


U.S. GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE 4-17-11 LEASE NO. GS-08P-14596


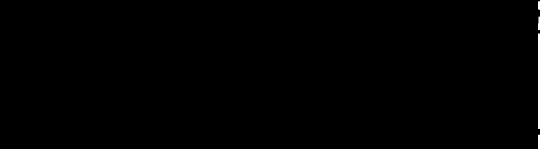
THIS LEASE, made and entered into this date by and between First Dakota National Bank
Whose address is 101 N Main Ave
Sioux Falls, SD 57104-6411

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:

- The Lessor hereby leases to the Government the following described premises:
 - * A total of 6,259 rentable square feet (RSF) of office and related space, which yields 6,030 ANSI/BOMA Office Area square feet (USF) of space at Courthouse Square, 325 S First Ave, Sioux Falls, SD 57104 as indicated on the attached Floor Plan, 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 15 parking spaces for exclusive use of the Government employees and patrons.
 - * 13 surface parking spaces are included in the rent at a cost of \$0 per space per annum.
 - * 2 structured parking spaces are included in the rent at a cost of \$0 per space per annum.
 - * The common area factor for the leased premises occupied by the Government is established as 1.04 (see "Common Area Factor" paragraph of the lease).
 - * The leased premises occupied by the Government for real estate tax adjustments is established as 11.91% (see also "Percentage Occupancy" paragraph of the lease).
- TO HAVE AND TO HOLD the said premises with their appurtenances for a term of 15 years beginning upon the substantial completion of the space, and acceptance by the Government as satisfactorily complete. Design and construction of the space shall begin upon award of this lease in conformance with the Construction Schedule of Tenant Improvements paragraph of the attached Solicitation for Offers. The commencement date of this lease, along with any applicable termination and renewal rights, shall more specifically be set forth in a Supplemental Lease Agreement upon substantial completion and acceptance of the space by the Government.
- The Government shall pay the Lessor annual rent of \$221,944.14 (\$35.46/RSF - \$36.81/USF) at the rate of \$18,495.35 per month in arrears from 9/1/2011 to 8/31/2021. The Government shall pay the Lessor annual rent of \$191,212.45 (\$30.55/RSF - \$31.71/USF) at the rate of \$15,934.37 per month in arrears from 9/1/2021 to 8/31/2026. Accumulated operating cost adjustments will be included in the stated per annum rates at the time they become effective. Rent for a lesser period shall be prorated. Rent checks shall be made payable to:
First Dakota National Bank


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

LESSOR	
SIGNATURE Jeff Eitrem	NAME OF SIGNER Jeff Eitrem
ADDRESS 101 N. Main Avenue, Sioux Falls SD 57104	
	NAME OF SIGNER Kathleen Howland
	UNITED STATES OF AMERICA NAME OF SIGNER Darrin Hotelling OFFICIAL TITLE OF SIGNER Lease Contracting Officer

Previous edition is not usable

4. The Government may terminate this lease in whole or in part at any time on or after the 10th anniversary 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.
5. The Lessor shall furnish to the Government, as part to the rental consideration, the following:
Those tenant improvements, facilities, services, supplies, utilities, and maintenance in accordance with SFO 8SD2014 dated 11/24/2010. (54 pages)
6. The following are attached and made a part hereof:
X - A. Standard Form 2 continuation Pages 3-2
X - B. Schedule of Rent Components;
X - C. Solicitation for Offers 8SD2014 dated 11/24/2010, 54 pages;
X - D. Special (Program of) Requirements, 44 pages;
X - E. GSA Form 3517 entitled GENERAL CLAUSES (Rev. 11/05), 21 pages;
X - F. GSA Form 3518 entitled REPRESENTATIONS AND CERTIFICATIONS (Rev. 1/07), 4 pages;
X - G. Tax ID number and Legal Description of the Leased Property, 2 pages;
X - H. Floor Plan, 1 pages;
X - I. Building Security Unit Price List, 2 pages;
X - J. Small Business and Small Disadvantaged Business Subcontracting Plan, 14 pages;
7. In accordance with the SFO paragraph entitled Tenant Improvement Rental Adjustment, Tenant Improvements in the total amount not to exceed \$225,401.00 (6,030 USF x \$37.38) are amortized through the rent for 10 years at the rate of 6.50%. The amortized cost of these improvements are included in the stated rent in Paragraph 3 above. Deviations to the approved design intent drawings will not be permitted unless prior written authorization is obtained from the GSA Contracting Officer.
8. In accordance with the SFO paragraph entitled Operating Costs Base, the base is established as \$4.66 per RSF (\$29,166.94 per annum).
9. In accordance with the SFO paragraph entitled Adjustment for Vacant Premises, the adjustment is established as \$4.66 per USF for vacant space (rental reduction).
10. In accordance with the SFO Paragraph entitled Overtime Usage, overtime shall be provided at no additional cost to the Government.
11. In the event the actual amount of space exceeds 6,030 ANSI/BOMA office area there will be no additional cost to the Government. Unauthorized Improvements: All questions pertaining to this lease agreement shall be referred in writing to the General Services Administration Contracting Officer. This contract is between GSA and First Dakota National Bank. GSA assumes no financial responsibility for any cost incurred by the Lessor except as provided by the term of the lease agreement or authorized in writing by the GSA Contracting Officer. If Lessor delivers space with improvements not authorized or requested in writing by the GSA Contracting Officer, then Lessor shall not be entitled to compensation if the improvements remain in place after the Government's acceptance of the space.

INITIALS:

DE
LESSOR

DF
GOVT

STANDARD FORM 2 (REV. 12/2006)

SCHEDULE OF RENT COMPONENTS

Annual Rent applies to Years	Shell Rent	Operating Costs	TI*	Real Estate Taxes	Total Annual Rent
9/1/2011 to 8/31/2021	\$145,107.51	\$29,166.94	\$30,731.69	\$16,938.00	\$221,944.14
9/1/2021 to 8/31/2026	\$145,107.51	\$29,166.94	\$0.00	\$16,938.00	\$191,212.45

*The Tenant Improvements Allowance is amortized at a rate of 6.5% per annum for 10 years.

INITIALS:

JE & DH
LESSOR GOVT

STANDARD FORM 2 (REV. 12/2006)