals $5,000 or less during any fiscal year.

15. BINDING EFFECT:

The terms and conditions of this Lease shall be binding upon the parties, their heirs, agents, administrators, executors or legal successors.

16. RESPONSIBILITY FOR TAXES:

The State of Kansas shall not be responsible for, nor indemnify, First Party for any federal, state or local taxes, fees or assessments which may be imposed or levied upon the subject matter of the lease.

17. LIABILITY FOR DAMAGES:

Notwithstanding any language to the contrary, the State shall not be responsible for any damages caused by the public or its employees except as provided in the Kansas Tort Claims Act, K.S.A. 75-6101 *et seq.*, as amended.

18. ACCESSIBILITY:

If the Department of Administration determines that improvements or changes are required for Second Party to comply with the minimum standards for accessible design, First Party agrees to make all improvements or changes within a reasonable period of time as determined by the Department of Administration. (Refer to the Americans with Disability Act Accessibility Guidelines, ADAAG: also reference K.S.A. 58-1301 *et seq.).* If the improvements or changes have not or cannot be completed, the Department of Administration may require Second Party to terminate this lease upon the giving of 120 days notice in writing to First Party. The obligation to occupy and make rental payments shall cease from the date of termination. Any prepaid rent shall be returned to Second

Party from that date. Waiver of any element of this provision must be sought through application to the Director of Facilities and Procurement Management with the recommendation of the ADA Coordinator and can only be granted by the Secretary of Administration. Such waiver must be attached to and incorporated into this contract (reference Special Provision 4).

The following minimum standards for accessible space shall be required (ADA Checklist, Checklist for Existing Facilities):

1. Accessible parking, if parking is included in this contract.
2. An accessible route from an accessible entrance to primary function area (includes elevator if required to access other levels.
3. Accessible toilets.

19. ENERGY:

HVAC Performance: General office and common area shall be heated in the winter to maintain the space environment at 68 – 74 degrees Fahrenheit (F) with a relative humidity of 20 – 30 % and cooled in the summer at 68 – 78 degrees F with a relative humidity of 40 – 60 %. The HVAC system must be capable of maintaining +/- two (2) degrees F of the thermostat setting. As a guide, an adequately sized air distribution system shall provide 4 – 10 air changes per hour. HVAC equipment shall be properly sized and balanced to meet design conditions. Each zone provided shall be equipped with programmable thermostatic controls, capable of a 55 degree F night/weekend setback in the heating mode and a 85 degree F night/weekend set-up in the cooling mode.

Heating system efficiency will not be less than 80% steady state at full load for natural gas boilers or furnaces. Air conditioning equipment will meet or exceed the performance ratings required under Federal and State guidelines. A seven-day programmable time device will control all air handling systems where applicable controls exist. Minimum ventilation rates will be capable of 15 cubic feet per minute per person during occupied hours and automatically reduced during off-work hours. Buildings are to be in full compliance with the ANSI/ASHRAE/IESNA Standard 90.1 latest edition, Energy Design of New/Existing Commercial Buildings.

Telecommunication, Computer, UPS and server room(s) require air conditioning systems designed to ensure proper environmental requirements are met. These rooms shall be maintained between 65 & 72 degrees F. The HVAC system must be capable of maintaining +/- two (2) degrees F of the thermostat setting. This condition must be maintained 24 hours a day, seven (7) days a week. HVAC shall be thermostatically controlled within the room and be independent of the house system.

20. SPECIAL PROVISION:

The following Special Provisions indicated by an check mark and numbered as listed hereafter or those additional numbered Special Provision contained on an attachment, are made a part hereof and incorporated into this contract.

The following Special Provision apply: ⟶ 3 marked by an (check mark) in the boxes below:

Spec. Prov. 1. ☐ **Termination Prior to Expiration of Term:** Notwithstanding the length of the term, Second Party may terminate this lease at any time prior to the expiration of the term upon the giving of ________ days notice in writing to First Party.

JCSBC
2-2-2016
Att.11.--006

Spec. Prov. 2. ☐ **Renewal:** By the giving of notice in writing to First Party at least ______ days prior to the end of the term specified, Second Party may renew this lease for an additional term of ______________ under the same rent, conditions and terms set out herein.

Spec. Prov. 3. ☑ **Parking:** First Party shall furnish to Second Party off-street parking for 16 motor vehicles upon land adjacent to the leased facility.

Spec. Prov. 4. ☐ **Waiver:** A waiver to the Accessibility Standards as specified in paragraph 18 above is attached and incorporated in this contract and made a part hereof.

Spec. Prov. 5. ☐ **Liquidated Damages:** Should the premises not be available for occupancy on the first day of the lease term, the Lessee will have no obligation to make rental payments until occupancy is available. The Lessor agrees that liquidated damages in the amount of ______ per day shall be deducted from subsequent rental payments due from the Lessee, for the period from the first day of the lease term until the premises are ready for occupancy. If the premises are not available for occupancy ______ days after the first day of the lease term, Lessee may terminate the Real Estate Agreement.

Spec. Prov. 6. ☐ The Request for Proposal and the Bidder's Response to the RFP # ____________ including the Bidder's counter offer and best and final offer and all supporting documents, shall be incorporated into and made a part of this lease agreement.

21. ADDITIONAL SPECIAL PROVISIONS:

Additional Special Provisions, if any, should be set out on a separate sheet beginning with Number Seven (7). Special Provisions must be listed in numerical order to be considered effective to bind the First Party and Second Party to this agreement. Additionally, First Party and Second Party must sign their names immediately following the last listed Additional Special Provision on the attached sheet.

The following Additional Special Provisions apply: ⟶ 7-21; inclusive

APPROVALS OF LESSOR & LESSEE

[signature] 12/1/2014
Lessor Date

CERTIFICATION STATEMENT: I certify that the lease agreement is entered into within the authority of the law, is with my approval and that the person signing the same for the State immediately below is authorized to do so.

Phyllis G Gilmore 12/1/14
Lessee Date

JCSBC
2-2-2016
Att.11.--007

APPROVALS OF STATE OF KANSAS: For Use by State of Kansas Signatories Only

Daniel J. Carroll
Attorney, Department of Administration

12-15-14
Date

Mark J. McAnen
Director of Facilities and Procurement Management

12/10/14
Date

James T. Clark
Secretary of Administration

12-16-14
Date

This Space Intentionally Left Blank

SPECIAL PROVISIONS – DCF CENTRAL OFFICE
STATE OF KANSAS
TOPEKA, KANSAS

These Special Provisions – DCF Central Office ("Special Provisions") are executed by Athene Annuity & Life Company, LLC, an Iowa Corporation ("Lessor") and the Kansas Department for Children and Families ("Lessee").

Simultaneous with the execution of these Special Provisions, the parties are executing a Real Estate Lease Agreement ("Base Agreement") concerning certain Leased Property located at 555 S. Kansas Ave., Topeka, Kansas 66603, and these Special Provisions amend, modify, and supplement the Base Agreement provisions and by this reference are incorporated into the Base Agreement. In the event of any inconsistency between these Special Provisions and the Base Agreement provisions, the Special Provisions shall control. The term "Lease" shall refer to the Base Agreement as amended, modified and supplemented by these Special Provisions.

Now therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby irrevocably acknowledged, the parties hereby execute these Special Provisions.

<u>Special Provision # 7</u>
<u>Fixed Rent</u>

The Lessee agrees to pay to Lessor in equal quarterly payments for each lease year based upon the schedule listed below to rent 86,700 square feet of property. These payments shall be due on January 1st, April 1st, July 1st and October 1st of each year of the Lease. The rental payment will be prorated accordingly if Lessor has not completed work described in Special Provision # 12 and tendered delivery of the premises to Lessee on or before April 1, 2015. However, if Lessor shall complete its work and tender the space on or before April 1, 2015, then Fixed Rent shall commence on April 1, 2015, even if Lessee elects not to occupy the described property on any other day than the first of the month. The rental payment will also be prorated at the beginning of the Term (as specifically set forth below), if an to the extent that the 4,718 rentable square feet of space currently occupied by the AARP or the 3,917 rentable square feet of space currently occupied by KDFA (the "Existing Lessees") is not available on or before April 1, 2015. Lessor shall use commercially reasonable efforts to terminate the Existing Lessees' leases early, but shall not be required to pay any termination fees or moving expenses in connection with the same; provided however, that Lessor will agree to pay up to $10,000.00 in actual moving expenses for KDFA in connection with a termination of the KDFA lease if KDFA agrees to vacate their space prior to April 1, 2015. Notwithstanding anything set forth in Section 3 (Use of Premises) of the attached Base Agreement to the contrary, Lessee's unrestricted use of the premises at the beginning of the Term of this Lease shall be subject to the use and occupancy of the Existing Lessees as described in Special Provision # 7 above. If the Lease is terminated pursuant to paragraphs 8 or 9, any unearned lease payment will be refunded to the Lessee on a pro rata basis.

Lease years 1-5, $330,543.75 quarterly (every 3 months) a rate of $15.25 per rentable square foot.
Lease years 6-10, $347,016.75 quarterly (every 3 months), a rate of $16.01 per rentable square foot.
Lease years 11-15, $364,356.75 quarterly (every 3 months), a rate of $16.81 per rentable square foot.
Lease years 16-20, $382,563.75 quarterly (every 3 months), a rate of $17.65 per rentable square foot.
Lease years 21-25, $401,637.75 quarterly (every 3 months), a rate of $18.53 per rentable square foot.

Notwithstanding the foregoing schedule, the parties hereby agree that during Lease years 1-5, if and to the extent that either or both of the Existing Lessees have not yet vacated their current space, then the Lessee's rental payments shall be prorated as follows:

(a) If, and during any time after April 1, 2015 that neither of the Existing Lessees have vacated their respective space and Lessor has not delivered such space to Lessee, then rental payments shall be adjusted to $297,622.81 quarterly (every 3 months), a rate of $15.25 per rentable square foot.

(b) If, and during any time after April 1, 2015 that AARP has not vacated their space (but KDFA has vacated and Lessor has delivered such space to Lessee), then rental payments shall be adjusted to $312,556.38 quarterly (every 3 months), a rate of $15.25 per rentable square foot.

(c) If, and during any time after April 1, 2015 that KDFA has not vacated their space (but AARP has vacated and Lessor has delivered such space to Lessee), then rental payments shall be adjusted to $315,610.19 quarterly (every 3 months), a rate of $15.25 per rentable square foot.

If either of the Existing Lessees shall vacate their space at a time after Lessee has made its quarterly rental payment, then Lessor shall provide notice to Lessee of the increase in rental payments which shall be due upon the earlier of (i) the date that Lessor shall complete its work and tender delivery of such space to Lessee, or (ii) sixty 60 days after such notice, and Lessee shall pay such increase at the same time that it makes its next quarterly payment to Lessor (regardless of which quarter the increase becomes effective).

Special Provision #8
Termination by Lessee for Fiscal Necessity

Notwithstanding Paragraph 10 of the Base Agreement, Lessee shall have the right to terminate all of this Lease (or a portion of the space leased by Lessee hereunder) pursuant to Paragraph 10 of the Base Agreement only in accordance with the following conditions: (a) Lessee shall give Lessor at least thirty (30) days' prior written notice of the exercise of the right to terminate setting forth the date of termination which shall be the last day of a month ("Early Termination Date"); and (b) Lessee will reimburse Lessor for all (or in the case of a partial termination, a pro rata share of the following) tenant improvements, leasing commissions and related costs incurred by Lessor, amortized over the three hundred (300) month primary term of this Lease at an interest rate of three hundred (300) basis points over the then-current 10 Year United States Treasury interest rate. Such improvement and related costs shall include all expenditures for improvements and remodeling to the Leased Property, architectural and engineering fees and costs, and the third-party costs and expenses incurred by Lessor. Lessee shall pay to Lessor the unamortized improvement and related costs within thirty (30) days after delivering the notice of termination required hereunder but shall receive credit for any prepaid rent applicable after the Early Termination Date toward the unamortized costs and Lessee shall be reimbursed for any overage as a result of prepaid rent.

Special Provision # 9
Operating Expense Clause

The Lessee agrees to pay to Lessor the operating expenses above the 2015 base year on an annual basis subject to the limitations provided below. Lessor shall provide Lessee a detailed account summary with invoices, or other reasonable evidence, of the amount of the operating expenses within a reasonable period following the conclusion of each State of Kansas fiscal year on June 30th for the period from the Lease commencement date for the first lease year and from the prior July 1 in all other lease years. Lessee shall pay to Lessor the amount of the annual operating expenses within sixty (60) days following its receipt of the detailed account. In the event of the termination or expiration of this Lease, Lessee shall pay Lessor within sixty (60) days following such termination or expiration of the amount of the operating costs accrued to the date of such expiration or termination as reasonably detailed by Lessor, which payment obligation shall survive such expiration or termination.

The term "operating expenses" shall mean the costs and expenses of operating, maintaining, repairing and managing the Leased Property and all improvements thereon in a manner deemed by Lessor to be reasonable and appropriate and in compliance with this Lease, including real estate taxes and insurance premiums.

The actual Real Estate Taxes and Lessor's insurance premiums for insurance policies obtained by Lessor according to good property ownership practices and its lender's requirements, including, but not limited to, fire, extended casualty insurance shall be included in operating expenses, but shall not, in any event, include any insurance premium for comprehensive general liability insurance and business interruption coverage related to the Leased Property applicable during the term of this Lease. The Lessor will provide the Lessee a detailed summary with tax receipts and paid insurance invoices of the Lessor's actual Real Estate Taxes and insurance premiums expended each calendar year, or portion thereof, during the term of this Lease, promptly following receipt of the Real Estate Taxes statement for such calendar year.

On or before the Lease commencement date and each anniversary date thereof, Lessor shall provide Lessee with a certificate(s) of insurance to evidence Lessor's insurance policies are in full force and effect. Upon request from Lessee, Lessor hereby agrees to obtain at least three (3) competitive bids for insurance coverage, and Lessor agrees to select the lowest qualified bid which provides all of the required coverages set forth herein.

"Real Estate Taxes" shall mean: (i) all ad valorem taxes (adjusted after protest or litigation, if any) for any part of the term of this Lease; (ii) any taxes which shall be levied or required to be paid in lieu of any such ad valorem taxes; and (iii) occupational taxes or excise taxes levied on rentals derived from the operation of the Leased Property or the privilege of leasing property.

Upon a timely and reasonable request from Lessee, Lessor hereby agrees to appeal the Real Estate Taxes for the Premises. Lessee hereby agrees to cooperate with Lessor in prosecuting any such appeal and that the costs of the appeal shall be included in operating expenses and any savings resulting from a successful appeal shall be used to reduce operating expenses.

Special Provision # 10
Miscellaneous Furnishings

The parties mutually agree that the artwork, appliances, mounted audio visual equipment, tables, chairs, and shelving from the offices, conference rooms, and cafeteria/break rooms, and Herman Miller Ethospace system furniture located in the open office areas remaining in the building following the vacation of the building by the existing tenants (the "Personal Property") will be left and available for usage by the Lessee and, if Lessee shall not terminate this Lease on or before the 5th anniversary of the date that Lessee commenced to pay Fixed Rent hereunder, Lessor hereby agrees to convey ownership of the Personal Property to Lessee by bill of sale upon a request of the same from Lessee, and thereafter, Lessee shall not be responsible for replacement of such remaining Personal Property. Further, if and to the extent that Lessor has any additional Personal Property pertaining to the Premises which is currently located in off-site storage, Lessor hereby agrees, at Lessor's expense to deliver the same to Lessee at a storage facility designated by Lessee.

Special Provision # 11
Carpet and Painting Improvements

Additionally, both parties mutually agree the following property improvements will be made by the Lessor, at the Lessor's expense by the timelines subsequently listed:

A. Carpet Replacement: At the discretion of the Lessee, between lease years five and ten during the term hereof, Lessor, at no cost to the Lessee, shall replace the carpet with 2' x 2' carpet squares with a loop construction designed for heavy wear (density of not less than 20-18 ounce weight with a high performance synthetic backing) or current agency specifications of a similar grade installed in the building at the time of the commencement of this Lease, and shall be completed within the immediately following lease year. The selection of carpet materials will be made by Lessee from several choices presented by the Lessor and should take into account the normal amount of wear and tear associated with Lessee offices.

   At the discretion of the Lessee, between lease years fifteen and twenty during the term hereof, Lessor, at no cost to the Lessee, shall replace all the carpet with 2' x 2' carpet squares with a loop construction designed for heavy wear (density of not less than 20-18 ounce weight with a high performance synthetic backing) or current agency specifications of a similar grade installed in the building at the time of the commencement of this Lease, and shall be completed within the immediately following lease year. The selection of carpet materials will be made by Lessee from several choices presented by the Lessor and should take into account the normal amount of wear and tear associated with Lessee offices.

B. Interior Paint: Following the expiration of the fifth (5th) and fifteenth (15th) lease years during the term hereof, Lessor, at no cost to the Lessee, shall plan on repainting the interior portions of the building, including steel doors and frames, and such repainting shall be completed in accordance with carpet replacement within the immediately following lease year, as applicable, in each case. The repainting shall consist of two coats of semi-gloss finish over primer as required. Paint material shall be acrylic latex or type appropriate to the material. The selection of paint/finish materials will be made by Lessee from several choices presented by the Lessor of similar quality to the paint in the building at the time of the commencement of this Lease and should take into account the normal amount of wear and tear associated with Lessee's offices.

Special Provision # 12
Occupancy; Improvements; Inspection; Commencement; Costs

A. Lessor's Improvements. The Lessee shall receive an allowance from the Lessor equal to $500,000.00 (the "Allowance") to use at the Lessee's discretion for tenant improvements and moving expenses. Any funds remaining from the Allowance are the property of the Lessee and shall be conveyed to Lessee upon request to Lessor by certified funds.

Furthermore, Lessor has caused its architect to prepare plans and specifications for the construction and installation of certain new improvements to the Leased Property ("Lessor's Improvements") and such plans and specifications are referred to herein as the "Plans and Specifications." Lessor shall pay the costs of all such design and architecture work, the budget for which shall be pre-approved by Lessee in its reasonable discretion, but the same shall be deducted from the Allowance. The Plans and Specifications are detailed below in Special Provisions #13. Lessor agrees, at its sole cost and expense up to the amount of the Allowance, to accomplish the construction or installation of Lessor's Improvements in substantial compliance with the Plans and Specifications. Lessor is hereby authorized to make such changes in the Plans and Specifications which do not materially, adversely affect the use or appearance of Lessor's Improvements as may be necessary in order to comply with applicable building codes without any approval of Lessee. Any other changes to such Plans and Specifications shall require the prior approval of Lessee, which approval shall not be unreasonably withheld or delayed.

B. Lessee's Inspection and Acceptance of Lessor's Improvements. Lessor shall notify Lessee at least thirty (30) days prior to the anticipated date that Lessor's Improvements will be substantially completed so that the Leased Property will be Ready for Occupancy. "Ready for Occupancy" shall mean the date on which the Lessor's Improvements have been substantially completed in accordance with the Plans and Specifications (as modified), and all applicable building codes, ordinances, standards and regulations takes place; and the local governmental organization(s) having authority has issued a building occupancy permit or inspected the property and given approval for occupancy, so that Lessee can legally occupy and utilize the Leased Property for its intended use. Lessee shall have the right to inspect the Lessor's Improvements following such notification by Lessor, at a time convenient to the parties and Lessor's contractors. On or before thirty (30) days following the date of such notification by Lessor ("Punch List Date"), Lessee shall provide Lessor a "punch list" of all non-conforming work, which work was to be performed by Lessor under this provision and which is either not completed in accordance with Special Provision #13 or which is not completed in good and workmanlike manner ("Non-conforming Work"). Lessee shall be deemed to have accepted Lessor's Improvements and the Leased Property in all respects except for those items which are listed on punch lists delivered to Lessor prior to Lessee's Punch List Date. As soon as reasonably possible, Lessor shall cause its contractors to perform or correct the Non-conforming Work timely specified by Lessee on its punch list.

C. Site and Space Access Rights Prior to Occupancy of Space. The Lessor agrees to allow Lessee, and any of Lessee's vendors or contractors, access to the demised space prior to the established occupancy date. Such access, however, does not constitute lease occupancy for purposes of establishing rental payments. Such site visits and vendor access shall be scheduled in advance whenever possible or practical. In addition representatives of the Lessee shall have the right to inspect the premises to determine whether the space is in full compliance with the terms of this Lease. Notwithstanding the foregoing Lessee, its contractors, vendors and representatives shall not interfere with Lessor's contractors and vendors and shall enter the Leased Property at their sole risk upon reasonable written advance notice to Lessor.

D. Lease Commencement. The date that the Leased Property is Ready for Occupancy as provided in subparagraph B above shall be the Lease commencement date.

E. Construction Costs. The Lessor agrees to provide the Lessee with the amount of its expenditures for Lessor's Improvements and all third-party costs and expenses, no later than sixty (60) days after the Lease commencement date, along with an amortization schedule amortizing such expenditures and costs over the twenty-five (25) year period from and after the Lease commencement date for purposes of Special Provision #8 above and this Lease shall be amended by the parties to include such amortization schedule attached as Exhibit "B" hereto.

Special Provisions # 13
Plans and Specifications

A. The Plans and Specifications for Lessor's Improvements as referenced in Special Provision #12 B are attached hereto as Exhibit A.

Special Provisions # 14
Miscellaneous Provisions

A. Taxes on Lessor's Property. Lessor shall be responsible for and shall pay before delinquency all municipal, county or state taxes assessed during the term of this Lease against any leasehold interest or personal property of any kind owned by or placed in, upon or about the Leased Property by Lessee. To the fullest extent permitted by law, Lessor shall indemnify Lessee, its officers, employees and the State of Kansas, and save them harmless from and any and all claims, actions, proceeding, damages, liabilities, judgments, fines, costs and expenses resulting out of or in connection with non-payment of taxes. This paragraph shall survive the expiration or termination of this Lease.

B. Notices. Any notice pursuant hereto shall be given in writing by (a) personal delivery, or (b) expedited delivery service with proof of delivery, or (c) United States Mail, postage prepaid, registered or certified mail, return receipt requested, sent to the intended addressee at the address set forth below (or such other address as Lessor or Lessee may designate in writing to the other upon a minimum of ten (10) days advance written notice), and shall be deemed to have been given either at the time of receipt or, in the case of expedited delivery service or mail, as of the date of first attempted delivery at the address. Any such notices may be under the signature of the Seller's or Buyer's (as the case may be) agent, attorney, or representative.

Lessor's Address:

Athene Annuity & Life Company
Attn: Michael Hartschen
7700 Mills Civic Parkway
MS 3A-34G
West Des Moines, IA 50266

Lessee's Address:

State of Kansas – Kansas Department
For Children and Families
Attn: Secretary of the Department for
Children and Families
555 S. Kansas Ave., 6th Floor
Topeka, KS 66603

and

State of Kansas – Kansas Department
For Children and Families
Attn: Director of Operations
555 S. Kansas Ave., 5th Floor
Topeka, KS 66603

C. Governing Law. The laws of the State of Kansas shall govern the interpretation, performance and enforcement of this Lease.

D. Building Hours. The Building's business hours shall be Monday through Friday, from 7:00 a.m. to 6:00 p.m., except for holidays recognized by Lessee ("Building Hours"). Lessor shall provide heating and cooling and other routine building services during Building Hours.

E. Repair of Premises. Notwithstanding anything set forth in Section 7 (Repair of Premises) of the attached Base Agreement to the contrary, the parties hereby agree that:

(i) the words "and appliances" shall be removed from the end of the 3rd sentence of Section 7. The parties hereby specifically agree that microwaves, stoves, refrigerators, ice makers and AV equipment shall all be maintained, repaired and replaced by Lessee.

(ii) the 7th, 8th, 9th and 10th sentences of said Section 7 shall be deleted in their entirety and replaced with the following:

"Subject always to Lessor's obligations under Section 7 of the Base Agreement to perform maintenance and repairs to the Premises resulting from normal wear and tear and Lessee's normal use of the Premises (as set forth in Section 3 of the Base Agreement), Lessee hereby agrees to be solely responsible for any damage to the Premises which is caused by Lessee or other repairs or maintenance or repairs resulting from Lessee's negligence or willful misconduct. Lessor agrees to authorize Lessee to contract with a third party for maintenance or repairs that are not corrected within ten (10) business days of notification from Lessee; provided however, that if the nature of such repair is such that more than ten (10) business days after such notification are reasonably required for performance than Lessee shall not contract with a third party for such repair if performance by the Lessor is commenced within the ten (10) business day period and thereafter diligently pursued to completion. Lessee may submit to Lessor any reasonable invoices for third party repairs or maintenance as set forth in the preceding sentence and, if and to the extent Lessor does not pay or reimburse Lessee for such reasonable invoices within thirty (30) days, Lessee may deduct the amount of such unpaid invoices from rental payments due and owing."

F. Un-tenantable Premises. Notwithstanding anything set forth in Section 8 (Un-tenantable Premises) of the attached Base Agreement to the contrary, the parties hereby agree that all of the sixty (60) day time periods set forth in Section 8 shall be deleted and replaced with "one hundred fifty (150) days". The parties also agree that the third full paragraph and the penultimate sentence of the fourth full paragraph shall be deleted in their entirety. The parties further agree that the term "hazardous substances" as used in Section 8 shall not be deemed to include reasonable quantities of office supplies and cleaning solvents used in connection with the operation of commercial office buildings.

Special Provisions # 15
Lessee's Use of the Premises

It is agreed by the parties that the Premises is to be used by Lessee only for office space. No other business shall be conducted in or on the Premises without Lessor's written consent, and Lessee shall not allow the Premises to be used for any unlawful purposes. Lessee agrees to obtain all required permits, governmental approvals or other approvals necessary to lawfully conduct its business within the Premises. If Lessee's use of the Premises shall be deemed to be unlawful in any way, Lessee shall modify its business to fully comply with law. Lessee agrees to fully comply with all laws, ordinances, orders and regulations affecting the Premises, and shall not commit waste thereon, or use or occupy the Premises for any purpose of business deemed extra-hazardous on account of fire or otherwise. Lessee further agrees to keep and care for the Premises in a reasonably clean and neat condition, and not to allow rubbish or trash of any kind to collect in, on or about the Premises.

Special Provisions # 16
Limitations on Lessor's Liability

Lessor's review, supervision, commenting on or approval of any aspect of work to be done by or for Lessee are solely for Lessor's protection and, except as expressly provided, create no warranties or duties to Lessee or to third parties. A sale, conveyance or assignment of the building will automatically release Lessor from liability under this Lease from and after the effective date of the transfer, except for any liability relating to the period prior to such effective date; and Lessee will look solely to Lessor's transferee for performance of Lessor's obligations relating to the period after such effective date. This Lease will not be affected by any such sale, conveyance or assignment and Lessee will attorn to Lessor's transferee.

Special Provisions # 17
Waiver of Subrogation

Lessor and Lessee hereby release one another from any claims for damage to any person or to the Premises or the building and to the fixtures, Lessee's personal property and other improvements and alterations to the Premises, including the loss of income, business or rents, that are caused by or result from risks insured against under any insurance policies carried by the parties hereto and in force at the time of such damage, even if such loss or damage shall have been caused by the fault or negligence of the other party. Nothing set forth in this waiver of subrogation shall be deemed to require Lessee to carry insurance or indemnify Lessor.

Special Provisions # 18
Lessee Defaults

A. Late Payments. If any rent or other payments are not received by Lessor within fifteen (15) days after the same are due, Lessee shall pay interest at the rate of one and one half percent (1.50%) per month on the entire delinquent sum from its due date until received by Lessor.

B. Lessee Defaults. The following shall be deemed to be Lessee defaults under the Lease: (i) if Lessee shall fail to pay any rent or other payments when the same are due, and if such failure shall continue for fifteen (15) days after the same is first due, (ii) if Lessee shall fail to honor any other term or covenant of this Lease, and/or (iii) if the Premises shall become vacant or deserted for a period of thirty (30) days.

C. Lessor Remedies. If Lessee (i) fails to fully pay any installment of rent or any other sum owed to Lessor within fifteen (15) days after the same is due, or (ii) fails to perform any other term, condition, covenant or obligation required under this Lease for a period of fifteen (15) days, then Lessor shall provide written notice of such failure to Lessee, and if Lessee shall fail to cure any such failure within twenty (20) days following written notice from Lessor, then Lessor may, in addition to and not in limitation of any other rights and remedies at law or in equity:

(i) Terminate this Lease, in which case Lessee shall immediately surrender the Premises to Lessor;

(ii) Terminate Lessee's right to possession of the Premises and change the locks, without judicial process, and in compliance with applicable laws, expel and remove Lessee, and any other property within the Premises and any parties occupying all or any part of the Premises;

(iii) Cure such failure for Lessee at Lessee's expense; and/or

(iv) Withhold or suspend payment of sums that Lessor would otherwise be obligated to pay to Lessee under this Lease or any other agreement.

Unless expressly provided in this Lease, the repossession or re-entering of all or any part of the Premises shall not relieve Lessee of its liabilities and obligations under this Lease. No right or remedy of Lessor shall be exclusive of any other right or remedy, and each right and remedy shall be cumulative and in addition to any other right and remedy now or subsequently available to Lessor at law or in equity. Receipt by Lessor of Lessee's key to the Premises shall not constitute an acceptance or surrender of the Premises.

Special Provisions # 19
Subordination

This Lease is and will be subject and subordinate in all respects to any mortgage or other loan documents in connection with Lessor's financing. While such subordination will occur automatically, Lessee agrees, upon request by and without cost to Lessor or any successor in interest, to promptly execute and deliver to Lessor or any lender such instrument(s) as may be reasonably required to evidence such subordination.

Special Provisions # 20
Estoppels

Lessee agrees that at any time and from time to time (but on not less than thirty (30) days' prior request by Lessor), Lessee will execute, acknowledge and deliver to Lessor a certificate indicating any or all of the following: (a) the commencement date and expiration date of this Lease; (b) that this Lease is unmodified and in full force and effect (or, if there have been modifications, that this Lease is in full force and effect, as modified, and stating the date and nature of each modification); (c) the date, if any, through which

Fixed Rent and any other charges payable have been paid; (d) that to the best of Lessee's knowledge, no default by Lessor or Lessee exists which has not been cured, except as to defaults stated in such certificate; (e) that Lessee has no existing defenses or set-offs to enforcement of this Lease, except as specifically stated in such certificate; (f) provided such events have occurred, that Lessee has accepted the Premises and that all improvements required to be made to the Premises by Lessor have been completed according to this Lease; (g) that, except as specifically stated in such certificate, Lessee, and only Lessee, currently occupies the Premises; and (h) such other matters as may be reasonably requested by Lessor. Any such certificate may be relied upon by Lessor, its lenders and any prospective purchaser or prospective mortgagee, deed of trust beneficiary or ground lessor of all or a portion of the building.

Special Provisions # 21
Rules and Regulations

Lessee agrees to faithfully observe and comply with the rules and regulations for the building which are attached hereto as Exhibit "C" and with all reasonable modifications and additions to such rules and regulations from time to time adopted by Lessor and of which Lessee is notified in writing. No such modification or addition will contradict or abrogate any right expressly granted to Lessee under this Lease.

[Remainder of page intentionally left blank. Signature page immediately follows.]

Lessor (Athene Annuity & Life Company) 12/1/2014
Date

Phyllis Gilmore 12/11/14
Lessee (DCF) Date

EXHIBIT "A"

PLANS AND SPECIFICATIONS

EXHIBIT "B"

AMORTIZATION SCHEDULE

[To be calculated and attached to the Lease by amendment after the Lease Commencement Date.]

EXHIBIT C

RULES AND REGULATIONS

1. If there are other tenant's occupying space within the building, Lessee shall not inscribe any inscription or post, place, or in any manor display any sign, notice, picture, placard or poster, or any advertising matter whatsoever in the public and common areas of the building without first obtaining Lessor's written consent. Lessee shall be responsible for any damage caused by installation or removal of Lessee's signs.

2. All exterior and interior signs on corridor doors must be installed by Lessor or someone designated by it and the actual cost thereof shall be paid by the Lessee and all such signs are so placed at the risk of the Lessee.

3. If a Lessee desires telegraphic or telephonic connections, the Lessor will direct the electricians as to where the wires are to be introduced and without such direction no boring or cutting of wires shall be permitted.

4. The Lessor retains the right to prescribe the weight and proper position of items that weight in excess of 250 pounds. All safes, furniture, boxes and bulky articles and packages that weight in excess of 250 pounds shall be moved into or out of said building or from one part of the building to another under supervision of Lessor and at such times and according to such regulations as may be designated from time to time by Lessor and at the entrance designated by the Lessor and each Lessee shall be responsible for all damage to the walls, floors or other parts of the building caused by or connected with any moving or delivery into or removal from the building of any safe, furniture, boxes or bulky articles while in the building at Lessee's insistence but no moving out shall occur without the written consent of the Lessor in each instance. The premises shall not be overloaded. No engine or boiler or other machinery shall be put upon the premises by any Lessee.

5. No Lessee shall do or permit anything to be done in said Premises which will be dangerous to life, or limb, or which will tend to create a nuisance or injure the reputation of the building or use anything except that which is provided by or approved by Lessor in lighting or heating said Premises; or bring into the premises or keep therein any heating or lighting apparatus other than that provided by Lessor; or install any air conditioning or air cooling apparatus without the written consent of Lessor; or in any way injure or annoy other Lessees, or conflict with the laws relating to fire safety, or with the regulations of the Fire Department, or with any insurance policy upon said building or any part hereof, or conflict with any of the laws, rules or regulations of any government agency or municipality having jurisdiction, or use the premises for an illegal or immoral purpose, and no beer, wine or intoxicating liquor shall be sold in said building without the written consent of the Lessor in each instance.

6. The sidewalk, passages, lobbies, corridors, elevators and stairways shall not be obstructed by Lessee, or used except for ingress and egress from and to offices or store room.

7. The doors, skylights, windows and transoms that reflect or admit light into passageways or into any place in said building shall not be covered or obstructed by Lessee. The water closets and other apparatus shall not be used for any purpose other than those for which they were constructed, and no sweepings, rubbish, rags or other substances shall be thrown therein. Any damage resulting to them from misuse shall be borne by Lessee who shall cause it.

8. Lessee and its employees and guests are not to injure or deface the building nor the woodwork, nor the walls of the premises, nor to carry on upon the premises any noisome, noxious, noisy or offensive business nor conduct any auction therein; nor interfere in any way with the other Lessees or those having business with them.

9. No room or rooms shall be occupied or used as sleeping or lodging apartments.

10. Lessee shall, when leaving premises at close of business, or unoccupied at any time, lock doors and for any default or carelessness in this respect shall make good all injury sustained by other Lessees and by the Lessor or by either of them, for damages resulting from such default or carelessness.

11. No animal or bird shall be allowed in any part of the building without the consent of the Lessor.

12. Any person or persons, other than the janitor or janitress of Lessor, who shall be employed for the purpose of cleaning premises shall be employed at Lessee's cost and Lessor shall in no way be responsible for any loss of property on or from the premises, however occurring, or any damage done to the furniture by the janitor or janitress

furnished by the Lessee or anyone under him. Lessee will report any lack of attention in the service of the building to the Lessor.

13. No Lessee shall accumulate or store in the premises covered by this lease any waste paper, discarded records, paper files, sweepings, rags, rubbish or other combustible matter and Lessee shall surrender such matter to Lessor without compensation to be handled and disposed by Lessor. Nothing shall be thrown by Lessee, their employees or guests, out of the windows or doors or down the passages or skylights or over balcony rails of the building.

14. The Lessor reserves the right to exclude from the building all drunken persons, idlers and diseased persons, peddlers, solicitors and generally persons of a character or conduct to create disturbance and persons entering in crowds or in such unusual numbers as to cause inconvenience to the Lessees of the building.

15. Lessee shall be bound by the covenants, if any, binding upon the property upon which the building is situated.

16. Lessee and Lessee's agents, guests, employees, and contractors shall park in designated Lessee and visitor parking areas only and shall adhere to parking rules and regulations as stipulated from time to time by Lessor. Any and all fines incurred as a result of illegal parking are the responsibility of Lessee or Lessee's agents, employees or invitees and in no way may be deducted from rental payments. Lessor is not responsible for damage or loss of vehicle or vehicle's contents while located in Lessor's parking facilities.

17. No parking will be permitted on drives or public dedicated streets in the office complex or in other than designated Lessee and visitor parking areas.

18. Lessee shall shall use the freight elevator to moving furnishings and/or equipment through the building.

19. With both parties written agreement the Lessor reserves the right to change these rules and to make such other and further reasonable rules and regulations either as it affects one or all Lessees as in its judgment may from time to time be needed for the safety, care and cleanliness of the premises, for the preservation of good order therein or for any other cause and when such changes are made or modified the new rules shall be deemed a part hereof, with the same effect as if written herein, when a copy shall have been delivered to the Lessee or left with some person in charge of the demised premises.

FIRST AMENDMENT TO LEASE

This constitutes a First Amendment (the "Amendment") between Athene Annuity & Life Company (the "Lessor") and the Kansas Department for Children and Families (DCF) (the "Lessee") to that certain Real Estate Lease Agreement between Lessor and Lessee dated December 16, 2014 for the leased property located at 555 S. Kansas Ave., Topeka, Kansas, 66603 (the "Lease"); SMART Contract ID #40258. This Amendment is effective as of April 1, 2015.

Lessor and Lessee mutually agree to the following terms:

1. Janitorial Services.

    a. Lessor has entered into a contract for janitorial services with Shawnee Building Maintenance and Janitorial, Inc ("SBMJ") for a one year period, expiring March 31, 2016 (the "Janitorial Contract"). Such Janitorial Contract adheres to Lessee's specifications attached hereto as Exhibit A.

    b. Lessor shall invoice the Lessee on a monthly basis the sum of $7,500.00 for costs relating to the Janitorial Contract (the "Janitorial Monthly Fee"). Lessee shall pay to Lessor the Janitorial Monthly Fee within fifteen (15) days following its receipt of a monthly invoice from Lessor.

    c. By the giving of notice in writing to the Lessor at least 90 days prior to the end of any term of the Janitorial Contract, Lessee may request Lessor to renew the Janitorial Contract. Lessor's obligation to renew shall be based on SBMJ renewing the Janitorial Contract on substantially the same terms and conditions as the prior term, including with regard to cost. If SBMJ will not renew under such substantially similar terms and conditions, Lessor shall not be obligated to renew and shall not be obligated to procure janitorial services for Lessee following the expiration of the current term of the Janitorial Contract.

    d. In the event Lessor desires to terminate the Janitorial Contract due to the lack of performance or default of SBMJ, Lessor shall have the right to terminate the Janitorial Contract. If such termination occurs prior to March 31, 2016, Lessor shall replace the Janitorial Contract with a new service contract on similar terms and conditions as the Janitorial Contract at least through March 31, 2016 (the "Replacement Janitorial Contract"), and Lessee shall be required to continue to pay the same Janitorial Monthly Fee with regard to the Replacement Janitorial Contract. If such termination occurs after March 31, 2016, Lessor may, at its option, replace the Janitorial Contract with a Replacement Janitorial Contract. Lessee shall have the right to request renewal of any Replacement Janitorial Contract in accordance with the terms of Section 1(c) above.

2. Security Services.

    a. At no cost to the Lessee, Lessor will contract for the provision of 24 hour security services through G4S Secure Solutions ("G4S") for a one month period, from April 1 – April 30, 2015.

    b. For the period from May 1, 2015 to June 30, 2015, Lessor will contract for the provision of security services through G4S (the "Security Services"). During such period, Lessee requires two guards per day total, with overlapping shifts, for a total of 80 hours a week. The first shift will be 6:30am-3:00pm and the second shift will be 10:00am-6:30pm. The overlap from 10:00am-2:00pm will allow for 30 minute lunch breaks and coverage at peak times of office traffic. At Lessee's option, Lessee may have the option to add a third guard on an hourly basis.

c. Lessor shall bill the Lessee on a monthly basis for the cost of the Security Services as follows, which is agreed to in advance by Lessee as a fair and reasonable cost for such services: (1) $1,325.00 per week for two guards, and (2) $15.04 per hour for a third guard, which may be added at the discretion of the Lessee (the "Security Fees"). Lessor shall provide Lessee with any invoices or other documentation provided by G4S to verify the Security Fees. Lessee shall pay to Lessor the Security Fees within fifteen (15) days following its receipt of such invoices or other documentation.

3. Lessee's Obligation to Pay. If Lessor is invoiced for and obligated to pay the Janitorial Monthly Fee or the Security Fees pursuant to Lessor's contracts with the service providers, then Lessee is obligated to pay Lessor such fees in accordance with Sections 1(b) and 2(c) above, regardless of any claims by Lessee that the service providers are in default in the provision of services. Under no circumstances shall Lessor be deemed to be in default under the Lease or obligated to provide a remedy or reduction in rent or any other amount payable to Lessor pursuant to the Lease or this Amendment based on Lessee's claim of any default in the provision of services.

4. Exclusion from Operating Expense Reconciliation. The Lessor will exclude the Janitorial Monthly Fee and the Security Fees from the annual reconciliation for Operating Expenses as outlined in Special Provision #9 of the Lease.

5. Federal Tax Information.
Lessee's offices may contain personal Federal tax information. Therefore, the Lessor shall provide and review with any contractor who is to perform janitorial and/or security services for the leased property, Exhibit B to this amendment. Exhibit B outlines the performance duties as well as the criminal and/or civil sanctions applicable to a contractor and their employees who come into possession of Federal tax information. A copy of Exhibit B shall be affixed to any contract Lessor makes with any contractor to perform janitorial and/or security services for the leased property.

All other terms and conditions contained in the Lease, as well as Exhibits and Riders to the Lease, shall be applicable to this Amendment. Additionally, unless specifically modified, all terms and conditions of the Lease remain unchanged and in full effect.

Lessor (Athene Annuity & Life Company)	May 12, 2015 Date
Phyllis Gilmore Lessee (DCF)	5/18/15 Date
Daniel J. Carroll Attorney, Department of Administration	5-20-15 Date
Mark J. McFree Director of Office of Facilities and Property Management, Department of Administration	5/21/15 Date
James D. Clark Secretary of Administration	5-20-15 Date

50205833.2

Exhibit A

Cleaning Specifications for

DCF 555 Kansas Avenue Topeka, Ks

AREA OF RESPONSIBILITY

Contractor shall be responsible for cleaning and maintaining the following areas of the above place of business:

Daily- Five days per week (Monday through Friday) unless otherwise specified

- ✓ **All finished general and private office space/conference rooms on all levels**
- ✓ **All restrooms on each level**
- ✓ **All hallways and corridors on each level**
- ✓ **All stair and entryways on each level**
- ✓ **All break rooms, vending areas and janitorial rooms on each level**
- ✓ **All elevators**

Cleaning Duties

Daily

1. **General Cleaning in general and private offices, conference rooms, hallways, corridors, stairwells, and lobby:**

    - ✓ **Empty wastebaskets and replace liners**
    - ✓ **Clean, disinfect, and polish all drinking fountains and sinks**
    - ✓ **Sweep or dust mop then damp mop resilient and hard floors**
    - ✓ **Buff/Shine all VCT floors and maintain at a high shine level**
    - ✓ **Vacuum all carpeted areas**
    - ✓ **Clean all entry glass**
    - ✓ **Clean/ Disinfect break room tables, counter tops, and training tables**
    - ✓ **Dust all horizontal surfaces, i.e., furniture, counters, table tops desk tops if cleared of paper, sills, ledges, moldings, picture frames, and air ducts/ vents, filing cabinet and bookcases**

2. **Restrooms/Break Rooms- must be "Sparkling Clean"**

    - ✓ **Clean, sanitize and polish all fixtures including toilet bowls, urinals, counters and basins**
    - ✓ **Clean all glass and mirrors**
    - ✓ **Empty all containers and disposals, insert liners as required, spot clean and sanitize containers**
    - ✓ **Refill all dispensers such as toilet tissue, towels, etc. with products furnished by client**
    - ✓ **Spot clean walls and partitions around lavatories**
    - ✓ **Empty and sanitize interior containers**
    - ✓ **Buff/Shine all VCT floors and maintain at a high shine level**

Exhibit A

Weekly

1. General Cleaning in Entire Building
   - ✓ Dust/Clean all horizontal surfaces, counters, table tops desk tops if cleared of paper, sills, ledges, moldings, picture frames, and ducts, filing cabinet and bookcases
   - ✓ Vacuum fabric chairs

2. Restrooms/Break Rooms
   - ✓ Clean all walls, doors, including entry door, and partitions

Monthly

- ✓ Vacuum all corners, edges of carpeted areas
- ✓ Dust/Clean air returns, high window ledges
- ✓ Clean all interior windows above offices and conference/ break rooms

Quarterly

- ✓ Hand vacuum with backpack vacuum all partition fabric
- ✓ Dust/wipe all window blinds

Annually

- ✓ Strip and wax all hard surfaces-

Supplies and Equipment

- ✓ Contractor shall be responsible for furnishing all equipment and supplies needed satisfactorily complete all work as set forth in the proposal, with the exception of trash can liners, restroom supplies, wax for hard surfaces and, ice melt
- ✓ Contractor is to contact State of Kansas prior to running out of rest room supplies and place an order for needed supplies
- ✓ Contractor is responsible to maintain the supply closet in a clean and orderly manner

Staffing

- ✓ All cleaning staff will be in uniform
- ✓ Contractor shall notify State of Kansas of any plumbing, electrical defects, unlocked doors, light left on, bulbs burned out building damage etc

EXHIBIT B
CONTRACT LANGUAGE FOR GENERAL SERVICES

I. PERFORMANCE

In performance of this contract, the contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

1. All work will be done under the supervision of the contractor or the contractor's employees.
2. Any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract.
   Disclosure to anyone other than an officer or employee of the contractor will be prohibited.
3. All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output will be given the same level of protection as required for the source material.
4. The contractor certifies that the data processed during the performance of this contract will be completely purged from all data storage components of his or her computer facility, and no output will be retained by the contractor at the time the work is completed. If immediate purging of all data storage components is not possible, the contractor certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.
5. Any spoilage or any intermediate hard copy printout that may result during the processing of IRS data will be given to the agency or his or her designee. When this is not possible, the contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and will provide the agency or his or her designee with a statement containing the date of destruction, description of material destroyed, and the method used.
6. All computer systems processing, storing, or transmitting Federal tax information must meet the requirements defined in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to Federal tax information.
7. No work involving Federal tax information furnished under this contract will be subcontracted without prior written approval of the IRS.
8. The contractor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.
9. The agency will have the right to void the contract if the contractor fails to provide the safeguards described above.
10. (Include any additional safeguards that may be appropriate.)

II. CRIMINAL/CIVIL SANCTIONS:

1. Each officer or employee of any person to whom returns or return information is or may be disclosed will be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as $5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than $1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRC sections 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

2. Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as $1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of $1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by IRC section 7213A and 7431.
3. Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than $5,000.

III. INSPECTION:

The IRS and the Agency shall have the right to send its officers and employees into the offices and plants of the contractor for inspection of the facilities and operations provided for the performance of any work under this contract. On the basis of such inspection, specific measures may be required in cases where the contractor is found to be noncompliant with contract safeguards.

SECOND AMENDMENT TO LEASE

This constitutes a Second Amendment between GDC Topeka LLC, as LESSOR ("First Party") and the Kansas Department for Children and Families (DCF) LESSEE ("Second Party") to their current Real Estate Lease Agreement; SMART Contract ID #40258.

This Amendment is effective July 1, 2015 and is for the leased property located at 555 S. Kansas Ave., Topeka, Kansas, 66603.

Both parties mutually agree to the following terms:

1. From July 1, 2015 to August 31, 2015, the Lessee will require two guards a day total, with overlapping shifts, for a total of 80 hours a week. The first shift will be 6:00am-2:30pm and the second shift will be 9:30am-6:00pm. The overlap from 9:30am-2:00pm will allow for 30 minute lunch breaks and coverage at peak times of office traffic. The negotiated cost of this service is $1,325.00 a week for the two guards, with an option of a third guard at $15.04 an hour at the discretion of the Lessee. Lessor shall provide Lessee a detailed account summary with invoices following the period of service. Lessee shall pay to Lessor the amount of services within fifteen (15) days following its receipt of the detailed account summary.

All other terms and conditions contained in the Primary Lease, dated December 16, 2014, as well as Exhibits and Riders to the Primary Lease shall be applicable to this addendum to the Lease. Additionally, unless specifically modified, all terms and conditions of the Primary Lease remain unchanged and in full effect.

Daniel Carr — 6/29/15
Lessor (GDC Topeka LLC) — Date

Phyllis Gilmore — 7/13/15
Lessee (DCF) — Date

Daniel J. Carroll — 7-23-15
Attorney, Department of Administration — Date

Mark J. McAnerney — 7/27/15
Director of Office of Facilities and Property Management, Department of Administration — Date

Sarah L. Shipman — 7-23-15
Secretary of Administration — Date
Deputy Secretary

CITY OF TOPEKA CONTRACT NO. 44270

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM entered into this 6th day of April, 2015, by and between the City of Topeka, Kansas, a duly organized municipal corporation hereinafter referred to as the "City" and the Kansas Department for Children and Families, hereinafter referred to as "Tenant."

WHEREAS, the central business district is important to a strong and vibrant community; and

WHEREAS, the City operates a parking system in the central business district; and

WHEREAS, the Tenant wishes to lease spaces from the City in its 512 Jackson Street parking garage.

THEREFORE IT IS MUTUALLY AGREED AS FOLLOWS:

1. The City hereby leases to the Tenant up to three hundred and fifty-five (355) spaces in the 512 Jackson Garage. In consideration for the lease of these parking spaces, Tenant agrees to pay a fee of $35 per parking space per month. Payment will be made monthly by the Tenant following receipt of an invoice from the City. The lease payment shall increase to $40.00 beginning on April 1, 2022; $46.00 beginning on April 1, 2027; $53.00 beginning on April 1, 2032; and $61.00 beginning on April 1, 2037.

2. By agreement of the parties, the number of spaces may be changed upon completion of a quarterly reconciliation to be performed at or near the end of March, June, September, and December of each year. The purpose of the

reconciliation is to determine the actual number of spaces that Tenant will require in the next quarter. City may lease parking spaces not required by Tenant to other parties.

3. The term of the lease will be twenty-five (25) years, beginning April 1, 2015, and ending March 31, 2040.

4. The leased parking spaces will not be marked reserved, rather the parking spaces shall be available on a first-come, first-serve basis, except for 5 parking spaces, to be selected by City, which will be marked as reserved. Except as provided in paragraph 2 with regard to unused parking spaces, the City agrees to restrict hourly public parking in the above garages to assure an available space for all leased spaces.

5. City assumes no responsibility or liability for any damage or loss which may occur to vehicles or personal property within the vehicles utilizing the parking stalls.

6. City will maintain the lots in their present condition as determined by City, and further agrees to provide snow removal as necessary at entry and exit locations.

7. City agrees to maintain a card-reading entrance system. The City will issue numbered cards to Tenant in the amount requested and agreed to above. The Tenant will advise the City of lost cards and agrees to a one-time payment of fifteen dollars ($15) to replace a lost card.

8. In the event the garage is partially or totally destroyed by natural causes or other hazards such that the garage cannot be used in a reasonably safe manner, City shall have the sole option of restoring the garage to a useable condition. No rent shall be due when the premises cannot be used. If the garage cannot be restored to a

useable condition within sixty (60) days, this agreement may be terminated.

9. Should either party fail to adhere to the provisions of the Memorandum, a thirty (30) day notice to cure shall be provided to the other party. If corrections are not made, the agreement may be terminated after ninety (90) days. City may, upon at least 365 days' notice, terminate the Memorandum if City sells the garage. Notwithstanding paragraph 3, Tenant may, upon at least ninety (90) days' notice, terminate the Memorandum if sufficient funds are not appropriated to allow Tenant to make payments. If the Tenant terminates this Memorandum and the effective date of termination occurs after the first day of the month, Tenant shall be responsible for paying the rent for the remainder of the month. Regardless of the date the Tenant terminates this Memorandum, Tenant shall be responsible for payment of rent until all parking tags/cards are returned to the City. Any notice served by either party shall be addressed as follows:

If for City:

City of Topeka
Doug Whitacre, Public Works Director
215 SE 7th Street
Topeka, KS 66603

With a copy to:

City Clerk
215 SE 7th Street
Topeka, KS 66603

If for Tenant:

Kansas Department of Administration
Office of the Secretary
1000 SW Jackson Street, Suite 500
Topeka, Kansas 66612

10. This Memorandum may be signed by faxed or electronic signature, which shall be deemed to be an original signature. The agreement may be executed in counterparts, each of which shall be deemed to be an original, and all of which shall be deemed to constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have hereto executed this Memorandum of Understanding as of the day and year first above written.

SEAL OF TOPEKA CAPITAL CITY INCORPORATED FEB. 14, 1857 KANSAS

CITY OF TOPEKA, KANSAS

Jim Colson, City Manager

APPROVED AS TO FORM & LEGALITY
MF MAR 23 2015
CITY ATTORNEY'S OFFICE

ATTEST:

Brenda Younger

Brenda Younger, City Clerk

KANSAS- DEPARTMENT FOR CHILDREN AND FAMILIES

Phyllis Gilmore

Phyllis Gilmore, Secretary

FIRST AMENDMENT TO LEASE

This constitutes a First Amendment ("Amendment") between Grandmothers, Inc., LESSOR ("First Party") and the Kansas Department for Revenue (KDOR) LESSEE ("Second Party") to their current Real Estate Lease Agreement for the property located at 300 SW 29th St., Topeka, Kansas, 66611. This Amendment is effective immediately.

Lessor and Lessee mutually agree to the following terms:

1. The Lessee will now lease a total of 63,500 square feet which will be apportioned as follows: 59,256 square feet of office space and 4,244 square feet of storage space as designated on the floor plan dated 05/21/2015 and attached hereto.

2. This amendment changes the lease term start date for the original real estate lease agreement, from January 1, 2016 to April 1, 2016.

3. This amendment changes the lease term end date for the original real estate lease agreement, from December 31, 2040 to March 31, 2041.

4. Special Provision #7 in the Real Estate Lease Agreement is hereby deleted and the following is substituted therefor:

   Special Provision #7
   Fixed Rent and Renewal Option

   The Lessee agrees to pay to Lessor in equal quarterly payments for each lease year based upon the schedule listed below to rent 63,500 square feet of property. These payments shall be due on April 1st, July 1st, October 1st, and January 1st of each year of the Lease. Lessor shall complete its work and tender the space on or before March 1, 2016, then Fixed Rent shall commence on April 1, 2016, even if Lessee elects not to occupy the described property on any other day than the first of the month.

   Lease year 4/1/2016, 241,278.00 quarterly (every 3 months) a rate of $15.75 per rentable square foot.
   Lease year 4/1/2019, 251,795.94 quarterly (every 3 months) a rate of $16.46 per rentable square foot.
   Lease year 4/1/2022, 262,758.30 quarterly (every 3 months) a rate of $17.20 per rentable square foot.
   Lease year 4/1/2025, 274,165.08 quarterly (every 3 months) a rate of $17.97 per rentable square foot.
   Lease year 4/1/2028, 286,164.42 quarterly (every 3 months) a rate of $18.78 per rentable square foot.
   Lease year 4/1/2031, 298,756.32 quarterly (every 3 months) a rate of $19.63 per rentable square foot.
   Lease year 4/1/2034, 311,792.64 quarterly (every 3 months) a rate of $20.51 per rentable square foot.
   Lease year 4/1/2037, 325,569.66 quarterly (every 3 months) a rate of $21.44 per rentable square foot.
   Lease year 4/1/2040, 339,939.24 quarterly (every 3 months) a rate of $22.41·per rentable square foot.

   With 60 days' notice, second party, Revenue, may renew this lease for two, five-year renewal options; terms to be negotiated at the time of renewal.

FIRST AMENDMENT TO LEASE

5. The Lessor will provide and maintain adequate striping, exterior lighting, and directional signage for both customer/staff parking areas and the motorcycle testing area attached hereto as Kansas DMV Motorcycle Course. Signage should allow easy identification and directions to customers/staff; sign wording to be agreed upon by both parties. The Lessor further understands that the 425 required parking spaces denoted in Special Provision 3 must remain with the inclusion of the motorcycle testing area. The Lessee will be allowed to mark the designated motorcycle testing area as needed with the placement of cones.

6. As a requirement of the 425 parking spaces the Lessor will provide parking spaces for the Lessee to utilize in the Rueger Park Softball Complex adjacent to the facility during normal business hours. The Lessor will pour and maintain a sidewalk to connect the two parking lots. The Lessor will also be responsible for snow removal of the sidewalk and the aforementioned parking lot as in accordance with Paragraph 5, Additional Services in the Real Estate Lease Agreement. In the event these parking spaces at Rueger Park Softball Complex are not available for any reason the Lessor must provide a suitable alternative agreeable to the Lessee to satisfy the requirement of 425 parking spaces in the Real Estate Lease Agreement.

All other terms and conditions contained in the Primary Lease, dated March 3, 2015, as well as Exhibits and Riders to the Primary Lease shall be applicable to this addendum to the Lease. Additionally, unless specifically modified, all terms and conditions of the Primary Lease remain unchanged and in full effect.

Robert [illegible]	12/23/15
Lessor (Grandmothers, Inc.)	Date
[illegible]	12/22/15
Lessee (KDOR)	Date
Daniel J. Carroll	1-5-16
Attorney, Department of Administration	Date
Mark J. McAnarney	1/6/16
Director of Office of Facilities and Property Management, Department of Administration	Date
Sarah L. Shipman	1-5-16
Secretary of Administration	Date

REAL ESTATE LEASE AGREEMENT

NOTICE TO LESSOR AND LESSEE: PURSUANT TO THE REQUIREMENTS OF K.S.A.75-3730, 3739 (I) and 3743, as amended. NO LEASE AGREEMENT IS EFFECTIVE NOR MAY EXPENDITURES BE MADE UNTIL THE AGREEMENT HAS BEEN SIGNED AND THE REQUIRED APPROVALS AFFIXED HERETO. Clauses printed in this contract are considered mandatory and may only be supplemented by a special provision approved by the Department of Administration.

CONTRACT PARTIES

LESSOR (First Party or 1st Party)

Contact Person: Robert Zibell, President Grandmothers Inc

LESSOR NAME: Grandmothers Inc.

Address: 3706 SW Stonebridge Court City: Topeka

State: Kansas Zip Code: 66610

Telephone: (785) 845-3709 Fax:

Email Address:

Type of Firm: ○ Individual ○ Partnership ● Corporation ○ Government ○ L.L.C.

Taxpayer Identification No.: 48-773112

LESSEE (Second Party or 2nd Party)

Contact Person: Kevin Fulton

LESSEE NAME: Kansas Department of Revenue

Address: 901 S. Kansas City: Topeka

State: Kansas Zip Code: 66603

Email Address: kevin_fulton@kdor.state.ks.us

Telephone: (785) 296-2448 Fax:

Leased Property Description: 63,500 square ft. (57,846 office / 5,654 storage space)

Street Address: 300 SW 29th Street City: Topeka

County: Shawnee State: Kansas Zip Code: 66611

WITNESSETH, that First Party, in consideration of the rents, covenants and agreements of Second Party, hereinafter set forth, does let, lease and rent to Second Party the above described property

JCSBC
2-2-2016
Att.11.--037

1. **TERM:**
To have and hold the same for the term of:
(a) Lease Term begin date: 1/01/2016 (mm/dd/yyyy)
(b) Lease Term end date: 12/31/2040 (mm/dd/yyyy)
(c) Length: 25 years, months

2. **RENTAL PAYMENTS:**
Second Party agrees to pay equal ◉ monthly ○ quarterly ○ semi-annual ○ annual installments of $238,369.75 commencing on the 1st day of 01/01/2016 and on the 1st day of each corresponding payment period thereafter until the term of this lease ends; or in concurrence with payment schedule in Special Provision 7 .
Rental payment for the first month shall be prorated if the above described property is not available for occupancy by the beginning date of the lease. The final payment shall be prorated for any partial month payment that may be due.
The space herein above described contains 57,846 square feet of space for office use at the rate of $15.75 per square foot per annum; 5,654 square feet of floor space for records and property storage use at the rate of $7.50 per square foot per annum; and xx (square feet of floor space) (acres, more or less) for other use (specify): xx at the rate of $xx per square foot per annum or per acre. Rental payments include the eost to lease the existing premises and any improvements made to the premises.

3. **USE OF PREMISES:**
Second Party shall have the full and unrestricted use of the premises for the term of this lease or any renewals thereof, for the following purpose: Conduct the business of the State of Kansas .
The approximate Full-Time Equivalent (FTE) employee working on these premises is 213

4. **UTILITIES:**
Public Utilities shall be paid for by the First (1st) Party, Second (2nd) Party, Third (3rd) Party, Occupant or Other as follows:

(a) Electricity	First Party	
(b) Water	First Party	
(c) Telephone	Second Party	
(d) Gas	First Party	
(e) Heat	First Party	
(f) Other, please list XX	Choose an item.	

JCSBC
2-2-2016
Att.11.--038

5. **ADDITIONAL SERVICES:**

Additional Services shall be paid for by the First (1^{st}) Party, Second (2^{nd}) Party, Third (3^{rd}) Party, Occupant or Other as follows:

(a) Grounds Maintenance, landscaping, parking areas, entrances and sidewalks	First Party	
(b) Snow Removal	First Party	
(c) Pest Control	First Party	
(d) Custodial Service of Leased Area	Second Party	
(e) Custodial Service of Common Area	Second Party	
(f) Other, please list xx	Choose an item.	

6. **SUBLETTING:**

Second Party shall have the right to sublet any or all of the space herein leased to any other State agency for the same or a comparable use. Second Party may not assign or sublet said premises to any private person without the written consent of First Party, said consent not to be unreasonably withheld. Lessee will notify Lessor if any sublet action occurs. If Second Party sublets to another State agency, Second Party's obligation to pay the rent herein shall cease, provided, however, any such sub-tenant shall be bound by all conditions of this lease for the balance of the term.

7. **REPAIR OF PREMISES:**

The First Party will pay the costs and maintain in good repair the walls, windows, floor coverings, shell, structure, elevators, stairs, roof, grounds, sidewalk and off-street parking area of the lease facility. Such items shall be maintained at a condition not less than the condition of the said items at initial lease signing. First Party will be responsible for repairs and/or replacements in heating, ventilation and air-conditioning (HVAC), plumbing, electrical, mechanical and related fixtures and appliances. The First Party is responsible for meeting all applicable local and State building codes, ordinances, standards and regulations. The First Party will provide Second Party with a list of persons or firms to contact in case of an emergency due to failure of the above facility components. If the facility, fixtures or Second Party contents are damaged as a result of failure of the items listed above, First Party agrees to pay the costs to repair or replace the contents and fixtures and to restore the facility to a condition not less than the condition at the time of initial lease signing. First Party agrees to authorize the Second Party to contract with a Third Party for maintenance repairs that are not corrected within three (3) days of notification. The First Party further agrees to authorize the Second Party to pay invoices for the maintenance repairs that remain unpaid thirty (30) days after their submittal to the First Party. First Party authorizes Second Party to deduct the amount of said paid invoices from rental payments due and owing. In the event First Party fails to make repairs and/or replacements within thirty (30) days and the Second Party elects not to contract for such services and deduct the cost from the rental payments, Second Party may terminate this Lease with ten (10) days notice to First Party and the obligation to occupy and to make rental payments shall cease. Interior repairs of damage caused by Second Party shall be paid for by Second Party. Second Party will submit written requests for decoration and other remodeling items to First Party for approval. Approved decoration or remodeling will be provided by First Party and upon receipt of invoice. Second Party will reimburse First Party for said decoration of remodeling costs.

8. **UN-TENANTABLE PREMISES:**
If these premises shall be damaged by fire, casualty, natural disaster or other cause so as to be un-tenantable, the rental payments shall abate from the date of such damage and shall not resume until premises are restored to tenantable condition, provided, however, if the damage so caused shall render restoration by First Party impossible within sixty (60) days of the time of such damage, Second Party may elect to void this lease and the obligation to occupy and to make rental payments, shall cease from the date of said damage. Any prepaid rent shall be returned to Second Party for the period the premises are un-tenantable.

Should at any time, during the term of this lease, hazardous substances, chemicals or odors be discovered in the lease building in amounts determined by the appropriate State agency to be unacceptable, the Lessor will have sixty (60) days from date of written notice by the Lessee to satisfactorily dispose of the hazardous substances, chemicals or odors by a State pre-approved vendor or the Lessee may terminate the lease after said sixty (60) day period with no penalty to the Lessee.

In the alternative, if the First Party fails to comply with the terms of this provision, the Lessee may contract for the abatement and disposal of the above hazardous substances, chemicals or odors and the Lessor consents to the reduction of lease payments for the costs of abatement and disposal.

In addition, the obligation to occupy the leased premises and to make rental payments shall cease from the date of discovery of the hazardous substances. If conditions require the evacuation of the premises and relocation, Second Party may elect to void this lease and the obligation to occupy and make rental payments shall cease from the date of discovery of the hazardous substances. The First Party shall be responsible for relocation costs. Any prepaid rent shall be returned to Second Party for the period the premises are un-tenantable.

9. **TERMINATION FOR CAUSE:**
Should the First Party apply (i) for consent to the appointment of a receiver, trustee, custodian or liquidator of First Party, or of all of a substantial part of the assets of First Party, (ii) be unable, fail or admit in writing its inability to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) have an order for relief entered against it under applicable bankruptcy law, or (v) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of insolvency law or any answer admitting the material allegations of a petition filed against First Party in any bankruptcy, reorganization or insolvency proceeding, after thirty (30) days written notice, the Second Party may terminate this lease agreement.

10. **TERMINATION FOR FISCAL NECESSITY:**
Notwithstanding any other provision of this lease, if funds anticipated for the continued fulfillment of this lease agreement are at any time not forthcoming, either through failure of the Legislature to appropriate funds specifically budgeted for this lease or the discontinuance or material alteration of the program under which funds were provided, then Second Party shall have the right to terminate this lease by giving First Party a reasonable notice specifying the reasons for such necessary termination. The termination of the lease pursuant to this paragraph shall not cause any penalty to be charged to the State agency. Any prepaid rent shall be returned to Second Party for the period following the termination date.

11. AUTOMATIC HOLD OVER:

This lease agreement, if not previously terminated, shall automatically expire at the end of the term specified unless Second Party shall have renewed the lease pursuant to Special Provision 2. However, Second Party shall be allowed to hold over after the end of the term and Second Party shall be a tenant from month to month at the same terms and conditions as contained herein. This hold over tenancy shall expire after a maximum of six (6) months unless written approval of the Secretary of Administration is secured.

12. REMOVAL OF PERSONAL PROPERTY:

All personal property placed, installed or constructed upon the premises by Second Party during occupancy, which may be removed at any time by Second Party at the end of the term without substantial damage to the real estate, shall be and remains the sole property of Second Party and may be removed. If substantial damage would occur, Second Party may elect to remove the property and restore the premises.

13. AGREEMENT WITH KANSAS LAW:

This Lease Agreement shall be subject, governed by and construed according to the laws of the State of Kansas.

14. ANTI-DISCRIMINATION CLAUSE:

First Party Agrees:

(a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. S 12101 et seq.) ("ADA") and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry or age in the admission or access to, or treatment or employment in its programs or activities;
(b) to include in all solicitations or advertisements for employees the phrase "equal opportunity employer";
(c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S. A. 44-1116;
(d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor;
(e) that failure to comply with the reporting requirements (c) above, or if First Party is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of the contract;
(f) if Second Party determines that First Party has violated applicable provisions of the ADA, that violation shall constitute a breach of contract;
(g) if (e) or (f) occurs, the contract may be canceled, terminated or suspended in whole or in part by the State. The obligation to occupy and to pay any unpaid balance or rental payments shall cease from the date of cancellation, termination or suspension. Any prepaid rent shall be returned to Second Party from the cancellation date.

Parties to this contract understand that subsection (b) through (e) of this paragraph, number 14 are not applicable to First Party who employ fewer than four (4) employees or whose contract with this State agency totals $5,000 or less during any fiscal year.

15. BINDING EFFECT:

The terms and conditions of this Lease shall be binding upon the parties, their heirs, agents, administrators,

executors or legal successors.

16. RESPONSIBILITY FOR TAXES:

The State of Kansas shall not be responsible for, nor indemnify, First Party for any federal, state or local taxes, fees or assessments which may be imposed or levied upon the subject matter of the lease.

17. LIABILITY FOR DAMAGES:

Notwithstanding any language to the contrary, the State shall not be responsible for any damages caused by the public or its employees except as provided in the Kansas Tort Claims Act, K.S.A. 75-6101 et seq., as amended.

18. ACCESSIBILITY:

If the Department of Administration determines that improvements or changes are required for Second Party to comply with the minimum standards for accessible design, First Party agrees to make all improvements or changes within a reasonable period of time as determined by the Department of Administration. (Refer to the Americans with Disability Act Accessibility Guidelines, ADAAG: also reference K.S.A. 58-1301 et seq.). If the improvements or changes have not or cannot be completed, the Department of Administration may require Second Party to terminate this lease upon the giving of 120 days notice in writing to First Party. The obligation to occupy and make rental payments shall cease from the date of termination. Any prepaid rent shall be returned to Second Party from that date. Waiver of any element of this provision must be sought through application to the Director of Facilities and Procurement Management with the recommendation of the ADA Coordinator and can only be granted by the Secretary of Administration. Such waiver must be attached to and incorporated into this contract (reference Special Provision 4).

The following minimum standards for accessible space shall be required (ADA Checklist, Checklist for Existing Facilities):

1. Accessible parking, if parking is included in this contract.
2. An accessible route from an accessible entrance to primary function area (includes elevator if required to access other levels.
3. Accessible toilets.

19. ENERGY:

HVAC Performance: General office and common area shall be heated in the winter to maintain the space environment at 68 – 74 degrees Fahrenheit (F) with a relative humidity of 20 – 30 % and cooled in the summer at 68 – 78 degrees F with a relative humidity of 40 – 60 %. The HVAC system must be capable of maintaining +/- two (2) degrees F of the thermostat setting. As a guide, an adequately sized air distribution system shall provide 4 – 10 air changes per hour. HVAC equipment shall be properly sized and balanced to meet design conditions. Each zone provided shall be equipped with programmable thermostatic controls, capable of a 55 degree F night/weekend setback in the heating mode and a 85 degree F night/weekend set-up in the cooling mode.

Heating system efficiency will not be less than 80% steady state at full load for natural gas boilers or furnaces. Air conditioning equipment will meet or exceed the performance ratings required under Federal and State guidelines. A seven-day programmable time device will control all air handling systems where applicable controls exist. Minimum ventilation rates will be capable of 15 cubic feet per minute per person during occupied hours and

automatically reduced during off-work hours. Buildings are to be in full compliance with the ANSI/ASHRAE/IESNA Standard 90.1 latest edition, Energy Design of New/Existing Commercial Buildings.

Telecommunication, Computer, UPS and server room(s) require air conditioning systems designed to ensure proper environmental requirements are met. These rooms shall be maintained between 65 & 72 degrees F. The HVAC system must be capable of maintaining +/- two (2) degrees F of the thermostat setting. This condition must be maintained 24 hours a day, seven (7) days a week. HVAC shall be thermostatically controlled within the room and be independent of the house system.

Two Kansas Administrative Regulations, (1-66-1 and 1-66-3), became effective February 4, 2011, requiring the completion of an energy audit for lease space. The K.A.R's require that each new lease, lease renewal or extension must include an energy audit for lease property. In the event the energy audit indicates that the lease space uses an excessive amount of energy, the owner or lessor is required to implement cost effective energy conservation measures that are approved by the Secretary of Administration to eliminate excessive amounts of energy usage.

20. ADDITIONAL REQUIRED DOCUMENTS CHECKLIST:

The following documents must be submitted with the signed Lease:

1. The Energy Star Portfolio Manager offers a self-performed audit. Please go to: http://www.energystar.gov/buildings/facility-owners-and-managers/existing-buildings/use-portfolio-manager and create an account. An approved substitute energy audit may be submitted in lieu of the Energy Star Portfolio Manager.
2. A Tax Clearance Certificate application may be obtained from the Kansas Department of Revenue at the following address: http://www.ksrevenue.org/taxclearance.html.
3. A self-performed Americans with Disabilities Act (ADA) Checklist is available at the Department of Administration's webpage under the Resources Section at the following address: http://admin.ks.gov/offices/ofpm/real-estate-leasing.

21. SPECIAL PROVISIONS:

The following Special Provisions indicated by an check mark and numbered as listed hereafter or those additional numbered Special Provision contained on an attachment, are made a part hereof and incorporated into this contract.

The following Special Provisions apply: [3,] (marked by an X in the checkboxes below)

Spec. Prov. 1. ☐ **Termination Prior to Expiration of Term:** Notwithstanding the length of the term, Second Party may terminate this lease at any time prior to the expiration of the term upon the giving of [ ] days notice in writing to First Party.

Spec. Prov. 2. ☐ **Renewal:** By the giving of notice in writing to First Party at least [ ] days prior to the end of the term specified, Second Party may renew this lease for an additional term of [ ] under the same rent, conditions and terms set out herein.

JCSBC
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Spec. Prov. 3. ☒ **Parking:** First Party shall furnish to Second Party off-street parking for [425] motor vehicles upon land adjacent to the leased facility.

Spec. Prov. 4. ☐ **Waiver:** A waiver to the Accessibility Standards as specified in paragraph 18 above is attached and incorporated in this contract and made a part hereof.

Spec. Prov. 5. ☐ **Liquidated Damages:** Should the premises not be available for occupancy on the first day of the lease term, the Lessee will have no obligation to make rental payments until occupancy is available. The Lessor agrees that liquidated damages in the amount of [ ] per day shall be deducted from subsequent rental payments due from the Lessee, for the period from the first day of the lease term until the premises are ready for occupancy. If the premises are not available for occupancy [ ] days after the first day of the lease term, Lessee may terminate the Real Estate Agreement.

Spec. Prov. 6. ☐ The request for Proposal and the Bidder's Response to the RFP [#] including the Bidder's counter offer and best and final offer and all supporting documents, shall be incorporated into and made a part of this lease agreement.

22. ADDITIONAL SPECIAL PROVISIONS:

Additional Special Provisions, if any, should be set out on a separate sheet beginning with Number Seven (7). Special Provisions must be listed in numerical order to be considered effective to bind the First Party and Second Party to this agreement. Additionally, First Party and Second Party must sign their names immediately following the last listed Additional Special Provision on the attached sheet.

The following Additional Special Provisions apply: [7,8,9,10,11,12,13,14,15,16,17,18,19 & 20]

APPROVALS OF LESSOR & LESSEE

Lessor _______________ Date 2/20/15

CERTIFICATION STATEMENT: I certify that the lease agreement is entered into within the authority of the law, is with my approval and that the person signing the same for the State immediately below is authorized to do so.

Lessee _______________ Date 2/27/15

APPROVALS OF THE STATE OF KANSAS: For Use by State of Kansas Signatories Only

Sarah L. Shipman
Attorney, Department of Administration — Date 3/2/15

Mark J. McAnarney
Director of Facilities and Procurement Management — Date 3/2/15

James T. Clark
Secretary of Administration — Date 3/3/15

SPECIAL PROVISIONS – 29th & TOPEKA
STATE OF KANSAS
TOPEKA, KANSAS

These Special Provisions – 29th & Topeka ("Special Provisions") are executed by Grandmothers, Inc., ("Lessor") and the Kansas Department of Revenue ("Lessee").

Simultaneous with the execution of these Special Provisions, the parties are executing a Real Estate Lease Agreement ("Base Agreement") concerning certain Leased Property located at 300 SW 29th Street, Topeka, Kansas 66611, and these Special Provisions amend, modify, and supplement the Base Agreement provisions and by this reference are incorporated into the Base Agreement. In the event of any inconsistency between these Special Provisions and the Base Agreement provisions, the Special Provisions shall control. The term "Lease" shall refer to the Base Agreement as amended, modified and supplemented by these Special Provisions.

Now therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby irrevocably acknowledged, the parties hereby execute these Special Provisions.

Special Provision # 7
Fixed Rent and Renewal Option

The Lessee agrees to pay to Lessor in equal quarterly payments for each lease year based upon the schedule listed below to rent 63,500 square feet of property. These payments shall be due on January 1st, April 1st, July 1st and October 1st of each year of the Lease. Lessor shall complete its work and tender the space on or before December 1, 2015, then Fixed Rent shall commence on January 1, 2016, even if Lessee elects not to occupy the described property on any other day than the first of the month.

Lease year 1/1/2016, $238,369.75 quarterly (every 3 months) a rate of $15.75 per rentable square foot.
Lease year 1/1/2019, $259,339.54 quarterly (every 3 months), a rate of $16.46 per rentable square foot.
Lease year 1/1/2022, $259,339.05 quarterly (every 3 months), a rate of $17.20 per rentable square foot.
Lease year 1/1/2025, $270,474.40 quarterly (every 3 months), a rate of $17.97 per rentable square foot.
Lease year 1/1/2028, $282,188.20 quarterly (every 3 months), a rate of $18.78 per rentable square foot.
Lease year 1/1/2031, $294,480.47 quarterly (every 3 months), a rate of $19.63 per rentable square foot.
Lease year 1/1/2034, $307,206.60 quarterly (every 3 months), a rate of $20.51 per rentable square foot.
Lease year 1/1/2037, $320,655.80 quarterly (every 3 months), a rate of $21.44 per rentable square foot.
Lease year 1/1/2040, $334,683.45 quarterly (every 3 months), a rate of $22.41 per rentable square foot.

With 60 days notice, second party, Revenue, may renew this lease for two, five-year renewal options, terms to be negotiated at time of renewal.

Special Provision # 8
Operating Expense Clause

The Lessee agrees to pay to Lessor the operating expenses above the 2016 base year on an annual basis subject to the limitations provided below. Lessor shall provide Lessee a detailed account summary with invoices, or other reasonable evidence, of the amount of the operating expenses within a reasonable period following the conclusion of each State of Kansas fiscal year on June 30th for the period from the Lease commencement date for the first lease year and from the prior July 1 in all other lease years. Lessee shall pay to Lessor the amount of the annual operating expenses within sixty (60) days following its receipt of the detailed account. In the event of the termination or expiration of this Lease, Lessee shall pay Lessor within sixty (60) days following such termination or expiration of the amount of the operating costs accrued to the date of such expiration or termination as reasonably detailed by Lessor, which payment obligation shall survive such expiration or termination.

The term "operating expenses" of the building shall include only taxes, utilities and insurance. Additional operating expenses above the 2016 base year shall be capped as follows:

Years 1-7	25 cents per square foot /per year increase over the prior year's additional operating cost
Years 8-17	40 cents per square foot /per year increase over the prior year's additional operating cost
Years 18-25	60 cents per square foot/per year increase over the prior year's additional operating cost

The actual Real Estate Taxes and Lessor's insurance premiums for insurance policies obtained by Lessor according to good property ownership practices and its lender's requirements, including, but not limited to, fire, extended casualty insurance shall be included in operating expenses, but shall not, in any event, include any insurance premium for comprehensive general liability insurance and business interruption coverage related to the Leased Property applicable during the term of this Lease. The Lessor will provide the Lessee a detailed summary with tax receipts and paid insurance invoices of the Lessor's actual Real Estate Taxes and insurance premiums expended each calendar year, or portion thereof, during the term of this Lease, promptly following receipt of the Real Estate Taxes statement for such calendar year.

On or before the Lease commencement date and each anniversary date thereof, Lessor shall provide Lessee with a certificate(s) of insurance to evidence Lessor's insurance policies are in full force and effect. Upon request from Lessee, Lessor hereby agrees to obtain at least three (3) competitive bids for insurance coverage, and Lessor agrees to select the lowest qualified bid which provides all of the required coverages set forth herein.

"Real Estate Taxes" shall mean: (i) all ad valorem taxes (adjusted after protest or litigation, if any) for any part of the term of this Lease; (ii) any taxes which shall be levied or required to be paid in lieu of any such ad valorem taxes; and (iii) occupational taxes or excise taxes levied on rentals derived from the operation of the Leased Property or the privilege of leasing property.

Upon a timely and reasonable request from Lessee, Lessor hereby agrees to appeal the Real Estate Taxes for the Premises. Lessee hereby agrees to cooperate with Lessor in prosecuting any such appeal and that the costs of the appeal shall be included in operating expenses and any savings resulting from a successful appeal shall be used to reduce operating expenses.

Special Provision # 9
Tenant Allowance

The Lessee shall receive an allowance from the Lessor equal to $200,000.00 (the "Allowance") to use at the Lessee's discretion for tenant moving expenses. Any funds remaining from the Allowance are the property of the Lessee and shall be conveyed to the Kansas Department of Administration for services rendered upon request to Lessor by certified funds. Payment shall be made within ten (10) business days upon receipt of invoice.

Special Provision # 10
Carpet and Painting Improvements

Additionally, both parties mutually agree the following property improvements will be made by the Lessor, at the Lessor's expense by the timelines subsequently listed:

A. Carpet Replacement: At year ten (10) during the term hereof, Lessor, at no cost to the Lessee, shall replace the carpet with 50 cm x 50 cm carpet squares with a loop construction designed for heavy wear (density of not less than 20-18 ounce weight with a high performance synthetic backing) or current agency specifications of a similar grade installed in the building at the time of the commencement of this Lease, and shall be completed within the immediately following lease year. The selection of carpet materials will be made by Lessee from several choices presented by the Lessor and should take into account the normal amount of wear and tear associated with Lessee offices.

B. Interior Paint: At year ten (10) during the term hereof, Lessor, at no cost to the Lessee, shall paint the interior portions of the building, including steel doors and frames, and such repainting shall be completed in accordance with carpet replacement within the immediately following lease year, as applicable, in each case. The selection of paint/finish materials will be made by Lessee from several choices presented by the Lessor of similar quality to the paint in the building at the time of the commencement of this Lease and should take into account the normal amount of wear and tear associated with Lessee's offices.

Special Provision # 11
Building Improvements; Inspection; Commencement; Costs

A. Lessor's will provide Lessee with built out office space to include:

a. Class B interior space to include carpet, painted walls and suspended ceilings.

b. Construct offices, break rooms, coffee bars, storage rooms as per Architect's plans and approved by the Lessee.

c. Provide and install Cat 6a cabling as per architect's plans and all testing and labeling of wires.

d. New HVAC systems and controls.

e. All new interior lighting and exterior building lighting and controls.

f. Severe weather shelter.

g. Install card access security system compatible with the State system and specifications.

h. New ADA compliant restrooms.

B. Lessee's Inspection and Acceptance of Lessor's Improvements. Lessor shall notify Lessee at least thirty (30) days prior to the anticipated date that Lessor's Improvements will be substantially completed so that the Leased Property will be Ready for Occupancy. "Ready for Occupancy" shall mean the date on which the Lessor's Improvements have been substantially completed in accordance with the Plans and Specifications (as modified), and all applicable building codes, ordinances, standards and regulations takes place; and the local governmental organization(s) having authority has issued a building occupancy permit or inspected the property and given approval for occupancy, so that Lessee can legally occupy and utilize the Leased Property for its intended use. Lessee shall have the right to inspect the Lessor's Improvements following such notification by Lessor, at a time convenient to the parties and Lessor's contractors. On or before thirty (30) days following the date of such notification by Lessor ("Punch List Date"), Lessee shall provide Lessor a "punch list" of all non-conforming work, which work was to be performed by Lessor under this provision. Lessee shall be deemed to have accepted Lessor's Improvements and the Leased Property in all respects except for those items which are listed on punch lists delivered to Lessor prior to Lessee's Punch List Date. As soon as reasonably possible, Lessor shall cause its contractors to perform or correct the Non-conforming Work timely specified by Lessee on its punch list. Should the premises not be available for occupancy on the first day of the lease term, the Lessee will have no obligation to make rental payments until occupancy is available.

C. Lessor shall provide the Department of Revenue the name and federal identification number (FIN) for all major and sub-contractors providing work as noted in Special Provision #11, Exhibit A and future work as provided for Lessee.

Special Provisions # 12
Plans and Specifications

A. The Plans and Specifications for Lessor's Improvements as referenced in Special Provision #11A are attached hereto as Exhibit A.

Special Provisions # 13
Miscellaneous Provisions

A. Taxes on Lessor's Property. Lessor shall be responsible for and shall pay before delinquency all municipal, county or state taxes assessed during the term of this Lease against any leasehold interest or personal property of any kind owned by or placed in, upon or about the Leased Property by Lessor. To the fullest extent permitted by law, Lessor shall indemnify Lessee, its officers, employees and the State of Kansas, and save them harmless from and any and all claims, actions, proceeding, damages, liabilities, judgments, fines, costs and expenses resulting out of or in connection with non-payment of taxes. This paragraph shall survive the expiration or termination of this Lease.

B. Notices. Any notice pursuant hereto shall be given in writing by (a) personal delivery, or (b) expedited delivery service with proof of delivery, or (c) United States Mail, postage prepaid, registered or certified mail, return receipt requested, sent to the intended addressee at the address set forth below (or such other address as Lessor or Lessee may designate in writing to the other upon a minimum of ten (10) days advance written notice), and shall be deemed to have been given either at the time of receipt or, in the case of expedited delivery service or mail, as of the date of first attempted delivery at the address. Any such notices may be under the signature of the Seller's or Buyer's (as the case may be) agent, attorney, or representative.

Lessor's Address:	Lessee's Address:
Grandmothers, Inc. Attn: Robert Zibell 3706 SW Stonebridge Court Topeka, KS 66610	State of Kansas – Kansas Department Of Revenue Attn: Secretary of the Department of Revenue 901 S. Kansas Ave., 4th Floor Topeka, KS 66612

C. Governing Law. The laws of the State of Kansas shall govern the interpretation, performance and enforcement of this Lease.

D. Building Hours. The Building's business hours shall be Monday through Friday, from 7:00 a.m. to 6:00 p.m., except for holidays recognized by Lessee ("Building Hours"). Lessor shall provide heating and cooling and other routine building services during Building Hours. Lessor shall accommodate Lessee request for adjusted hours with notice given for special circumstances as required.

E. The Lessor shall provide Lessee with list of all persons with 24 hour access rights to their space. These individuals will have to be screened by the Department of Revenue and must sign a confidentiality agreement and comply with all security procedures. During regular business hours all visitors, contractor and vendors shall be accompanied by Lessee or staff on the approved list.

F. Professional Management. The Lessor will engage a professional commercial real estate management company to operate the building.

G. Repair of Premises. Notwithstanding anything set forth in Section 7 (Repair of Premises) of the attached Base Agreement to the contrary, the parties hereby agree that:

(i) the words "and appliances" shall be removed from the end of the 3rd sentence of Section 7. The parties hereby specifically agree that microwaves, stoves, refrigerators, ice makers and AV equipment shall all be maintained, repaired and replaced by Lessee.

(ii) the 7th, 8th, 9th and 10th sentences of said Section 7 shall be deleted in their entirety and replaced with the following:

"Subject always to Lessor's obligations under Section 7 of the Base Agreement to perform maintenance and repairs to the Premises resulting from normal wear and tear and Lessee's normal use of the Premises (as set forth in Section 3 of the Base Agreement), Lessee hereby agrees to be solely responsible for any damage to the Premises which is caused by Lessee or other repairs or maintenance or repairs resulting from Lessee's negligence or willful misconduct. Lessor agrees to authorize Lessee to contract with a third party for maintenance or repairs that are not corrected within ten (10) business days of notification from Lessee; provided however, that if the nature of such repair is such that more than ten (10) business days after such notification are reasonably required for performance than Lessee shall not contract with a third party for such repair if performance by the

Lessor is commenced within the ten (10) business day period and thereafter diligently pursued to completion. Lessee may submit to Lessor any reasonable invoices for third party repairs or maintenance as set forth in the preceding sentence and, if and to the extent Lessor does not pay or reimburse Lessee for such reasonable invoices within thirty (30) days, Lessee may deduct the amount of such unpaid invoices from rental payments due and owing."

Special Provisions # 14
Lessee's Use of the Premises

It is agreed by the parties that the Premises is to be used by Lessee only for office space. No other business shall be conducted in or on the Premises without Lessor's written consent, and Lessee shall not allow the Premises to be used for any unlawful purposes. Lessee agrees to obtain all required permits, governmental approvals or other approvals necessary to lawfully conduct its business within the Premises. If Lessee's use of the Premises shall be deemed to be unlawful in any way, Lessee shall modify its business to fully comply with law. Lessee agrees to fully comply with all laws, ordinances, orders and regulations affecting the Premises, and shall not commit waste thereon, or use or occupy the Premises for any purpose of business deemed extra-hazardous on account of fire or otherwise. Lessee further agrees to keep and care for the Premises in a reasonably clean and neat condition, and not to allow rubbish or trash of any kind to collect in, on or about the Premises.

Special Provisions # 15
Subordination

This Lease is and will be subject and subordinate in all respects to any mortgage or other loan documents in connection with Lessor's financing. While such subordination will occur automatically, Lessee agrees, upon request by and without cost to Lessor or any successor in interest, to promptly execute and deliver to Lessor or any lender such instrument(s) as may be reasonably required to evidence such subordination. If not in default, Lessee will be assured quiet enjoyment of the leased premises thru the lease term.

Special Provisions # 16
Estoppels

Lessee agrees that at any time and from time to time (but on not less than thirty (30) days' prior request by Lessor), Lessee will execute, acknowledge and deliver to Lessor a certificate indicating any or all of the following: (a) the commencement date and expiration date of this Lease; (b) that this Lease is unmodified and in full force and effect (or, if there have been modifications, that this Lease is in full force and effect, as modified, and stating the date and nature of each modification); (c) the date, if any, through which Fixed Rent and any other charges payable have been paid; (d) that to the best of Lessee's knowledge, no default by Lessor or Lessee exists which has not been cured, except as to defaults stated in such certificate; (e) that Lessee has no existing defenses or set-offs to enforcement of this Lease, except as specifically stated in such certificate; (f) provided such events have occurred, that Lessee has accepted the Premises and that all improvements required to be made to the Premises by Lessor have been completed according to this Lease; (g) that, except as specifically stated in such certificate, Lessee, and only Lessee, currently occupies the Premises; and (h) such other matters as may be reasonably requested by Lessor. Any such certificate may be relied upon by Lessor, its lenders and any prospective purchaser or prospective mortgagee, deed of trust beneficiary or ground lessor of all or a portion of the building.

Special Provisions # 17
Termination by Lessee for Fiscal Necessity

Notwithstanding Paragraph 10 of the Base Agreement, Lessee shall have the right to terminate all of this Lease (or a portion of the space leased by Lessee hereunder) pursuant to Paragraph 10 of the Base Agreement only in accordance with the following conditions: (a) Lessee shall give Lessor at least thirty (30) days' prior written notice of the exercise of the right to terminate setting forth the date of termination which shall be the last day of a month ("Early Termination Date"); and (b) Lessee will reimburse Lessor for all (or in the case of a partial termination, a pro rata share of the following) tenant improvements, leasing commissions and related costs incurred by Lessor, amortized over the three hundred (300) month primary term of this Lease at an interest rate of three hundred (300) basis points over the then-current 10 Year United States Treasury interest rate. Such improvement and related costs shall include all expenditures for improvements and remodeling to the Leased Property, architectural and engineering fees and costs, and the third-party costs and expenses incurred by Lessor. Lessee shall pay to Lessor the unamortized improvement and related costs within thirty (30) days after delivering the notice of termination required hereunder but shall receive credit for any prepaid rent applicable after the Early Termination Date toward the unamortized costs and Lessee shall be reimbursed for any overage as a result of prepaid rent.

Special Provisions # 18
Limitations on Lessor's Liability

Lessor's review, supervision, commenting on or approval of any aspect of work to be done by or for Lessee are solely for Lessor's protection and, except as expressly provided, create no warranties or duties to Lessee or to third parties. A sale, conveyance or assignment of the building will automatically release Lessor from liability under this Lease from and after the effective date of the transfer, except for any liability relating to the period prior to such effective date; and Lessee will look solely to Lessor's transferee for performance of Lessor's obligations relating to the period after such effective date. This Lease will not be affected by any such sale, conveyance or assignment and Lessee will attorn to Lessor's transferee.

Special Provisions # 19
Waiver of Subrogation

Lessor and Lessee hereby release one another from any claims for damage to any person or to the Premises or the building and to the fixtures, Lessee's personal property and other improvements and alterations to the Premises, including the loss of income, business or rents, that are caused by or result from risks insured against under any insurance policies carried by the parties hereto and in force at the time of such damage, even if such loss or damage shall have been caused by the fault or negligence of the other party. Nothing set forth in this waiver of subrogation shall be deemed to require Lessee to carry insurance or indemnify Lessor.

Special Provisions # 20
Lessee Defaults

A. Late Payments. If any rent or other payments are not received by Lessor within fifteen (15) days after the same are due, Lessee shall pay interest at the rate of one and one half percent (1.50%) per month on the entire delinquent sum from its due date until received by Lessor.

B. Lessee Defaults. The following shall be deemed to be Lessee defaults under the Lease: (i) if Lessee shall fail to pay any rent or other payments when the same are due, and if such failure shall continue for fifteen (15) days after the same is first due, (ii) if Lessee shall fail to honor any other term or covenant of this Lease, and/or (iii) if the Premises shall become vacant or deserted for a period of thirty (30) days.

C. Lessor Remedies. If Lessee (i) fails to fully pay any installment of rent or any other sum owed to Lessor within fifteen (15) days after the same is due, or (ii) fails to perform any other term, condition, covenant or obligation required under this Lease for a period of fifteen (15) days, then Lessor shall provide written notice of such failure to Lessee, and if Lessee shall fail to cure any such failure within twenty (20) days following written notice from Lessor, then Lessor may, in addition to and not in limitation of any other rights and remedies at law or in equity:

(i) Terminate this Lease, in which case Lessee shall immediately surrender the Premises to Lessor;

(ii) Terminate Lessee's right to possession of the Premises and change the locks, without judicial process, and in compliance with applicable laws, expel and remove Lessee, and any other property within the Premises and any parties occupying all or any part of the Premises;

(iii) Cure such failure for Lessee at Lessee's expense; and/or

(iv) Withhold or suspend payment of sums that Lessor would otherwise be obligated to pay to Lessee under this Lease or any other agreement.

Unless expressly provided in this Lease, the repossession or re-entering of all or any part of the Premises shall not relieve Lessee of its liabilities and obligations under this Lease. No right or remedy of Lessor shall be exclusive of any other right or remedy, and each right and remedy shall be cumulative and in addition to any other right and remedy now or subsequently available to Lessor at law or in equity. Receipt by Lessor of Lessee's key to the Premises shall not constitute an acceptance or surrender of the Premises.

Robert Schulz Pres
Lessor (Grandmothers, Inc.) Date ______________

Lessee (Kansas Department of Revenue) Date 2/27/15

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EXHIBIT "A"

PLANS AND SPECIFICATIONS

Changes and/or modifications to be made at the mutual agreement of Lessor and Lessee with final Plans and Specifications to be inserted upon completion.

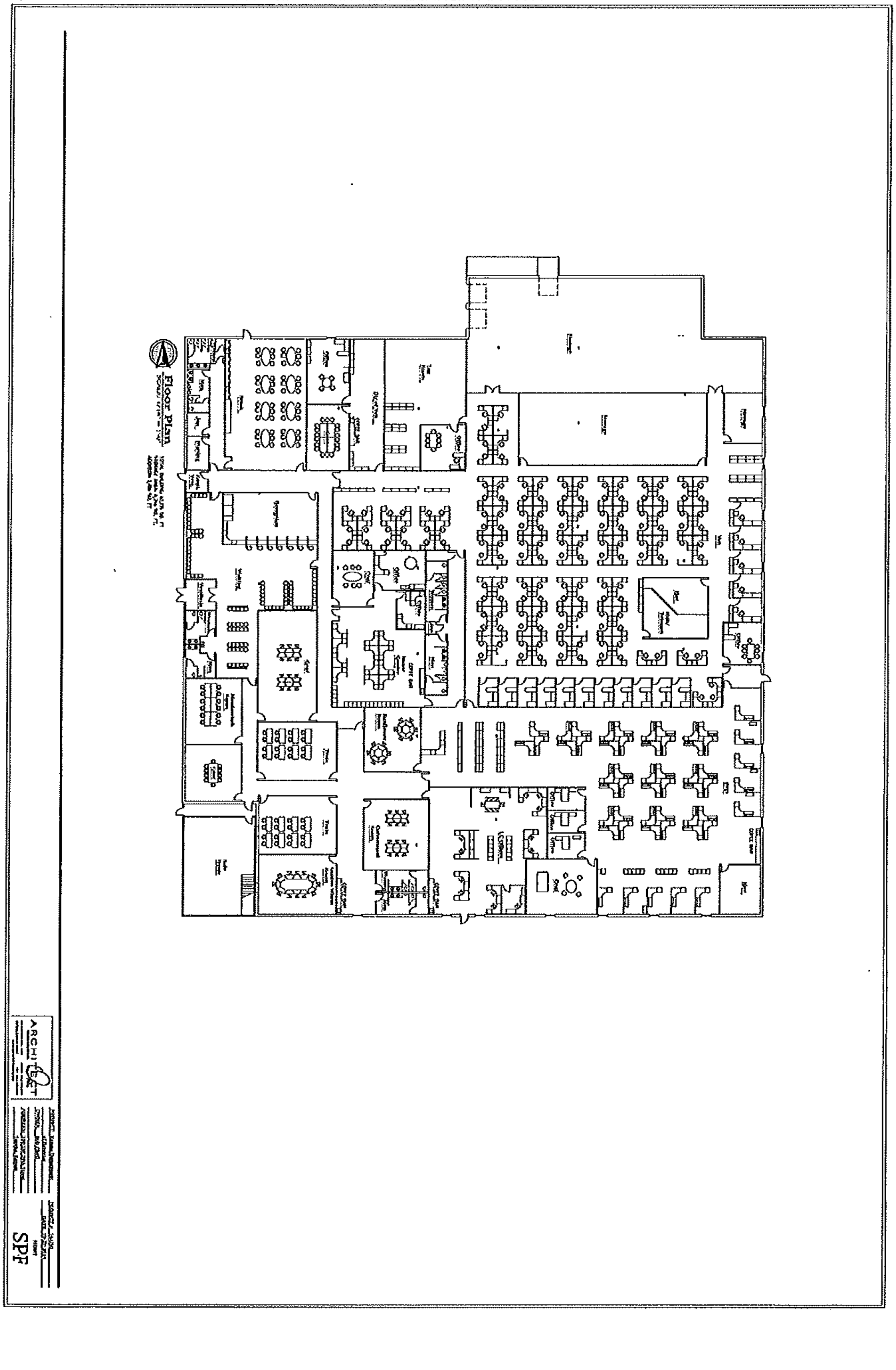
Floor Plan
ARCHITECT
SPF

EXHIBIT "B"

AMORTIZATION SCHEDULE

Changes and/or modifications to be made at the mutual agreement of Lessor and Lessee with final Amortization Schedule to be inserted upon completion of the Plans and Specifications.

29TH STREET AND TOPEKA BLVD, TOPEKA, KS 3/3/2015

Amortization

Summary

Principal borrowed:	$4,700,000.00	
Regular Payment amount:	$28,862.11	
Final Balloon Payment:	$0.00	
Interest-only payment:	$21,541.67	
*Total Repaid:	$8,658,633.00	
*Total Interest Paid:	$3,958,633.00	
Annual Payments:	12	
Total Payments:	300	(25.00 years)
Annual interest rate:	5.50%	
Periodic interest rate:	0.4583%	
Debt Service Constant:	7.3690%	
*Total interest paid as a percentage of Principal:	84.226%	

**These results are estimates which do not account for accumulated error of payments being rounded to the nearest cent. See the amortization schedule for more accurate values.*

29TH STREET AND TOPEKA BLVD, TOPEKA, KS 3/3/2015

Pmt	Principal	Interest	Cum Prin	Cum Int	Prin Bal
1	7,320.44	21,541.67	7,320.44	21,541.67	4,692,679.56
2	7,354.00	21,508.11	14,674.44	43,049.78	4,685,325.56
3	7,387.70	21,474.41	22,062.14	64,524.19	4,677,937.86
4	7,421.56	21,440.55	29,483.70	85,964.74	4,670,516.30
5	7,455.58	21,406.53	36,939.28	107,371.27	4,663,060.72
6	7,489.75	21,372.36	44,429.03	128,743.63	4,655,570.97
7	7,524.08	21,338.03	51,953.11	150,081.66	4,648,046.89
8	7,558.56	21,303.55	59,511.67	171,385.21	4,640,488.33
9	7,593.21	21,268.90	67,104.88	192,654.11	4,632,895.12
10	7,628.01	21,234.10	74,732.89	213,888.21	4,625,267.11
11	7,662.97	21,199.14	82,395.86	235,087.35	4,617,604.14
12	7,698.09	21,164.02	90,093.95	256,251.37	4,609,906.05
13	7,733.37	21,128.74	97,827.32	277,380.11	4,602,172.68
14	7,768.82	21,093.29	105,596.14	298,473.40	4,594,403.86
15	7,804.43	21,057.68	113,400.57	319,531.08	4,586,599.43
16	7,840.20	21,021.91	121,240.77	340,552.99	4,578,759.23
17	7,876.13	20,985.98	129,116.90	361,538.97	4,570,883.10
18	7,912.23	20,949.88	137,029.13	382,488.85	4,562,970.87
19	7,948.49	20,913.62	144,977.62	403,402.47	4,555,022.38
20	7,984.92	20,877.19	152,962.54	424,279.66	4,547,037.46
21	8,021.52	20,840.59	160,984.06	445,120.25	4,539,015.94
22	8,058.29	20,803.82	169,042.35	465,924.07	4,530,957.65
23	8,095.22	20,766.89	177,137.57	486,690.96	4,522,862.43
24	8,132.32	20,729.79	185,269.89	507,420.75	4,514,730.11
25	8,169.60	20,692.51	193,439.49	528,113.26	4,506,560.51
26	8,207.04	20,655.07	201,646.53	548,768.33	4,498,353.47
27	8,244.66	20,617.45	209,891.19	569,385.78	4,490,108.81

Pmt	Principal	Interest	Cum Prin	Cum Int	Prin Bal
28	8,282.44	20,579.67	218,173.63	589,965.45	4,481,826.37
29	8,320.41	20,541.70	226,494.04	610,507.15	4,473,505.96
30	8,358.54	20,503.57	234,852.58	631,010.72	4,465,147.42
31	8,396.85	20,465.26	243,249.43	651,475.98	4,456,750.57
32	8,435.34	20,426.77	251,684.77	671,902.75	4,448,315.23
33	8,474.00	20,388.11	260,158.77	692,290.86	4,439,841.23
34	8,512.84	20,349.27	268,671.61	712,640.13	4,431,328.39
35	8,551.85	20,310.26	277,223.46	732,950.39	4,422,776.54
36	8,591.05	20,271.06	285,814.51	753,221.45	4,414,185.49
37	8,630.43	20,231.68	294,444.94	773,453.13	4,405,555.06
38	8,669.98	20,192.13	303,114.92	793,645.26	4,396,885.08
39	8,709.72	20,152.39	311,824.64	813,797.65	4,388,175.36
40	8,749.64	20,112.47	320,574.28	833,910.12	4,379,425.72
41	8,789.74	20,072.37	329,364.02	853,982.49	4,370,635.98
42	8,830.03	20,032.08	338,194.05	874,014.57	4,361,805.95
43	8,870.50	19,991.61	347,064.55	894,006.18	4,352,935.45
44	8,911.16	19,950.95	355,975.71	913,957.13	4,344,024.29
45	8,952.00	19,910.11	364,927.71	933,867.24	4,335,072.29
46	8,993.03	19,869.08	373,920.74	953,736.32	4,326,079.26
47	9,034.25	19,827.86	382,954.99	973,564.18	4,317,045.01
48	9,075.65	19,786.46	392,030.64	993,350.64	4,307,969.36
49	9,117.25	19,744.86	401,147.89	1,013,095.50	4,298,852.11
50	9,159.04	19,703.07	410,306.93	1,032,798.57	4,289,693.07
51	9,201.02	19,661.09	419,507.95	1,052,459.66	4,280,492.05
52	9,243.19	19,618.92	428,751.14	1,072,078.58	4,271,248.86
53	9,285.55	19,576.56	438,036.69	1,091,655.14	4,261,963.31
54	9,328.11	19,534.00	447,364.80	1,111,189.14	4,252,635.20

Pmt	Principal	Interest	Cum Prin	Cum Int	Prin Bal
55	9,370.87	19,491.24	456,735.67	1,130,680.38	4,243,264.33
56	9,413.82	19,448.29	466,149.49	1,150,128.67	4,233,850.51
57	9,456.96	19,405.15	475,606.45	1,169,533.82	4,224,393.55
58	9,500.31	19,361.80	485,106.76	1,188,895.62	4,214,893.24
59	9,543.85	19,318.26	494,650.61	1,208,213.88	4,205,349.39
60	9,587.59	19,274.52	504,238.20	1,227,488.40	4,195,761.80
61	9,631.54	19,230.57	513,869.74	1,246,718.97	4,186,130.26
62	9,675.68	19,186.43	523,545.42	1,265,905.40	4,176,454.58
63	9,720.03	19,142.08	533,265.45	1,285,047.48	4,166,734.55
64	9,764.58	19,097.53	543,030.03	1,304,145.01	4,156,969.97
65	9,809.33	19,052.78	552,839.36	1,323,197.79	4,147,160.64
66	9,854.29	19,007.82	562,693.65	1,342,205.61	4,137,306.35
67	9,899.46	18,962.65	572,593.11	1,361,168.26	4,127,406.89
68	9,944.83	18,917.28	582,537.94	1,380,085.54	4,117,462.06
69	9,990.41	18,871.70	592,528.35	1,398,957.24	4,107,471.65
70	10,036.20	18,825.91	602,564.55	1,417,783.15	4,097,435.45
71	10,082.20	18,779.91	612,646.75	1,436,563.06	4,087,353.25
72	10,128.41	18,733.70	622,775.16	1,455,296.76	4,077,224.84
73	10,174.83	18,687.28	632,949.99	1,473,984.04	4,067,050.01
74	10,221.46	18,640.65	643,171.45	1,492,624.69	4,056,828.55
75	10,268.31	18,593.80	653,439.76	1,511,218.49	4,046,560.24
76	10,315.38	18,546.73	663,755.14	1,529,765.22	4,036,244.86
77	10,362.65	18,499.46	674,117.79	1,548,264.68	4,025,882.21
78	10,410.15	18,451.96	684,527.94	1,566,716.64	4,015,472.06
79	10,457.86	18,404.25	694,985.80	1,585,120.89	4,005,014.20
80	10,505.79	18,356.32	705,491.59	1,603,477.21	3,994,508.41
81	10,553.95	18,308.16	716,045.54	1,621,785.37	3,983,954.46

Pmt	Principal	Interest	Cum Prin	Cum Int	Prin Bal
82	10,602.32	18,259.79	726,647.86	1,640,045.16	3,973,352.14
83	10,650.91	18,211.20	737,298.77	1,658,256.36	3,962,701.23
84	10,699.73	18,162.38	747,998.50	1,676,418.74	3,952,001.50
85	10,748.77	18,113.34	758,747.27	1,694,532.08	3,941,252.73
86	10,798.03	18,064.08	769,545.30	1,712,596.16	3,930,454.70
87	10,847.53	18,014.58	780,392.83	1,730,610.74	3,919,607.17
88	10,897.24	17,964.87	791,290.07	1,748,575.61	3,908,709.93
89	10,947.19	17,914.92	802,237.26	1,766,490.53	3,897,762.74
90	10,997.36	17,864.75	813,234.62	1,784,355.28	3,886,765.38
91	11,047.77	17,814.34	824,282.39	1,802,169.62	3,875,717.61
92	11,098.40	17,763.71	835,380.79	1,819,933.33	3,864,619.21
93	11,149.27	17,712.84	846,530.06	1,837,646.17	3,853,469.94
94	11,200.37	17,661.74	857,730.43	1,855,307.91	3,842,269.57
95	11,251.71	17,610.40	868,982.14	1,872,918.31	3,831,017.86
96	11,303.28	17,558.83	880,285.42	1,890,477.14	3,819,714.58
97	11,355.08	17,507.03	891,640.50	1,907,984.17	3,808,359.50
98	11,407.13	17,454.98	903,047.63	1,925,439.15	3,796,952.37
99	11,459.41	17,402.70	914,507.04	1,942,841.85	3,785,492.96
100	11,511.93	17,350.18	926,018.97	1,960,192.03	3,773,981.03
101	11,564.70	17,297.41	937,583.67	1,977,489.44	3,762,416.33
102	11,617.70	17,244.41	949,201.37	1,994,733.85	3,750,798.63
103	11,670.95	17,191.16	960,872.32	2,011,925.01	3,739,127.68
104	11,724.44	17,137.67	972,596.76	2,029,062.68	3,727,403.24
105	11,778.18	17,083.93	984,374.94	2,046,146.61	3,715,625.06
106	11,832.16	17,029.95	996,207.10	2,063,176.56	3,703,792.90
107	11,886.39	16,975.72	1,008,093.49	2,080,152.28	3,691,906.51
108	11,940.87	16,921.24	1,020,034.36	2,097,073.52	3,679,965.64

Pmt	Principal	Interest	Cum Prin	Cum Int	Prin Bal
109	11,995.60	16,866.51	1,032,029.96	2,113,940.03	3,667,970.04
110	12,050.58	16,811.53	1,044,080.54	2,130,751.56	3,655,919.46
111	12,105.81	16,756.30	1,056,186.35	2,147,507.86	3,643,813.65
112	12,161.30	16,700.81	1,068,347.65	2,164,208.67	3,631,652.35
113	12,217.04	16,645.07	1,080,564.69	2,180,853.74	3,619,435.31
114	12,273.03	16,589.08	1,092,837.72	2,197,442.82	3,607,162.28
115	12,329.28	16,532.83	1,105,167.00	2,213,975.65	3,594,833.00
116	12,385.79	16,476.32	1,117,552.79	2,230,451.97	3,582,447.21
117	12,442.56	16,419.55	1,129,995.35	2,246,871.52	3,570,004.65
118	12,499.59	16,362.52	1,142,494.94	2,263,234.04	3,557,505.06
119	12,556.88	16,305.23	1,155,051.82	2,279,539.27	3,544,948.18
120	12,614.43	16,247.68	1,167,666.25	2,295,786.95	3,532,333.75
121	12,672.25	16,189.86	1,180,338.50	2,311,976.81	3,519,661.50
122	12,730.33	16,131.78	1,193,068.83	2,328,108.59	3,506,931.17
123	12,788.68	16,073.43	1,205,857.51	2,344,182.02	3,494,142.49
124	12,847.29	16,014.82	1,218,704.80	2,360,196.84	3,481,295.20
125	12,906.17	15,955.94	1,231,610.97	2,376,152.78	3,468,389.03
126	12,965.33	15,896.78	1,244,576.30	2,392,049.56	3,455,423.70
127	13,024.75	15,837.36	1,257,601.05	2,407,886.92	3,442,398.95
128	13,084.45	15,777.66	1,270,685.50	2,423,664.58	3,429,314.50
129	13,144.42	15,717.69	1,283,829.92	2,439,382.27	3,416,170.08
130	13,204.66	15,657.45	1,297,034.58	2,455,039.72	3,402,965.42
131	13,265.19	15,596.92	1,310,299.77	2,470,636.64	3,389,700.23
132	13,325.98	15,536.13	1,323,625.75	2,486,172.77	3,376,374.25
133	13,387.06	15,475.05	1,337,012.81	2,501,647.82	3,362,987.19
134	13,448.42	15,413.69	1,350,461.23	2,517,061.51	3,349,538.77

29TH STREET AND TOPEKA BLVD, TOPEKA, KS 3/3/2015

Pmt	Principal	Interest	Cum Prin	Cum Int	Prin Bal
135	13,510.06	15,352.05	1,363,971.29	2,532,413.56	3,336,028.71
136	13,571.98	15,290.13	1,377,543.27	2,547,703.69	3,322,456.73
137	13,634.18	15,227.93	1,391,177.45	2,562,931.62	3,308,822.55
138	13,696.67	15,165.44	1,404,874.12	2,578,097.06	3,295,125.88
139	13,759.45	15,102.66	1,418,633.57	2,593,199.72	3,281,366.43
140	13,822.51	15,039.60	1,432,456.08	2,608,239.32	3,267,543.92
141	13,885.87	14,976.24	1,446,341.95	2,623,215.56	3,253,658.05
142	13,949.51	14,912.60	1,460,291.46	2,638,128.16	3,239,708.54
143	14,013.45	14,848.66	1,474,304.91	2,652,976.82	3,225,695.09
144	14,077.67	14,784.44	1,488,382.58	2,667,761.26	3,211,617.42
145	14,142.20	14,719.91	1,502,524.78	2,682,481.17	3,197,475.22
146	14,207.02	14,655.09	1,516,731.80	2,697,136.26	3,183,268.20
147	14,272.13	14,589.98	1,531,003.93	2,711,726.24	3,168,996.07
148	14,337.54	14,524.57	1,545,341.47	2,726,250.81	3,154,658.53
149	14,403.26	14,458.85	1,559,744.73	2,740,709.66	3,140,255.27
150	14,469.27	14,392.84	1,574,214.00	2,755,102.50	3,125,786.00
151	14,535.59	14,326.52	1,588,749.59	2,769,429.02	3,111,250.41
152	14,602.21	14,259.90	1,603,351.80	2,783,688.92	3,096,648.20
153	14,669.14	14,192.97	1,618,020.94	2,797,881.89	3,081,979.06
154	14,736.37	14,125.74	1,632,757.31	2,812,007.63	3,067,242.69
155	14,803.91	14,058.20	1,647,561.22	2,826,065.83	3,052,438.78
156	14,871.77	13,990.34	1,662,432.99	2,840,056.17	3,037,567.01
157	14,939.93	13,922.18	1,677,372.92	2,853,978.35	3,022,627.08
158	15,008.40	13,853.71	1,692,381.32	2,867,832.06	3,007,618.68
159	15,077.19	13,784.92	1,707,458.51	2,881,616.98	2,992,541.49
160	15,146.29	13,715.82	1,722,604.80	2,895,332.80	2,977,395.20
161	15,215.72	13,646.39	1,737,820.52	2,908,979.19	2,962,179.48

Pmt	Principal	Interest	Cum Prin	Cum Int	Prin Bal
162	15,285.45	13,576.66	1,753,105.97	2,922,555.85	2,946,894.03
163	15,355.51	13,506.60	1,768,461.48	2,936,062.45	2,931,538.52
164	15,425.89	13,436.22	1,783,887.37	2,949,498.67	2,916,112.63
165	15,496.59	13,365.52	1,799,383.96	2,962,864.19	2,900,616.04
166	15,567.62	13,294.49	1,814,951.58	2,976,158.68	2,885,048.42
167	15,638.97	13,223.14	1,830,590.55	2,989,381.82	2,869,409.45
168	15,710.65	13,151.46	1,846,301.20	3,002,533.28	2,853,698.80
169	15,782.66	13,079.45	1,862,083.86	3,015,612.73	2,837,916.14
170	15,854.99	13,007.12	1,877,938.85	3,028,619.85	2,822,061.15
171	15,927.66	12,934.45	1,893,866.51	3,041,554.30	2,806,133.49
172	16,000.66	12,861.45	1,909,867.17	3,054,415.75	2,790,132.83
173	16,074.00	12,788.11	1,925,941.17	3,067,203.86	2,774,058.83
174	16,147.67	12,714.44	1,942,088.84	3,079,918.30	2,757,911.16
175	16,221.68	12,640.43	1,958,310.52	3,092,558.73	2,741,689.48
176	16,296.03	12,566.08	1,974,606.55	3,105,124.81	2,725,393.45
177	16,370.72	12,491.39	1,990,977.27	3,117,616.20	2,709,022.73
178	16,445.76	12,416.35	2,007,423.03	3,130,032.55	2,692,576.97
179	16,521.13	12,340.98	2,023,944.16	3,142,373.53	2,676,055.84
180	16,596.85	12,265.26	2,040,541.01	3,154,638.79	2,659,458.99
181	16,672.92	12,189.19	2,057,213.93	3,166,827.98	2,642,786.07
182	16,749.34	12,112.77	2,073,963.27	3,178,940.75	2,626,036.73
183	16,826.11	12,036.00	2,090,789.38	3,190,976.75	2,609,210.62
184	16,903.23	11,958.88	2,107,692.61	3,202,935.63	2,592,307.39
185	16,980.70	11,881.41	2,124,673.31	3,214,817.04	2,575,326.69
186	17,058.53	11,803.58	2,141,731.84	3,226,620.62	2,558,268.16
187	17,136.71	11,725.40	2,158,868.55	3,238,346.02	2,541,131.45
188	17,215.26	11,646.85	2,176,083.81	3,249,992.87	2,523,916.19

Pmt	Principal	Interest	Cum Prin	Cum Int	Prin Bal
189	17,294.16	11,567.95	2,193,377.97	3,261,560.82	2,506,622.03
190	17,373.43	11,488.68	2,210,751.40	3,273,049.50	2,489,248.60
191	17,453.05	11,409.06	2,228,204.45	3,284,458.56	2,471,795.55
192	17,533.05	11,329.06	2,245,737.50	3,295,787.62	2,454,262.50
193	17,613.41	11,248.70	2,263,350.91	3,307,036.32	2,436,649.09
194	17,694.14	11,167.97	2,281,045.05	3,318,204.29	2,418,954.95
195	17,775.23	11,086.88	2,298,820.28	3,329,291.17	2,401,179.72
196	17,856.70	11,005.41	2,316,676.98	3,340,296.58	2,383,323.02
197	17,938.55	10,923.56	2,334,615.53	3,351,220.14	2,365,384.47
198	18,020.76	10,841.35	2,352,636.29	3,362,061.49	2,347,363.71
199	18,103.36	10,758.75	2,370,739.65	3,372,820.24	2,329,260.35
200	18,186.33	10,675.78	2,388,925.98	3,383,496.02	2,311,074.02
201	18,269.69	10,592.42	2,407,195.67	3,394,088.44	2,292,804.33
202	18,353.42	10,508.69	2,425,549.09	3,404,597.13	2,274,450.91
203	18,437.54	10,424.57	2,443,986.63	3,415,021.70	2,256,013.37
204	18,522.05	10,340.06	2,462,508.68	3,425,361.76	2,237,491.32
205	18,606.94	10,255.17	2,481,115.62	3,435,616.93	2,218,884.38
206	18,692.22	10,169.89	2,499,807.84	3,445,786.82	2,200,192.16
207	18,777.90	10,084.21	2,518,585.74	3,455,871.03	2,181,414.26
208	18,863.96	9,998.15	2,537,449.70	3,465,869.18	2,162,550.30
209	18,950.42	9,911.69	2,556,400.12	3,475,780.87	2,143,599.88
210	19,037.28	9,824.83	2,575,437.40	3,485,605.70	2,124,562.60
211	19,124.53	9,737.58	2,594,561.93	3,495,343.28	2,105,438.07
212	19,212.19	9,649.92	2,613,774.12	3,504,993.20	2,086,225.88
213	19,300.24	9,561.87	2,633,074.36	3,514,555.07	2,066,925.64
214	19,388.70	9,473.41	2,652,463.06	3,524,028.48	2,047,536.94
215	19,477.57	9,384.54	2,671,940.63	3,533,413.02	2,028,059.37

Pmt	Principal	Interest	Cum Prin	Cum Int	Prin Bal
216	19,566.84	9,295.27	2,691,507.47	3,542,708.29	2,008,492.53
217	19,656.52	9,205.59	2,711,163.99	3,551,913.88	1,988,836.01
218	19,746.61	9,115.50	2,730,910.60	3,561,029.38	1,969,089.40
219	19,837.12	9,024.99	2,750,747.72	3,570,054.37	1,949,252.28
220	19,928.04	8,934.07	2,770,675.76	3,578,988.44	1,929,324.24
221	20,019.37	8,842.74	2,790,695.13	3,587,831.18	1,909,304.87
222	20,111.13	8,750.98	2,810,806.26	3,596,582.16	1,889,193.74
223	20,203.31	8,658.80	2,831,009.57	3,605,240.96	1,868,990.43
224	20,295.90	8,566.21	2,851,305.47	3,613,807.17	1,848,694.53
225	20,388.93	8,473.18	2,871,694.40	3,622,280.35	1,828,305.60
226	20,482.38	8,379.73	2,892,176.78	3,630,660.08	1,807,823.22
227	20,576.25	8,285.86	2,912,753.03	3,638,945.94	1,787,246.97
228	20,670.56	8,191.55	2,933,423.59	3,647,137.49	1,766,576.41
229	20,765.30	8,096.81	2,954,188.89	3,655,234.30	1,745,811.11
230	20,860.48	8,001.63	2,975,049.37	3,663,235.93	1,724,950.63
231	20,956.09	7,906.02	2,996,005.46	3,671,141.95	1,703,994.54
232	21,052.14	7,809.97	3,017,057.60	3,678,951.92	1,682,942.40
233	21,148.62	7,713.49	3,038,206.22	3,686,665.41	1,661,793.78
234	21,245.56	7,616.55	3,059,451.78	3,694,281.96	1,640,548.22
235	21,342.93	7,519.18	3,080,794.71	3,701,801.14	1,619,205.29
236	21,440.75	7,421.36	3,102,235.46	3,709,222.50	1,597,764.54
237	21,539.02	7,323.09	3,123,774.48	3,716,545.59	1,576,225.52
238	21,637.74	7,224.37	3,145,412.22	3,723,769.96	1,554,587.78
239	21,736.92	7,125.19	3,167,149.14	3,730,895.15	1,532,850.86
240	21,836.54	7,025.57	3,188,985.68	3,737,920.72	1,511,014.32
241	21,936.63	6,925.48	3,210,922.31	3,744,846.20	1,489,077.69

29TH STREET AND TOPEKA BLVD, TOPEKA, KS 3/3/2015

Pmt	Principal	Interest	Cum Prin	Cum Int	Prin Bal
242	22,037.17	6,824.94	3,232,959.48	3,751,671.14	1,467,040.52
243	22,138.17	6,723.94	3,255,097.65	3,758,395.08	1,444,902.35
244	22,239.64	6,622.47	3,277,337.29	3,765,017.55	1,422,662.71
245	22,341.57	6,520.54	3,299,678.86	3,771,538.09	1,400,321.14
246	22,443.97	6,418.14	3,322,122.83	3,777,956.23	1,377,877.17
247	22,546.84	6,315.27	3,344,669.67	3,784,271.50	1,355,330.33
248	22,650.18	6,211.93	3,367,319.85	3,790,483.43	1,332,680.15
249	22,753.99	6,108.12	3,390,073.84	3,796,591.55	1,309,926.16
250	22,858.28	6,003.83	3,412,932.12	3,802,595.38	1,287,067.88
251	22,963.05	5,899.06	3,435,895.17	3,808,494.44	1,264,104.83
252	23,068.30	5,793.81	3,458,963.47	3,814,288.25	1,241,036.53
253	23,174.03	5,688.08	3,482,137.50	3,819,976.33	1,217,862.50
254	23,280.24	5,581.87	3,505,417.74	3,825,558.20	1,194,582.26
255	23,386.94	5,475.17	3,528,804.68	3,831,033.37	1,171,195.32
256	23,494.13	5,367.98	3,552,298.81	3,836,401.35	1,147,701.19
257	23,601.81	5,260.30	3,575,900.62	3,841,661.65	1,124,099.38
258	23,709.99	5,152.12	3,599,610.61	3,846,813.77	1,100,389.39
259	23,818.66	5,043.45	3,623,429.27	3,851,857.22	1,076,570.73
260	23,927.83	4,934.28	3,647,357.10	3,856,791.50	1,052,642.90
261	24,037.50	4,824.61	3,671,394.60	3,861,616.11	1,028,605.40
262	24,147.67	4,714.44	3,695,542.27	3,866,330.55	1,004,457.73
263	24,258.35	4,603.76	3,719,800.62	3,870,934.31	980,199.38
264	24,369.53	4,492.58	3,744,170.15	3,875,426.89	955,829.85
265	24,481.22	4,380.89	3,768,651.37	3,879,807.78	931,348.63
266	24,593.43	4,268.68	3,793,244.80	3,884,076.46	906,755.20
267	24,706.15	4,155.96	3,817,950.95	3,888,232.42	882,049.05
268	24,819.39	4,042.72	3,842,770.34	3,892,275.14	857,229.66

Pmt	Principal	Interest	Cum Prin	Cum Int	Prin Bal
269	24,933.14	3,928.97	3,867,703.48	3,896,204.11	832,296.52
270	25,047.42	3,814.69	3,892,750.90	3,900,018.80	807,249.10
271	25,162.22	3,699.89	3,917,913.12	3,903,718.69	782,086.88
272	25,277.55	3,584.56	3,943,190.67	3,907,303.25	756,809.33
273	25,393.40	3,468.71	3,968,584.07	3,910,771.96	731,415.93
274	25,509.79	3,352.32	3,994,093.86	3,914,124.28	705,906.14
275	25,626.71	3,235.40	4,019,720.57	3,917,359.68	680,279.43
276	25,744.16	3,117.95	4,045,464.73	3,920,477.63	654,535.27
277	25,862.16	2,999.95	4,071,326.89	3,923,477.58	628,673.11
278	25,980.69	2,881.42	4,097,307.58	3,926,359.00	602,692.42
279	26,099.77	2,762.34	4,123,407.35	3,929,121.34	576,592.65
280	26,219.39	2,642.72	4,149,626.74	3,931,764.06	550,373.26
281	26,339.57	2,522.54	4,175,966.31	3,934,286.60	524,033.69
282	26,460.29	2,401.82	4,202,426.60	3,936,688.42	497,573.40
283	26,581.57	2,280.54	4,229,008.17	3,938,968.96	470,991.83
284	26,703.40	2,158.71	4,255,711.57	3,941,127.67	444,288.43
285	26,825.79	2,036.32	4,282,537.36	3,943,163.99	417,462.64
286	26,948.74	1,913.37	4,309,486.10	3,945,077.36	390,513.90
287	27,072.25	1,789.86	4,336,558.35	3,946,867.22	363,441.65
288	27,196.34	1,665.77	4,363,754.69	3,948,532.99	336,245.31
289	27,320.99	1,541.12	4,391,075.68	3,950,074.11	308,924.32
290	27,446.21	1,415.90	4,418,521.89	3,951,490.01	281,478.11
291	27,572.00	1,290.11	4,446,093.89	3,952,780.12	253,906.11
292	27,698.37	1,163.74	4,473,792.26	3,953,943.86	226,207.74
293	27,825.32	1,036.79	4,501,617.58	3,954,980.65	198,382.42
294	27,952.86	909.25	4,529,570.44	3,955,889.90	170,429.56
295	28,080.97	781.14	4,557,651.41	3,956,671.04	142,348.59

Pmt	Principal	Interest	Cum Prin	Cum Int	Prin Bal
296	28,209.68	652.43	4,585,861.09	3,957,323.47	114,138.91
297	28,338.97	523.14	4,614,200.06	3,957,846.61	85,799.94
298	28,468.86	393.25	4,642,668.92	3,958,239.86	57,331.08
299	28,599.34	262.77	4,671,268.26	3,958,502.63	28,731.74
300	*28,731.74	131.69	4,700,000.00	3,958,634.32	0.00

*The final payment has been adjusted to account for payments having been rounded to the nearest cent.

REAL ESTATE LEASE AGREEMENT

NOTICE TO LESSOR AND LESSEE: PURSUANT TO THE REQUIREMENTS OF K.S.A.75-3730, 3739 (1) and 3743, as amended. NO LEASE AGREEMENT IS EFFECTIVE NOR MAY EXPENDITURES BE MADE UNTIL THE AGREEMENT HAS BEEN SIGNED AND THE REQUIRED APPROVALS AFFIXED HERETO. Clauses printed in this contract are considered mandatory and may only be supplemented by a special provision approved by the Department of Administration.

CONTRACT PARTIES

LESSOR (First Party or 1st Party)

Contact Person: Andrew Meieran

LESSOR NAME: Mills Building LLC

Address: 435 S. Kansas Ave., Suite 200 City: Topeka

State: Kansas Zip Code: 66603

Telephone: (323) 633-0891 Fax:

Email Address: am@kinetescape.com

Type of Firm: ○ Individual ○ Partnership ○ Corporation ○ Government ◉ L.L.C.

Taxpayer Identification No.: 59-3831276

LESSEE (Second Party or 2nd Party)

Contact Person: Kevin Fulton

LESSEE NAME: Kansas Department of Revenue

Address: 901 S. Kansas City: Topeka

State: Kansas Zip Code: 66612

Email Address: Kevin.Fulton@kdor.ks.gov

Telephone: (785) 296-2448 Fax:

Leased Property Description: 59,853 square feet office space - floor 1,2,3,4 & 5

Street Address: 901 S Kansas City: Topeka

County: Shawnee State: Kansas Zip Code: 66603

WITNESSETH, that First Party, in consideration of the rents, covenants and agreements of Second Party, hereinafter set forth, does let, lease and rent to Second Party the above described property

1. TERM:

To have and hold the same for the term of:

(a) Lease Term begin date: 07/01/2016 (mm/dd/yyyy)

(b) Lease Term end date: 06/30/2041 (mm/dd/yyyy)

(c) Length: 25 years, 0 months

2. RENTAL PAYMENTS:

Second Party agrees to pay equal ( ) monthly (•) quarterly ( ) semi-annual ( ) annual installments of [ ] commencing on the 1st day of 07/01/2016 and on the 1st day of each corresponding payment period thereafter until the term of this lease ends; or in concurrence with payment schedule in Special Provision 7 .

Rental payment for the first month shall be prorated if the above described property is not available for occupancy by the beginning date of the lease. The final payment shall be prorated for any partial month payment that may be due.

The space herein above described contains 59,853 square feet of space for office use at the rate of [ ] per square foot per annum; xx square feet of floor space for records and property storage use at the rate of xx per square foot per annum; and xx (square feet of floor space) (acres, more or less) for other use (specify): xx at the rate of xx per square foot per annum or per acre. Rental payments include the cost to lease the existing premises and any improvements made to the premises.

3. USE OF PREMISES:

Second Party shall have the full and unrestricted use of the premises for the term of this lease or any renewals thereof, for the following purpose: Conduct the business of the State of Kansas .

The approximate Full-Time Equivalent (FTE) employee working on these premises is 204

4. UTILITIES:

Public Utilities shall be paid for by the First (1st) Party, Second (2nd) Party, Third (3rd) Party, Occupant or Other as follows:

(a) Electricity		First Party	
(b) Water		First Party	
(c) Telephone		Second Party	
(d) Gas		First Party	
(e) Heat		First Party	
(f) Other, please list	XX	Choose an item.	

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5. ADDITIONAL SERVICES:

Additional Services shall be paid for by the First (1st) Party, Second (2nd) Party, Third (3rd) Party, Occupant or Other as follows:

(a) Grounds Maintenance, landscaping, parking areas, entrances and sidewalks	First Party	
(b) Snow Removal	First Party	
(c) Pest Control	First Party	
(d) Custodial Service of Leased Area	Second Party	
(e) Custodial Service of Common Area	First Party	
(f) Other, please list xx	Choose an item.	

6. SUBLETTING:

Second Party shall have the right to sublet any or all of the space herein leased to any other State agency for the same or a comparable use. Second Party may not assign or sublet said premises to any private person without the written consent of First Party, said consent not to be unreasonably withheld. Lessee will notify Lessor if any sublet action occurs. If Second Party sublets to another State agency, Second Party's obligation to pay the rent herein shall cease, provided, however, any such sub-tenant shall be bound by all conditions of this lease for the balance of the term.

7. REPAIR OF PREMISES:

The First Party will pay the costs and maintain in good repair the walls, windows, floor coverings, shell, structure, elevators, stairs, roof, grounds, sidewalk and off-street parking area of the lease facility. Such items shall be maintained at a condition not less than the condition of the said items at initial lease signing. First Party will be responsible for repairs and/or replacements in heating, ventilation and air-conditioning (HVAC), plumbing, electrical, mechanical and related fixtures and appliances. The First Party is responsible for meeting all applicable local and State building codes, ordinances, standards and regulations. The First Party will provide Second Party with a list of persons or firms to contact in case of an emergency due to failure of the above facility components. If the facility, fixtures or Second Party contents are damaged as a result of failure of the items listed above, First Party agrees to pay the costs to repair or replace the contents and fixtures and to restore the facility to a condition not less than the condition at the time of initial lease signing. First Party agrees to authorize the Second Party to contract with a Third Party for maintenance repairs that are not corrected within three (3) days of notification. The First Party further agrees to authorize the Second Party to pay invoices for the maintenance repairs that remain unpaid thirty (30) days after their submittal to the First Party. First Party authorizes Second Party to deduct the amount of said paid invoices from rental payments due and owing. In the event First Party fails to make repairs and/or replacements within thirty (30) days and the Second Party elects not to contract for such services and deduct the cost from the rental payments, Second Party may terminate this Lease with ten (10) days notice to First Party and the obligation to occupy and to make rental payments shall cease. Interior repairs of damage caused by Second Party shall be paid for by Second Party. Second Party will submit written requests for decoration and other remodeling items to First Party for approval. Approved decoration or remodeling will be provided by First Party and upon receipt of invoice. Second Party will reimburse First Party for said decoration of remodeling costs.

8. UN-TENANTABLE PREMISES:

If these premises shall be damaged by fire, casualty, natural disaster or other cause so as to be un-tenantable, the rental payments shall abate from the date of such damage and shall not resume until premises are restored to tenantable condition, provided, however, if the damage so caused shall render restoration by First Party impossible within sixty (60) days of the time of such damage, Second Party may elect to void this lease and the obligation to occupy and to make rental payments, shall cease from the date of said damage. Any prepaid rent shall be returned to Second Party for the period the premises are un-tenantable.

Should at any time, during the term of this lease, hazardous substances, chemicals or odors be discovered in the lease building in amounts determined by the appropriate State agency to be unacceptable, the Lessor will have sixty (60) days from date of written notice by the Lessee to satisfactorily dispose of the hazardous substances, chemicals or odors by a State pre-approved vendor or the Lessee may terminate the lease after said sixty (60) day period with no penalty to the Lessee.

In the alternative, if the First Party fails to comply with the terms of this provision, the Lessee may contract for the abatement and disposal of the above hazardous substances, chemicals or odors and the Lessor consents to the reduction of lease payments for the costs of abatement and disposal.

In addition, the obligation to occupy the leased premises and to make rental payments shall cease from the date of discovery of the hazardous substances. If conditions require the evacuation of the premises and relocation, Second Party may elect to void this lease and the obligation to occupy and make rental payments shall cease from the date of discovery of the hazardous substances. The First Party shall be responsible for relocation costs. Any prepaid rent shall be returned to Second Party for the period the premises are un-tenantable.

9. TERMINATION FOR CAUSE:

Should the First Party apply (i) for consent to the appointment of a receiver, trustee, custodian or liquidator of First Party, or of all of a substantial part of the assets of First Party, (ii) be unable, fail or admit in writing its inability to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) have an order for relief entered against it under applicable bankruptcy law, or (v) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of insolvency law or any answer admitting the material allegations of a petition filed against First Party in any bankruptcy, reorganization or insolvency proceeding, after thirty (30) days written notice, the Second Party may terminate this lease agreement.

10. TERMINATION FOR FISCAL NECESSITY:

Notwithstanding any other provision of this lease, if funds anticipated for the continued fulfillment of this lease agreement are at any time not forthcoming, either through failure of the Legislature to appropriate funds specifically budgeted for this lease or the discontinuance or material alteration of the program under which funds were provided, then Second Party shall have the right to terminate this lease by giving First Party a reasonable notice specifying the reasons for such necessary termination. The termination of the lease pursuant to this paragraph shall not cause any penalty to be charged to the State agency. Any prepaid rent shall be returned to Second Party for the period following the termination date.

11. AUTOMATIC HOLD OVER:

This lease agreement, if not previously terminated, shall automatically expire at the end of the term specified unless Second Party shall have renewed the lease pursuant to Special Provision 2. However, Second Party shall be allowed to hold over after the end of the term and Second Party shall be a tenant from month to month at the same terms and conditions as contained herein. This hold over tenancy shall expire after a maximum of six (6) months unless written approval of the Secretary of Administration is secured.

12. REMOVAL OF PERSONAL PROPERTY:

All personal property placed, installed or constructed upon the premises by Second Party during occupancy, which may be removed at any time by Second Party at the end of the term without substantial damage to the real estate, shall be and remains the sole property of Second Party and may be removed. If substantial damage would occur, Second Party may elect to remove the property and restore the premises.

13. AGREEMENT WITH KANSAS LAW:

This Lease Agreement shall be subject, governed by and construed according to the laws of the State of Kansas.

14. ANTI-DISCRIMINATION CLAUSE:

First Party Agrees:

(a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. S 12101 et seq.) ("ADA") and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry or age in the admission or access to, or treatment or employment in its programs or activities;

(b) to include in all solicitations or advertisements for employees the phrase "equal opportunity employer";

(c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S. A. 44-1116;

(d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor;

(e) that failure to comply with the reporting requirements (c) above, or if First Party is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of the contract;

(f) if Second Party determines that First Party has violated applicable provisions of the ADA, that violation shall constitute a breach of contract;

(g) if (e) or (f) occurs, the contract may be canceled, terminated or suspended in whole or in part by the State. The obligation to occupy and to pay any unpaid balance or rental payments shall cease from the date of cancellation, termination or suspension. Any prepaid rent shall be returned to Second Party from the cancellation date.

Parties to this contract understand that subsection (b) through (e) of this paragraph, number 14 are not applicable to First Party who employ fewer than four (4) employees or whose contract with this State agency totals $5,000 or less during any fiscal year.

15. BINDING EFFECT:

The terms and conditions of this Lease shall be binding upon the parties, their heirs, agents, administrators,

executors or legal successors.

16. RESPONSIBILITY FOR TAXES:

The State of Kansas shall not be responsible for, nor indemnify, First Party for any federal, state or local taxes, fees or assessments which may be imposed or levied upon the subject matter of the lease.

17. LIABILITY FOR DAMAGES:

Notwithstanding any language to the contrary, the State shall not be responsible for any damages caused by the public or its employees except as provided in the Kansas Tort Claims Act, K.S.A. 75-6101 et seq., as amended.

18. ACCESSIBILITY:

If the Department of Administration determines that improvements or changes are required for Second Party to comply with the minimum standards for accessible design, First Party agrees to make all improvements or changes within a reasonable period of time as determined by the Department of Administration. (Refer to the Americans with Disability Act Accessibility Guidelines, ADAAG: also reference K.S.A. 58-1301 et seq.). If the improvements or changes have not or cannot be completed, the Department of Administration may require Second Party to terminate this lease upon the giving of 120 days notice in writing to First Party. The obligation to occupy and make rental payments shall cease from the date of termination. Any prepaid rent shall be returned to Second Party from that date. Waiver of any element of this provision must be sought through application to the Director of Facilities and Procurement Management with the recommendation of the ADA Coordinator and can only be granted by the Secretary of Administration. Such waiver must be attached to and incorporated into this contract (reference Special Provision 4).

The following minimum standards for accessible space shall be required (ADA Checklist, Checklist for Existing Facilities):

1. Accessible parking, if parking is included in this contract.
2. An accessible route from an accessible entrance to primary function area (includes elevator if required to access other levels.
3. Accessible toilets.

19. ENERGY:

HVAC Performance: General office and common area shall be heated in the winter to maintain the space environment at 68 – 74 degrees Fahrenheit (F) with a relative humidity of 20 – 30 % and cooled in the summer at 68 – 78 degrees F with a relative humidity of 40 – 60 %. The HVAC system must be capable of maintaining +/- two (2) degrees F of the thermostat setting. As a guide, an adequately sized air distribution system shall provide 4 – 10 air changes per hour. HVAC equipment shall be properly sized and balanced to meet design conditions. Each zone provided shall be equipped with programmable thermostatic controls, capable of a 55 degree F night/weekend setback in the heating mode and a 85 degree F night/weekend set-up in the cooling mode.

Heating system efficiency will not be less than 80% steady state at full load for natural gas boilers or furnaces. Air conditioning equipment will meet or exceed the performance ratings required under Federal and State guidelines. A seven-day programmable time device will control all air handling systems where applicable controls exist. Minimum ventilation rates will be capable of 15 cubic feet per minute per person during occupied hours and

automatically reduced during off-work hours. Buildings are to be in full compliance with the ANSI/ASHRAE/IESNA Standard 90.1 latest edition, Energy Design of New/Existing Commercial Buildings.

Telecommunication, Computer, UPS and server room(s) require air conditioning systems designed to ensure proper environmental requirements are met. These rooms shall be maintained between 65 & 72 degrees F. The HVAC system must be capable of maintaining +/- two (2) degrees F of the thermostat setting. This condition must be maintained 24 hours a day, seven (7) days a week. HVAC shall be thermostatically controlled within the room and be independent of the house system.

Two Kansas Administrative Regulations, (1-66-1 and 1-66-3), became effective February 4, 2011, requiring the completion of an energy audit for lease space. The K.A.R's require that each new lease, lease renewal or extension must include an energy audit for lease property. In the event the energy audit indicates that the lease space uses an excessive amount of energy, the owner or lessor is required to implement cost effective energy conservation measures that are approved by the Secretary of Administration to eliminate excessive amounts of energy usage.

20. ADDITIONAL REQUIRED DOCUMENTS CHECKLIST:

The following documents must be submitted with the signed Lease:

1. The Energy Star Portfolio Manager offers a self-performed audit. Please go to: http://www.energystar.gov/buildings/facility-owners-and-managers/existing-buildings/use-portfolio-manager and create an account. An approved substitute energy audit may be submitted in lieu of the Energy Star Portfolio Manager.
2. A Tax Clearance Certificate application may be obtained from the Kansas Department of Revenue at the following address: http://www.ksrevenue.org/taxclearance.html.
3. A self-performed Americans with Disabilities Act (ADA) Checklist is available at the Department of Administration's webpage under the Resources Section at the following address: http://admin.ks.gov/offices/ofpm/real-estate-leasing.

21. SPECIAL PROVISIONS:

The following Special Provisions indicated by an check mark and numbered as listed hereafter or those additional numbered Special Provision contained on an attachment, are made a part hereof and incorporated into this contract.

The following Special Provisions apply: ______ (marked by an X in the checkboxes below)

Spec. Prov. 1. ☐ **Termination Prior to Expiration of Term:** Notwithstanding the length of the term, Second Party may terminate this lease at any time prior to the expiration of the term upon the giving of ______ days notice in writing to First Party.

Spec. Prov. 2. ☐ **Renewal:** By the giving of notice in writing to First Party at least ______ days prior to the end of the term specified, Second Party may renew this lease for an additional term of ______ under the same rent, conditions and terms set out herein.

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Spec. Prov. 3. ☐ **Parking:** First Party shall furnish to Second Party off-street parking for [ ] motor vehicles upon land adjacent to the leased facility.

Spec. Prov. 4. ☐ **Waiver:** A waiver to the Accessibility Standards as specified in paragraph 18 above is attached and incorporated in this contract and made a part hereof.

Spec. Prov. 5. ☐ **Liquidated Damages:** Should the premises not be available for occupancy on the first day of the lease term, the Lessee will have no obligation to make rental payments until occupancy is available. The Lessor agrees that liquidated damages in the amount of [$] per day shall be deducted from subsequent rental payments due from the Lessee, for the period from the first day of the lease term until the premises are ready for occupancy. If the premises are not available for occupancy [ ] days after the first day of the lease term, Lessee may terminate the Real Estate Agreement.

Spec. Prov. 6. ☐ The request for Proposal and the Bidder's Response to the RFP [#] including the Bidder's counter offer and best and final offer and all supporting documents, shall be incorporated into and made a part of this lease agreement.

22. ADDITIONAL SPECIAL PROVISIONS:

Additional Special Provisions, if any, should be set out on a separate sheet beginning with Number Seven (7). Special Provisions must be listed in numerical order to be considered effective to bind the First Party and Second Party to this agreement. Additionally, First Party and Second Party must sign their names immediately following the last listed Additional Special Provision on the attached sheet.

The following Additional Special Provisions apply: [7,8,9,10,11,12,13,14,15,16,17,18,19, 20 & 21]

APPROVALS OF LESSOR & LESSEE

Lessor ______________________ Date 6-24-15

CERTIFICATION STATEMENT: I certify that the lease agreement is entered into within the authority of the law, is with my approval and that the person signing the same for the State immediately below is authorized to do so.

Lessee ______________________ Date 6-24-15

APPROVALS OF THE STATE OF KANSAS: For Use by State of Kansas Signatories Only

Daniel J. Carroll
Attorney, Department of Administration — Date 6-25-15

Mark J. McAnarney
Director of Facilities and Procurement Management — Date 6/25/15

James T. Clark
Secretary of Administration — Date 6/25/15

JCSBC
2-2-2016
Att.11.--078

SPECIAL PROVISIONS – MILLS BUILDING
STATE OF KANSAS
TOPEKA, KANSAS

These Special Provisions – Mills Building ("Special Provisions") are executed by Mills Building, LLC, ("Lessor") and the Kansas Department of Revenue ("Lessee").

Simultaneous with the execution of these Special Provisions, the parties are executing a Real Estate Lease Agreement ("Base Agreement") concerning certain Leased Property located at 901 S. Kansas Ave., Topeka, Kansas 66612, and these Special Provisions amend, modify, and supplement the Base Agreement provisions and by this reference are incorporated into the Base Agreement. In the event of any inconsistency between these Special Provisions and the Base Agreement provisions, the Special Provisions shall control. The term "Lease" shall refer to the Base Agreement as amended, modified and supplemented by these Special Provisions.

Now therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby irrevocably acknowledged, the parties hereby execute these Special Provisions.

Special Provision # 7
Fixed Rent and Renewal Option

The Lessee agrees to pay to Lessor in equal quarterly payments for each lease year based upon the schedule listed below to rent 59,853 square feet of property. These payments shall be due on July 1, October 1, January 1, and April 1 of each year of the Lease. Lessor shall complete its work and tender the space on or before July 1, 2016. Fixed Rent shall commence on July 1, 2016, even if Lessee elects to occupy the described property on any other day than the first of the month.

Lessor agrees to allow Lessee to occupy space as it becomes available within thirty (30) to forty-five (45) days of the tender of the space on July 1, 2016 without payment of rent.

Lease year 7/1/2016, $231,930.37 quarterly (every 3 months) a rate of $15.50 per rentable square foot.
Lease year 7/1/2019, $242,554.28 quarterly (every 3 months), a rate of $16.21 per rentable square foot.
Lease year 7/1/2022, $253,627.08 quarterly (every 3 months), a rate of $16.95 per rentable square foot.
Lease year 7/1/2025, $265,148.79 quarterly (every 3 months), a rate of $17.72 per rentable square foot.
Lease year 7/1/2028, $277,269.02 quarterly (every 3 months), a rate of $18.53 per rentable square foot.
Lease year 7/1/2031, $289,987.78 quarterly (every 3 months), a rate of $19.38 per rentable square foot.
Lease year 7/1/2034, $303,155.44 quarterly (every 3 months), a rate of $20.26 per rentable square foot.
Lease year 7/1/2037, $317,071.26 quarterly (every 3 months), a rate of $21.19 per rentable square foot.
Lease year 7/1/2040, $331,585.62 quarterly (every 3 months), a rate of $22.16 per rentable square foot.

With 60 days notice, Lessee may renew this lease for two, five-year renewal options, terms to be negotiated at time of renewal.

Special Provision #8
Parking

The Lessor shall provide the Lessee with twenty (20) parking stalls in the 9th & Kansas garage, of which eight (8) of the stalls will be reserved.

Special Provision # 9
Operating Costs

The Lessee agrees to pay to Lessor the Operating Costs above the 2016 base year on an annual basis subject to the limitations provided below. Lessor shall provide Lessee a detailed account summary with invoices, or other reasonable evidence, of the amount of the Operating Costs within a reasonable period following the conclusion of each State of Kansas fiscal year on June 30th for the period from the Lease commencement date for the first lease year and from the prior July 1 in all other lease years. Lessee shall pay to Lessor the amount of the annual Operating Costs within sixty (60) days following its receipt of the detailed account. In the event of the termination or expiration of this Lease, Lessee shall pay Lessor within sixty (60) days following such termination or expiration the amount of the Operating Costs accrued to the date of such expiration or termination as reasonably detailed by Lessor, which payment obligation shall survive such expiration or termination.

"Operating Costs" of the building shall include only Real Estate taxes, utilities and insurance. Operating Costs above the 2016 base year shall be capped as follows:

Years 1-7	25 cents per square foot /per year increase over the prior year's additional Operating Costs
Years 8-17	40 cents per square foot /per year increase over the prior year's additional Operating Costs
Years 18-25	60 cents per square foot /per year increase over the prior year's additional Operating Costs

The actual Real Estate Taxes and Lessor's insurance premiums for insurance policies obtained by Lessor according to good property ownership practices and its lender's requirements, including, but not limited to, fire and extended casualty insurance shall be included in Operating Costs, <u>but shall not</u>, in any event, include any insurance premiums for comprehensive general liability insurance and business interruption coverage related to the Leased Property applicable during the term of this Lease. The Lessor will provide the Lessee a detailed summary with tax receipts and paid insurance invoices of the Lessor's actual Real Estate Taxes and insurance premiums expended each calendar year, or portion thereof, during the term of this Lease, promptly following receipt of the Real Estate Taxes statement for such calendar year.

On or before the Lease commencement date and each anniversary date thereof, Lessor shall provide Lessee with a certificate(s) of insurance to evidence Lessor's insurance policies are in full force and effect. Upon request from Lessee, Lessor hereby agrees to obtain at least three (3) competitive bids for insurance coverage, and Lessor agrees to select the lowest qualified bid which provides all of the required coverages set forth herein.

"Real Estate Taxes" shall mean: (i) all ad valorem taxes (adjusted after protest or litigation, if any) for any part of the term of this Lease; (ii) any taxes which shall be levied or required to be paid in lieu of any such ad valorem taxes; and (iii) occupational taxes or excise taxes levied on rentals derived from the operation of the Leased Property or the privilege of leasing property.

Upon a timely and reasonable request from Lessee, Lessor hereby agrees to appeal the Real Estate Taxes for the Premises. Lessee hereby agrees to cooperate with Lessor in prosecuting any such appeal and that the costs of the appeal shall be included in Operating Costs and any savings resulting from a successful appeal shall be used to reduce Operating Costs.

Special Provision # 10
Tenant Allowance

The Lessee shall receive an allowance from the Lessor equal to $100,000.00 (the "Allowance") to use at the Lessee's discretion for moving related expenses. Any funds remaining from the Allowance are the property of the Lessee and shall be conveyed to the Kansas Department of Administration for services rendered upon request to Lessor by certified funds. Payment shall be made within ten (10) business days upon receipt of invoice.

Special Provision # 11
Carpet and Painting Improvements

Additionally, both parties mutually agree the following property improvements will be made by the Lessor, at the Lessor's expense by the timelines subsequently listed:

A. Carpet Replacement: At year ten (10) during the term hereof, Lessor, at no cost to the Lessee, shall replace the carpet with 50 cm x 50 cm carpet squares with a loop construction designed for heavy wear (density of not less than 20-18 ounce weight with a high performance synthetic backing) or current Lessee specifications of a similar grade installed in the building at the time of the commencement of this Lease, and shall be completed within the immediately following lease year. The selection of carpet materials will be made by Lessee from several choices presented by the Lessor and should take into account the normal amount of wear and tear associated with Lessee offices.

B. Interior Paint: At year ten (10) during the term hereof, Lessor, at no cost to the Lessee, shall paint the interior portions of the building, including steel doors and frames, and such repainting shall be completed in accordance with carpet replacement within the immediately following lease year, as applicable, in each case. The selection of paint/finish materials will be made by Lessee from several choices presented by the Lessor of similar quality to the paint in the building at the time of the commencement of this Lease and should take into account the normal amount of wear and tear associated with Lessee's offices.

Special Provision # 12
Building Improvements; Inspection; Commencement; Costs

A. Lessor's Building Improvements. Lessor will complete the following building upgrades and improvements:

   a. Upgraded HVAC system which includes fans, related piping and ductwork as needed on occupied floors as set forth on Exhibit "D."

   b. Upgraded hot water boilers and related piping as set forth on Exhibit "D."

   c. Upgraded control system on both heating and cooling as set forth on Exhibit "D."

   d. Upgraded access card system to be compatible with current tenant card system.

   e. Remodel and update elevator cabs.

f. Remodel 9th street lobby.

g. Installation and upgrade of fire sprinkler system throughout building as set forth on Exhibit "D."

h. Installation and upgrade of fire alarm system throughout building as set forth on Exhibit "D."

B. Tenant Improvements: Lessor will complete the following tenant upgrades and improvements prior to tenant occupancy:

a. Construct offices, break rooms, storage rooms as per Architect's plans and as approved by the Lessee.

b. Install new carpet squares throughout building.

c. Update existing break rooms.

d. Renovate all restrooms on floors 1,2,3,4 &5 according to the following specifications:

All restrooms shall include new fixtures and accessories except as to certain fixtures, accessories, figure, detail or partition of such quality that may be kept by mutual agreement of Lessor and Lessee. Accessories shall include mirrors, soap dispensers, trash containers, paper towel dispensers, toilet tissue dispensers, napkin dispensers and napkin disposal units. Dispensers shall be approved by the Lessee to confirm they will fit state supplied products. Also automated flush toilets and faucets are required. New toilet privacy partitions are to be provided for restrooms with more than one water closet and/or urinal. Diaper changing stations and child safety seats are to be installed in all restrooms. All restrooms shall be equipped with a floor drain, an exhaust fan, and those areas designated as ADA accessible shall comply with ADA design requirements. Sound containment within the restrooms is required. Shut off valves are to be provided for all sinks and toilets.

e. New ceilings and lighting for remodeled space.

f. New electrical to code for remodeled space.

g. Landlord shall install CAT 6 wiring in the building to network the building's data system.

h. New paint throughout space including restrooms, all lobbies and stairwells.

C. Lessee's Inspection and Acceptance of Lessor's Improvements. Lessor shall notify Lessee at least thirty (30) days prior to the anticipated date that Lessor's Improvements will be substantially completed so that the Leased Property will be Ready for Occupancy. "Ready for Occupancy" shall mean the date on which the Lessor's Improvements have been substantially completed in accordance with the Plans and Specifications (as modified), and all applicable building codes, ordinances, standards and regulations takes place; and the local governmental organization(s) having authority has issued a building occupancy permit or inspected the property and given approval for occupancy, so that Lessee can legally occupy and utilize the Leased Property for its intended use. Lessee shall have the right to inspect the Lessor's Improvements following such notification by Lessor, at a time convenient to the parties and Lessor's contractors. On or before thirty (30) days following the date of such notification by Lessor ("Punch List Date"), Lessee shall provide Lessor a "punch list" of all non-conforming work, which work was to be performed by Lessor under this provision. Lessee shall be deemed to have accepted Lessor's Improvements and the Leased Property in all respects except for those items which are listed on punch lists delivered to Lessor prior to Lessee's Punch List Date. As soon as reasonably possible, Lessor shall cause its contractors to perform or correct the Non-conforming Work timely specified by Lessee on its punch list. Should the premises not be available for occupancy on the first day of the lease term, the Lessee will have no obligation to make rental payments until occupancy is available.

D. Lessor shall provide the Department of Revenue the name and federal identification number (FEIN) for all major contractors and sub-contractors providing work as noted in Special Provision #12, Exhibit A and future work as provided for Lessee.

E. <u>Lessor's Construction Schedule; Milestones of Progress</u>. Lessor's building improvements as set forth in Special Provision #12(A) and (B) above shall be completed according to the construction schedule which includes quarterly milestones of progress attached hereto and incorporated herein as Exhibit "C." In the event Lessor does not substantially meet the progress milestone of any quarter and said failure to meet the milestone was not caused by Lessee or any event beyond the control of Lessor, Lessee shall have the right to terminate the Lease if substantial non-compliance is not cured by Lessor within fourteen (14) calendar days of receipt of written notice from Lessee of intent to terminate for failure to achieve a quarterly milestone of progress. The determination as to whether a milestone of progress has been substantially reached will be made by the Project Architect, Schwerdt Design Group, Inc.

<u>Special Provisions # 13</u>
<u>Plans and Specifications</u>

A. The Plans and Specifications for Lessor's Improvements as referenced in Special Provision #12 B are attached hereto as Exhibit A.

<u>Special Provisions # 14</u>
<u>Miscellaneous Provisions</u>

A. <u>Taxes on Lessor's Property</u>. Lessor shall be responsible for and shall pay before delinquency all municipal, county or state taxes assessed during the term of this Lease against any leasehold interest or personal property of any kind owned by or placed in, upon or about the Leased Property by Lessor. To the fullest extent permitted by law, Lessor shall indemnify Lessee, its officers, employees and the State of Kansas, and save them harmless from and any and all claims, actions, proceeding, damages, liabilities, judgments, fines, costs and expenses, including but not limited to attorney's fees, resulting out of or in connection with non-payment of taxes. This paragraph shall survive the expiration or termination of this Lease.

B. <u>Notices</u>. Any notice pursuant hereto shall be given in writing by (a) personal delivery, or (b) expedited delivery service with proof of delivery, or (c) United States Mail, postage prepaid, registered or certified mail, return receipt requested, sent to the intended addressee at the address set forth below (or such other address as Lessor or Lessee may designate in writing to the other upon a minimum of ten (10) days advance written notice), and shall be deemed to have been given either at the time of receipt or, in the case of expedited delivery service or mail, as of the date of first attempted delivery at the address. Any such notices may be under the signature of the Lessor's or Lessee's (as the case may be) agent, attorney, or representative.

Lessor's Address:	Lessee's Address:
Mills Building, LLC Attn: Andrew Meieran 435 S. Kansas Ave. Suite 200 Topeka, KS 66603	State of Kansas – Kansas Department Of Revenue Attn: Secretary of the Department of Revenue 901 S. Kansas Ave., 4th Floor Topeka, KS 66612

C. Governing Law. The laws of the State of Kansas shall govern the interpretation, performance and enforcement of this Lease.

D. Building Hours. The Building's business hours shall be Monday through Friday, from 7:00 a.m. to 6:00 p.m., except for holidays recognized by Lessee ("Building Hours"). Lessor shall provide heating and cooling and other routine building services during Building Hours. Lessor shall accommodate Lessee request for adjusted hours with notice given for Legislative session and other special circumstances as required.

E. The Lessor shall provide Lessee with list of all persons with 24 hours access rights to their space. These individuals will have to be screened by the Department of Revenue and must sign a confidentiality agreement and comply with all security procedures. During regular business hours all visitors, contractors or vendors shall be accompanied by Lessee or staff on the approved list.

F. The Lessor will engage a professional commercial real estate management company to operate the building.

Special Provisions # 15
Lessee's Use of the Premises

It is agreed by the parties that the Premises is to be used by Lessee only for office space. No other business shall be conducted in or on the Premises without Lessor's written consent, and Lessee shall not allow the Premises to be used for any unlawful purposes. Lessee agrees to obtain all required permits, governmental approvals or other approvals necessary to lawfully conduct its business within the Premises. If Lessee's use of the Premises shall be deemed to be unlawful in any way, Lessee shall modify its business to fully comply with law. Lessee agrees to fully comply with all laws, ordinances, orders and regulations affecting the Premises, and shall not commit waste thereon, or use or occupy the Premises for any purpose of business deemed extra-hazardous on account of fire or otherwise. Lessee further agrees to keep and care for the Premises in a reasonably clean and neat condition, and not to allow rubbish or trash of any kind to collect in, on or about the Premises.

Special Provisions # 16
Subordination

This Lease is and will be subject and subordinate in all respects to any mortgage or other loan documents in connection with Lessor's financing. While such subordination will occur automatically, Lessee agrees, upon request by and without cost to Lessor or any successor in interest, to promptly execute and deliver to Lessor or any lender such instrument(s) as may be reasonably required to evidence such subordination. If not in default, Lessee will be assured quiet enjoyment of the leased premises thru the lease term.

Special Provisions # 17
Estoppels

Lessee agrees that at any time and from time to time (but on not less than thirty (30) days' prior request by Lessor), Lessee will execute, acknowledge and deliver to Lessor a certificate indicating any or all of the following: (a) the commencement date and expiration date of this Lease; (b) that this Lease is unmodified and in full force and effect (or, if there have been modifications, that this Lease is in full force and effect, as modified, and stating the date and nature of each modification); (c) the date, if any, through which Fixed Rent and any other charges payable have been paid; (d) that to the best of Lessee's knowledge, no default by Lessor or Lessee exists which has not been cured, except as to defaults stated in such certificate; (e) that Lessee has no existing defenses or set-offs to enforcement of this Lease, except as specifically stated in such certificate; (f) provided such events have occurred, that Lessee has accepted the Premises and that all improvements required to be made to the Premises by Lessor have been completed according to this Lease; (g) that, except as specifically stated in such certificate, Lessee, and only Lessee, currently occupies the Premises; and (h) such other matters as may be reasonably requested by Lessor. Any such certificate may be relied upon by Lessor, its lenders and any prospective purchaser or prospective mortgagee, deed of trust beneficiary or ground lessor of all or a portion of the building.

Special Provisions # 18
Right of First Refusal

Lessor shall provide notice to Lessee as additional space becomes available within existing building at then current state tenant lease rate. Lessee will have 15 days to respond with any interest in obtaining this additional space. Lessee would be responsible for the cost of any tenant improvements that may be required.

Special Provisions # 19
Termination for Fiscal Necessity

Except as to termination pursuant to Paragraphs 7, 8 or 9 of the Base Lease or Special Provisions #12(E) or #20, Lessee shall have the right to terminate this Lease for fiscal necessity only by giving Lessor thirty (30) days prior written notice of the right to terminate, setting forth the date of termination which shall be the last day of a month. Lessee will reimburse Lessor for all tenant improvements, leasing commissions, and a portion of related cost incurred by Lessor as per Exhibit B. Such improvement and related cost shall include a portion of expenditures for tenant improvements to the leased property but excludes any allowance provided to the Lessee. However, Lessee shall only be responsible for its proportionate share (based upon its leased square footage to the building as a whole) of improvements and related costs, not those that benefit other tenants or the building as a whole. This amount shall be determined as per Exhibit B. Lessee shall pay to Lessor the unamortized improvements and related cost within ninety (90) days after delivering the notice of termination. Lessee shall receive credit for any prepaid rent applicable after the early termination date toward the unamortized cost and Lessee shall be reimbursed for any overage as a result of prepaid rent.

The amortization interest rate shall be the same interest rate as the Lessor is paying to the Lessor's Lender to finance the improvements. The initial carpet and interior paint shall be amortized on a ten (10) year amortization schedule. Carpet replacement and painting of the office space as outlined in Special Provision number eleven (11) shall be amortized on a ten (10) year schedule from the date the project is completed. The amortization interest rate shall be the then current interest rate paid by Lessor.

Special Provisions # 20
Liquidated Damages

If the Lessor shall neglect, fail, or refuse to complete the work within the time specified for substantial completion set forth herein, then the Lessor does hereby agree, as consideration for the awarding of this Lease, to pay to the Lessee, as liquidated damages and not as a penalty, the sum of $1000.00 per day for each calendar day up to fifteen (15) days, $1,500.00 per day for each calendar day from the Sixteenth (16th) day up to thirty (30) days, $2,000.00 per day for each calendar day from the thirty-first (31) day up to forty-five (45) days and $2,500.00 per day for each calendar day from the forty-sixth day up to sixty days beyond the date set forth herein for the lease term to begin that the Lessor fails to achieve substantial completion of the lease premises. The said amounts are fixed and agreed on by and between the Lessor and the Lessee because of the impracticability and extreme difficulty of fixing and ascertaining the true value of the damages which the Lessee will sustain by failure of the Lessor to achieve substantial completion on time. In the event substantial completion and occupancy cannot be delivered within sixty (60) days from the stated substantial completion date herein and it is not due to circumstances beyond the control of Lessor or caused by Lessee, Lessee shall have the option to terminate the Lease with no cost to the Lessee.

Special Provisions # 21
Cancellation of Prior Lease

Lessor and Lessee entered into a prior Real Estate Lease Agreement for the property being leased hereunder, which was executed by Lessor on January 8, 2015 and by Lessee on February 5, 2015 ("Prior Lease"). Lessor and Lessee agree that the Prior Lease was cancelled, terminated and otherwise deemed null and void, effective as of May 5, 2015. Lessor and Lessee declare that any rights or obligations under said Prior Lease are hereby terminated and released and hereby fully and completely forever discharge and release each other from all rights, obligations and claims of any nature from the Prior Lease.

SPECIAL PROVISIONS – MILLS BUILDING
STATE OF KANSAS
TOPEKA, KANSAS

SIGNATURE PAGE

______________________________ 6-24-15
Lessor (Mills Building, LLC) Date

______________________________ 6-24-15
Lessee (Kansas Department of Revenue) Date

FIRST AMENDMENT TO LEASE

This constitutes a First Amendment between Scott Family Partnership, LLC, as LESSOR ("First Party") and the Kansas Department for Revenue (KDOR) LESSEE ("Second Party") to their current Real Estate Lease Agreement.

The parties mutually agree that the real estate lease agreement for the premises located at 120 SE 10th Ave., Topeka, Kansas, 66603, is hereby amended as follows.

1. This amendment changes the lease term start date for the original real estate lease agreement, from October 1, 2015 to February 1, 2016.

2. This amendment changes the lease term end date for the original real estate lease agreement, from September 30, 2040 to January 31, 2042.

3. Site and Space Access Rights Prior to Occupancy of Space- The Lessor agrees to allow Lessee, and any of Lessee's vendors or contractors, access to the demised space prior to the established occupancy date. Such access, however, does not constitute lease occupancy for purposes of establishing rental payments. Such site visits and vendor access shall be scheduled in advance whenever possible or practical. In addition, representatives of the State shall have the right to inspect the premises to determine whether the space is in full compliance with the terms of the Real Estate Lease Agreement and RFP specifications.

4. Special Provision #7 in the Real Estate Lease Agreement is hereby deleted and amended as follows:

   Special Provision # 7
   Fixed Rent and Renewal Option

   The Lessee agrees to pay to Lessor in equal quarterly payments for each lease year based upon the schedule listed below to rent 53,000 square feet of property. These payments shall be due on February 1st, May 1st, August 1st, and November 1st of each year of the Lease. Lessor shall complete its work and tender the space on or before February 1, 2016. Fixed Rent shall commence on February 1, 2016, even if Lessee elects to occupy the described property on any other day than the first of the month.

   Lessor agrees to allow Lessee to occupy space as it becomes available and deemed substantially complete by the project architect prior to February 1, 2016 without payment of rent.

   Lease year 2/1/2016, $208,687.50 quarterly (every 3 months) a rate of $15.75 per rentable square foot.
   Lease year 2/1/2019, $218,095.00 quarterly (every 3 months), a rate of $16.46 per rentable square foot.
   Lease year 2/1/2022, $227,900.00 quarterly (every 3 months), a rate of $17.20 per rentable square foot.
   Lease year 2/1/2025, $238,102.50 quarterly (every 3 months), a rate of $17.97 per rentable square foot.
   Lease year 2/1/2028, $248,835.00 quarterly (every 3 months), a rate of $18.78 per rentable square foot.
   Lease year 2/1/2031, $260,097.50 quarterly (every 3 months), a rate of $19.63 per rentable square foot.
   Lease year 2/1/2034, $271,757.50 quarterly (every 3 months), a rate of $20.51 per rentable square foot.
   Lease year 2/1/2037, $277,455.00 quarterly (every 3 months), a rate of $20.94 per rentable square foot.
   Lease year 2/1/2040, $290,307.50 quarterly (every 3 months), a rate of $21.91 per rentable square foot.

FIRST AMENDMENT TO LEASE

With 60 days notice, Lessee may renew this lease for two, five-year renewal options, terms to be negotiated at time of renewal.

5. Special Provision #8 in the Real Estate Lease Agreement is hereby deleted and amended as follows:

<u>Special Provision # 8</u>
<u>Operating Costs</u>

The Lessee agrees to pay to Lessor the Operating Costs above the 2016 base year on an annual basis subject to the limitations provided below. Lessor shall provide Lessee a detailed account summary with invoices, or other reasonable evidence, of the amount of the Operating Costs within a reasonable period following the conclusion of each State of Kansas fiscal year on June 30th for the period from the Lease commencement date for the first lease year and from the prior July 1 in all other lease years. Lessee shall pay to Lessor the amount of the annual Operating Costs within sixty (60) days following its receipt of the detailed account. In the event of the termination or expiration of this Lease, Lessee shall pay Lessor within sixty (60) days following such termination or expiration the amount of the Operating Costs accrued to the date of such expiration or termination as reasonably detailed by Lessor, which payment obligation shall survive such expiration or termination.

"Operating Costs" of the building shall include only Real Estate taxes, utilities and insurance. Operating Costs above the 2016 base year shall be capped as follows:

Years 1-7	25 cents per square foot/per year increase over the prior year's additional Operating Costs
Years 8-17	40 cents per square foot/per year increase over the prior year's additional Operating Costs
Years 18-25	60 cents per square foot/per year increase over the prior year's additional Operating Costs

The actual Real Estate Taxes and Lessor's insurance premiums for insurance policies obtained by Lessor according to good property ownership practices and its lender's requirements, including, but not limited to, fire and extended casualty insurance shall be included in Operating Costs, <u>but shall not</u>, in any event, include any insurance premiums for comprehensive general liability insurance and business interruption coverage related to the Leased Property applicable during the term of this Lease. The Lessor will provide the Lessee a detailed summary with tax receipts and paid insurance invoices of the Lessor's actual Real Estate Taxes and insurance premiums expended each calendar year, or portion thereof, during the term of this Lease, promptly following receipt of the Real Estate Taxes statement for such calendar year.

On or before the Lease commencement date and each anniversary date thereof, Lessor shall provide Lessee with a certificate(s) of insurance to evidence Lessor's insurance policies are in full force and effect. Upon request from Lessee, Lessor hereby agrees to obtain at least three (3) competitive bids for insurance coverage, and Lessor agrees to select the lowest qualified bid which provides all of the required coverages set forth herein.

FIRST AMENDMENT TO LEASE

"Real Estate Taxes" shall mean: (i) all ad valorem taxes (adjusted after protest or litigation, if any) for any part of the term of this Lease; (ii) any taxes which shall be levied or required to be paid in lieu of any such ad valorem taxes; and (iii) occupational taxes or excise taxes levied on rentals derived from the operation of the Leased Property or the privilege of leasing property.

Upon a timely and reasonable request from Lessee, Lessor hereby agrees to appeal the Real Estate Taxes for the Premises. Lessee hereby agrees to cooperate with Lessor in prosecuting any such appeal and that the costs of the appeal shall be included in Operating Costs and any savings resulting from a successful appeal shall be used to reduce Operating Costs.

6. Special Provision #17 in the Real Estate Lease Agreement is hereby deleted and amended as follows:

   <u>Special Provision #17</u>
   <u>Termination for Fiscal Necessity</u>

   Except as to termination pursuant to Paragraphs 7, 8 or 9 of the Base Lease or Special Provision #18, Lessee shall have the right to terminate this Lease for fiscal necessity only by giving Lessor thirty (30) days prior written notice of the right to terminate, setting forth the date of termination which shall be the last day of a month. Lessee will reimburse Lessor for all tenant improvements, leasing commissions, and related cost incurred by Lessor as per Exhibit B. Such improvement and related cost shall include expenditures for tenant improvements to the leased property but excludes any allowance provided to the Lessee. This amount shall be determined as per Exhibit B. Lessee shall pay to Lessor the unamortized improvements and related cost within ninety (90) days after delivering the notice of termination. Lessee shall receive credit for any prepaid rent applicable after the early termination date toward the unamortized cost and Lessee shall be reimbursed for any overage as a result of prepaid rent.

   The amortization interest rate shall be the same interest rate as the Lessor is paying to the Lessor's Lender to finance the improvements. The initial carpet and interior paint shall be amortized on a ten (10) year amortization schedule. Carpet replacement and painting of the office space as outlined in Special Provision number eleven (11) shall be amortized on a ten (10) year schedule from the date the project is completed. The amortization interest rate shall be the then current interest rate paid by Lessor.

7. Special Provision #18 is hereby added to the Real Estate Lease Agreement and is as follows:

   <u>Special Provision #18</u>
   <u>Late Occupancy</u>

In the event occupancy cannot be delivered by February 1, 2016, the rental payment will be prorated accordingly if the described property is occupied on any other day than the first of

FIRST AMENDMENT TO LEASE

the month. In the event that the Lessor falls behind schedule and this project will be uncompleted and unfinished by the lease commencement date, unless delayed by fire, tornado, or other acts of God, the Lessor will notify the Lessee in a timely manner and then the Lessor shall credit the Lessee in the tenth month of the lease the amount of $1,500.00 per day for each calendar day beyond February 1, 2016. In the event occupancy cannot be delivered by March 1, 2016, the Lessor will notify the Lessee in a timely manner and then the Lessor shall credit the Lessee in the twentieth month of the lease the amount of $1,500.00 per day for each calendar day beyond March 1, 2016 that the project is not fully occupied by the Lessee. The said amounts are fixed and agreed on by and between the Lessor and the Lessee because of the impracticability and extreme difficulty of fixing and ascertaining the true value of the damages which the Lessee will sustain by failure of the Lessor to achieve completion on time. In the event full occupancy cannot be delivered by March 31, 2016 and it is not due to circumstances beyond the control of Lessor or caused by Lessee, Lessee shall have the option to terminate the Lease with no cost to the Lessee.

All other terms and conditions contained in the Primary Lease, dated February 10, 2015, as well as Exhibits and Riders to the Primary Lease shall be applicable to this addendum to the Lease. Additionally, unless specifically modified, all terms and conditions of the Primary Lease remain unchanged and in full effect.

Lessor (Scott Family Partnership, LLC)	7/22/2015 Date
Lessee (KDOR)	7/23/2015 Date
Daniel J. Carroll Attorney, Department of Administration	7-23-15 Date
Director of Office of Facilities and Property Management, Department of Administration	7/23/15 Date
Deputy Sec. Secretary of Administration	7-23-15 Date

JCSBC
2-2-2016
Att.11.--091

State of Kansas
DA-46 (Rev 10/14)

Department of Administration
Division of Facilities and Procurement Management

REAL ESTATE LEASE AGREEMENT

NOTICE TO LESSOR AND LESSEE: PURSUANT TO THE REQUIREMENTS OF K.S.A.75-3730, 3739 (1) and 3743, as amended. NO LEASE AGREEMENT IS EFFECTIVE NOR MAY EXPENDITURES BE MADE UNTIL THE AGREEMENT HAS BEEN SIGNED AND THE REQUIRED APPROVALS AFFIXED HERETO. Clauses printed in this contract are considered mandatory and may only be supplemented by a special provision approved by the Department of Administration.

CONTRACT PARTIES

LESSOR (First Party or 1st Party)

Contact Person: Elaine Scott

LESSOR NAME: Scott Family Partnership, LLC

Address: 403 NW Timberbrook DR City: Lee Summit

State: Missouri Zip Code: 64081

Telephone: (816) 554-0522 Fax:

Email Address:

Type of Firm: ○ Individual ○ Partnership ○ Corporation ○ Government ● L.L.C.

Taxpayer Identification No.: 27-4549691

LESSEE (Second Party or 2nd Party)

Contact Person: Kevin Fulton

LESSEE NAME: Kansas Department of Revenue

Address: 901 S. Kansas City: Topeka

State: Kansas Zip Code: 66603

Email Address: kevin_fulton@kdor.state.ks.us

Telephone: (785) 296-2448 Fax:

Leased Property Description: 53,000 square feet at the Scott Building

Street Address: 120 SE 10th Ave City: Topeka

County: Shawnee State: Kansas Zip Code: 66603

WITNESSETH, that First Party, in consideration of the rents, covenants and agreements of Second Party, hereinafter set forth, does let, lease and rent to Second Party the above described property

JCSBC
2-2-2016
Att.11.--092

1. **TERM:**
To have and hold the same for the term of:
(a) Lease Term begin date: 10/1/2015 (mm/dd/yyyy)
(b) Lease Term end date: 9/31/2040 (mm/dd/yyyy)
(c) Length: 25 years, 0 months

2. **RENTAL PAYMENTS:**
Second Party agrees to pay equal ○ monthly ● quarterly ○ semi-annual ○ annual installments of $208,687.50 commencing on the 1st day of 10/01/2015 and on the 1st day of each corresponding payment period thereafter until the term of this lease ends; or in concurrence with payment schedule in Special Provision 7 .
Rental payment for the first month shall be prorated if the above described property is not available for occupancy by the beginning date of the lease. The final payment shall be prorated for any partial month payment that may be due.
The space herein above described contains 53,000 square feet of space for office use at the rate of $15.75 per square foot per annum; xx square feet of floor space for records and property storage use at the rate of $xx per square foot per annum; and xx (square feet of floor space) (acres, more or less) for other use (specify): xx at the rate of $xx per square foot per annum or per acre. Rental payments include the cost to lease the existing premises and any improvements made to the premises.

3. **USE OF PREMISES:**
Second Party shall have the full and unrestricted use of the premises for the term of this lease or any renewals thereof, for the following purpose: Conduct the business of the State of Kansas .
The approximate Full-Time Equivalent (FTE) employee working on these premises is 335

4. **UTILITIES:**
Public Utilities shall be paid for by the First (1st) Party, Second (2nd) Party, Third (3rd) Party, Occupant or Other as follows:

(a) Electricity		First Party	
(b) Water		First Party	
(c) Telephone		Second Party	
(d) Gas		First Party	
(e) Heat		First Party	
(f) Other, please list	XX	Choose an item.	

JCSBC
2-2-2016
Att.11.--093

5. ADDITIONAL SERVICES:

Additional Services shall be paid for by the First (1st) Party, Second (2nd) Party, Third (3rd) Party, Occupant or Other as follows:

(a) Grounds Maintenance, landscaping, parking areas, entrances and sidewalks	First Party	
(b) Snow Removal	First Party	
(c) Pest Control	First Party	
(d) Custodial Service of Leased Area	Second Party	
(e) Custodial Service of Common Area	First Party	
(f) Other, please list xx	Choose an item.	

6. SUBLETTING:

Second Party shall have the right to sublet any or all of the space herein leased to any other State agency for the same or a comparable use. Second Party may not assign or sublet said premises to any private person without the written consent of First Party, said consent not to be unreasonably withheld. Lessee will notify Lessor if any sublet action occurs. If Second Party sublets to another State agency, Second Party's obligation to pay the rent herein shall cease, provided, however, any such sub-tenant shall be bound by all conditions of this lease for the balance of the term.

7. REPAIR OF PREMISES:

The First Party will pay the costs and maintain in good repair the walls, windows, floor coverings, shell, structure, elevators, stairs, roof, grounds, sidewalk and off-street parking area of the lease facility. Such items shall be maintained at a condition not less than the condition of the said items at initial lease signing. First Party will be responsible for repairs and/or replacements in heating, ventilation and air-conditioning (HVAC), plumbing, electrical, mechanical and related fixtures and appliances. The First Party is responsible for meeting all applicable local and State building codes, ordinances, standards and regulations. The First Party will provide Second Party with a list of persons or firms to contact in case of an emergency due to failure of the above facility components. If the facility, fixtures or Second Party contents are damaged as a result of failure of the items listed above, First Party agrees to pay the costs to repair or replace the contents and fixtures and to restore the facility to a condition not less than the condition at the time of initial lease signing. First Party agrees to authorize the Second Party to contract with a Third Party for maintenance repairs that are not corrected within three (3) days of notification. The First Party further agrees to authorize the Second Party to pay invoices for the maintenance repairs that remain unpaid thirty (30) days after their submittal to the First Party. First Party authorizes Second Party to deduct the amount of said paid invoices from rental payments due and owing. In the event First Party fails to make repairs and/or replacements within thirty (30) days and the Second Party elects not to contract for such services and deduct the cost from the rental payments, Second Party may terminate this Lease with ten (10) days notice to First Party and the obligation to occupy and to make rental payments shall cease. Interior repairs of damage caused by Second Party shall be paid for by Second Party. Second Party will submit written requests for decoration and other remodeling items to First Party for approval. Approved decoration or remodeling will be provided by First Party and upon receipt of invoice. Second Party will reimburse First Party for said decoration of remodeling costs.

8. UN-TENANTABLE PREMISES:

If these premises shall be damaged by fire, casualty, natural disaster or other cause so as to be un-tenantable, the rental payments shall abate from the date of such damage and shall not resume until premises are restored to tenantable condition, provided, however, if the damage so caused shall render restoration by First Party impossible within sixty (60) days of the time of such damage, Second Party may elect to void this lease and the obligation to occupy and to make rental payments, shall cease from the date of said damage. Any prepaid rent shall be returned to Second Party for the period the premises are un-tenantable.

Should at any time, during the term of this lease, hazardous substances, chemicals or odors be discovered in the lease building in amounts determined by the appropriate State agency to be unacceptable, the Lessor will have sixty (60) days from date of written notice by the Lessee to satisfactorily dispose of the hazardous substances, chemicals or odors by a State pre-approved vendor or the Lessee may terminate the lease after said sixty (60) day period with no penalty to the Lessee.

In the alternative, if the First Party fails to comply with the terms of this provision, the Lessee may contract for the abatement and disposal of the above hazardous substances, chemicals or odors and the Lessor consents to the reduction of lease payments for the costs of abatement and disposal.

In addition, the obligation to occupy the leased premises and to make rental payments shall cease from the date of discovery of the hazardous substances. If conditions require the evacuation of the premises and relocation, Second Party may elect to void this lease and the obligation to occupy and make rental payments shall cease from the date of discovery of the hazardous substances. The First Party shall be responsible for relocation costs. Any prepaid rent shall be returned to Second Party for the period the premises are un-tenantable.

9. TERMINATION FOR CAUSE:

Should the First Party apply (i) for consent to the appointment of a receiver, trustee, custodian or liquidator of First Party, or of all of a substantial part of the assets of First Party, (ii) be unable, fail or admit in writing its inability to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) have an order for relief entered against it under applicable bankruptcy law, or (v) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of insolvency law or any answer admitting the material allegations of a petition filed against First Party in any bankruptcy, reorganization or insolvency proceeding, after thirty (30) days written notice, the Second Party may terminate this lease agreement.

10. TERMINATION FOR FISCAL NECESSITY:

Notwithstanding any other provision of this lease, if funds anticipated for the continued fulfillment of this lease agreement are at any time not forthcoming, either through failure of the Legislature to appropriate funds specifically budgeted for this lease or the discontinuance or material alteration of the program under which funds were provided, then Second Party shall have the right to terminate this lease by giving First Party a reasonable notice specifying the reasons for such necessary termination. The termination of the lease pursuant to this paragraph shall not cause any penalty to be charged to the State agency. Any prepaid rent shall be returned to Second Party for the period following the termination date.

11. AUTOMATIC HOLD OVER:
This lease agreement, if not previously terminated, shall automatically expire at the end of the term specified unless Second Party shall have renewed the lease pursuant to Special Provision 2. However, Second Party shall be allowed to hold over after the end of the term and Second Party shall be a tenant from month to month at the same terms and conditions as contained herein. This hold over tenancy shall expire after a maximum of six (6) months unless written approval of the Secretary of Administration is secured.

12. REMOVAL OF PERSONAL PROPERTY:
All personal property placed, installed or constructed upon the premises by Second Party during occupancy, which may be removed at any time by Second Party at the end of the term without substantial damage to the real estate, shall be and remains the sole property of Second Party and may be removed. If substantial damage would occur, Second Party may elect to remove the property and restore the premises.

13. AGREEMENT WITH KANSAS LAW:
This Lease Agreement shall be subject, governed by and construed according to the laws of the State of Kansas.

14. ANTI-DISCRIMINATION CLAUSE:
First Party Agrees:

(a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. S 12101 et seq.) ("ADA") and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry or age in the admission or access to, or treatment or employment in its programs or activities;
(b) to include in all solicitations or advertisements for employees the phrase "equal opportunity employer";
(c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S. A. 44-1116;
(d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor;
(e) that failure to comply with the reporting requirements (c) above, or if First Party is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of the contract;
(f) if Second Party determines that First Party has violated applicable provisions of the ADA, that violation shall constitute a breach of contract;
(g) if (e) or (f) occurs, the contract may be canceled, terminated or suspended in whole or in part by the State. The obligation to occupy and to pay any unpaid balance or rental payments shall cease from the date of cancellation, termination or suspension. Any prepaid rent shall be returned to Second Party from the cancellation date.

Parties to this contract understand that subsection (b) through (e) of this paragraph, number 14 are not applicable to First Party who employ fewer than four (4) employees or whose contract with this State agency totals $5,000 or less during any fiscal year.

15. BINDING EFFECT:
The terms and conditions of this Lease shall be binding upon the parties, their heirs, agents, administrators,

executors or legal successors.

16. RESPONSIBILITY FOR TAXES:
The State of Kansas shall not be responsible for, nor indemnify, First Party for any federal, state or local taxes, fees or assessments which may be imposed or levied upon the subject matter of the lease.

17. LIABILITY FOR DAMAGES:
Notwithstanding any language to the contrary, the State shall not be responsible for any damages caused by the public or its employees except as provided in the Kansas Tort Claims Act, K.S.A. 75-6101 et seq., as amended.

18. ACCESSIBILITY:
If the Department of Administration determines that improvements or changes are required for Second Party to comply with the minimum standards for accessible design, First Party agrees to make all improvements or changes within a reasonable period of time as determined by the Department of Administration. (Refer to the Americans with Disability Act Accessibility Guidelines, ADAAG: also reference K.S.A. 58-1301 et seq.). If the improvements or changes have not or cannot be completed, the Department of Administration may require Second Party to terminate this lease upon the giving of 120 days notice in writing to First Party. The obligation to occupy and make rental payments shall cease from the date of termination. Any prepaid rent shall be returned to Second Party from that date. Waiver of any element of this provision must be sought through application to the Director of Facilities and Procurement Management with the recommendation of the ADA Coordinator and can only be granted by the Secretary of Administration. Such waiver must be attached to and incorporated into this contract (reference Special Provision 4).

The following minimum standards for accessible space shall be required (ADA Checklist, Checklist for Existing Facilities):

1. Accessible parking, if parking is included in this contract.
2. An accessible route from an accessible entrance to primary function area (includes elevator if required to access other levels.
3. Accessible toilets.

19. ENERGY:
HVAC Performance: General office and common area shall be heated in the winter to maintain the space environment at 68 – 74 degrees Fahrenheit (F) with a relative humidity of 20 – 30 % and cooled in the summer at 68 – 78 degrees F with a relative humidity of 40 – 60 %. The HVAC system must be capable of maintaining +/- two (2) degrees F of the thermostat setting. As a guide, an adequately sized air distribution system shall provide 4 – 10 air changes per hour. HVAC equipment shall be properly sized and balanced to meet design conditions. Each zone provided shall be equipped with programmable thermostatic controls, capable of a 55 degree F night/weekend setback in the heating mode and a 85 degree F night/weekend set-up in the cooling mode.

Heating system efficiency will not be less than 80% steady state at full load for natural gas boilers or furnaces. Air conditioning equipment will meet or exceed the performance ratings required under Federal and State guidelines. A seven-day programmable time device will control all air handling systems where applicable controls exist. Minimum ventilation rates will be capable of 15 cubic feet per minute per person during occupied hours and

automatically reduced during off-work hours. Buildings are to be in full compliance with the ANSI/ASHRAE/IESNA Standard 90.1 latest edition, Energy Design of New/Existing Commercial Buildings.

Telecommunication, Computer, UPS and server room(s) require air conditioning systems designed to ensure proper environmental requirements are met. These rooms shall be maintained between 65 & 72 degrees F. The HVAC system must be capable of maintaining +/- two (2) degrees F of the thermostat setting. This condition must be maintained 24 hours a day, seven (7) days a week. HVAC shall be thermostatically controlled within the room and be independent of the house system.

Two Kansas Administrative Regulations, (1-66-1 and 1-66-3), became effective February 4, 2011, requiring the completion of an energy audit for lease space. The K.A.R's require that each new lease, lease renewal or extension must include an energy audit for lease property. In the event the energy audit indicates that the lease space uses an excessive amount of energy, the owner or lessor is required to implement cost effective energy conservation measures that are approved by the Secretary of Administration to eliminate excessive amounts of energy usage.

20. ADDITIONAL REQUIRED DOCUMENTS CHECKLIST:

The following documents must be submitted with the signed Lease:

1. The Energy Star Portfolio Manager offers a self-performed audit. Please go to: http://www.energystar.gov/buildings/facility-owners-and-managers/existing-buildings/use-portfolio-manager and create an account. An approved substitute energy audit may be submitted in lieu of the Energy Star Portfolio Manager.
2. A Tax Clearance Certificate application may be obtained from the Kansas Department of Revenue at the following address: http://www.ksrevenue.org/taxclearance.html.
3. A self-performed Americans with Disabilities Act (ADA) Checklist is available at the Department of Administration's webpage under the Resources Section at the following address: http://admin.ks.gov/offices/ofpm/real-estate-leasing.

21. SPECIAL PROVISIONS:

The following Special Provisions indicated by an check mark and numbered as listed hereafter or those additional numbered Special Provision contained on an attachment, are made a part hereof and incorporated into this contract.

The following Special Provisions apply: [3] (marked by an X in the checkboxes below)

Spec. Prov. 1. ☐ **Termination Prior to Expiration of Term:** Notwithstanding the length of the term, Second Party may terminate this lease at any time prior to the expiration of the term upon the giving of [ ] days notice in writing to First Party.

Spec. Prov. 2. ☐ **Renewal:** By the giving of notice in writing to First Party at least [ ] days prior to the end of the term specified, Second Party may renew this lease for an additional term of [ ] under the same rent, conditions and terms set out herein.

Spec. Prov. 3. ☒ **Parking:** First Party shall furnish to Second Party off-street parking for [45] motor vehicles upon land adjacent to the leased facility.

Spec. Prov. 4. ☐ **Waiver:** A waiver to the Accessibility Standards as specified in paragraph 18 above is attached and incorporated in this contract and made a part hereof.

Spec. Prov. 5. ☐ **Liquidated Damages:** Should the premises not be available for occupancy on the first day of the lease term, the Lessee will have no obligation to make rental payments until occupancy is available. The Lessor agrees that liquidated damages in the amount of [$] per day shall be deducted from subsequent rental payments due from the Lessee, for the period from the first day of the lease term until the premises are ready for occupancy. If the premises are not available for occupancy [ ] days after the first day of the lease term, Lessee may terminate the Real Estate Agreement.

Spec. Prov. 6. ☐ The request for Proposal and the Bidder's Response to the RFP [#] including the Bidder's counter offer and best and final offer and all supporting documents, shall be incorporated into and made a part of this lease agreement.

22. ADDITIONAL SPECIAL PROVISIONS:
Additional Special Provisions, if any, should be set out on a separate sheet beginning with Number Seven (7). Special Provisions must be listed in numerical order to be considered effective to bind the First Party and Second Party to this agreement. Additionally, First Party and Second Party must sign their names immediately following the last listed Additional Special Provision on the attached sheet.

The following Additional Special Provisions apply: [7,8,9,10,11,12,13,14,15,16 & 17]

APPROVALS OF LESSOR & LESSEE

Elaine G. Scott
Lessor

1/5/2015
Date

CERTIFICATION STATEMENT: I certify that the lease agreement is entered into within the authority of the law, is with my approval and that the person signing the same for the State immediately below is authorized to do so.

Lessee

2-5-15
Date

APPROVALS OF THE STATE OF KANSAS: For Use by State of Kansas Signatories Only

Sarah L. Shipman
Attorney, Department of Administration

2/10/15
Date

Mark J. McAnarney
Director of Facilities and Procurement Management

2/10/15
Date

James T. Clark
Secretary of Administration

2/10/15
Date

SPECIAL PROVISIONS – SCOTT BUILDING
STATE OF KANSAS
TOPEKA, KANSAS

These Special Provisions – Scott Building ("Special Provisions") are executed by Scott Family Partnership, LLC, ("Lessor") and the Kansas Department of Revenue ("Lessee").

Simultaneous with the execution of these Special Provisions, the parties are executing a Real Estate Lease Agreement ("Base Agreement") concerning certain Leased Property located at 120 SE 10th Ave., Topeka, Kansas 66612, and these Special Provisions amend, modify, and supplement the Base Agreement provisions and by this reference are incorporated into the Base Agreement. In the event of any inconsistency between these Special Provisions and the Base Agreement provisions, the Special Provisions shall control. The term "Lease" shall refer to the Base Agreement as amended, modified and supplemented by these Special Provisions.

Now therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby irrevocably acknowledged, the parties hereby execute these Special Provisions.

Special Provision # 7
Fixed Rent and Renewal Option

The Lessee agrees to pay to Lessor in equal quarterly payments for each lease year based upon the schedule listed below to rent 53,000 square feet of property. These payments shall be due on January 1st, April 1st, July 1st and October 1st of each year of the Lease. Lessor shall complete its work and tender the space on or before September 1, 2015, then Fixed Rent shall commence on October 1, 2015, even if Lessee elects not to occupy the described property on any other day than the first of the month.

Lease year 10/1/2015, $208,687.50 quarterly (every 3 months) a rate of $15.75 per rentable square foot.
Lease year 10/1/2018, $218,096.00 quarterly (every 3 months), a rate of $16.46 per rentable square foot.
Lease year 10/1/2021, $227,900.00 quarterly (every 3 months), a rate of $17.20 per rentable square foot.
Lease year 10/1/2024, $238,102.50 quarterly (every 3 months), a rate of $17.97 per rentable square foot.
Lease year 10/1/2027, $248,835.00 quarterly (every 3 months), a rate of $18.78 per rentable square foot.
Lease year 10/1/2030, $260,097.50 quarterly (every 3 months), a rate of $19.63 per rentable square foot.
Lease year 10/1/2033, $271,757.50 quarterly (every 3 months), a rate of $20.51 per rentable square foot.
Lease year 10/1/2036, $284,080.00 quarterly (every 3 months), a rate of $21.44 per rentable square foot.
Lease year 10/1/2039, $296,932.50 quarterly (every 3 months), a rate of $22.41 per rentable square foot.

With 60 days notice, second party, Revenue, may renew this lease for two, five-year renewal options, terms to be negotiated at time of renewal.

Special Provision # 8
Operating Expense Clause

The Lessee agrees to pay to Lessor the operating expenses above the 2016 base year on an annual basis subject to the limitations provided below. Lessor shall provide Lessee a detailed account summary with invoices, or other reasonable evidence, of the amount of the operating expenses within a reasonable period following the conclusion of each State of Kansas fiscal year on June 30th for the period from the Lease commencement date for the first lease year and from the prior July 1 in all other lease years. Lessee shall pay to Lessor the amount of the annual operating expenses within sixty (60) days following its receipt of the detailed account. In the event of the termination or expiration of this Lease, Lessee shall pay Lessor within sixty (60) days following such termination or expiration of the amount of the operating costs accrued to the date of such expiration or termination as reasonably detailed by Lessor, which payment obligation shall survive such expiration or termination.

The term "operating expenses" of the building shall include only taxes, utilities and insurance. Additional operating expenses above the 2016 base year shall be capped as follows:

Years 1-7	25 cents per square foot /per year increase over the prior year's additional operating cost
Years 8-17	40 cents per square foot /per year increase over the prior year's additional operating cost
Years 18-25	60 cents per square foot/per year increase over the prior year's additional operating cost

The actual Real Estate Taxes and Lessor's insurance premiums for insurance policies obtained by Lessor according to good property ownership practices and its lender's requirements, including, but not limited to, fire, extended casualty insurance shall be included in operating expenses, but shall not, in any event, include any insurance premium for comprehensive general liability insurance and business interruption coverage related to the Leased Property applicable during the term of this Lease. The Lessor will provide the Lessee a detailed summary with tax receipts and paid insurance invoices of the Lessor's actual Real Estate Taxes and insurance premiums expended each calendar year, or portion thereof, during the term of this Lease, promptly following receipt of the Real Estate Taxes statement for such calendar year.

On or before the Lease commencement date and each anniversary date thereof, Lessor shall provide Lessee with a certificate(s) of insurance to evidence Lessor's insurance policies are in full force and effect. Upon request from Lessee, Lessor hereby agrees to obtain at least three (3) competitive bids for insurance coverage, and Lessor agrees to select the lowest qualified bid which provides all of the required coverages set forth herein.

"Real Estate Taxes" shall mean: (i) all ad valorem taxes (adjusted after protest or litigation, if any) for any part of the term of this Lease; (ii) any taxes which shall be levied or required to be paid in lieu of any such ad valorem taxes; and (iii) occupational taxes or excise taxes levied on rentals derived from the operation of the Leased Property or the privilege of leasing property.

Upon a timely and reasonable request from Lessee, Lessor hereby agrees to appeal the Real Estate Taxes for the Premises. Lessee hereby agrees to cooperate with Lessor in prosecuting any such appeal and that the costs of the appeal shall be included in operating expenses and any savings resulting from a successful appeal shall be used to reduce operating expenses.

Special Provision # 9
Tenant Allowance

The Lessee shall receive an allowance from the Lessor equal to $200,000.00 (the "Allowance") to use at the Lessee's discretion for moving expenses. Any funds remaining from the Allowance are the property of the Lessee and shall be conveyed to the Kansas Department of Administration for services rendered upon request to Lessor by certified funds. Payment shall be made within ten (10) business days upon receipt of invoice.

Special Provision # 10
Carpet and Painting Improvements

Additionally, both parties mutually agree the following property improvements will be made by the Lessor, at the Lessor's expense by the timelines subsequently listed:

A. Carpet Replacement: At year ten (10) during the term hereof, Lessor, at no cost to the Lessee, shall replace the carpet with 50 cm x 50 cm carpet squares with a loop construction designed for heavy wear (density of not less than 20-18 ounce weight with a high performance synthetic backing) or current agency specifications of a similar grade installed in the building at the time of the commencement of this Lease, and shall be completed within the immediately following lease year. The selection of carpet materials will be made by Lessee from several choices presented by the Lessor and should take into account the normal amount of wear and tear associated with Lessee offices.

B. Interior Paint: At year ten (10) during the term hereof, Lessor, at no cost to the Lessee, shall paint the interior portions of the building, including steel doors and frames, and such repainting shall be completed in accordance with carpet replacement within the immediately following lease year, as applicable, in each case. The selection of paint/finish materials will be made by Lessee from several choices presented by the Lessor of similar quality to the paint in the building at the time of the commencement of this Lease and should take into account the normal amount of wear and tear associated with Lessee's offices.

Special Provision # 11
Building Improvements; Inspection; Commencement; Costs

A. Lessor's Building Improvements. Lessor will complete the following building upgrades and improvements:

a. Upgradged HVAC system which includes fans, related piping and ductwork as needed on occupied floors

b. Upgraded plumbing system, fixtures, and ADA restrooms.

c. Upgraded control system on both heating and cooling.

d. Upgraded access card system for main entry and exit point to be compatible with current State of Kansas card system.

e. New entrance, elevator and stair on west side of building.

f. New lighting and ceiling tile.

g. New electrical and fire alarm system throughout building.

h. New windows, window treatments, door and door frames.

B. Tenant Improvements: Lessor will complete the following tenant upgrades and improvements prior to tenant occupancy:

a. Construct offices, break rooms, storage rooms as per Architect's plans and as approved by the Lessee.

b. Install new carpet squares throughout building.

c. New electrical to code for remodeled space.

d. Landlord shall install CAT 6 wiring in the building to network the buildings data system.

e. New paint throughout space including restrooms, all lobbies and stairwells.

C. Lessee's Inspection and Acceptance of Lessor's Improvements. Lessor shall notify Lessee at least thirty (30) days prior to the anticipated date that Lessor's Improvements will be substantially completed so that the Leased Property will be Ready for Occupancy. "Ready for Occupancy" shall mean the date on which the Lessor's Improvements have been substantially completed in accordance with the Plans and Specifications (as modified), and all applicable building codes, ordinances, standards and regulations takes place; and the local governmental organization(s) having authority has issued a building occupancy permit or inspected the property and given approval for occupancy, so that Lessee can legally occupy and utilize the Leased Property for its intended use. Lessee shall have the right to inspect the Lessor's Improvements following such notification by Lessor, at a time convenient to the parties and Lessor's contractors. On or before thirty (30) days following the date of such notification by Lessor ("Punch List Date"), Lessee shall provide Lessor a "punch list" of all non-conforming work, which work was to be performed by Lessor under this provision. Lessee shall be deemed to have accepted Lessor's Improvements and the Leased Property in all respects except for those items which are listed on punch lists delivered to Lessor prior to Lessee's Punch List Date. As soon as reasonably possible, Lessor shall cause its contractors to perform or correct the Non-conforming Work timely specified by Lessee on its punch list. Should the premises not be available for occupancy on the first day of the lease term, the Lessee will have no obligation to make rental payments until occupancy is available.

D. Lessor shall provide the Department of Revenue the name and federal identification number (FIN) for all major and sub-contractors providing work as noted in Special Provision #11, Exhibit A and future work as provided for Lessee.

Special Provisions # 12
Plans and Specifications

A. The Plans and Specifications for Lessor's Improvements as referenced in Special Provision #11 B are attached hereto as Exhibit A.

Special Provisions # 13
Miscellaneous Provisions

A. Taxes on Lessor's Property. Lessor shall be responsible for and shall pay before delinquency all municipal, county or state taxes assessed during the term of this Lease against any leasehold interest or personal property of any kind owned by or placed in, upon or about the Leased Property by Lessor. To the fullest extent permitted by law, Lessor shall indemnify Lessee, its officers, employees and the State of Kansas, and save them harmless from and any and all claims, actions, proceeding, damages, liabilities, judgments, fines, costs and expenses resulting out of or in connection with non-payment of taxes. This paragraph shall survive the expiration or termination of this Lease.

B. Notices. Any notice pursuant hereto shall be given in writing by (a) personal delivery, or (b) expedited delivery service with proof of delivery, or (c) United States Mail, postage prepaid, registered or certified mail, return receipt requested, sent to the intended addressee at the address set forth below (or such other address as Lessor or Lessee may designate in writing to the other upon a minimum of ten (10) days advance written notice), and shall be deemed to have been given either at the time of receipt or, in the case of expedited delivery service or mail, as of the date of first attempted delivery at the address. Any such notices may be under the signature of the Seller's or Buyer's (as the case may be) agent, attorney, or representative.

Lessor's Address:	Lessee's Address:
Scott Family Partnership, LLC Attn: Elaine Scott 403 NW Timberbrook DR Lee Summit, MO 64081	State of Kansas – Kansas Department Of Revenue Attn: Secretary of the Department of Revenue 901 S. Kansas Ave., 4th Floor Topeka, KS 66612

C. Governing Law. The laws of the State of Kansas shall govern the interpretation, performance and enforcement of this Lease.

D. Building Hours. The Building's business hours shall be Monday through Friday, from 7:00 a.m. to 6:00 p.m., except for holidays recognized by Lessee ("Building Hours"). Lessor shall provide heating and cooling and other routine building services during Building Hours. Lessor shall accommodate Lessee request for adjusted hours with notice given for Legislative session and other special circumstances as required.

E. The Lessor shall provide Lessee with list of all persons with 24 hour access rights to their space. These individuals will have to be screened by the Department of Revenue and must sign a confidentiality agreement and comply with all security procedures. During regular business hours all visitors, contractor and vendors shall be accompanied by Lessee or staff on the approved list.

F. Professional Management. The Lessor will engage a professional commercial real estate management company to operate the building.

Special Provisions # 14
Lessee's Use of the Premises

It is agreed by the parties that the Premises is to be used by Lessee only for office space. No other business shall be conducted in or on the Premises without Lessor's written consent, and Lessee shall not allow the Premises to be used for any unlawful purposes. Lessee agrees to obtain all required permits, governmental approvals or other approvals necessary to lawfully conduct its business within the Premises. If Lessee's use of the Premises shall be deemed to be unlawful in any way, Lessee shall modify its business to fully comply with law. Lessee agrees to fully comply with all laws, ordinances, orders and regulations affecting the Premises, and shall not commit waste thereon, or use or occupy the Premises for any purpose of business deemed extra-hazardous on account of fire or otherwise. Lessee further agrees to keep and care for the Premises in a reasonably clean and neat condition, and not to allow rubbish or trash of any kind to collect in, on or about the Premises.

Special Provisions # 15
Subordination

This Lease is and will be subject and subordinate in all respects to any mortgage or other loan documents in connection with Lessor's financing. While such subordination will occur automatically, Lessee agrees, upon request by and without cost to Lessor or any successor in interest, to promptly execute and deliver to Lessor or any lender such instrument(s) as may be reasonably required to evidence such subordination. If not in default, Lessee will be assured quiet enjoyment of the leased premises thru the lease term.

Special Provisions # 16
Estoppels

Lessee agrees that at any time and from time to time (but on not less than thirty (30) days' prior request by Lessor), Lessee will execute, acknowledge and deliver to Lessor a certificate indicating any or all of the following: (a) the commencement date and expiration date of this Lease; (b) that this Lease is unmodified and in full force and effect (or, if there have been modifications, that this Lease is in full force and effect, as modified, and stating the date and nature of each modification); (c) the date, if any, through which Fixed Rent and any other charges payable have been paid; (d) that to the best of Lessee's knowledge, no default by Lessor or Lessee exists which has not been cured, except as to defaults stated in such certificate; (e) that Lessee has no existing defenses or set-offs to enforcement of this Lease, except as specifically stated in such certificate; (f) provided such events have occurred, that Lessee has accepted the Premises and that all improvements required to be made to the Premises by Lessor have been completed according to this Lease; (g) that, except as specifically stated in such certificate, Lessee, and only Lessee, currently occupies the Premises; and (h) such other matters as may be reasonably requested by Lessor. Any such certificate may be relied upon by Lessor, its lenders and any prospective purchaser or prospective mortgagee, deed of trust beneficiary or ground lessor of all or a portion of the building.

Special Provisions # 17
Termination by Lessee for reason other than Fiscal Necessity

Lessee shall give Lessor 180 days prior written notice of the right to terminate, setting forth the date of termination which shall be the last day of a month. Lessee will reimburse Lessor for all tenant improvements, leasing commissions, and a portion of related cost incurred by Lessor. Such improvement and related cost shall include all expenditures for tenant improvements and remodeling to the leased property but excludes any allowance provided to the Lessee. This amount shall be determined at a later date as in Exhibit B added to the lease by amendment. Lessee shall pay to Lessor the unamortized improvements and related cost within ninety (90) days after delivering the notice of termination. Lessee shall receive credit for any prepaid rent applicable after the early termination date toward the unamortized cost and Lessee shall be reimbursed for any overage as a result of prepaid rent.

If the Lessee exercises it's right to terminate the lease within the initial ten (10) years of the lease the Lessee shall be responsible for one hundred percent (100%) of the unamortized building and tenant improvements which include all soft costs and leasing commissions. If Lessee exercises its option to terminate after month one hundred and twenty (120) of the lease the Lessee shall reimburse Lessor per the attached schedule (Exhibit B). Tenant improvements shall be amortized over twenty (20) years and or two hundred forty (240) months. The amortization interest rate shall be the same interest rate as the Lessor is paying to the Lessor's Lender to finance the improvements. The initial carpet and interior paint shall be amortized on a ten (10) year amortization schedule. Carpet replacement and painting of the office space as outlined in Special Provision number eleven (11) shall be amortized on a ten (10) year schedule from the date the project is completed. The amortization interest rate shall be the then current interest rate paid by Lessor.

Lessor (Scott Family Partnership, LLC) Date 1/5/2015

Lessee (Kansas Department of Revenue) Date 2/5/15

CORE/3002480.0002/103211823.4

EXHIBIT "A"

PLANS AND SPECIFICATIONS

As of 2/3/15

Changes and/or modifications to made at the mutual agreement of Lessor and Lessee with final Plans and Specifications to be inserted upon completion.

A-1

PROJECT

ARCHITECT One

908 S KANSAS AVE. #200 PHONE: 785 / 271-7010

TOPEKA, KANSAS 66612 FAX: 785 / 271-7020

WWW.ARCHITECTONEPA.COM

Scott Building Renovation for:

Kansas Department of Revenue

120 SE 10 Ave Topeka, Kansas

REVISIONS

PROJECT

Scott Building Renovation for:

Kansas Department of Revenue

120 SE 10 Ave Topeka, Kansas

ARCHITECT One
908 S KANSAS AVE. #200 PHONE: 785 / 271-7010
TOPEKA, KANSAS 66612 FAX: 785 / 271-7020
WWW.ARCHITECTONEPA.COM

PROJECT

REVISIONS

PROJECT

A-2

Scott Building Renovation for:

Kansas Department of Revenue

120 SE 10 Ave Topeka, Kansas

ARCHITECT One

WWW.ARCHITECTONEPA.COM

PROJECT

REVISIONS

A-3

Scott Building

SECTION	DESCRIPTION	Summary of Work
17329	Cutting and patching	As required for both interior and exterior improvements
17419	Construction Waste Management	Debris from demo and construction activity to landfill(s)
24119	Selective Structure Demo	As required to facilitate new Architectural Program Design
33000	Cast in Place Concrete - Sub	Although light, some cast in place concrete will be required; interior floors to be raised, others patched after new MEP below grade rough in is completed - exterior - sidewalk patch and repair in addition to possible civil related improvements at the parking lot.
33000	CIP Reinforcing	Structural reinforcing as required for SOW's detailed above
42000	Unit masonry	Including but not limited to; Misc. patch and repair of existing, new masonry walls as defined by the new Architectural Program Design, and potentially incorporated into the new exterior stair tower / elevator addition
42000	Unit Masonry Reinforcing	Structural reinforcing as required for SOW's detailed above
51200	Structural Steel Framing	Misc. structural steel as required for new window openings, new storefront window systems, handrails and the remodel/recycle of the exterior stair/elevator tower.
52100	steel joist framing	
53100	Steel decking	
55000	metal fabrications	
55213	Pipe and Tube rails	
61000	Misc. Rough Carpentry	As required for in wall back up, and any other appropriate structural and non structural architectural details
64023	Interior Archt Woodwork	Standing and running trim, at locations defined by architectural.
71326	self adhering sheet waterproofing	May or may not be required. Some waterproofing may be required through details associated with the new stair/elevator tower. Additional waterproofing may be required for improvements or remediation of the old coal chute - and the subsequent reconstruction/removal thereof.
71113	Bituminous Dampproofing	
74243	Composite Wall panels	The Penthouse is of single wythe masonry construction. Improvements must be made to ensure it does not leak. Composite wall panels are an option being considered.
75419	Roofing	Inspections, repairs and upgrades as defined by architect.
76200	Sheet metal Flashing and Trim	
77200	Roof Accessories	
78413	Penetrations fire stop	As defined by Code.
78446	Fire resistive joint systems	
79200	Joint Sealants	Includes both interior and exterior. Interior limited to latex, exterior - elastomeric as defined by locations identified by architectural details.
79500	Expansion Control	Div 5 related architectural expansion control may be required where the new stair/elevator tower is connected to the existing structure.
81113	HM doors and frames	New doors, frames and hardware throughout.
81416	Flush Wood doors	
87100	Door Hardware	
83113	Access doors and frames	as required to service the new MEP systems
84113	Alumn Entrances / store fronts	All existing exterior storefronts to be new. Interior glazing as required for door-lites, side-lites and interior windows. Three stories (elevations) of new 'window ribbons' on the East and South elevations. New window units in the West and North elevations, the number of which may be determined by the structural elements of the building. New glass curtain walls incorporated into the new stair/elevator tower addition.
85113	Alumn Windows	
85653	Security and Storm Windows	
88000	Glazing	
88853	Security Glazing	
5400	Cold Formed Metal	

72100	**Thermal Insulation**	All new interior walls scheduled, new APC throughout. Also includes the new exterior wall back up to the direct applied finish system that will ribbon (above and below the new window ribbons) on the East and South Elevations.
72413	**EIFS / DIFS**	
92216	**Non-Structural Metal Framing**	
92900	**Gypsum Board**	
95113	**Acoustical Panel Ceilings**	
93000	**Tile**	At locations defined by the Architectural details. Most likely wainscoting in bathrooms.
96519	**Resilient Tile Flooring and Base**	As defined by Architectural Finish Schedule - there will new floors throughout.
96723	**Resinous Flooring**	As defined by Architectural Finish Schedule - there will new floors throughout.
96813	**Tile Carpeting**	As defined by Architectural Finish Schedule - there will new floors throughout.
96816	**Sheet carpeting**	As defined by Architectural Finish Schedule - there will new floors throughout.
97713	**Stretched Fabric Tack Wall**	If defined by Architectural Finish Schedule.
98400	**Cementitious wood fiber acoustic pnls**	If defined by Architectural Finish Schedule - for sound control; where deemed necessary.
99113	**Exterior painting**	Will include the complete masonry restoration or update of the existing walls, including those walls believed to be Terra-Cotta.
99123	**interior painting**	New interior paint, throughout.
99300	**Staining and transparent finishings**	For any interior standing or running trim NOT shop applied.
101100	**Visual display units**	Marker boards or tack boards as per the Architectural Finish Schedule.
102113	**toilet compartments**	In gang restrooms.
102226	**Op Partitions**	ONLY if temporary division of spaces are required.
102800	**toilet and bath accys**	For restrooms.
104413	**fire XT cabinets**	As per code.
122113	**Window Treatments**	As defined by Architectural Finish Schedule.
122413	**roller window shades**	
123553	**Metal Casework**	If required to be integral with any casework which could not be provided by end user.
22000	**Plumbing**	NEW - throughout.
22000	**HVAC**	NEW - throughout.
23000	**Electrical**	NEW - throughout.
311000	**Site Clearing**	As required for the construction of the new exterior Stair/Elevator tower. Additional scope of work will apply to any civil related improvements to the parking lot.
312000	**Earthmoving**	
313000	**Trenching and Back fill**	
313116	**Termite Control**	
315000	**Excavation and support**	
321216	**Asphalt Paving - or Repair**	specific to civil related improvements at the parking lot.
321313	**Concrete paving**	
321373	**Concrete pave joint seals**	
323119	**Decorative metal fence/gates**	To be determined.
	chain-link	
330000	**Exterior Utility Improvements**	As required, in concert with MEP improvements.
	pavement marking and signage	specific to civil related improvements at the parking lot.
	misc. metal/flashings	As required for new window systems and misc. masonry restoration.
	elevator upgrade	the existing elevator will be fully replaced.
	Fire protection	Per code.
	New exterior Stair/Elevator Tower	A new Stair/Elevator Tower addition will be added to the West Elevation.

EXHIBIT “B”

AMORTIZATION SCHEDULE

As of 2/3/15

Changes and/or modifications to made at the mutual agreement of Lessor and Lessee with the final Amortization Schedule to be inserted upon completion of the Plans and Specifications.

SCOTT BUILDING, 120 SE 10TH, TOPEKA, KS 1/27/2015

Amortization

Summary

Principal borrowed:	$5,700,000.00	
Regular Payment amount:	$40,836.57	
Final Balloon Payment:	$0.00	
Interest-only payment:	$28,500.00	
***Total Repaid:**	$9,800,776.80	
***Total Interest Paid:**	$4,100,776.80	
Annual Payments:	12	
Total Payments:	240	(20.00 years)
Annual interest rate:	6.00%	
Periodic interest rate:	0.5000%	
Debt Service Constant:	8.5972%	
***Total interest paid as a percentage of Principal:**	71.943%	

**These results are estimates which do not account for accumulated error of payments being rounded to the nearest cent. See the amortization schedule for more accurate values.*

SCOTT BUILDING, 120 SE 10TH, TOPEKA, KS 1/27/2015

Pmt	Principal	Interest	Cum Prin	Cum Int	Prin Bal
1	12,336.57	28,500.00	12,336.57	28,500.00	5,687,663.43
2	12,398.25	28,438.32	24,734.82	56,938.32	5,675,265.18
3	12,460.24	28,376.33	37,195.06	85,314.65	5,662,804.94
4	12,522.55	28,314.02	49,717.61	113,628.67	5,650,282.39
5	12,585.16	28,251.41	62,302.77	141,880.08	5,637,697.23
6	12,648.08	28,188.49	74,950.85	170,068.57	5,625,049.15
7	12,711.32	28,125.25	87,662.17	198,193.82	5,612,337.83
8	12,774.88	28,061.69	100,437.05	226,255.51	5,599,562.95
9	12,838.76	27,997.81	113,275.81	254,253.32	5,586,724.19
10	12,902.95	27,933.62	126,178.76	282,186.94	5,573,821.24
11	12,967.46	27,869.11	139,146.22	310,056.05	5,560,853.78
12	13,032.30	27,804.27	152,178.52	337,860.32	5,547,821.48
13	13,097.46	27,739.11	165,275.98	365,599.43	5,534,724.02
14	13,162.95	27,673.62	178,438.93	393,273.05	5,521,561.07
15	13,228.76	27,607.81	191,667.69	420,880.86	5,508,332.31
16	13,294.91	27,541.66	204,962.60	448,422.52	5,495,037.40
17	13,361.38	27,475.19	218,323.98	475,897.71	5,481,676.02
18	13,428.19	27,408.38	231,752.17	503,306.09	5,468,247.83
19	13,495.33	27,341.24	245,247.50	530,647.33	5,454,752.50
20	13,562.81	27,273.76	258,810.31	557,921.09	5,441,189.69
21	13,630.62	27,205.95	272,440.93	585,127.04	5,427,559.07
22	13,698.77	27,137.80	286,139.70	612,264.84	5,413,860.30
23	13,767.27	27,069.30	299,906.97	639,334.14	5,400,093.03
24	13,836.10	27,000.47	313,743.07	666,334.61	5,386,256.93
25	13,905.29	26,931.28	327,648.36	693,265.89	5,372,351.64
26	13,974.81	26,861.76	341,623.17	720,127.65	5,358,376.83
27	14,044.69	26,791.88	355,667.86	746,919.53	5,344,332.14
28	14,114.91	26,721.66	369,782.77	773,641.19	5,330,217.23
29	14,185.48	26,651.09	383,968.25	800,292.28	5,316,031.75
30	14,256.41	26,580.16	398,224.66	826,872.44	5,301,775.34
31	14,327.69	26,508.88	412,552.35	853,381.32	5,287,447.65
32	14,399.33	26,437.24	426,951.68	879,818.56	5,273,048.32
33	14,471.33	26,365.24	441,423.01	906,183.80	5,258,576.99
34	14,543.69	26,292.88	455,966.70	932,476.68	5,244,033.30
35	14,616.40	26,220.17	470,583.10	958,696.85	5,229,416.90
36	14,689.49	26,147.08	485,272.59	984,843.93	5,214,727.41
37	14,762.93	26,073.64	500,035.52	1,010,917.57	5,199,964.48
38	14,836.75	25,999.82	514,872.27	1,036,917.39	5,185,127.73
39	14,910.93	25,925.64	529,783.20	1,062,843.03	5,170,216.80
40	14,985.49	25,851.08	544,768.69	1,088,694.11	5,155,231.31
41	15,060.41	25,776.16	559,829.10	1,114,470.27	5,140,170.90
42	15,135.72	25,700.85	574,964.82	1,140,171.12	5,125,035.18
43	15,211.39	25,625.18	590,176.21	1,165,796.30	5,109,823.79
44	15,287.45	25,549.12	605,463.66	1,191,345.42	5,094,536.34

Pmt	Principal	Interest	Cum Prin	Cum Int	Prin Bal
45	15,363.89	25,472.68	620,827.55	1,216,818.10	5,079,172.45
46	15,440.71	25,395.86	636,268.26	1,242,213.96	5,063,731.74
47	15,517.91	25,318.66	651,786.17	1,267,532.62	5,048,213.83
48	15,595.50	25,241.07	667,381.67	1,292,773.69	5,032,618.33
49	15,673.48	25,163.09	683,055.15	1,317,936.78	5,016,944.85
50	15,751.85	25,084.72	698,807.00	1,343,021.50	5,001,193.00
51	15,830.61	25,005.96	714,637.61	1,368,027.46	4,985,362.39
52	15,909.76	24,926.81	730,547.37	1,392,954.27	4,969,452.63
53	15,989.31	24,847.26	746,536.68	1,417,801.53	4,953,463.32
54	16,069.25	24,767.32	762,605.93	1,442,568.85	4,937,394.07
55	16,149.60	24,686.97	778,755.53	1,467,255.82	4,921,244.47
56	16,230.35	24,606.22	794,985.88	1,491,862.04	4,905,014.12
57	16,311.50	24,525.07	811,297.38	1,516,387.11	4,888,702.62
58	16,393.06	24,443.51	827,690.44	1,540,830.62	4,872,309.56
59	16,475.02	24,361.55	844,165.46	1,565,192.17	4,855,834.54
60	16,557.40	24,279.17	860,722.86	1,589,471.34	4,839,277.14
61	16,640.18	24,196.39	877,363.04	1,613,667.73	4,822,636.96
62	16,723.39	24,113.18	894,086.43	1,637,780.91	4,805,913.57
63	16,807.00	24,029.57	910,893.43	1,661,810.48	4,789,106.57
64	16,891.04	23,945.53	927,784.47	1,685,756.01	4,772,215.53
65	16,975.49	23,861.08	944,759.96	1,709,617.09	4,755,240.04
66	17,060.37	23,776.20	961,820.33	1,733,393.29	4,738,179.67
67	17,145.67	23,690.90	978,966.00	1,757,084.19	4,721,034.00
68	17,231.40	23,605.17	996,197.40	1,780,689.36	4,703,802.60
69	17,317.56	23,519.01	1,013,514.96	1,804,208.37	4,686,485.04
70	17,404.14	23,432.43	1,030,919.10	1,827,640.80	4,669,080.90
71	17,491.17	23,345.40	1,048,410.27	1,850,986.20	4,651,589.73
72	17,578.62	23,257.95	1,065,988.89	1,874,244.15	4,634,011.11
73	17,666.51	23,170.06	1,083,655.40	1,897,414.21	4,616,344.60
74	17,754.85	23,081.72	1,101,410.25	1,920,495.93	4,598,589.75
75	17,843.62	22,992.95	1,119,253.87	1,943,488.88	4,580,746.13
76	17,932.84	22,903.73	1,137,186.71	1,966,392.61	4,562,813.29
77	18,022.50	22,814.07	1,155,209.21	1,989,206.68	4,544,790.79
78	18,112.62	22,723.95	1,173,321.83	2,011,930.63	4,526,678.17
79	18,203.18	22,633.39	1,191,525.01	2,034,564.02	4,508,474.99
80	18,294.20	22,542.37	1,209,819.21	2,057,106.39	4,490,180.79
81	18,385.67	22,450.90	1,228,204.88	2,079,557.29	4,471,795.12
82	18,477.59	22,358.98	1,246,682.47	2,101,916.27	4,453,317.53
83	18,569.98	22,266.59	1,265,252.45	2,124,182.86	4,434,747.55
84	18,662.83	22,173.74	1,283,915.28	2,146,356.60	4,416,084.72
85	18,756.15	22,080.42	1,302,671.43	2,168,437.02	4,397,328.57
86	18,849.93	21,986.64	1,321,521.36	2,190,423.66	4,378,478.64
87	18,944.18	21,892.39	1,340,465.54	2,212,316.05	4,359,534.46

SCOTT BUILDING, 120 SE 10TH, TOPEKA, KS 1/27/2015

Pmt	Principal	Interest	Cum Prin	Cum Int	Prin Bal
88	19,038.90	21,797.67	1,359,504.44	2,234,113.72	4,340,495.56
89	19,134.09	21,702.48	1,378,638.53	2,255,816.20	4,321,361.47
90	19,229.76	21,606.81	1,397,868.29	2,277,423.01	4,302,131.71
91	19,325.91	21,510.66	1,417,194.20	2,298,933.67	4,282,805.80
92	19,422.54	21,414.03	1,436,616.74	2,320,347.70	4,263,383.26
93	19,519.65	21,316.92	1,456,136.39	2,341,664.62	4,243,863.61
94	19,617.25	21,219.32	1,475,753.64	2,362,883.94	4,224,246.36
95	19,715.34	21,121.23	1,495,468.98	2,384,005.17	4,204,531.02
96	19,813.91	21,022.66	1,515,282.89	2,405,027.83	4,184,717.11
97	19,912.98	20,923.59	1,535,195.87	2,425,951.42	4,164,804.13
98	20,012.55	20,824.02	1,555,208.42	2,446,775.44	4,144,791.58
99	20,112.61	20,723.96	1,575,321.03	2,467,499.40	4,124,678.97
100	20,213.18	20,623.39	1,595,534.21	2,488,122.79	4,104,465.79
101	20,314.24	20,522.33	1,615,848.45	2,508,645.12	4,084,151.55
102	20,415.81	20,420.76	1,636,264.26	2,529,065.88	4,063,735.74
103	20,517.89	20,318.68	1,656,782.15	2,549,384.56	4,043,217.85
104	20,620.48	20,216.09	1,677,402.63	2,569,600.65	4,022,597.37
105	20,723.58	20,112.99	1,698,126.21	2,589,713.64	4,001,873.79
106	20,827.20	20,009.37	1,718,953.41	2,609,723.01	3,981,046.59
107	20,931.34	19,905.23	1,739,884.75	2,629,628.24	3,960,115.25
108	21,035.99	19,800.58	1,760,920.74	2,649,428.82	3,939,079.26
109	21,141.17	19,695.40	1,782,061.91	2,669,124.22	3,917,938.09
110	21,246.88	19,589.69	1,803,308.79	2,688,713.91	3,896,691.21
111	21,353.11	19,483.46	1,824,661.90	2,708,197.37	3,875,338.10
112	21,459.88	19,376.69	1,846,121.78	2,727,574.06	3,853,878.22
113	21,567.18	19,269.39	1,867,688.96	2,746,843.45	3,832,311.04
114	21,675.01	19,161.56	1,889,363.97	2,766,005.01	3,810,636.03
115	21,783.39	19,053.18	1,911,147.36	2,785,058.19	3,788,852.64
116	21,892.31	18,944.26	1,933,039.67	2,804,002.45	3,766,960.33
117	22,001.77	18,834.80	1,955,041.44	2,822,837.25	3,744,958.56
118	22,111.78	18,724.79	1,977,153.22	2,841,562.04	3,722,846.78
119	22,222.34	18,614.23	1,999,375.56	2,860,176.27	3,700,624.44
120	22,333.45	18,503.12	2,021,709.01	2,878,679.39	3,678,290.99
121	22,445.12	18,391.45	2,044,154.13	2,897,070.84	3,655,845.87
122	22,557.34	18,279.23	2,066,711.47	2,915,350.07	3,633,288.53
123	22,670.13	18,166.44	2,089,381.60	2,933,516.51	3,610,618.40
124	22,783.48	18,053.09	2,112,165.08	2,951,569.60	3,587,834.92
125	22,897.40	17,939.17	2,135,062.48	2,969,508.77	3,564,937.52
126	23,011.88	17,824.69	2,158,074.36	2,987,333.46	3,541,925.64
127	23,126.94	17,709.63	2,181,201.30	3,005,043.09	3,518,798.70
128	23,242.58	17,593.99	2,204,443.88	3,022,637.08	3,495,556.12
129	23,358.79	17,477.78	2,227,802.67	3,040,114.86	3,472,197.33
130	23,475.58	17,360.99	2,251,278.25	3,057,475.85	3,448,721.75
131	23,592.96	17,243.61	2,274,871.21	3,074,719.46	3,425,128.79

Pmt	Principal	Interest	Cum Prin	Cum Int	Prin Bal
132	23,710.93	17,125.64	2,298,582.14	3,091,845.10	3,401,417.86
133	23,829.48	17,007.09	2,322,411.62	3,108,852.19	3,377,588.38
134	23,948.63	16,887.94	2,346,360.25	3,125,740.13	3,353,639.75
135	24,068.37	16,768.20	2,370,428.62	3,142,508.33	3,329,571.38
136	24,188.71	16,647.86	2,394,617.33	3,159,156.19	3,305,382.67
137	24,309.66	16,526.91	2,418,926.99	3,175,683.10	3,281,073.01
138	24,431.20	16,405.37	2,443,358.19	3,192,088.47	3,256,641.81
139	24,553.36	16,283.21	2,467,911.55	3,208,371.68	3,232,088.45
140	24,676.13	16,160.44	2,492,587.68	3,224,532.12	3,207,412.32
141	24,799.51	16,037.06	2,517,387.19	3,240,569.18	3,182,612.81
142	24,923.51	15,913.06	2,542,310.70	3,256,482.24	3,157,689.30
143	25,048.12	15,788.45	2,567,358.82	3,272,270.69	3,132,641.18
144	25,173.36	15,663.21	2,592,532.18	3,287,933.90	3,107,467.82
145	25,299.23	15,537.34	2,617,831.41	3,303,471.24	3,082,168.59
146	25,425.73	15,410.84	2,643,257.14	3,318,882.08	3,056,742.86
147	25,552.86	15,283.71	2,668,810.00	3,334,165.79	3,031,190.00
148	25,680.62	15,155.95	2,694,490.62	3,349,321.74	3,005,509.38
149	25,809.02	15,027.55	2,720,299.64	3,364,349.29	2,979,700.36
150	25,938.07	14,898.50	2,746,237.71	3,379,247.79	2,953,762.29
151	26,067.76	14,768.81	2,772,305.47	3,394,016.60	2,927,694.53
152	26,198.10	14,638.47	2,798,503.57	3,408,655.07	2,901,496.43
153	26,329.09	14,507.48	2,824,832.66	3,423,162.55	2,875,167.34
154	26,460.73	14,375.84	2,851,293.39	3,437,538.39	2,848,706.61
155	26,593.04	14,243.53	2,877,886.43	3,451,781.92	2,822,113.57
156	26,726.00	14,110.57	2,904,612.43	3,465,892.49	2,795,387.57
157	26,859.63	13,976.94	2,931,472.06	3,479,869.43	2,768,527.94
158	26,993.93	13,842.64	2,958,465.99	3,493,712.07	2,741,534.01
159	27,128.90	13,707.67	2,985,594.89	3,507,419.74	2,714,405.11
160	27,264.54	13,572.03	3,012,859.43	3,520,991.77	2,687,140.57
161	27,400.87	13,435.70	3,040,260.30	3,534,427.47	2,659,739.70
162	27,537.87	13,298.70	3,067,798.17	3,547,726.17	2,632,201.83
163	27,675.56	13,161.01	3,095,473.73	3,560,887.18	2,604,526.27
164	27,813.94	13,022.63	3,123,287.67	3,573,909.81	2,576,712.33
165	27,953.01	12,883.56	3,151,240.68	3,586,793.37	2,548,759.32
166	28,092.77	12,743.80	3,179,333.45	3,599,537.17	2,520,666.55
167	28,233.24	12,603.33	3,207,566.69	3,612,140.50	2,492,433.31
168	28,374.40	12,462.17	3,235,941.09	3,624,602.67	2,464,058.91
169	28,516.28	12,320.29	3,264,457.37	3,636,922.96	2,435,542.63
170	28,658.86	12,177.71	3,293,116.23	3,649,100.67	2,406,883.77
171	28,802.15	12,034.42	3,321,918.38	3,661,135.09	2,378,081.62
172	28,946.16	11,890.41	3,350,864.54	3,673,025.50	2,349,135.46
173	29,090.89	11,745.68	3,379,955.43	3,684,771.18	2,320,044.57
174	29,236.35	11,600.22	3,409,191.78	3,696,371.40	2,290,808.22

Pmt	Principal	Interest	Cum Prin	Cum Int	Prin Bal
175	29,382.53	11,454.04	3,438,574.31	3,707,825.44	2,261,425.69
176	29,529.44	11,307.13	3,468,103.75	3,719,132.57	2,231,896.25
177	29,677.09	11,159.48	3,497,780.84	3,730,292.05	2,202,219.16
178	29,825.47	11,011.10	3,527,606.31	3,741,303.15	2,172,393.69
179	29,974.60	10,861.97	3,557,580.91	3,752,165.12	2,142,419.09
180	30,124.47	10,712.10	3,587,705.38	3,762,877.22	2,112,294.62
181	30,275.10	10,561.47	3,617,980.48	3,773,438.69	2,082,019.52
182	30,426.47	10,410.10	3,648,406.95	3,783,848.79	2,051,593.05
183	30,578.60	10,257.97	3,678,985.55	3,794,106.76	2,021,014.45
184	30,731.50	10,105.07	3,709,717.05	3,804,211.83	1,990,282.95
185	30,885.16	9,951.41	3,740,602.21	3,814,163.24	1,959,397.79
186	31,039.58	9,796.99	3,771,641.79	3,823,960.23	1,928,358.21
187	31,194.78	9,641.79	3,802,836.57	3,833,602.02	1,897,163.43
188	31,350.75	9,485.82	3,834,187.32	3,843,087.84	1,865,812.68
189	31,507.51	9,329.06	3,865,694.83	3,852,416.90	1,834,305.17
190	31,665.04	9,171.53	3,897,359.87	3,861,588.43	1,802,640.13
191	31,823.37	9,013.20	3,929,183.24	3,870,601.63	1,770,816.76
192	31,982.49	8,854.08	3,961,165.73	3,879,455.71	1,738,834.27
193	32,142.40	8,694.17	3,993,308.13	3,888,149.88	1,706,691.87
194	32,303.11	8,533.46	4,025,611.24	3,896,683.34	1,674,388.76
195	32,464.63	8,371.94	4,058,075.87	3,905,055.28	1,641,924.13
196	32,626.95	8,209.62	4,090,702.82	3,913,264.90	1,609,297.18
197	32,790.08	8,046.49	4,123,492.90	3,921,311.39	1,576,507.10
198	32,954.03	7,882.54	4,156,446.93	3,929,193.93	1,543,553.07
199	33,118.80	7,717.77	4,189,565.73	3,936,911.70	1,510,434.27
200	33,284.40	7,552.17	4,222,850.13	3,944,463.87	1,477,149.87
201	33,450.82	7,385.75	4,256,300.95	3,951,849.62	1,443,699.05
202	33,618.07	7,218.50	4,289,919.02	3,959,068.12	1,410,080.98
203	33,786.17	7,050.40	4,323,705.19	3,966,118.52	1,376,294.81
204	33,955.10	6,881.47	4,357,660.29	3,972,999.99	1,342,339.71
205	34,124.87	6,711.70	4,391,785.16	3,979,711.69	1,308,214.84
206	34,295.50	6,541.07	4,426,080.66	3,986,252.76	1,273,919.34
207	34,466.97	6,369.60	4,460,547.63	3,992,622.36	1,239,452.37
208	34,639.31	6,197.26	4,495,186.94	3,998,819.62	1,204,813.06
209	34,812.50	6,024.07	4,529,999.44	4,004,843.69	1,170,000.56
210	34,986.57	5,850.00	4,564,986.01	4,010,693.69	1,135,013.99
211	35,161.50	5,675.07	4,600,147.51	4,016,368.76	1,099,852.49
212	35,337.31	5,499.26	4,635,484.82	4,021,868.02	1,064,515.18
213	35,513.99	5,322.58	4,670,998.81	4,027,190.60	1,029,001.19
214	35,691.56	5,145.01	4,706,690.37	4,032,335.61	993,309.63
215	35,870.02	4,966.55	4,742,560.39	4,037,302.16	957,439.61
216	36,049.37	4,787.20	4,778,609.76	4,042,089.36	921,390.24
217	36,229.62	4,606.95	4,814,839.38	4,046,696.31	885,160.62

SCOTT BUILDING, 120 SE 10TH, TOPEKA, KS 1/27/2015

Pmt	Principal	Interest	Cum Prin	Cum Int	Prin Bal
218	36,410.77	4,425.80	4,851,250.15	4,051,122.11	848,749.85
219	36,592.82	4,243.75	4,887,842.97	4,055,365.86	812,157.03
220	36,775.78	4,060.79	4,924,618.75	4,059,426.65	775,381.25
221	36,959.66	3,876.91	4,961,578.41	4,063,303.56	738,421.59
222	37,144.46	3,692.11	4,998,722.87	4,066,995.67	701,277.13
223	37,330.18	3,506.39	5,036,053.05	4,070,502.06	663,946.95
224	37,516.84	3,319.73	5,073,569.89	4,073,821.79	626,430.11
225	37,704.42	3,132.15	5,111,274.31	4,076,953.94	588,725.69
226	37,892.94	2,943.63	5,149,167.25	4,079,897.57	550,832.75
227	38,082.41	2,754.16	5,187,249.66	4,082,651.73	512,750.34
228	38,272.82	2,563.75	5,225,522.48	4,085,215.48	474,477.52
229	38,464.18	2,372.39	5,263,986.66	4,087,587.87	436,013.34
230	38,656.50	2,180.07	5,302,643.16	4,089,767.94	397,356.84
231	38,849.79	1,986.78	5,341,492.95	4,091,754.72	358,507.05
232	39,044.03	1,792.54	5,380,536.98	4,093,547.26	319,463.02
233	39,239.25	1,597.32	5,419,776.23	4,095,144.58	280,223.77
234	39,435.45	1,401.12	5,459,211.68	4,096,545.70	240,788.32
235	39,632.63	1,203.94	5,498,844.31	4,097,749.64	201,155.69
236	39,830.79	1,005.78	5,538,675.10	4,098,755.42	161,324.90
237	40,029.95	806.62	5,578,705.05	4,099,562.04	121,294.95
238	40,230.10	606.47	5,618,935.15	4,100,168.51	81,064.85
239	40,431.25	405.32	5,659,366.40	4,100,573.83	40,633.60
240	*40,633.60	203.17	5,700,000.00	4,100,777.00	0.00

*The final payment has been adjusted to account for payments having been rounded to the nearest cent.

REAL ESTATE LEASE AGREEMENT

NOTICE TO LESSOR AND LESSEE: PURSUANT TO THE REQUIREMENTS OF K.S.A.75-3730, 3739 (1) and 3743, as amended. NO LEASE AGREEMENT IS EFFECTIVE NOR MAY EXPENDITURES BE MADE UNTIL THE AGREEMENT HAS BEEN SIGNED AND THE REQUIRED APPROVALS AFFIXED HERETO. Clauses printed in this contract are considered mandatory and may only be supplemented by a special provision approved by the Department of Administration.

CONTRACT PARTIES

LESSOR (First Party or 1st Party)

Contact Person: James Caplinger Jr.

LESSOR NAME: J & C Investments, LLC

Address: 823 W 10th Street City: Topeka

State: Kansas Zip Code: 66612

Telephone: 785-232-0495 Fax: 785-232-0724

Email Address: jrcaplinger@caplinger.net

Type of Firm: ☐ Individual ☐ Partnership ☐ Corporation ☐ Government ☒ L.L.C.

Taxpayer Identification No.: 20-5319886

LESSEE (Second Party or 2nd Party)

Contact Person: Kevin Fulton

LESSEE NAME: Kansas Department of Revenue

Address: 915 SW Harrison City: Topeka

State: Kansas Zip Code: 66612

Email Address: kevin.fulton@kdor.ks.gov

Telephone: 785-296-2448 Fax:

Leased Property Description: Parking Lot

Street Address: 1020 SE Quincy st City: Topeka

County: Shawnee State: Kansas Zip Code: 66612

WITNESSETH, that First Party, in consideration of the rents, covenants and agreements of Second Party, hereinafter set forth, does let, lease and rent to Second Party the above described property

1. **TERM:**
To have and hold the same for the term of:
(a) Lease Term begin date: 01/01/2016 (mm/dd/yyyy)
(b) Lease Term end date: 12/31/2025 (mm/dd/yyyy)
(c) Length: 10 years, ___ months

2. **RENTAL PAYMENTS:**
Second Party agrees to pay equal ○ monthly ● quarterly ○ semi-annual ○ annual
Installments of $19,080.00 commencing on the 1st day of January, 2016 and on the 1st day of each corresponding payment period thereafter until the term of this lease ends; or in concurrence with payment schedule in Special Provision ___.
Rental payment for the first month shall be prorated if the above described property is not available for occupancy by the beginning date of the lease. The final payment shall be prorated for any partial month payment that may be due.
The space herein above described contains 159 parking stalls for use at the rate of $40.00 per stall per ~~annum~~; month JL ___ square feet of floor space for records and property storage use at the rate of $ ___ per square foot per annum; and ___ (square feet of floor space) (acres, more or less) for other use (specify): ___ at the rate of $ ___ per square foot per annum or per acre. Rental payments include the cost to lease the existing premises and any improvements made to the premises.

Jr

3. **USE OF PREMISES:**
Second Party shall have the full and unrestricted use of the premises for the term of this lease or any renewals thereof, for the following purpose: Parking Lot.
The approximate Full-Time Equivalent (FTE) employee working on these premises is ___

4. **UTILITIES:**
Public Utilities shall be paid for by the First (1st) Party, Second (2nd) Party, Third (3rd) Party, Occupant or Other as follows:

(a) Electricity	Choose an Item.	N/A
(b) Water	Other, please list	N/A
(c) Telephone	Other, please list	N/A
(d) Gas	Other, please list	N/A
(e) Heat	Other, please list	N/A
(f) Other, please list ___	Choose an Item.	N/A

5. **ADDITIONAL SERVICES:**

Additional Services shall be paid for by the First (1st) Party, Second (2nd) Party, Third (3rd) Party, Occupant or Other as follows:

(a) Grounds Maintenance, landscaping, parking areas, entrances and sidewalks	Choose an item.	N/A
(b) Snow Removal	Choose an item.	Second Party
(c) Pest Control	Choose an item.	N/A
(d) Custodial Service of Leased Area	Choose an item.	N/A
(e) Custodial Service of Common Area	Choose an item.	N/A
(f) Other, please list	Choose an item.	N/A

6. **SUBLETTING:**

Second Party shall have the right to sublet herein leased to any other State agency for the same or a comparable use. Second Party may not assign or sublet said premises to any private person without the written consent of First Party, said consent not to be unreasonably withheld. Lessee will notify Lessor if any sublet action occurs. If Second Party sublets to another State agency, Second Party's obligation to pay the rent herein shall cease, provided, however, any such sub-tenant shall be bound by all conditions of this lease for the balance of the term.

7. **REPAIR OF PREMISES:**

The First Party will pay the costs and maintain in good repair the ~~walls, windows, floor coverings, shell, structure, elevators, stairs,~~ roof, grounds, sidewalk and off-street parking area of the leased parking lot ~~facility~~. Such items shall be maintained at a condition not less than the condition of the said items at initial lease signing. ~~First Party will be responsible for repairs and/or replacements in heating, ventilation and air conditioning (HVAC), plumbing, electrical, mechanical and related fixtures and appliances.~~ The First Party is responsible for meeting all applicable local and State building codes, ordinances, standards and regulations. ~~The First Party will provide Second Party with a list of persons or firms to contact in case of an emergency due to failure of the above facility components. If the facility, fixtures or Second Party contents are damaged as a result of failure of the items listed above, First Party agrees to pay the costs to repair or replace the contents and fixtures and to restore the facility to a condition not less than the condition at the time of initial lease signing. First Party agrees to authorize the Second Party to contract with a Third Party for maintenance repairs that are not corrected within three (3) days of notification. The First Party further agrees to authorize the Second Party to pay invoices for the maintenance repairs that remain unpaid thirty (30) days after their submittal to the First Party. First Party authorizes Second Party to deduct the amount of said paid invoices from rental payments due and owing. In the event First Party fails to make repairs and/or replacements within thirty (30) days and the Second Party elects not to contract for such services and deduct the cost from the rental payments, Second Party may terminate this Lease with ten (10) days notice to First Party and the obligation to occupy and to make rental payments shall cease. Interior repairs of damage caused by Second Party shall be paid for by Second Party. Second Party will submit written requests for decoration and other remodeling items to First Party for approval. Approved decoration or remodeling will be provided by First Party and upon receipt of invoice. Second Party will reimburse First Party for said decoration of remodeling costs.~~

8. UN-TENANTABLE PREMISES:
If these premises shall be damaged by fire, casualty, natural disaster or other cause so as to be un-tenantable, the rental payments shall abate from the date of such damage and shall not resume until premises are restored to tenantable condition, provided, however, if the damage so caused shall render restoration by First Party impossible within sixty (60) days of the time of such damage, Second Party may elect to void this lease and the obligation to occupy and to make rental payments, shall cease from the date of said damage. Any prepaid rent shall be returned to Second Party for the period the premises are un-tenantable.

Should at any time, during the term of this lease, hazardous substances, chemicals or odors be discovered in the lease building in amounts determined by the appropriate State agency to be unacceptable, the Lessor will have sixty (60) days from date of written notice by the Lessee to satisfactorily dispose of the hazardous substances, chemicals or odors by a State pre-approved vendor or the Lessee may terminate the lease after said sixty (60) day period with no penalty to the Lessee.

In the alternative, if the First Party fails to comply with the terms of this provision, the Lessee may contract for the abatement and disposal of the above hazardous substances, chemicals or odors and the Lessor consents to the reduction of lease payments for the costs of abatement and disposal.

In addition, the obligation to occupy the leased premises and to make rental payments shall cease from the date of discovery of the hazardous substances. If conditions require the evacuation of the premises and relocation, Second Party may elect to void this lease and the obligation to occupy and make rental payments shall cease from the date of discovery of the hazardous substances. The First Party shall be responsible for relocation costs. Any prepaid rent shall be returned to Second Party for the period the premises are un-tenantable.

9. TERMINATION FOR CAUSE:
Should the First Party apply (i) for consent to the appointment of a receiver, trustee, custodian or liquidator of First Party, or of all of a substantial part of the assets of First Party, (ii) be unable, fail or admit in writing its inability to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) have an order for relief entered against it under applicable bankruptcy law, or (v) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of insolvency law or any answer admitting the material allegations of a petition filed against First Party in any bankruptcy, reorganization or insolvency proceeding, after thirty (30) days written notice, the Second Party may terminate this lease agreement.

10. TERMINATION FOR FISCAL NECESSITY:
Notwithstanding any other provision of this lease, if funds anticipated for the continued fulfillment of this lease agreement are at any time not forthcoming, either through failure of the Legislature to appropriate funds specifically budgeted for this lease or the discontinuance or material alteration of the program under which funds were provided, then Second Party shall have the right to terminate this lease by giving First Party a reasonable notice specifying the reasons for such necessary termination. The termination of the lease pursuant to this paragraph shall not cause any penalty to be charged to the State agency. Any prepaid rent shall be returned to Second Party for the period following the termination date.

11. AUTOMATIC HOLD OVER:
This lease agreement, if not previously terminated, shall automatically expire at the end of the term specified unless Second Party shall have renewed the lease pursuant to Special Provision 2. However, Second Party shall be allowed to hold over after the end of the term and Second Party shall be a tenant from month to month at the same terms and conditions as contained herein. This hold over tenancy shall expire after a maximum of six (6) months unless written approval of the Secretary of Administration is secured.

12. REMOVAL OF PERSONAL PROPERTY:
All personal property placed, installed or constructed upon the premises by Second Party during occupancy, which may be removed at any time by Second Party at the end of the term without substantial damage to the real estate, shall be and remains the sole property of Second Party and may be removed. If substantial damage would occur, Second Party may elect to remove the property and restore the premises.

13. AGREEMENT WITH KANSAS LAW:
This Lease Agreement shall be subject, governed by and construed according to the laws of the State of Kansas.

14. ANTI-DISCRIMINATION CLAUSE:
First Party Agrees:
(a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. S 12101 et seq.) ("ADA") and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry or age in the admission or access to, or treatment or employment in its programs or activities;
(b) to include in all solicitations or advertisements for employees the phrase "equal opportunity employer";
(c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S. A. 44-1116;
(d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor;
(e) that failure to comply with the reporting requirements (c) above, or if First Party is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of the contract;
(f) if Second Party determines that First Party has violated applicable provisions of the ADA, that violation shall constitute a breach of contract;
(g) if (e) or (f) occurs, the contract may be canceled, terminated or suspended in whole or in part by the State. The obligation to occupy and to pay any unpaid balance or rental payments shall cease from the date of cancellation, termination or suspension. Any prepaid rent shall be returned to Second Party from the cancellation date.

Parties to this contract understand that subsection (b) through (e) of this paragraph, number 14 are not applicable to First Party who employ fewer than four (4) employees or whose contract with this State agency totals $5,000 or less during any fiscal year.

15. BINDING EFFECT:
The terms and conditions of this Lease shall be binding upon the parties, their heirs, agents, administrators,

executors or legal successors.

16. RESPONSIBILITY FOR TAXES:
The State of Kansas shall not be responsible for, nor indemnify, First Party for any federal, state or local taxes, fees or assessments which may be imposed or levied upon the subject matter of the lease.

17. LIABILITY FOR DAMAGES:
Notwithstanding any language to the contrary, the State shall not be responsible for any damages caused by the public or its employees except as provided in the Kansas Tort Claims Act, K.S.A. 75-6101 et seq., as amended.

18. ACCESSIBILITY:
If the Department of Administration determines that improvements or changes are required for Second Party to comply with the minimum standards for accessible design, First Party agrees to make all improvements or changes within a reasonable period of time as determined by the Department of Administration. (Refer to the Americans with Disability Act Accessibility Guidelines, ADAAG: also reference K.S.A. 58-1301 et seq.). If the improvements or changes have not or cannot be completed, the Department of Administration may require Second Party to terminate this lease upon the giving of 120 days notice in writing to First Party. The obligation to occupy and make rental payments shall cease from the date of termination. Any prepaid rent shall be returned to Second Party from that date. Waiver of any element of this provision must be sought through application to the Director of Facilities and Procurement Management with the recommendation of the ADA Coordinator and can only be granted by the Secretary of Administration. Such waiver must be attached to and incorporated into this contract (reference Special Provision 4).

The following minimum standards for accessible space shall be required (ADA Checklist, Checklist for Existing Facilities):
1. Accessible parking, if parking is included in this contract.
2. An accessible route from an accessible entrance to primary function area (includes elevator if required to access other levels.
3. Accessible toilets.

~~19. ENERGY:~~
~~HVAC Performance: General office and common area shall be heated in the winter to maintain the space environment at 68 — 74 degrees Fahrenheit (F) with a relative humidity of 20 — 30 % and cooled in the summer at 68 — 78 degrees F with a relative humidity of 40 — 60 %. The HVAC system must be capable of maintaining +/- two (2) degrees F of the thermostat setting. As a guide, an adequately sized air distribution system shall provide 4 — 10 air changes per hour. HVAC equipment shall be properly sized and balanced to meet design conditions. Each zone provided shall be equipped with programmable thermostatic controls, capable of a 55 degree F night/weekend setback in the heating mode and a 85 degree F night/weekend set-up in the cooling mode.~~

~~Heating system efficiency will not be less than 80% steady state at full load for natural gas boilers or furnaces. Air conditioning equipment will meet or exceed the performance ratings required under Federal and State guidelines. A seven-day programmable time device will control all air handling systems where applicable controls exist. Minimum ventilation rates will be capable of 15 cubic feet per minute per person during occupied hours and~~

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~~automatically reduced during off work hours. Buildings are to be in full compliance with the ANSI/ASHRAE/IESNA Standard 90.1-latest edition, Energy Design of New/Existing Commercial Buildings.~~

~~Telecommunication, Computer, UPS and server room(s) require air conditioning systems designed to ensure proper environmental requirements are met. These rooms shall be maintained between 65 & 72 degrees F. The HVAC system must be capable of maintaining +/- two (2) degrees F of the thermostat setting. This condition must be maintained 24 hours a day, seven (7) days a week. HVAC shall be thermostatically controlled within the room and be independent of the house system.~~

~~Two Kansas Administrative Regulations, (1-66-1 and 1-66-3), became effective February 4, 2011, requiring the completion of an energy audit for lease space. The K.A.R's require that each new lease, lease renewal or extension must include an energy audit for lease property. In the event the energy audit indicates that the lease space uses an excessive amount of energy, the owner or lessor is required to implement cost effective energy conservation measures that are approved by the Secretary of Administration to eliminate excessive amounts of energy usage.~~

20. ADDITIONAL REQUIRED DOCUMENTS CHECKLIST:
The following documents must be submitted with the signed Lease:

1. ☐ ~~The Energy Star Portfolio Manager offers a self performed audit. Please go to: http://www.energystar.gov/buildings/facility-owners-and-managers/existing-buildings/use-portfolio-manager and create an account. An approved substitute energy audit may be submitted in lieu of the Energy Star Portfolio Manager.~~
2. ☒ A Tax Clearance Certificate application may be obtained from the Kansas Department of Revenue at the following address: http://www.ksrevenue.org/taxclearance.html.
3. ☐ A self-performed Americans with Disabilities Act (ADA) Checklist is available at the Department of Administration's webpage under the Resources Section at the following address: http://admin.ks.gov/offices/ofpm/real-estate-leasing.

21. SPECIAL PROVISIONS:
The following Special Provisions indicated by an check mark and numbered as listed hereafter or those additional numbered Special Provision contained on an attachment, are made a part hereof and incorporated into this contract.

The following Special Provisions apply: [3] (marked by an X in the checkboxes below)

Spec. Prov. 1. ☐ Termination Prior to Expiration of Term: Notwithstanding the length of the term, Second Party may terminate this lease at any time prior to the expiration of the term upon the giving of [ ] days notice in writing to First Party.

Spec. Prov. 2. ☐ Renewal: By the giving of notice in writing to First Party at least [ ] days prior to the end of the term specified, Second Party may renew this lease for an additional term of [ ] under the same rent, conditions and terms set out herein.

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Spec. Prov. 3. ☒ **Parking:** First Party shall furnish to Second Party off-street parking for [159] motor vehicles upon land adjacent to the leased facility.

Spec. Prov. 4. ☐ **Waiver:** A waiver to the Accessibility Standards as specified in paragraph 18 above is attached and incorporated in this contract and made a part hereof.

Spec. Prov. 5. ☐ **Liquidated Damages:** Should the premises not be available for occupancy on the first day of the lease term, the Lessee will have no obligation to make rental payments until occupancy is available. The Lessor agrees that liquidated damages in the amount of [$] per day shall be deducted from subsequent rental payments due from the Lessee, for the period from the first day of the lease term until the premises are ready for occupancy. If the premises are not available for occupancy [ ] days after the first day of the lease term, Lessee may terminate the Real Estate Agreement.

Spec. Prov. 6. ☐ The request for Proposal and the Bidder's Response to the RFP [#] including the Bidder's counter offer and best and final offer and all supporting documents, shall be incorporated into and made a part of this lease agreement.

22. ADDITIONAL SPECIAL PROVISIONS:
Additional Special Provisions, if any, should be set out on a separate sheet beginning with Number Seven (7). Special Provisions must be listed in numerical order to be considered effective to bind the First Party and Second Party to this agreement. Additionally, First Party and Second Party must sign their names immediately following the last listed Additional Special Provision on the attached sheet.

The following Additional Special Provisions apply: [7]

APPROVALS OF LESSOR & LESSEE

Lessor ______________________ Date 11/24/15

CERTIFICATION STATEMENT: I certify that the lease agreement is entered into within the authority of the law, is with my approval and that the person signing the same for the State immediately below is authorized to do so.

Lessee ______________________ Date 12/1/15

APPROVALS OF THE STATE OF KANSAS: For Use by State of Kansas Signatories Only

Daniel J. Carroll
Attorney, Department of Administration ______________________ Date 12-1-15

Mark J. McAnarney
Director of Facilities and Property Management ______________________ Date 12/4/15

Sarah L. Shipman
Secretary of Administration ______________________ Date 12/2/15

Special Provisions
Kansas Department of Revenue

Parking Lot-Topeka, Ks

I & C Investments, LLC

Special Provision # 7

A. Lessor shall provide on-going maintenance of the existing asphalt lot providing crack repair, seal coating, localized area patches to address potholes and ruts on an as needed basis.

B. Lessee shall be responsible for all daily operations of the parking lot.

C. Lessor shall re-stripe the lot every 5 years or as needed. Parking spaces are to be a minimum of 9' wide.

D. Lessee shall be responsible for all signage, trash removal, weed control, and snow removal. If any parking blocks are damaged or improperly moved during the term of this lease, Lessee shall be responsible for replacement and relocating parking blocks moved from their correct positions.

E. Prior to the commencement of the lease, Lessor has striped and given the parking lot a 2" asphalt overlay. The cost of this capital improvement is estimated at $72,000.00. The term of the lease shall be 10 years, with either party being able to terminate with 365 days prior notice. Provided the Lessee should terminate before the end of the 10 year term, Lessee agrees to pay an early termination fee on a straight line basis for capitol improvements made by Lessor above.

EXAMPLE: $72,000 / 10 YEARS = $7,200
Lessee terminates lease with five years left.
5 x $7,200 = $36,000 early termination fee.

F. To fulfill the minimum standards for ADA accessible parking spaces, the Department of Revenue will include and account for the afore mentioned accessible spaces at the leased building located at 120 SE 10th Ave., Topeka, KS.

Manager

Lessor (I & C Investments, LLC)

11/24/15

Date

Lessee (Kansas Department of Revenue)

12/1/15

Date

REAL ESTATE LEASE AGREEMENT

NOTICE TO LESSOR AND LESSEE: PURSUANT TO THE REQUIREMENTS OF K.S.A.75-3730, 3739 (1) and 3743, as amended. NO LEASE AGREEMENT IS EFFECTIVE NOR MAY EXPENDITURES BE MADE UNTIL THE AGREEMENT HAS BEEN SIGNED AND THE REQUIRED APPROVALS AFFIXED HERETO. Clauses printed in this contract are considered mandatory and may only be supplemented by a special provision approved by the Department of Administration.

CONTRACT PARTIES

LESSOR (First Party or 1st Party)

Contact Person: Frank Mead

LESSOR NAME: Kanza Managment Inc.

Address: 1000 SE Quincy St City: Topeka

State: Kansas Zip Code: 66612

Telephone: 785-235-6037 Fax: 785-235-8175

Email Address:

Type of Firm: ○ Individual ○ Partnership ● Corporation ○ Government ○ L.L.C.

Taxpayer Identification No.: 26-1612701

LESSEE (Second Party or 2nd Party)

Contact Person: Kevin Fulton

LESSEE NAME: Kansas Department of Revenue

Address: 915 SW Harrison City: Topeka

State: Kansas Zip Code: 66612

Email Address: kevin.fulton@kdor.ks.gov

Telephone: 785-296-2448 Fax:

Leased Property Description: Parking Lot

Street Address: 11th St. & SE Quincy st City: Topeka

County: Shawnee State: Kansas Zip Code: 66612

WITNESSETH, that First Party, in consideration of the rents, covenants and agreements of Second Party, hereinafter set forth, does let, lease and rent to Second Party the above described property

TERM:

To have and hold the same for the term of:
01/01/2016

Lease Term end date:

12/31/2020

Length:

months 60

1. **RENTAL PAYMENTS:**

Second Party agrees to pay equal ○ monthly ◉ quarterly ○ semi-annual ○ annual installments of [6,240] commencing on the 1st day of [January, 2016] and on the 1st day of each corresponding payment period thereafter until the term of this lease ends; or in concurrence with payment schedule in Special Provision [ ].

Rental payment for the first month shall be prorated if the above described property is not available for occupancy by the beginning date of the lease. The final payment shall be prorated for any partial month payment that may be due.

The space herein above described contains [65] parking stalls for use at the rate of [$32.00] per stall per month; [ ] square feet of floor space for records and property storage use at the rate of [$] per square foot per annum; and [ ] (square feet of floor space) (acres, more or less) for other use (specify): [ ] at the rate of [$] per square foot per annum or per acre. Rental payments include the cost to lease the existing premises and any improvements made to the premises.

premises and any improvements made to the premises.

2. USE OF PREMISES:
Second Party shall have the full and unrestricted use of the premises for the term of this lease or any renewals

thereof, for the following purpose: Parking Lot

The approximate Full-Time Equivalent (FTE) employee working on these premises is

3. **UTILITIES:**
Public Utilities shall be paid for by the First (1st) Party, Second (2nd) Party, Third (3rd) Party, Occupant or Other as follows:

(a) Electricity	Choose an item.	N/A
(b) Water	Other, please list	N/A
(c) Telephone	Other, please list	N/A
(d) Gas	Other, please list	N/A
(e) Heat	Other, please list	N/A
(f) Other, please list	Choose an item.	

1. **ADDITIONAL SERVICES:**
Additional Services shall be paid for by the First (1st) Party, Second (2nd) Party, Third (3rd) Party, Occupant or Other as follows:

(a) Grounds Maintenance, landscaping, parking areas, entrances and sidewalks	First Party	First (1st) Party
(b) Snow Removal	First Party	First (1st) Party
(c) Pest Control	Other, please list	N/A
(d) Custodial Service of Leased Area	Other, please list	N/A
(e) Custodial Service of Common Area	Other, please list	N/A

(f) Other, please list Choose an item.

1. **SUBLETTING:**

Second Party shall have the right to sublet any or all of the space herein leased to any other State agency for the same or a comparable use. Second Party may not assign or sublet said premises to any private person without the written consent of First Party, said consent not to be unreasonably withheld. Lessee will notify Lessor if any sublet action occurs. If Second Party sublets to another State agency, Second Party's obligation to pay the rent herein shall cease, provided, however, any such sub-tenant shall be bound by all conditions of this lease for the balance of the term.

2. REPAIR OF PREMISES:

The First Party will pay the costs and maintain in good repair the ~~walls, windows, floor coverings, shell, structure, elevators, stairs, roof,~~ grounds, sidewalk and off-street parking area of the leased parking lot ~~facility~~. Such items shall be maintained at a condition not less than the condition of the said items at initial lease signing. First Party will be responsible for repairs and/or replacements in ~~heating, ventilation and air-conditioning (HVAC), plumbing, electrical, mechanical and related fixtures and appliances.~~ The First Party is responsible for meeting all applicable local and State building codes, ordinances, standards and regulations. The First Party will provide Second Party with a list of persons or firms to contact in case of an emergency due to failure of the above facility components. If the facility, fixtures or Second Party contents are damaged as a result of failure of the items listed above, First Party agrees to pay the costs to repair or replace the contents and fixtures and to restore the facility to a condition not less than the condition at the time of initial lease signing. First Party agrees to authorize the Second Party to contract with a Third Party for maintenance repairs that are not corrected within three (3) days of notification. The First Party further agrees to authorize the Second Party to pay invoices for the maintenance repairs that remain unpaid thirty (30) days after their submittal to the First Party. First Party authorizes Second Party to deduct the amount of said paid invoices from rental payments due and owing. In the event First Party fails to make repairs and/or replacements within thirty (30) days and the Second Party elects not to contract for such services and deduct the cost from the rental payments, Second Party may terminate this Lease with ten (10) days notice to First Party and the obligation to occupy and to make rental payments shall cease. ~~Interior repairs of damage caused by Second Party shall be paid for by Second Party. Second Party will submit written requests for decoration and other remodeling items to First Party for approval. Approved decoration or remodeling will be provided by First Party and upon receipt of invoice. Second Party will reimburse First Party for said decoration of remodeling costs.~~

3.

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UN-TENANTABLE PREMISES:

If these premises shall be damaged by fire, casualty, natural disaster or other cause so as to be un-tenantable, the rental payments shall abate from the date of such damage and shall not resume until premises are restored to tenantable condition, provided, however, if the damage so caused shall render restoration by First Party impossible within sixty (60) days of the time of such damage, Second Party may elect to void this lease and the obligation to occupy and to make rental payments, shall cease from the date of said damage. Any prepaid rent shall be returned to Second Party for the period the premises are un-tenantable.

Should at any time, during the term of this lease, hazardous substances, chemicals or odors be discovered in the lease building in amounts determined by the appropriate State agency to be unacceptable, the Lessor will have sixty (60) days from date of written notice by the Lessee to satisfactorily dispose of the hazardous substances, chemicals or odors by a State pre-approved vendor or the Lessee may terminate the lease after said sixty (60) day period with no penalty to the Lessee.

In the alternative, if the First Party fails to comply with the terms of this provision, the Lessee may contract for the abatement and disposal of the above hazardous substances, chemicals or odors and the Lessor consents to the reduction of lease payments for the costs of abatement and disposal.

In addition, the obligation to occupy the leased premises and to make rental payments shall cease from the date of discovery of the hazardous substances. If conditions require the evacuation of the premises and relocation, Second Party may elect to void this lease and the obligation to occupy and make rental payments shall cease from the date of discovery of the hazardous substances. The First Party shall be responsible for relocation costs. Any prepaid rent shall be returned to Second Party for the period the premises are un-tenantable.

4. TERMINATION FOR CAUSE:

Should the First Party apply (i) for consent to the appointment of a receiver, trustee, custodian or liquidator of First Party, or of all of a substantial part of the assets of First Party, (ii) be unable, fail or admit in writing its inability to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) have an order for relief entered against it under applicable bankruptcy law, or (v) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of insolvency law or any answer admitting the material allegations of a petition filed against First Party in any bankruptcy, reorganization or insolvency proceeding, after thirty (30) days written notice, the Second Party may terminate this lease agreement.

5. TERMINATION FOR FISCAL NECESSITY:

Notwithstanding any other provision of this lease, if funds anticipated for the continued fulfillment of this lease agreement are at any time not forthcoming, either through failure of the Legislature to appropriate funds specifically budgeted for this lease or the discontinuance or material alteration of the program under which funds were provided, then Second Party shall have the right to terminate this lease by giving First Party a reasonable notice specifying the reasons for such necessary termination. The termination of the lease pursuant to this paragraph shall not cause any penalty to be charged to the State agency. Any prepaid rent shall be returned to Second Party for the period following the termination date.

6. **AUTOMATIC HOLD OVER:**
This lease agreement, if not previously terminated, shall automatically expire at the end of the term specified unless Second Party shall have renewed the lease pursuant to Special Provision 2. However, Second Party shall be allowed to hold over after the end of the term and Second Party shall be a tenant from month to month at the same terms and conditions as contained herein. This hold over tenancy shall expire after a maximum of six (6) months unless written approval of the Secretary of Administration is secured.

7. REMOVAL OF PERSONAL PROPERTY:
All personal property placed, installed or constructed upon the premises by Second Party during occupancy, which may be removed at any time by Second Party at the end of the term without substantial damage to the real estate, shall be and remains the sole property of Second Party and may be removed. If substantial damage would occur, Second Party may elect to remove the property and restore the premises.

8. AGREEMENT WITH KANSAS LAW:
This Lease Agreement shall be subject, governed by and construed according to the laws of the State of Kansas.

9. ANTI-DISCRIMINATION CLAUSE:
First Party Agrees:
   (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. S 12101 et seq.) ("ADA") and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry or age in the admission or access to, or treatment or employment in its programs or activities;
   (b) to include in all solicitations or advertisements for employees the phrase "equal opportunity employer";
   (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S. A. 44-1116;
   (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor;
   (e) that failure to comply with the reporting requirements (c) above, or if First Party is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of the contract;
   (f) if Second Party determines that First Party has violated applicable provisions of the ADA, that violation shall constitute a breach of contract;
   (g) if (e) or (f) occurs, the contract may be canceled, terminated or suspended in whole or in part by the State. The obligation to occupy and to pay any unpaid balance or rental payments shall cease from the date of cancellation, termination or suspension. Any prepaid rent shall be returned to Second Party from the cancellation date.

Parties to this contract understand that subsection (b) through (e) of this paragraph, number 14 are not applicable to First Party who employ fewer than four (4) employees or whose contract with this State agency totals $5,000 or less during any fiscal year.

1. **BINDING EFFECT:**
The terms and conditions of this Lease shall be binding upon the parties, their heirs, agents, administrators, executors or legal successors.

2. RESPONSIBILITY FOR TAXES:
The State of Kansas shall not be responsible for, nor indemnify, First Party for any federal, state or local taxes, fees or assessments which may be imposed or levied upon the subject matter of the lease.

3. LIABILITY FOR DAMAGES:
Notwithstanding any language to the contrary, the State shall not be responsible for any damages caused by the public or its employees except as provided in the Kansas Tort Claims Act, K.S.A. 75-6101 et seq., as amended.

4. ACCESSIBILITY:
If the Department of Administration determines that improvements or changes are required for Second Party to comply with the minimum standards for accessible design, First Party agrees to make all improvements or changes within a reasonable period of time as determined by the Department of Administration. (Refer to the Americans with Disability Act Accessibility Guidelines, ADAAG: also reference K.S.A. 58-1301 et seq.). If the improvements or changes have not or cannot be completed, the Department of Administration may require Second Party to terminate this lease upon the giving of 120 days notice in writing to First Party. The obligation to occupy and make rental payments shall cease from the date of termination. Any prepaid rent shall be returned to Second Party from that date. Waiver of any element of this provision must be sought through application to the Director of Facilities and Procurement Management with the recommendation of the ADA Coordinator and can only be granted by the Secretary of Administration. Such waiver must be attached to and incorporated into this contract (reference Special Provision 4).

The following minimum standards for accessible space shall be required (ADA Checklist, Checklist for Existing Facilities):
1. Accessible parking, if parking is included in this contract.
2. An accessible route from an accessible entrance to primary function area (includes elevator if required to access other levels.
3. Accessible toilets.

~~5. ENERGY:~~
~~HVAC Performance: General office and common area shall be heated in the winter to maintain the space environment at 68 – 74 degrees Fahrenheit (F) with a relative humidity of 20 – 30 % and cooled in the summer at 68 – 78 degrees F with a relative humidity of 40 – 60 %. The HVAC system must be capable of maintaining +/- two (2) degrees F of the thermostat setting. As a guide, an adequately sized air distribution system shall provide 4 – 10 air changes per hour. HVAC equipment shall be properly sized and balanced to meet design conditions. Each zone provided shall be equipped with programmable thermostatic controls, capable of a 55 degree F night/weekend setback in the heating mode and a 85 degree F night/weekend set-up in the cooling mode.~~

~~Heating system efficiency will not be less than 80% steady state at full load for natural gas boilers or furnaces. Air conditioning equipment will meet or exceed the performance ratings required under Federal and State guidelines. A seven-day programmable time device will control all air-handling systems where applicable controls exist. Minimum ventilation rates will be capable of 15 cubic feet per minute per person during occupied hours and automatically reduced during off-work hours. Buildings are to be in full compliance with the ANSI/ASHRAE/IESNA Standard 90.1 latest edition, Energy Design of New/Existing Commercial Buildings.~~

~~Telecommunication, Computer, UPS and server room(s) require air conditioning systems designed to ensure proper environmental requirements are met. These rooms shall be maintained between 65 & 72 degrees F. The HVAC system must be capable of maintaining +/- two (2) degrees F of the thermostat setting. This condition must be maintained 24 hours a day, seven (7) days a week. HVAC shall be thermostatically controlled within the room and be independent of the house system.~~

~~Two Kansas Administrative Regulations, (1-66-1 and 1-66-3), became effective February 4, 2011, requiring the completion of an energy audit for lease space. The K.A.R's require that each new lease, lease renewal or extension must include an energy audit for lease property. In the event the energy audit indicates that the lease space uses an excessive amount of energy, the owner or lessor is required to implement cost effective energy conservation measures that are approved by the Secretary of Administration to eliminate excessive amounts of energy usage.~~

6. ADDITIONAL REQUIRED DOCUMENTS CHECKLIST:
The following documents must be submitted with the signed Lease:

1. ☐ ~~The Energy Star Portfolio Manager offers a self-performed audit. Please go to: http://www.energystar.gov/buildings/facility-owners-and-managers/existing-buildings/use-portfolio-manager and create an account. An approved substitute energy audit may be submitted in lieu of the Energy Star Portfolio Manager.~~

2. ☒ A Tax Clearance Certificate application may be obtained from the Kansas Department of Revenue at the following address: http://www.ksrevenue.org/taxclearance.html.

3. ☐ A self-performed Americans with Disabilities Act (ADA) Checklist is available at the Department of Administration's webpage under the Resources Section at the following address: http://admin.ks.gov/offices/ofpm/real-estate-leasing.

7. **SPECIAL PROVISIONS:**
The following Special Provisions indicated by an check mark and numbered as listed hereafter or those additional numbered Special Provision contained on an attachment, are made a part hereof and incorporated into this contract.

The following Special Provisions apply: [3] (marked by an X in the checkboxes below).

Spec. Prov. 1. ☐ Termination Prior to Expiration of Term: Notwithstanding the length of the term, Second Party may terminate this lease at any time prior to the expiration of the term upon the giving of [ ] days notice in writing to First Party.

Spec. Prov. 2. ☐ Renewal: By the giving of notice in writing to First Party at least [ ] days prior to the end of the term specified, Second Party may renew this lease for an additional term of [ ] under the same rent, conditions and terms set out herein.

Spec. Prov. 3. ☒ Parking: First Party shall furnish to Second Party off-street parking for [65] motor vehicles upon land adjacent to the leased facility.

Spec. Prov. 4. ☐ Waiver: A waiver to the Accessibility Standards as specified in paragraph 18 above is attached and incorporated in this contract and made a part hereof.

Spec. Prov. 5. ☐ Liquidated Damages: Should the premises not be available for occupancy on the first day of the lease term, the Lessee will have no obligation to make rental payments until occupancy is available. The Lessor agrees that liquidated damages in the amount of [$] per day shall be deducted from subsequent rental payments due from the Lessee, for the period from the first day of the lease term until the premises are ready for occupancy. If the premises are not available for occupancy [ ] days after the first day of the lease term, Lessee may terminate the Real Estate Agreement.

Spec. Prov. 6. ☐ The request for Proposal and the Bidder's Response to the RFP [#] including the Bidder's counter offer and best and final offer and all supporting documents, shall be incorporated into and made a part of this lease agreement.

8. ADDITIONAL SPECIAL PROVISIONS:

Additional Special Provisions, if any, should be set out on a separate sheet beginning with Number Seven (7). Special Provisions must be listed in numerical order to be considered effective to bind the First Party and Second Party to this agreement. Additionally, First Party and Second Party must sign their names immediately following the last listed Additional Special Provision on the attached sheet.

The following Additional Special Provisions apply: 7

APPROVALS OF LESSOR & LESSEE

Lessor KANZA MANAGEMENT, INC Date 12/20/15

CERTIFICATION STATEMENT: I certify that the lease agreement is entered into within the authority of the law, is with my approval and that the person signing the same for the State immediately below is authorized to do so.

12/22/15

Lessee Date

APPROVALS OF THE STATE OF KANSAS: For Use by State of Kansas Signatories Only

Daniel J. Carroll 1-5-16

Attorney, Department of Administration Date

Mark J McAnarney 1/6/15

Director of Facilities and Property Management Date

Sarah L Shipman 1-5-16

Secretary of Administration Date

Special Provisions
Kansas Department of Revenue

Parking Lot-Topeka, Ks

Special Provision # 7

A. Lessor shall provide on-going maintenance of the existing asphalt lot providing crack repair, seal coating, localized area patches to address potholes and ruts on an as needed basis.

B. Lessee shall be responsible for all daily operations of the parking lot.

C. Lessor shall re-stripe the lot every 5 years or as needed. Parking spaces are to be a minimum of 9' wide.

D. Lessor shall provide for snow pushing and ice treatment services at the locations indicated below. Lessor shall furnish all labor, materials, and equipment to perform snow pushing/piling and ice treatment at two parking lots located to the south and east of 10th Street & Quincy Street, along Quincy Street, as outlined in the diagram below.

E. Snow accumulation of three (3) or more inches in parking lots, lot entrances and adjacent sidewalks shall be pushed/piled to a designated location in each lot. Snow hauling is not required. Work shall proceed if two or more inches of snow and ice have accumulated or if the local forecast expects more than two inches to fall prior to the next work day. No pushing or piling shall be done if snowfall is two (2) inches or less. All pushing/piling is to be completed no later than 7:00am of the morning after the snowfall. It is expected that the majority of the work will be performed at night. Handicap and designated parking spaces with a numbered sign or reserve marking shall be completely cleared of snow. Snows occurring during normal working hours of Monday—Friday will not be removed until after 5:30 P.M. that day. If slick or icy conditions exist, a sand/salt traction application shall be applied to the parking lots, lot entrances and adjacent sidewalks. Ice treatment shall be a sand/salt mixture containing 30% salt. Note: Snowfall depth shall be determined as reported by the National Weather Service at Billard Airport, Topeka Kansas.

F. To fulfill the minimum standards for ADA accessible parking spaces, the Department of Revenue will include and account for the afore mentioned accessible spaces at the leased building located at 120 SE 10th Ave., Topeka, KS.

Lessor (KANZA Management) Inc — 12/22/15 Date

Lessee (Kansas Department of Revenue) — 12/22/15 Date

Topeka, Kansas

Commercial Real Estate Market Report 2015- Q2

Retail	Class A					Class B				
Buildings > 10,000 SF	Properties	Total SF	Vacant SF	Occupancy	Avg Rent (1)	Properties	Total SF	Vacant SF	Occupancy	Avg Rent (1)
2015 Q1	37	2,388,917	28,830	98.79%	$18.50	115	4,658,622	449,815	90.34%	$9.45
2015 Q2	37	2,388,917	34,226	98.57%	$18.90	119	4,868,759	474,781	90.25%	$9.79

We have moved 139,714 square feet from "Class B" to "Class A" to recognize the completion of Crosswinds Commons redevelopment anchored by Academy Sports + Outdoor, JoAnn Fabrics and Orscheln's in the 1100 block of SW Wanamaker Rd . As Wanamaker Rd continue to be in high demand, we are forecasting the rents will continue to increase and predict a significant new development will be announced within the coming months.

As Topeka's retail shopping district remains very strong, neighborhood and destination retailers are working hard to add value with superior customer service and unique products. Today is a very interesting time for retail real estate as we witness how e-commerce, the internet and smartphones are changing the way we shop. We are seeing many of our small retail clients finding ways to adapt to this changing environment and complete very well against the mega retailers.

Office	Class A					Class B				
Buildings > 10,000 SF	Properties	Total SF	Vacant SF	Occupancy	Avg Rent (2)	Properties	Total SF	Vacant SF	Occupancy	Avg Rent (2)
2015 Q1	51	2,699,668	136,286	94.95%	$20.17	138	5,323,149	487,719	90.84%	$14.97
2015 Q2	51	2,699,668	157,654	94.16%	$19.71	136	5,277,130	522,382	90.10%	$14.89

The State of Kansas has secured leases on approximately 86,000 sf of Class A office space, 50,000 sf of Class B office space, 50,000 square feet of Class C office (to be renovated to Class B office) and 60,000 sf of Class B retail (to be converted to Class B office). This new leasing activity is new absorption since the space being vacated is within the Docking State Office Building which is planned for demolition. Some of this activity is represented in this report with the balance to be added upon completion of the renovations. If we remove the activity related to the State of Kansas from our survey, Class A space still had a small increase in both occupancy and quoted rents while Class B experienced as slight decline in both occupancy and quoted rents.

Industrial	Class A					Class B				
Buildings > 20,000 SF	Properties	Total SF	Vacant SF	Occupancy	Avg Rent (3)	Properties	Total SF	Vacant SF	Occupancy	Avg Rent (3)
2015 Q1	20	5,408,007	12,072	99.78%	$4.85	113	9,580,360	1,066,006	88.87%	$3.53
2015 Q2	20	5,408,007	28,830	99.47%	$4.85	112	9,498,560	1,023,110	89.23%	$3.66

Class A Industrial remains full in Topeka with only one vacancy which makes it difficult to establish market rents. Class B experienced a small increase in vacancy due to a couple of the transactions from last quarter occupying both their new space and their former space during a transition period and now have vacated their former space. Overall, the industrial market was stable in Q4 and throughout most of 2014.

The same trends that are changing the future of retail real estate as referenced above are effecting the industrial warehouse and manufacturing markets. Amazon Prime has created a world where customers expect their products delivered in 2 days with just 1 mouse click. This mindset is causing the entire product distribution system to rethink how products are delivered to consumers. How will this impact where products are made? How and where will procut be stored or will the product be shipped directly from the manufacturer? How and who will deliver the product to it's final destination? We see many opportunities for all types of industrial real estate.

(1) Retail Avg Rent = the quoted $/sf/yr rent for available retail space delivered in a warm shell condition. We have adjusted this quoted rent to reflect the most common terms offered for the Retail property in Topeka, KS. Retail rent is adjusted to NNN Rent which include no operating cost. Tenants will be responsible for Additional Rent for their share common area maintenance, real estate tax and insurance which will range from $2.50 to $5.00/sf/yr for Class B Retail and $4.00 to $7.00/sf/yr for Class A Retail. Direct payment for utilities and interior maintenance/repairs/replacement is also the responsibility of the tenant.

(2) Office Avg Rent = the quoted $/sf/yr rent for available office space delivered in a standard finished condition. We have adjusted this quoted rent to reflect the most common terms offered for the Office property in Topeka, KS. Office rent is adjusted to a Gross Full Service which includes all the operating expenses including utilities, janitorial and interior maintenance. Tenants will be responsible for their share of operating expenses that exceed the base year operating expenses.

(3) Industrial Avg Rent = the quoted $/sf/yr rent for available industrial space in a warm shell condition. We have adjusted this quoted rent to reflect the most common terms offered for the Industrial property in Topeka, KS. Industrial rent is adjusted to a Modified Gross which include exterior maintenance, real estate taxes, and insurance. Tenants will be responsible for their share of operating expenses that exceed the base year operating expenses. Direct payment for utilities and interior maintenance/repairs/replacement is also the responsibility of the tenant.

Department for Children and Families			
BID TAB SHEET - 6/2/2014	**A**	**1**	**2**
GENERAL INFORMATION	**CURRENT LEASE**	**CBRE**	**The RBS Group**
Contact Person		Ken Schmanke Randy Goldsmith	Bob Slechta
Agency	DCF	DCF	DCF
Proposed Address	DSOB	Athene 555 S Kansas Ave.	California Crossing 2021 SE 29th St.
City Location (market)	Topeka	Topeka	Topeka
Total Square Feet	88,000	72,862	60,000
Full Time Equivalency (FTE) employees		315	315
Lease Begin Date (initial lease period)		tbd	tbd
Lease End Date (initial lease period)		tbd	tbd
Lease Term (Years)		15,20,25 year available	20 years
ENERGY RATING		61	
LEASE COSTS			
Base Lease Cost (Average)	$15.25	$18.90	$16.00
Real Estate Taxes, Insurance, Maintenance		inc. in base	inc. in base
Utilities		inc. in base	inc. in base
Custodial/Janitorial	Inc. in Base	inc. in base	inc. in base
Trash, Pest Control, Grounds Maintenance, Snow Removal	inc. in Base	inc. in base	inc. in base
Common Area	Inc. in Base	inc. in base	inc. in base
Parking	Inc. in Base	17 stalls included	open lot/ some assiged
SUBTOTAL - Lease Costs/sf		$0.00	$0.00
OTHER BUILDING OCCUPANCY COSTS -	n/a	$0.00	$0.00
Building Operating Cost (not included in base rent)	n/a	Parking	
Total Other Bldg Opcy Costs (not included in lease)/sf	none	unknown	none
IMPROVEMENTS		$0.00	$0.00
TOTAL COST per sq. ft.		$18.90	$16.00
RATE CHANGES:		1% per year increase	$16.00 - years 1 - 5 $17.50 years 6 - 10 $19.15 years 11-15 $20.95 years 16 - 20 $22.95 1st renewal $25.11 2nd renewal
RENEWALS:		2, five year renewal options	2, five year renewal options
MOVING EXPENSES:		$100,000.00	

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	CURRENT LEASE	CBRE	The RBS Group
BUS ROUTE:		yes	yes
FURNITURE:		Steel case & Herman Miller available for lease or sale	
IMPROVEMENTS:		Landlord will make repairs, cleaning or repainting as needed to existing carpet & paint & will replace in year 7 & 15.	Landlord will construct all improvements defined in the RFP. Carpet and paint years 7 & 15.
NOTES:		City parking garage adjacent to building with skywalk. Current tenant currnetly has contract with City of Topeka for 324 stalls.	

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3	4	5	6	7
Grandmothers, Inc.	**Pioneer Group, Inc.**	**Associated Commercial Brokers Co.**	**KS Commercial**	**KS Commercial**
Robert Zibell	Ross Freeman	**Steven Ballou**	**Mike Morse**	**Mike Morse**
DCF	DCF	DCF	DCF	DCF
Dillions at 29th & Topeka 300 SW 29th st.	White Lakes Mall	YWCA 225 SW 12th	Scott Building 120 SW 10th Ave.	Scott Building 120 SW 10th Ave.
Topeka	Topeka	Topeka	Topeka	Topeka
63823 (60,923)	80,000	64,000	53,000	53,000
315	315	315	315	315
tbd	tbd	tbd	tbd	tbd
tbd	tbd	tbd	tbd	tbd
25 years	20	15 - 20	20	25
$15.90	$17.50	$6.00	$15.50	$15.50
inc. in base	not included in base	$1.43	inc.in base	inc. in base
not included	not included in base	$2.31	inc.in base	inc. in base
not included	not included in base	not included	inc.in base	inc. in base
not included	not included in base	$0.23	inc.in base	inc. in base
not included	not included in base		inc.in base	inc. in base
425	2,000	some on site	50	50
	$9.00	$3.97		
$0.00	$0.00	$0.00		
none				
$0.00	$0.00	$0.00	$0.00	$0.00
$15.90	$26.50	$9.97	see table below	see table below
Rates to be negotiated in five year increments. Esculation included.	2% annual increase, plus 10% increase at end of 10th year.		$15.50 - 2015 $16.21 2018 $16.95 2021 $17.72 2024 $18.53 2027 $19.38 2030 $20.26 2033	$15.50 - 2015 $16.21 2018 $16.95 2021 $17.72 2024 $18.53 2027 $19.38 2030 $20.26 2033 $21.19 2036 $22.16 2039
	2, five year renewal options	not addressed	2, five year renewal options	2, five year renewal options

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Grandmothers, Inc.	Pioneer Group, Inc.	Associated Commercial Brokers Co	KS Commercial	KS Commercial
not identified	yes	not identified	yes	yes
New Carpet and Paint every 7 years.	New Carpet and paint years 7 and 15		Owner agrees to paint and carpet every 10 years. Owner agrees to install Cat 6a wiring.	Owner agrees to paint and carpet every 10 years. Owner agrees to install Cat 6a wiring.
Proposal includes fitness room/saferoom/ breakroom addition in additional building.	$17.50 plus $9.00 for all services. Plans include a parking lot across Kansas Ave. with an additional 120 parking spaces.	$6.00 per sq ft base. Add $3.74 utilities, operating expenses. Purchase Option $2,800,000. State pays for all NET changes.	Public Parking is available. Esculation clause with 2015 as base year.	Public Parking is available. Esculation clause with 2015 as base year.

8	9	10	11	12
KS Commercial	KS Commercial	KS Commercial	KS Commercial	**KS Commercial USD 501**
Mark Rezac	**Mark Rezac**	**Mike Morse**	**Mike Morse**	**Mike Morse**
DCF	DCF	DCF	DCF	DCF
Old Falley's 3000 NW Topeka Blvd.	Old Falley's 3000 NW Topeka Blvd.	Hejtmanek Law Firm 222 SW 7th	Hejtmanek Law Firm 222 SW 7th	Kansas Business & Technology Park (West Campus)
Topeka	Topeka	Topeka	Topeka	Topeka
30,379	30,379	23,100	23,100	44,000 - in 2 buildings
315	315	315	315	315
tbd	tbd	tbd	tbd	tbd
tbd	tbd	tbd	tbd	tbd
20	25	20	25	10
				n/a
$13.00	$12.00			
inc. in base	inc. in base	inc. in base	inc. in base	inc. in base
inc. in base	inc. in base	inc. in base	inc. in base	inc. in base
inc. in base	inc. in base	inc. in base	inc. in base	inc. in base
inc. in base	inc. in base	inc. in base	inc. in base	inc. in base
inc. in base	inc. in base	inc. in base	inc. in base	inc. in base
large surfact lot	large surfact lot	State lots	State lots	Free surface parking
$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00
see table below	see table below	see table below	see table below	
$13.00 - 2015 $13.39 2018 $13.79 2021 $14.21 2024 $14.63 2027 $15.07 2030 $15.52 2033	$12.00 - 2015 $12.36 2018 $12.73 2021 $13.11 2024 $13.51 2027 $13.91 2030 $14.33 2033 $14.76 2036 $15.20 2039	$13.00 - 2015 $13.39 2018 $13.79 2021 $14.21 2024 $14.63 2027 $15.07 2030 $15.52 2033	$12.00 - 2015 $12.36 2018 $12.73 2021 $13.11 2024 $13.51 2027 $13.91 2030 $14.33 2033 $14.76 2036 $15.20 2039	$15.50 - 2015 $16.21 2018 $16.95 2021 $17.72 2024 $18.53 2027 $19.38 2030 $20.26 2033 Esculator included.
2, five year renewal options	2, five year renewal options	2, five year renewal options	2, five year renewal options	5, five year renewal options

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KS Commercial	KS Commercial	KS Commercial	KS Commercial	**KS Commercial USD 501**
yes	yes	Bus transfer station 4 blocks away	Bus transfer station 4 blocks away	yes
Owner agrees to paint and carpet every 7 years. Landlord will provide Cat 6a wiring.	Owner agrees to paint and carpet every 7 years. Landlord will provide Cat 6a wiring.	Owner agrees to paint and carpet every 10 years.	Owner agrees to paint and carpet every 10 years	Owner agrees to paint and carpet every 10 years. Building will be renovated. Owner will install Cat 6a wiring.
		Lease will include esculators, base year 2015. A 14,000 portion of the building may also be leased.	Lease will include esculators, base year 2015. A 14,000 portion of the building may also be leased.	We sold these buildings to 501. Owner would like to propose a ten year lease with five options of five years. 501 cannot enter longer than 10 year; rates are projected out through renewals, which don't match up to rate chart. Escualtion included, 2015 base year.

13					
KS Commercial USD 501					
Mike Morse					
DCF					
Kansas Business & Technology Park (West Campus)					
Topeka					
44,000 - in 2 buildings					
315					
tbd					
tbd					
10					
n/a					
inc. in base					
inc. in base					
inc. in base					
inc. in base					
inc. in base					
Free surface parking					
$0.00					
$0.00					
$0.00					
$15.50 - 2015 $16.21 2018 $16.95 2021 $17.72 2024 $18.53 2027 $19.38 2030 $20.26 2033 $21.19 2036 $22.16 2039 Esculator included.					
5, five year renewal options					

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KS Commercial USD 501					
yes					
Owner agrees to paint and carpet every 10 years. Building will be renovated. Owner will install Cat 6a wiring.		11			
We sold these buildings to 501. Owner would like to propose a ten year lease with five options of five years. 501 cannot enter longer than 10 year; rates are projected out through renewals, which don't match up to rate chart. Escualtion included, 2015 base year.					

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Kansas Department of Revenue			
Bid Tab Sheet - 6/2/2014	**A**	**1**	**2**
GENERAL INFORMATION	**CURRENT LEASE**	**CBRE**	**Aeolian Corp.**
Contact Person		Ken Schmanke Randy Goldsith	Frank Meade
Agency	REVENUE	REVENUE	REVENUE
Proposed Address	DSOB	Athene 555 S Kansas Ave.	New Building 1000 SE Quincy
City Location (market)	Topeka	Topeka	Topeka
Total Square Feet	188,000	72,862	188,000
Full Time Equivalency (FTE) employees		875	875
Lease Begin Date (initial lease period)		tbd	tbd
Lease End Date (initial lease period)		tbd	tbd
Lease Term (Years)		available	15, 20 & 25 year term available
ENERGY RATING		61	
LEASE COSTS			
Base Lease Cost (Average)	$15.25	$18.90	$14.75, $13.03 & $12.18
Real Estate Taxes, Insurance, Maintenance		inc. in base	inc. in base
Utilities		inc. in base	inc. in base
Custodial/Janitorial	Inc. in Base	inc. in base	inc. in base
Trash, Pest Control, Grounds Maintenance, Snow Removal	inc. in Base	inc. in base	inc. in base
Common Area	Inc. in Base	inc. in base	inc. in base
Parking	Inc. in Base	17 stalls included	not inc. in base
SUBTOTAL - Lease Costs/sf		$18.90	
OTHER BUILDING OCCUPANCY COSTS -	n/a	$0.00	$0.00
Building Operating Cost (not included in base rent)	n/a		
Total Other Bldg Opcy Costs (not included in lease)/sf	none	Parking	none known
IMPROVEMENTS		$0.00	$0.00
TOTAL COST per sq ft			
RATE CHANGES:		1% per year increase	7.15% per year increase until year 10 when NRA tax increase ($3.00) added. 2.15% rent increase. 5% bond increase. Add more (not specified) for parking.
RENEWALS:		2, five year renewal options available	five year renewal options available
MOVING EXPENSES:		$100,000.00	
BUS ROUTE:		yes	yes

	CURRENT LEASE	CBRE	Aeolian Corp.
FURNITURE:		Steel case & Herman Miller available for lease or sale	n/a
IMPROVEMENTS:		Landlord will make repairs, cleaning or repainting as needed to existing carpet & paint & will replace in year 7 & 15.	Carpet and paint years 7 & 15.
NOTES:		City parking garage adjacent to building with skywalk. Current tenant currnetly has contract with City of Topeka for 324 stalls.	

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3	4	5	6	7
Grandmother's, Inc.	**Pioneer Group**	**Pioneer Group**	**Pioneer Group, Inc.**	Gray Horse Farms
Robert Zibell	Ross Freeman	Ross Freeman	Ross Freeman	HT Paul Ann Adams
REVENUE	REVENUE	REVENUE	REVENUE	REVENUE
Dillions at 29th & Topeka 300 SW 29th St.	Post Office 5th and Kansas	Post Office 5th and Kansas & White Lakes Mall	White Lakes Mall 37th and S. Topeka Blvd.	800 SW Jackson
Topeka	Topeka	Topeka	Topeka	Topeka
60,923	110,000	110000 + 78,000	188,000	26,794 - 31,887
875	875	875	875	875
tbd	tbd	tbd	tbd	tbd
tbd	tbd	tbd	tbd	tbd
25	20	20	20	15, 20 or 25
no info provided	no info provided	no info provided	no info provided	no info provided
$15.90	$16.60	$17.50	$17.50	$14.50
inc. in base	inc. in base	inc. in base	inc. in base	inc. in base
not included	inc. in base	inc. in base	inc. in base	inc. in base
inc in base	inc. in base	inc. in base	inc. in base	inc. in base
not included	inc. in base	inc. in base	inc. in base	inc. in base
not included	inc. in base	inc. in base	inc. in base	inc. in base
425	inc. in base	inc. in base	inc. in base	not included
$2.25 estimated	$9.00	$6.00	$6.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00
none known	none known	none known	none known	none known
$0.00				
$18.15 estimated	$25.60	$23.50	$23.50	$14.50
Esculation for services and property taxes and insurance. Base year rent increases negotiated every five years.	2% rate increase on utilities, etc. per year. Additional 10% rate increase at end of year 10. Does not have control of the bulding.	2% rate increase on utilities, etc. per year. Additional 10% rate increase at end of year 10. Does not have control of the post office bulding. Has contorl of White Lakes by virture of an option.	2% rate increase on utilities, etc. per year. Additional 10% rate increase at end of year 10. Has contorl of White Lakes by virture of an option.	Rent rate increases every five years. Rate not specified. Renewal rates to be negotiated.
renewal options available	2, five year nenewal options	2, five year nenewal options	2, five year nenewal options	2 five year renewal options
yes	yes	yes	yes	yes

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Grandmother's, Inc.	Pioneer Group	Pioneer Group	Pioneer Group, Inc.	Gray Horse Farms
Carpet and Paint years 7 and 15. Will not install data lines - will install conduit and boxes as required for communication and data.				Not included in rate rate.
Proposal includes fitness room/safe room/ breakroom, addition in additional building, extra 2,900 sq ft.				Tenant finish not included. Lease includes esculators. Space divided on seven floors. Rate does not included parking.

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8	9	10	11	12
Eighth & Jackson Investment Group	**KS Commercial USD 501**	**KS Commercial USD 501**	**KS Commercial**	**KS Commercial**
HT Paul Ann Admas	**Mike Morse**	**Mike Morse**	**Mike Morse**	**Mike Morse**
REVENUE	REVENUE	REVENUE	REVENUE	REVENUE
515 S Kansas Ave.	Kansas Business & Technology Park (West Campus)	Kansas Business & Technology Park (West Campus)	Scott Building 120 SE 10th Ave.	Scott Building 120 SE 10th Ave.
Topeka	Topeka	Topeka	Topeka	Topeka
23,593	44,000 - in 2 buildings	44,000 - in 2 buildings	53,000	53,000
875	875	875	875	875
tbd	tbd	tbd	tbd	tbd
tbd	tbd	tbd	tbd	tbd
15, 20 or 25	10	10	20	25
no info provided	no info provided	no info provided	no info provided	no info provided
$6.00	see schedule below	see schedule below	see schedule below	see schedule below
inc. in base	inc. in base	inc. in base	inc. in base	inc. in base
inc. in base	inc. in base	inc. in base	inc. in base	inc. in base
inc. in base	inc. in base	inc. in base	inc. in base	inc. in base
inc. in base	inc. in base	inc. in base	inc. in base	inc. in base
inc. in base	inc. in base	inc. in base	inc. in base	inc. in base
not included	Free surface parking	Free surface parking	50, see attached map	50, see attached map
$6.50	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00
none known				
	$0.00	$0.00	$0.00	$0.00
$12.50	$17.79 average	$18.66 average	$17.79 average	$18.66 average
Base rent ($6.00) would be increased 10% every five years plus annual escualtor. Renewal rates to be negotiated.	$15.50 - 2015 $16.21 2018 $16.95 2021 $17.72 2024 $18.53 2027 $19.38 2030 $20.26 2033 Esculation included.	$15.50 - 2015 $16.21 2018 $16.95 2021 $17.72 2024 $18.53 2027 $19.38 2030 $20.26 2033 $21.19 2036 $22.16 2039 Esculation included.	$15.50 - 2015 $16.21 2018 $16.95 2021 $17.72 2024 $18.53 2027 $19.38 2030 $20.26 2033 Esculation included.	$15.50 - 2015 $16.21 2018 $16.95 2021 $17.72 2024 $18.53 2027 $19.38 2030 $20.26 2033 $21.19 2036 $22.16 2039 Esculation included.
2, five year renewal options	5, five year renewal options	5, five year renewal options	2, five year renewal options	2, five year renewal options
yes	yes	yes	yes	yes

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Eighth & Jackson Investment Group	**KS Commercial USD 501**	**KS Commercial USD 501**	**KS Commercial**	**KS Commercial**
Rent rate includes modular furniture - see picture in RFP.				
Not included in rent rate.	Owner agrees to paint and carpet every 10 years. Building will be renovated. Owner will install Cat 6a wiring.	Owner agrees to paint and carpet every 10 years. Building will be renovated. Owner will install Cat 6a wiring.	Owner will install Cat 6a wiring. Will repaint and carpet every 10 years.	Owner will install Cat 6a wiring. Will repaint and carpet every 10 years.
Tenant finish not included. Lease includes esculators. Space divided on three floors. Rate does not included parking.	The State sold these buildings to 501. Owner would like to propose a ten year lease with five options of five years. 501 cannot enter longer than 10 year; rates are projected out through renewals, which don't match up to rate chart. The lease includes a provision that the base year for the total cost of the operating expenses willbe 2015 &/or the first fullyear of State occupancy. The State will pay alloperating cost in excess of the base year amount.	The State sold these buildings to 501. Owner would like to propose a ten year lease with five options of five years. 501 cannot enter longer than 10 year; rates are projected out through renewals, which don't match up to rate chart. The lease includes a provision that the base year for the total cost of the operating expenses willbe 2015 &/or the first fullyear of State occupancy. The State will pay alloperating cost in excess of the base year amount.		

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13	14	15	16	17
KS Commercial	**KS Commercial**	**KS Commercial**	**KS Commercial**	**KS Commercial**
Mike Morse	**Mike Morse**	**Mike Morse**	**Mike Morse**	**Mark Rezac** KVB Northland Holdings LLC
REVENUE	REVENUE	REVENUE	REVENUE	REVENUE
Hejtmanek Law Firm 222 SW 7th St.	Hejtmanek Law Firm 222 SW 7th St.	Mills Building 901 S Kansas and 109 SW 9th St.	Mills Building 901 S Kansas and 109 SW 9th St.	Falleys Building 300 NW Topeka Blvd.
Topeka	Topeka	Topeka	Topeka	Topeka
14,000 - 23,100	14,000 - 23,100	80,053	80,053	30,379 +/-
875	875	875	875	875
tbd	tbd	tbd	tbd	tbd
tbd	tbd	tbd	tbd	tbd
20	25	20	25	20
no info provided	n/a	n/a	n/a	n/a
see schedule below	see schedule below	see schedule below	see schedule below	see schedule below
inc. in base	inc. in base	inc. in base	inc. in base	inc. in base
inc. in base	inc. in base	inc. in base	inc. in base	inc. in base
inc. in base	inc. in base	inc. in base	inc. in base	inc. in base
inc. in base	inc. in base	inc. in base	inc. in base	inc. in base
inc. in base	inc. in base	inc. in base	inc. in base	inc. in base
use state lot 8	use state lot 8	20 + state lot & City pay	20 + state lot & City pay	Surface Lot - tbd
$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00
$14.23 average	$13.55 average	$17.79 average	$18.66 average	
$13.00 - 2015 $13.39 2018 $13.79 2021 $14.21 2024 $14.63 2027 $15.07 2030 $15.52 2033 Esculator included.	$12.00 - 2015 $12.36 2018 $12.73 2021 $13.11 2024 $13.51 2027 $13.91 2030 $14.33 2033 $14.76 2036 $15.20 2039 Esculation included.	$15.50 - 2015 $16.21 2018 $16.95 2021 $17.72 2024 $18.53 2027 $19.38 2030 $20.26 2033 Esculation included.	$15.50 - 2015 $16.21 2018 $16.95 2021 $17.72 2024 $18.53 2027 $19.38 2030 $20.26 2033 $21.19 2036 $22.16 2039 Esculation included.	$13.00 - 2015 $13.39 2018 $13.79 2021 $14.21 2024 $14.63 2027 $15.07 2030 $15.52 2033 Esculator included.
2, five year renewal options	2, five year renewal options	2, five year renewal options	2, five year renewal options	2, five year renewal options
yes	yes	yes	yes	yes

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KS Commercial	KS Commercial	KS Commercial	KS Commercial	KS Commercial
				No
Owner will install Cat6a wiring. Owner agrees to paint and carpet every 10 years	Owner will install Cat6a wiring. Owner agrees to paint and carpet every 10 years	Owner will install Cat6a wiring. Owner agrees to paint and carpet every 10 years	Owner will install Cat6a wiring. Owner agrees to paint and carpet every 10 years	Owner will install Cat6a wiring. Owner agrees to carpet and paint years 7 & 15.
Owner will lease 23,100 sq ft or a portions of the building which is approximately 14,000 sq ft. Includes esculation with bae year of 2015 and or the first full year of occupancy by the State in the builidng. The State will pay all operating costs in excess of the base year amount. Storage is available in the basement at a reduced rate. Basement also functions as storm shelter.	Owner will lease 23,100 sq ft or a portions of the building which is approximately 14,000 sq ft. Includes esculation with bae year of 2015 and or the first full year of occupancy by the State in the builidng. The State will pay all operating costs in excess of the base year amount. Storage is available in the basement at a reduced rate. Basement also functions as storm shelter.	Space is located on floors 1 through 6. Esculation includedn with bae year of 2015 and or the first full year of occupancy by the State in the builidng. The State will pay all operating costs in excess of the base year amount. Storage is available in the basement at a reduced rate. Basement also functions as storm shelter. Owner proposes to construct a Sky Bridge &/or tunnel to connect LSOB and Mills Building.	Space is located on floors 1 through 6. Esculation includedn with bae year of 2015 and or the first full year of occupancy by the State in the builidng. The State will pay all operating costs in excess of the base year amount. Storage is available in the basement at a reduced rate. Basement also functions as storm shelter. Owner proposes to construct a Sky Bridge &/or tunnel to connect LSOB and Mills Building.	

18	19
KS Commercial	**KS Commercial**
Mark Rezac KVB Northland Holdings LLC	**Mark Rezac** Kanza Capital LLC Steve Hutchinson
REVENUE	REVENUE
Falleys Building 300 NW Topeka Blvd.	AT&T Building 823 SE Quincy
Topeka	Topeka
30,379 +/-	100,000 - 134,000
875	875
tbd	tbd
tbd	tbd
25	Parking
n/a	n/a
see schedule below	$15.50
inc. in base	inc. in base
inc. in base	inc. in base
inc. in base	inc. in base
inc. in base	inc. in base
inc. in base	inc. in base
Surface Lot - tbd	garage/lots - see map
$0.00	$40.00
$0.00	$0.00
$0.00	$0.00
$12.00 - 2015 $12.36 2018 $12.73 2021 $13.111 2024 $13.51 2027 $13.91 2030 $14.33 2033 $14.76 2036 $15.20 2039 Esculator included.	2, five year renewal options - $16.74 with esculation.
2, five year renewal options	2, five year renewal options
yes	yes

KS Commercial	KS Commercial
No	
Owner will install Cat6a wiring. Owner agrees to carpet and paint years 7 & 15.	Owner will install Cat6a wiring. Owenr agrees to replace carpet and paint years 7 & 15.
	There are many options available with this space. If your are intersted in this location, please see other options. 12,200 sq ft per floor, ten story building. Base parking is 18 surface level parking spots onsite, and 22 spots within 1 block.

Department for Children and Families and Department of Revenue and OTIS REVISED Bid Tab Sheet 7/14/2014	DCF 1	DCF 1 REVISED
	CBRE	REVISED CBRE
GENERAL INFORMATION		
Contact Person	Ken Schmanke Randy Goldsmith	Ken Schmanke Randy Goldsmith
Agency	DCF	DCF
Proposed Address	Athene 555 S Kansas Ave.	Athene 555 S Kansas Ave.
City Location (market)	Topeka	Topeka
Total Square Feet	72,862	72,862
Full Time Equivalency (FTE) employees	315	315
Lease Begin Date (initial lease period)	tbd	tbd
Lease End Date (initial lease period)	tbd	tbd
Lease Term (Years)	15,20,25 year available	25 years
LEASE COSTS		
Base Lease Cost (Average)	$18.90	$15.00
Real Estate Taxes, Insurance, Maintenance	inc. in base	inc. in base
Utilities	inc. in base	inc. in base
Custodial/Janitorial	inc. in base	$1.75
Trash, Pest Control, Grounds Maintenance, Snow Removal	inc. in base	inc. in base
Common Area	inc. in base	inc. in base
Parking	17 stalls included	17 stalls included
SUBTOTAL - Lease Costs/sf	$0.00	$0.00
OTHER BUILDING OCCUPANCY COSTS -	$0.00	$0.00
Building Operating Cost (not included in base rent)	Parking	$2.40
Total Other Bldg Opcy Costs (not included in lease)/sf	unknown	unknown
IMPROVEMENTS	$0.00	$0.00
TOTAL COST per sq. ft. (estimated)	tbd	$19.15
RATE CHANGES:	1% per year increase	Rate is $19.15 per sq ft with addition of housekeeping and parking. Parking estimated to be $1.73 per sq. ft. Escalation above base year. Class A in Topeka $19.71 or $16.71 base vs $15.00 base.
RENEWALS:	2, five year renewal options	2, five year renewal options

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REVISED Bid Tab Sheet 7/14/2014	CBRE	REVISED CBRE
BUS ROUTE:	yes	yes
FURNITURE:	Steel case & Herman Miller available for lease or sale	Steel case & Herman Miller available for lease or sale. **Should GIVE to us.**
IMPROVEMENTS &/or MOVING EXPENSES:	Landlord will make repairs, cleaning or repainting as needed to existing carpet & paint & will replace in year 7 & 15.	Landlord will included $500,000. allowance to TI & moving expenses. Amount to be amortized over 25 years.
NOTES:	City parking garage adjacent to building with skywalk. Current tenant has contract with City of Topeka for 324 stalls.	PARKING - We assumed a rate of $35 per stall per month, for 300 stalls. Monthly rate of $10,500. Annual rate of $172,800.,or $2.37 per square foot. HOUSKEEPING would require 3 custodians at $35,000 each annual = $105,000 annual plus $18,215. annual for supplies = $1.62 per square foot for janitorial services. ? We move DCF and bill ATHENE - pay off $400 K to BNSF ? Have building measured - BOMA.

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DCF &/or REVENUE	DCF &/or REVENUE	OTIS	OTIS	DCF &/or REVENUE
2	2 REVISED	3	3 REVISED	4
Grandmothers, Inc.	**REVISED Grandmothers, Inc.**	**BNSF**	**REVISED BNSF**	**LSOB**
Robert Zibell	Robert Zibell	Mike Morse	Mike Morse	**State**
DCF	DCF	either agency	either agency	Either Agency
Dillions at 29th & Topeka	Dillions at 29th & Topeka	10th & Quincy	10th & Quincy	900 SW Jackson
Topeka	Topeka	Topeka	Topeka	Topeka
63823 (60,923)	63823 (60,923)			22,000 per floor
315	315			tbd
tbd	tbd			tbd
tbd	tbd			tbd
25 years	No New Information		No New Information	tbd
$15.90	tbd	$15.90	$15.00	$15.25
inc. in base	inc. in base			inc. in base
not included	not included			inc. in base
not included	$1.75			inc. in base
not included	not included			inc. in base
not included	not included			inc. in base
425	425			inc. in base
				$0.00
$0.00	$0.00			$0.00
none	none			$0.00
$0.00	$0.00			TI expenses
$15.90	tbd	tbd	tbd	$19.25
Rates to be negotiated in five year increments. Escalation included.	Rates to be negotiated in five year increments. Escalation included.		Rate Increases tied to CPI Escalation every 5 years.	
				n/a

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Grandmothers, Inc.	REVISED Grandmothers, Inc.	BNSF	REVISED BNSF	LSOB
yes	yes	yes	yes	yes
		May be included	May be included	
New Carpet and Paint every 7 years.	New Carpet and Paint every 7 years.		$400,000. TI amortized over 3 or 5 years. Rates from $19 - $21 per sq. ft.	
Proposal includes fitness room/saferoom/ breakroom addition in additional building.	Eliminate safe room. Class B space in Topeka average is $14.89 sq ft. Target range for this space is under $17.00 sq ft.		PARKING - we assume parking in the garage(s) would be negotiated to $48 per stall per month. Lot parking southwest corner of 10th & Quincy ranges from $28 per stall per month to $38 per stall per month. Additionaly parklng is available south of 11th Street for $18 to $22 per stall per month.	Add $1.50 per square foot annual fee for Monumental Surcharge fee.

DCF &/or REVENUE	DCF &/or REVENUE	REVENUE	REVENUE	REVENUE
5	6	7	8	8 REVISED
PARKING 10th & Quincy	**CITY PARKING GARAGES**	**KS Commercial**	**KS Commercial**	**REVISED KS COMMERCIAL**
Frank Meade	**City of Topeka**	**Mike Morse**	**Mike Morse**	**Mike Morse**
Either Agency	Either Agency	REVENUE	REVENUE	Revenue
10th & Quincy	All City Parking Garages	Scott Building 120 SE 10th Ave.	Scott Building 120 SE 10th Ave.	Scott Building
Topeka	Topeka	Topeka	Topeka	Topeka
		53,000	53,000	53,000
		875	875	
		tbd	tbd	
		tbd	tbd	
		20	25	No New Information
tbd	tbd	see schedule below	see schedule below	tbd
		inc. in base	inc. in base	inc. in base
		inc. in base	inc. in base	inc. in base
		inc. in base	inc. in base	$1.57
		inc. in base	inc. in base	inc. in base
		inc. in base	inc. in base	inc. in base
		50, see attached map	50, see attached map	see NOTES
		$0.00	$0.00	
		$0.00	$0.00	
		$0.00	$0.00	
tbd	tbd	$17.79 average	$18.66 average	tbd
Behind garage. 10th & Quincy - 70 stalls, $28./month. West side of 10th & Quincy 24 stalls, $38./month. South of 11th, several pkg lots-$18 - $22 /month. Upper deck/pkg. garage, 68 stalls, $32/month; rented by one party.	All city parking garges new negotiated rate of $35.00 per stall per month.	$15.50 - 2015 $16.21 2018 $16.95 2021 $17.72 2024 $18.53 2027 $19.38 2030 $20.26 2033 Esculation included.	$15.50 - 2015 $16.21 2018 $16.95 2021 $17.72 2024 $18.53 2027 $19.38 2030 $20.26 2033 $21.19 2036 $22.16 2039 Esculation included.	$16.25 sq ft includes TI. Add parking at $35.00 per stall per month.
		2, five year renewal options	2, five year renewal options	

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PARKING 10th & Quincy	CITY PARKING GARAGES	KS Commercial	KS Commercial	REVISED KS COMMERCIAL
		yes	yes	yes
				Housekeeping with 2 staff @ $35,000 annual salary plus .25 sq ft for supplies
Each Parking area is lighted.	Each Parking area is lighted.	Owner will install Cat 6a wiring. Will repaint and carpet every 10 years.	Owner will install Cat 6a wiring. Will repaint and carpet every 10 years.	Owner will install Cat 6a wiring. **We want carpet and paint yrs. 7, 14 & 21.**
PARKING - Lot parking southwest corner of 10th & Quincy ranges from $28 per stall per month to $38 per stall per month. Additionally, parking is available south of 11th Street for $18 to $22 per stall per month. Snow removal is done when snow exceeds one inch, unless there is an ice underlay, then it is removed at two inches. Icy areas are sanded.		PARKING - Lot parking southwest corner of 10th & Quincy ranges from $28 per stall per month to $38 per stall per month. Additionally, parking is available south of 11th Street for $18 to $22 per stall per month. Snow removal is done when snow exceeds one inch, unless there is an ice underlay, then it is removed at two inches. Icy areas are sanded.	PARKING - Lot parking southwest corner of 10th & Quincy ranges from $28 per stall per month to $38 per stall per month. Additionally, parking is available south of 11th Street for $18 to $22 per stall per month. Snow removal is done when snow exceeds one inch, unless there is an ice underlay, then it is removed at two inches. Icy areas are sanded.	PARKING - Lot parking southwest corner of 10th & Quincy ranges from $28 per stall per month to $38 per stall per month. Additionally, parking is available south of 11th Street for $18 to $22 per stall per month. Snow removal is done when snow exceeds one inch, unless there is an ice underlay, then it is removed at two inches. Icy areas are sanded.

REVENUE	REVENUE	REVENUE	REVENUE	REVENUE
9	10	9 & 10 REVISED	11	11 REVISED
KS Commercial	**KS Commercial**	**REVISED KS COMMERCIAL**	**Grandmother's, Inc.**	**REVISED Grandmother's, Inc.**
Mike Morse	**Mike Morse**	**Mike Morse**	Robert Zibell	Robert Zibell
REVENUE	REVENUE	REVENUE	REVENUE	REVENUE
Mills Building 901 S Kansas and 109 SW 9th St.	Mills Building 901 S Kansas and 109 SW 9th St.	Mills Building 901 S Kansas and 109 SW 9th St.	Dillions at 29th & Topeka 300 SW 29th St.	Dillions at 29th & Topeka 300 SW 29th St.
Topeka	Topeka	Topeka	Topeka	Topeka
80,053	80,053	80,053	60,923	60,923
875	875	tbd	875	
tbd	tbd	tbd	tbd	
tbd	tbd	tbd	tbd	
20	25	No New Information	25	No New Information
see schedule below	see schedule below	$15.00	$15.90	
inc. in base	inc. in base	inc. in base	inc. in base	inc. in base
inc. in base	inc. in base	inc. in base	not included	not included
inc. in base	inc. in base	$1.75	inc in base	$1.40
inc. in base	inc. in base	inc. in base	not included	not included
inc. in base	inc. in base	inc. in base	not included	not included
20 + state lot & City pay	pay	inc. in base	425	425
$0.00	$0.00	State lots	$2.25 estimated	tbd
$0.00	$0.00		$0.00	
			none known	
$0.00	$0.00		$0.00	
$17.79 average	$18.66 average	$16.75	$18.15 estimated	tbd
$15.50 - 2015 $16.21 2018 $16.95 2021 $17.72 2024 $18.53 2027 $19.38 2030 $20.26 2033 Esculation included.	$15.50 - 2015 $16.21 2018 $16.95 2021 $17.72 2024 $18.53 2027 $19.38 2030 $20.26 2033 $21.19 2036 $22.16 2039 Esculation included.	**Target rate is $15.00 sq. ft.**	Esculation for services and property taxes and insurance. Base year rent increases negotiated every five years.	**Target rate is $15.25 - $17.50 sq. ft.**
2, five year renewal options	2, five year renewal options		renewal options available	

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KS Commercial	KS Commercial	REVISED KS COMMERCIAL	Grandmother's, Inc.	REVISED Grandmother's, Inc.
yes	yes	yes	yes	yes
Owner will install Cat6a wiring. Owner agrees to paint and carpet every 10 years	Owner will install Cat6a wiring. Owner agrees to paint and carpet every 10 years	Owner will install Cat6a wiring. **We want carpet and paint yrs. 7, 14 & 21.**	Carpet and Paint years 7 and 15. Will not install data lines - will install conduit and boxes as required for communication and data.	
Space is located on floors 1 through 6. Escalation included in with base year of 2015 and or the first full year of occupancy by the State in the builidng. The State will pay all operating costs in excess of the base year amount. Storage is available in the basement at a reduced rate. Basement also functions as storm shelter. Owner proposes to construct a Sky Bridge &/or tunnel to connect LSOB and Mills Building.	Space is located on floors 1 through 6. Escalation included in with base year of 2015 and or the first full year of occupancy by the State in the builidng. The State will pay all operating costs in excess of the base year amount. Storage is available in the basement at a reduced rate. Basement also functions as storm shelter. Owner proposes to construct a Sky Bridge &/or tunnel to connect LSOB and Mills Building.	HOUSEKEEPING with 3 staff @ $35,000 annual salary plus .25 sq ft for supplies. Esculation charges apply.	Proposal includes fitness room/safe room/ breakroom, addition in additional building, extra 2,900 sq ft.	HOUSEKEEPING with 2 staff @ $35,000 annual salary plus .25 sq ft for supplies.

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12
The RBS Group
Bob Slechta
DCF
California Crossing 2021 SE 29th St.
Topeka
60,000
315
tbd
tbd
20 years
$16.00
$16.00
inc. in base
inc. in base
inc. in base
inc. in base
open lot
tbd
$0.00
?
$0.00
none known
$0.00
$16.00 - years 1 - 5 $17.50 years 6 - 10 $19.15 years 11-15 $20.95 years 16 - 20 $22.95 1st renewal $25.11 2nd renewal
2, five year renewal options

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The RBS Group
yes
yes
HOUSEKEEPING with 2 staff @ $35,000 annual salary plus .25 sq ft for supplies.

Topeka, Kansas

CBRE Build on Advantage

Commercial Real Estate Market Report 2015- Q2

Retail	Class A					Class B				
Buildings > 10,000 SF	Properties	Total SF	Vacant SF	Occupancy	Avg Rent (1)	Properties	Total SF	Vacant SF	Occupancy	Avg Rent (1)
2015 Q1	37	2,388,917	28,830	98.79%	$18.50	115	4,658,622	449,815	90.34%	$9.45
2015 Q2	37	2,388,917	34,226	98.57%	$18.90	119	4,868,759	474,781	90.25%	$9.79

We have moved 139,714 square feet from "Class B" to "Class A" to recognize the completion of Crosswinds Commons redevelopment anchored by Academy Sports + Outdoor, JoAnn Fabrics and Orscheln's in the 1100 block of SW Wanamaker Rd . As Wanamaker Rd continue to be in high demand, we are forecasting the rents will continue to increase and predict a significant new development will be announced within the coming months.

As Topeka's retail shopping district remains very strong, neighborhood and destination retailers are working hard to add value with superior customer service and unique products. Today is a very interesting time for retail real estate as we witness how e-commerce, the internet and smartphones are changing the way we shop. We are seeing many of our small retail clients finding ways to adapt to this changing environment and complete very well against the mega retailers.

Office	Class A					Class B				
Buildings > 10,000 SF	Properties	Total SF	Vacant SF	Occupancy	Avg Rent (2)	Properties	Total SF	Vacant SF	Occupancy	Avg Rent (2)
2015 Q1	51	2,699,668	136,286	94.95%	$20.17	138	5,323,149	487,719	90.84%	$14.97
2015 Q2	51	2,699,668	157,654	94.16%	$19.71	136	5,277,130	522,382	90.10%	$14.89

The State of Kansas has secured leases on approximately 86,000 sf of Class A office space, 50,000 sf of Class B office space, 50,000 square feet of Class C office (to be renovated to Class B office) and 60,000 sf of Class B retail (to be converted to Class B office). This new leasing activity is new absorption since the space being vacated is within the Docking State Office Building which is planned for demolition. Some of this activity is represented in this report with the balance to be added upon completion of the renovations. If we remove the activity related to the State of Kansas from our survey, Class A space still had a small increase in both occupancy and quoted rents while Class B experienced as slight decline in both occupancy and quoted rents.

Industrial	Class A					Class B				
Buildings > 20,000 SF	Properties	Total SF	Vacant SF	Occupancy	Avg Rent (3)	Properties	Total SF	Vacant SF	Occupancy	Avg Rent (3)
2015 Q1	20	5,408,007	12,072	99.78%	$4.85	113	9,580,360	1,066,006	88.87%	$3.53
2015 Q2	20	5,408,007	28,830	99.47%	$4.85	112	9,498,560	1,023,110	89.23%	$3.66

Class A Industrial remains full in Topeka with only one vacancy which makes it difficult to establish market rents. Class B experienced a small increase in vacancy due to a couple of the transactions from last quarter occupying both their new space and their former space during a transition period and now have vacated their former space. Overall, the industrial market was stable in Q4 and throughout most of 2014.

The same trends that are changing the future of retail real estate as referenced above are effecting the industrial warehouse and manufacturing markets. Amazon Prime has created a world where customers expect their products delivered in 2 days with just 1 mouse click. This mindset is causing the entire product distribution system to rethink how products are delivered to consumers. How will this impact where products are made? How and where will procut be stored or will the product be shipped directly from the manufacturer? How and who will deliver the product to it's final destination? We see many opportunities for all types of industrial real estate.

(1) Retail Avg Rent = the quoted $/sf/yr rent for available retail space delivered in a warm shell condition. We have adjusted this quoted rent to reflect the most common terms offered for the Retail property in Topeka, KS. Retail rent is adjusted to NNN Rent which include no operating cost. Tenants will be responsible for Additional Rent for their share common area maintenance, real estate tax and insurance which will range from $2.50 to $5.00/sf/yr for Class B Retail and $4.00 to $7.00/sf/yr for Class A Retail. Direct payment for utilities and interior maintenance/repairs/replacement is also the responsibility of the tenant.

(2) Office Avg Rent = the quoted $/sf/yr rent for available office space delivered in a standard finished condition. We have adjusted this quoted rent to reflect the most common terms offered for the Office property in Topeka, KS. Office rent is adjusted to a Gross Full Service which includes all the operating expenses including utilities, janitorial and interior maintenance. Tenants will be responsible for their share of operating expenses that exceed the base year operating expenses.

(3) Industrial Avg Rent = the quoted $/sf/yr rent for available industrial space in a warm shell condition. We have adjusted this quoted rent to reflect the most common terms offered for the Industrial property in Topeka, KS. Industrial rent is adjusted to a Modified Gross which include exterior maintenance, real estate taxes, and insurance. Tenants will be responsible for their share of operating expenses that exceed the base year operating expenses. Direct payment for utilities and interior maintenance/repairs/replacement is also the responsibility of the tenant.

Department for Children and Families			
BID TAB SHEET - 6/2/2014	**A**	**1**	**2**
GENERAL INFORMATION	**CURRENT LEASE**	**CBRE**	**The RBS Group**
Contact Person		Ken Schmanke Randy Goldsmith	Bob Slechta
Agency	DCF	DCF	DCF
Proposed Address	DSOB	Athene 555 S Kansas Ave.	California Crossing 2021 SE 29th St.
City Location (market)	Topeka	Topeka	Topeka
Total Square Feet	88,000	72,862	60,000
Full Time Equivalency (FTE) employees		315	315
Lease Begin Date (initial lease period)		tbd	tbd
Lease End Date (initial lease period)		tbd	tbd
Lease Term (Years)		15,20,25 year available	20 years
ENERGY RATING		61	
LEASE COSTS			
Base Lease Cost (Average)	$15.25	$18.90	$16.00
Real Estate Taxes, Insurance, Maintenance		inc. in base	inc. in base
Utilities		inc. in base	inc. in base
Custodial/Janitorial	Inc. in Base	inc. in base	inc. in base
Trash, Pest Control, Grounds Maintenance, Snow Removal	inc. in Base	inc. in base	inc. in base
Common Area	Inc. in Base	inc. in base	inc. in base
Parking	Inc. in Base	17 stalls included	open lot/ some assiged
SUBTOTAL - Lease Costs/sf		$0.00	$0.00
OTHER BUILDING OCCUPANCY COSTS -	n/a	$0.00	$0.00
Building Operating Cost (not included in base rent)	n/a	Parking	
Total Other Bldg Opcy Costs (not included in lease)/sf	none	unknown	none
IMPROVEMENTS		$0.00	$0.00
TOTAL COST per sq. ft.		$18.90	$16.00
RATE CHANGES:		1% per year increase	$16.00 - years 1 - 5 $17.50 years 6 - 10 $19.15 years 11-15 $20.95 years 16 - 20 $22.95 1st renewal $25.11 2nd renewal
RENEWALS:		2, five year renewal options	2, five year renewal options
MOVING EXPENSES:		$100,000.00	

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	CURRENT LEASE	CBRE	The RBS Group
BUS ROUTE:		yes	yes
FURNITURE:		Steel case & Herman Miller available for lease or sale	
IMPROVEMENTS:		Landlord will make repairs, cleaning or repainting as needed to existing carpet & paint & will replace in year 7 & 15.	Landlord will construct all improvements defined in the RFP. Carpet and paint years 7 & 15.
NOTES:		City parking garage adjacent to building with skywalk. Current tenant currnetly has contract with City of Topeka for 324 stalls.	

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3	4	5	6	7
Grandmothers, Inc.	**Pioneer Group, Inc.**	**Associated Commercial Brokers Co.**	**KS Commercial**	**KS Commercial**
Robert Zibell	Ross Freeman	**Steven Ballou**	**Mike Morse**	**Mike Morse**
DCF	DCF	DCF	DCF	DCF
Dillions at 29th & Topeka 300 SW 29th st.	White Lakes Mall	YWCA 225 SW 12th	Scott Building 120 SW 10th Ave.	Scott Building 120 SW 10th Ave.
Topeka	Topeka	Topeka	Topeka	Topeka
63823 (60,923)	80,000	64,000	53,000	53,000
315	315	315	315	315
tbd	tbd	tbd	tbd	tbd
tbd	tbd	tbd	tbd	tbd
25 years	20	15 - 20	20	25
$15.90	$17.50	$6.00	$15.50	$15.50
inc. in base	not included in base	$1.43	inc.in base	inc. in base
not included	not included in base	$2.31	inc.in base	inc. in base
not included	not included in base	not included	inc.in base	inc. in base
not included	not included in base	$0.23	inc.in base	inc. in base
not included	not included in base		inc.in base	inc. in base
425	2,000	some on site	50	50
	$9.00	$3.97		
$0.00	$0.00	$0.00		
none				
$0.00	$0.00	$0.00	$0.00	$0.00
$15.90	$26.50	$9.97	see table below	see table below
Rates to be negotiated in five year increments. Esculation included.	2% annual increase, plus 10% increase at end of 10th year.		$15.50 - 2015 $16.21 2018 $16.95 2021 $17.72 2024 $18.53 2027 $19.38 2030 $20.26 2033	$15.50 - 2015 $16.21 2018 $16.95 2021 $17.72 2024 $18.53 2027 $19.38 2030 $20.26 2033 $21.19 2036 $22.16 2039
	2, five year renewal options	not addressed	2, five year renewal options	2, five year renewal options

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Grandmothers, Inc.	Pioneer Group, Inc.	Associated Commercial Brokers Co.	KS Commercial	KS Commercial
not identified	yes	not identified	yes	yes
New Carpet and Paint every 7 years.	New Carpet and paint years 7 and 15		Owner agrees to paint and carpet every 10 years. Owner agrees to install Cat 6a wiring.	Owner agrees to paint and carpet every 10 years. Owner agrees to install Cat 6a wiring.
Proposal includes fitness room/saferoom/ breakroom addition in additional building.	$17.50 plus $9.00 for all services. Plans include a parking lot across Kansas Ave. with an additional 120 parking spaces.	$6.00 per sq ft base. Add $3.74 utilities, operating expenses. Purchase Option $2,800,000. State pays for all NET changes.	Public Parking is available. Esculation clause with 2015 as base year.	Public Parking is available. Esculation clause with 2015 as base year.

8	9	10	11	12
KS Commercial	KS Commercial	KS Commercial	KS Commercial	**KS Commercial USD 501**
Mark Rezac	**Mark Rezac**	**Mike Morse**	**Mike Morse**	**Mike Morse**
DCF	DCF	DCF	DCF	DCF
Old Falley's 3000 NW Topeka Blvd.	Old Falley's 3000 NW Topeka Blvd.	Hejtmanek Law Firm 222 SW 7th	Hejtmanek Law Firm 222 SW 7th	Kansas Business & Technology Park (West Campus)
Topeka	Topeka	Topeka	Topeka	Topeka
30,379	30,379	23,100	23,100	44,000 - in 2 buildings
315	315	315	315	315
tbd	tbd	tbd	tbd	tbd
tbd	tbd	tbd	tbd	tbd
20	25	20	25	10
				n/a
$13.00	$12.00			
inc. in base	inc. in base	inc. in base	inc. in base	inc. in base
inc. in base	inc. in base	inc. in base	inc. in base	inc. in base
inc. in base	inc. in base	inc. in base	inc. in base	inc. in base
inc. in base	inc. in base	inc. in base	inc. in base	inc. in base
inc. in base	inc. in base	inc. in base	inc. in base	inc. in base
large surfact lot	large surfact lot	State lots	State lots	Free surface parking
$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00
see table below	see table below	see table below	see table below	
$13.00 - 2015 $13.39 2018 $13.79 2021 $14.21 2024 $14.63 2027 $15.07 2030 $15.52 2033	$12.00 - 2015 $12.36 2018 $12.73 2021 $13.11 2024 $13.51 2027 $13.91 2030 $14.33 2033 $14.76 2036 $15.20 2039	$13.00 - 2015 $13.39 2018 $13.79 2021 $14.21 2024 $14.63 2027 $15.07 2030 $15.52 2033	$12.00 - 2015 $12.36 2018 $12.73 2021 $13.11 2024 $13.51 2027 $13.91 2030 $14.33 2033 $14.76 2036 $15.20 2039	$15.50 - 2015 $16.21 2018 $16.95 2021 $17.72 2024 $18.53 2027 $19.38 2030 $20.26 2033 Esculator included.
2, five year renewal options	2, five year renewal options	2, five year renewal options	2, five year renewal options	5, five year renewal options

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KS Commercial	KS Commercial	KS Commercial	KS Commercial	**KS Commercial USD 501**
yes	yes	Bus transfer station 4 blocks away	Bus transfer station 4 blocks away	yes
Owner agrees to paint and carpet every 7 years. Landlord will provide Cat 6a wiring.	Owner agrees to paint and carpet every 7 years. Landlord will provide Cat 6a wiring.	Owner agrees to paint and carpet every 10 years.	Owner agrees to paint and carpet every 10 years	Owner agrees to paint and carpet every 10 years. Building will be renovated. Owner will install Cat 6a wiring.
		Lease will include esculators, base year 2015. A 14,000 portion of the building may also be leased.	Lease will include esculators, base year 2015. A 14,000 portion of the building may also be leased.	We sold these buildings to 501. Owner would like to propose a ten year lease with five options of five years. 501 cannot enter longer than 10 year; rates are projected out through renewals, which don't match up to rate chart. Escualtion included, 2015 base year.

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13					
KS Commercial USD 501					
Mike Morse					
DCF					
Kansas Business & Technology Park (West Campus)					
Topeka					
44,000 - in 2 buildings					
315					
tbd					
tbd					
10					
n/a					
inc. in base					
inc. in base					
inc. in base					
inc. in base					
inc. in base					
Free surface parking					
$0.00					
$0.00					
$0.00					
$15.50 - 2015 $16.21 2018 $16.95 2021 $17.72 2024 $18.53 2027 $19.38 2030 $20.26 2033 $21.19 2036 $22.16 2039 Esculator included.					
5, five year renewal options					

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KS Commercial USD 501 yes					
Owner agrees to paint and carpet every 10 years. Building will be renovated. Owner will install Cat 6a wiring.		11			
We sold these buildings to 501. Owner would like to propose a ten year lease with five options of five years. 501 cannot enter longer than 10 year; rates are projected out through renewals, which don't match up to rate chart. Escualtion included, 2015 base year.					

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Kansas Department of Revenue			
Bid Tab Sheet - 6/2/2014	**A**	**1**	**2**
GENERAL INFORMATION	**CURRENT LEASE**	**CBRE**	**Aeolian Corp.**
Contact Person		Ken Schmanke Randy Goldsith	Frank Meade
Agency	REVENUE	REVENUE	REVENUE
Proposed Address	DSOB	Athene 555 S Kansas Ave.	New Building 1000 SE Quincy
City Location (market)	Topeka	Topeka	Topeka
Total Square Feet	188,000	72,862	188,000
Full Time Equivalency (FTE) employees		875	875
Lease Begin Date (initial lease period)		tbd	tbd
Lease End Date (initial lease period)		tbd	tbd
Lease Term (Years)		available	15, 20 & 25 year term available
ENERGY RATING		61	
LEASE COSTS			
Base Lease Cost (Average)	$15.25	$18.90	$14.75, $13.03 & $12.18
Real Estate Taxes, Insurance, Maintenance		inc. in base	inc. in base
Utilities		inc. in base	inc. in base
Custodial/Janitorial	Inc. in Base	inc. in base	inc. in base
Trash, Pest Control, Grounds Maintenance, Snow Removal	inc. in Base	inc. in base	inc. in base
Common Area	Inc. in Base	inc. in base	inc. in base
Parking	Inc. in Base	17 stalls included	not inc. in base
SUBTOTAL - Lease Costs/sf		$18.90	
OTHER BUILDING OCCUPANCY COSTS -	n/a	$0.00	$0.00
Building Operating Cost (not included in base rent)	n/a		
Total Other Bldg Opcy Costs (not included in lease)/sf	none	Parking	none known
IMPROVEMENTS		$0.00	$0.00
TOTAL COST per sq ft			
RATE CHANGES:		1% per year increase	7.15% per year increase until year 10 when NRA tax increase ($3.00) added. 2.15% rent increase. 5% bond increase. Add more (not specified) for parking.
RENEWALS:		2, five year renewal options available	five year renewal options available
MOVING EXPENSES:		$100,000.00	
BUS ROUTE:		yes	yes

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	CURRENT LEASE	CBRE	Aeolian Corp.
FURNITURE:		Steel case & Herman Miller available for lease or sale	n/a
IMPROVEMENTS:		Landlord will make repairs, cleaning or repainting as needed to existing carpet & paint & will replace in year 7 & 15.	Carpet and paint years 7 & 15.
NOTES:		City parking garage adjacent to building with skywalk. Current tenant currnetly has contract with City of Topeka for 324 stalls.	

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3	4	5	6	7
Grandmother's, Inc.	**Pioneer Group**	**Pioneer Group**	**Pioneer Group, Inc.**	Gray Horse Farms
Robert Zibell	Ross Freeman	Ross Freeman	Ross Freeman	HT Paul Ann Adams
REVENUE	REVENUE	REVENUE	REVENUE	REVENUE
Dillions at 29th & Topeka 300 SW 29th St.	Post Office 5th and Kansas	Post Office 5th and Kansas & White Lakes Mall	White Lakes Mall 37th and S. Topeka Blvd.	800 SW Jackson
Topeka	Topeka	Topeka	Topeka	Topeka
60,923	110,000	110000 + 78,000	188,000	26,794 - 31,887
875	875	875	875	875
tbd	tbd	tbd	tbd	tbd
tbd	tbd	tbd	tbd	tbd
25	20	20	20	15, 20 or 25
no info provided	no info provided	no info provided	no info provided	no info provided
$15.90	$16.60	$17.50	$17.50	$14.50
inc. in base	inc. in base	inc. in base	inc. in base	inc. in base
not included	inc. in base	inc. in base	inc. in base	inc. in base
inc in base	inc. in base	inc. in base	inc. in base	inc. in base
not included	inc. in base	inc. in base	inc. in base	inc. in base
not included	inc. in base	inc. in base	inc. in base	inc. in base
425	inc. in base	inc. in base	inc. in base	not included
$2.25 estimated	$9.00	$6.00	$6.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00
none known	none known	none known	none known	none known
$0.00				
$18.15 estimated	$25.60	$23.50	$23.50	$14.50
Esculation for services and property taxes and insurance. Base year rent increases negotiated every five years.	2% rate increase on utilities, etc. per year. Additional 10% rate increase at end of year 10. Does not have control of the bulding.	2% rate increase on utilities, etc. per year. Additional 10% rate increase at end of year 10. Does not have control of the post office bulding. Has contorl of White Lakes by virture of an option.	2% rate increase on utilities, etc. per year. Additional 10% rate increase at end of year 10. Has contorl of White Lakes by virture of an option.	Rent rate increases every five years. Rate not specified. Renewal rates to be negotiated.
renewal options available	2, five year nenewal options	2, five year nenewal options	2, five year nenewal options	2 five year renewal options
yes	yes	yes	yes	yes

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Grandmother's, Inc.	Pioneer Group	Pioneer Group	Pioneer Group, Inc.	Gray Horse Farms
Carpet and Paint years 7 and 15. Will not install data lines - will install conduit and boxes as required for communication and data.				Not included in rate rate.
Proposal includes fitness room/safe room/ breakroom, addition in additional building, extra 2,900 sq ft.				Tenant finish not included. Lease includes esculators. Space divided on seven floors. Rate does not included parking.

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8	9	10	11	12
Eighth & Jackson Investment Group	**KS Commercial USD 501**	**KS Commercial USD 501**	**KS Commercial**	**KS Commercial**
HT Paul Ann Admas	**Mike Morse**	**Mike Morse**	**Mike Morse**	**Mike Morse**
REVENUE	REVENUE	REVENUE	REVENUE	REVENUE
515 S Kansas Ave.	Kansas Business & Technology Park (West Campus)	Kansas Business & Technology Park (West Campus)	Scott Building 120 SE 10th Ave.	Scott Building 120 SE 10th Ave.
Topeka	Topeka	Topeka	Topeka	Topeka
23,593	44,000 - in 2 buildings	44,000 - in 2 buildings	53,000	53,000
875	875	875	875	875
tbd	tbd	tbd	tbd	tbd
tbd	tbd	tbd	tbd	tbd
15, 20 or 25	10	10	20	25
no info provided	no info provided	no info provided	no info provided	no info provided
$6.00	see schedule below	see schedule below	see schedule below	see schedule below
inc. in base	inc. in base	inc. in base	inc. in base	inc. in base
inc. in base	inc. in base	inc. in base	inc. in base	inc. in base
inc. in base	inc. in base	inc. in base	inc. in base	inc. in base
inc. in base	inc. in base	inc. in base	inc. in base	inc. in base
inc. in base	inc. in base	inc. in base	inc. in base	inc. in base
not included	Free surface parking	Free surface parking	50, see attached map	50, see attached map
$6.50	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00
none known				
	$0.00	$0.00	$0.00	$0.00
$12.50	$17.79 average	$18.66 average	$17.79 average	$18.66 average
Base rent ($6.00) would be increased 10% every five years plus annual escualtor. Renewal rates to be negotiated.	$15.50 - 2015 $16.21 2018 $16.95 2021 $17.72 2024 $18.53 2027 $19.38 2030 $20.26 2033 Esculation included.	$15.50 - 2015 $16.21 2018 $16.95 2021 $17.72 2024 $18.53 2027 $19.38 2030 $20.26 2033 $21.19 2036 $22.16 2039 Esculation included.	$15.50 - 2015 $16.21 2018 $16.95 2021 $17.72 2024 $18.53 2027 $19.38 2030 $20.26 2033 Esculation included.	$15.50 - 2015 $16.21 2018 $16.95 2021 $17.72 2024 $18.53 2027 $19.38 2030 $20.26 2033 $21.19 2036 $22.16 2039 Esculation included.
2, five year renewal options	5, five year renewal options	5, five year renewal options	2, five year renewal options	2, five year renewal options
yes	yes	yes	yes	yes

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Eighth & Jackson Investment Group	KS Commercial USD 501	KS Commercial USD 501	KS Commercial	KS Commercial
Rent rate includes modular furniture - see picture in RFP.				
Not included in rent rate.	Owner agrees to paint and carpet every 10 years. Building will be renovated. Owner will install Cat 6a wiring.	Owner agrees to paint and carpet every 10 years. Building will be renovated. Owner will install Cat 6a wiring.	Owner will install Cat 6a wiring. Will repaint and carpet every 10 years.	Owner will install Cat 6a wiring. Will repaint and carpet every 10 years.
Tenant finish not included. Lease includes esculators. Space divided on three floors. Rate does not included parking.	The State sold these buildings to 501. Owner would like to propose a ten year lease with five options of five years. 501 cannot enter longer than 10 year; rates are projected out through renewals, which don't match up to rate chart. The lease includes a provision that the base year for the total cost of the operating expenses willbe 2015 &/or the first fullyear of State occupancy. The State will pay alloperating cost in excess of the base year amount.	The State sold these buildings to 501. Owner would like to propose a ten year lease with five options of five years. 501 cannot enter longer than 10 year; rates are projected out through renewals, which don't match up to rate chart. The lease includes a provision that the base year for the total cost of the operating expenses willbe 2015 &/or the first fullyear of State occupancy. The State will pay alloperating cost in excess of the base year amount.		

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13	14	15	16	17
KS Commercial	**KS Commercial**	**KS Commercial**	**KS Commercial**	**KS Commercial**
Mike Morse	**Mike Morse**	**Mike Morse**	**Mike Morse**	**Mark Rezac** KVB Northland Holdings LLC
REVENUE	REVENUE	REVENUE	REVENUE	REVENUE
Hejtmanek Law Firm 222 SW 7th St.	Hejtmanek Law Firm 222 SW 7th St.	Mills Building 901 S Kansas and 109 SW 9th St.	Mills Building 901 S Kansas and 109 SW 9th St.	Falleys Building 300 NW Topeka Blvd.
Topeka	Topeka	Topeka	Topeka	Topeka
14,000 - 23,100	14,000 - 23,100	80,053	80,053	30,379 +/-
875	875	875	875	875
tbd	tbd	tbd	tbd	tbd
tbd	tbd	tbd	tbd	tbd
20	25	20	25	20
no info provided	n/a	n/a	n/a	n/a
see schedule below	see schedule below	see schedule below	see schedule below	see schedule below
inc. in base	inc. in base	inc. in base	inc. in base	inc. in base
inc. in base	inc. in base	inc. in base	inc. in base	inc. in base
inc. in base	inc. in base	inc. in base	inc. in base	inc. in base
inc. in base	inc. in base	inc. in base	inc. in base	inc. in base
inc. in base	inc. in base	inc. in base	inc. in base	inc. in base
use state lot 8	use state lot 8	20 + state lot & City pay	20 + state lot & City pay	Surface Lot - tbd
$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00
$14.23 average	$13.55 average	$17.79 average	$18.66 average	
$13.00 - 2015 $13.39 2018 $13.79 2021 $14.21 2024 $14.63 2027 $15.07 2030 $15.52 2033 Esculator included.	$12.00 - 2015 $12.36 2018 $12.73 2021 $13.11 2024 $13.51 2027 $13.91 2030 $14.33 2033 $14.76 2036 $15.20 2039 Esculation included.	$15.50 - 2015 $16.21 2018 $16.95 2021 $17.72 2024 $18.53 2027 $19.38 2030 $20.26 2033 Esculation included.	$15.50 - 2015 $16.21 2018 $16.95 2021 $17.72 2024 $18.53 2027 $19.38 2030 $20.26 2033 $21.19 2036 $22.16 2039 Esculation included.	$13.00 - 2015 $13.39 2018 $13.79 2021 $14.21 2024 $14.63 2027 $15.07 2030 $15.52 2033 Esculator included.
2, five year renewal options	2, five year renewal options	2, five year renewal options	2, five year renewal options	2, five year renewal options
yes	yes	yes	yes	yes

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KS Commercial	KS Commercial	KS Commercial	KS Commercial	KS Commercial
				No
Owner will install Cat6a wiring. Owner agrees to paint and carpet every 10 years	Owner will install Cat6a wiring. Owner agrees to paint and carpet every 10 years	Owner will install Cat6a wiring. Owner agrees to paint and carpet every 10 years	Owner will install Cat6a wiring. Owner agrees to paint and carpet every 10 years	Owner will install Cat6a wiring. Owner agrees to carpet and paint years 7 & 15.
Owner will lease 23,100 sq ft or a portions of the building which is approximately 14,000 sq ft. Includes esculation with bae year of 2015 and or the first full year of occupancy by the State in the builidng. The State will pay all operating costs in excess of the base year amount. Storage is available in the basement at a reduced rate. Basement also functions as storm shelter.	Owner will lease 23,100 sq ft or a portions of the building which is approximately 14,000 sq ft. Includes esculation with bae year of 2015 and or the first full year of occupancy by the State in the builidng. The State will pay all operating costs in excess of the base year amount. Storage is available in the basement at a reduced rate. Basement also functions as storm shelter.	Space is located on floors 1 through 6. Esculation includedn with bae year of 2015 and or the first full year of occupancy by the State in the builidng. The State will pay all operating costs in excess of the base year amount. Storage is available in the basement at a reduced rate. Basement also functions as storm shelter. Owner proposes to construct a Sky Bridge &/or tunnel to connect LSOB and Mills Building.	Space is located on floors 1 through 6. Esculation includedn with bae year of 2015 and or the first full year of occupancy by the State in the builidng. The State will pay all operating costs in excess of the base year amount. Storage is available in the basement at a reduced rate. Basement also functions as storm shelter. Owner proposes to construct a Sky Bridge &/or tunnel to connect LSOB and Mills Building.	

18	19
KS Commercial	**KS Commercial**
Mark Rezac KVB Northland Holdings LLC	**Mark Rezac** Kanza Capital LLC Steve Hutchinson
REVENUE	REVENUE
Falleys Building 300 NW Topeka Blvd.	AT&T Building 823 SE Quincy
Topeka	Topeka
30,379 +/-	100,000 - 134,000
875	875
tbd	tbd
tbd	tbd
25	Parking
n/a	n/a
see schedule below	$15.50
inc. in base	inc. in base
inc. in base	inc. in base
inc. in base	inc. in base
inc. in base	inc. in base
inc. in base	inc. in base
Surface Lot - tbd	garage/lots - see map
$0.00	$40.00
$0.00	$0.00
$0.00	$0.00
$12.00 - 2015 $12.36 2018 $12.73 2021 $13.111 2024 $13.51 2027 $13.91 2030 $14.33 2033 $14.76 2036 $15.20 2039 Esculator included.	2, five year renewal options - $16.74 with esculation.
2, five year renewal options	2, five year renewal options
yes	yes

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KS Commercial	KS Commercial
No	
Owner will install Cat6a wiring. Owner agrees to carpet and paint years 7 & 15.	Owner will install Cat6a wiring. Owenr agrees to replace carpet and paint years 7 & 15.
	There are many options available with this space. If your are intersted in this location, please see other options. 12,200 sq ft per floor, ten story building. Base parking is 18 surface level parking spots onsite, and 22 spots within 1 block.

Department for Children and Families and Department of Revenue and OTIS REVISED Bid Tab Sheet 7/14/2014	DCF 1	DCF 1 REVISED
	CBRE	**REVISED CBRE**
GENERAL INFORMATION		
Contact Person	Ken Schmanke Randy Goldsmith	Ken Schmanke Randy Goldsmith
Agency	DCF	DCF
Proposed Address	Athene 555 S Kansas Ave.	Athene 555 S Kansas Ave.
City Location (market)	Topeka	Topeka
Total Square Feet	72,862	72,862
Full Time Equivalency (FTE) employees	315	315
Lease Begin Date (initial lease period)	tbd	tbd
Lease End Date (initial lease period)	tbd	tbd
Lease Term (Years)	15,20,25 year available	25 years
LEASE COSTS		
Base Lease Cost (Average)	$18.90	$15.00
Real Estate Taxes, Insurance, Maintenance	inc. in base	inc. in base
Utilities	inc. in base	inc. in base
Custodial/Janitorial	inc. in base	$1.75
Trash, Pest Control, Grounds Maintenance, Snow Removal	inc. in base	inc. in base
Common Area	inc. in base	inc. in base
Parking	17 stalls included	17 stalls included
SUBTOTAL - Lease Costs/sf	$0.00	$0.00
OTHER BUILDING OCCUPANCY COSTS -	$0.00	$0.00
Building Operating Cost (not included in base rent)	Parking	$2.40
Total Other Bldg Opcy Costs (not included in lease)/sf	unknown	unknown
IMPROVEMENTS	$0.00	$0.00
TOTAL COST per sq. ft. (estimated)	tbd	$19.15
RATE CHANGES:	1% per year increase	Rate is $19.15 per sq ft with addition of housekeeping and parking. Parking estimated to be $1.73 per sq. ft. Escalation above base year. Class A in Topeka $19.71 or $16.71 base vs $15.00 base.
RENEWALS:	2, five year renewal options	2, five year renewal options

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REVISED Bid Tab Sheet 7/14/2014	CBRE	REVISED CBRE
BUS ROUTE:	yes	yes
FURNITURE:	Steel case & Herman Miller available for lease or sale	Steel case & Herman Miller available for lease or sale. **Should GIVE to us.**
IMPROVEMENTS &/or MOVING EXPENSES:	Landlord will make repairs, cleaning or repainting as needed to existing carpet & paint & will replace in year 7 & 15.	Landlord will included $500,000. allowance to TI & moving expenses. Amount to be amortized over 25 years.
NOTES:	City parking garage adjacent to building with skywalk. Current tenant has contract with City of Topeka for 324 stalls.	PARKING - We assumed a rate of $35 per stall per month, for 300 stalls. Monthly rate of $10,500. Annual rate of $172,800.,or $2.37 per square foot. HOUSKEEPING would require 3 custodians at $35,000 each annual = $105,000 annual plus $18,215. annual for supplies = $1.62 per square foot for janitorial services. ? We move DCF and bill ATHENE - pay off $400 K to BNSF ? Have building measured - BOMA.

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DCF &/or REVENUE	DCF &/or REVENUE	OTIS	OTIS	DCF &/or REVENUE
2	2 REVISED	3	3 REVISED	4
Grandmothers, Inc.	**REVISED Grandmothers, Inc.**	**BNSF**	**REVISED BNSF**	**LSOB**
Robert Zibell	Robert Zibell	Mike Morse	Mike Morse	**State**
DCF	DCF	either agency	either agency	Either Agency
Dillions at 29th & Topeka	Dillions at 29th & Topeka	10th & Quincy	10th & Quincy	900 SW Jackson
Topeka	Topeka	Topeka	Topeka	Topeka
63823 (60,923)	63823 (60,923)			22,000 per floor
315	315			tbd
tbd	tbd			tbd
tbd	tbd			tbd
25 years	No New Information		No New Information	tbd
$15.90	tbd	$15.90	$15.00	$15.25
inc. in base	inc. in base			inc. in base
not included	not included			inc. in base
not included	$1.75			inc. in base
not included	not included			inc. in base
not included	not included			inc. in base
425	425			inc. in base
				$0.00
$0.00	$0.00			$0.00
none	none			$0.00
$0.00	$0.00			TI expenses
$15.90	tbd	tbd	tbd	$19.25
Rates to be negotiated in five year increments. Escalation included.	Rates to be negotiated in five year increments. Escalation included.		Rate Increases tied to CPI Escalation every 5 years.	
				n/a

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Grandmothers, Inc.	REVISED Grandmothers, Inc.	BNSF	REVISED BNSF	LSOB
yes	yes	yes	yes	yes
		May be included	May be included	
New Carpet and Paint every 7 years.	New Carpet and Paint every 7 years.		$400,000. TI amortized over 3 or 5 years. Rates from $19 - $21 per sq. ft.	
Proposal includes fitness room/saferoom/ breakroom addition in additional building.	Eliminate safe room. Class B space in Topeka average is $14.89 sq ft. Target range for this space is under $17.00 sq ft.		PARKING - we assume parking in the garage(s) would be negotiated to $48 per stall per month. Lot parking southwest corner of 10th & Quincy ranges from $28 per stall per month to $38 per stall per month. Additionaly parkIng is available south of 11th Street for $18 to $22 per stall per month.	Add $1.50 per square foot annual fee for Monumental Surcharge fee.

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DCF &/or REVENUE	DCF &/or REVENUE	REVENUE	REVENUE	REVENUE
5	6	7	8	8 REVISED
PARKING 10th & Quincy	CITY PARKING GARAGES	KS Commercial	KS Commercial	REVISED KS COMMERCIAL
Frank Meade	City of Topeka	Mike Morse	Mike Morse	Mike Morse
Either Agency	Either Agency	REVENUE	REVENUE	Revenue
10th & Quincy	All City Parking Garages	Scott Building 120 SE 10th Ave.	Scott Building 120 SE 10th Ave.	Scott Building
Topeka	Topeka	Topeka	Topeka	Topeka
		53,000	53,000	53,000
		875	875	
		tbd	tbd	
		tbd	tbd	
		20	25	No New Information
tbd	tbd	see schedule below	see schedule below	tbd
		inc. in base	inc. in base	inc. in base
		inc. in base	inc. in base	inc. in base
		inc. in base	inc. in base	$1.57
		inc. in base	inc. in base	inc. in base
		inc. in base	inc. in base	inc. in base
		50, see attached map	50, see attached map	see NOTES
		$0.00	$0.00	
		$0.00	$0.00	
		$0.00	$0.00	
tbd	tbd	$17.79 average	$18.66 average	tbd
Behind garage. 10th & Quincy - 70 stalls, $28./month. West side of 10th & Quincy 24 stalls, $38./month. South of 11th, several pkg lots-$18 - $22 /month. Upper deck/pkg. garage, 68 stalls, $32/month; rented by one party.	All city parking garges new negotiated rate of $35.00 per stall per month.	$15.50 - 2015 $16.21 2018 $16.95 2021 $17.72 2024 $18.53 2027 $19.38 2030 $20.26 2033 Esculation included.	$15.50 - 2015 $16.21 2018 $16.95 2021 $17.72 2024 $18.53 2027 $19.38 2030 $20.26 2033 $21.19 2036 $22.16 2039 Esculation included.	$16.25 sq ft includes TI. Add parking at $35.00 per stall per month.
		2, five year renewal options	2, five year renewal options	

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PARKING 10th & Quincy	CITY PARKING GARAGES	KS Commercial	KS Commercial	REVISED KS COMMERCIAL
		yes	yes	yes
				Housekeeping with 2 staff @ $35,000 annual salary plus .25 sq ft for supplies
Each Parking area is lighted.	Each Parking area is lighted.	Owner will install Cat 6a wiring. Will repaint and carpet every 10 years.	Owner will install Cat 6a wiring. Will repaint and carpet every 10 years.	Owner will install Cat 6a wiring. **We want carpet and paint yrs. 7, 14 & 21.**
PARKING - Lot parking southwest corner of 10th & Quincy ranges from $28 per stall per month to $38 per stall per month. Additionally, parking is available south of 11th Street for $18 to $22 per stall per month. Snow removal is done when snow exceeds one inch, unless there is an ice underlay, then it is removed at two inches. Icy areas are sanded.		PARKING - Lot parking southwest corner of 10th & Quincy ranges from $28 per stall per month to $38 per stall per month. Additionally, parking is available south of 11th Street for $18 to $22 per stall per month. Snow removal is done when snow exceeds one inch, unless there is an ice underlay, then it is removed at two inches. Icy areas are sanded.	PARKING - Lot parking southwest corner of 10th & Quincy ranges from $28 per stall per month to $38 per stall per month. Additionally, parking is available south of 11th Street for $18 to $22 per stall per month. Snow removal is done when snow exceeds one inch, unless there is an ice underlay, then it is removed at two inches. Icy areas are sanded.	PARKING - Lot parking southwest corner of 10th & Quincy ranges from $28 per stall per month to $38 per stall per month. Additionally, parking is available south of 11th Street for $18 to $22 per stall per month. Snow removal is done when snow exceeds one inch, unless there is an ice underlay, then it is removed at two inches. Icy areas are sanded.

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REVENUE	REVENUE	REVENUE	REVENUE	REVENUE
9	10	9 & 10 REVISED	11	11 REVISED
KS Commercial	**KS Commercial**	**REVISED KS COMMERCIAL**	**Grandmother's, Inc.**	**REVISED Grandmother's, Inc.**
Mike Morse	**Mike Morse**	**Mike Morse**	Robert Zibell	Robert Zibell
REVENUE	REVENUE	REVENUE	REVENUE	REVENUE
Mills Building 901 S Kansas and 109 SW 9th St.	Mills Building 901 S Kansas and 109 SW 9th St.	Mills Building 901 S Kansas and 109 SW 9th St.	Dillions at 29th & Topeka 300 SW 29th St.	Dillions at 29th & Topeka 300 SW 29th St.
Topeka	Topeka	Topeka	Topeka	Topeka
80,053	80,053	80,053	60,923	60,923
875	875	tbd	875	
tbd	tbd	tbd	tbd	
tbd	tbd	tbd	tbd	
20	25	No New Information	25	No New Information
see schedule below	see schedule below	$15.00	$15.90	
inc. in base	inc. in base	inc. in base	inc. in base	inc. in base
inc. in base	inc. in base	inc. in base	not included	not included
inc. in base	inc. in base	$1.75	inc in base	$1.40
inc. in base	inc. in base	inc. in base	not included	not included
inc. in base	inc. in base	inc. in base	not included	not included
20 + state lot & City pay	pay	inc. in base	425	425
$0.00	$0.00	State lots	$2.25 estimated	tbd
$0.00	$0.00		$0.00	
			none known	
$0.00	$0.00		$0.00	
$17.79 average	$18.66 average	$16.75	$18.15 estimated	tbd
$15.50 - 2015 $16.21 2018 $16.95 2021 $17.72 2024 $18.53 2027 $19.38 2030 $20.26 2033 Esculation included.	$15.50 - 2015 $16.21 2018 $16.95 2021 $17.72 2024 $18.53 2027 $19.38 2030 $20.26 2033 $21.19 2036 $22.16 2039 Esculation included.	**Target rate is $15.00 sq. ft.**	Esculation for services and property taxes and insurance. Base year rent increases negotiated every five years.	**Target rate is $15.25 - $17.50 sq. ft.**
2, five year renewal options	2, five year renewal options		renewal options available	

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KS Commercial	KS Commercial	REVISED KS COMMERCIAL	Grandmother's, Inc.	REVISED Grandmother's, Inc.
yes	yes	yes	yes	yes
Owner will install Cat6a wiring. Owner agrees to paint and carpet every 10 years	Owner will install Cat6a wiring. Owner agrees to paint and carpet every 10 years	Owner will install Cat6a wiring. **We want carpet and paint yrs. 7, 14 & 21.**	Carpet and Paint years 7 and 15. Will not install data lines - will install conduit and boxes as required for communication and data.	
Space is located on floors 1 through 6. Escalation included in with base year of 2015 and or the first full year of occupancy by the State in the builidng. The State will pay all operating costs in excess of the base year amount. Storage is available in the basement at a reduced rate. Basement also functions as storm shelter. Owner proposes to construct a Sky Bridge &/or tunnel to connect LSOB and Mills Building.	Space is located on floors 1 through 6. Escalation included in with base year of 2015 and or the first full year of occupancy by the State in the builidng. The State will pay all operating costs in excess of the base year amount. Storage is available in the basement at a reduced rate. Basement also functions as storm shelter. Owner proposes to construct a Sky Bridge &/or tunnel to connect LSOB and Mills Building.	HOUSEKEEPING with 3 staff @ $35,000 annual salary plus .25 sq ft for supplies. Esculation charges apply.	Proposal includes fitness room/safe room/ breakroom, addition in additional building, extra 2,900 sq ft.	HOUSEKEEPING with 2 staff @ $35,000 annual salary plus .25 sq ft for supplies.

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The RBS Group
Bob Slechta
DCF
California Crossing 2021 SE 29th St.
Topeka
60,000
315
tbd
tbd
20 years
$16.00
$16.00
inc. in base
inc. in base
inc. in base
inc. in base
open lot
tbd
$0.00
?
$0.00
none known
$0.00
$16.00 - years 1 - 5 $17.50 years 6 - 10 $19.15 years 11-15 $20.95 years 16 - 20 $22.95 1st renewal $25.11 2nd renewal
2, five year renewal options

The RBS Group
yes
yes
HOUSEKEEPING with 2 staff @ $35,000 annual salary plus .25 sq ft for supplies.

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