

# US GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE

June 11, 2012

LEASE NO.

GS-08P-14699

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

MOUNTAIN STATES LEASING/DILLON

Whose address is P.O. BOX 3502  
BUTTE, MT 59702-3502

and whose interest in the property hereinafter described is that of **OWNER**<sup>1</sup>

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 26,506 rentable square feet /22,352 ANSI/BOMA Office Area square feet of office space, and 9,529 RSF/9,529 ABOA of warehouse space, and approximately 41,528 square feet of ware yard, located at 420 Barrett Street, Dillon, 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 162 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 October 1, 2012, and continuing through September 30, 2022, subject to termination and renewal rights as may be hereinafter set forth.

3. The Government shall pay the Lessor annual rent of \$ 801,401.00 at the rate of \$66,783.42 per month in arrears. Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

MOUNTAIN STATES LEASING/DILLON  
P.O. BOX 3502  
BUTTE, MT 59702-3502

4. Neither the Government nor the Lessor retains any termination rights under this lease.

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

LESSOR

[Redacted signature area]

*Managing Partner*  
\_\_\_\_\_  
(Title)

[Redacted signature area]

(Address)

Contracting Officer, General Services Administration

5. 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 No. OMT2075 dated September 16, 2011, as amended.
  - B. Build out in accordance with standards set forth in SFO No. OMT2075 dated September 16, 2011, as amended, and the Government's design intent drawings. Government space plans shall be developed subsequent to award. All tenant alterations are to be completed by the lease effective date identified under Paragraph 2 above. Lease term is intended to be effective on date of occupancy. A Supplemental Lease Agreement will be issued to set the effective and/or occupancy dates at the time of inspection and acceptance of the space. 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 OMT2075 dated September 16, 2011, and Amendment 1.
  - B. GSA Form 3517 entitled GENERAL CLAUSES
  - C. GSA Form 3518 entitled REPRESENTATIONS AND CERTIFICATIONS
  - D. Soil Survey Lab Requirements
  - E. [REDACTED] Telecommunications Wiring Requirements
  - F. [REDACTED] Telecommunications Wiring Requirements
  - G. Generator Sizing Requirements
  - H. Plans

7. In accordance with the SFO paragraph entitled *Tenant Improvement Rental Adjustment*, Tenant Improvements in the total amount of \$312,175.00 shall be amortized through the rent for 20 years at the rate of 8.0%.

8. In accordance with the SFO paragraph entitled *Percentage of Occupancy*, the percentage of Government occupancy is established as 100%.

9. In accordance with the SFO paragraph entitled *Operating Costs Base*, the escalation base is established as \$172,276.00 per annum

10. In accordance with the SFO paragraph entitled *Common Area Factor*, the common area factor for the office area is established as 11.0% and for the warehouse as 6.0%.

11. In accordance with the SFO paragraph entitled *Over Time Usage*, the adjustment is established as \$0.00/SF per hour.

12. In accordance with the SFO paragraph entitled *Over Time Usage*, the adjustment is established as \$0.00 per hour.

RE-USE ET-81

12-13	1	17-18	4
13-14	2	19	7
14-15	3	20	8
15-16	4	21	9
16-17	5	22	10

L1-81 AF), the common area factor [MT516]. The common area [5618].

Premises, the adjustment is for overtime usage

23	11	28	16
24	12	29	17
25	13	30	18
26	14	31	19
27	15	32	20

LESSOR UNITED STATES OF AMERICA

BY [Signature] BY [Signature]

(Initial) (Initial)