

STANDARD FORM 2
FEBRUARY 1965
EDITION
GENERAL SERVICES
ADMINISTRATION

US GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE
12/01/2010

LEASE NO.
LND14563

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

Whose address is 1505 INTERCHANGE AVENUE
BISMARCK, ND 58501-2080

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 4,382 rentable square feet (RSF) of office and related space, which yields 4,382 ANSI/BOMA Office Area square feet (USF) of space at Kirkwood Office Tower, 919 S. 7th Street, Bismarck, 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 2 outside 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 December 1, 2010 and continuing through November 30, 2020, subject to termination and renewal rights as may be hereinafter set forth.

3. The Government shall pay the Lessor annual rent of \$56,089.60 (\$12.80/RSF - \$12.80/USF) at the rate of \$4,674.13 month in arrears for years 1 - 10.

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

PINNACLE DEVELOPMENT
1505 INTERCHANGE AVENUE
BISMARCK, ND 58501-2080

4. The Government may terminate this lease in whole or in part at any time on or after November 30, 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 have hereunto subscribed their names as of the date first above written.

LESSOR
PINNACLE D [Redacted]
BY [Redacted] [Signature]
IN PRESENCE [Redacted] [Signature]

[Redacted] Partner
[Redacted] [Address] 58501

UNITED STATES OF AMERICA
BY [Redacted] [Signature]

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 LND14583 dated December 1, 2010

6. The following are attached and made a part hereof:
A. Solicitation for Offers LND14583 dated December 1, 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 *Percentage of Occupancy*, the percentage of Government occupancy is established as 11.2%.

8. In accordance with the SFO paragraph entitled *Operating Costs Base*, the escalation base is established as \$4.58/RSF (~~\$17,515.64/annum~~). *ML*

9. In accordance with the SFO paragraph entitled *Common Area Factor*, the common area factor is established as 1.0(4,382 RSF/4,382 USF).

10. In accordance with the SFO paragraph entitled *Adjustment for Vacant Premises*, the adjustment is established as \$2.17/USF for vacant space (rental reduction).

The Lessor hereby waives restoration.

LESSOR

UNITED STATES OF AMERICA

BY

BY *ML*

(initial)

(initial)

U.S. GOVERNMENT LEASE FOR REAL PROPERTY (Short Form)

1. LEASE NUMBER LND14563

PART I - SOLICITATION/DESCRIPTION OF REQUIREMENTS (To be completed by Government)

A. REQUIREMENTS

- 2. The Government of the United States of America is seeking to lease approximately 4,382 rentable square feet of office space located in Bismarck, North Dakota for occupancy not later than December 1, 2010 for a term of ten (10) years. Rentable space must yield a minimum of 3,950 to a maximum of 4,800 square feet of ANSI/BOMA Office Area (BOA) for use by Tenant for personnel, furnishing, and equipment.
3. INITIAL OFFERS ARE DUE ON OR BEFORE CLOSE OF BUSINESS December 1, 2010.

B. STANDARD CONDITIONS AND REQUIREMENTS

- 4. The following standard conditions and requirements shall apply to any premises offered for lease to the UNITED STATES OF AMERICA (the GOVERNMENT):
a. Space offered must be in a quality building of sound and substantial construction meeting the Government's requirements for the intended use.
b. The Lessor shall provide floor plans for the offered space and a valid Certificate of Occupancy for the intended use of the Government and shall meet, maintain, and operate the building in conformance with all applicable current (as of the date of this solicitation) codes and ordinances.
c. Offered space shall meet or be upgraded to meet the applicable egress requirements in National Fire Protection Association (NFPA) 101, Life Safety Code or an alternative approach or method for achieving a level of safety deemed equivalent and acceptable by the Government.
d. The Building and the leased space shall be accessible to persons with disabilities in accordance with appendices C and D of 36 CFR Part 1191 (ABA Chapters 1 and 2 and Chapters 3 through 10 of the ADA-ABA Accessibility Guidelines).
e. The leased space shall be free of all asbestos containing materials, except undamaged asbestos flooring in the space or undamaged boiler or pipe insulation outside the space.
f. Services, utilities, and maintenance will be provided daily, extending from 6:00 a.m. to 6:00 p.m. except Saturday, Sunday, and Federal holidays.
g. The Lessor shall complete any necessary alterations within 60 days after receipt of approved layout drawings.
h. The Offeror must have an active registration in the Central Contractor Registration (CCR) System (via the Internet at http://www.ccr.gov) prior to lease award and throughout the life of the lease.

5. SERVICES AND UTILITIES (To be provided by Lessor as part of rent)

Table with 4 columns: HEAT, TRASH REMOVAL, ELEVATOR SERVICE, INITIAL & REPLACEMENT LAMPS, TUBS & BALLASTS, ELECTRICITY, CHILLED DRINKING WATER, WINDOW WASHING, PAINTING FREQUENCY, POWER (Special Equip), AIR CONDITIONING, CARPET CLEANING, WATER (Hot & Cold), TOILET SUPPLIES, JANITORIAL SERV. & SUPP., SNOW REMOVAL, OTHER (Specify below). Includes frequency fields for window washing and carpet cleaning.

6. OTHER REQUIREMENTS

Offerors should also include the following with their offers: The estimated cost to prepare the space for occupancy by the Government and the Offeror's proposed amortization rate for tenant alterations.

7. NOTE: All offers are subject to the terms and conditions outlined above, and elsewhere in this solicitation, including the Government's General Clauses and Representations and Certifications.

8. BASIS OF AWARD

- Offer with the lowest price per square foot, according to the ANSI/BOMA 205.1-1996 definition for BOMA Usable Office Area, which means "the area within a tenant normally houses personnel and/or furniture, for which a measurement is to be computed."
Offer most advantageous to the Government, with the following evaluation factors being:
- Significantly more important than price
- Approximately equal to price
- Significantly less important than price
(Listed in descending order, unless stated otherwise):

PART II - OFFER (To be completed by Offeror/Owner and remain open until lease award)

A. LOCATION AND DESCRIPTION OF PREMISES OFFERED FOR LEASE BY GOVERNMENT

1. NAME AND ADDRESS OF BUILDING (Include ZIP Code) Kirkwood Office Tower 919 S. 7 th Street Bismarck, ND 58504-5843	2. LOCATION(S) IN BUILDING	
	a. FLOOR(S)	b. ROOM NUMBER(S)
	c. SQ. FT. RENTABLE 4,382 ALOA 4,382 <small>Quantity Area Factor 1.11</small>	d. TYPE <input checked="" type="checkbox"/> GENERAL OFFICE <input type="checkbox"/> OTHER (Specify) <input type="checkbox"/> WAREHOUSE

B. TERM

3. To have and to hold, for the term commencing on December 1, 2010 and continuing through November 30, 2020 inclusive. The Government may terminate this lease in whole or in part at any time on or after November 30, 2015, by giving at least ninety (90) days notice in writing to the Lessor. No rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

C. RENTAL

4. Rent shall be payable in arrears and will be due on the first workday of each month. When the date for commencement of the lease falls after the 15th day of the month, the initial rental payment shall be due on the first workday of the second month following the commencement date. Rent for a period of less than a month shall be prorated.

5. AMOUNT OF ANNUAL RENT \$56,089.60	7. HVAC OVERTIME RATE PER HOUR	8. ELECTRONIC FUNDS TRANSFER PAYMENT SHALL BE MADE TO (Name and Address) Pinnacle Development 1505 Interchange Avenue Bismarck, ND 58501-2080
6. RATE PER MONTH \$4,674.13		

9a. NAME AND ADDRESS OF OWNER (Include ZIP code. If requested by the Government and the owner is a partnership or joint venture, list all General Partners, using a separate sheet, if necessary.)
Pinnacle Development, 1505 Interchange Avenue, Bismarck, ND 58501-2080

9b. TELEPHONE NUMBER OF OWNER 701-220-2689	10. TYPE OF INTEREST IN PROPERTY OF PERSON SIGNING <input checked="" type="checkbox"/> OWNER <input type="checkbox"/> AUTHORIZED AGENT <input type="checkbox"/> OTHER (Specify)
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11a. NAME OF OWNER OR AUTHORIZED AGENT (Type or Print) WILLIAM [REDACTED]	11b. TITLE OF PERSON SIGNING Managing Partner
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11c. SIGNATURE [REDACTED]	11d. DATE 12-8-10
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PART III - AWARD (To be completed by Government)

1. Your offer is hereby accepted. This award consummates the lease which consists of the following attached documents: (a) this GSA Form 3626, (b) Representations and Certifications, (c) the Government's General Clauses, and (d) the following changes or additions made or agreed to by you:

- Attachment 1 to GSA Form 3626 Lease Costs Breakdown Summary
- Attachment 2 to GSA Form 3626 Minimum Lease Security Standards
- Attachment 3 to GSA Form 3626 Minimum GSA Requirements
- Prelease Fire Protection and Life Safety Evaluation (GSA Form 12000)
- Lessor's Annual Cost Statement (GSA Form 1217)
- Standard Form 2, US Government Lease for Real Property
- GSA Form 3516, Solicitation Provisions, for additional instructions only
- GSA Form 3517, General Clauses
- GSA Form 3518, Representations and Certifications

2. THIS DOCUMENT IS NOT BINDING ON THE GOVERNMENT OF THE UNITED STATES OF AMERICA UNLESS SIGNED BELOW BY AUTHORIZED CONTRACTING OFFICER.

3a. NAME OF CONTRACTING OFFICER (Type or Print) Adam Menzies: Matthew Levesque	3b. [REDACTED]	3c. DATE 3/24/11
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