

APPENDIX 8

200 WEST 17TH ST. (DEQ)

Lease Executed 3/18/15

Based upon lease form approved by Oversight Group for use at Jonah, with additional options as directed by Oversight Group.

37,030 sq. ft.

\$16.00 per square foot

3 year term, possible extensions of up to 10 additional years

Base lease cost = \$1,777,440

Tenant Improvements (TI's) performed by Lessor

No cost to State

Based upon State design, standard commercial finish

Basement, part of 1st floor which is available, 2d and 3d floors already finished with standard commercial finish

4th floor currently completely unfinished with no elevator access

Lessor will install elevator and finish per State design to standard commercial finish

Estimated completion of Tenant Improvements by August 21, 2015

To be occupied by DEQ

Most of the space was recently vacated by Cheyenne Regional Medical Center

Expected move in September 1, 2015

**REAL PROPERTY LEASE AGREEMENT NO. 8-09657 BETWEEN
TERRELL INDUSTRIES, LLC
AND
STATE OF WYOMING, DEPARTMENT OF ADMINISTRATION & INFORMATION,
CONSTRUCTION MANAGEMENT**

In consideration of the mutual covenants contained herein, the parties agree as follows:

1. **Parties.** This Real Property Lease Agreement (Lease) is made between Terrell Industries, LLC (Lessor), whose address is: 390 Hollyberry Lane, Boulder, CO 80305, and the State of Wyoming, Department of Administration & Information, Construction Management (Tenant) whose address is: 700 West 21st Street, Cheyenne, Wyoming 82002.

A. Lessor's contact information is:
Gale Anderson
3124 Old Faithful Road
Cheyenne, WY 82001
(307) 638-7232

B. Tenant's contact information is:

Department of Administration and Information
Construction Management
700 West 21st Street
Cheyenne, WY 82002
307-777-7769

C. In the event that any of the above information changes, the party whose information has changed shall immediately notify the other party in writing at the addresses noted above.

2. **Premises.**

Lessor desires to lease to Tenant, and Tenant desires to lease from Lessor the following described real property (Premises):

Approximately 37,030 square feet of office space located at 200 W. 17th Street, Cheyenne, WY 82001, more particularly described below, plus full use of all adjacent parking and outbuildings, sanitary disposal facilities and other appurtenances located on the Premises. A full legal description of the building and site upon which the leased Premises is located is:

CITY OF CHEYENNE, E 25' 3" OF LOT 7, LOT 8, BLOCK 355

Lessor and Tenant agree that the final, total square footage to be leased by Tenant is subject to revision depending upon final Tenant Improvement decisions and security needs. In the event the total leased square footage is adjusted from the 37,030 square feet noted above, the final and

total leased square footage will be added to or deducted from this Lease by amendment and the total base rent noted in paragraph 5, below, will be adjusted based upon a square footage rent calculation at \$16.00 per square foot per year.

Calculation of the initially contemplated square footage of the leased Premises is based upon the following:

<u>Area of Building</u>	<u>Useable Sq. Ft.</u>	<u>Rentable Sq. Ft.</u>
Garden Level	792	911
	7,214	8,296
Second Level	1,668	1,918
	3,233	3,718
	2,935	3,975
Third Level	770	832
	8,226	8,884
Fourth Level	<u>7,388</u>	<u>8,496</u>
Adjusted Total Space	32,226	37,030

A preliminary floorplan of the leased Premises attached as Attachment "A," which will be updated by amendment to this Lease, to specifically include additional space on the second level. A visual depiction of the building and site is attached as Attachment "B".

3. Purpose of Lease.

A. Lessor is the sole owner of the Premises described above, and desires to lease the Premises to Tenant for use by the State of Wyoming as a time-limited, temporary facility for Wyoming state agencies, together with their staff and functions.

B. Tenant desires to lease a portion of the Premises for conducting state executive branch and other government business.

C. For consideration, Lessor leases to Tenant the Premises in accordance with the terms of this Lease.

4. Term of Lease.

A. Lessor leases the above Premises for a single term of three (3) years, commencing August 1, 2015, and terminating July 31, 2018 or sooner as provided herein. This Lease is not valid and shall not become effective until it is signed by an authorized representative of the Lessor and an authorized representative of the Tenant, has been approved and signed by an authorized representative of the Department of Administration and Information, approved as to form by the Office of the Wyoming Attorney General, and, approved by the Governor or his designee. The effective date of this Lease shall be the date of the last

signature, and the Lease shall commence on the date of the last signature or on the date specified in the Term of Lease provision, whichever is later.

B. Tenant shall have an unrestricted option to extend this Lease under the same terms and conditions set forth herein for two (2), three (3) month terms with three (3) months prior written notice.

C. In the event Tenant needs to continue to use the Premises past the Term set forth herein, Lessor agrees to extend this Lease for one (1) additional year beyond the terms noted above upon the same terms and conditions set forth herein. In the event Tenant needs to continue to use the Premises past the one year extended term, Lessor agrees to extend this Lease for another additional year with an increase in base rent of three percent (3%).

D. In the event Tenant wishes to continue to use the Premises past the Term set forth in paragraph A above, and in addition to any extensions provided in paragraphs B and C above, Tenant shall have the unrestricted option to extend this Lease for up to two (2) additional five-year (5-year) periods upon the same terms and conditions set forth herein. The base rent for the first five-year (5-year) period shall be at the same rate as the second additional year exercised under paragraph C above. The base rent for the second five-year (5-year) period shall be increased by an additional three percent (3%). Tenant shall provide Lessor with six (6) months prior written notice of the intent to exercise this option.

E. Subject to progress of Tenant Improvements noted in paragraph 6, below, and to the needs of Tenant, Tenant shall have the ability to occupy portions of the leased Premises in advance of the commencement date of this Lease. In the event of early occupancy for these purposes, all provisions of this Lease shall apply as if the formal term of the Lease had commenced except that identification of the early occupancy portions of the Premises and their respective square footages shall be added to this Lease by amendment and an early occupancy monthly rental payment shall be calculated based upon the annual rate of \$16.00 per square foot.

F. From the date of final execution of this Lease, Tenant is granted to right to "opt-out" of, and terminate the Lease. If this right is exercised, Tenant shall pay for all Tenant Improvements performed through the date of notice of the "opt-out", and shall pay for the cost of any construction or design services which are necessary to bring Tenant Improvements to an end.

5. **Rent Payment.** The annual rent to be paid by Tenant to Lessor shall be five hundred ninety-two thousand, four hundred eighty dollars (\$592,480.00) which shall be paid prior to commencement of this Lease and thereafter on or before the first (1st) day of each succeeding August. The total amount of rent paid under this Lease shall not exceed one million seven hundred seventy-seven thousand, four hundred forty dollars (\$1,777,440.00) unless the Lease is extended according to the terms set forth herein. No payment shall be made under this Lease for any tenancy occurring prior to the date upon which the last required signature is affixed to this Lease.

6. **Tenant Improvements.**

A. Lessor agrees to perform and bear the cost of Tenant Improvements (TIs) to the Premises, in advance of the commencement of this Lease, as described herein.

B. Tenant Improvements are necessary for the Premises to function as a time-limited, temporary facility for Wyoming state agencies, their staff and functions. Tenant Improvements in accordance with the terms set forth herein are a term of essence of this Lease. Failure of Lessor to install and maintain Tenant Improvements in accordance with the terms of this Lease allow the Tenant to immediately terminate this Lease without further financial obligation to the Tenant and subject the Lessor to all remedies available to the Tenant for damages under Wyoming law, including consequential damages.

C. Lessor agrees to perform Tenant Improvements in accordance with design requirements provided by Tenant to Lessor. In general, Tenant will require Tenant Improvements to be performed in a workmanlike, quality manner which delivers standard grade commercial finish tenant space to Tenant for its use during the term of the Lease. Standard grade commercial finish, for the purposes of this Lease, means finish of a like kind and quality to that found in the building on the date of execution of this Lease.

D. Tenant Improvements shall only occur for purposes of Tenant's use of the Premises and not for general upgrade of the Premises or other aspects of the building or site upon and within which the leased Premises are located. TIs are not intended to bring common areas, stairs, elevators, restrooms, ceilings, lighting, electrical, mechanical or plumbing up to code, and all such improvements to the property to comply with applicable building codes, the ADA, or to otherwise make the building and property useable for the purposes of this Lease, are the responsibility of Lessor and shall be completed in advance of the commencement of this Lease.

E. Lessor and Tenant agree that the build-out of the TI's will require supplemental documents, often characterized as Construction Directives, to further define the phases of TI design and construction, the scope of those phases and the costs of those phases. Lessor and Tenant agree to negotiate in good faith to develop those supplemental documents with an eye toward moving the TI aspect along as rapidly as possible.

7. Exclusive Use.

A. Tenant shall have exclusive use of the leased Premises during the term of the Lease. Lessor shall provide appropriate locking doors and other security measures in order to assure the security of Wyoming state officials and others using the Premises during the term of the Lease.

B. Lessor shall not allow any other uses of the leased Premises or other areas of the facility for any purposes which are inconsistent with the purposes of this Lease or the security needs of the Tenant during the term of this Lease.

C. Lessor acknowledges that Tenant has unique needs regarding use of the Premises for critical activities of state government. Lessor further acknowledges that Tenant has

unique security needs for its use of the Premises. Tenant's unique needs arise from use of the Premises for these critical activities but also from the needs and risks presented by the Premises being used as the effective seat of government, including public demonstrations, potential acts of violence or terrorism. Lessor covenants and warrants that Tenant has exclusive use of the Premises for all of these purposes and that Lessor has obtained appropriate insurance coverage for the potential risks involved.

D. Tenant agrees that any public protests which occur near the building or site must be confined to the sidewalks of the site.

8. Responsibilities of Lessor.

A. Tenant Improvements. Lessor shall perform Tenant Improvements as described above.

B. Parking.

(i) Lessor shall provide parking on a first come first served basis at the City parking structure near the property. Lessor shall ensure that a minimum of one hundred fifty (150) parking spaces exist for Tenant's use. In the event the required number of parking spaces differs from the number noted above, the final number of required parking spaces will be added to or deducted from this Lease by amendment. Lessor shall pay for half of the parking spaces and Tenant shall pay for half of the parking spaces at the City's current rate of forty-five dollars (\$45.00) per space per month. In the event the City's rate increases, each party shall be responsible for its share of the increased rate. Payment for Tenant's share of the parking space rental shall be paid to Lessor in addition to the Rent Payment in Section 5 above.

(ii) Lessor shall coordinate with the City to provide three (3) designated handicapped parking spots (not van-accessible) on the street near the property.

C. Quiet Enjoyment. Lessor warrants that Tenant shall be granted peaceable and quiet enjoyment of the Premises free from any eviction or interference by Lessor if Tenant pays the rent, and otherwise fully and punctually performs the terms and conditions imposed on Tenant. Tenant's quiet enjoyment of the Premises shall be at all times of the day and on all days of the year during the term of the Lease. Tenant's use of the Premises shall be for critical functions of state government, including use by the public for demonstrations and other public events.

D. Taxes. Lessor shall pay all taxes, assessments, or other governmental charges that shall or may during the Lease term be imposed on, or arise in connection with the Premises.

E. Janitorial. Subject to approval of Tenant, Lessor will provide janitorial services that may be required to keep the building, furniture and fixtures in neat, clean and sanitary condition. All cleaning supplies, to include soap, waxes, disinfectants and trash can liners are to be provided by Lessor. Expendable restroom supplies are to include toilet paper, paper towels and hand soap and are to be provided by the Lessor. Snow removal is to be provided by Lessor. Heating, cooling, light bulbs, carpet cleaning and all maintenance

shall be provided by Lessor. Tenant shall have an unrestricted option to assume responsibility for janitorial services as described in this paragraph if, in Tenant's opinion, such is necessary for security or other reasons. In the event of exercise of this option, a commensurate reduction in the base rent shall be negotiated.

F. Utilities. All applications and connections for necessary utility services on the Premises, with the exception of telephone, shall be made in the name of Lessor only, and Lessor shall be solely liable for utility charges as they become due, including those for sewer, water, gas, electricity, snow removal and garbage removal. Lessor is obligated to provide all noted utilities at all times throughout the term of the Lease and in such quantities and quality as will appropriately provide for the needs of Tenant to conduct governmental functions on and within the Premises. Tenant will provide and install its own broadband and wireless internet services in the Premises.

G. Security. Tenant shall use the facility for critical functions of state government and requires special security provisions to protect those who use and attend functions in and about the building and site. State security personnel shall be provided reasonable access to the Premises for security reasons and emergencies. Local police shall also be provided this same access. Access is not limited to the actual leased portions of the Premises, but shall include all aspects of the building and site as determined necessary by state security personnel or local police while being mindful of the rights of quiet enjoyment of leased premises held by the other tenants of the building.

H. Representations. Lessor covenants and warrants that it is the sole owner of the Premises and has full authority to enter into this Lease. Lessor further covenants and warrants that no encumbrances exist on the Premises which could affect Tenant's use of the Premises. Lessor also covenants and warrants that it has consulted with and advised the other tenants of the building of the terms of this Lease and the needs of the State of Wyoming as a tenant in the building.

9. Responsibilities of Tenant.

A. Access to Premises. Tenant shall permit Lessor or its agents to enter the portion of the Premises occupied by Tenant at all reasonable hours to inspect the Premises or make repairs, provided Tenant's use of the Premises shall not be unreasonably impaired.

B. Non-assignment. Neither Tenant nor its successors or assigns shall, without Lessor's consent, assign, mortgage, pledge, or encumber this Lease or sublet the Premises in whole or in part, or permit the Premises to be used or occupied by others.

C. Surrender of Possession. Tenant shall, on the last day of the term, or on earlier termination and forfeiture of the Lease, or on the last day of any extended term, peaceably and quietly surrender and deliver the Premises to Lessor free of subtenants, including all buildings, additions, and improvements constructed or placed thereon by Tenant, except moveable trade fixtures, all in good condition and repair. Tenant shall remove any unique seals, emblems, historical plaques, signs and the like that it installed in the Premises and restore any damage caused by such items to like condition of the remainder of the Premises.

10. **Special Provisions.**

A. **Alterations, Additions and Improvements.**

(i) In addition to the Tenant Improvements noted above, Tenant may, with the Lessor's prior written approval and at Tenant's own expense, at any time during the Lease term, make alterations, additions, or improvements in and to the Premises. No structural or substantial portion of the Premises shall be demolished or removed by Tenant without the prior written consent of Lessor. Alterations shall be performed in a workmanlike manner and shall not weaken or impair the structural strength, or lessen the value, of the Premises.

(ii) All alterations, additions, and improvements on or in the Premises at the commencement of the term or erected or installed during the term, shall become part of the Premises and the sole property of Lessor, except that all moveable trade fixtures installed by Tenant shall remain the property of Tenant.

B. **Condition of Premises.**

(i) **Tenant:** Tenant has examined and knows the condition of the Premises to be leased.

(ii) **Lessor:** Lessor agrees to provide the leased Premises in good order and repair. Lessor shall disclose all known contamination or hazardous conditions and substantial defects to Tenant. In the event Lessor fails to disclose any known contamination or hazardous conditions or substantial defects, Tenant may immediately terminate this Lease.

C. **Destruction of Premises.**

(i) **Partial to Substantial Destruction.** In the event of partial destruction of the Premises, Tenant shall be entitled to a proportionate reduction of rent while repairs are being made by Lessor. The amount of the proportionate reduction shall be based on the extent to which the destruction and repairs interfere with the business carried on by Tenant. If the Premises are damaged by fire or other casualty which, in the opinion of Tenant, makes the Premises substantially unusable, the obligation to make payment under this Lease shall cease until the Premises are substantially usable by Tenant. Lessor is responsible for performance of all needed repairs unless otherwise agreed to in writing by Tenant.

(a) **Repair.** Tenant and Lessor shall, as soon as reasonably practicable, prepare and sign a written itemized list of damages and required repairs, known as the "Substantial/Partial Destruction and Repair List." The list shall contain the following:

(1) Damage to be repaired by either Lessor or Tenant;

(2) Damage that will not be repaired; and

(3) The dates by which either Lessor or Tenant shall complete repairs.

(b) Failure to Repair. If the repairs, as specified in the Substantial/Partial Destruction and Repair List, are not completed within the time therein specified, or as otherwise mutually agreed upon by Tenant and Lessor, this Lease may be terminated by either party.

(ii) Total Destruction. In the event of destruction of the Premises to such an extent that Tenant, in the opinion of Tenant, can no longer use the Premises, Tenant shall be entitled to terminate this Lease without any further financial obligation to Lessor.

(iii) Potential Causes of Destruction. Lessor acknowledges that Tenant's use of the Premises for critical functions of state government carries risks above and beyond those normally associated with leases of commercial office space, including, but not limited to, damage by crowds, acts of civil disobedience, acts of violence and acts of terrorism.

D. Insurance.

(i) Lessor: During the term of this Lease, Lessor shall obtain and maintain, at its expense, insurance on all buildings, improvements, and equipment on the Premises, including all alterations, additions, and improvements, with all standard extended coverage that may be required by any first mortgagee, including insurance against loss or damage by fire in the minimum amounts noted below. Tenant shall be named as an "additional insured" on all policies of insurance carried by Lessor and related to the Premises unless waived by Tenant. Lessor acknowledges the risks involved in leasing to Tenant as described in this Lease and agrees to carry insurance coverage which protects the Premises and Tenant from those potential activities. No exclusions to insurance coverage are permitted without the express written consent of Tenant, including exclusions for negligent acts or omissions of the Tenant or its agents or employees.

(a) Commercial General Liability Insurance. Lessor shall provide coverage, during the entire term of the Lease, against claims arising out of bodily injury, death, damage to or destruction of the property of others, including loss of use thereof, and including products and completed operations in an amount not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate.

(b) Workers' Compensation and Employer's Liability Insurance. The Lessor shall provide proof of workers' compensation coverage for all its employees who are to work on the Premises described

in this Lease. Lessor's coverage shall be under the Wyoming Workers' Safety and Compensation program, if statutorily required or such workers' compensation insurance as appropriate. Non-Wyoming Lessor's insurance coverage shall also include Employer's Liability "Stop Gap" coverage, in an amount not less than Five Hundred Thousand Dollars (\$500,000) per employee for each accident and disease.

(c) **Unemployment Insurance.** The Lessor shall be duly registered with the Department of Workforce Services, Unemployment Insurance Division.

(d) **Payment of Premiums and Notice of Revocation.** All required coverages under this Lease shall be in effect for the duration of this Lease. All policies shall be primary and not contributory. Lessor shall pay the premiums on all insurance policies and provide thirty (30) days written notice to the Tenant of any cancellation or non renewal of any coverage required under this Lease.

(ii) **Tenant:** During the term of this Lease and for any further time that the Tenant shall hold the Premises, Tenant shall provide coverage through its commercial insurance program for personal property kept at the Premises. To the extent allowable under the Governmental Claims Act, the Tenant shall be self-insured for liability through the State Self Insurance Program (SSIP).

(iii) **Intent of Insurance Coverage Provisions:** It is the intent of Lessor and Tenant that Lessor shall obtain and maintain insurance coverage on the building and site which is in sufficient amounts to insure the full fair market value of the building including the value of the TI's performed by the Tenant. Lessor agrees to provide this level of insurance coverage.

E. Repairs.

(i) **Lessor:** Lessor shall keep in good repair all structural components of the building and grounds, exterior and interior walls, floors and ceilings of the Premises. Lessor shall also keep in good repair all of the Premises' operating systems, including but not limited to plumbing, electrical, heating, ventilation and air-conditioning systems.

(ii) **Tenant:** Tenant shall not be responsible for maintenance or repair of the Premises, but shall in good faith endeavor to utilize the Premises in a responsible, prudent manner which does not give rise to abnormal or unusual repair costs for Lessor.

F. Successors and Assigns. This Lease and the terms and conditions hereof apply to and are binding on the purchasers, heirs, legal representatives, successors, assigns, agents and employees of both parties.

- G. Time is of the Essence.** Time is of the essence in all provisions of this Lease.
- H. Right of First Refusal.** During the Term of this Lease and any extensions provided in Section 4 above, before Lessor may sell the Premises pursuant to a bona fide third party offer, Lessor shall first offer the Premises to Tenant on the same terms and conditions as are offered by the third party. Tenant shall have sixty (60) days during which to notify Lessor of its election to purchase the Premises. If Tenant gives notice that it elects to purchase the Premises, the parties shall promptly enter into a contract for purchase and sale. If Tenant does not give such notice within the sixty (60) day period, Lessor shall be free to accept the third-party offer. If Lessor does not enter into an agreement with the third party on the offered terms and conditions and close the transaction within ninety (90) days, Lessor's right to sell the Premises to the third party shall expire and the procedure described in this paragraph shall again become applicable.

11. General Provisions.

- A. Amendments.** Any changes, modifications, revisions, or amendments to this Lease which are mutually agreed upon by the parties to this Lease shall be incorporated by written instrument, executed and signed by all parties to this Lease.
- B. Americans with Disabilities Act and Nondiscrimination.** Lessor shall be responsible for the Premises' compliance with the Americans with Disabilities Act (ADA), 42 U.S.C. 12101, et seq. In connection with this Lease, the Lessor and Tenant shall assure that no person is discriminated against on the basis of sex, race, religion, national origin or disability.
- C. Applicable Law/Venue.** The construction, interpretation and enforcement of this Lease shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Lease and the parties, and the venue shall be the First Judicial District, Laramie County, Wyoming.
- D. Assignment/Lease Not Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set forth in this Lease without the prior written consent of the other party.
- E. Availability of Funds.** Each payment obligation of the Tenant is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of this Lease, this Lease may be terminated by the Tenant at the end of the period for which the funds are available. Tenant shall notify the Lessor at the earliest possible time that the Lease will or may be affected by a shortage of funds. No penalty shall accrue to Tenant in the event this provision is exercised, and Tenant shall not be obligated or liable for any future payments due or for any damages as a result of termination under this provision. This provision shall not be construed to permit Tenant to terminate this Lease to acquire a similar rental from another party.

F. Entirety of Lease. This Lease, consisting of thirteen (13) pages, preliminary Attachment A, consisting of four (4) pages, and Attachment B, consisting of one (1) page, constitute the entire Lease Agreement between the parties and supersede all prior negotiations, representations or contracts, either written or oral.

G. Indemnification. The Lessor shall release, indemnify, and hold harmless the State, the Tenant, and their officers, agents, employees, successors and assigns from any cause of action, or claims or demands arising out of pre-existing conditions, Lessor's nondisclosure of known contamination, or Lessor's performance or failure to perform under this Lease.

H. Notice. All notices to be given with respect to this Lease shall be in writing. Each notice shall be sent by registered or certified mail, postage prepaid and return receipt requested, to the party to be notified at the address set forth above. Every notice shall be deemed to have been given at the time it shall be deposited in the United States mail in the manner prescribed herein. Nothing contained herein shall be construed to preclude personal service of any notice in the manner prescribed for personal service of a summons or other legal process.

I. Sovereign Immunity. The State of Wyoming and Tenant do not waive sovereign immunity by entering into this Lease, and specifically retain immunity and all defenses available to them as sovereigns pursuant to Wyo. Stat. § 1-39-104(a) and all other applicable law. Designations of venue, choice of law, enforcement actions, and similar provisions should not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Lease shall not be strictly construed, either against or for either party, except that any ambiguity as to sovereign immunity shall be construed in favor of sovereign immunity.

J. Termination. In addition to any other cause provided herein, whereby this Lease may be terminated, Tenant may terminate this Lease upon ninety (90) days written notice of termination. In the event that Tenant should exercise its right to terminate this Lease by provision of written notice as above provided, all prepaid rents shall be refunded to Tenant. Occupation of the Premises by Tenant for any part of a calendar month shall be deemed occupation for the entire month for the purpose of computing the refund.

K. Third Party Beneficiary Rights. The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Lease shall not be construed so as to create such status. The rights, duties and obligations contained in this Lease shall operate only between the parties to this Lease, and shall inure solely to the benefit of the parties to this Lease. The provisions of this Lease are intended only to assist the parties in determining and performing their obligations under this Lease. The parties to this Lease intend and expressly agree that only parties signatory to this Lease shall have any legal or equitable right to seek to enforce this Lease, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Lease, or to bring an action for the breach of this Lease.

L. Unlawful or Ultrahazardous Activity. Neither party shall use or occupy the Premises or any part thereof for any unlawful or ultrahazardous purpose. A violation of this section by either party shall constitute sufficient grounds for immediate termination of this Lease by the non-violating party. Tenant agrees to use the Premises in full compliance with all state and federal laws, rules and regulations, and with all city ordinances.

M. Waiver. The failure by Lessor or Tenant to insist upon the strict performance of any term or condition of this Lease, or to exercise any right, power or remedy consequent upon a breach, shall not constitute a waiver of any such breach of such term or condition. A waiver of any breach shall not affect or alter this Lease, and each and every term and condition of this Lease shall continue in full force and effect regardless of any breach.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.

12. **Signatures.** The parties to this Lease, through their duly authorized representative, have executed this Lease on the dates set out below, and certify that they have read, understand, and agree to the terms and conditions of this Lease.

The effective date of this Lease is the date of the signature last affixed to this page.

TENANT:

State of Wyoming, Department of Administration & Information, Construction Management, for itself and on behalf of the Governor of the State of Wyoming.



Mel Muldrow, Administrator

3/17/15
Date

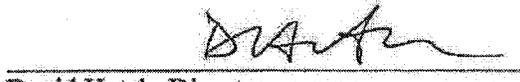


Dean Fausset, Director

3-18-15
Date

LESSOR:

Terrell Industries, LLC

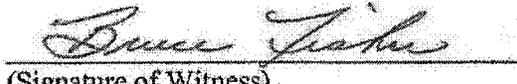


David Hatch, Director

3-16-15
Date

84-1350299
Lessor's Tax Identification Number;

WITNESS:



(Signature of Witness)

3-16-15
Date

BRUCE FISHER
(Witness' name printed)

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM



Kristin M. Nuss, Senior Assistant Attorney General

03-16-15
Date



STUDIOS
100 W. 17th Street
Cheyenne, WY

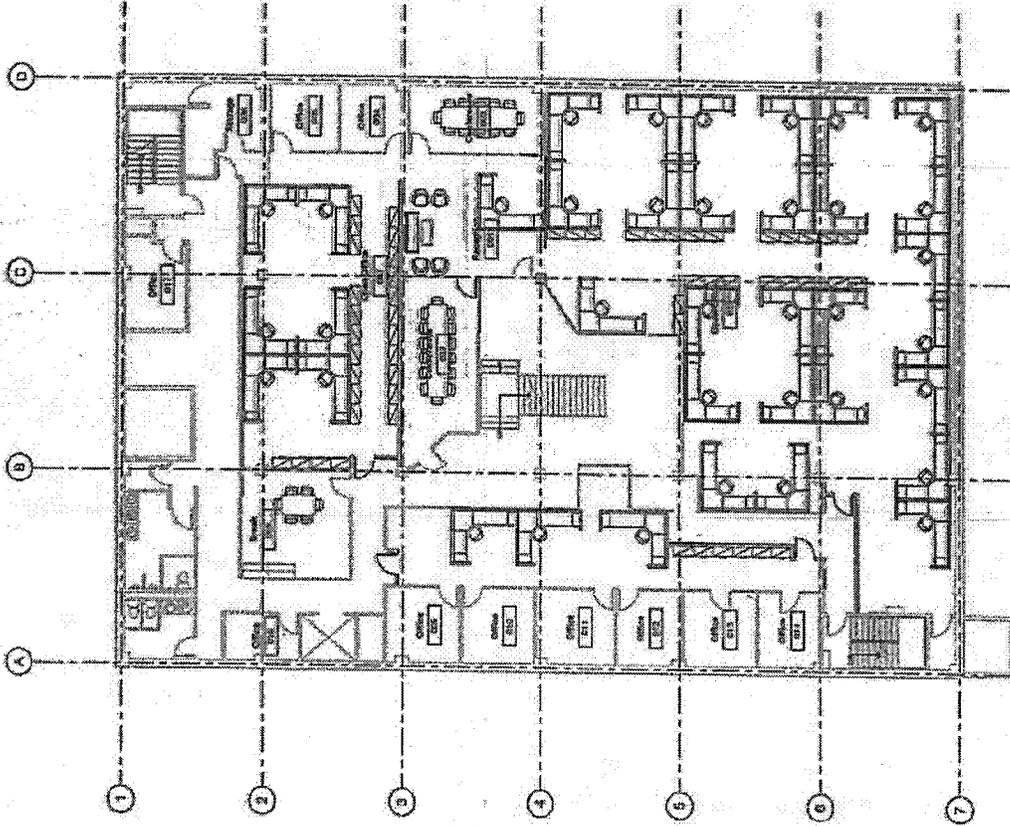
Wyoming Temporary Space

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Wyoming Temporary Space
100 W. 17th Street
Cheyenne, WY

Layer Level - Test Pit

A1.0



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Attachment A
Page 1

