

**U.S. GOVERNMENT LEASE FOR REAL PROPERTY**

DATE OF LEASE SEP 01 2009  
JUNE 12, 2009 LEASE NO. GS-06P-90076

THIS LEASE, made and entered into this date by and between **Regent Investments, LLC**

whose address is **223 3<sup>rd</sup> St. SE Room 230  
 Cedar Rapids, IA 52401**

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:

A total of 20,145 rentable square feet (RSF) of office and related space, which yields 19,750 ANSI/BOMA Office Area square feet (USF) of space at 3351 Square D Drive, SW, Cedar Rapids, IA, 52404 to be used for such purposes as determined by the General Services Administration. Included in the rent at no additional cost to the Government are all on-site parking spaces for the exclusive use of Government employees and patrons. These spaces will be accounted for and established on a reconciliation Supplement Lease Agreement (SLA).

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on the date the Government accepts the premises as substantially complete and continuing for 10 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 120 days subsequent to the Government's approval of design intent drawings.

3. The Government shall pay the Lessor monthly in arrears in accordance with the following table:

Months	Annualized				Total Monthly Rent
	Shell	Cost of Services	Tenant Improvement Allowance	Total Annual Rent	
1 - 60	\$ 225,475.00	\$ 76,700.00	\$ 184,740.16	\$ 486,915.16	\$ 40,576.26
61 - 120	\$ 245,620.00	\$ 76,700.00		\$ 322,320.00	\$ 26,860.00

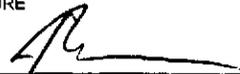
Rent shall be adjusted in accordance with the provisions of the Solicitation For Offers and General Clauses. Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

Regent Investments, LLC  
 222 3<sup>rd</sup> St. SE, Room 230  
 Cedar Rapids, IA 52401

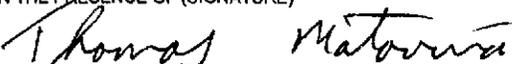
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IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

**LESSOR: Regent Investments, LLC**

SIGNATURE 	NAME OF SIGNER <b>Robert Becker</b>
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ADDRESS **222 3<sup>rd</sup> ST SE suite 230 Cedar Rapids, IA 52401**

IN THE PRESENCE OF (SIGNATURE) 	NAME OF SIGNER <b>Thomas Matovina</b>
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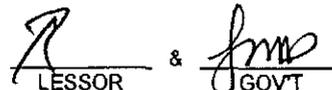
**UNITED STATES OF AMERICA**

SIGNATURE 	NAME OF SIGNER <b>Patrick G. Walsh</b> <i>for</i> <b>Lauren M. Dobson</b>
	OFFICIAL TITLE OF SIGNER <b>Contracting Officer</b>

4. The Government may terminate this lease in whole or in part at any time after the 5<sup>th</sup> year 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. The Lessor shall furnish to the Government, as part to the rental consideration, the following:
  - A. Those facilities, services, supplies, utilities, and maintenance in accordance with SFO GS-06P-90076 dated 5/4/09.
  - B. Build out in accordance with standards set forth in SFO GS-06P-90076 dated 5/4/09, and the Government's design intent drawings. The Government's design intent drawings shall be developed subsequent to award.
  - C. Deviations to the Government's 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 GS-06P-90076 dated 5/4/09;
  - B. GSA Form 3517 entitled GENERAL CLAUSES (Rev. 11/05)
  - C. GSA Form 3518 entitled REPRESENTATIONS AND CERTIFICATIONS (Rev. 1/07)
  - D. Attachment A – [REDACTED] Scope of Work
7. The above Rent in paragraph 3 includes a Tenant Improvement Allowance of \$781,289.46 to be amortized through the rent over the firm term of the Lease (60 months) at the rate of 6.795%. The *Tenant Improvements Rental Adjustment*: The actual cost of Tenant Improvements shall be reconciled and rent adjusted accordingly after the Design Intent Drawings (DIDs) are developed by the Lessor and approved by the Government from Attachment A above. The Government reserves the right to amortize the full TI allowance, reduce the scope of TI improvements, or pay lump sum for any amounts over or under the allowance amount of \$781,289.46, and the annual rent will be adjusted accordingly. A Supplemental Lease Agreement (SLA) will be processed to establish the actual term of the lease, reconcile rent, square footage, parking, and any unresolved issues after the DIDs are approved and Notice to Proceed is issued by the Contracting Officer.
8. The *Percentage of Occupancy*: The percentage of Government occupancy is established as 100% (20,145 RSF / 19,750 USF)
9. In accordance with SFO paragraph 4.3 *Operating Costs Base*: The Base Cost of Services is established as \$76,700 per annum, and the base year is 2009.
10. *Common Area Factor*: The common area factor is established as 1.02 (20,145 RSF / 19,750 USF).
11. In accordance with SFO Paragraph 4.6, *Overtime Usage*, the Lessor agrees that Overtime utilities are provided as part of the rental consideration at no cost to the Government.
12. All information submitted by the Lessor during negotiations, including but not limited to plans renderings, specifications, etc. are incorporated by reference.
13. The Lessor hereby waives restoration as a result of all improvements.

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INITIALS:



LESSOR & GOVT