

GSA LEASE NO. LWY14734

1. This Lease is made and entered into between

Andrew S. Pappas Living Trust ("Lessor"), whose principal place of business address is:

**203 West 8th Avenue
Cheyenne, WY 82001-1359**

Whose interest in the property described herein is that of Fee Owner, and

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

2. 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:

**2617 East Lincolnway, Sulte F
Cheyenne, WY 82001-5660**

3. Approximately **2,194 ANSI/BOMA office area square feet / 2,311 rentable square feet** of office and related space, together with rights to the use of **8 surface parking spaces**, public parking, an area where a tractor trailer can be temporarily parked is required within $\frac{1}{4}$ of a mile, and other appurtenant areas as set forth herein, shall be used for such purposes as determined by GSA.
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4. To Have and To Hold the said premises with its appurtenances for the term of **10 Years, 5 Years Firm** commencing approximately **October 10, 2013**, and continuing through **October 9, 2023**, subject to termination and renewal rights as may be hereinafter set forth. The lease term shall commence upon acceptance of the space by the Government. Actual term dates shall be set via Lease Amendment at the time of occupancy.
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5. The Government may terminate this Lease, in whole or in part, 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. The Government must provide termination notice no later than 120 days after the last day of the Firm Term.

6. Rental Schedule*

Year	Shell Rent (less Taxes)	TI	Taxes*	Operating Rent	Annual Rent
1	\$25,764.53	\$21,173.44	\$1,592.96	\$10,538.07	\$59,069.00
2	\$25,764.53	\$21,173.44	\$1,592.96	\$10,538.07	\$59,069.00
3	\$25,764.53	\$21,173.44	\$1,592.96	\$10,538.07	\$59,069.00
4	\$25,764.53	\$21,173.44	\$1,592.96	\$10,538.07	\$59,069.00
5	\$25,764.53	\$21,173.44	\$1,592.96	\$10,538.07	\$59,069.00
6	\$29,466.88		\$1,592.96	\$10,538.07	\$41,597.91
7	\$29,466.88		\$1,592.96	\$10,538.07	\$41,597.91
8	\$29,466.88		\$1,592.96	\$10,538.07	\$41,597.91
9	\$29,466.88		\$1,592.96	\$10,538.07	\$41,597.91
10	\$29,466.88		\$1,592.96	\$10,538.07	\$41,597.91

*Base rates are indicated for illustrative/evaluation purposes only

* CAF will be used to convert from RSF to USF

* Annual escalation will be applied to operating costs and taxes per Lease/RLP paragraphs

* Taxes are estimated based upon the current tax bill. This number will be adjusted when the first full year's assessment is completed. The Shell rental will be adjusted to maintain the established annual rent.

7. In accordance with RLP Paragraph 5.01, *Tenant Improvement Requirements* and Lease Exhibit B, the amount not to exceed \$91,267.33 shall be amortized at 6.0% over the 5-year firm term for construction of all tenant improvement items noted in the Lease and the Agency Standard Requirements (ASR's). Any Tenant Improvement costs above this amount shall be reimbursed by Lease Amendment to the Lessor.

8. In accordance with lease Paragraph 1.08, *Percentage of Occupancy for Tax Adjustment*, the percentage of Government occupancy is established as 8.53% (2,311 RSF / 27,086 RSF).

9. In accordance with Lease Paragraph 1.09, *Operating Cost Base*, the escalation base is established as \$10,538.07.

10. In accordance with Lease Paragraph 2.07, *Real Estate Tax Adjustment*, the estimated base tax adjustment amount is established as \$18,674.78, as noted in the current tax bill (attached). The tax base will be adjusted based upon the first full year's assessment. The total shell rental will not increase when the actual assessment is provided.

11. In accordance with Lease Paragraph 2.08, *Adjustment for Vacant Premises*, the rate for vacant premises adjustment is established as \$1.50/RSF.

12. The common area factor for the Government-leased space is established as 1.053327% (2,311 RSF/2,194 ABOA SF).

13. In accordance with Lease Paragraph 6.06, *Overtime Utilities*, the rate for overtime utilities is established as \$8.00/RSF for the entire Government-lease space.

14. 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 area]

[Redacted signature area]

Title: TRUSTEE

Lease Contracting Officer

Entity Name: LINCOLNWAY OFFICE BUILDING General Services Administration, Public Buildings Service

Date: 6.13.13

Date: 6/20/13

[Redacted signature area]

Title:

Date: 6.13.13

The information collection requirements contained in this Solicitation/Contract, that are not required by the regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

Initial: [Signature] & JBP
Gov't Lessor