

U.S. GOVERNMENT  
LEASE FOR REAL PROPERTY

DATE OF LEASE

OCT 08 2009

LEASE NO.

GS-06P-90124

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

4300 Westown, LLC  
Hurd Office, LLC

whose address is 12035 University Avenue  
Suite #101  
Clive, Iowa 50325

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:

30,995.92 BOMA Office Area square feet (as shown on attached Exhibit "A", green hatched area), or approximately 34,523.79 rentable square feet of office and related space together with 200 on-site surface parking spaces located at the Westown City Center building, 4300 Westown Parkway, West Des Moines, Iowa 50266-1266.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning no later July 1, 2010. If the space is ready for occupancy by June 1, 2010, the Government will be willing to accept the space by June 1, 2010. The term of the lease is 10 years, five year firm, subject to termination rights described in paragraph 4 below.

3. The Government shall pay the Lessor annual rent of \$ SEE PARAGRAPH 9 ON SHEET 2A  
At the rate of \$ \_\_\_\_\_ per \_\_\_\_\_ in arrears. Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

4. The Government may terminate this lease at any time in whole or in part on or after the initial five-year firm term by giving at least 120 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.~~

INITIALS:

LESSOR

GOVERNMENT

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

All requirements set forth in this Lease including, but not limited to, all building services, supplies, utilities and equipment; heating and air-conditioning; electricity; hot and cold water; window washing; sewer services; elevator service; chilled drinking water; toilet supplies; janitorial services and supplies; initial and replacement lamps, tubes, starters, fuses and ballasts; and any and all other requirements, services, supplies, utilities and equipment, as more specifically set forth in this Lease.

7. The following are attached and made a part hereof:  
~~The General Provisions and Instructions~~

<sup>9</sup>  
Sheets 2A through 2B, Paragraphs 9-28; the Solicitation for Offers (SFO) 9IA2029, pages 1-58; Amendment 1, page 1; Additional Certification Far 52.219-28, page 1; Replacement General Clause 552.270-7, page 1; GSA Form 3517B, General Clauses, pages 1-33; GSA Form 3518, Representations and Certifications, pages 1-7; Exhibit A, one sheet.


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

The words "The General Provisions and Instructions" were deleted in Paragraph 7 above. Paragraph 3 was deleted in its entirety and replaced with Paragraph 9. Paragraph 5 was deleted in its entirety. Paragraphs 9 through 28<sup>9</sup> have been added.


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


LESSOR 4300 Westown, LLC  
Hurd Office, LLC

BY

 DAVID I. HANSEN, VP For  
(Signature) Palamar Holdings, LLC,  
its Manager

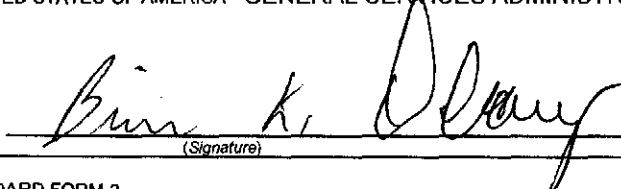
IN PRESENCE OF:

  
(Signature)

  
(Signature) Manager, Hurd Office, LLC

UNITED STATES OF AMERICA GENERAL SERVICES ADMINISTRATION, PUBLIC BUILDINGS SERVICE  
Realty Services Division  
East Leasing Services Branch

BY

  
(Signature)

Contracting Officer  
(Official title)

9. The Government shall pay the Lessor annual rent in accordance with the following schedule:

Year	Shell	Operating	Tax	Total Annual Rent	Rate per BOMA SF	Rate per SF	Total Annual Rent
1-5	\$518,590.01	\$141,827.00	\$243,299.31	\$1,003,716.32	\$32.382207	\$29.073178	\$83,643.03
6-10	\$618,590.01	\$141,827.00	\$0	\$760,417.01	\$24.532809	\$22.025884	\$63,368.08

Rent is paid monthly in arrears. Rent for a lesser period shall be prorated. Rent checks shall be payable to:

4300 Westown, LLC  
Hurd Office, LLC  
12035 University Avenue, Suite #101  
Clive, Iowa 50325

10. The Leased space to be delivered to the Government shall contain no more than 30,995.92 BOMA Office Area square feet. Upon delivery, the quantity of space shall be determined by mutual field measurement. The Government shall pay for no more than 30,995.92 BOMA Office Area square feet of space.

11. The base rate for operating cost escalation will be \$4.57566673 per BOMA Office Area square foot per annum (\$141,827.00 Total). The operating cost base rate will be used for the purposes of computing rental adjustments in accordance with Paragraph 4.3 (Operating Costs) of the solicitation.

12. Real estate taxes are included in the shell rate.

13. In accordance with paragraph 4.2 (tax adjustment), of the SFO the percentage of Government occupancy is 32.747773 percent.

14. Paragraph 4.2.B.7 of the SFO states the "Real Estate Tax Base" is the Unadjusted Real Estate Taxes for the first full Tax Year following the commencement of the Lease term. If the Real Estate Taxes for that Tax Year are not based upon a Full Assessment of the Property, then the Real Estate Tax Base shall be the Unadjusted Real Estate Taxes for the Property for the first full Tax Year for which the Real Estate Taxes are based upon a Full Assessment. Such first full Tax Year may be hereinafter referred to as the "Tax Base Year."

15. In accordance with paragraph 4.5 (Normal Hours) of the SFO, services, utilities, and maintenance shall be provided daily, extending eight (8:00) a.m. to eight (8:00) p.m. except Saturdays, Sundays, and federal holidays. In addition, air conditioning for the MDF and IDF rooms shall be provided 24 hours-per-day, 365 days-per-year.

16. In accordance with paragraph 4.6.B. (Overtime Usage) of the SFO, if heating or cooling is required on an overtime basis, such services will be ordered orally or in writing by the Contracting Officer or the GSA Buildings Manager, or a designated Tenant Agency official. When ordered, services shall be provided at the hourly rate of \$10.00 per hour for the entire space (Note: IDF and MDF rooms are considered Normal Hours) which shall include all the Lessor's administrative costs.

INITIALS: AKA & AKO  
Lessor Government

SHEET 2A  
Lease No. GS-06P-90124

17. Paragraph 4.4 (Adjustment for Vacant Premises) of the SFO is deleted and replaced as follows:

- "4.4. Adjustment for Vacant Premises

(a) If the Government fails to occupy any portion of the leased premises or vacates the premises in whole or in part prior to the expiration of the term of the lease, the operating expense portion of the rent shall be reduced as provided in subparagraph (b) below;

(b) The rate will be reduced by that portion of the costs per BOMA Office Area square foot of operating expenses not required to maintain the space (i.e. janitorial). The Government shall notify the Lessor 30 days prior to vacating the space. At that time, the Lessor shall provide the Government cost information related to operating expenses not required to maintain the Government's space. These proposed operating cost reductions will then be reviewed by the Government to determine if operating cost reductions are fair and reasonable. Said reductions must occur on the day the Government vacates the premises and must continue in effect until the Government occupies the premises or the lease expires or is terminated.

18. Paragraph 5.14 of the SFO adds the following sentences. "However, any data or communications cabling installed by the tenant shall be properly marked to identify the beginning and ending points of each individual cable. Any data or communications cabling which is not properly marked shall be removed by the Government at lease termination."

19. In accordance with Paragraph 5.3.A. of the SFO, after award of the lease contract to the successful offeror, the Lessor will provide Design Intent Drawings (DIDs) to the Government. Based on the DIDs, the Lessor must then provide the Contracting Officer with the construction documents for review and comment. A detailed cost proposal based on Government reviewed construction documents shall be submitted within 14 days of Government review. The detailed cost proposal shall follow the CSI format that was attached to original SFO Number 9IA2029 and is incorporated herein by reference.

20. The general contractor fee for Tenant Improvement work is 10%.

21. It is acceptable to the Government that the demarcation closet is located on the 2<sup>nd</sup> floor and is not vertically stacked with the first floor telecommunications closet.

22. The Lessor shall provide the labor, material and supervision necessary to maintain the structure, roof, walls, windows, doors and any other necessary building appurtenances to provide watertight integrity, structural soundness and acceptable appearance.

23. The Lessor shall furnish all labor, material and supervision necessary to maintain all mechanical and electrical equipment and systems in a satisfactory condition, to provide reliable service, and to correct disturbing noises or exposure to fire or safety hazard. All local and national code requirements shall be displayed on all boilers, unfired pressure vessels, or any other items for which a certificate is required.

24. All alterations and modifications shall be performed by skilled contractors, in accordance with acceptable standards of good workmanship.

25. The common area factor for the building is 1.11381724.

26. The tenant improvement amortization rate is 8% annually.

27. The total amount of tenant improvement allowance is \$999,928.38 (\$32.26/usf x 30,995.92).

28. The calculation of annual payments of tenant improvements over the firm term is as follows: \$999,928.38 @ 8% for 5 years is \$243,299.31 annually.

29. Upon occupancy of the space by the Government, the Lessor shall provide approximately Six hundred and forty seven (647) on-site surface parking spaces for the Westown City Center building located at 4300 Westown Parkway. This will provide the building a ratio of 6 parking spaces for every one thousand (1000) rentable square feet of space. Upon completion of the building's final parking plan and approval by the City, the Lessor shall send the Government a copy of the final parking plan.

INITIALS: SPH & BAC  
Lessor Government