

This Lease is made and entered into between

Lessor's Name: **Matrix Development Partners, LLC**

("the Lessor"), whose principal place of business is **122 S. Phillips Avenue, Suite 350, Sioux Falls, SD 57104-6709** and whose interest in the Property described herein is that of Fee Owner, and

The United States of America

("the Government"), acting by and through the designated representative of the General Services Administration ("GSA"), upon the terms and conditions set forth herein.

Witnesseth: The parties hereto, for the consideration hereinafter mentioned, covenant and agree as follows:

The Lessor hereby leases to the Government the Premises described herein, being all or a portion of the Property located at:

Matrix Office Building, 1720 South Southeastern Drive, Sioux Falls, SD 57103-8200

and more fully described in Section 1 and Exhibit A, together with rights to the use of parking and other areas as set forth herein.

To Have and To Hold the said Premises with their appurtenances for the term beginning **December 17, 2012** as required by this Lease and continuing for a period of

Ten (10) Years, Five (5) Years firm,

subject to termination and renewal rights as may be hereinafter set forth, to be used for such purposes as determined by the General Services Administration.

In Witness Whereof, the parties to this Lease evidence their agreement to all terms and conditions set forth herein by their signatures below, to be effective as of the date of delivery of the fully executed Lease to the Lessor.

[Redacted Signature]

Name: Michael S. Bender

Title: Manager, Matrix Development Partners, LLC

Date: 8/2/12

[Redacted Signature]

Michael Sawyer

Lease Contracting Officer

Date: 8/14/2012

[Redacted Signature]

Title: *President, Midwest Property Services*

Date: 8/2/12

SECTION 1 THE PREMISES, RENT, AND OTHER TERMS

1.01 THE PREMISES—SUCCEEDING (APR 2011)

Unless otherwise noted, the Government accepts the leased premises and tenant improvements in their current existing condition, with the following exceptions further outlined more thoroughly in this lease. These exceptions include, but are not limited to, security improvements, National Fire Protection Association (NFPA) requirements, ABAAS compliance, as well as compliance with all local codes and ordinances. The Lessor shall be responsible for continuing obligations for cleaning, janitorial, maintenance, repair, etc. as set forth in the lease paragraphs and attached General Clauses.

The Premises are described as follows:

Office and Related Space: 10,417 rentable square feet (RSF), yielding 9,949 ANSI/BOMA Office Area (ABOA) square feet (sq. ft.) of office and related space based upon a Common Area Factor of 1.05 percent, located on two floors of the Matrix Office Plaza Building, as depicted on the floor plan(s) attached hereto as Exhibit A.

1.02 EXPRESS APPURTENANT RIGHTS (APR 2011)

The Government shall have the non-exclusive right to the use of Appurtenant Areas, and shall have the right to post Government Rules and Regulations within such areas. The Government will coordinate with the Lessor to ensure signage is consistent with the Lessor's standards. Appurtenant to the Premises and included with the Lease are rights to use the following:

A. Parking: Seven (7) reserved surface parking spaces as depicted on the plan attached hereto as Exhibit A-1 of which 2 surface parking spaces shall be relocated to the side or back door, and labeled clearly with signage "RESERVED" for the exclusive use of the Government. In addition, the Lessor shall provide such additional parking spaces as required by the applicable code of the local government entity having jurisdiction over the Property.

B. Antennae, Satellite Dishes and Related Transmission Devices: Space located on the roof of the Building sufficient in size for the installation and placement of the telecommunications equipment as such may be described herein, together with the right to access the roof and use of, all building areas (e.g., chases, plenums) necessary for the use, operation and maintenance of such equipment at all times during the term of this Lease.

1.03 RENT AND OTHER CONSIDERATION—SUCCEEDING (APR 2011)

A. The Government shall pay the Lessor annual rent payable monthly in arrears at the following rates:

	YEARS 1-5	
	ANNUAL RENT	ANNUAL RATE / RSF
Shell Rental Rate	\$130,004.16	\$12.48
Real Estate Taxes	\$ 20,834.00	\$ 2.00
Tenant Improvements Rental Rate	\$ 0.00	\$ 0.00
Operating Costs	\$ 52,085.00	\$ 5.00
Building Specific Security Costs	\$ 0.00	\$ 0.00
FULL SERVICE RATE	\$202,923.16	\$19.48
	YEARS 6-10	
	ANNUAL RENT	ANNUAL RATE / RSF
Shell Rental Rate	\$130,004.16	\$12.48
Real Estate Taxes	\$ 20,834.00	\$ 2.00
Tenant Improvements Rental Rate	\$ 0.00	\$ 0.00
Operating Costs	\$ 52,085.00	\$ 5.00
Building Specific Security Costs	\$ 0.00	\$ 0.00
FULL SERVICE RATE	\$202,923.16	\$19.48

B. If the Government occupies the Premises for less than a full calendar month, then rent shall be prorated based on the actual number of days of occupancy for that month.

D. The Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:

1. The leasehold interest in the Property described in Paragraph 1.01, "The Premises," created herein.
2. All costs, expenses and fees to perform the work required for acceptance of the Premises in accordance with this Lease, including all costs for labor, materials, and equipment, professional fees, contractor fees, attorney fees, permit fees, inspection fees, and similar such fees, and all related expenses.
3. Performance or satisfaction of all other obligations set forth in this Lease.
4. All services, utilities, and maintenance required for the proper operation of the Property, the Building, and the Premises in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements, and improvements required to be made thereto to meet the requirements of this Lease.
5. Intentionally deleted

G. Intentionally deleted

1.04 BROKER COMMISSION AND COMMISSION CREDIT (APR 2011)

UGL Services Equis Operations ("Broker") is the authorized real estate broker representing GSA in connection with this lease transaction. The total amount of the Commission is [REDACTED] and is earned upon lease execution, payable according to the Commission Agreement signed between the two parties. Only [REDACTED] of the Commission, will be payable to UGL Services Equis Operations with the remaining [REDACTED] which is the "Commission Credit", to be credited to the shell rental portion of the annual rental payments due and owing to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue until the credit has been fully recaptured in equal monthly installments over the shortest period practicable.

Notwithstanding the "Rent and Other Considerations" paragraph of this Lease, 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:

Month 1 Rental Payment \$16,910.26 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 1st Month's Rent.

Month 2 Rental Payment \$16,910.26 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 2nd Month's Rent.

1.05 TERMINATION RIGHT (APR 2011)

The Government may terminate this Lease, in whole or in part, at any time effective after the firm term of this Lease by providing not less than 90 days' prior written notice to the Lessor. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination.

1.06 INTENTIONALLY DELTED

1.07 DOCUMENTS INCORPORATED BY REFERENCE

The following documents are incorporated by reference, as though fully set forth herein:

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
Floor Plan(s)	1	A
Parking Plan(s)	1	A-1
Special Requirements	2	B
GSA Form 3517B General Clauses	33	C
GSA Form 3518, Representations and Certifications	7	D

1.08 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT, ESTABLISHMENT OF TAX BASE (APR 2011)

As of the Lease Award Date, the Government's Percentage of Occupancy, as defined in the Real Estate Tax Adjustment clause of this lease is 67.22 percent. The percentage of occupancy is derived by dividing the total Government space of 10,417 rentable square feet by the total building space of 15,497 rentable square feet.

The Real Estate Tax Base, as defined in the Real Estate Tax Adjustment clause of the Lease is **\$2.00/ RSF.**

1.09 OPERATING COST BASE (APR 2011)

The parties agree that for the purpose of applying the clause titled "Operating Costs Adjustment" that the Lessor's base rate for operating costs shall be \$6.00 per rentable sq. ft.

1.10 RATE FOR ADJUSTMENT FOR VACANT LEASED PREMISES (APR 2011)

In accordance with the section entitled "Adjustment for Vacant Premises" if the Government fails to occupy or vacates the entire or any portion of the Leased Premises prior to expiration of the term of the Lease, the operating costs paid by the Government as part of the rent shall be reduced by \$2.50 per ABOA sq. ft. of space vacated by the Government.

1.11 OVERTIME HVAC RATES (APR 2011)

The following rates shall apply in the application of the clause titled "Overtime HVAC Usage:"

\$4.68 per hour per zone

1.12 24-HOUR HVAC REQUIREMENT (APR 2011)

The Overtime Usage rate specified above shall not apply to any portion of the Premises that is required to have heating and cooling 24 hours per day. If 24-hour HVAC is required by the Government for any designated rooms or areas of the Premises, such services shall be provided by the Lessor at a rate of \$4.68 per 100 ABOA sq. ft. of the area receiving the additional overtime HVAC. This clause does not apply to the current portions of the lease, which currently have 24 hour HVAC. The current configuration of the space that have or might require periodic 24 hour HVAC are specifically enumerated as Rooms 110, 111, 131, 133, 138, 138A, 139A, and 142, and are specifically excluded from this clause and shall be covered under the base cost of services.

1.13 ADDITIONAL BUILDING IMPROVEMENTS (APR 2011)

In addition to construction of the Tenant Improvements as required in this Lease, the Lessor shall be required to complete the following additional building improvements (e.g., Fire/Life Safety, Seismic, and Energy Efficiency) prior to the commencement date of the lease:

- A. New carpet throughout the government demised space under this leased premises.
- B. New paint throughout the government demised space under this leased premises.
- C. The back door shall be reconstructed to allow for proper alignment and easy locking.
- D. The two (2) reserved surface parking spaces shall be relocated to the side (or the rear) of the building to allow for easy access of deliveries. The seven (7) spaces under this lease must be labeled clearly with signage marked "RESERVED."
- E. A structural engineers report certifying the structural integrity of the building.
- F. All interior and exterior windows shall be cleaned.
- G. Install a fire extinguisher in the communication room. The lessor shall be responsible for the ongoing maintenance of the fire extinguisher and shall have it annually inspected, or replaced if needed, by a certified fire protection engineer.
- H. Lessor secure a pest control contract and provide no less than monthly inspections by the pest control exterminator throughout the term.
- I. Lessor shall install and maintain hand sanitizer dispensers at various locations to be determined by the Government.
- J. Repair or replace exhaust fans in men's and women's rest rooms.