

US GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE

LEASE NO.

GS-08P-LND14516

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

Whose address is 1139 2ND AVE W

WILLISTON, NORTH DAKOTA 58802-1322

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 1581 rentable square feet (RSF) of office and related space, which yields 1375 ANSI/BOMA Office Area square feet (USF) of space at Park Plaza, 1139 2nd Ave W, Williston, ND 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 8 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 September 1, 2010 and continuing through October 31, 2020, subject to termination and renewal rights as may be hereinafter set forth.

3. The Government shall pay the Lessor annual rent of \$ 29,058.78 at the rate of \$2,421.565 per month in arrears.

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

PARK PLAZA LLC
1139 2ND AVE W

WILLISTON, NORTH DAKOTA 58802-1322

4. The Government may terminate this lease in whole or in part at any time on or after October 31, 2012 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

PARK PLAZA LLC

Thomas C. Roltstak

BY

IN PR

PRESIDENT

(Address)

UNITED STATES OF AMERICA

Contracting Officer, General Services Administration

(Official Title)

6. 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 7ND2114 dated 2/5/2010, as amended 7/29/2010.
 - B. Build out in accordance with standards set forth in SFO 7ND2114 dated 2/5/2010, as amended 7/29/2010, 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 7ND2114 dated 2/5/2010, and Amendment 1, dated 7/29/2010.
 - B. GSA Form 3517 entitled GENERAL CLAUSES (Rev. [11/05])
 - C. GSA Form 3518 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 \$0.00 shall be amortized through the rent for 0 years at the rate of 0%. The total annual cost of Tenant Improvements for the amortization period shall be \$0.00. Please see Paragraph 12.1, Tenant improvement Build Out, for direction of Tenant Improvements.
8. In accordance with the SFO paragraph entitled *Percentage of Occupancy*, the percentage of Government occupancy is established as 12%.
9. In accordance with the SFO paragraph entitled *Operating Costs Base*, the escalation base is established as \$6,134.28 annum.
10. In accordance with the SFO paragraph entitled *Common Area Factor*, the common area factor is established as 1.149818.
11. In accordance with the SFO paragraph entitled *Adjustment for Vacant Premises*, the adjustment is established as \$2.03/RSF for vacant space (rental reduction).
12. In accordance with the SFO Paragraph entitled *Overtime Usage*, the rate for overtime usage is established as \$0.00 per hour for the entire building or any portion thereof.
13. The Lessor shall remain responsible for maintenance, repair, and replacement of any installed items under this lease. These items can be removed by the Government at any time and the Lessor waives restoration in connection with these items. If after the lease term and any extended, renewal or succeeding lease term, the Government elects to abandon any items in place, the title shall pass to the Lessor
14. All labor, materials, equipment, design, professional fees, inspection fees, utilities, construction drawings (including, without limitation, plans and specifications), construction costs and services and all other similar costs and expenses associated with making the space, common areas, and related facilities ready for occupancy in accordance with the requirements of this lease. All costs associated with services, utilities, maintenance, repair, replacement, inspections, improvements and other requirements as required by solicitation for offer No. 7ND2114 and it's attachments.

The Lessor hereby waives restoration.

LESSOR

UNITED STATES OF AMERICA

BY

TCM
(Initial)

BY

[Signature]
(Initial)