

# LEASE NO. GS-08P-LWY00226

Global Lease  
GSA FORM L100 (10/2016)

This Lease is made and entered into between

## GOVERNMENT PROPERTIES INCOME TRUST LLC

whose principal place of business is 255 Washington Street, Suite 300, Newton, MA 02458-1634 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

**5353 Yellowstone Road, Cheyenne WY 82009-4178**

and more fully described in Section 1, 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 **SEPTEMBER 11, 2017** and continuing for a period of

**5 Years**

subject to termination and renewal rights as may be hereinafter set forth in section 1 05

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:

Name David M. Blackman  
Title President and Chief Operating Officer  
Entity Name Government Properties Income Trust LLC  
Date \_\_\_\_\_

FOR THE GOVERNMENT:

Name Michael A. Gawell  
Title Lease Contracting Officer  
General Services Administration, Public Buildings Service  
Date 11/28/2017

WITNESSED FOR THE LESSOR BY:

Name \_\_\_\_\_  
Title Leasing Analyst  
Date Nov. 16, 2017

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

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

### 1.01 THE PREMISES (OCT 2016)

The Premises are described as follows

A Office and Related Space **106,107** rentable square feet (RSF), yielding **96,236** ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space

B Common Area Factor The Common Area Factor (CAF), defined under Section 2 of the Lease, is established as **10** percent This factor, rounded to the nearest whole percentage, shall be used for purposes of rental adjustments in accordance with the Payment Clause of the General Clauses

C The Government accepts the Premises and tenant improvements in their existing condition. Such acceptance by the Government of the existing Premises shall not relieve Lessor of continuing obligations for cleaning, janitorial, maintenance and repair as set forth in the Lease paragraphs and attached 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 **335** parking spaces, of which **24** (0 226 spaces per 1,000 RSF) shall be structured/inside parking spaces, and **311** (2 93 spaces per 1,000 RSF) shall be surface/outside parking spaces In the event the Government terminates space in the Building the number of parking spaces will be proportionally adjusted according to the total RSF leased after the effective date of such termination and the parking ratios for both structured/inside and surface/outside spaces as stated herein

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 CONSIDERATION (OCT 2016)

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

	9/11/2017 – 9/10/2019	9/11/2019 – 9/10/2022
	ANNUAL RENT	ANNUAL RENT
SHELL RENT <sup>1</sup>	\$1,314,285.25	\$1,526,499.25
OPERATING COSTS <sup>2</sup>	\$ 675,221.00	\$ 675,221.00
PARKING <sup>5</sup>	\$ 0.00	\$ 0.00
<b>TOTAL ANNUAL RENT</b>	<b>\$1,989,506.25</b>	<b>\$2,201,720.25</b>

<sup>1</sup>Shell rent calculation

(9/11/2017 – 9/10/2019) **\$12.39** per RSF multiplied by the RSF stated under Paragraph 1.01

(9/11/2019 – 9/10/2022) **\$14.39** per RSF multiplied by the RSF stated under Paragraph 1.01

<sup>2</sup>Operating Costs rent calculation **\$6.36** per RSF multiplied by the RSF stated under Paragraph 1.01

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 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 and active in SAM

D 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 herein 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

**1.04 ~~BROKER COMMISSION AND COMMISSION CREDIT (OCT 2016)~~ INTENTIONALLY DELETED**

**1.05 TERMINATION RIGHTS (OCT 2016)**

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 120 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. Termination rights per occupied space are hereby described:

██████ (67,323 RSF)- Can terminate after September 10, 2019  
██████ (8,964 RSF)- Can terminate after September 10, 2019  
██████ / APHS (5,388 RSF)- Can terminate after September 10, 2018  
██████ (7,569 RSF)- Can terminate after September 10, 2018  
██████ (16,863 RSF)- Can terminate after March 10, 2018

**1.06 ~~RENEWAL RIGHTS (OCT 2016)~~ INTENTIONALLY DELETED**

**1.07 DOCUMENTS INCORPORATED IN THE LEASE (OCT 2016)**

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

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
FLOOR PLAN(S)	5	A
GSA FORM 3517B GENERAL CLAUSES	15	B
GSA FORM 3518-SAM, ADDENDUM TO SYSTEM FOR AWARD MANAGEMENT (SAM) REPRESENTATIONS AND CERTIFICATIONS (ACQUISITIONS OF LEASEHOLD INTERESTS IN REAL PROPERTY)	12	C

**1.08 ~~TENANT IMPROVEMENT RENTAL ADJUSTMENT (OCT 2016)~~ INTENTIONALLY DELETED**

**1.09 ~~TENANT IMPROVEMENT FEE SCHEDULE (JUN 2012)~~ INTENTIONALLY DELETED**

**1.10 ~~BUILDING SPECIFIC AMORTIZED CAPITAL (SEP 2012)~~ INTENTIONALLY DELETED**

**1.11 ~~BUILDING SPECIFIC AMORTIZED CAPITAL RENTAL ADJUSTMENT (SEP 2013)~~ INTENTIONALLY DELETED**

**1.12 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT (OCT 2016)**

As of the Lease Award Date, the Government's Percentage of Occupancy, as defined in the "Real Estate Tax Adjustment" paragraph of this Lease is **one hundred** percent. The Percentage of Occupancy is derived by dividing the total Government Space of **106,107** RSF by the total Building space of **106,107** RSF.

**1.13 REAL ESTATE TAX BASE (SEP 2013)**

The Real Estate Tax Base, as defined in the "Real Estate Tax Adjustment" paragraph of the Lease is **\$51,644.44**. Tax adjustments shall occur after payment of the actual taxes for Tax Year 2017 and shall continue thereafter during the term of the lease.

**1.14 OPERATING COST BASE (OCT 2016)**

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 **\$6.36** per RSF (\$675 221 00 per annum)

**1.15 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 **\$1.60** per ABOA SF of Space vacated by the Government

**1.16 HOURLY OVERTIME HVAC RATES (OCT 2016)**

A The following rates shall apply in the application of the paragraph titled "Overtime HVAC Usage "

- **\$55.00** per hour per zone
- No. of zones **2**

**1.17 24-HOUR HVAC REQUIREMENT (OCT 2016)**

**1.18 BUILDING IMPROVEMENTS (MAR 2016) INTENTIONALLY DELETED**

**1.19 HUBZONE SMALL BUSINESS CONCERNS ADDITIONAL PERFORMANCE REQUIREMENTS (MAR 2012) INTENTIONALLY DELETED**