STANDARD FORM 2 FEBRUARY 1965 EDITION GENERAL SERVICES ADMINISTRATION

US GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE

LEASE NO.

GS-08P-LND14554

THIS LEASE, made and entered into this date by and between ORMESHER ENTERPRISES

Whose address is 3550 MULLAN RD, SUITE 101
MISSOULA, MONTANA 59808-5168

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 **8,418** rentable square feet (RSF) of office and related space, which yields **8,306** ANSI/BOMA Office Area square feet (USF) of space at **Mullan Center**, **3550 Mullan Rd**, **Missoula**, **Montana** 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 **67** 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 **November 1, 2012** and continuing through **October 31, 2022**, subject to termination and renewal rights as may be hereinafter set forth
- 3. The Government shall pay the Lessor annual rent of \$216,743.48 at the rate of \$18,061.95 per month in arrears.

	Shell	Operating	Taxes	Building Specific	Tenant Improvements	Annual
11/1/2012- 10/31/2017	\$111,538.50	\$46,130.63	\$15,236.58	\$1,450.74	\$42,387.01	\$216,743.46
11/1/2017- 10/31/2022	\$111,538.50	\$46,130.63	\$15,236.58	\$0.00	\$0.00	\$172,905.71

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

ORMESHER ENTERPRISES 3550 MULLAN RD, SUITE 101 MISSOULA, MONTANA 59808-5168

4. The Government may terminate this lease in whole or in part at any time on or after October 31, 2017 by giving at least 120 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.

	Owner 06/02/2012
	3550 Muller Rd Mala, MT
BY_	Contracting Officer, General Services Administration (Official Title)

- 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 1MT2053 dated 08/16/2011.
 - B. Build out in accordance with standards set forth in SFO 1MT2053 dated 08/16/2011 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 1MT2053 dated 08/16/2011.
 - 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 \$165,859.00 be amortized through the rent for 5 years at the rate of 6.975%. The total annual cost of Tenant Improvements for the amortization period shall be \$42,387.01. 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 62%.
- 9. In accordance with the SFO paragraph entitled *Operating Costs Base*, the escalation base is established as \$46,130.64 annum.
- 10. In accordance with the SFO paragraph entitled *Tax Adjustment*, the escalation base is established as \$15,236.58 annum.
- 11. In accordance with the SFO paragraph entitled *Common Area Factor*, the common area factor is established as **1.013484**.
- 12. In accordance with the SFO paragraph entitled *Adjustment for Vacant Premises*, the adjustment is established as \$3.76/RSF for vacant space (rental reduction).
- 13. 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.
- 14. 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.
- 15. 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. 1MT2053 and its attachments.

The Lessor hereby waives restoration.

LESSOR	UNITED STATES OF AMERICA
BY MICHAEL	BY
(Initial)	(Initial)

ſ.