

U.S. GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE 5-26-2011 LEASE NO. GS-08P-14442

THIS LEASE, made and entered into this date by and between GET Ventures, LLC

Whose address is: 2400 Commerce Rd
Rapid City, SD 57702-8005

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 1,902 rentable square feet (RSF) of office and related space, which yields 1,608 ANSI/BOMA Office Area square feet (USF) of space at Rock Ridge Plaza, 1410 East Highway 14, Pierre, SD 57501-4164 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 3 parking spaces for exclusive use of the Government employees and patrons.
 - * 3 surface 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 1.182836 (see "Common Area Factor" paragraph of the lease).
 - * The leased premises occupied by the Government for real estate tax adjustments is established as 16.90% (see also "Percentage Occupancy" paragraph of the lease).
2. TO HAVE AND TO HOLD the said premises with their appurtenances for a term of 10 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.
3. The Government shall pay the Lessor annual rent of \$45,234.10 at the rate of \$3,769.51 per month in arrears for years 1 through 5 and annual rent of \$32,370.40 at the rate of \$2,697.53 per month in arrears for years 6 through 10 (see Schedule of Rents, page 3). 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:

GET Ventures, LLC
2400 Commerce Rd
Rapid City, SD 57702-8005

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

LESSOR

SIGNATURE Kevin Thom, GET Ventures NAME OF SIGNER Kevin Thom

ADDRESS PO Box 9162 Rapid City SD 57709-9162

IN THE PRESENCE OF (SIGNATURE) [Redacted] NAME OF SIGNER Kay m Stambaugh

UNITED STATES OF AMERICA

NAME OF SIGNER BRENDA J P McWHART
OFFICIAL TITLE OF SIGNER LEASE CONTRACTING OFFICER

4. The Government may terminate this lease in whole or in part at any time after the 5th year by giving at least 60 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 9SD2053 dated 9/28/2010.
6. The following are attached and made a part hereof:
 - A. Standard Form 2
 - B. Schedule of Rent Components (page 3 of Standard Form 2);
 - C. Solicitation for Offers 9SD2053 dated 9/28/2010;
 - D. Amendment 1 to SFO 9SD2053 dated 3/1/2011;
 - E. Amendment 2 to SFO 9SD2053 dated 4/14/2011;
 - F. Special (Program of) Requirements, 3 pages;
 - G. GSA Form 3517B entitled GENERAL CLAUSES (Rev. 11/05), 33 pages;
 - H. GSA Form 3518A entitled REPRESENTATIONS AND CERTIFICATIONS (Rev. 1/07), 4 pages;
 - I. Floor Plan, 1 page;
7. In accordance with the SFO paragraph entitled Tenant Improvement Rental Adjustment, Tenant Improvements in the total amount of \$54,136.86 (1,608 USF x \$33.67) are amortized through the rent for 5 years at the rate of 7.00%. 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. The actual cost of Tenant Improvements shall be reconciled and the rent will be adjusted accordingly. The additional \$15,520.14 in Tenant Improvements which exceed the agency's allowance to be amortized will be paid in lump sum at the completion of build-out. The lump sum payment has been calculated as follows:

\$69,657.00 Build-Out Cost offered in Proposal to Lease Space
~~-\$54,136.86 Agency's allowable tenant improvements to be amortized~~
\$15,520.14 Lump-Sum Payment via Reimbursable Work Authorization (RWA)
8. In accordance with the SFO paragraph entitled Operating Costs Base, the base is established as \$8,215.00 per annum.
9. In accordance with the SFO paragraph entitled Adjustment for Vacant Premises, the adjustment is established as \$2.50 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.

In any event, no overtime HVAC will be charged for the normal building hours of 7 am to 6 pm, Monday through Friday.
11. In the event that the final plan exceeds 1608 ABOA/1902 Rentable square feet, there will be no additional cost to the Government.

INITIALS:

KT
LESSOR & RAM
GOVT

STANDARD FORM 2 (REV. 12/2006)