

U.S. GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE **AUG 11 2010** LEASE NO. **GS-06P-90095**

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 75001-6026**

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:

- The Lessor hereby leases to the Government the following described premises:

A total of 7,845 rentable square feet (RSF) of office and related space, which yields 6,846 ANSI/BOMA Office Area square feet (USF) of space in a building located at 301 N. Main Suite 850, Wichita, Kansas 67202-4801 to be used for such purposes as determined by the General Services Administration. Such real property described herein shall be hereinafter collectively referred to as the "Leased Premises". Included in the rent, at no additional cost to the Government, are 3 structured parking spaces for exclusive use of Government employees.

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.

- TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning upon acceptance of the space as substantially complete by the Lease Contracting Officer and continuing for 10 years.
- The Government shall pay the Lessor annual rent as follows:

	RSF	USF	Shell	Operating Base	Tenant Improvements	Building Specific Security	Total Annual Rent	Rate/USF
Years 1-5	7,845	6,846	\$78,201.66	\$44,659.44	\$17,635.30	\$853.65	\$141,350.05	\$20.64710
Years 6-10	7,845	6,846	\$96,690.61	\$44,659.44	\$0.00	\$0.00	\$141,350.05	\$20.64710

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 PKWY.; SUITE 600; ADDISON, TX 75001-6026**

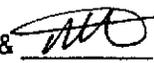
IN THE PRESENCE OF (SIGNATURE) **Karen L. Tuckman** NAME OF SIGNER **Karen L. Tuckman**
UNITED STATES OF AMERICA

SIGNATURE **Matthew W. Helmering** NAME OF SIGNER **Matthew W. Helmering**
OFFICIAL TITLE OF SIGNER **CONTRACTING OFFICER**

Rent does not include Consumer Price Index (CPI) adjustments and shall be adjusted in accordance with the provisions of the Solicitation For Offers #9KS2001 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, SUITE 600
ADDISON, TEXAS 75001-6026**

4. Included in the rental consideration is a tenant improvement allowance provided by the Lessor of \$88,176.48 to be amortized over 5 years at 0.00% (\$17,635.30/annum). A Supplemental Lease Agreement (SLA) shall be prepared at occupancy to reconcile the tenant improvement allowance.
5. The Government may terminate this lease in whole or in part at any time after the first 5 years by giving at least 120 days' notice in writing to the Lessor and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing. \$4,268.25 BNT
6. Also included as part of the rental consideration is a building specific security amount of ~~\$853.65~~ to be amortized over the firm term of the Lease (60 months) at 0.00% interest rate.
7. The Lessor shall furnish to the Government, as part to the rental consideration, the following:
 - A. Those facilities, services, supplies, utilities, and maintenance in accordance with SFO 9KS2001 dated June 29, 2009.
 - B. Build out in accordance with standards set forth in SFO 9KS2001 dated June 29, 2009. All tenant alterations to be completed within 90 days of receiving the notice to proceed by the Government.
 - C. Deviations to the approved space layouts will not be permitted unless prior written authorization is obtained from the GSA Contracting Officer.
8. The following are attached and made a part hereof:
 - A. Exhibit "A" layout of premises
 - B. SOLICITATION FOR OFFERS 9KS2001 WITH AMENDMENT 1 AND AMENDMENT 2
 - C. GSA Form 3517 entitled GENERAL CLAUSES (Rev. 11/05)
 - D. 522-27.2770-7 Fire and Casualty Damage
 - E. GSA Form 3518 entitled REPRESENTATIONS AND CERTIFICATIONS (Rev. 1/07)
 - F. FAR 52.219-28 – Post-Award Small Business Program Representation (June 2007)
 - G. Exhibit "B" – ABAAS ATTACHMENT
 - H. Exhibit "C" – SFO Clarifications
9. The portion of the lease GS-06P-20009 identified as suite 850 for the [REDACTED] consisting of 6513 RSF yielding 5600 ANSI/BOMA Office Area Square feet will be terminated upon acceptance of the space as substantially complete by the Lease Contracting Officer and commencement of rent on lease GS-06P-90095.
10. In accordance with SFO paragraph 4.2, *Tax Adjustment*, the percentage of Government occupancy is established as 2.71% (289,154 RSF/7,845 RSF).
11. In accordance with SFO paragraph 4.3, *Operating Costs*, the escalation base is established as \$44,659.442.00 per annum.
12. In accordance with SFO paragraph 4.4, *Adjustment for Vacant Premises*, the adjustment is established as \$2.20/USF for vacant space (rental reduction).
13. In accordance with SFO Paragraph 4.6, *Overtime Usage*, the Government agrees to pay the Lessor \$25.00/hr for the entire leased space for HVAC services provided outside the normal business hours. .
14. The Lessor agrees to waive the right to claim for waste or damage from any work accomplished in connection with the initial space preparation, and waives all restoration rights for alterations throughout the life of the Lease.

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Lessor

Gov't

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15. 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 \$88,160.00 plus \$4,268.25 for the Building Specific Security.

B. General Contractors Fee will be eight (8) % of the Total Subcontractor's Cost estimated to be \$88,160.00 plus \$4,268.25 for the Building Specific Security.

C. Architectural Engineering Fees will be \$2.07 per usable square foot.

D. Lessors Project Management Fees will be (five) 5% of the Total Subcontractor's Cost estimated to be \$88,160.00 plus \$4,268.25 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

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