

U.S. GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE

FEB 24 2011

LEASE NO.

GS-06P-01056

THIS LEASE, made and entered into this date by and between DAVESSA Venture, LLC

whose address is 101 W. 2ND St., Suite 300
Davenport, IA 52801-

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 12,092 rentable square feet (RSF) of office and related space, which yields 11,094 ANSI/BOMA Office Area square feet (USF) of space at 4319 Brady Street, Davenport, IA 52806-4008 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 55 parking spaces for exclusive use of Government employees and patrons.

1. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on the date the Government accepts the space as substantially complete, and continuing for 15 years with ten (10) years firm, subject to termination and renewal rights as may be hereinafter set forth. The Lessor shall deliver the space substantially complete no later than 210 days after the Contracting Officer has issued the Notice to Proceed (NTP) on the Tenant Improvement (TI) construction.
2. The Government shall pay the Lessor monthly rent 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	\$ -	\$ 47,000.00	\$ -	\$ 47,000.00	\$ 3,916.67
4-120	\$ 221,100.00	\$ 47,000.00	\$ 50,851.82	\$ 318,951.82	\$ 26,579.32
121-180	\$ 271,960.00	\$ 47,000.00	\$ -	\$ 318,960.00	\$ 26,580.00

The above rent reflects 3 month free rent proposed by the Lessor less Operating costs.

Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

DAVESSA Venture LLC
101 W. 2ND St., Suite 300
Davenport, IA 52801-1813

(Continued on page 2)

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

LESSOR DAVESSA Venture, LLC

SIGNATURE

LESSOR NAME

NAME OF SIGNER

ADDRESS

IN THE PRESENCE OF (SIGNATURE)

NAME OF SIGNER

SIGNATURE

NAME OF SIGNER

OFFICIAL TITLE OF SIGNER

4. The Government may terminate this lease in whole or in part at any time after the 10th 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 OIA2020 dated 9/17/10 as amended.
 - B. Build out in accordance with standards set forth in SFO OIA2020 dated 9/17/10 as amended, and the Government's design intent drawings. Government space plans shall be developed subsequent to award. All tenant alterations to be completed by the lease effective date identified under Paragraph 2 above. Lease term to be effective on date of occupancy, if different from the date identified in Paragraph 2.
 - C. Deviations to the approved 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 OIA2020 dated 9/17/10,.
 - B. GSA Form 3517 entitled GENERAL CLAUSES (Rev. [11/05])
 - C. GSA Form 3518 entitled REPRESENTATIONS AND CERTIFICATIONS (Rev. [1/07])
 - D. [REDACTED] Special Requirements
7. Rent in the above table includes a TI allowance of \$377,417.88 to be amortized through the rent over the firm term of the Lease (120 months) at the rate of 6.25%. In accordance with SFO paragraph 3.2 Tenant Improvements Rental Adjustments shall be reconciled and rent adjusted accordingly.
8. In accordance with the SFO paragraph 4.2, #9 entitled *Percentage of Occupancy*, the percentage of Government occupancy is established as 100%.
9. In accordance with the SFO paragraph 4.3 entitled *Operating Costs Base*, the escalation base is established as \$47,000 per annum.
10. In accordance with the SFO paragraph 4.1 entitled *Common Area Factor*, the common area factor is established as 1.08995854 (12,092 RSF/11,094 USF)
11. In accordance with the SFO Paragraph 4.6 entitled *Overtime Usage*, the Lessor agrees that Overtime utilities will be provided at no cost to the Government.
12. All information submitted by the Lessor during negotiations, including but not limited to plans, renderings, specifications, etc are incorporated by reference.

The Lessor hereby waives restoration.

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INITIALS:


LESSOR

& 
GOVT