

US GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE

LEASE NO.

LMT14430

THIS LEASE, made and entered into this date by and between **PLAINS PLAZA, LLC**

Whose address is **729 2ND AVENUE SOUTH
GLASGOW, MT 59230-2208**

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 1,897 rentable square feet (RSF) of office and related space, which yields 1,443 ANSI/BOMA Office Area square feet (USF) of space in the building located at the Plains Building, 626 2ND Avenue South, Glasgow, MT 59230-2201 to be used for such purposes as determined by the General Services Administration. Included in the rent at no additional cost to the Government is 1 reserved parking space for exclusive use of Government employees.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on August 1, 2010 and continuing through July 31, 2017, subject to termination and renewal rights as may be hereinafter set forth.

3. The Government shall pay the Lessor annual rent of:

Rent Breakdown (August 1, 2010 – July 31, 2015)	Annual Rent	Monthly Rent
Shell Rent (shell rent only)	\$18,231.33	\$1,519.28
Taxes	\$530.00	\$44.17
Operating Cost	\$7,322.42	\$610.20
Amortization of TI	\$10,203.41	\$850.28
Full Service Rent	\$36,287.16	\$3,023.93

Rent Breakdown (August 1, 2015 – July 31, 2017)	Annual Rent	Monthly Rent
Shell Rent (shell rent only)	\$18,231.33	\$1,519.28
Taxes	\$530.00	\$44.17
Operating Cost	\$7,322.42	\$610.20
Amortization of TI	\$0.00	\$0.00
Full Service Rent	\$26,083.75	\$2,173.65

Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

JOHN D. ARNESON
PLAINS PLAZA, LLC
729 2ND AVENUE SOUTH
GLASGOW, MT 59230-2208

4. The Government may terminate this lease in whole or in part at any time on or after the fifth (5th) year (July 31st, 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 computed commencing with the day after the date of mailing.

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

LESSOR
PLAINS PLAZA,

BY _____

IN PRESENCE OF _____

Manager

(Title)
729 2nd Ave S, Glasgow, MT

(Address)

UNITED STATES OF AMERICA

BY _____

Contracting Officer, General Services Administration
(Official Title)

5. The Lessor shall furnish to the Government, as part to the rental consideration, the following:
 - A. Those facilities, services, supplies, utilities, and maintenance in accordance with SFO 8MT2103 dated May 15, 2009.
 - B. Build out in accordance with standards set forth in SFO 8MT2103 dated May 15, 2009 and the Government's design intent drawings. Government space plans shall be developed subsequent to award. All tenant alterations to be completed by the lease effective date identified under Paragraph 2 above. Lease term to be effective on date of occupancy, if different from the date identified in Paragraph 2. The Lessor hereby waives restoration.
 - C. Deviations to the approved design intent drawings will not be permitted unless prior written authorization is obtained from the GSA Contracting Officer.
6. The following are attached and made a part hereof:
 - A. Solicitation for Offers 8MT2103 dated May 15, 2009.
 - B. GSA Form 3517 entitled GENERAL CLAUSES (Rev. [11/05])
 - C. GSA Form 3518A entitled REPRESENTATIONS AND CERTIFICATIONS (Rev. [1/07])
7. In accordance with the SFO paragraph entitled *Tenant Improvement Rental Adjustment*, Tenant Improvements in the total amount of \$50,591.58 (1,443 USF x \$35.06) shall be amortized through the rent for 5 years at the rate of 00.33%. The total annual cost of Tenant Improvements for the amortization period shall be \$10,203.41.
8. In accordance with the SFO paragraph entitled *Percentage of Occupancy*, the percentage of Government occupancy is established as 17.245% (1,897/11,000). The base tax for annual escalation purposes shall be \$530.00 per year.
9. In accordance with the SFO paragraph entitled *Operating Costs Base*, the base operating costs for annual escalation is established as \$7,322.42 per year.
10. In accordance with the SFO paragraph entitled *Common Area Factor*, the common area factor is established as 1.31462 (1,897 RSF/1,443 USF).
11. In accordance with the SFO paragraph entitled *Adjustment for Vacant Premises*, the adjustment is established as \$4.00/USF for vacant space (rental reduction).
12. In accordance with the SFO Paragraph entitled *Overtime Usage*, the rate for overtime usage is established as \$4.00 per hour for the entire building or any portion thereof.
13. HVAC Rate for 24 Hour Rooms shall be established at \$00.05/ABOA Square Feet.
14. In accordance with the SFO Paragraph entitled *Janitorial Services*, the daytime cleaning services shall occur three (3) times per week.
15. In accordance with the SFO Paragraph entitled *Broker Commission and Commission Credit*, the Lessor and the Broker have agreed to a cooperating lease commission of [redacted] of the firm term value of this lease. The total amount of the commission is [redacted]. The Lessor shall pay the Broker no additional commissions associated with this lease transaction. 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 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.

Notwithstanding Paragraph 3 of this Standard Form 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 \$3,023.93 minus prorated Commission Credit of [redacted] equals [redacted] adjusted First Month's Rent.

Second Month's Rental Payment \$3,023.93 minus prorated Commission Credit of [redacted] equals [redacted] adjusted Second Month's Rent.

LESSOR

UNITED STATES OF AMERICA

BY

BY

ATM

(Initial)