

US GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE

LEASE NO.

GS-08P-LMT14600

THIS LEASE, made and entered into this date by and between JACK BOLME

Whose address is [REDACTED]

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 5,044 rentable square feet (RSF) of office and related space, consisting of 2,778 RSF of office space and 2,266 RSF of warehouse space, which yields 4,386 ANSI/BOMA Office Area square feet (USF) of space, consisting of 2,415.60 ANSI/BOMA of office space and 1,970.40 ANSI/BOMA warehouse space, at the [REDACTED] Hanger, 1901 Terminal Circle, Billings, MT 59105-9998 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 2 parking spaces for exclusive use of Government employees and patrons.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on December 1, 2010 and continuing through November 30, 2015, subject to termination and renewal rights as may be hereinafter set forth.

3. The Government shall pay the Lessor annual rent of \$ 69,731.00 at the rate of \$ 5,810.91 per month in arrears.

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

JACK BOLME
[REDACTED]

4. The Government may terminate this lease in whole or in part at any time on December 1, 2015 by giving at least 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.

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

LESSOR
JACK BOLME

BY _____

IN PRESENCE OF _____

Lessor

(Title)

UNITED STATES OF AMERICA

BY _____

Contracting Officer, General Services Administration

(Official Title)

5. 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 GSA FORM 3626, 3MT0122 dated 4/12/2011.

6. The following are attached and made a part hereof:
A. GSA FORM 3626, 3MT0122 dated 4/12/2011.
B. GSA Form 3517 entitled GENERAL CLAUSES
C. GSA Form 3518 entitled REPRESENTATIONS AND CERTIFICATIONS

7. In accordance with the SFO paragraph entitled *Operating Costs Base*, the escalation base is established as \$ 45,500.00 annum.

8. In accordance with the SFO paragraph entitled *Common Area Factor*, the common area factor is established as 1.150.

9. In accordance with the SFO paragraph entitled *Adjustment for Vacant Premises*, the adjustment is established as \$ 9.02/RSF for vacant space (rental reduction).

10. The Lessor shall remain responsible for maintenance, repair, and replacement of any installed items under this lease. These items can be removed by the Government at any time and the Lessor waives restoration in connection with these items. If after the lease term and any extended, renewal or succeeding lease term, the Government elects to abandon any items in place, the title shall pass to the Lessor

11. All labor, materials, equipment, design, professional fees, inspection fees, utilities, construction drawings (including, without limitation, plans and specifications), construction costs and services and all other similar costs and expenses associated with making the space, common areas, and related facilities ready for occupancy in accordance with the requirements of this lease. All costs associated with services, utilities, maintenance, repair, replacement, inspections, improvements and other requirements as required by GSA FORM 3626 and it's attachments.

12. **UNAUTHORIZED IMPROVEMENTS:** All questions pertaining to this lease agreement shall be referred in writing to the General Serviced Administration Contracting Officer. This contract is between GSA and Jack Bolme. GSA assumes no finance responsibility for any cost incurred by the Lessor except as provided by the term of the lease agreement or authorized in writing by the GSA Contracting Officer. If Lessor delivers space with improvement not authorized or requested in writing by the GSA Contracting Officer, the Lessor shall not be entitled to compensation if the improvements remain in place after the Government's acceptance of the space.

The Lessor hereby waives restoration.

LESSOR

UNITED STATES OF AMERICA

BY



(Inksat)

BY



(Inksat)

Apr. 11. 2011 2:44PM

No. 4719 P. 1

U.S. GOVERNMENT LEASE FOR REAL PROPERTY (Short Form)

1. LEASE NUMBER

PART I - SOLICITATION/DESCRIPTION OF REQUIREMENTS (To be completed by Government)

A. REQUIREMENTS

The Government of the United States of America is seeking to lease approximately 5,044 rentable square feet of office/hanger/storage space located in Billings, MT for occupancy not later than December 1, 2010 for a term of 5 years, with a 5 year firm term. Rentable space must yield a minimum of 4,366 square feet of ANSI/BOMA Office/Warehouse Area (previously Usable) for use by Tenant for personnel, furnishing, and equipment. Parking is required for two (2) Government reserved, surface spaces.

B. STANDARD CONDITIONS AND REQUIREMENTS

The following standard conditions and requirements shall apply to any premises offered for lease to the UNITED STATES OF AMERICA (hereinafter called the GOVERNMENT):

Space offered must be in a quality building of sound and substantial construction, either a new, modern building or one that has undergone restoration or rehabilitation for the intended use.

The Lessor shall provide a valid Certificate of Occupancy for the intended use of the Government and shall meet, maintain, and operate the building in conformance with all applicable current (as of the date of this solicitation) codes and ordinances. If space is offered in a building to be constructed for lease to the Government, the building must be in compliance with the most recent edition of the building code, fire code, and ordinances adopted by the jurisdiction in which the building is located.

Offered space shall meet or be upgraded to meet the applicable areas requirements in National Fire Protection Association (NFPA) 101, Life Safety Code or an alternative approach or method for achieving a level of safety deemed equivalent and acceptable by the Government. Offered space located below-grade, including parking garage areas, and all areas referred to as "hazardous areas" (defined in NFPA 101) within the entire building (including non-Government areas), shall be protected by an automatic sprinkler system or an equivalent level of safety. Additional automatic fire sprinkler requirements will apply when offered space is located on or above the 6th floor. Unrestricted access to a minimum of two remote exits shall be provided on each floor of Government occupancy. Selsor stairs shall be counted as only one approved exit. Open-air exterior fire escapes will not be counted as an approved exit. Additional fire alarm system requirements will apply when offered space is located 2 or more stories in height above the lowest level of exit discharge.

The Building and the leased space shall be accessible to workers with disabilities in accordance with the Americans With Disabilities Act Accessibility Guidelines (36 CFR Part 1191, App. A) and the Uniform Federal Accessibility Standards (Federal Register vol. 49, No. 153, August 7, 1984, reissued as FED. STD. 795, dated April 1, 1988, and amended by Federal Property Management Regulations CFR 41, Subpart 101-19.6, Appendix A, 64 FR 12626, March 26, 1999). Where standards conflict, the more stringent shall apply.

The leased space shall be free of all asbestos containing materials, except undamaged asbestos flooring in the space or undamaged boiler or pipe insulation outside the space, in which case an asbestos management program conforming to Environmental Protection Agency guidance shall be implemented. The space shall be free of other hazardous materials according to applicable Federal, State, and local environmental regulations.

Services, utilities, and maintenance will be provided daily, extending from 7:00 a.m. to 5:00 p.m. except Saturday, Sunday, and Federal holidays. The Government shall have access to the leased space at all times, including the use of common electrical services, toilets, lights, elevators, and Government office machines without additional payment.

2. SERVICES AND UTILITIES (To be provided by Lessor as part of rent)

- Checkboxes for services: HEAT, ELECTRICITY, POWER (Special Equip.), WATER (Hot & Cold), SNOW REMOVAL, TRASH REMOVAL, CHILLED DRINKING WATER, AIR CONDITIONING, TOILET SUPPLIES, JANITORIAL SERV. & SUPP., ELEVATOR SERVICE, WINDOW WASHING, CARPET CLEANING, INITIAL & REPLACEMENT LAMPS, TUBES & BALLASTS, PAINTING FREQUENCY, OTHER (Specify below).

3. OTHER REQUIREMENTS

NOTE: All offers are subject to the terms and conditions outlined above, and elsewhere in this solicitation, including the Government's General Clauses and Representations and Certifications.

4. BASIS OF AWARD

- Checkboxes for award basis: THE ACCEPTABLE OFFER WITH THE LOWEST PRICE PER SQUARE FOOT, ACCORDING TO THE ANSIBOMA 268,1-1999 DEFINITION FOR BOMA USABLE OFFICE AREA... OFFER MOST ADVANTAGEOUS TO THE GOVERNMENT, WITH THE FOLLOWING EVALUATION FACTORS BEING: SIGNIFICANTLY MORE IMPORTANT THAN PRICE, APPROXIMATELY EQUAL TO PRICE, SIGNIFICANTLY LESS IMPORTANT THAN PRICE, (Used in descending order, unless stated otherwise).

Initials:

Lessor signature

&

Government signature

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PART II - OFFER (To be completed by Offeror/Owner)

A. LOCATION AND DESCRIPTION OF PREMISES OFFERED FOR LEASE BY GOVERNMENT

6. NAME AND ADDRESS OF BUILDING (Include ZIP Code) Aphis Hangar 1901 Terminal Circle Billings, MT 59105-9998	B. LOCATION(S) IN BUILDING	
	b. FLOOR(S)	b. ROOM NUMBER(S)
	c. RENTABLE SQ. FT. 5,044	d. TYPE <input type="checkbox"/> GENERAL OFFICE <input type="checkbox"/> OTHER (Specify) <input type="checkbox"/> WAREHOUSE <input checked="" type="checkbox"/> Hangar

B. TERM

To have and to hold, for the term commencing on December 1, 2010 and continuing through November 30, 2015.

C. RENTAL

Rent shall be payable in arrears and will be due on the first workday of each month. When the date for commencement of the lease falls after the 15th day of the month, the initial rental payment shall be due on the first workday of the second month following the commencement date. Rent for a period of less than a month shall be prorated.

7. AMOUNT OF ANNUAL RENT 66,131.16	8. MAKE CHECKS PAYABLE TO (Name and address) [Redacted]
9. RATE PER MONTH 5510.93	

10. NAME AND ADDRESS OF OWNER (Include ZIP code. If requested by the Government and the owner is a partnership or joint venture, list all General Partners, using a separate sheet, if necessary.)

[Redacted]

10b. TELEPHONE NUMBER OF OWNER [Redacted]	11. TYPE OF INTEREST IN PROPERTY OF PERSON SIGNING <input checked="" type="checkbox"/> OWNER <input type="checkbox"/> AUTHORIZED AGENT <input type="checkbox"/> OTHER (Specify)
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12. NAME OF OWNER OR AUTHORIZED AGENT Jack Bolme	13. TITLE OF PERSON SIGNING Owner
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14. SIGNATURE OF OWNER OR AUTHORIZED AGENT [Redacted]	15. DATE 4-12-2011	16. OFFER REMAINS OPEN UNTIL 4:20 P.M. 5-12-2011 (Date)
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PART III - AWARD (To be completed by Government)

Your offer is hereby accepted. This award consummates the lease which consists of the following documents: (a) this GSA Form 3628, (b) Representations and Certifications, (c) the Government's General Clauses, and (d) the following changes or additions made or agreed to by you:

Attachments to be included with Offer:

- Form 1364 - Proposal to Lease Space *on QWB*
- Form 1217 - Lessor's Annual Cost Statement *on QWB*
- Form 3516 Solicitation Provisions *on QWB*
- Form 3518A Representations and Certifications *on QWB*
- Form 3517A General Clauses *on QWB*
- Pre-Lease Building Security Plan *on QWB*
- Form 12000 Pre-lease Fire Protection and Life Safety Evaluation *on QWB*
- Seismic Certificate *on QWB*

THIS DOCUMENT IS NOT BINDING ON THE GOVERNMENT OF THE UNITED STATES OF AMERICA UNLESS SIGNED BELOW BY AUTHORIZED CONTRACTING OFFICER.

17a. NAME OF CONTRACTING OFFICER (Type or Print) Sylvia Marquez	17c. DATE 4/20/11
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