

U.S. GOVERNMENT
LEASE FOR REAL PROPERTY

DATE OF LEASE

8-2-12

LEASE NO

GS-05B-18675

THIS LEASE, made and entered into this date by and between UTAH Group II, LLC

whose address is 510 22nd Avenue East, Suite 101
Alexandria, MN 56308-4654

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:

- The Lessor hereby leases to the Government the following described premises:
 - 3,870 Rentable Square Feet (RSF) of office and related space, which yields 3,366 ANSI/BOMA Office Area square feet (ABOA) of space located at 2633 Jefferson Street, Suite 701, Alexandria, MN 56308-2738.
 - Sixteen (16) surface parking spaces are included in the rent.
 - In accordance with Paragraph 4.1 of the SFO, entitled Common Area Factor, the common area factor is established as 1.15.
- ~~TO HAVE AND TO HOLD the said Premises with their appurtenances for the term beginning on _____ through _____ subject to termination and renewal rights as may be hereinafter set forth.~~

3. The Government shall pay the Lessor annual rent in accordance with the following table:



Year	Shell	Real Estate Taxes	Base Cost of Services	Tenant Improvement Allowance	Building-Specific Security	Total Annual Rent	Total Monthly Rent
1-5	\$ 50,740.77	\$ 14,319.00	\$ 35,302.00	\$ 20,570.37	\$ 1,398.86	\$ 122,331.00	\$ 10,194.25
6-10	\$ 66,254.40	\$ 14,319.00	\$ 35,302.00	\$ 20,570.37	\$ 1,398.86	\$ 137,844.63	\$ 11,487.05
11-13	\$ 85,604.40	\$ 14,319.00	\$ 35,302.00			\$ 135,225.40	\$ 11,268.78

CPI and tax adjustments continue throughout the term of the lease.

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:

UTAH Group II, LLC
510 22nd Avenue East, Suite 101
Alexandria, MN, 56308-4654

- The Government may terminate this lease at any time after the ten (10) year firm term by giving at least one hundred and twenty (120) days written notice to the Lessor, and no rent shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.
- ~~This lease may be renewed at the option of the Government, for the following terms and at the following rentals: provided notice be given in writing to the Lesser 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~~

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6. The Lessor shall furnish to the Government, as part of the rental consideration, the following:
- A. All services, maintenance and other operations as set forth elsewhere in this lease.
 - B. All responsibilities and obligations as defined in the Solicitation for Offers Number **GS-05B-18675** and other attachments to the Lease referenced in Paragraph 7 of this SF-2 form.
7. The following are attached and made a part hereof:
- A. U.S. Government Lease For Real Property, SF-2 (Pages 1-2);
 - B. Attachment A (Paragraphs 9-27 Pages 1-3);
 - C. Solicitation for Offers (SFO No. GS-05B-18675 Dated June 13, 2011) (Pages 1-49);
 - D. Amendment 1 (Page 1);
 - E. Amendment 2 (Page 1);
 - F. Amendment 3 (Page 1);
 - G. Form 3517, General Clauses-Version 11/05 "By Reference" (Pages 1-2);
 - H. Form 3518, Representations and Certifications-Version 1/07 (Pages 1-7);
 - I. Exhibit 'A', Legal Description of the Premises (Page 1);
 - J. Exhibit 'B', Floor Plan & Site Plan (Pages 1-2).
8. The following changes were made in this lease prior to its execution:
- Paragraphs 2 and 5 of this SF-2 were deleted in their entirety.
- Paragraphs 9 through 28 have been added.

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

LESSOR **UTAH Group II, LLC**

(Signature)

UNITED STATES OF AMERICA GENERAL SERVICES ADMINISTRATION

Lease Contracting Officer

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20. Lessor is registered with the Central Contractor Registration (CCR) system as referenced in Paragraph 11 of Form 3518.
21. The Contracting Officer represents the General Services Administration as an agent with authority to enter into the Lease on behalf of the Government and execute this document in his/her official capacity only and not as an individual.
22. The Government assumes no responsibility for any conclusions or interpretations made by the Lessor based on information made available by the Government and/or its contractors. Nor does the Government assume any responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before execution of this contract unless that understanding or representation is expressly stated in the Lease.
23. It is agreed by the parties hereto that all the terms and conditions of this Lease as expressly contained herein represent the total obligations of the Lessor and the Government. Any agreements, written or oral, between the Lessor and Government are neither applicable nor binding. This agreement may be amended only by written instrument executed by the Lessor and the Government.
24. All questions pertaining to this Lease shall be referred in writing to the General Services Administration Contracting Officer or their designee. The Government occupant is not authorized to administer this lease, and GSA assumes no responsibility for any cost incurred by the Lessor except as provided by the terms of this Lease or authorized in writing by Contracting Officer or their designee. The Lessor will not be reimbursed for any services not provided for in this lease, including but not limited to: repairs, alterations and overtime services. Additionally, rental will not be paid for occupancy in whole or in part except for the term specified herein.
25. 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 "Leased Premises."
26. The Lessor and CBRE, Inc. ("Broker") have agreed to a cooperating lease commission of [REDACTED] for the initial firm term of this lease. The total amount of the commission is [REDACTED]. In accordance with the "Broker Commission and Commission Credit" paragraph, the Broker has agreed to forego [REDACTED] of the commission that it is entitled to receive in connection with this lease transaction ("Commission Credit"). The Commission Credit is [REDACTED]. The Lessor agrees to pay the Commission less the Commission Credit [REDACTED] to the Broker in accordance with the "Broker Commission and Commission Credit" paragraph in the SFO attached to and forming a part of this lease.

10) Firm Term									
0	Shell Original (RSF)	Op Costs (RSF)	Amortized Security	Amortized TIs	Free Rent	Shell Gross/SF	Annual Amount	Annual % Change (Shell)	\$/SF Shell Increase
1	\$ 16.81	\$ 9.12	\$ 0.36	\$ 5.32		\$ 31.61	\$ 122,331.00	0.00%	0.00
2	\$ 16.81	\$ 9.12	\$ 0.36	\$ 5.32		\$ 31.61	\$ 122,331.00	0.00%	0.00
3	\$ 16.81	\$ 9.12	\$ 0.36	\$ 5.32		\$ 31.61	\$ 122,331.00	0.00%	0.00
4	\$ 16.81	\$ 9.12	\$ 0.36	\$ 5.32		\$ 31.61	\$ 122,331.00	0.00%	0.00
5	\$ 16.81	\$ 9.12	\$ 0.36	\$ 5.32		\$ 31.61	\$ 122,331.00	0.00%	0.00
6	\$ 20.82	\$ 9.12	\$ 0.36	\$ 5.32		\$ 35.62	\$ 137,844.63	23.85%	4.01
7	\$ 20.82	\$ 9.12	\$ 0.36	\$ 5.32		\$ 35.62	\$ 137,844.63	0.00%	0.00
8	\$ 20.82	\$ 9.12	\$ 0.36	\$ 5.32		\$ 35.62	\$ 137,844.63	0.00%	0.00
9	\$ 20.82	\$ 9.12	\$ 0.36	\$ 5.32		\$ 35.62	\$ 137,844.63	0.00%	0.00
10	\$ 20.82	\$ 9.12	\$ 0.36	\$ 5.32		\$ 35.62	\$ 137,844.63	0.00%	0.00

Lump Sum and Broker Credit Calculation

Rentable SF	Rental Rate per RSF	Firm Period	Broker %	\$/SF	Total Lump Sum	Rebate	Commission Credit	Broker Commission
3,870	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

Commission Credit Calculation for SF:2	
Total Monthly Rent	\$10,194.25
Monthly Shell Rent (Less RE Taxes)	\$4,228.40
# of Months Credit Deducted	5 Month(s)
Monthly Credit	[REDACTED]
Adjusted Shell Rent	[REDACTED]
RE Taxes, Opex, TI & BS	\$5,965.85
Adjusted Monthly Rent	\$6,031.44

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Notwithstanding Paragraph 3 of this SF-2, the shell rental payments due and owing under this lease 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 as indicated in this schedule for adjusted Monthly Rent:

First Month's Rental Payment \$10,194.25 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's rent.

Second Month's Rental Payment \$10,194.25 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Second Month's rent.

Third Month's Rental Payment \$10,194.25 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Second Month's rent.

Fourth Month's Rental Payment \$10,194.25 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Second Month's rent.

Fifth Month's Rental Payment \$10,194.25 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Second Month's rent.

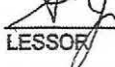

Sixth Month's Rental Payment equals \$10,194.25.

27. The Tenant Improvement Fee Schedule is as follows and Lessor agrees not to exceed these figures:

- A. The General Conditions will not exceed 8% of the total subcontractor's costs.
- B. The General Contractors fee will not exceed 10% of the total subcontractor's costs.
- C. Architectural and Engineering fees will not exceed 8% of the total subcontractor's costs.
- D. Lessor's Project Management fees will not exceed 0% of the total subcontractor's costs.

28. The Lessor shall install a lighted monument sign at no cost to the Government, so that it is visible day and night from the nearest main traffic throughfare, and acceptable in all respects to the GSA Contracting Officer. Such sign shall allow space for all tenants now and in the future in the building and shall specifically state the address, the Suite number, and name for:

- A. [REDACTED] Alexandria Area Field Office
- B. [REDACTED], [REDACTED] [REDACTED]
- C. Other tenants at Lessors option

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