

U.S. GOVERNMENT  
LEASE FOR REAL PROPERTY

DATE OF LEASE: 7/30/10

LEASE No. GS-09B-02284

THIS LEASE, made and entered into this date between Investors Warranty of America, Inc.

whose address is: 4333 Edgewood Road N.E.  
Cedar Rapids, IA 52338

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:

3,150 rentable square feet (rsf), yielding 2,697 ANSI/BOMA Office Area square feet [REDACTED], and 1,453 rentable square feet (rsf), yielding 1,247 ANSI/ BOMA Office Area square feet [REDACTED] and related space located on Floors 7 and 8 at 3636 N. Central Avenue, Phoenix, AZ, together with 13 onsite, reserved, structured parking spaces, to be used for SUCH PURPOSES AS DETERMINED BY THE GENERAL SERVICES ADMINISTRATION.

The total rentable square footage is 4,603 and the total ANSI/ BOMA Office Area square footage is 3,944.

2. PARAGRAPH 2 IS INTENTIONALLY OMITTED.

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

For years 1-5: \$96,663.00 at the rate of \$8,055.25 per month in arrears.

For years 6-10: \$115,075.00 at the rate of \$9,589.58 per month in arrears.

For years 11-15: \$138,090.00 at the rate of \$11,507.50 per month in arrears.

Rent checks shall be payable to:

Investors Warranty of America, Inc.  
P.O. Box 1450  
Minneapolis, MN 55485-6125

NW 6/2501  
LESSOR GOV'T

Rent for a lesser period shall be prorated.

4. The Government may terminate this lease in whole or in part effective any time on or after the fifth (5<sup>th</sup>) year of this lease for the [REDACTED] and, the Government may terminate this lease in whole or in part effective any time on or after the third (3<sup>rd</sup>) year of this lease for the [REDACTED] giving at least sixty (60) days' prior notice in writing to the Lessor. 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. PARAGRAPH 5 IS INTENTIONALLY OMITTED.

6. The Lessor shall furnish to the Government as part of the rental consideration, the following:
- A. The parking space(s) described in Paragraph 1 and parking spaces required by local code.
  - B. All labor, materials, equipment, design, professional fees, permit fees, inspection fees, utilities, construction drawings (including, without limitation, plans and specifications), construction costs and services and all other similar costs and expenses associated with making the space, common areas, and related facilities ready for occupancy in accordance with the requirements of this lease and the Government's approved Design Intent Drawings dated 2/24/10. All work must be completed by 9/1/2010. All cost associated with services, utilities, maintenance, repair, replacement, inspections, improvements and other requirements as required by the Solicitation For Offers No. GS-09B-02284 and its attachments.
  - C. Adequate space for telecommunications antennae and transmission devices in accordance with Paragraph entitled, "Telecommunications: Local Exchange Access," of the Solicitation for Offers.

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

All terms, conditions, and obligations of the Lessor and the Government as set forth in the following:

- a) The Solicitation For Offers Number GS-09B-02284(pages 1-47)
- b) Special Requirements (pages 253-262);
- c) GSA Form 3517 (pages 1-2)
- d) GSA Form 3518 (pages 1-7);
- e) Sheet no. 1-2 containing Paragraphs 9-19;

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

Paragraph 2 of this STANDARD FORM 2 was deleted in its entirety. Paragraphs 9 through 19 have been added.

**The remainder of this page is intentionally left blank.**

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

LESSOR: Investors Warranty of America, Inc.

BY

(Signature)

(Signature)

IN PRESENCE OF:

(Signature)

(Address)

4333 Edgewood Road NE  
Cedar Rapids, IA 52499

UNITED STATES OF AMERICA: GENERAL SERVICES ADMINISTRATION, Public Buildings Service:

BY

CONTRACTING OFFICER, GSA



SHEET NUMBER 1 ATTACHED TO AND FORMING A PART OF LEASE NO. GS-09B-02284

9. **TO HAVE AND TO HOLD** the Premises with their appurtenances for the term beginning on upon acceptance by the Government through the following:

Fifteen (15) year term, five (5) years firm, for [REDACTED]  
Fifteen (15) year term, three (3) years firm, for [REDACTED]

In accordance with the Paragraph entitled "Acceptance of Space" herein, subject to termination rights as may be hereinafter set forth.

10. **TAX ADJUSTMENT:** Pursuant to Paragraph 4.2, "Tax Adjustment," for purposes of tax escalation, the Government occupies 4,577,217,247 rentable square feet (2.1068%).
11. **OPERATING COST:** Paragraph 4.3 of the Solicitation for Offers, "Operating Costs", is hereby deleted in its entirety. Operating Costs are established at a rate of \$6.29 per rentable square foot. No CPI escalations will be due throughout the entire term of the Lease.
12. **ADJUSTMENT FOR VACANT PREMISES:** Pursuant to Paragraph 4.4, "Adjustment for Vacant Premises", in the event of the Government vacating in whole or in part prior to lease expiration, the rental will be reduced by \$0.56 per rentable square foot per annum for operating expenses.
13. **OVERTIME USAGE:** Pursuant to Paragraph 4.6, "Overtime Usage", upon request by the GSA Field Office Manager, the Lessor shall provide heating, ventilation, and air-conditioning (HVAC) at any time beyond normal service hours (6:00 a.m. – 6:00 p.m., Monday through Friday, and 8:00 a.m. – 12:00 p.m. on Saturday and except Federal Holidays ("Normal Hours")), at a rate of \$50.00 per hour. The Lessor will not charge the Government if Lessor otherwise provides these services to other building tenants during the Government's overtime hours. The Lessor must submit a proper invoice quarterly to GSA Building Manager or designee located at 401 W. Washington Street, Suite 180, Phoenix, AZ 85003, to receive payment.
14. **TENANT IMPROVEMENT ALLOWANCE:** Paragraph 3.2 of the Solicitation of Offers is deleted in its entirety.
15. **BUDGET AND PRICE PROPOSALS/CONSTRUCTION SCHEDULE:**
- A. If Lessor is preparing the Design Intent Drawings, then Lessor shall submit to the Government a budget proposal together with the Design Intent Drawings in accordance with SFO Paragraph 5.8 (B), "Design Intent Drawings." The budget proposal must be submitted in Construction Specification Institute (CSI) Format.
  - B. The price proposal required to be provided by Lessor in SFO Paragraph 5.8 (E), "Tenant Improvements Price Proposal," must be based upon the results of a competitive proposal process meeting all of the requirements of SFO Paragraph 5.2, B (1) through (9), entitled, "Tenant Improvements Pricing Requirements." The Government has the right, but not the obligation, to accept cost or pricing data as described in GSA Form 3517 in lieu of a competitive price proposal.
  - C. Failure to submit these budget and price proposals referenced above will constitute Lessor delay.
  - D. The construction schedule required in Paragraph 5.8 (F), "Construction of Tenant Improvements," of the SFO shall also include adequate time for additional review by the Government of revised design intent drawings and Working Drawings/Construction Drawings. All references to "working days" in Paragraph 5.8, "Construction Schedule and Acceptance of Tenant Improvements" of the SFO shall not include the period from December 15 through January 1 of any calendar year.
  - E. In addition to the submission requirements specified under Paragraph 5.8, "Construction Schedule and Acceptance of Tenant Improvements."
16. **ACCEPTANCE OF SPACE:**
- A. The following is added to Paragraph 5.8 G (1), "Acceptance of Space and Certificate of Occupancy": Subsequent Government inspections and notification of the results of such inspections shall be made in accordance with the foregoing procedure. Time frames for subsequent inspections will be established by the Government.
  - B. Any items that have been identified at the acceptance of the space as punchlist items to be completed or corrected and which do not affect beneficial occupancy shall be completed by the Lessor within 30 calendar days of acceptance.
  - C. Neither the Government's acceptance of the Premises for occupancy or acceptance of related appurtenances, nor the Government's occupancy of the Premises, shall be construed as a waiver of any requirement or right of the Government under this lease, or as otherwise prejudicing the Government with respect to any such requirement or right, or as an acceptance of any latent defect or condition.
17. **UNAUTHORIZED IMPROVEMENTS:** All questions pertaining to this lease agreement shall be referred in writing to the General Services Administration Contracting Officer. This contract is between GSA and the Lessor. GSA assumes no financial responsibility for any cost incurred by the Lessor except as provided by the terms of the lease agreement or authorized in writing by the GSA Contracting

Initials:  &   
Lessor Government

SHEET NUMBER 2 ATTACHED TO AND FORMING A PART OF LEASE NO. GS-09B-02284

Officer. If Lessor delivers space with improvements not authorized or requested in writing by the GSA Contracting Officer, then Lessor shall not be entitled to compensation.

18. Wherever the words "Offeror", "Lessor" or "successful offeror" appear in this Lease, they shall be deemed to mean "Lessor"; wherever the words "solicitation", "Solicitation for Offers", or "SFO" appear in this Lease, they shall be deemed to mean "this Lease"; wherever the words "space offered for lease" appear in this Lease, they shall be deemed to mean "Premises".
19. Carpet must be replaced (included moving and replacing furniture) and the walls repainted, at no cost to the Government, within sixty (60) days after award in both the [REDACTED] and [REDACTED].

Paragraphs 1.8, 11.1, and 11.2 of the SFO are hereby deleted in their entirety and replaced as follows:



1.8 OCCUPANCY DATE: (AUG 2008)

11.1 SPECIAL REQUIREMENTS:

Lessor shall replace carpet and paint to include the moving and rurning of furnishing for all Government space before September 1, 2010.

11.2 SPECIAL REQUIREMENTS:

Lessor shall replace blinds/drapes for all Government space before September 1, 2010.

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