

**U.S. GOVERNMENT LEASE FOR REAL PROPERTY**

DATE OF LEASE

**JUN 29 2010**

LEASE NO.

**GS-06P-90027**

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

whose address is 15601 DALLAS PARKWAY, 600  
ADDISON, TEXAS 75001-6026

and whose interest in the property hereinafter described is that of **OWNER**

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

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

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

1,467 rentable square feet of office and related space which yields 1,280 ANSI/BOMA office area square feet. The leased property is located at 301 North Main Street, 4th floor-Suite 400, Wichita, KS 67202-4804. Such real property described herein shall be hereinafter collectively referred to as the "Leased Premises" (as described in Exhibit A attached hereto). Parking for two (2) structured reserved spaces for Government use shall be included in the rent 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.

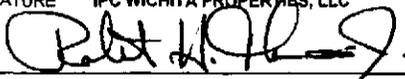
Said premises to be used for such purposes as determined by the General Services Administration.

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 subject to termination and renewal rights as may be hereinafter set forth.

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

LESSOR

SIGNATURE IPC WICHITA PROPERTIES, LLC



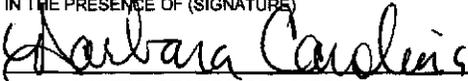
NAME OF SIGNER

**ROBERT H. THOMAS, JR.**  
**VICE PRESIDENT**

ADDRESS

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

IN THE PRESENCE OF (SIGNATURE)

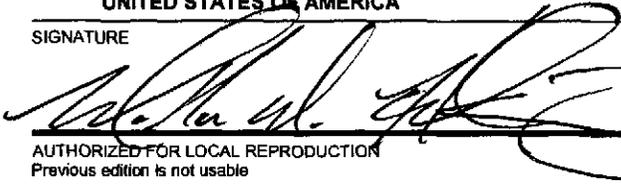


**UNITED STATES OF AMERICA**

NAME OF SIGNER

**Barbara Caroline**

SIGNATURE



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. A subsequent Supplemental Lease Agreement establishing the rent will be created upon acceptance and reconciliation of the tenant improvements.

	Annual \$ Amt.
Shell	\$17,643.31
Operating Rent	\$8,320.47
<b>Total Rent</b>	<b>\$25,963.78</b>

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

	Annual \$. Amt.
Shell	\$20,362.70
Operating Rent	\$8,320.47
<b>Total Rent</b>	<b>\$28,683.17</b>

Rent above does not include CPI escalations and shall be adjusted in accordance with the provisions of the Solicitation For Offers #8KS2079 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 after the firm term of five (5) years on 120 days' written notice to the Lessor. Said notice shall be computed with the day after the post-marked mailing date.
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. 8KS2079 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. 8KS2079 and other attachments to the Lease as referenced in Paragraph 6 of this SF-2 form.

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Initials:                      &                       
LESSOR                      GOVT

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) 8KS2079, dated 07/22/2009 including Amendment 1 and Amendment 2
- D. Exhibit "B" – ABAAS ATTACHMENT
- E. Form 3517, General Clauses, dated 06/2008
- F. Form 3518, Representations and Certifications, dated 01/2007
- G. Exhibit "C" – SFO Clarifications

7. 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 \$12,800.00 and a Building Specific Security amount of \$796.95. Annual tenant improvement amortized payments will begin upon completion and acceptance of all tenant improvements to 1,467 RSF. The period used for the calculation of the Amortization will commence upon completion and acceptance of all tenant improvements to 1,467 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.

8. The Government agrees to pay the Tenant Improvement Fee Schedule as follows :

- A. General Conditions will be eight (8%) of Total Subcontractor's Cost estimated to be \$12,800.00 plus \$796.95 for the Building Specific Security.
- B. General Contractors Fee will be eight (8) % of the Total Subcontractor's Cost estimated to be \$12,800.00 plus \$796.95 for the Building Specific Security.
- C. Architectural Engineering Fees will be \$2.08 per usable square foot.
- D. Lessors Project Management Fees will be (five) 5% of the Total Subcontractor's Cost estimated to be \$12,800.00 plus \$796.95 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.

9. 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] (b)(4) 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] (b)(4) 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.

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Initials: RLK & AK  
LESSOR GOVT

