

U.S. GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE

22 Sep 11

LEASE NO.

GS-06P-01055

THIS LEASE, made and entered into this date by and between **Omni Center, LLC**

whose address is 300 W. Broadway, Suite 20
Council Bluffs, IA 51503-9047

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:

5,691 rentable square feet, which yields 5,266 ANSI/BOMA Office Area square feet (USF) of existing space on the fourth and fifth floors, plus three (3) on-site, structured, reserved parking spaces located at 25 Main Place, Council Bluffs, IA 51503-0790. The space shall be broken up into two blocks of space, which includes; Suite 500 on the 5th floor measuring 4,242 rentable square feet, or 3,925 ANSI/BOMA square feet, and Suite 425 on the 4th floor measuring 1,449 rentable square feet, or 1,341 ANSI/BOMA square feet. To be used for such purposes as determined by the General Services Administration.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term for ten (10) years, with a firm term of five (5) years, subject to termination and renewal rights as may be hereinafter set forth. The Lessor shall deliver the premises to the Government substantially complete no later than ninety (90) calendar days subsequent to the Government's issuance of the notice to proceed for the tenant improvements.
3. The Government shall pay the Lessor monthly in arrears in accordance with the following table; based on 5,691 rentable square feet (5,266 ANSI/BOMA).

| Dates | Shell | Base Cost of Services | Tenant Improvement Allowance | Total Annual Rent | Total Monthly Rent |
|------------|--------------|-----------------------|------------------------------|-------------------|--------------------|
| Years 1-5 | \$ 59,876.31 | \$ 20,959.98 | \$ 45,435.00 | \$ 126,271.29 | \$ 10,522.61 |
| Years 6-10 | \$ 62,885.55 | \$ 20,959.98 | \$ - | \$ 83,845.53 | \$ 6,987.13 |

Rent shall be adjusted in accordance with the provisions of the Solicitation for Offers and General Clauses. Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

Omni Center LLC
300 W. Broadway, Suite 20
Council Bluffs, IA 51503-9047

LESSOR

NAME OF SIGNER

Donald E. Coats Member

NAME OF SIGNER

Jeffrey A. Coats Esq

UNITED STATES OF AMERICA

NAME OF SIGNER

Sheri DeMartino

OFFICIAL TITLE OF SIGNER

LEASE CONTRACTING OFFICER

4. The Government may terminate this Lease in whole or in part at any time after the fifth (5th) year by giving at least ninety (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. The Lessor shall furnish to the Government, as part of the rental consideration, the following:
 - A. Those facilities, services, supplies, utilities, and maintenance in accordance with SFO dated December 13, 2010, as amended.
 - B. Build out in accordance with standards set forth in SFO dated December 13, 2010, as amended, and the Government's design intent drawings, to be developed by the Lessor. The Government's design intent drawings shall be developed by the Lessor subsequent to award.
 - C. Deviations to the Government's 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 OIA2016 dated December 13, 2010; as amended
 - B. GSA Form 3517B entitled GENERAL CLAUSES (Rev. 06/08)
 - C. GSA Form 3518 entitled REPRESENTATIONS AND CERTIFICATIONS (Rev. 1/07)
 - D. Attachment #7 – US Attorney Design Guide
 - E. Commission Agreement dated December 13, 2010
 - F. Floor plans
7. Rent includes a Tenant Improvement Allowance of \$37.87 per usable square foot, or \$199,423.42, to be amortized through the rent over the firm term of the Lease (60 months) at the rate of 5.25%. In accordance with SFO paragraph 3.3, *Tenant Improvements Rental Adjustment*, the actual cost of Tenant Improvements shall be reconciled and rent adjusted accordingly.

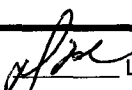
Fees applicable to Tenant Improvements shall not exceed:

- General Conditions: zero (0) percent of project costs
- General Contractor's Fee: four (4.0) percent of project cost
- Architectural/Engineering: \$3,000.00 flat fee
- Lessor Project Management Fees: zero (0) percent of project cost

8. Rent includes any and all Building Specific Security Costs.
9. In accordance with SFO paragraph 2.2, *Broker Commission and Commission Credit*, Jones Lang LaSalle ("JLL") is the authorized real estate broker representing GSA in connection with this Lease transaction. The Lessor and JLL have agreed to a cooperating Lease commission of [REDACTED] of the firm term value of this Lease ("Commission"). The total amount of the Commission is [REDACTED]. This Commission is earned upon Lease execution and payable (i) one-half (1/2) when the Lease is awarded and (ii) one-half (1/2) upon the earlier of Tenant's occupancy of the premises Leased pursuant to the Lease or the commencement date of the Lease. Due to the Commission Credit described in Paragraph 2.2, only [REDACTED] which is [REDACTED] of the Commission, will be payable to Jones Lang LaSalle when the Lease is awarded. The remaining [REDACTED] which is [REDACTED] of the Commission ("Commission Credit") shall be credited to the shell rental portion of the annual rental payments due and owing shall be reduced to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue until the credit has been fully recaptured. The monthly rent schedule for the firm term is as follows:

| Months | Total Monthly Rent | Monthly Shell Rent | Commission Credit | Total Net Monthly Rent |
|--------|--------------------|--------------------|-------------------|------------------------|
| 1 | \$ 10,522.61 | \$ 4,989.69 | | |
| 2 | \$ 10,522.61 | \$ 4,989.69 | | |
| 3-60 | \$ 10,522.61 | \$ 4,989.69 | \$ - | |

10. In accordance with SFO paragraph 4.1, *Measurement of Space*, the common area factor is established as 1.080706 (5,691 RSF / 5,266 USF).

INITIALS:  LESSOR & SD GOVT

11. In accordance with SFO paragraph 4.2, *Tax Adjustment*, the percentage of Government occupancy is established as 16.89% (5,691 RSF/ 33,676 RSF).
12. In accordance with SFO paragraph 4.3, *Operating Costs*, the base is established as \$20,959.98 per annum (\$3.980247 / USF). Adjustments shall occur on the anniversary date of the lease pursuant to the SFO.
13. In accordance with SFO paragraph 4.4, *Adjustment for Vacant Premises*, the adjustment is established as \$0.00/USF for vacant space (rental reduction).
14. In accordance with SFO Paragraph 4.6, *Overtime Usage*, the rate for overtime usage is established as \$0.00 per hour beyond the normal hours of operation of 7:00 AM to 6:00 PM. Areas requiring 24/7 HVAC will be provided at no additional cost to the Government.
15. The Lessor hereby forever and unconditionally waives any right to make a claim against the Government for restoration arising from alteration or removal of any alteration by the Government during the term of this Lease or any extensions. Alterations completed by either the Government or Lessor including initial build out of the Lease space and/or any subsequent modifications required during the Lease period. At the Government's sole discretion alterations will remain in the Leased space after termination of the Lease contract and will become property of the Lessor.
16. Wherever the words "offeror" 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 "Leased premises."
17. The Lessor shall not enter into negotiations concerning the space leased or to be leased with representatives of federal agencies other than the officers or employees of the U.S. General Services Administration or personnel authorized by the Contracting Officer.
18. Within 5 days of Lease occupancy, the Lessor shall provide the tenant agency representative (with a copy forwarded to the GSA Government Representative), on site with a copy of the name and phone number of maintenance personnel in order to immediately remedy any cleaning, maintenance, janitorial, etc.
19. Chapter 1 of the United States Attorney's Design Guide, which is attached hereto and made a part hereof, includes an estimated minimum floor load requirement of 150 pounds per square foot in the section entitled *Structural Reinforcement of Floor*. The parties to this Lease acknowledge that the Premises do not currently satisfy this capacity. In lieu of providing additional floor reinforcement to achieve this standard, the Lessor will provide the services of a structural engineer to assist with space planning and to identify alternative means by which the agency's storage requirements may be satisfied.
20. This Lease, upon execution, contains the entire agreement of the parties and no prior written or oral agreement, expressed or implied, shall be admissible to contradict the provisions of this Lease. Wherever there is a conflict between the SF-2 and the SFO, the SF-2 shall take precedence.