

This Lease is made and entered into between

BANK BUILDING INVESTORS, LTD.

("the Lessor"), whose principal place of business is 101 W. 2nd Street Suite 500, Davenport, IA 52801-1815, and whose interest in the Property described herein is that of Fee Owner, and

The United States of America

("the Government"), acting by and through the designated representative of the General Services Administration ("GSA"), upon the terms and conditions set forth herein.

Witnesseth: The parties hereto, for the consideration hereinafter mentioned, covenant and agree as follows:

The Lessor hereby leases to the Government the Premises described herein, being all or a portion of the Property located at

101 W. 2nd Street, Davenport, IA 52801-1813

and more fully described in Section 1, together with rights to the use of parking and other areas as set forth herein.

To Have and To Hold the said Premises with their appurtenances for the term beginning on December 1, 2012 and continuing for a period of

10 Years, 5 Years Firm,

subject to termination and renewal rights as may be hereinafter set forth, to be used for such purposes as determined by the General Services Administration.

In Witness Whereof, the parties to this Lease evidence their agreement to all terms and conditions set forth herein by their signatures below, to be effective as of the date of delivery of the fully executed Lease to the Lessor.

FOR THE LESSOR:



Name: Beth Ellen Richlen

Title: Vice President

Date: 11-7-12

FOR THE GOVERNMENT:



Patrick G. Walsh

Lease Contracting Officer

Date: 12/2/12

WITNESSED BY:



Name: Margery Stratton

Title: Broker

Date: 11-7-2012

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SECTION 1 THE PREMISES, RENT, AND OTHER TERMS

1.01 THE PREMISES—SUCCEEDING (APR 2011)

Unless otherwise noted, the Government accepts the leased premises and tenant improvements in their current existing condition, with the following exceptions further outlined more thoroughly in this solicitation. These exceptions include, but are not limited to, security improvements, National Fire Protection Association (NFPA) requirements, ABAAS compliance, as well as compliance with all local codes and ordinances. The Lessor shall be responsible for continuing obligations for cleaning, janitorial, maintenance, repair, etc. as set in the below Lease Contract paragraphs and attached General Clauses.

The Premises are described as follows:

Office and Related Space: 11,356 rentable square feet (RSF), yielding 10,412 ANSI/BOMA Office Area (ABOA) square feet (sq. ft.) of office and related space (based upon a Common Area Factor of 1.090664618 percent, as depicted on the floor plan(s) attached hereto as Exhibit A.

1.02 EXPRESS APPURTENANT RIGHTS (APR 2011)

The Government shall have the non-exclusive right to the use of Appurtenant Areas, and shall have the right to post Government Rules and Regulations within such areas. The Government will coordinate with the Lessor to ensure signage is consistent with the Lessor's standards. Appurtenant to the Premises and included with the Lease are rights to use the following:

A. Parking: 3 structured inside parking spaces shall be reserved for the exclusive use of the Government, and available, affordable parking for 23 employees to be located within two blocks walking radius. In addition, the Lessor shall provide such additional parking spaces as required by the applicable code of the local government entity having jurisdiction over the Property.

B. Antennae, Satellite Dishes and Related Transmission Devices: Space located on the roof of the Building sufficient in size for the installation and placement of the telecommunications equipment as such may be described herein, together with the right to access the roof and use of, all building areas (e.g., chases, plenums) necessary for the use, operation and maintenance of such equipment at all times during the term of this Lease.

1.03 RENT AND OTHER CONSIDERATION—SUCCEEDING (APR 2011)

A. The Government shall pay the Lessor annual rent payable monthly in arrears at the following rates:

	YEAR 1 (12/1/2012 – 11/30/2013)		YEARS 2 – 5 (12/1/2013 – 11/30/2017)	
	ANNUAL RENT	ANNUAL RATE / RSF	ANNUAL RENT	ANNUAL RATE / RSF
SHELL RENTAL RATE	117,305.21	10.329800	135,363.52	11.92
OPERATING COSTS*	60,242.61	5.304915	60,242.61	5.304915
FULL SERVICE RATE	177,547.82	15.634715	195,606.13	17.224915

	YEARS 6 – 10 (12/1/2017 – 11/30/2022)	
	ANNUAL RENT	ANNUAL RATE / RSF
SHELL RENTAL RATE	138,202.52	12.17
OPERATING COSTS*	60,242.61	5.304915
FULL SERVICE RATE	198,445.13	17.474915

B. If the Government occupies the Premises for less than a full calendar month, then rent shall be prorated based on the actual number of days of occupancy for that month.

C. Rent shall be paid to the Lessor by electronic funds transfer in accordance with the provisions of the General Clauses. Rent shall be payable to the Payee designated in the Lessor's Central Contractor Registration.

D. The Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:

1. The leasehold interest in the Property described in Paragraph 1.01, "The Premises," created herein.

2. All costs, expenses and fees to perform the work required for acceptance of the Premises in accordance with this Lease, including all costs for labor, materials, and equipment, professional fees, contractor fees, attorney fees, permit fees, inspection fees, and similar such fees, and all related expenses.

3. Performance or satisfaction of all other obligations set forth in this Lease.

4. All services, utilities, and maintenance required for the proper operation of the Property, the Building, and the Premises in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements, and improvements required to be made thereto to meet the requirements of this Lease.

E. Parking shall be provided at a rate of \$0 per parking space per month (Structure), and \$0 per parking space per month (Surface).

1.04 ~~BROKER COMMISSION AND COMMISSION CREDIT (APR 2011)~~

This paragraph has been deleted in its entirety.

1.05 ~~TERMINATION RIGHT (APR 2011)~~

The Government may terminate this Lease, in whole or in part, at any time effective after the firm term of this Lease by providing not less than 90 days' prior written notice to the Lessor. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination.

1.06 ~~RENEWAL RIGHTS (APR 2011)~~

This Lease may be renewed at the option of the Government for a term of 5 years, 2 years firm, at the following rental rates, provided written notice is given to the Lessor at least thirty (30) days before the end of the original Lease term:

	OPTION (IF EXERCISED) YEARS 11 -15 (12/1/2017 – 11/30/2022)	
	ANNUAL RENT	ANNUAL RATE / RSF
SHELL RENTAL RATE	139,905.92	12.32
OPERATING COSTS*	60,242.61	5.304915
FULL SERVICE RATE	200,148.53	17.624915

1.07 ~~DOCUMENTS INCORPORATED BY REFERENCE~~

The following documents are incorporated by reference, as though fully set forth herein:

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
FLOOR PLAN(S)		A
GSA FORM 3517B GENERAL CLAUSES	33	B
GSA FORM 3518, REPRESENTATIONS AND CERTIFICATIONS	7	C

1.08 ~~PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT, ESTABLISHMENT OF TAX BASE (APR 2011)~~

As of the Lease Award Date, the Government's Percentage of Occupancy, as defined in the Real Estate Tax Adjustment clause of this lease is 20.40 percent. The percentage of occupancy is derived by dividing the total Government space of 11,356 rentable square feet by the total building space of 55,534 rentable square feet.

The Real Estate Tax Base, as defined in the Real Estate Tax Adjustment clause of the Lease is \$47,579.38. The base year is established as the first year of this lease, beginning December 1, 2012 through November 30, 2013.

1.09 ~~OPERATING COST BASE (APR 2011)~~

The parties agree that for the purpose of applying the clause titled "Operating Costs Adjustment" that the Lessor's base rate for operating costs shall be \$5.304915 per rentable sq. ft. The base year is the first year of this lease, December 1, 2012 through November 30, 2013.

1.10 ~~RATE FOR ADJUSTMENT FOR VACANT LEASED PREMISES (APR 2011)~~

In accordance with the section entitled "Adjustment for Vacant Premises" if the Government fails to occupy or vacates the entire or any portion of the Leased Premises prior to expiration of the term of the Lease, the operating costs paid by the Government as part of the rent shall be reduced by \$2.00 per ABOA sq. ft. of space vacated by the Government.

1.11 ~~OVERTIME HVAC RATES (APR 2011)~~

This paragraph has been deleted in its entirety

1.12 ~~24-HOUR HVAC REQUIREMENT (APR 2011)~~