

U.S. GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE 1.20.2011

LEASE NO. GS-05B-18281

THIS LEASE, made and entered into this date by and between
NOP 100 Washington LLC

Whose address is

100 Washington Avenue South
Suite 1306
Minneapolis, MN 55401

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 32,134 rentable square feet (RSF) of office and related space, which yields 28,547 ANSI/BOMA Office Area square feet (USF) of space at 100 Washington Square, 100 Washington Avenue South, including partial of the 7th floor and, the entire 8th floor, Minneapolis, MN 55401-2138 as indicated on the attached Floor Plan, to be used for such purposes as determined by the General Services Administration.
2. 85 structured parking spaces are included in the rent at a cost of \$3,420 per space per annum. Lessor shall provide two parking areas, comprised of forty-six (46) stalls for secured parking while the [redacted] is in occupancy and thirty-nine (39) reserved/assigned stalls in the parking garage on a non-secured basis in an area located on a mid level of the garage. All thirty-nine (39) spaces shall be in a contiguous area. Upon [redacted] vacating their parking garage premises the [redacted] shall be provided fifty-six (56) reserved secured stalls. The [redacted] shall also be provided with twenty-nine (29) reserved/assigned stalls in the parking garage on a non-secured basis in an area located on a mid level of the garage. All twenty-nine (29) spaces shall be in a contiguous area.
3. The common area factor for the leased premises occupied by the Government is established as 1.12565 (see "Common Area Factor" paragraph 4.1 (A3) of the lease.
4. The leased premises occupied by the Government for real estate tax adjustments is established as 6.67% (see also "Percentage Occupancy" paragraph 4.2 of the lease.
5. TO HAVE AND TO HOLD the said premises with their appurtenances for a term of 15 years beginning upon the substantial completion of the space, and acceptance by the Government as satisfactorily complete. Design and construction of the space shall begin upon award of this lease in conformance with the Construction Schedule of Tenant Improvements paragraph of the attached Solicitation for Offers. The commencement date of this lease, along with any applicable termination and renewal rights, shall more specifically be set forth in a Supplemental Lease Agreement upon substantial completion and acceptance of the space by the Government.

IN WITNESS [redacted] hereunto subscribed their names as of the date first above written.

LESSOR

SIGNATURE [redacted] NAME OF SIGNER
NOP 100 Washington LLC

ADDRESS

IN THE PRESENCE [redacted] NAME OF SIGNER
GRACE VAN MOER

UNITED STATES OF AMERICA

SIGNATURE [redacted] NAME OF SIGNER
Jim Sharp
OFFICIAL TITLE OF SIGNER
Lease Contracting Officer

6. The Government shall pay the Lessor annual rent of \$1,018,005.12 at the rate of \$31.68/RSF - \$35.67/USF at the rate of \$84,833.76 per month in arrears for years one (1) through five (5), the Government shall pay the Lessor annual rent of \$1,098,340.12 at the rate of \$34.18/RSF - \$38.48/USF at the rate of \$91,528.34 per month in arrears for years six (6) through ten (10), and the Government shall pay the Lessor annual rent of \$1,116,977.84 at the rate of \$34.76/RSF - \$39.13/USF at the rate of \$93,081.48 per month in arrears for years eleven (11) through fifteen (15). Accumulated operating cost adjustments will be included in the stated per annum rates at the time they become effective. Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

NOP 100 Washington LLC
c/o Hines Property Management as Agent
100 Washington Avenue South
Suite 1306
Minneapolis, MN 55401

7. The Government may terminate this lease in whole or in part at any time on or after August 31, 2021 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.
8. The Lessor shall furnish to the Government, as part to the rental consideration, the following:
Those tenant improvements, facilities, services, supplies, utilities, and maintenance in accordance with SFO 8MN2150 dated December 10, 2010, consisting of 46 pages and the [REDACTED] Special Requirements Package consisting of 82 pages.
9. The following are attached and made a part hereof:
X - A. Standard Form 2 continuation Pages 2
X - B. SF 2 Continues paragraphs 14 - 23 Pages 3
X - C. Solicitation for Offers 8MN2150 dated December 10, 2010, consisting of 46 pages;
_ - D. Special (Program of) Requirements, consisting of 82 pages;
X - E. GSA Form 3517B entitled GENERAL CLAUSES (Rev. 11/05), consisting of 35 pages;
X - F. GSA Form 3518A entitled REPRESENTATIONS AND CERTIFICATIONS (Rev. 1/07), consisting of 4 pages;
H. Floor Plan, 2 pages and Parking Garage Floor Plan, 2 pages;
10. In accordance with the SFO paragraph entitled Tenant Improvement Rental Adjustment, Tenant Improvements in the total amount of \$1,141,023.59 (28,547 USF x \$39.97) are amortized through the rent for 10 years at the rate of 8.00%. The amortized costs of these improvements are included in the stated rent in Paragraph 6 above. Deviations to the approved design intent drawings will not be permitted unless prior written authorization is obtained from the GSA Contracting Officer.
11. In accordance with the SFO paragraph 4.3 entitled Operating Costs, the base is established as \$9.12 per RSF (\$293,177.69 per annum).
12. In accordance with the SFO paragraph 4.4 entitled Adjustment for Vacant Premises, the adjustment is established as \$2.00 per USF for vacant space (rental reduction).
13. In accordance with the SFO Paragraph 4.6 entitled Overtime Usage, the rate for overtime usage is established as \$45.00 per hour for weekend usage after normal heating and cooling hours of operation.

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14. The date of this lease, December 10, 2010, is the date this contract was formed as a result of the Government's acceptance of the Lessor's Final Revision Proposal dated December 9, 2010, submitted by the Lessor under SFO No. GS-05B-18281. This lease reflects the terms and conditions of the accepted Final Proposal Revision.
15. It is agreed that said space will be re-measured by the General Services Administration in cooperation NOP LLC. Increases or decreases in the square footage and annual rent will be adjusted accordingly.
16. The effective date of September 1, 2011, is the estimated beginning date. After alterations are complete the actual effective date and other corresponding dates, shall be established by Supplemental Lease Agreement to the Lease.
17. The DUNS number is 826-316-700.
18. In Section 5.3 of the lease, Tenant Improvements Included in Offer, the Lessor agrees to provide up to \$39.97 or \$1,141,023.59 toward the cost of tenant improvements. In the event that the Tenant Improvement Cost is less than the amount provided above, Lessor agrees as outlined in Section 3.3 Tenant Improvement Rental Adjustment, to refund such difference in the form of reduction of the tenant improvement portion of the rental using an 8% amortization rate over the firm lease term. In the event that the Tenant Improvement Cost is greater than the amount provided above, the overage shall be reimbursed as a lump sum payment. In the event the Government pays for the tenant improvements as a lump sum payment via Reimbursable Work Authorization (RWA), no financing charges shall apply. The Government and the Lessor must agree on the final tenant improvement costs through a Supplemental Lease Agreement.
19. The entire space shall be repainted and the carpet replaced during year eleven (11), after the firm term.
20. It is the Lessor's responsibility to obtain the current prevailing wage rates at the time of construction, in the area of the construction, from the Department of Labor and to use those rates.
21. All questions pertaining to this Lease shall be referred to the Contracting Officer of the General Services Administration or his/her designee. The Government occupant is not authorized to administer this Lease. The General Services Administration assumes no responsibility for any cost incurred by the Lessor except as provided by terms of this Lease or authorized in writing by the Contracting Officer or his/her designee.
22. It is agreed by the parties hereto that this Lease contains the entire agreement of the parties and no prior written or oral agreement, expressed or implied shall be admissible to contradict the provision of the Lease.
23. The Contracting Officer represents the General Services Administration as an agent with authority to enter into the Lease on behalf of the Government and executes this document in an official capacity only and not as an individual.

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