

# U.S. GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE

FEB 14 2011

LEASE NO.

GS-06P-11017

THIS LEASE, made and entered into this date by and between **Douglas Investors, LLC**

whose address is 617 Duff Avenue  
Ames, IA 50010-6351

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 10,720 -rentable square feet (RSF) of office/Day Care Facility Warehouse and related space, which yields 8,800 ANSI/BOMA Office Area square feet (USF) of space in a building to be constructed at 2715 Dayton Avenue, Ames, Iowa 50010, 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 26 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 February 1, 2011, and continuing through January 31, 2016, subject to termination and renewal rights as may be hereinafter set forth.
3. The Government shall pay the Lessor annual rent including all escalations pursuant to the table below.

Months	Annualized				Total Monthly Rent
	Shell	Cost of Services	Tenant Improvement Allowance	Total Annual Rent	
1-60	\$131,560	\$56,389.08	-0-	\$187,949.08	\$15,662.42

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

DOUGLAS INVESTORS, LLC  
617 DUFF AVENUE  
AMES, IA 50010-6351

4. The Government may terminate this lease in whole or in part at any time after January 31, 2013, 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.

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

**LESSOR: Douglas Investors, LLC**

SIGNATURE

NAME OF SIGNER

ADDRESS

NAME OF SIGNER

IN THE PRESENCE OF (SIGNATURE)

NAME OF SIGNER

UNITED STATES OF AMERICA

SIGNATURE

NAME OF SIGNER

OFFICIAL TITLE OF SIGNER

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 9IA2054 dated 01/05/2011.
  - B. Build out in accordance with standards set forth in SFO 9IA2054 dated 01/05/2011, 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. The Lessor hereby waives restoration.
  - 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 9IA2054, dated 01/05/2011.
  - B. GSA Form 3517 entitled GENERAL CLAUSES (Rev. [11/05])
  - C. GSA Form 3518 entitled REPRESENTATIONS AND CERTIFICATIONS (Rev. [1/07])
7. In accordance with the SFO paragraph entitled *Tenant Improvement Rental Adjustment*, Tenant Improvements in the total amount of \$393,176.79, 8,800 USF x \$44.68 that would have been available to USDA will not be utilized for this succeeding lease nor amortized in the rent.
8. The attached Eagles Loft Fix-it List contains requirements for alterations needed to bring the existing space up to 2011 standards; for child care facilities. A Supplemental Lease Agreement (SLA) will be issued identifying the shell (Lessor responsibility) versus Government provided alterations needed at this location. All of these requirements will be required and included in the advertisement for the long term facility. The existing Lessor will be eligible to compete for the long-term procurement if the requirement can be met prior to occupancy.
9. In accordance with the SFO paragraph entitled *Percentage of Occupancy*, the percentage of Government occupancy is established as 100%.
10. In accordance with the SFO paragraph entitled *Operating Costs Base*, the escalation base is established as \$56,389.08/annum) and the base year is 2011.
11. In accordance with the SFO paragraph entitled *Common Area Factor*, the common area factor is established as 1.21818182, 10,720 RSF/8,800 USF).
12. In accordance with the SFO Paragraph entitled *Overtime Usage*, Overtime utilities shall be provided by the Lessor at no cost to the Government as part of the rental consideration.
13. Real Estate taxes will be adjusted annually per the Information contained on Attachment "A", "Tax Adjustments" with the Base Year being 1996 and the Base Year amount established as \$22,144.

The Lessor hereby waives restoration.

(See attached Fix-it list made a part hereof.)

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