

U.S. GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE April 1ST, 2010 LEASE NO. LMT14413

THIS LEASE, made and entered into this date by and between Billings Business Center, LLC
Whose address is

2718 Montana Ave
Billings, MT 59101-2346

And whose interest in the property hereinafter described is that of OWNER

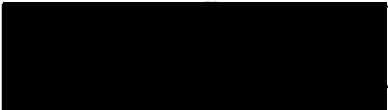

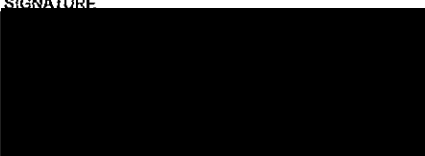
hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WITNESSETH: The parties hereto for the considerations hereinafter mentioned, covenant and agree as follows:

- The Lessor hereby leases to the Government the following described premises:
 - * A total of 3,948 rentable square feet (RSF) of office and related space, which yields 3,525 ANSI/BOMA Office Area square feet (USF) of space at Billings Business Center, 2718 Montana Ave, Billings, MT 59101-2346, 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 2 parking spaces for exclusive use of the Government employees and patrons.
 - * 2 surface parking spaces are included in the rent at a cost of \$0 per space per annum.
 - * The common area factor for the leased premises occupied by the Government is established as 1.12 (see "Common Area Factor" paragraph of the lease).
 - * The leased premises occupied by the Government for real estate tax adjustments is established as 6.58% (see also "Percentage Occupancy" paragraph of the lease).
- TO HAVE AND TO HOLD the said premises with their appurtenances for a term of 10 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.
- The Government shall pay the Lessor annual rent of \$64,728.90 at the rate of \$5,394.075 per month in arrears for Years 1 to 5. The Government shall pay the Lessor annual rent of \$54,797.12 at the rate of \$4,566.427 per month in arrears for Years 6 to 10. Rent for a lesser period shall be prorated. Rent checks shall be made payable to:
Billings Business Center, LLC
2718 Montana Avenue
Billings, MT 50101-2346
- The Government may terminate this lease in whole or in part at any time on or after August 31, 2015 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

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

LESSOR

	NAME OF SIGNER <u>JAMES GLOVER</u>
	<u>BUSINESS CENTER</u>
<u>320 SOUTH 24th ST. BILLINGS, MT. 59101</u>	NAME OF SIGNER <u>MATT ROBERTSON</u>
IN THE PRESENCE OF (SIGNATURE)	
	
	UNITED STATES OF AMERICA
SIGNATURE	NAME OF SIGNER <u>BRENDA J.P. McWHERT</u>
	OFFICIAL TITLE OF SIGNER <u>LEASING CONTRACTING OFFICER</u>

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:
Those tenant improvements, facilities, services, supplies, utilities, and maintenance in accordance with SFO 9MT2096 dated November 02, 2009.

6. The following are attached and made a part hereof:
X - A. Standard Form 2, 2 pages;
X - B. Schedule of Rent Components, 1 page;
X - C. Solicitation for Offers 9MT2096 dated November 02, 2009, 48 pages;
X - D. Special (Program of) Requirements, 1 page;
X - E. GSA Form 3517 entitled GENERAL CLAUSES (Rev. 11/05), 33 pages;
X - F. GSA Form 3518 entitled REPRESENTATIONS AND CERTIFICATIONS (Rev. 1/07), 7 pages;

7. In accordance with the SFO paragraph entitled Tenant Improvement Rental Adjustment, Tenant Improvements in the total amount of \$42,300.00 are amortized through the rent for 5 years at the rate of 6.50%. The amortized cost of these improvements are included in the stated rent in Paragraph 3 above. Deviations to the approved design intent drawings will not be permitted unless prior written authorization is obtained from the GSA Contracting Officer.

8. In accordance with the SFO paragraph entitled Operating Costs Base, the base is established as \$12,624.53 per annum.

9. In accordance with the SFO paragraph entitled Adjustment for Vacant Premises, the adjustment is established as \$0.00 per annum for vacant space (rental reduction).

10. In accordance with the SFO Paragraph entitled Overtime Usage, overtime shall be provided at no additional cost to the Government.

INITIALS:  & 
LESSOR & GOVT

