

U.S. GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE

MAY 12 2008

LEASE NO.

GS-O6P-80005

THIS LEASE, made and entered into this date by and between

whose address is Matco Holdings of Iowa, L.L.C.
220 W. Ridgeway Avenue
Waterloo, IA 50701

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 consideration hereinafter mentioned, covenant and agree as follows:

1. The Lessor hereby leases to the Government the following described premises:

Approximately 4,240 rentable square feet of space that yields 3,664 ANSI/BOMA Office Area square feet at 220 W. Ridgeway Ave., Waterloo, Iowa, as described in Exhibit "A" which is attached hereto and made part of the lease. The Government shall have rights to ingress and egress at all times.

2. TO HAVE AND TO HOLD the said premises with their appurtenances a period of ten (10) years, five (5) years firm term, subject to termination rights as hereinafter be set forth. The Government occupancy shall begin no later than 180 days from the Government's approval of Design Intent drawings. Actual term period and square feet shall be mutually determined and established with a Supplemental Lease Agreement. Rent shall commence with occupancy and shall be prorated by taking the rental rate per useable square foot times the amount of square feet occupied.

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

MONTHS 1 - 60 ANNUAL

Shell: \$ 70,949.85

TI: \$ 24,151.86

Oper: \$ 27,186.46

Total: \$122,288.17

MONTHS 61 - 120 ANNUAL

Shell: \$ 79,472.16

TI*: -0-

Oper: \$ 27,186.46

Total: \$106,658.62

*Tenant Improvement

OPERATING COSTS WILL REMAIN FIXED FOR THE TERM OF THE LEASE
PARAGRAPH 3.6 and 3.7 OF THE LEASE WILL BE DELETED IN THEIR ENTIRETY

Rates above include an estimated TI allowance of \$106,652 (\$29,108.1 per ANSI/BOMA office area square foot) to be amortized over FIVE (5) years at 5%. If the entire estimated TI allowance is not used, the Government shall decrease the rent accordingly per paragraph 1.10 of the lease. If the TIs exceed the improvement allowance, the Government shall elect to pay lump sum, amortize in the rent, or reduce the TI requirements. Rent for a lesser period shall be prorated. Rent is paid in arrears in accordance with the Prompt Pay Act. Rent shall be made payable by direct deposit into the financial institution of:

Matco Holdings of Iowa, L.L.C.
220 W. Ridgeway Ave.
Waterloo, IA 50701

4. The Government may terminate this lease at any time in whole or in part at any time after the initial five (5) year firm term 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. ~~This lease may be renewed at the option of the Government, for the following terms and at the following rentals:~~

This paragraph is deleted in its entirety

~~provided notice be given in writing to the Lessor at least _____ days before the end of the original lease term or any renewal term; all other terms and conditions of this lease shall remain the same during any renewal term. Said notice shall be computed commencing with the day after the date of mailing.~~

6. The Lessor shall furnish to the Government, as part of the rental consideration, the following:

A fully serviced lease including all labor and materials necessary to alter the space, all building services, supplies, utilities, and equipment; including heating and air-conditioning equipment; and ventilation, electricity for heat, window washing; hot and cold water, chilled drinking water, toilet supplies, after tenant hours janitorial services and supplies; initial and replacement lamps, tube starters, fuses, and ballasts; general security; lawn and landscaping maintenance; building engineers, management; taxes and insurance, and any and all other services, supplies, equipment and modifications as more set forth in the following portions of the attached Solicitation for Offers (SFO) 7IA0050 dated 10/01/2007 which is attached and made part of this lease as referenced in:

SFO Table of Contents: Pages 2 - 4
SFO Summary Section: Paragraphs 1.0 - 1.19
SFO Award Factors: 2.0
SFO Miscellaneous: Paragraphs 3.0 - 3.18
SFO General Architecture: Paragraphs 4.0 - 4.14
SFO Architectural Finishes: Paragraphs 5.0 - 5.24
SFO Mechanical, Electrical, Plumbing: Paragraphs 6.0 - 6.19
SFO Services, Utilities, Maintenance: Paragraphs 7.0 - 7.10
SFO Safety and Environmental Management: Paragraphs 8.0 - 8.11
SFO Lease Security Standards: Paragraphs 9.0 - 9.31

7. The following area attached and made a part hereof:

~~The General Provisions and Instructions~~


Page 3, containing Paragraphs 9 through 18, the above portions of SFO 4MO0116, consisting of 39 pages; GSA Form 3518, Representations and Certifications, consisting of 7 pages; GSA Form 3517, General Clauses, consisting of 2 pages; Exhibit "A" drawing.

8. The following changes were made in this lease prior to its execution:


Paragraph 5 was deleted in its entirety. The words "The General Provisions and Instructions" were deleted in paragraph 7 above. Page 3 containing paragraphs 9 through 18 and Exhibit "A" were added.

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

LESSOR **Matco Holdings of Iowa, L.L.C.**

BY 
(Signature)

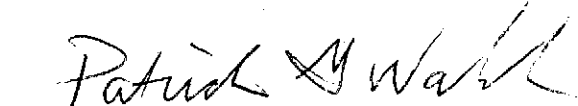
(Signature)

IN PRESENCE OF:

(Signature) **Fred B. Mische, Jr.**

270 W. Pittsburg Ave Waterloo IA
(Address)

UNITED STATES OF AMERICA GENERAL SERVICES ADMINISTRATION, PUBLIC BUILDINGS SERVICE

Realty Services Division
East Leasing Services Branch

BY 
(Signature)

(Official title)
Contracting Officer

9. The space delivered shall contain no more than 3,682 and no less than 3,482 ANSI/BOMA office area square feet. The space shall be computed in accordance with the Miscellaneous Section, Paragraph 3.9 of the lease, ANSI/BOMA Office Area Square Feet, and upon delivery of the space and mutual field measurement.
10. The building has a 1.15720524 Common Area Factor for conversion of ANSI/BOMA Office square feet to rentable square feet.
11. The base rent for operating costs as a matter of record is \$27,186.46 (\$7.41988537 per ANSI/BOMA Office Area square foot/useable) will remain fixed throughout the term of the lease.
12. For the purpose of real estate tax adjustments in accordance with Paragraph 3.4, in the lease, the Government occupies 21.83 % of the building.
13. The cost of usage of the overtime utilities is provided by the Lessor at no cost to the Government in accordance with the Services, Utilities, and Maintenance Section, Paragraph 7.3 of the lease.
14. The Lessor shall provide a valid occupancy permit for the Government at time of occupancy of the space.
15. The Lessor shall provide the labor, material and supervision necessary to maintain the structure, roof, walls, windows, doors, and other necessary building appurtenances to provide watertight integrity, structural soundness, and acceptable appearance.
16. The Lessor shall furnish labor, material, and supervision necessary to maintain all mechanical and electrical equipment and systems in satisfactory condition to provide reliable service to systems, and to correct disturbing noises or exposures to fire and safety hazard. All local code requirements shall be displayed on all boilers, unfired pressure vessels, or any other items for which a certification is required.
17. The Lessor agrees to furnish labor, materials, equipment and supervision necessary to build out the space in accordance with the lease, and the Design Intent drawings that will be approved by the Government. The construction shall be satisfactory to the Government and finished with first class materials and workmanship. In accordance with Paragraphs 5.1 and 5.2 of the lease, the Lessor shall comply to the extent feasible with the Resource Conservation and Recovery Act (RCRA), Section 6002, 1976, and use recycled and or environmentally preferable products and materials where economically feasible
18. The Lessor agrees to waive the right of restoration costs, and claim for waste or damage arising from any work accomplished in connection with the initial space preparation, and waives all restoration rights for the alterations performed after the initial occupancy included in the lease.

Initials: W & J
Lessor Government

Lease No. GS-06P-80005