

U.S. GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE

JUL 10 2009

LEASE NO.

GS-06P-80049

THIS LEASE, made and entered into this date by and between VerMaas and Sons, LLC

whose address is VerMaas and Sons LLC
3820 Vermaas Place
Lincoln, NE 68502

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:

A total of 8,403 rentable square feet (RSF) of office and related space, which yields 5,787 ANSI/BOMA Office Area square feet (USF) of space at Lot 5 H Flint Ridge Business Park, Burlington, IA, 52655 to be used for such purposes as determined by the General Services Administration. Included in the rent at no additional cost to the Government are Thirty (30) on-site parking spaces for the exclusive use of Government employees and patrons.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on the date the Government accepts the premises as substantially complete and continuing for 10 years, subject to termination and renewal rights as may be hereinafter set forth. The Lessor shall deliver the premises to the Government substantially complete no later than 270 days subsequent to the Government's approval of design intent drawings.

3. The Government shall pay the Lessor monthly in arrears in accordance with the following table:

| Months | Annualized | | | | Total Monthly Rent |
|--------|---------------|------------------|------------------------------|-------------------|--------------------|
| | Shell | Cost of Services | Tenant Improvement Allowance | Total Annual Rent | |
| 1-3 | \$ 123,577.90 | \$ 23,947.22 | \$ 34,419.03 | \$ 181,944.15 | |
| 4-84 | \$ 123,577.90 | \$ 23,947.22 | \$ 34,419.03 | \$ 181,944.15 | \$15,162.01 |
| 85-120 | \$ 136,383.90 | \$ 23,947.22 | \$ - | \$ 160,331.12 | \$13,360.93 |

Note* - First, Second and Third Month's Monthly Rent is minus the prorated Commission Credit of [REDACTED]

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

VERMAAS AND SONS, LLC
3820 VERMAAS PLACE
LINCOLN, NE 68516

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

LESSOR

SIGNATURE VerMaas and Sons, LLC NAME OF SIGNER Gary VerMaas

ADDRESS 3820 VerMaas Place Lincoln, NE 68502

IN THE PRESENCE OF (SIGNATURE) Penny Hodgins NAME OF SIGNER Penny Hodgins



UNITED STATES OF AMERICA

SIGNATURE Jan M. Deh NAME OF SIGNER Patrick G. Walsh Lauren M. Deh
OFFICIAL TITLE OF SIGNER Contracting Officer

4. The Government may terminate this lease in whole or in part at any time after the Seventh (7th) year by giving at least 90 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.
5. 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 8IA2039 dated 4/22/08.
 - B. Build out in accordance with standards set forth in SFO 8IA2039 dated 4/22/08, and the Government's design intent drawings. The Government's design intent drawings shall be developed subsequent to award.
 - C. Deviations to the Government's design intent drawings will not be permitted unless prior written authorization is obtained from the GSA Contracting Officer.
6. The following are attached and made a part hereof:
 - A. Solicitation for Offers 8IA2039 dated 4/22/08;
 - B. GSA Form 3517 entitled GENERAL CLAUSES (Rev. 11/05)
 - C. GSA Form 3518 entitled REPRESENTATIONS AND CERTIFICATIONS (Rev. 1/07)
 - D. Attachment A - Base Plans
 - E. Attachment B - Special Requirements
7. Rent includes a Tenant Improvement Allowance of \$184,024.07 to be amortized through the rent over the firm term of the Lease (84 months) at the rate of 8%. In accordance with SFO paragraph 1.11, *Tenant Improvements Rental Adjustment*, the actual cost of Tenant Improvements shall be reconciled and rent adjusted accordingly.
8. In accordance with SFO paragraph 3.4 (F), *Percentage of Occupancy*, the percentage of Government occupancy is established as 100% (6,403 RSF / 6,403 RSF)
9. In accordance with SFO paragraph 3.7, *Operating Costs Base*, the escalation base is established as \$23,947.22 per annum. The Base Year will be established upon the occupancy date.
10. In accordance with SFO paragraph 3.10., *Common Area Factor*, the common area factor is established as 1.11% (6,403 RSF / 5,767 USF).
11. In accordance with SFO Paragraph 7.3, *Overtime Usage*, the rate for overtime usage is established as \$0.00 per hour for the entire space or any portion thereof.
12. All information submitted by the Lessor during negotiations, including but not limited to plans renderings, specifications, etc. are incorporated by reference.
13. The base for real estate escalation is established at \$22,922.74, and the Base Year will be established upon the occupancy date.
14. The Lessor hereby waives restoration as a result of all improvements.

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INITIALS:

 & 
 LESSOR GOVT