

**LEASE NO. GS-10B-07346**

Succeeding/Superseding Lease  
GSA FORM L202 (October 2012)

This Lease is made and entered into between

The Nez Perce Tribe

(Lessor), whose principal place of business is 120 Bever Grade, Lapwai, ID 83540-0365, 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

99 Agency Avenue  
Lapwai, ID 83540-9998

and more fully described in Section 1 and Exhibit B, 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 ~~June 1, 2013-May 31, 2023~~ subject to termination and renewal rights as are hereinafter set forth.

In Witness Whereof, the parties to this Lease evidence their agreement by their signatures below, to be effective as of the date of delivery of the fully executed Lease to the Lessee.

[Redacted Signature]

Name: Stiles Whitman

Title: Chairman

Date: 06-03-13

[Redacted Signature]

Maria Gonzalez  
Lease Contracting Officer  
**Contracting Officer**  
General Services Administration, Public Buildings Service  
Date: JUN 12 2013

**WITNESSED FOR THE LESSOR BY:**

[Redacted Signature]

Name: Anthony D. Johnson

Title: NPTEC Secretary

Date: 6/4/13

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.

LESSOR: [Signature] GOVERNMENT: [Signature]

**ORIGINAL**

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

**1.01 THE PREMISES (SUCCEEDING) (JUN 2012)**

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:** 7,561 rentable square feet (RSF), yielding 6,575 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on the 1<sup>st</sup> floor of the Building. This lease contemplates the completion of a tenant improvement project with the intent of reducing the leased premises to 6,068 rentable square feet, yielding 4,704 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space, as depicted on the floor plan(s) attached hereto as Exhibit B.

B. **Common Area Factor:** The Common Area Factor (CAF) is established as 15 percent. Following completion of the tenant improvement project, the CAF will be 29 percent. These factors, which represent 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 (JUN 2012)**

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:** 20 parking spaces, reserved for the exclusive use of the Government, of which 0 shall be structured/inside parking spaces, and 20 shall be surface/outside parking spaces. In addition, Lessor shall provide such additional parking spaces as required by the applicable code of the local government entity having jurisdiction over the Property.

B. INTENTIONALLY DELETED

**1.03 RENT AND OTHER CONSIDERATIONS (SEP 2012)**

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

	FIRM TERM: JUNE 1, 2013- EARLIER OF BENEFICIAL OCCUPANCY OR MAY 31, 2018	FIRM TERM: BENEFICIAL OCCUPANCY-MAY 31, 2018	NON FIRM TERM: JUNE 1, 2018 - MAY 31, 2023
		ANNUAL RENT	ANNUAL RENT
SHELL RENT	\$82,401.58 <sup>4</sup>	\$70,560.00 <sup>1</sup>	\$74,159.27
TENANT IMPROVEMENTS RENT	\$0.00	TBD <sup>2</sup>	\$0.00
OPERATING COSTS	\$31,607.67 <sup>4</sup>	\$ 25,466.69 <sup>3</sup>	\$ 25,466.69
TOTAL ANNUAL RENT	\$114,009.25 <sup>4</sup>	TBD	\$99,625.96

<sup>1</sup>Shell rent (Firm Term) calculation: \$11.6282 per RSF multiplied by 6,068 RSF.

<sup>2</sup>The Tenant Improvement Maximum of \$260,000.00 is amortized at a rate of 4.5 percent per annum. Amortization period and Tenant improvement rent are subject to adjustment over the remaining firm term of the lease based upon the date of acceptance of the space and the agreed-upon cost of the tenant improvements.

<sup>3</sup>Operating Costs rent calculation: \$4.1969 per RSF multiplied by 6,068 RSF. Operating expenses are subject to annual adjustment over the term of the lease.

<sup>4</sup>Based on continued application of the terms of existing lease LID05796.

B. Rent following completion of the tenant improvements is subject to adjustment based upon a mutual on-site measurement of the Space upon acceptance, not to exceed 4,704 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. INTENTIONALLY DELETED

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 in the Lessor's 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. INTENTIONALLY DELETED

1.04 INTENTIONALLY DELETED

1.05 TERMINATION RIGHTS (AUG 2011)

The Government may terminate this Lease, in whole or in part, at any time effective after May 31, 2018, by providing not less than <sup>120</sup>~~30~~ 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 (AUG 2011)

This Lease may be renewed at the option of the Government for two terms of [REDACTED] at the following rental rate(s):

	FIRST OPTION TERM, [REDACTED]		[REDACTED]	
	ANNUAL RENT	ANNUAL RATE / RSF	ANNUAL RENT	ANNUAL RATE / RSF
SHELL RENTAL RATE	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
OPERATING COSTS	OPERATING COST BASIS SHALL CONTINUE FROM YEAR 10 OF EXISTING LEASE TERM. OPTION TERM IS SUBJECT TO CONTINUING ANNUAL ADJUSTMENTS.		OPERATING COST BASIS SHALL CONTINUE FROM YEAR 15 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.

1.07 DOCUMENTS INCORPORATED IN THE LEASE (JUN 2012)

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

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
PHINNEY BUILDING FLOOR PLAN	1	B
GSA FORM 3517B GENERAL CLAUSES	2	F
GSA FORM 3518, REPRESENTATIONS AND CERTIFICATIONS	7	G
GSA FORM 1364 PROPOSAL TO LEASE SPACE	2	C

1.08 TENANT IMPROVEMENT RENTAL ADJUSTMENT (SUCCEEDING) (SEPT 2011)

The Lessor has agreed to total TI pricing not to exceed \$260,000.00 based on the approved CDs and Specifications prepared by Lessor's architect on behalf of GSA in September, 2011, subject to de-scoping so as to not exceed this cost maximum. The total amount of expended TIs will be amortized in the rent (based on an allowance of \$55.272108/SF, 4,704 ABOA SF) over the Firm Term of this Lease at an annual interest rate of 4.5 percent per year. Lessor and Government agree that the project scope will be subject to adjustment to meet the requirements of the agency while not exceeding this allowance, which will be recognized via amendment of the RLP as updated requirements become available.

The Government shall have the right to make lump sum payments for any or all TI work.

1.09 INTENTIONALLY DELETED

1.10 INTENTIONALLY DELETED

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1.13 OPERATING COST BASE (AUG 2011)

Following completion and acceptance of the tenant improvements, the parties agree that for the purpose of applying the paragraph titled "Operating Costs Adjustment" that the Lessor's base rate for operating costs shall be \$4.20 per RSF (\$25,466.69/annum).

1.14 RATE FOR ADJUSTMENT FOR VACANT LEASED PREMISES (JUN 2012)

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 leased 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 \$0.00 per ABOA SF of Space vacated by the Government.

1.15 INTENTIONALLY DELETED

1.16 INTENTIONALLY DELETED

1.17 INTENTIONALLY DELETED

LESSOR:  GOVERNMENT: 