STANDARD FORM 2 FEBRUARY 1985 EDITION GENERAL SERVICES ADMINISTRATION FPR (41 CFR) 1-18,601

DATE OF LEASE

U.S. GOVERNMENT LEASE FOR REAL PROPERTY

8-2-12

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:
 - A. 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.
 - B. Sixteen (16) surface parking spaces are included in the rent.
 - C. In accordance with Paragraph 4.1 of the SFO, entitled Common Area Factor, the common area factor is established as 1.15.
- 2. TO HAVE AND TO HOLD the said Premises with their appurtenances for the term beginning or the term beginning or the term beginning or termination and renewal rights as may be hereinafter set forth.
- The Government shall pay the Lessor annual rent in accordance with the following table:

Year		Shell	R	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	_			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				- CONTROL OF THE CONT	\$	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

- 4. 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

Page 1 of 2

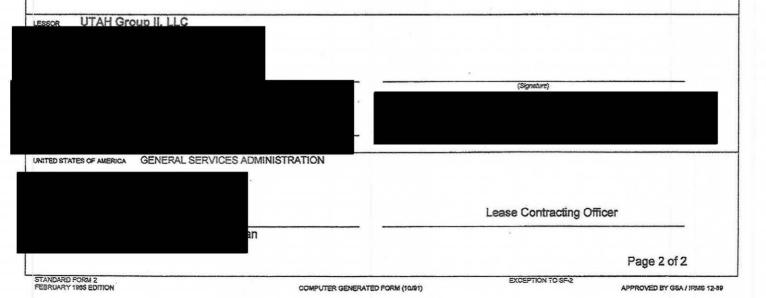
INITIALS: & COVERNMENT

- 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);
 - 1. 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.



STANDARD FORM 2, ATTACHMENT A Lease No. GS-05B-18675 PAGE 1 of 3

- 9. TO HAVE AND TO HOLD the Premises with their appurtenances for the term beginning on the day the space is accepted by the Government as complete and ready for occupancy through the following thirteen (13) year term in accordance with the Paragraph 1.3 of the SFO as amended by SFO Amendment No. 1 and 2 subject to termination and renewal rights as may be hereinafter set forth.
- 10. The total ABOA referred to in Paragraph 1 of the SF-2 herein is subject to an adjustment with the actual number of ABOA delivered to be determined by mutual field measurements in accordance with provisions of Paragraph 4.1 in the SFO. However, it is mutually agreed that the total ABOA may not exceed the maximum limitation of 3,534 as stated in Paragraph 1.1 of the SFO as amended by SFO Amendment No. 3.
- 11. For the purpose of computing Operating Cost adjustments in accordance with Paragraph 4.3 of the SFO, the base cost of services in accordance with Paragraph 4.3 is \$9.12 per RSF per annum for 3,870 RSF. The total operating costs are established as \$35,302.00 per year.
- 12. The lease is subject to real estate tax adjustments. For the purpose of computing the real estate tax adjustments in accordance with terms of Paragraph 4.2 of the SFO, it is agreed that the Government's percentage of occupancy is 49.62% (3,870 RSF / 7,800 RSF). The real estate tax base is established as \$14,319 per year, or \$3.70 per RSF.
- 13. If the Government fails to occupy any portion of the leased premises or vacates the premises in whole or in part prior to expiration of the term of the lease, the rental rate will be reduced by \$4.55 per ABOA.
- 14. 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 building service hours (7:00 a.m. 5:00 p.m., Monday through Friday, except Saturdays, Sundays and Federal Holidays ("Normal Hours"), at a rate of \$0.75 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 Lease Contracting Officer to receive payment.
- 15. 24 Hour DCR Rooms: The Government agrees to pay the Lessor \$1,700 per year for the cost to provide HVAC service to the DCR room on a 24 hour, seven day a week basis per the requirements of the Lease. Within 30 days at the end of each lease year, the Lessor shall submit an invoice to GSA (with a copy to GSA Property Management Office in Bloomington, MN.), per Clause 23, Prompt Payment, of the General Clauses, GSA form 3517B attached to and made a part of the Lease. The Government shall pay the Lessor in accordance with this clause, in a lump sum at the end of each lease year.
- In accordance with Section 4.8A in the SFO, cleaning shall be performed between the hours of 8:00 a.m. –
 4:00 p.m., Monday through Friday, except Saturdays, Sundays and federal holidays.
- 17. The tenant build out will conform to the specifications in the Lease and all attachments, and is to be provided by the Lessor as part of the total rental payment. In accordance with Paragraph 3.2 of the SFO, the Lessor agrees to provide up to \$154,403.67 toward the cost of the Tenant Improvements. The tenant build out cost of \$154,403.67 (based on \$45.87156 per ABOA) is amortized for a period of one hundred and twenty (120) months at six percent (6%). Therefore, the amortized tenant build out costs are \$20,570.37 per annum or \$5.3153 per RSF.

Pursuant to Paragraph 3.3 of the SFO, in the event the Tenant improvement Cost is less than the amount provided above, the Lessor agrees to refund such difference in the form of reduction of base rent using a six percent (6%) amortization rate. The refund will be a credit of the rent equally spread out throughout the firm lease term on which the Government is paying rent (120 months). In the event that the Tenant Improvement Cost is greater than the amount provided above the Government can (1) reduce the Tenant Improvement requirements, (2) pay lump sum for the overage upon completion and acceptance of the improvements, or (3) have the Lessor amortize the additional cost at 6% throughout the firm lease term. The Government and Lessor must agree on any additional Tenant Improvement Cost through a Supplemental Lease Agreement.

 Information regarding Electronic Funds Transfer Payment Methods is provided in Paragraph 24, 552.232-76, General Clauses.

19. The Lessor is a Limited Liability Company and a small business. The Tax Identification Number is The DUNS number is 828512934. The signatory authority for the Lessor is Scott T. Johnston, UTAH Group II, LLC.

INITIALS:

SSOR GOVERNMEN

- 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.
- 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."
- The Lessor and CBRE, Inc. ("Broker") have agreed to a cooperating lease commission of for the initial firm term of this lease. The total amount of the commission is for the initial firm term of this lease. The total amount of the commission is for the initial in accordance with the "Broker Commission and Commission Credit" paragraph, the Broker has agreed to forego for the commission that it is entitled to receive in connection with this lease transaction ("Commission Credit"). The Commission Credit for the "Broker in accordance with the "Broker Commission less the Commission Credit") 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.

0	C	Shell Original (RSF)		p Costs (RSF)	1	nortized ecurity	Am	ortized Tis	Free Rent	G	Shell ross/SF	Ar	nual 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	1	\$	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	i	\$	35.62	\$	137,844.63	23.85%	4.01
7	\$	20.82	S	9,12	\$	0.36	\$	5.32	i	\$	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
				A P P P C C C C C C C C C C C C C C C C	1001.	L	un	ip Sun	n and Bro	ker	Credit Ca	lcu	lation		
Rentable SF			er Firm		Charles A. C. Charles and Control of the		r% \$/5			al Lu Sum		Re	bate	Commission Credit	Broker Commission

| Commission Credit Calculation for SF2 |
Total Monthly Rent	\$10,194.25
Monthly Shell Rent (Less RE Taxes)	\$4,228.40
# of Months Credit Deducted	5 Month(s)
Monthly Credit	
Adjusted Shell Rent	
RE Taxes, Opex, TI & BS	\$5,965.85
Adjusted Monthly Rent	\$6,031.44

INITIALS:

GOVERNMENT

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 Creating adjusted First Month's rent.	dit of	equals
Second Month's Rental Payment \$10,194.25 minus prorated Commission Created adjusted Second Month's rent.	dit of	equals
Third Month's Rental Payment \$10,194.25 minus prorated Commission Cred adjusted Second Month's rent.	dit of	equals
Fourth Month's Rental Payment \$10,194.25 minus prorated Commission Creation adjusted Second Month's rent.	dit of	equals
Fifth Month's Rental Payment \$10,194.25 minus prorated Commission Creation adjusted Second Month's rent.	dit of	equals

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.		Alexandria Area Field Office
В.	,	
0	Other tenante at Lecente ontion	