

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 2
	TO LEASE NO. GS-05B-18675
ADDRESS OF PREMISES 2633 Jefferson Street, Suite 701, Alexandria, MN 56308-2738	PDN Number: PS0028704

THIS AMENDMENT is made and entered into between UTAH Group II, LLC
whose address is: 510 22nd Avenue East, Suite 101
Alexandria, MN 56308-4654

Hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease

NOW THEREFORE, these parties for the consideration hereinafter mentioned covenant and agree that the said Lease is amended, effective as of June 4, 2014 as follows:

This Lease Agreement (LA) No. 2 serves to provide beneficial occupancy and reconcile the TI budget.

1. This LA NO. 2 hereby provides beneficial occupancy as of June 4, 2014, and the Government accepts the improvements for the lease space.
2. Per LA1, the approved tenant improvement (TI) costs are \$260,185.00. The TI allowance is \$154,403.67. \$154,403.67 will be 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.

The TI overage of \$105,781.33 will be paid to the Lessor in a lump sum payment. An invoice must be submitted directly to the GSA Finance Office electronically at www.finance.gsa.gov with a courtesy copy to the following address:

GSA Office of Finance
P.O. Box 17181
Ft. Worth, TX 76105-0181

A proper invoice must be on the Lessor's company letterhead and including the following:

- Invoice Date
- Name of Lessor as shown on the lease
- Lease contract number and building address
- PS0028704

This Lease Amendment contains two (2) pages.

All other terms and conditions of the lease shall remain in force and effect.
IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR



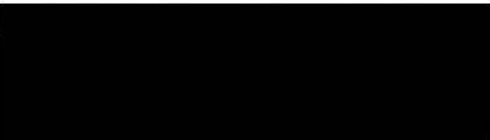
Signature: _____
Name: _____
Title: VICE PRESIDENT
Entity Name: UTAH GROUP II, LLC
Date: July 1, 2014

FOR THE GOVERNMENT



Signature: _____
Name: _____
Title: Lease Contracting Officer
Date: 7/3/14

WITNESSED



Signature: _____
Name: _____
Title: Bookkeeper / UTAH Group II, LLC
Date: July 1, 2014

A. Paragraph 3 is hereby deleted in its entirety and replaced with the following:

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 lessor period shall be prorated. Rent checks shall be made payable to:

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

B. Paragraph 4 is hereby deleted in its entirety and replaced with the following:

4. The Government may terminate this lease in whole or in part effective at any time after June 3, 2024 by giving at least one hundred and twenty (120) days' notice in writing 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.

C. Paragraphs 9, is hereby deleted in its entirety and replaced with the following:

9. TO HAVE AND TO HOLD the said premises with their appurtenances June 4, 2014 through June 3, 2027, subject to termination and renewal rights as may be hereinafter set forth.

D. Paragraphs 26, is hereby deleted in its entirety and replaced with the following:


26. The Lessor and Broker (CB Richard Ellis) have agreed to a cooperating lease commission [REDACTED] and is earned upon lease execution, payable according to the Commission Agreement signed between the two parties. Only [REDACTED] of the commission will be payable to CB Richard Ellis, under the GSA "National Broker Contract," with the remaining [REDACTED] which is the "Commission Credit", to be credited to the shell portion of the annual rental payments due and owing to fully recapture this Commission Credit. The reduction in Shell rent shall commence with the first full month of the rental payments and continue as until the credit has been fully recaptured in equal monthly installments over the shortest time practicable.

First Month's Shell (including taxes) Rental Payment of \$5,421.65 minus the Commission Credit [REDACTED] equals [REDACTED] as the adjusted first Month's Shell rent.

Second Month's Shell (including taxes) Rental Payment of \$5,421.65 minus the Commission Credit [REDACTED] equals [REDACTED] as the adjusted Second Month's Shell rent.

Third Month's Shell (including taxes) Rental Payment of \$5,421.65 minus the Commission Credit [REDACTED] equals [REDACTED] as the adjusted Third Month's Shell rent.

Fourth Month's Shell (including taxes) Rental Payment of \$5,421.65 minus the Commission Credit [REDACTED] equals [REDACTED] as the adjusted Fourth Month's Shell rent.

INITIALS: _____ &  _____
 LESSOR GOVT