

LEASE NO. GS-08P-LMT14936

Succeeding/Superseding Lease
GSA FORM L202 (May 2015)

INSTRUCTIONS TO OFFERORS: Do not attempt to complete this lease form (GSA Lease Form L202). Upon selection for award, GSA will transcribe the successful Offeror's final offered rent and other price data included on the lease proposal form (GSA Lease Proposal Form 1304-S, hereinafter Lease Proposal Form) into a Lease Form, and transmit the completed Lease Form, together with appropriate attachments, to the successful Offeror for execution.

This Lease is made and entered into between

Lessor's Name

(Lessor), whose principal place of business is and 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.

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

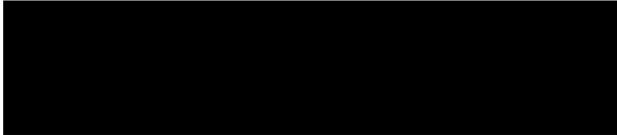
BIA Office Building, Fort Peck Agency, 500 Medicine Bear Road, P.O. Box 1027, Poplar, MT 59255-1027

and more fully described in Section 1 and Exhibit F, 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.

LEASE TERM

To Have and To Hold the said Premises with its 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. The commencement date of this Lease shall be January 4, 2015, and continuing through January 3, 2025 (total Term) with the government having termination rights after January 3, 2019 (Firm Term) upon 90 Days written notice to the lessor. These applicable termination and renewal rights, shall be more specifically be set forth in Section 1, Paragraph 1.05 of this lease document.

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 the following signature of the Lessor.



Title: Chairman

Lease Contracting Officer

Date: January 15, 2016

General Services Administration, Public Buildings Service

Date: January 15, 2016

WITNESSED FOR THE LESSOR BY:

Name: Jackie Weeks

Title: Tribal Operations Officer

Date: January 15, 2016

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.

RESOLUTION #28-300-2016-01

**TRIBAL GOVERNMENT
Administrative**

WHEREAS, the Fort Peck Tribal Executive Board is the duly elected body representing the Assiniboine and Sioux Tribes of the Fort Peck Reservation and is empowered to act on behalf of the Tribes. All actions shall be adherent to provisions set forth in the 1960 Constitution and By-Laws, and

WHEREAS, Resolution #28-71-2015-11 authorize submission of a lease proposal to GSA for use of the [REDACTED], and

WHEREAS, the lease proposal offered 10,731 square feet of office space at \$16.54 per square feet, \$14,794.58 per month, for total of amount of \$177,536.50 per year, and

WHEREAS, GSA sent approved the lease proposal and sent GSA Form L202, Lease Terms, which, upon acceptance , is for a period 10 Years, 5 Years Firm, subject to termination and renewal rights as may set forth in the lease for a period commencing January 4, 2015 and continuing through January 3, 2025, and

WHEREAS, the lease 10,721 square feet to GSA at the following cost: \$11.50 per square feet for shell cost, and \$5.04 per square feet for operation and maintenance or \$16.54 per square feet at a, now

THEREFORE BE IT RESOLVED, that the Fort Peck Tribal Executive Board hereby approve Lease No. GS-08PLMT14936 and authorize Chairman Floyd G. Azure to sign the lease documents.

CERTIFICATION

I, the undersigned Secretary/Accountant of the Tribal Executive Board of the Assiniboine and Sioux Tribes of the Fort Peck Indian Reservation, hereby certify that the Tribal Executive Board is composed of 12 voting members of whom 12 constituting a quorum were present at a Regular meeting duly convened this 25th day of January, 2016 , and the [REDACTED] duly adopted at such meeting by the affirmative vote of 12 for [REDACTED]

APPROVED:

[REDACTED]

SECTION 1 THE PREMISES, RENT, AND OTHER TERMS

1.01 THE PREMISES (SUCCEEDING) (SEP 2013)

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.

The Premises are described as follows:

- A. Office and Related Space: 10,731 rentable square feet (RSF), yielding 10,731 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on the first floor(s) and known as Suite(s) N/A, of the Building, as depicted on the floor plan(s) attached hereto as Exhibit F.
- B. Common Area Factor: The Common Area Factor (CAF) is established as 1.0 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.

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: 0 parking spaces as depicted on the plan attached hereto as Exhibit G, reserved for the exclusive use of the Government, of which 0 shall be structured/inside parking spaces, and 0 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 roof of the Building sufficient in size for the installation and placement of telecommunications equipment, (2) the right to access the roof of the Building, and (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.

1.03 RENT AND OTHER CONSIDERATIONS (APR 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	\$123,406.50	\$123,406.50
TENANT IMPROVEMENTS RENT ²	\$0.00	\$0.00
OPERATING COSTS ³	\$54,129.00	\$54,129.00
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) ⁴	\$0.00	\$0.00
PARKING ⁵	\$0.00	\$0.00
TOTAL ANNUAL RENT	\$177,535.50	\$177,535.50

¹Shell rent calculation:
 (Firm Term) \$11.50 per RSF multiplied by 10,731 RSF
 (Non Firm Term) \$11.50 per RSF multiplied by 10,731 RSF
²The Tenant Improvement Allowance of \$0.00 is amortized at a rate of 0 percent per annum over 0 years
³Operating Costs rent calculation. \$5.04 per RSF multiplied by 55.04 RSF
⁴Building Specific Amortized Capital (BSAC) of \$0.00 are amortized at a rate of 50.00 percent per annum over 50.00 years.
⁵Parking costs described under sub-paragraph H below

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.

- B. Rent is subject to adjustment based upon a mutual on-site measurement of the Space upon acceptance, not to exceed 10,427 ABOA SF based upon the methodology outlined under the "Payment" clause of GSA Form 3517.

C 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

D Rent is subject to adjustment based on the final Building Specific Amortized Capital (BSAC) cost to be amortized in the rental rate, as agreed upon by the parties subsequent to the Lease Award Date

E 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

F 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 in SAM.

G 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.

H Parking shall be provided at a rate of \$0.00 per parking space per month (surface/outside)

1.04 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 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.

1.05 RENEWAL RIGHTS (SEP 2013)

This Lease may be renewed at the option of the Government for a term of N/A YEARS at the following rental rate(s)

	OPTION TERM, YEARS	
	ANNUAL RENT	ANNUAL RATE / RSF
SHELL RENTAL RATE	N/A	N/A
OPERATING COSTS	OPERATING COST BASIS SHALL CONTINUE FROM THE EFFECTIVE YEAR OF THE LEASE. OPTION TERM IS SUBJECT TO CONTINUING ANNUAL ADJUSTMENTS.	

provided notice is given to the Lessor at least N/A days before the end of the original Lease term, all other terms and conditions of this Lease, as same may have been amended, shall remain in full force and effect during any renewal term.

1.06 DOCUMENTS INCORPORATED IN THE LEASE (APR 2015)

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

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
GSA FORM 1384D	6	A
GSA FORM 3517B GENERAL CLAUSES	46	B
GSA FORM 3518-SAM, ADDENDUM TO SYSTEM FOR AWARD MANAGEMENT (SAM) REPRESENTATIONS AND CERTIFICATIONS (ACQUISITIONS OF LEASEHOLD INTERESTS IN REAL PROPERTY)	14	C
SECURITY REQUIREMENTS	7	D
SECURITY UNIT PRICE LIST	2	E
FLOOR PLAN(S)	1	F
PARKING PLAN(S)	N/A	N/A
SMALL BUSINESS SUBCONTRACTING PLAN		N/A
SEISMIC FORM C, BUILDING RETROFIT OR NEW CONSTRUCTION PRE-AWARD COMMITMENT		N/A
LEASE AMENDMENT(S) ISSUED UNDER RLP AMENDMENT No	1	

1.07 TENANT IMPROVEMENT RENTAL ADJUSTMENT (SUCCEEDING) (SEP 2013)

The Government may elect to make lump sum payments for any or all work covered by the Tenant Improvement (TI) scope. That portion of the rental payments attributable to amortization of the TIs shall be reduced accordingly. At any time after occupancy and during the firm term of the Lease, the Government, at its sole discretion, may elect to pay lump sum for any part or all of the remaining unpaid amortized balance of the TIs. If the Government elects to make a lump sum payment for the TIs after occupancy, the payment by the Government will result in a decrease in the rent according to the amortization rate over the remaining Firm Term of the Lease.

1.08 BUILDING SPECIFIC AMORTIZED CAPITAL (SEP 2012)

For purposes of this Lease, the Building Specific Amortized Capital (BSAC) is \$ 0.00 per ABQA SF. The Lessor will make the total BSAC amount available to the Government, which will use the funds for security related improvements. This amount is amortized in the rent over the Firm Term of this lease at an annual interest rate of _____ percent.

1.09 BUILDING SPECIFIC AMORTIZED CAPITAL RENTAL ADJUSTMENT (SEP 2013)

A. The Government, at its sole discretion, shall make all decisions about the use of the Building Specific Amortized Capital (BSAC). The Government may use all or part of the BSAC. The Government may return to the Lessor any unused portion of the BSAC in exchange for a decrease in rent (where applicable) according to the agreed-upon amortization rate over the Firm Term.

B. The Government may elect to make lump-sum payments for any work covered by the BSAC. The part of the BSAC amortized in the rent shall be reduced accordingly. At any time after occupancy and during the Firm Term of the Lease, the Government, at its sole discretion, may elect to pay a lump sum for any part or all of the remaining unpaid amortized balance of the BSAC. If the Government elects to make a lump-sum payment for the BSAC after occupancy, the payment of the BSAC by the Government will result in a decrease in the rent according to the amortization rate over the Firm Term of the Lease.

C. If it is anticipated that the Government will spend more than the BSAC identified above, the Government may elect to:

1. Reduce the security countermeasure requirements.
2. Pay a lump sum for the amount overage upon substantial completion in accordance with the "Acceptance of Space and Certificate of Occupancy" paragraph, or
3. Negotiate an increase in the rent.

1.10 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 shall be \$ 5.84 per RSF (\$ 54,129.00 /annum)

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

In accordance with the paragraph entitled "Adjustment for Vacant Premises" if the Government fails to occupy or vacates the entire or any portion of the Premises prior to expiration of the term of the Lease, the operating costs paid by the Government as part of the rent shall be reduced by \$ 2.60 per ABQA SF of Space vacated by the Government.

