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**CONTINGENCY REMOVAL AGREEMENT**

**THIS CONTINGENCY REMOVAL AGREEMENT** dated as of September 21, 2009, between Grand Forks Land Company, LLC ("Landlord") and University of North Dakota, a state institution of higher education, on behalf of its School of Medicine & Health Sciences ("Tenant").

**WHEREAS** the Landlord owns the lands and premises municipally known as Unit G, Aurora Medical Park Condominiums, Grand Forks, North Dakota (the "Property");

**AND WHEREAS** the Property is leased to Tenant pursuant to a lease agreement dated August 12, 2009 (the "Lease") together with an Assignment of Lease date August 19, 2009, between the Tenant and the Landlord;

**NOW THEREFORE** in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The parties agree that the recitals above are true and correct in all material respects.
2. The parties hereby agree the contingency notated in Section 2.O. of the lease is hereby removed as the grant has been approved for the Tenant. The Tenant shall provide such funds to Landlord in a manner to be established in which Landlord shall receive the funds as soon as they are available for disbursement. The Landlord is hereby authorized to begin construction of the leased premises.
3. The covenants and agreements herein contained shall be binding upon and enure to the benefit of the heirs, executors, administrator, successors and assigns of each of the parties hereto.
4. The parties hereby confirm that all other terms and conditions of the Lease are in full force and effect, unamended except as expressly provided in this Agreement.

**IN WITNESS WHEREOF** the parties hereto have executed this agreement as of the date referred to above.

  
 \_\_\_\_\_  
 Witness

  
 \_\_\_\_\_  
 University of North Dakota  
 By: Alice Brekke  
 Its: Vice President for Finance and  
 Operations

\_\_\_\_\_  
 Witness

\_\_\_\_\_  
 Grand Forks Land Company, LLC  
 By: Kevin Christianson  
 Its: Partner

## Lease Amending Agreement

THIS AGREEMENT dated as of <sup>January 8, 2010</sup> ~~October~~, 2009 between Grand Forks Land Company, LLC (the "Landlord") and University of North Dakota on behalf of its School of Medicine & Health Sciences (the "Tenant").

**WHEREAS** by a lease dated August 12, 2009 (the "Lease") the Landlord, as successor in interest, leased to the Tenant the premises described as a building containing approximately 7,167 square feet located on Unit G of the Aurora Medical Center for a term of 120 months;

**AND WHEREAS** the Landlord and the Tenant wish to amend the Lease in accordance with the terms and conditions hereof;

**NOW THEREFORE** in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

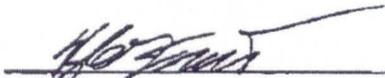
1. The parties agree that the recitals above are true and correct in all material respects.
2. The parties agree that the Lease is hereby modified and amended as follows:
  - a. The Term of the lease shall be 300 months. The Base Rent for the initial 120 month period shall remain as indicated in Section 2 E of the lease. The Base Rent for the period for months 121 through 300 shall be established by mutual agreement of the parties within 180 days of the original date identified in Section 2 B of the lease.
  - b. Notice of Federal Interest. On August 1, 2008 the Health Resources and Services Administration awarded Grant No. 1 C76HF09094-01-0 to the University of North Dakota. The grant provides funds for construction of a forensic facility, which is located on the land described in section 1(B) of this Lease. The Notice of Award for this grant includes conditions on use of the aforementioned property and provides for a continuing Federal interest in the property. Specifically, the property may not be (1) used for any purpose inconsistent with the statute and any program regulations governing the award under which the property was acquired; (2) mortgaged or otherwise used as collateral without the written permission of the Associate Administrator, Office of Federal Assistance Management (OFAM), Health Resources and Services Administration (HRSA); or (3) sold or transferred to another party without the written permission of the Associate Administrator, OFAM, HRSA. These conditions are in accordance with the statutory provisions set forth in the Consolidated Appropriations Act of 2008, P.L. 110-161, Title 45 CFR part 74 or 92 as applicable, the HHS Grants Policy Statement, and other terms and

conditions of award. These grant conditions and requirements cannot be nullified or voided through a transfer of ownership. Therefore, advance notice of any proposed change in usage or ownership must be provided to the Associate Administrator, OFAM, HRSA.

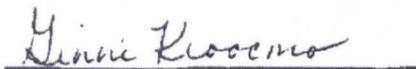
- c. The Landlord hereby grants, transfers, conveys, assigns and sets over to 52<sup>nd</sup> Avenue Investments, LLC, its entire right, title, interest and estate in the Lease and the rents and all other amounts payable thereunder and all other benefits and advantages, as well as any other duties and responsibilities, to be derived therefrom, to have and to hold unto 52<sup>nd</sup> Avenue Investments, LLC for and during the remainder of the term of the Lease.

3. The parties hereby confirm that all other terms and conditions of the Lease are in full force and effect, unamended except as expressly provided in this Agreement.

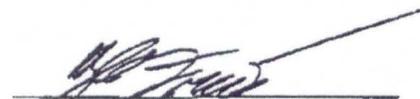
**IN WITNESS WHEREOF** this Agreement has been executed by the parties hereto as of the date first above written.

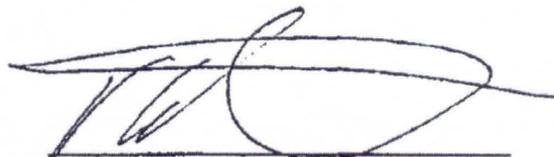
  
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Witness

  
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Grand Forks Land Company, LLC  
By: Kevin Christianson  
Its: President

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
University of North Dakota  
By: Alice Brekke  
Its: Vice President for Finance and  
Operations

  
\_\_\_\_\_  
Witness

  
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52<sup>nd</sup> Avenue Investments, LLC  
By: Kevin Christianson  
Its: President

## **Lease Amending Agreement**

**THIS AGREEMENT** dated as of May 21, 2010 between Grand Forks Land Company, LLC (the "Landlord") and University of North Dakota on behalf of its School of Medicine & Health Sciences (the "Tenant").

**WHEREAS** by a lease dated August 12, 2009 (the "Lease") the Landlord, as successor in interest, leased to the Tenant the premises described as a building containing approximately 7,167 square feet located on Unit G of the Aurora Medical Center for a term of 120 months;

**AND WHEREAS** the Landlord and the Tenant wish to amend the Lease in accordance with the terms and conditions hereof;

**NOW THEREFORE** in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The parties agree that the recitals above are true and correct in all material respects.
2. The parties agree that the Lease is hereby modified and amended as follows:
  - a. The Term of the lease shall be 300 months. The Base Rent for the initial 120 month period shall remain as indicated in Section 2 E of the lease. The Base Rent for the period for months 121 through 300 shall be established by mutual agreement of the parties within 180 days of the original date identified in Section 2 B of the lease.
  - b. The Landlord hereby grants, transfers, conveys, assigns and sets over to 52<sup>nd</sup> Avenue Investments, LLC, its entire right, title, interest and estate in the Lease and the rents and all other amounts payable thereunder and all other benefits and advantages, as well as any other duties and responsibilities, to be derived therefrom, to have and to hold unto 52<sup>nd</sup> Avenue Investments, LLC for and during the remainder of the term of the Lease.
3. The parties hereby confirm that all other terms and conditions of the Lease are in full force and effect, unamended except as expressly provided in this Agreement.

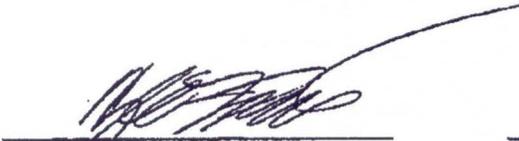
**IN WITNESS WHEREOF** this Agreement has been executed by the parties hereto as of the date first above written.

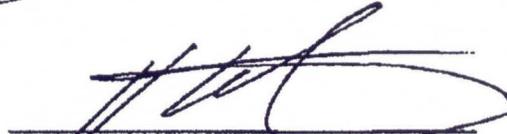
  
\_\_\_\_\_  
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\_\_\_\_\_  
Grand Forks Land Company, LLC  
By: Kevin Christianson  
Its: President

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
University of North Dakota  
By: Alice Brekke  
Its: Vice President for Finance and  
Operations

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
52<sup>nd</sup> Avenue Investments, LLC  
By: Kevin Christianson  
Its: President

**EXHIBIT C**

**ACCEPTANCE OF LEASED PREMISES**

**TENANT:** University of North Dakota on behalf of its  
School of Medicine & Sciences

**LANDLORD:** 52<sup>nd</sup> Avenue Investments, LLC

**DATE LEASE SIGNED:** August 17, 2009

**TERM OF LEASE:** Three Hundred (300) months

**ADDRESS OF LEASED PREMISES:** Unit G, containing approximately 7,167 square feet  
located within the Aurora Medical Park at Grand Forks, North Dakota.

**POSSESSION DATE:** November 15, 2010

**COMMENCEMENT DATE:** January 1, 2011

**EXPIRATION DATE:** December 31, 2035

The above-described Leased Premises are accepted by Tenant as suitable for the purpose for which they were let subject to any latent defects and punch-list items. The above described lease term commences and expires on the dates set forth above. Tenant acknowledges that it has received from Landlord 2 number of keys to the Leased Premises.

**TENANT:**

University of North Dakota



By: Alice Brekke  
Its: Vice President for Finance and Operations

**LANDLORD:**

52<sup>nd</sup> Avenue Investments, LLC

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By: Kevin Christianson  
Its: President

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EXHIBIT I

LEASE CONFIRMATION CERTIFICATE

This Lease Confirmation Certificate is dated July 8<sup>th</sup>, 2011, by and between 52<sup>nd</sup> Avenue Investments, LLC ("Landlord") and University of North Dakota on behalf of its School of Medicine & Health Sciences ("Tenant"), who together agree as follows:

RECITALS. The parties make the following declarations:

A. Landlord and Tenant have previously executed that certain Lease dated August 17, 2009 and Lease Amending Agreements dated January 8, 2010 and May 21, 2010, (the "Lease"), pursuant to which Tenant leases from Landlord approximately 7,167 square feet (the "Leased Premises") as more particularly described in the Lease.

B. Landlord and Tenant now desire to execute this Lease Confirmation Certificate to confirm, among other things, the Commencement Date, the expiration date, the square footage of the Premises, the Base Rent, and the Tenant Improvement Allowance. All capitalized terms used herein and not defined herein shall have the meanings assigned thereto in the Lease.

1. Delivery Date. Landlord delivered the Premises to Tenant on November 15, 2010 and the Possession Date occurred on November 15, 2010.
2. Commencement Date. The Commencement Date of the Lease occurred, or will occur, on January 1, 2011, and shall expire on December 31, 2035.
3. Square Footage. For purposes of determining any per square foot charges in the Lease, the Premises shall be deemed to contain 7,157 square feet.
4. Base Rent. Pursuant to Section 2E of the Lease, Tenant's obligation to pay Base Rent commenced, or will commence on January 1, 2011, in the following amounts, subject to adjustment as may be provided in the Lease:

Years	Monthly Base Rent	Annual Base Rent
1-10	\$7,877.96	\$94,535.50

The Basic Annual Rent shall be adjusted for years 11 through 25 of the Lease and shall be adjusted upward as follows. The adjustment shall be calculated upon the basis of the United States Department of Labor, Bureau of Labor Statistics Consumer Price Index, Subgroup "All Items", Area "Midwest Urban" entitle "All Urban Consumers", (U Index) "United States City Average (1967=100)" ("CPI") for the Grand Forks, North Dakota region, with a maximum annual adjustment of 5%. Upon the adjustment date, the rent to be paid by Lessee shall be increased at a rate equal to the percentage increase as reflected in said CPI since the same month of the preceding lease term. In no event, however, shall the rent for any year be less than the rent established for the immediately preceding lease term. If the CPI does not exist in the same format as recited above, then the most nearly equivalent Index as is then the most

nearly equivalent Index successor or similar governmental agency as may then be in existence, shall be substituted.

6. No Modification of Lease. This Lease Confirmation Certificate is intended to determine the various dates and time periods referenced above based on the formulae and other substantive provisions contained in the Lease in light of the actual attendant facts and circumstances that have occurred. In no event is this Lease Confirmation Certificate intended to modify any substantive provision of the Lease with the exception of the Base Rent in years eleven through twenty-five, and in the event of a conflict between the terms of the Lease and this Lease Confirmation Certificate, the terms of the Lease shall control.
7. Counterparts. This Lease Confirmation Certificate may be executed in several counterparts, each of which may be deemed an original, and all such counterparts together shall constitute one and the same Lease Confirmation Certificate.

IN WITNESS WHEREOF, the parties have executed this Lease Confirmation Certificate as of the date first above written.

**LANDLORD:**

52<sup>nd</sup> Avenue Investments, LLC

\_\_\_\_\_  
By: Kevin Christianson  
Its: President

**TENANT:**

University of North Dakota on behalf of its  
School of Medicine & Health Sciences

  
\_\_\_\_\_  
By:  
Its: **Alice C. Breide**  
**Vice President for Finance & Operations**  
**University of North Dakota**