

LEASE NO. GS-08B-14671

Security Level 1 Acquisition Model (SLAM)
GSA FORM L201-S1 (02/2012)

INSTRUCTIONS TO OFFERORS: Fill in this form with the required information where appropriate, initial each page, sign on this page (type in name and title), and have a witness to your signature sign also. Upon selection for award, GSA will countersign the lease document.

This Lease is made and entered into between

Lessor's Name Yankton Sioux Tribe

("the Lessor"), whose principal place of business is [ADDRESS], 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

29775 South Main Street, P.O. Box 577, Wagner, SD 57380-7155

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.

LEASE TERM

To Have and To Hold the said Premises with their appurtenances for the term beginning upon acceptance of the Premises as required by this Lease and continuing for a period of 10 Years, 5 Years Firm, subject to termination and renewal rights as may be hereinafter set forth, to be used for such purposes as determined by GSA. The commencement date of this Lease, September 3, 2012, along with any applicable termination and renewal rights, shall more specifically be set forth in a Lease Amendment upon substantial completion and acceptance of the space by the Government.

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.

Rent and Other Considerations- Succeeding (April 2011) : In conjunction with paragraph 1.03 of GSA form L201-S1 (02/2012) The Government shall pay the Lessor annual rent of \$95,268.00 at the rate of \$7,938.00 per month in arrears. Rent for a lesser period shall be prorated. Rent checks shall be made payable to: Yankton Sioux Tribe, P.O. Box 248, Marty, South Dakota, 57361.

[Redacted Signature]

[Redacted Signature]

Title: Tribal Chairman

Michael A. Gawron

Lease Contracting Officer

Date: 8-27-12

Date: 8/27/2012

WITNESSED BY:

[Redacted Signature]

Name: Judy E. [unclear]
Title:

Date: 8-27-12

SECTION 1 THE PREMISES, RENT, AND OTHER TERMS

1.01 THE PREMISES (SIMPLIFIED) (AUG 2011)

The Premises are as described under Exhibit A, Proposal to Lease Space, GSA Form 1364A.

1.02 EXPRESS APPURTENANT RIGHTS (SIMPLIFIED) (SEPT 2011)

The Government shall have the non-exclusive right to the use of Appurtenant Areas, and shall have the right to post Government Rules and Regulations within such areas. The Government will coordinate with the Lessor to ensure signage is consistent with the Lessor's building standards. Appurtenant to the Premises and included with the Lease are rights to use the following:

- A. **Parking:** Parking shall be provided as described under Block 6 of Exhibit A, Proposal to Lease Space, GSA Form 1364A. In addition, the Lessor shall provide such additional parking spaces as required by the applicable code of the local government entity having jurisdiction over the Property.

1.03 RENTAL CONSIDERATION (SLAM) (SEP 2011)

The Government shall pay the Lessor annual rent as specified on Exhibit A, GSA Form 1364A and reconciled with actual ANSI BOMA Office Area (ABOA) delivered for occupancy and use by the Government. Payment shall be made monthly in arrears. Rent for a lesser period shall be prorated. Rent shall be paid by Electronic Funds Transfer to an account to be designated by Lessor. Unless a separate rate is specified on GSA Form 1364A, rights to parking areas will be deemed included in the rent. Rent shall not be adjusted for changes in taxes or operating costs

1.04 BROKER-COMMISSION AND COMMISSION CREDIT (SIMPLIFIED) (APR 2011)

[NBC2 Broker Name] ("Broker") is the authorized real estate broker representing GSA in connection with this lease transaction. The total amount of the Commission to the Broker is \$XX and is earned upon lease execution, payable according to the Commission Agreement signed between the two parties. Only a portion of the Commission will be payable to [NBC2 Broker Name] with the remaining portion, which is the "Commission Credit", to be credited to the initial rental payments due and owing under this Lease. Beginning with the first month's rent due, the reduction shall be taken in equal monthly amounts over the fewest number of months until the credit has been fully recaptured. The exact amount of the Commission Credit and the schedule for adjusted Monthly Rent payments will be determined following Lease Award and documented in a Lease Amendment

1.05 TERMINATION RIGHTS (SLAM) (SEP 2011)

The Government may terminate this Lease, in whole or in parts, effective after the firm term of this Lease by providing not less than 90 days' prior written notice to the Lessor. 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.

1.06 DOCUMENTS INCLUDED WITH LEASE (SLAM) (DEC 2011)

The following documents are included as part of the Lease:

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
Proposal to Lease Space (GSA Form 1364A) Exhibit A	2	A
Proposal Data Form (GSA Form 1364A1)	3	B
Agency Specific Requirements, Dated May 21, 2012	11	C
Additional Security Requirements	2	D
Representations and Certifications (GSA Form 3518A)	7	E
Floor Plan Delineating the Premises	1	F
Green Lease Clauses (mandatory) Exhibit B	12	G

1.07 PERCENTAGE OF OCCUPANCY (SLAM) (SEP 2011)

As of the Lease Award Date, the Government's Percentage of Occupancy, as defined in the Real Estate Tax Adjustment clause of this lease is _____ percent. No future adjustments will be made for tax fluctuations.

1.08 OPERATING COST BASE (SLAM) (AUG 2011)

The parties agree that for the purpose of applying the clause titled "Operating Costs Adjustment" that the Lessor's base rate for operating costs is \$49,568.00 per year. No future operating cost escalations are permitted (CPI adjustments).

SECTION 2 GENERAL TERMS, CONDITIONS AND STANDARDS

2.01 DEFINITIONS AND GENERAL TERMS (SLAM) (AUG 2011)

Unless otherwise specifically noted, all terms and conditions set forth in this Lease shall be interpreted by reference to the following definitions, standards, and formulas:

- A. **Appurtenant Areas.** Appurtenant Areas are defined as those areas and facilities on the Property that are not located within the Premises, but for which rights are expressly granted under this Lease, or for which rights to use are reasonably necessary or reasonably anticipated with respect to the Government's enjoyment of the Premises and Express Appurtenant Rights.
- B. **Broker.** If GSA awarded this Lease using a contract real estate broker, Broker shall refer to GSA's broker.
- C. **Commission Credit.** If GSA awarded this Lease using a Broker, and the Broker agreed to forego a percentage of its commission to which it is entitled in connection with the award of this Lease, the amount of this credit is referred to as the Commission Credit.
- D. **Common Area Factor.** The Common Area Factor is a conversion factor determined by the building owner and applied by the owner to the ANSI/BOMA Office Area square feet to determine the rentable square feet for the offered space.
- E. **Days.** All references to "day" or "days" in this Lease shall mean calendar days, unless specified otherwise.
- F. **FAR/GSAR.** All references to the FAR shall be understood to mean the Federal Acquisition Regulation, codified at 48 CFR Chapter 1. All references to the GSAR shall be understood to mean the GSA supplement to the FAR, codified at 48 CFR Chapter 6.
- G. **Firm Term/Non-Firm Term.** The Firm Term is that part of the Lease term that is not subject to termination rights. The Non-Firm Term is that part of the Lease term following the end of the Firm Term.
- H. **Lease Term Commencement Date.** The Lease Term Commencement Date means the date on which the lease term commences.
- I. **Lease Award Date.** The Lease Award Date means the date that the Lease is executed by the LCO (Lease Contracting Officer) (and on which the parties' obligations under the Lease begin).
- J. **The Premises.** The Premises are defined as the total Office Area or other type of Space, together with all associated Common Areas, described in Section 1 of this Lease, and delineated by plan in the attached Exhibit. Parking and other areas to which the Government has rights under this Lease are not included in the Premises.
- K. **The Property and the Building.** The Property is defined as the land and buildings in which the Premises are located, including all appurtenant areas (e.g., parking areas to which the Government is granted rights). The building(s) situated on the Property in which the Premises are located shall be referred to herein as "the Building(s)."
- L. **Rentable Square Feet.** Rentable space is the area for which a tenant is charged rent. It is determined by the building owner and may vary by city or by building within the same city. The rentable space may include a share of building support/common areas such as elevator lobbies, building corridors, and floor service areas. Floor service areas typically include restrooms, janitor rooms, telephone closets, electrical closets, and mechanical rooms. The rentable space does not include vertical building penetrations and their enclosing walls, such as stairs, elevator shafts, and vertical ducts.
- M. **The Space.** The Space shall refer to that part of the Premises to which the Government has exclusive use, such as Office Area, or other type of Space. Parking areas to which the Government has rights under this Lease are not included in the Space.
- N. **Standard for Measuring Office Area and Other Space.** For the purposes of this Lease, Space shall be measured in accordance with the standard provided by American National Standards Institute/Building Owners and Managers Association (ANSI/BOMA) for Office Area. ANSI/BOMA Z65.1-1988 shall be used. References to ABOA mean ANSI/BOMA Office Area.
- O. **Working days.** Working days shall mean weekdays, excluding Saturdays and Sundays and Federal holidays.

2.02 AUTHORIZED REPRESENTATIVES (AUG 2011)

The signatories to this Lease shall have full authority to bind their respective principles with regard to all matters relating to this Lease. No other persons shall be understood to have any authority to bind their respective principles to the extent that such authority is transferred by succession of interest. The Government shall have the right to substitute its LCO.