

U.S. GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE

GCT 04 2011

LEASE NO.

GS-06P-11008

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

whose address is 1522 South Florence, Wichita, Kansas 67209-2634

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:

12,497 rentable square feet of office and related space, which yields 11,497 ANSI/BOMA Office Area square feet of space under lease, at 550 West Douglas Avenue, Wichita, Kansas 67203-6102. Such real property described herein shall be hereinafter collectively referred to as the "Leased Premises" (as described in Exhibit A attached hereto). Said leased premises to be used for such purposes as determined by the General Services Administration and the Government reserves the right of ingress and egress at all times. Parking for two (2) surface, reserved spaces for Government use only shall be included in the rental rate at no additional charge to the Government.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on a date which is not later than one hundred and twenty (120) days after the Government has received and approved construction drawings and has issued the "Notice to Proceed" to the Lessor, will be leased for a term of fifteen (15) years, with a firm term of ten (10) years, subject to any termination rights as may be hereinafter set forth. The actual term commencement date will be established by Supplemental Lease Agreement at the time the Government accepts the space.

3. The Government reserves the right to terminate this lease in whole or in part, after the firm term of ten (10) years on ninety (90) days' written notice to the Lessor. Said notice shall be computed with the day after the post-marked mailing date.

4. The Government shall pay the Lessor annual rent as follows:

Months	RSF	ABOA	Shell	Operating Base	Tenant Improvements	Building-Specific Security	Total Annual Rent
0-3	12,497	11,497	\$0.00	\$0.00	\$0.00	\$1,054.35	\$1,054.35
4-120	12,497	11,497	\$234,756.96	\$71,859.91	\$41,607.64	\$1,054.35	\$349,278.86
121-180	12,497	11,497	\$149,001.12	\$71,859.91	\$0.00	\$0.00	\$220,861.03

(See attached pages 2 of 3, 3 of 3, and "Exhibit A")

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

LESSOR

SIGNATURE

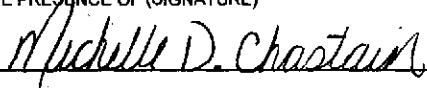
Christopher P. Ruffin, PH Property, LLC

NAME OF SIGNER

ADDRESS

1522 South Florence, Wichita, Kansas 67209-2634

IN THE PRESENCE OF (SIGNATURE)



NAME OF SIGNER

**UNITED STATES OF AMERICA**

SIGNATURE



NAME OF SIGNER




Emily M. Syrett



OFFICIAL TITLE OF SIGNER

Lease Contracting Officer

Rent shall be adjusted in accordance with the provisions of the Solicitation For Offers and the General Clauses. Rent for a lessor period shall be prorated. Rent checks shall be made payable to:

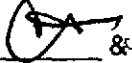

PH Property, LLC
1522 South Florence
Wichita, Kansas 67209-2634

5. The Lessor shall furnish to the Government, as part of the rental consideration, the following:
- A. All services, utilities, maintenance, and other operations as set forth elsewhere in this Lease.
 - B. All responsibilities and obligations as defined in the Solicitation For Offers No. 0KS2015 and other attachments to the Lease as referenced in Paragraph 6 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) 0KS2015, dated 04/7/2011
 - D. US  Special Requirements, dated 04/2011
 - E. US  Computer and Telephone Room Standard, dated 03/2011
 - F. US  Structure Cable Plan Standard, dated 03/2011
 - G. Form 3517, General Clauses, dated 11/2005
 - H. Form 3518, Representations and Certifications, dated 01/2007
 - I. Form 12000, Pre-Lease Fire Protection and Life Safety, dated 05/2005
 - J. Pre-Lease Building Security Plan, dated 05/2005
7. In accordance with the SFO paragraph 3.3 entitled Tenant Improvement Rental Adjustment, Tenant Improvements in the total amount of \$416,076.43 (11,497 USF x \$36.19) are amortized through the rent for 10 years at the rate of .00%. The amortized costs of these improvements are included in the stated rent in Paragraph 4 above. Deviations to the approved design intent drawings will not be permitted unless prior written authorization is obtained from the GSA Contracting Officer. The actual cost of tenant improvements shall be reconciled and rent adjusted accordingly.
8. Also included in the rental consideration, Building Specific Security in the total amount of \$8,380.00 is amortized through the rent for 10 years at the rate of 4.75%. The amortized costs of the Building Specific Security are included in the stated rent in Paragraph 4 above. The actual cost of Building Specific Security shall be reconciled and rent adjusted accordingly.
9. The date of this lease, GCT 04 2011 is the date this contract was formed as a result of the Government's acceptance of the Lessor's Final Proposal dated July 7, 2011 submitted by the Lessor under SFO No. 0KS2015 and all attachments. This Lease reflects the terms and conditions of the accepted Final Proposal.
10. In accordance with SFO paragraph 4.2, *Tax Adjustment*, the Government occupancy is established as 70.24% (12,497 RSF/17,793 RSF).
11. In accordance with SFO paragraph 4.3, *Operating Costs*, the base cost of services is established as \$71,859.91 per annum.
12. In accordance with SFO paragraph 4.4, *Adjustment for Vacant Premises*, the adjustment for vacant premises is established as \$1.75/ABOA.
13. In accordance with SFO paragraph 4.6, *Overtime Usage*, the Government agrees to pay the Lessor \$0.00/ hour for the entire leased space.
14. 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.

Initials:  & 
Lessor Government

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15. 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 the 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.
16. The Lessor hereby waives, releases and discharges, and forever relinquishes any right to make a claim against the Government for waste, damages, or restoration arising from or related to (a) the Government's normal and customary use of the leased premises during the term of the lease (including any extensions thereof), as well as (b) any initial or subsequent alteration to the leased premises, including cabling, or removal thereof, during the term of this lease (including any extensions thereof), where such alterations or removals are performed by the Lessor or by the Government with the Lessor's consent, which shall not be unreasonably withheld. The Government may, at its sole option, abandon property in the leased space following expiration of the Lease, in which case the property will become the property of the Lessor and the Government will be relieved of any liability in connection therewith.

Initials:  & 
Lessor Government