

U.S. GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE

FEB 23 2011

LEASE NO.

LIA01029

THIS LEASE, made and entered into this date by and between AURORA BUSINESS PARK ASSOCIATES LP

whose address is 1225 Jordan Creek Pkwy Ste 200
West Des Moines, IA 50266-2346

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 27,893 rentable square feet (RSF) of office and related space, which yields 28,711 ANS/BOMA Office Area square feet (OSF) of space on the first (1st) floor of the building located at Building 14 - Saturn, 4620 114th Street, Urbandale, IA 50322-7900; to be used for such purposes as determined by the General Services Administration. Included in the rent at no additional cost to the Government is one (1) reserved parking space for the Government's exclusive use and access to sixty-five (65) parking spaces for Government employees and patrons.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on February 1, 2011 and continuing for ten (10) years, subject to termination and renewal rights as may be hereinafter set forth.

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

Year	Month	Base Contract Services	Governmental Allowance	Total Annual Rent	Total Monthly Rent	
1-5	\$	330,030.57	\$ 109,119.00	\$ 288,468.07	\$ 705,817.64	\$ 58,801.47
6-10	\$	329,281.19	\$ 109,119.00		\$ 438,390.19	\$ 36,531.68

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:

Aurora Business Park Associates LP
1225 Jordan Creek Pkwy Ste 200
West Des Moines, IA 50266-2346

4. The Government may terminate this lease in whole or in part at any time after the fifth (5th) year by giving at least ninety (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.

LESSOR

SIGNATURE *Mark A. Rupprecht* AURORA BUSINESS PARK ASSOCIATES LP

NAME OF SIGNER
MARK A. RUPPRECHT

ADDRESS
1225 Jordan Creek Parkway, Suite 200, West Des Moines, IA 50312

IN THE PRESENCE OF (SIGNATURE)
Lauren Dobson

NAME OF SIGNER
Lauren Dobson

UNITED STATES OF AMERICA

SIGNATURE *Lauren Dobson*

NAME OF SIGNER
LAUREN DOBSON
OFFICIAL TITLE OF SIGNER
CONTRACTING OFFICER

AUTHORIZED FOR LOCAL REPRODUCTION
Previous edition invalid

STANDARD FORM 2 (REV 12/2008)
Prescribed by GSA - FPMR (41 CFR) 1-16.60

5. The Lessor shall furnish to the Government, as part to the rental consideration, the following:
 - A. The sixty-six (66) parking spaces described in Paragraph 1 and parking spaces required by local code.
 - B. All labor, materials, equipment, design, professional fees, permit fees, inspection fees, utilities, construction drawings (including, without limitation, plans and specifications), construction costs and services and all other similar costs and expenses associated with making the space, common areas, and related facilities ready for occupancy in accordance with the requirements of this lease and the Government's final construction drawings; provided that the Government shall make payments for lump sum items identified in the attachment sheets in the amounts specified therein. Rent is subject to adjustment in accordance with Paragraph 3.3, "Tenant Improvement Rental Adjustment" of the SFO. All cost associated with services, utilities, maintenance, repair, replacement, inspections, improvements and other requirements as required by the Solicitation For Offers No. 0IA2010 and its attachments.
 - C. Adequate space for telecommunications antennae and transmission devices in accordance with Paragraph entitled, "Telecommunications: Local Exchange Access," of the Solicitation for Offers.
6. The following are attached and made a part hereof:
 - A. Solicitation for Offers 0IA2010 dated 09/22/2010;
 - B. Amendment 1 to SFO 0IA2010, dated 10/07/2010;
 - C. GSA Form 3517 entitled GENERAL CLAUSES (Rev. 11/05)
 - D. GSA Form 3518 entitled REPRESENTATIONS AND CERTIFICATIONS (Rev. 1/07)
 - E. Exhibit A – Base Plans
7. Rent includes a Tenant Improvement Allowance of \$1,108,180.92 to be amortized through the rent over the firm term of the Lease (60 months) at the rate of 7.5%. In accordance with SFO paragraph 3.3, *Tenant Improvements Rental Adjustment*, the actual cost of Tenant Improvements shall be reconciled and rent adjusted accordingly.
8. In accordance with SFO paragraph 2.4, *Broker Commission and Commission Credit*, CB Richard Ellis, Inc. ("CBRE") is the authorized real estate broker representing GSA in connection with this lease transaction. The Lessor and CBRE have agreed to a cooperating lease commission of [REDACTED] of the firm term value of this lease ("Commission"). The total amount of the Commission is [REDACTED]. This Commission is earned upon lease execution and payable (i) one-half (1/2) when the Lease is awarded and (ii) one-half (1/2) upon the earlier of Tenant's occupancy of the premises leased pursuant to the Lease or the commencement date of the Lease. Due to the Commission Credit described in Paragraph 2.4, only [REDACTED] which is [REDACTED] of the Commission, will be payable to CBRE when the Lease is awarded. The remaining [REDACTED], which is [REDACTED] of the Commission ("Commission Credit"), shall be credited to the shell rental portion of the annual rental payments due and owing shall be reduced to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue until the credit has been fully recaptured.

First month's rental payment of \$58,801.47 minus the prorated commission credit of [REDACTED] equals [REDACTED] (adjusted first month's rent).

Second month's rental payment of \$58,801.47 minus the prorated commission credit of [REDACTED] equals [REDACTED] (adjusted second month's rent).
9. In accordance with SFO paragraph 4.1, *Measurement of Space*, the common area factor is established as 1.0368 (27,693 RSF / 26711 USF).
10. In accordance with SFO paragraph 4.2, *Tax Adjustment*, the percentage of Government occupancy is established as 58.99% (27,693 RSF / 46,946 RSF). The real estate tax base is established at \$2.50/RSF.
11. In accordance with SFO paragraph 4.3, *Operating Costs Base*, the escalation base is established as \$109,119.00 per annum.
12. In accordance with SFO paragraph 4.4, *Adjustment for Vacant Premises*, the adjustment is established as \$0.79/USF for vacant space (rental reduction).
13. In accordance with SFO Paragraph 4.6, *Overtime Usage*, the rate for overtime usage is established as \$0.00 per hour beyond the normal hours of operation of 6:30 AM to 6:30 PM. Areas requiring 24/7 HVAC will be provided at no additional cost to the Government.

INITIALS: mb LESSOR & jsd GOV'T

STANDARD FORM 2 (REV. 12/2006) CONTINUATION

LEASE NO. GS-06P 0 1 0 2 9

14. Cleaning services requiring access to the Government's leased space shall be performed during tenant working hours in accordance with SFO paragraph 4.8, *Janitorial Services*.
15. In accordance with SFO paragraph 5.12, Floor Plans after Occupancy, the Lessor shall provide two (2) copies of CAD as built drawings on CD-ROM to the contracting officer within fifteen (15) working days of completion of construction.
16. Wherever the words "offeror" or "successful offeror" appear in this Lease, they shall be deemed to mean "Lessor"; wherever the words "solicitation", "solicitation for offers", or "SFO" appear in this lease, they shall be deemed to mean "this lease"; wherever the words "space offered for lease" appear in this lease, they shall be deemed to mean "leased premises."
17. If, during the term of this lease including extensions, title to this property is transferred to another party either by sale, foreclosure, condemnation or other transaction, the Lessor (transferor) shall promptly notify the Contracting Officer of said transfer. The following information shall accompany this notification:
 - A. A certified copy of the deed transferring title to the property from the Lessor to the new owner.
 - B. A letter from the new owner assuming, approving, and agreeing to be bound by the terms of this lease.
 - C. A letter from the Lessor waiving all rights under this Lease against the Government up to the effective date of the transfer.
 - D. The new owner's tax identification number (TIN#) or social security number.
 - E. The new owner's DUNS#
 - F. The new owner's full legal name. If a corporation, indicate the state of incorporation. If a partnership, list all parties fully. If a limited partnership, list all general partners and identify under the laws of which state the limited partnership is created. If a realty trust, give names of all trustees and the recording date of the trust.
 - G. A Novation Agreement.
 - H. The new owner must provide a new GSA Form 3518.

The foregoing information must be received by the fifteenth day of the month in which the transfer of title will be affected. The rent for that month, adjusted in accordance with the effective date of the transfer will be processed to the Lessor. Initial rental payment, including the applicable portion of rent for the month during which the transfer occurred, to the new owner will be processed on the first day of the month following the transfer of title. If the notification of transfer and related information is not received until the sixteenth day of the month (or later), in which the transfer of title will be affected, the full contract rental for that month will be forwarded to the Lessor. In any instance, failure to submit the documentation required for transfer of title will result in a stop payment of rent until such time as all documentation is received by the Contracting Officer.

18. The Lessor shall not enter into negotiations concerning the space leased or to be leased with representatives of federal agencies other than the officers or employees of the U.S. General Services Administration or personnel authorized by the Contracting Officer.
19. Within 5 days of lease occupancy, the Lessor shall provide the tenant agency representative (with a copy forwarded to the GSA Government Representative), on site, a copy of the name and phone number of maintenance personnel in order that any cleaning, maintenance, janitorial, etc. problems can be taken care of immediately.
20. This lease, upon execution, contains the entire agreement of the parties and no prior written or oral agreement, expressed or implied, shall be admissible to contradict the provisions of this lease. Wherever there is a conflict between the SF-2 and the SFO, the SF-2 shall take precedence.
21. Window glazing shall be provided by the Lessor in accordance with SFO paragraph 10.15, *Shatter-Resistant Window Protection Requirements*. The cost is included in the shell rate.
22. The Lessor is a Partnership and a small business. The Tax Identification Number is [REDACTED] The DUNS number is 058577334. The signatory authority for Lessor is Mark A. Rupprecht.
23. The Tenant Improvement Fee Schedule is as follows and Lessor agrees not to exceed these figures:
 - A. The General Conditions will not exceed 6% of the total subcontractor's costs.
 - B. The General Contractors fee will not exceed 5% of the total subcontractor's costs.
 - C. No Architectural and Engineering fees are anticipated, as the agency has not requested changes to the space configuration.
 - D. No Lessor's Project Management fees.

INITIALS: LESSOR & GOVT

STANDARD FORM 2 (REV. 12/2008) CONTINUATION

LEASE NO. GS-06P U 1 02 9

24. Lessor agrees to have the PreLease Building Security Plan completed, signed, and certified by a professional engineer within ten (10) working days of notification of the award. If necessary, an action plan addressing any items for repair/improvement shall be provided within fifteen (15) working days of receiving the completed PreLease Building Security Plan.
25. Lessor shall remove all old wiring from the ceiling throughout the Government's space.
26. Lessor shall replace/repair worn carpet tiles.
27. Lessor shall re-paint the Government's space.
28. Lessor shall upgrade the HVAC system to allow for zones to remedy heating and cooling issues between the offices.
29. Lessor shall re-caulk the kitchen in the conference room, restrooms, and primary break rooms.
30. Lessor shall replace the sink, faucet and drain in the single woman's restroom.
31. Lessor shall upgrade paper towel dispensers in all restrooms to hands-free equipment.
32. Lessor shall replace all restroom soap dispensers with countertop foam dispensers.

LEASE NO. GS-06P 01 02 9

INITIALS: LESSOR & GOVT

STANDARD FORM 2 (REV. 12/2006) CONTINUATION