

**LEASE NO. GS-08B-14601**

On-Airport Lease  
GSA FORM L201D (September 2011)

This Lease is made and entered into between

Bozeman Yellowstone International Airport - BZN (GALLATIN FIELD AIRPORT MT6673)

(The Lessor), whose principal place of business is 650 Gallatin Field Road, Suite 6, Bozeman, Montana 59714 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:

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

and more fully described in Section 1 and Exhibit A, together with rights to the use of parking and other areas as set forth herein.

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

*commencing on July 1, 2011 through June 30, 2021*

  10   years,   6   years firm,

subject to termination and renewal rights as may be hereinafter set forth, to be used for such purposes as determined by GSA. The commencement date of this Lease, along with any applicable termination and renewal rights, shall more specifically be 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.

[Redacted Signature]

Name: Brian Spranger

Title: Airport Director

Date:   1-4-2012  

[Redacted Signature]

Name: Darin Holting

Lease Contracting Officer

Date:   2/8/12  

WITNESSED BY:

[Redacted Signature]

Name:   Cherie D. Ferguson  

Title:   Office Manager  

Date:   1/4/2012

**SECTION 1 THE PREMISES, RENT, AND OTHER TERMS**

**1.01 THE PREMISES**

The Premises are described as follows:

Office and Related Space: 4328 rentable square feet (RSF), yielding 4328 ANSI/BOMA office area (ABOA) square feet (sq. ft.) of office and related space (based upon a common area factor (CAF) of 1.0 percent, located on 3 floor(s) of the Building, as depicted on the floor plan(s) attached hereto as Exhibit A.

**1.02 EXPRESS APPURTENANT RIGHTS**

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:

A. Parking: 0 parking spaces as depicted on the plan attached hereto as Exhibit    of which 0 shall be structured inside spaces reserved for the exclusive use of the Government, 0 shall be inside parking spaces, and 0 shall be surface 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. 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.

**1.03 RENT AND OTHER CONSIDERATION**

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

	Years 1 - 5		Years 6 - 10	
	Annual Rent	Annual Rate / RSF	Annual Rent	Annual Rate / RSF
Shell Rental Rate	\$93,528.08	\$21.61	\$113,783.12	\$26.29
Operating Costs	\$20,644.56	\$4.77	\$23,371.20	\$5.40
Full Service Rate	\$114,172.64	\$26.38	\$137,154.32	\$31.69

B. Rent is subject to adjustment based upon a physical mutual measurement of the Space upon acceptance, not to exceed 4328 ABOA sq. ft. based upon the methodology outlined under the "Payment" clause of GSA Form 3517.

C. If the Government occupies the Premises for less than a full calendar month, then rent shall be pro-rated based on the actual number of days of occupancy for that month.

D. 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.

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

- The leasehold interest in the Property described in "Clause 1.01, The Premises," created herein;
- 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;
- Performance or satisfaction of all other obligations set forth in this Lease;
- 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
- All services, utilities (with the exclusion of N/A), 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 N/A directly to the utility provider. The Lessor shall ensure that such utilities are separately metered. The Lessor shall provide and install as

part of shell 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. Proration is not permissible. In addition, an automatic control system shall be provided to assure compliance with heating and air conditioning requirements.

F. Parking shall be provided at a rate of \$0 per parking space per month (Structure), and \$0 per parking space per month (Surfaces).

**1.04 TERMINATION RIGHTS (ON-AIRPORT APR 2011)**

The Government reserves the right to terminate this Lease, in whole or in part, at anytime during the term of this lease with 90 days' written notice to the Lessor if (i) regularly scheduled commercial air services ceases, (ii) the airport opts to replace [redacted] screeners with private contractors, (iii) the checkpoint supported by the leased space is closed, or (iv) Government reduces its presence at airport due to a reduction in deployments. 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**

This Lease may be renewed at the option of the Government for a term of 5 YEARS at the following rental rate(s):

	Option Term, [redacted]	
	Annual Rent	Annual Rate / RSF
Shell Rental Rate	[redacted]	[redacted]
Operating Cost	Operating cost basis shall continue from Year 1 of existing lease term. Option term is subject to continuing annual adjustments.	

provided notice is given to the Lessor at least 120 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.

**1.06 DOCUMENTS INCORPORATED BY REFERENCE (ON-AIRPORT SEPTEMBER 2011)**

The following documents are incorporated by reference, as though fully set forth herein:

Floor Plan(s)	1	A
Parking Plan(s)		
GSA Form 3517G, General Clauses	16	B
GSA Form 3518G, Representations and Certifications	3	C

**1.07 OPERATING COST BASE**

The parties agree that, for the purpose of applying the clause titled "Operating Costs Adjustment," the Lessor's base rate for operating costs shall be \$4.77 per RSF.