

LEASE NO. GS-08P-14691

On-Airport Lease
GSA FORM L201D (04/11)

This Lease is made and entered into between

City of Billings, Montana DBA Billings Logan International Airport

("the Lessor"), whose principal place of business is 1901 Terminal Circle, Room 216, Billings, MT 59105-1991 and whose interest in the Property described herein is that of Fee Owner, and

The United States of America

("the Government"), acting by and through the designated representative of the General Services Administration ("GSA"), upon the terms and conditions set forth herein.

Witnesseth: The parties hereto, for the consideration hereinafter mentioned, covenant and agree as follows:

The Lessor hereby leases to the Government the Premises described herein, being all or a portion of the Property located at

1901 TERMINAL CIRCLE, RM 200, 206 & Basement Space
BILLINGS, MT 59105-1989

and more fully described in Section 1 and Exhibit A, together with rights to the use of parking and other areas as set forth herein.

To Have and To Hold the said Premises with their appurtenances for the term beginning on June 1, 2012 upon acceptance of the Premises as required by this Lease and continuing for a period of

5 Years, and ending on May 31, 2017.

In Witness Whereof, the parties to this Lease evidence their agreement to all terms and conditions set forth herein by their signatures below, to be effective as of the date of delivery of the fully executed Lease to the Lessor.

FOR THE LESSOR:

[Redacted Signature]

Title: Mayor

Date: 6/25/12

FOR THE GOVERNMENT:

[Redacted Signature]

Title: Lease Contracting Officer

Date: 7-9-12

ATTESTED BY:

[Redacted Signature]

Title: City Clerk

Date: 6/25/12

SECTION 1 THE PREMISES, RENT, AND OTHER TERMS

1.01 THE PREMISES

The Premises are described as follows:

Office and Related Space: 2,485 rentable square feet (RSF), yielding 2,485 ANSI/BOMA Office Area (ABOA) square feet of office and related space (based upon a Common Area Factor of 1.0, located on the 2nd and Basement floor(s) of the Building, as depicted on the floor plan(s) attached hereto as Exhibit A.

1.02 EXPRESS APPURTENANT RIGHTS

- A. Parking. This Lease shall include rights of the Government to One restricted parking space located on the east side of the Building, as well as the use of the surface vehicle parking area, subject to all parking rules, regulations and rates in effect.
- B. Rooftop Antennas. This Lease shall include rights of the Government to use rooftop areas of the Building for the installation of antennae and related equipment, provided however, that no antennae or related equipment shall be installed without the prior written approval of the Lessor. Lessor reserves the right to approve the type, size, and location of any antennae or related equipment prior to installation, and said approval shall not be unreasonably withheld. Proposed antennae and related equipment shall not interfere with the operation of any of Lessor's equipment or equipment of the [REDACTED], or any other tenant.

1.03 RENT AND OTHER CONSIDERATION

A. The Government Shall pay the Lessor annual rent payable monthly in arrears at the following rates:

Date	Annual Amount	Annual Rent per RSF
Years 1 – 5		
Commencing June 1, 2012 through May 31, 2017		
Shell Rental Rate	\$98,157.48	\$39.50
Operating Costs	Included	Included
Full Service Rate	\$98,157.48	\$39.50

- B. If the Government occupies the Premises for less than a full calendar month, then rent shall be prorated based on the actual number of days of occupancy for that month.
- C. Rent shall be paid to the Lessor by electronic funds transfer in accordance with the provisions of the General Clauses. Rent shall be payable to the Payee designated in the Lessor's Central Contractor Registration.
- D. The Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:
 - 1. The leasehold interest in the Property described in "Paragraph 1.01 THE PREMISES" created herein;
 - 2. All costs, expenses and fees to perform the work required for acceptance of the Premises in accordance with this Lease, including all costs for labor, materials, and equipment, professional fees, contractor fees, attorney fees, permit fees, inspection fees, and similar such fees, and all related expenses;
 - 3. Performance or satisfaction of all other obligations set forth in this Lease; and
 - 4. All services, utilities, and maintenance required for the proper operation of the Property, the Building, and the Premises in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements, and improvements required to be made thereto to meet the requirements of this Lease.

1.04 TERMINATION RIGHTS (ON-AIRPORT APR 2011)

The Government reserves the right to terminate this Lease, in whole or in part, at any time during the term of this lease with thirty (30) days' written notice to the Lessor if (i) during the term the airport becomes de-federalized, (ii) regularly scheduled commercial air services cease, (iii) the airport opts to replace [REDACTED] screeners with private contractors, (iv) the checkpoint supported by the leased space is closed, or (v) Government reduces its presence at airport due to a reduction in deplanements. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination.

The Lessor reserves the right to terminate this Lease, in whole or in part, at any time during the term of this lease with thirty (30) days' written notice to the Government if the [REDACTED] ([REDACTED]) opts to vacate the premises prior to expiration of the term. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination.

1.05 DOCUMENTS INCORPORATED BY EXHIBIT

The following documents are attached and incorporated by reference, as though fully set forth herein:

DOCUMENT NAME	No. OF PAGES	EXHIBIT
Floor Plans	3	A
GSA Form 3517G, General Clauses	16	B
GSA Form 3518G, Representations and Certifications	4	C