

LEASE NO. GS-08P-14999

1. This Lease is made and entered into between

Collins, Mary Kathleen Trustee

(Lessor), whose principal place of business is:

**1053 E Sandpiper Drive
Tempe, AZ 85283-2020**

and whose interest in the Property described herein is that of Sole Proprietor, 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.

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

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


**Collins Building
125 Sunflower Street
Lander, WY 82520-9484**

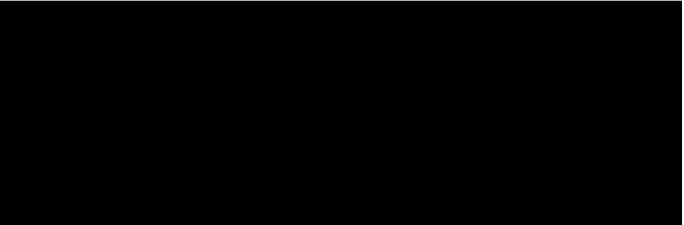
and more fully described in Section 1 and Exhibits, together with rights to the use of parking and other areas as set forth herein, to be used for such purposes as determined by GSA.

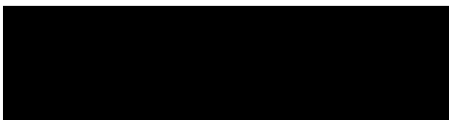
2. To Have and To Hold the said Premises with its appurtenances for the term beginning either upon **January 31, 2015**, and continuing for a period of **10 Years, 8 Years Firm**

subject to termination and renewal rights as may be hereinafter set forth. The commencement date of this Lease, along with any applicable termination and renewal rights, shall be more specifically set forth in a Lease Amendment upon substantial completion and acceptance of the Space by the Government.


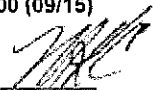
In Witness Whereof, the parties to this Lease evidence their agreement to all terms and conditions set forth herein by their signatures below, to be effective as of the date of delivery of the fully executed Lease to the Lessor.

FO 
Name: _____
Title: Trustee
Entity Name: Mary Kathleen Collins, Trust
Date: 2/23/16


General Services Administration, Public Buildings Service
Date: 2/23/16


Name: Jamie Donovan
Title: Assistant
Date: 2/23/16

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.

Government:  Lessor: 

SECTION 1 THE PREMISES, RENT, AND OTHER TERMS

1.01 THE PREMISES (SEP 2015)

The Premises are described as follows:

A. Office and Related Space: 4220 rentable square feet (RSF), yielding 3521 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on the 1st floor(s) of the Building, as depicted on the floor plan(s) attached hereto as an Exhibit.

1. FOR THE PURPOSES OF THIS LEASE, THE SPACE WILL BE ACCEPTED IN AN "AS IS" CONDITION.

B. Common Area Factor: The Common Area Factor (CAF) is established as 19.8522 percent. This factor, which represents the conversion from ABOA to rentable square feet, rounded to the nearest whole percentage, shall be used for purposes of rental adjustments in accordance with the Payment Clause of the General Clauses.

C. Unless otherwise noted, the Government accepts the Premises and tenant improvements in their existing condition, except where specifications or standards are contained elsewhere in this Lease. These standards include security improvements, Fire Protection and Life Safety requirements, ABAAS compliance, as well as compliance with all local codes and ordinances. Such acceptance by the Government of existing Premises shall not relieve Lessor of continuing obligations for cleaning, janitorial, maintenance, repair, etc. as set forth in the Lease paragraphs and attached General Clauses.

1.02 EXPRESS APPURTENANT RIGHTS (SEP 2013)

The Government shall have the non-exclusive right to the use of Appurtenant Areas, and shall have the right to post Rules and Regulations Governing Conduct on Federal Property, Title 41, CFR, Part 102-74, Subpart C within such areas. The Government will coordinate with Lessor to ensure signage is consistent with Lessor's standards. Appurtenant to the Premises and included in the Lease are rights to use the following:

A. Parking: 1 parking spaces as depicted on the plan attached hereto as an Exhibit, reserved for the exclusive use of the Government, of which 1 shall be surface/outside parking spaces. 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.

B. Antennas, Satellite Dishes, and Related Transmission Devices: (1) Space located on the ground or roof parapet of the Building sufficient in size for the installation and placement of telecommunications equipment, (2) the right to access the installation area of the Building, (3) use of all Building areas (e.g., chases, plenums, etc.) necessary for the use, operation, and maintenance of such telecommunications equipment at all times during the term of this Lease, and (4) use of existing conduit, roof penetrations, and/or building envelope openings shall be used to route associated wiring.

1.03 RENT AND OTHER CONSIDERATION (SEP 2015)

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

	FIRM TERM	NON FIRM TERM
	ANNUAL RENT	ANNUAL RENT
SHELL RENT ¹	\$65,515.50	\$70,157.50
TENANT IMPROVEMENTS RENT ²	\$0	\$0
OPERATING COSTS ³	\$ 21,522.00	\$29,540.00
REAL ESTATE TAXES ⁴	\$1,582.50	\$1,582.50
PARKING ⁵	\$ 0	\$0
TOTAL ANNUAL RENT	\$88,620.00	\$101,280.00

¹Shell rent calculation:

(Firm Term) \$15.90 per RSF multiplied by 4220 RSF
 (Non-Firm Term) \$17.00 per RSF multiplied by 4220 RSF

³Operating Costs rent calculation: (Firm Term) \$5.10 per RSF multiplied by 4220 RSF, (Non-firm Term) \$7.00 per RSF multiplied by 4220 RSF

⁴Real Estate Taxes are separated from shell rent here for illustration purposes only. Taxes are paid upon the percentage of Government occupancy at a rate of \$0.375 per RSF.

⁵Parking costs, if any, are included in the shell rent.

B. In instances where the Lessor amortizes either the TI or BSAC for a period exceeding the Firm Term of the Lease, should the Government terminate the Lease after the Firm Term or does not otherwise renew or extend the term beyond the Firm Term, the Government shall not be liable for any costs, including unamortized costs beyond the Firm Term.

C. INTENTIONALLY DELETED

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Government:  Lessor: 

D. Rent is subject to adjustment based upon the final Tenant Improvement (TI) cost to be amortized in the rental rate, as agreed upon by the parties subsequent to the Lease Award Date.

E. INTENTIONALLY DELETED

F. 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.

G. Rent shall be paid to Lessor by electronic funds transfer in accordance with the provisions of the General Clauses. Rent shall be payable to the Payee designated by the Lessor in the System for Award Management (SAM). If the payee is different from the Lessor, both payee and Lessor must be registered and active in SAM.

H. 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 the paragraph entitled "The Premises."
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 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.
4. AS-BUILT DRAWINGS (JUN 2012). Not later than 120 days after the award of the Space, the Lessor, at Lessor's expense, shall furnish to the Government a complete set of Computer Aided Design (CAD) files of as-built floor plans showing the Space under Lease, as well as corridors, stairways, and core areas. The plans shall have been generated by a CAD program which is compatible with the latest release of AutoCAD. The required file extension is ".DWG." Clean and purged files shall be submitted on CD-ROM. They shall be labeled with Building name, address, list of drawing(s), date of the drawing(s), and Lessor's architect and architect's phone number. The Lessor's operator shall demonstrate the submission on GSA equipment, if requested by the LCO.

I. INTENTIONALLY DELETED

J. INTENTIONALLY DELETED

1.04 BROKER COMMISSION AND COMMISSION CREDIT (SEP 2015)

INTENTIONALLY DELETED

1.05 TERMINATION RIGHTS (AUG 2011)

The Government may terminate this Lease, in whole or in part, at any time effective after the Firm Term of this Lease, by providing not less than 120 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 RENEWAL RIGHTS (SEP 2013)

INTENTIONALLY DELETED

Government:  Lessor: 

1.07 DOCUMENTS INCORPORATED IN THE LEASE (SEP 2015)

The following documents are attached to and made part of the Lease:

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
**FLOOR PLAN(S)		1
**SITE PLAN(S)		2
GSA FORM 3517B GENERAL CLAUSES		3
GSA FORM 3518-SAM, ADDENDUM TO SYSTEM FOR AWARD MANAGEMENT (SAM) REPRESENTATIONS AND CERTIFICATIONS (ACQUISITIONS OF LEASEHOLD INTERESTS IN REAL PROPERTY)		4
JANITORIAL SCHEDULE		5
**PLANS WILL BE SUPERSEDED BY CAD DRAWINGS, WHEN PROVIDED		

1.08 TENANT IMPROVEMENT RENTAL ADJUSTMENT (SEP 2015)

INTENTIONALLY DELETED

1.09 TENANT IMPROVEMENT FEE SCHEDULE (JUN 2012)

INTENTIONALLY DELETED

1.10 BUILDING SPECIFIC AMORTIZED CAPITAL (SEP 2012)

INTENTIONALLY DELETED

1.11 BUILDING SPECIFIC AMORTIZED CAPITAL RENTAL ADJUSTMENT (SEP 2013)

INTENTIONALLY DELETED

1.12 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT (JUN 2012)

As of the Lease Award Date, the Government's Percentage of Occupancy, as defined in the "Real Estate Tax Adjustment" paragraph of this Lease is **27.41** percent. The Percentage of Occupancy is derived by dividing the total Government Space of **4,220** RSF by the total Building space of **15,398** RSF.

1.13 REAL ESTATE TAX BASE (SEP 2013)

The Real Estate Tax Base, as defined in the "Real Estate Tax Adjustment" paragraph of the Lease is **\$1,582.50**. (\$5,779.58 total annual taxes paid / 15,398 rsf total building = \$0.375 rsf X 4,220 rsf Government space leased)Tax adjustments shall not occur until the tax year following lease commencement has passed.

1.14 OPERATING COST BASE (SEP 2013)

The parties agree, for the purpose of applying the paragraph titled "Operating Costs Adjustment," that the Lessor's base rate for operating costs for the firm term shall be **\$5.10** per RSF (**\$21,522.00/annum**). The Lessor's base rate for operating costs for the non-firm term shall be **\$7.00** per RSF (**\$29,540.00/annum**).

1.15 RATE FOR ADJUSTMENT FOR VACANT LEASED PREMISES (SEP 2013)

INTENTIONALLY DELETED

1.16 HOURLY OVERTIME HVAC RATES (AUG 2011)

INTENTIONALLY DELETED

1.17 24-HOUR HVAC REQUIREMENT (SEP 2014)

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1.18 **BUILDING IMPROVEMENTS (SEP 2012)**

INTENTIONALLY DELETED

1.19 **HUBZONE SMALL BUSINESS CONCERNS ADDITIONAL PERFORMANCE REQUIREMENTS (MAR 2012)**

Intentionally Deleted

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GSA FORM L100 (09/15)

Government 

Lessor: 