

STANDARD FORM 2
FEBRUARY 1965
EDITION
GENERAL SERVICES
ADMINISTRATION

US GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE

August 1, 2012

LEASE NO.

GS-08P-14629

THIS LEASE, made and entered into this date by and between STEVEN R PIERSON

Whose address is



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 22,170 rentable square feet (RSF) of office and related space, which yields 20,856 ANSI/BOMA Office Area square feet (USF) of space at 1335 Main Street, Lander Wyoming 82520-2654 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 122 parking spaces for exclusive use of Government employees and patrons as well the use of the 80,000 square foot warehouse.

2. TO HAVE AND TO HOLD the said premises for ten (10) years with eight (8) years firm, for the term beginning on August 1, 2012 and continuing through July 31, 2022, subject to termination and renewal rights as may be hereinafter set forth.

3. The Government shall pay the Lessor annual rent of \$354,720.00 (\$16.00/RSF - \$17.01/USF) at the rate of \$29,560.00 per month in arrears for years 1 -10.

FIRM TERM RENT

<u>Years 1 - 8</u>	<u>Annual Rent</u>	<u>Monthly Rent</u>
Shell Rent	\$ 265,651.20	\$22,137.60
Taxes	\$ 23,889.00	\$ 1,990.75
OPEX	\$ 65,179.80	\$ 5,431.65
	<u>\$ 354,720.00</u>	<u>\$29,560.00</u>

NON FIRM TERM RENT

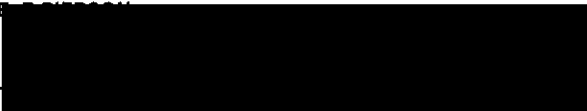
<u>Years 9 - 10</u>	<u>Annual Rent</u>	<u>Monthly Rent</u>
Shell Rent	\$ 265,651.20	\$ 22,137.60
Taxes	\$ 23,889.00	\$ 1,990.75
OPEX	\$ 65,179.80	\$ 5,431.65
	<u>\$ 354,720.00</u>	<u>\$ 29,560.00</u>

4. The tenant improvements will not be finished until after the lease commencement date. Payment of the tenant improvements will begin at the completion and acceptance of the improvements. The tenant improvements will be amortized through the remainder of the firm term. The tenant improvements have been negotiated to total \$181,378.00. The amortization rate has been negotiated at 3.5%. An SLA will be executed at the completion of the tenant improvements to initiate the payment.

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

LESSOR

STEVEN R PIERSON



BY

P.O.A.
(Title)

IN PRESENCE OF

(Address)

Contracting Officer, General Services Administration
(Official Title)

Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

STEVEN R. PIERSON


5. The Government may terminate this lease [in whole or in part] at any time on or after July 31, 2020 by giving at least ninety (90) 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.

6. 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 0WY2008 .
 - B. Build out in accordance with standards set forth in SFO 0WY2008
 - C. Deviations will not be permitted unless prior written authorization is obtained from the GSA Contracting Officer

7. The following are attached and made a part hereof:
- A. Solicitation for Offers 0WY2008 dated 6/27/2011
 - B. GSA Form 3517 entitled GENERAL CLAUSES (Rev. [11/05])
 - C. GSA Form 3518 entitled REPRESENTATIONS AND CERTIFICATIONS (Rev. [1/07])
 - D. Attachment "A" Floor Plan

8. Pursuant to Paragraph 4.2, Tax Adjustment, " for purposes of tax escalation, the Government's share of the Base Year Tax is established at \$23,889.00.


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

10. In accordance with the SFO paragraph entitled *Operating Costs Base*, the escalation base is established as \$2.94RSF (\$65,179.80/annum).

11. In accordance with the SFO paragraph entitled *Common Area Factor*, the common area factor is established as 1.063 (22,170 RSF/20,856 USF).

12. The following items will be completed to make the facility comply with GSA's ABAAS Requirements. The cost of these items is a Lessor cost.

Modifications to Restroom with has the following costs

- Jambs
 - Doors
 - Demo
 - Install jambs and doors
 - Patch walls
 - Paint
 - Shower curtain & rod
- TOTAL  \$2,460

Modifications to Restroom which has the following costs:

- Remove sidewalk and asphalt as shown on demolition plan.
- Replace sidewalk and accessibility ramps to meet code.
- Replace asphalt in handicapped parking area to meet code.
Additional cost at parking lot \$7,760

LESSOR

UNITED STATES OF AMERICA

BY CP

(Initial)

BY ajm

(Initial)