

This Lease is made and entered into between

**Lower Brule Sioux Tribe**

("the Lessor"), whose principal place of business is 187 Oyate Circle, Lower Brule, SD 57548-8500 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:

**1. PREMISES:** The Lessor hereby leases to the Government the Premises described herein, being all or a portion of the Property located at

187 Oyate Circle  
Room Numbers 23B, 122, 123, 124, 125, 126, 127, 116, 117, 110, 117A, 024  
Lower Brule, SD 57548-8500

**TOTAL:** 4,798 BOMA/ANSI Rentable Square Foot 4,172 BOMA/ANSI BOMA Usable Square Foot  
and more fully described in Section 1 entitled "The LEASE" and Exhibit A entitled GSA Form 1364A together with rights to the use of parking and other areas as set forth herein.

**A. THE PREMISES—Succeeding Lease "AS IS" Acceptance (APR 2011)**

Unless otherwise noted, the Government accepts the leased premises and tenant improvements in their current existing condition, with the following exceptions further outlined more thoroughly in this solicitation. These exceptions include, but are not limited to, security improvements, National Fire Protection Association (NFPA) requirements, ABAAS compliance, as well as compliance with all local codes and ordinances. The Lessor shall be responsible for continuing obligations for cleaning, janitorial, maintenance, repair, etc. as set in the below SFO paragraphs and attached General Clauses.

**B. EXPRESS APPURTENANT RIGHTS (APR 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 standards. Appurtenant to the Premises and included with the Lease are rights to use the following:

1. **Parking:** 20 parking spaces reserved for the exclusive use of the Government, 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.
2. **Antennae, Satellite Dishes and Related Transmission Devices:** Space located on the roof of the Building sufficient in size for the installation and placement of the telecommunications equipment as such may be described herein, together with the right to access the roof and use of, all building areas (e.g., chases, plenums) necessary for the use, operation and maintenance of such equipment at all times during the term of this Lease.

**2. 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 December 19, 2011 and continuing through December 18, 2021 inclusive, with an option to an additional 5 year term subject to termination and renewal rights as may be hereinafter set forth. The Government may terminate this lease in whole or in part at any time on or after December 18, 2016, by giving at least 90 days notice in writing to the Lessor. No rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

Total lease term may be described as 10 years total term, with 5 Year(s) Firm term, and an option for an additional 5 years.

subject to termination and renewal rights as may be hereinafter set forth, to be used for such purposes as determined by the General Services Administration.

**3. Rent and Other Considerations - Succeeding (April 2011):** The Government shall pay the Lessor annual rent of \$62,580.00 at the rate of \$5,215.00 per month in arrears. Rent for a lesser period shall be prorated. Rent checks shall be made payable to: Lower Brule Sioux Tribe, 187 Oyate Circle, Lower Brule, South Dakota, 57548-8300

**A. RENTAL SCHEDULE:** The Government shall pay the Lessor annual rent payable monthly in arrears at the following rates according to the following schedule:

	LEASE YEAR 1 - 10, OTHER YEARS 1-10	
	ANNUAL RENT	ANNUAL RATE AN/B/D/M/A/USF
Shall Rental Rate	\$ 31,200.00	\$ 7.60
Tenant Improvements Rental Rate*	\$ 0.00	\$ 0.00
Operating Costs	\$ 31,290.00	\$ 7.60
Building Specific Security Costs	\$ 0.00	\$ 0.00
<b>FULL SERVICE RATE</b>	<b>\$62,680.00</b>	<b>\$15.00/USF</b>

**B.** 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.

**C.** Rent shall be paid to the Lessor by electronic funds transfer in accordance with the provisions of the General Clauses. Rent shall be payable to the Payee designated in the Lessor's Central Contractor Registration.

**D.** The Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:

- a. The leasehold interest in the Property described in Paragraph 1.01, "The Premises," created herein.
- b. 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.
- c. Performance or satisfaction of all other obligations set forth in this Lease.
- d. 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.
- e. All services, utilities (with the exclusion of \_\_\_\_\_), maintenance required for the proper operation of the Property, the Building, and the Leased 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. The Government shall be responsible for paying the cost of \_\_\_\_\_ directly to the utility provider. The Lessor shall ensure that such utilities are separately metered. The Lessor shall provide and install as part of shall rent, separate meters for utilities. Sub-meters are not acceptable. The Lessor shall furnish in writing to the Contracting Officer, prior to occupancy by the Government, a record of the meter numbers and verification that the meters measure Government usage only. Prorated is not permissible. In addition, an automatic control system shall be provided to assure compliance with heating and air conditioning requirements.

**E.** Parking shall be provided at a rate of \$0.00 per parking space per month (Structure), and \$0.00 per parking space per month (Surface).

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]

Name: Boyd GOURNENAU  
 Title: Vice Chairman - LBST  
 Date: 11-21-11

[Redacted Signature]

Name: Michael A. Gavelle  
 Title: Lease Contracting Officer  
 Date: 11/21/2011

WITNESSED BY:

[Redacted Signature]

Name: Infrastructure Director  
 Title: LDN A-GOURNENAU  
 Date: 11/21/2011

**SECTION I THE LEASE**

**THIS LEASE** is made and entered into between **Lower Brule Sioux Tribe**

("the Lessor"), 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.

The Lessor hereby leases to the Government the premises described in Sections I and II of the Form 1364A Simplified Lease Proposal attached hereto as Exhibit A, as further described as **Room Numbers 23B, 122, 123, 124, 125, 126, 127, 116, 117, 118, 117A, 024**, ("the Premises"), together with the right to the use of the 20 parking spaces and other areas described in said Section II, to have and to hold for a term of Ten (10) Years, 5 Years Firm, commencing on the date of acceptance of the Premises (as such date established on page 1 of this lease and in accordance with Paragraph III.A.5. herein), but no later than December 10, 2011, subject to the terms and conditions set forth below.

A. **Rental Consideration.** In consideration for the Lease, the grant of all associated rights, express or implied, and the performance or satisfaction of all of the Lessor's other obligations set forth herein, the Government shall pay the Lessor annual rent to be computed using the rental rate(s) specified in Line 10, Boxes 10D and 10F (and, if applicable, the corresponding boxes in Line 11) on Exhibit A, Section II, and the actual Rentable Area delivered for occupancy and use by the Government, subject to the limitations set forth in Paragraph III.A.5. 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. Rent shall be inclusive of all costs incurred by the Lessor for the construction of building shell and tenant improvements specified in the Lease, including those described in the Exhibit A and the Requirements Development Package attached hereto as Exhibit C, all taxes of any kind, and all operating costs. Unless a separate rate is specified in Line 10, rights to parking areas shall be deemed to be included in the rent. Rent shall not be adjusted for changes in taxes or operating costs.

B. **Early Termination Right.** After the 5th anniversary of the commencement of the term of this Lease (December 10, 2016), the Government may notify the Lessor of the early termination of this Lease by giving at least 90 days written advance notice to the Lessor.

C. **Renewal Options.** This Lease may be renewed at the option of the Government for a term of **5 YEARS** at the rental rate(s) set forth in Exhibit A, Section II, Line 10, Box 10H (and, if applicable, Box 11H), provided notice is given to the Lessor at least 90 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 force and effect during any renewal term.

D. **Documents Incorporated By Reference.** The following documents are incorporated by reference, as though fully set forth herein:

1. Exhibit A, GSA Form 1364A, Lessor's Simplified Lease Proposal in Response to Request for Lease Proposals No. 08D2006/LSD14661.
2. Exhibit B, Floor-Plan Delineating the Premises
3. Exhibit C, Requirements Development Package for [REDACTED]
4. Exhibit D, GSA Form 3518A, Representations and Certifications (Rev. 1/07)

E. **Tenant Hours of Operation.** The Government shall be entitled to routinely occupy and use the Premises during the following hours:

	Start	End
Weekdays:	7:30 AM	7:30 PM
Saturdays:		
Sundays:		
Federal Holidays:		

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]

Michael B. Jandreau  
Chairman, Lower Brule Sioux Tribe

[REDACTED SIGNATURE]

Lease Contracting Officer

Date: 11-21-11

Date: 11/21/2011