

U.S. GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE

JUN 29 2010

LEASE NO. GS-06P-90025

THIS LEASE, made and entered into this date by and between IPC WICHITA PROPERTIES LLC

whose address is 15601 DALLAS PARKWAY, SUITE 600
ADDISON, TEXAS 75001-6026and whose interest in the property hereinafter described is that of **OWNER**hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WITNESSETH: The parties hereto for the considerations hereinafter mentioned, covenant and agree as follows:

1. The Lessor hereby leases to the Government the following described premises:

6,025 rentable square feet of office, storage and related space which yields 5,259 ANSI/BOMA office area square feet. The leased property is located at 301 N. Main Street Suite 275, Wichita, Kansas 67202-4801. Such real property described herein shall be hereinafter collectively referred to as the "Leased Premises" (as described in Exhibit A attached hereto). Parking for twelve (12) structured reserved parking spaces available for Government use shall be included in the rent rate at no additional charge to the Government.

The Lessor, at its cost, may re-measure the rentable square feet (RSF) of the premises and the building, one time over the life of the lease. The parties agree that such re-measurement will not affect the ANSI/BOMA office area square feet set forth in this lease, nor will it affect the negotiated annual rent. If such re-measurement changes the RSF stated in this Lease, prior to acceptance of the change in RSF, the Government may elect to field verify the Lessor's re-measurement within 90 days of the receipt of re-measurement. Upon verification by the Government, the parties mutually agree to accept the amount of re-measured RSF as the actual RSF in the premises and for the entire building for the purpose of administering the provisions of this lease.


Said premises to be used for such purposes as determined by the General Services Administration.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on a April 17, 2010 and continuing through April 16, 2020 for Blocks A and B, subject to termination and renewal rights as may be hereinafter set forth. The actual term commencement date for expansion space will begin upon acceptance of the space as substantially complete and continuing through April 16, 2020. A subsequent Supplemental Lease Agreement establishing rent and commencement of term will be created upon acceptance and reconciliation of the tenant improvements.

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

LESSORSIGNATURE BEHRINGER HARVARD/IPC WICHITA
PROPERTIES, LLC NAME OF SIGNER
ROBERT H. THOMAS, JR. VICE PRESIDENT

ADDRESS 15601 DALLAS PARKWAY, SUITE 600; ADDISON, TX 75001

IN THE PRESENCE OF (SIGNATURE) 

NAME OF SIGNER Barbara Caroling

UNITED STATES OF AMERICASIGNATURE 

NAME OF SIGNER Matthew W. Helmering

OFFICIAL TITLE OF SIGNER Contracting
Officer

3. Effective April 17, 2010 the Government shall pay the Lessor in accordance with the following table and continuing through the Government's acceptance of expansion space. A subsequent Supplemental Lease Agreement will be created establishing the rent and commencement upon acceptance of the expansion space and reconciliation of Tenant Improvements.

BLOCK	USF	RSF	Shell	Base Cost of Services	Total Annual Rent
A - Existing	3,283	3,762	\$52,659.32	\$21,332.41	\$73,991.73
B - Storage	192	220	\$0.00	\$0.00	\$0.00
TOTAL	3,475	3,982	\$52,659.32	\$21,332.41	\$73,991.73

The Government shall pay the Lessor for Tenant Improvements and 2,043 rentable square feet which yields 1,784 ANSI/BOMA office area square feet of Expansion space upon completion and Government acceptance of space. Tenant Improvement shall be amortized over the remainder of the firm term which ends April 16, 2015. A subsequent Supplemental Lease Agreement establishing size of the demised premises, rent and commencement will be created upon acceptance of the expansion space and reconciliation of tenant improvements.

Effective April 17, 2015 the Government shall pay the Lessor in accordance with the following table:

Block	USF	RSF	Shell	Base Cost of Services	Total Annual Rent
A - Existing and Expansion	5,067	5,805	\$83,109.74	\$32,924.56	\$116,034.30
B - Storage	192	220	\$1,666.56	\$0.00	\$1,666.56
TOTAL	5,259	6,025	\$84,776.30	\$32,924.56	\$117,700.86

Rent does not include Consumer Price Index (CPI) adjustments and rent shall be adjusted in accordance with the provisions of the Solicitation For Offers #8KS2076 and the General Clauses. Rent for a lessor period shall be prorated. Rent shall be made payable to:


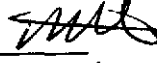
IPC WICHITA PROPERTIES, LLC
15601 DALLAS PARKWAY, 600
ADDISON, TEXAS 75001-6026

4. The Government may terminate this Lease in whole or in part any time after April 16, 2015 on one hundred and twenty (120) days' written notice to the Lessor. Said notice shall be computed with the day after the post-marked mailing date.

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 Lessor Government

5. The Lessor shall furnish to the Government, as part of the rental consideration, the following:
- A. All labor, materials, equipment, fees, utilities, construction drawings (including without limitations, plans and specifications), construction costs and services and all other costs and expenses related thereto or necessitated thereby in the connection with the design, construction, and installation of the building and improvements identified in Solicitation For Offers No. 8KS2076 and its attached Special Requirements.
 - B. All services, utilities, maintenance, and other operations as set forth elsewhere in this Lease.
 - C. All responsibilities and obligations as defined in the Solicitation For Offers No. 8KS2076 and other attachments to the Lease as referenced in Paragraph 7 of this SF-2 form.
6. The following are attached and made a part hereof:
- A. U.S. Government Lease For Real Property, Standard Form 2
 - B. Exhibit "A" to the Standard Form 2, layout of space
 - C. Solicitations For Offers (SFO) 8KS2076, dated 07/22/2009 including Amendment 1, Amendment 2 and Addendum 1
 - D. Agency Special Requirements
 - E. Form 3517, General Clauses, dated 06/2008
 - F. Form 3518, Representations and Certifications, dated 01/2007
 - G. Exhibit "B"- ABAAS ATTACHMENT
 - H. Exhibit "C" - SFO Clarifications
7. In accordance with SFO paragraph 2.3 Broker Commission and Commission Credit, Crimmins Commercial Advisors as co-broker with The Crown Partnership, Inc. are the authorized real estate broker representing GSA in connection with this lease transaction. The Lessor and Crimmins Commercial Advisors have agreed to a cooperating lease commission of [REDACTED] of the firm term value of this Lease ("Commission"). This Commission is payable (i) one-half (1/2) upon Lease execution and (ii) one-half (1/2) upon the reconciliation of the Tenant Improvements.
- In accordance with the Commission Credit described in SFO paragraph 2.3, the broker has agreed to forego [REDACTED] of the Commission ("Commission Credit") which shall be credit to the shell portion of the annual rental payments due and owing shall be reduced to fully recapture this Commission Credit. The reduction of shell rent shall commence after reconciliation of tenant improvements and shall continue until the credit has been fully recaptured.
- The actual Commission and Commission Credit shall be reconciled and adjusted accordingly upon acceptance of the Tenant Improvements.
8. Lessor has 90 days after Notice to Proceed to complete all alterations in the leased space.
9. Lessor has 90 days after lease execution to complete ABAAS Requirements and detailed in Exhibit "B".
10. In accordance with SFO paragraph 3.2 *Tenant Improvements Included in Offer*, the Lessor agrees to provide a Tenant Improvement allowance in the amount of \$152,340.00 and a Building Specific Security amount of \$9,498.00. Annual tenant improvement amortized payments will begin upon completion and acceptance of all tenant improvements to 6,025 RSF. The period used for the calculation of the Amortization will commence upon completion and acceptance of all tenant improvements to 6,025 RSF through the remaining period of firm term of the Lease at a 0.00% interest rate. In accordance with SFO Paragraph 3.3, *Tenant Improvement Rental Adjustment*, the actual cost of Tenant Improvements shall be reconciled and rent adjusted accordingly. A subsequent Supplemental Lease Agreement establishing rent will be created upon acceptance and reconciliation of the tenant improvements.

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Initials:  & 
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11. The Government agrees to pay the Tenant Improvement Fee Schedule is as follows :

- A. General Conditions will be eight (8%) of Total Subcontractor's Cost estimated to be \$152,340.00.00 plus \$9,498.00 for the Building Specific Security.
- B. General Contractors Fee will be eight (8) % of the Total Subcontractor's Cost estimated to be \$152,340.00.00 plus \$9,498.00 for the Building Specific Security.
- C. Architectural Engineering Fees will be \$1.66 per usable square foot.
- D. Lessors Project Management Fees will be (five) 5% of the Total Subcontractor's Cost estimated to be \$152,340.00 plus \$9,498.00 for the Building Specific Security.

A subsequent Supplemental Lease Agreement establishing the actual Fee amount will be created upon acceptance and reconciliation of the tenant improvements

- 12. In accordance with SFO paragraph 4.2, *Tax Adjustment*, the Government occupancy is established as 1.377% (3,982 RSF/ 289,154 RSF).
- 13. In accordance with SFO paragraph 4.3, *Operating Costs*, the base cost of services is established as \$32,924.56 per annum for the existing and expansion space.
- 14. In accordance with SFO paragraph 4.4, *Adjustment for Vacant Premises*, the adjustment for vacant premises is established as \$2.20/USF.
- 15. In accordance with SFO paragraph 4.6, *Overtime Usage*, the Government agrees to pay the Lessor \$25.00/hour for the entire leased space for HVAC services provided outside normal business hours.
- 16. The Government assumes no responsibilities for any conclusions or interpretations made by the Lessor based on information made available by the Government and/or its contractors. Nor does the Government assume any responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before execution of this contract unless understanding or representation is expressly stated in the Lease.
- 17. All questions pertaining to this Lease shall be referred in writing to the General Services Administration Contracting Officer or their designee. The Government occupant is **not** authorized to administer this lease, and GSA assumes no responsibility for any cost incurred by the Lessor except as provided by the terms of this Lease or authorized in writing by Contracting Officer or their designee. The Lessor will not be reimbursed for any services not provided for in this lease, including but not limited to: repairs, alterations and overtime services. Additionally, rent will not be paid for occupancy in whole or in part except for the term specified herein.

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Initials: QNT & [Signature]
Lessor Government