

US GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE

LEASE NO.

LMT14993

THIS LEASE, made and entered into this date by and between

KARL COOK CONSTRUCTION, INC.
Whose address is 1276 NTH 15TH AVE SUITE 103
BOZEMAN, MT 59715-3289

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 2,765 rentable square feet (RSF) of office, and related space, which yields 2,350 ANS/BOMA Office Area square feet (USF) of space at Dickerson Professional Center, 1902 W. Dickerson St, Bozeman, MT 59718-6852 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 4 surface parking spaces for exclusive use of Government employees and patrons.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on June 1, 2011 and continuing through May 31, 2026 subject to termination and renewal rights as may be hereinafter set forth.

3. The Government shall pay the Lessor annual rent of \$84,805.00 (\$30.67/RSF - \$36.09/USF) at the rate of \$7,067.14 per month in arrears for the period starting June 1, 2011 through May 31, 2016. See RENTAL SCHEDULE paragraph for rates for the period of year 1 through 15.

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

KARL COOK CONSTRUCTION, INC
1276 NTH 15TH AVE
BOZEMAN, MT 59715-3289

4. The Government may terminate this lease in whole or in part at any time on or after May 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.

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

LESSOR
LESSOR NAME

BY

IN PRESENCE OF

OWNER
(Title)

1276 Nth 15th Ave Bozeman MT
(Address)

UNITED STATES OF AMERICA

Contracting Officer, General Services Administration

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 9MT2026 dated March 4, 2010, as amended.
 - B. Build out in accordance with standards set forth in SFO No. 9MT2026 dated March 4, 2010, as amended, and the Government's design intent drawings. Government space plans shall be developed subsequent to award. All tenant alterations are to be completed by the lease effective date identified under Paragraph 2 above. The lease term will become 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 No. 9MT2026 dated March 4, 2010
 - B. GSA Form 3517 entitled GENERAL CLAUSES (Rev. [11/05])
 - C. GSA Form 3518 entitled REPRESENTATIONS AND CERTIFICATIONS (Rev. [1/07])
 - D. GSA Form 1217 entitled LESSOR'S ANNUAL COST STATEMENT
 - E. Floor plan of Suite Number 205
7. In accordance with the SFO paragraph entitled TENANT IMPROVEMENT RENTAL ADJUSTMENT, Tenant improvements will total \$96,424.97. The annual tenant improvement of \$14,346.38 shall be amortized through the rent for the period starting on June 1, 2011 through May 31, 2021 at the rate of 8.5%. All additional required Tenant Improvements above the Tenant Improvement allowance will be paid via a lump sum payment.
8. In accordance with the SFO paragraph entitled PERCENTAGE OF OCCUPANCY, the percentage of Government occupancy is established as 26%. The tax base is hereby established at \$4,053.00 annually.
9. In accordance with the SFO paragraph entitled OPERATING COSTS BASE, the escalation base is established as \$7.664966/RSF (\$21,193.63/annum). Tenant reserves the right to have the Lessor provide an audit of operating expenses from time to time. Lessor shall provide results of such audit in writing within 30 days of written request from Tenant. Thereafter, Tenant reserves the right to renegotiate the Operating Cost base with Lessor based on the results of said audit.
10. In accordance with the SFO paragraph entitled COMMON AREA FACTOR, the common area factor is established as 1.176596 (2,785 RSF/2,350 USF).
11. In accordance with the SFO paragraph entitled ADJUSTMENT FOR VACANT PREMISES, in the event of the Government vacating in whole or in part to lease expiration, the rental rate will be reduced by \$29.14/ RSF.
12. In accordance with the SFO Paragraph entitled OVERTIME USAGE, the rate for overtime usage is established as \$50.00 per hour. Tenant agencies shall have access to leased space, including the use of elevators, lights, electric power, toilets, etc., at all times other than normal working hours without additional payment.
13. Security costs in the total amount of \$36,600 shall be amortized through the rent for 120 months at the rate of 8.5%.

The Lessor hereby waives restoration.

LESSOR

BY _____