

GENERAL SERVICES ADMINISTRATION  
PUBLIC BUILDING SERVICES  
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT  
2

DATE  
5/10/12

TO LEASE NO.  
GS-05B-18341

ADDRESS OF PREMISES

2633 Jefferson Street, Suite 893 A, Alexandria, MN 56308-2738

THIS AGREEMENT, made and entered into this date by and between UTAH GROUP II, LLC

whose address is: 510 22<sup>nd</sup> Avenue East, Suite 101  
Alexandria, MN 56308-1979

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

WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for the consideration hereinafter mentioned covenant and agree that the said Lease is amended, effective as of the date of this Supplemental Lease Agreement 2, as follows:

This Supplemental Lease Agreement (SLA) No. 2 is issued to establish the effective lease term date of November 2, 2012<sup>2</sup>, to pay the rent as outlined in the SF-2 (including operating, tenant improvements and building specific security costs); and to confirm the real estate commission credit application. 2011 Atg J

Paragraph 2 of the SF-2 is hereby deleted in its entirety and replaced with the following:

- TO HAVE AN TO HOLD the said premises with their appurtenances for a term beginning on November 2, 2011 and extended through November 1, 2021, subject to termination and renewal rights as may be setforth. The Government may terminate this lease anytime after November 2, 2016, by giving one hundred-twenty (120) days notice in writing to the Lessor and no rent shall accrue after the effective termination. Said notice shall be computed commencing within the day after the date of mailing. The term of this lease is ten (10) years full, five (5) years firm.

Paragraph 3 of the SF-2 is hereby deleted in its entirety and replaced with the following:

	11/02/2011 – 11/01-2016		11/02/2016 – 11/01/2021	
	Annually	Monthly	Annually	Monthly
Shell Rental Rate:	\$16,871.24	\$1,405.94	\$16,871.24	\$1,405.94
TI Rental Rate:	\$10,340.80	\$861.73	\$0.00	\$0.00
Building Specific Security	\$1,090.28	\$90.86	\$0.00	\$0.00
Base Operating Cost:	\$8,643.56	\$720.30	\$8,643.56	\$720.30
Total:	\$36,945.88	\$3,078.82	\$25,514.80	\$2,126.23

CPI and tax escalations continue throughout the term of the lease. Rent shall be adjusted in accordance with the provisions of the Solicitation for Offers and General Clauses. Rent for a lesser period shall be prorated. Rent checks shall be made payable to UTAH GROUP II, LLC, 510 22<sup>nd</sup> Avenue East, Suite 101, Alexandria, MN 56308-1979.

(continued on page 2)

All terms and conditions of the lease shall remain in force and effect.

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

LESSOR: UTAH GROUP II, LLC  
By: \_\_\_\_\_ (ADDRESS)

IN THE PRESENCE OF: \_\_\_\_\_ (ADDRESS)

UNITED STATES OF AMERICA  
By: \_\_\_\_\_ SERVICES ADMINISTRATION  
LEASE CONTRACTING OFFICER  
(OFFICIAL TITLE)

SLA No. 2 to Lease No. GS-05B-18341

PARAGRAPH 30 of the SF-2 is hereby deleted in its entirety and replaced with the following:

30. The Lessor and the Broker ("CBRE, Inc.") have agreed to a cooperating lease commission of [REDACTED] of the Aggregate Lease Value as defined by the Brokerage Commission Letter dated 11/11/2011. The total amount of the commission is [REDACTED] (1,124 RSF x \$32.87/RSF x 5-years x [REDACTED]). 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 of [REDACTED] 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.

5	Firm Term								
	Shell Original (RSF)	Op Costs (RSF)	Amortized Security	Amortized TI's	Free Rent	Shell Gross/SF	Annual Amount	Annual % Change (Shell)	\$/SF Shell Increase
1	\$ 15.01	\$ 7.69	\$ 0.98	\$ 9.19	\$ 0.00	\$ 32.87	\$ 36,945.88	0.00%	\$ 0.00
2	\$ 15.01	\$ 7.69	\$ 0.98	\$ 9.19	\$ 0.00	\$ 32.87	\$ 36,945.88	0.00%	\$ 0.00
3	\$ 15.01	\$ 7.69	\$ 0.98	\$ 9.19	\$ 0.00	\$ 32.87	\$ 36,945.88	0.00%	\$ 0.00
4	\$ 15.01	\$ 7.69	\$ 0.98	\$ 9.19	\$ 0.00	\$ 32.87	\$ 36,945.88	0.00%	\$ 0.00
5	\$ 15.01	\$ 7.69	\$ 0.98	\$ 9.19	\$ 0.00	\$ 32.87	\$ 36,945.88	0.00%	\$ 0.00

Lump Sum and Broker Credit Calculation								
Rentable SF	Rental Rate per RSF	Firm Period	Broker %	\$/SF	Total Lump Sum	Rebate	Commission Credit	Broker Commission
1,124	\$ 32.87	5	[REDACTED]	[REDACTED]	\$ [REDACTED]	[REDACTED]	\$ [REDACTED]	\$ [REDACTED]
Total:					\$ [REDACTED]	[REDACTED]	\$ [REDACTED]	[REDACTED]

Commission Credit Calculation for SF2

Total Monthly Rent	\$ 3,078.82
Monthly Shell Rent (Less RE Taxes)	\$ 1,151.24
# of Months Credit Deducted	3 Month(s)
Monthly Credit	\$ [REDACTED]
Adjusted Shell Rent	\$ 190.64
RE Taxes, Opex, TI & BS	\$ 1,927.59
Adjusted Monthly Rent	\$ [REDACTED]

Notwithstanding Paragraph 3 of the Supplemental Lease Agreement (SLA) No. 2, the shell rental payments due and owing under the lease shall be reduced to fully recapture this Commission Credit. The reduction in the shell rent shall commence with the first month of the rental payments and shall continue as indicated in this schedule for adjusted Monthly Rent.

First month's rental payment of \$3,078.82 minus the prorated Commission Credit of [REDACTED] equals \$ [REDACTED] adjusted first month rent.

Second month's rental payment of \$3,078.82 minus the prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted second month's rent.

Third month's rental payment of \$3,078.82 minus the prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted third month's rent.

Initials: [Signature] Lessor & [Signature] Gov't