

Memorandum

Leases

June 11, 2021

To: Members of the Board
From: Ricky A. Perry, Jr., Senior Analyst
Thru: Monica R. Valentine, Executive Director
Subject: **Resolution of outstanding leases-related issues** (Topic F)

INTRODUCTION

The briefing material includes staff's analysis of outstanding issues based on the April Board meeting and advance feedback received from Board and Accounting and Auditing Policy Committee (AAPC) members. The Board will deliberate and resolve outstanding leases-related omnibus issues at the meeting.

REQUEST FOR FEEDBACK BY JUNE 21

Prior to the June meeting, please review staff's analysis, recommendations, and the pre-ballot Statement and Board review copy of the TR. Please respond to the ensuing questions no later than June 21.

Please provide responses to Mr. Perry at PerryRA@fasab.gov with a cc to Ms. Valentine at ValentineM@fasab.gov.

NEXT STEPS

Staff will incorporate finalizing edits to the pre-ballot draft Statement and/or Basis for Conclusions based on feedback received in advance of and during the meeting. If instructed by the Board, staff will proceed with balloting the proposed Statement soon after the Board meeting, once finalizing edits are completed.

If necessary, staff will also return the recommended TR with any conforming changes to the AAPC and seek their re-approval and resubmission to the Board. If this occurs, the Board will be asked to review and affirmatively approve the guidance at the August meeting (see [AAPC Charter, p. 2](#)).

ATTACHMENTS

1. Staff recommendations and analyses
2. *SFFAS XX, Omnibus Amendments 2021: Leases-Related Topics*, preballot draft
3. *Technical Release XX, Implementation Guidance for Leases*, Board review copy
4. Leases project plan (*Staff note: No changes since April meeting*)

REFERENCE MATERIAL

1. [Compendium of comment letters](#)
2. [May 6 AAPC meeting materials and minutes](#)
3. [April Board meeting materials and minutes](#)
4. [SFFAS 54, unamended](#)

Staff Analysis

Leases

June 11, 2021

CONTEXT

As part of the leases implementation guidance project, the Board has identified and proposed omnibus amendments that cannot be addressed in the concurrent implementation guidance TR project.

As further discussed below, certain implementation issues and omnibus requests may lend themselves to be handled through other pronouncements or in the context of other reexaminations of existing Statements. Staff is confident that the omnibus proposals developed to-date, coupled with the implementation guidance developed by the AAPC and leases implementation task force, should address a substantial portion of—but not all—implementation issues.

SUMMARY OF RECOMMENDATIONS AND ANALYSES

Staff has implemented finalizing edits and updated the basis for conclusions of the proposed Statement based on Board discussions at the April meeting.

Staff's analysis of issues is organized in four parts:

1. Edits to the omnibus proposal since the April meeting based on Board feedback;
2. Outstanding issues which staff does not recommend omnibus actions at this time;
3. A summary of updates to the basis for conclusions; and
4. A summary of the Technical Release (TR) under review by the Board.

ANALYSIS

Part 1 – Edits to the omnibus proposal (see Attachment 2) since the April meeting

1. Staff re-sequenced the listing of Statements in the header of paragraphs 32-37 to mirror the sequence of the omnibus amendments.

As a reminder, rescinding paragraphs 7-8 of SFFAS 57 prior to further amending SFFAS 6 paragraph 18 enabled staff to present a cleaner omnibus amendment and show fewer tracked changes by amending the version paragraph 18 that preceded SFFAS 57.

2. In response to feedback from an AAPC member, staff proposes omnibus conforming amendments to paragraph 51 of SFFAS 54 as a result of proposed SFFAS 59, *Accounting and Reporting of Government Land*.

Paragraph 51 provides that the lease asset balance should be amortized based on the useful life of the underlying asset in circumstances when the lease has a purchase option that is likely to be exercised. The second sentence of paragraph 51 provides a more specific rule for such scenarios when the underlying asset is nondepreciable. However, in light of subsequent amendments to SFFAS 6, *Property, Plant and Equipment*, resulting from proposed SFFAS 59, the provisions of this rule would no longer be consistent with SFFAS 6 beginning in fiscal year 2026. Beginning in fiscal year 2026, land will become non-capitalizable.

Accordingly, staff recommends that paragraph 51 provide guidance to continue amortizing lease assets for the remainder of the lease term when there is a probable option to purchase non-capitalizable PP&E that is likely to be exercised.¹ Staff believes this accounting treatment is consistent with the original intent for proposed SFFAS 59 and SFFAS 54.

The below-identified options for making a conforming amendment to SFFAS 54, paragraph 51 are illustrated below (Note: Attachment 2 reflects Option A):

Option A: Amendments to paragraph 51 and inclusion of a clarifying discussion of proposed SFFAS 59 in a footnote. A drawback to this option would be the potential need for ongoing maintenance to the footnote based on implementation monitoring of proposed SFFAS 59.

51. If a lease contains a purchase option that the lessee has determined is probable of being exercised, the lease asset should be amortized over the useful life of the underlying asset. In that circumstance, if the underlying asset ~~is~~ will be capitalizable and nondepreciable in the reporting period the purchase option is expected to be exercised, such as land, the lease asset should not be amortized. If the underlying asset will be non-capitalizable in the reporting period the purchase option is expected to be exercised, the lease asset should be amortized over the remaining lease term.^{8A}

*FN 8A - For reporting periods beginning after September 30, 2025, underlying assets that are general-PP&E land become non-capitalizable (see SFFAS 59, *Accounting and Reporting of Government Land*). For reporting periods prior to this, land remains capitalizable and nondepreciable.*

Option B: Amendments to paragraph 51 only. The drawback to this option would be an absence of the explicit reference to proposed SFFAS 59 and general-PP&E land that is present in Option A above. **Staff recommends this option.** Staff believes this option provides for principle-based guidance that is less likely to be subject to conforming amendments and *Handbook* maintenance that may stem from monitoring the implementation of proposed SFFAS 59. Staff believes that this

¹ Staff note: Under paragraph 19.b of SFFAS 54, the lease term will reflect any probable exercising of any options to purchase the underlying asset.

option is sufficiently clear and that the TR can provide additional implementation guidance as it relates to general-PP&E land.

51. If a lease contains a purchase option that the lessee has determined is probable of being exercised, the lease asset should be amortized over the useful life of the underlying asset. In that circumstance, if the underlying asset ~~is~~ will be capitalizable and nondepreciable in the reporting period the purchase option is expected to be exercised, such as land, the lease asset should not be amortized. If the underlying asset will be non-capitalizable in the reporting period the purchase option is expected to be exercised, the lease asset should be amortized over the remaining lease term.

Option C: Minor rescission to paragraph 51 only. The drawback to making such a minor edit is that the TR would need to provide interpretive guidance that would be similar to options A and B above. Providing interpretive guidance in a level-C TR that is so extensive may be more consistent with the purposes and uses of level-A Interpretations of Federal Financial Accounting Standards.

51. If a lease contains a purchase option that the lessee has determined is probable of being exercised, the lease asset should be amortized over the useful life of the underlying asset. In that circumstance, if the underlying asset is nondepreciable, ~~such as land~~, the lease asset should not be amortized.

3. Staff updated the basis for conclusions with paragraphs A5-A9. See part 3 below.

Recommendations

Staff recommends the changes summarized under item 1 and item 2 option B above.

Questions for the Board #1-3:

1. Do Board members have any questions, concerns, or alternative views related to item 1?
2. Do Board members agree that conforming amendments to SFFAS 54, paragraph 51 are necessary in light of proposed SFFAS 59, as discussed under item 2? If so, do Board members agree with the proposed accounting treatment?
3. Do Board members agree with any of the above options (under item 2) to amend SFFAS 54, paragraph 51, or have alternative views or suggestions?

Part 2 - Outstanding issues that staff does not recommend omnibus actions at this time

4. Par. 60 of SFFAS 54 / par. 67 of TR: the interest method.

At the April Board meeting some members expressed hesitancy to explicitly require reporting entities to amortize lease receivables using the interest method in the TR. Board members expressed a desire to provide an omnibus amendment in the event that the Board wishes to require the interest method.

As a reminder, in April staff recommended no action in response to a comment from one exposure draft (ED) respondent related on this issue. The respondent had requested that the Board add the requirement that lease receivables be amortized using the interest method to paragraph 60 of SFFAS 54. Upon further review, staff does not believe an omnibus amendment is necessary, because paragraph 60 effectively requires it. Staff also does not believe it necessary to modify TR guidance stating that the interest method is required.

The language of SFFAS 54 paragraph 60 requires the interest method. Although the language does not explicitly *use* the term “interest method,” it precisely and unmistakably *describes* the interest method. The language of paragraph 60 is also consistent with GASB 87 paragraph 48.

Paragraph 60 of SFFAS 54:

60. In subsequent financial reporting periods, the lessor should calculate the amortization of the discount on the receivable and report that amount as interest revenue for the period. Any payments received should be allocated first to the accrued interest receivable and then to the lease receivable.

Similarly, paragraph 67 of the proposed TR is consistent with analogous GASB Implementation Guide 2019-3. Under the Board’s Rules of Procedure, TRs can provide guidance for applying existing Statements but may not promulgate new standards. Staff views paragraph 67 as being consistent with this rule.

Paragraph 67 of TR XX, Implementation Guidance for Leases, Board review copy:

67. Can methodologies other than the interest method, such as straight-line amortization, be used to amortize the discount on lease receivables?

Lease receivables should be amortized using the interest method. Paragraph 60 of SFFAS 54 states that lessors should calculate the amortization of the discount on the receivable and report that amount as interest revenue for the period. Any payments received should be allocated first to the accrued interest receivable and then to the lease receivable.

5. Par. 26-38 of SFFAS 54 / par. 12 of TR: inter-entity costing. One respondent and one Board member suggested that the Board consider clarifying whether SFFAS 4, *Managerial Cost Accounting Standards and Concepts*, should be applied to leases and, if so, how it should be applied (see [comment letter 23 p. 3-4](#)).

Comment letter 23 excerpt (highlighted by staff):

It is not clear that SFFAS 4, as amended by SFFAS 55, should be applied to leases – The response does not clearly explain the basis for recognizing imputed costs and revenues or explain how SFFAS 4, as amended, should interact with SFFAS 54. SFFAS 54, paragraph 26 states, in part, that “Any lease that meets the definition of an intragovernmental lease would be required to follow the accounting and disclosure guidance described in paragraphs 27–38.” Paragraphs 27 and 28 indicate that the leases should be recognized based on the provision of the contract or agreement. We note that neither paragraph 27 nor paragraph 28, (or any other paragraph in SFFAS 54) suggest that a reporting entity, for an intragovernmental lease, may use any accounting treatment other than following the provisions of the contract or agreement. If imputed costs were to be recognized for leases, lessors would be expected to provide cost information (for both owned and leased assets) for all leases so that it could be determined whether an imputed cost should be recorded. Further, it is not clear whether, if applied, this would affect all intragovernmental lessees or only those with business-type activities. We suggest that the Board consider clarifying in the lease standard whether SFFAS 4, as amended, should be applied to leases and, if so, how it should be applied. As noted above, imputed costs, if SFFAS 4 were applicable, may not be significant, but the development of reliable lessor costs could be significant.

The respondent and member are concerned that SFFAS 54 paragraph 26 does not provide for intragovernmental accounting requirements other than those enumerated under paragraphs 27-38.

Staff disagrees. While paragraphs 26-38 provide requirements for recognizing and measuring *lease expenses* on the *statement of net cost*, they do not provide (or aim to provide) requirements for recognizing and measuring *inter-entity financing sources* on the *statement of changes in net position*; guidance for recognizing and measuring inter-entity financing sources is provided under SFFAS 4.

As a reminder, staff included a specific matter for comment related to the implementation guidance question and answer to which this concern relates. The question and answer has been deliberated and refined extensively by staff, the task force, and the AAPC. Since the exposure period, no other task force members or ED respondents have conveyed similar concerns regarding the guidance reflected.

TR par. 12, Board review copy, excerpt (next page):

12. Should reporting entities apply the requirements in SFFAS 54 to leases with the public that are less than market rent and intragovernmental leases that are less than full cost?

Yes, reporting entities should apply SFFAS 54 requirements to such transactions. The definition of a lease in paragraph 2 of SFFAS 54 provides that a lease is a contract or agreement whereby one entity (lessor) conveys the right to control the use of property, plant, and equipment (PP&E) (the underlying asset) to another entity (lessee) for a period of time as specified in the contract or agreement in exchange for consideration. The right to use underlying assets in exchange for consideration, albeit under prevailing market rates, meets the description of consideration. Each party does not need to receive or give up equal value, thus the transaction should be recorded based on the terms of the lease agreement.

For inter-entity transactions (that is, intragovernmental leases), to the extent that the consideration provided is less than the full cost incurred by the lessor, the receiving entity (lessee) should determine whether to recognize the difference in its accounting records as a financing source based on SFFAS 4, *Managerial Cost Accounting Standards and Concepts* (as amended by SFFAS 55, *Amending Inter-entity Cost Provisions*), paragraphs 8-9 and 108-113A. This difference would be based on the full cost to the lessor (for example, depreciation) rather than the market rent.

On May 25, staff discussed the comment with General Services Administration (GSA) task force members. Those task force members do not share similar concerns. GSA informed staff that the scenario described in paragraph 12 of the TR is extremely rare and likely applicable to less than 6 leases in GSA's lease portfolio of over 8,000 leases.² For those handful of leases, GSA has the data necessary to provide full cost information to its customers upon request. Moreover, those task force members and the AAPC agreed that the guidance provided is the correct interpretation of generally accepted accounting principles under SFFAS 34 (provided that no Board omnibus actions are taken). Staff also notes that this guidance is consistent with the application of generally accepted accounting principles under *current* lease standards as well. In other words, this is not an implementation issue specific to leases; it is an SFFAS 4 implementation issue.

The Board recently reexamined inter-entity cost provisions and amended SFFAS 4 when it issued SFFAS 55, *Amending Inter-entity Cost Provisions*, in May 2018. The Board may elect to revisit the requirements of SFFAS 4, as amended by SFFAS 55, at a later time if deemed necessary and appropriate. With the needs for the preparer community to receive timely implementation guidance and omnibus amendments on leases in mind, staff recommends that the Board forgo additional reexaminations surrounding SFFAS 4 until a later time. When considering the ample opportunity provided to respondents to provide feedback under the specific matter for comment and task force deliberations on the guidance, staff simply does not have evidence to demonstrate that there are significant concerns here.

Additional research in the context of a more broadly-focused SFFAS 4 reexamination project may be a more appropriate and sound methodology for

²Staff expects that the applicability of this implementation issue to reporting entities would be rare, although the applicability could be more common at other reporting entities than it is at GSA.

studying the existing interactions between certain provisions in SFFAS 4 and other Statements. This may help to maintain congruity within existing Statements.

- 6. Par. 89-92 of SFFAS 54 / par. 94 of TR: sale-leasebacks.** One respondent and one Board member suggested that the Board clarify whether sale-leaseback requirements under paragraphs 89-92 of SFFAS 54 apply to intragovernmental transactions (see [comment letter 23 p. 6](#)).

Comment letter 23 excerpt:

It is not clear why there cannot be a sale or sale-leaseback for intragovernmental transactions. While paragraph 295 of SFFAS 7 discusses sales transactions with the public, other parts of SFFAS 7 discuss intragovernmental exchange transactions in similar terms (e.g., Revenue from exchange transactions should be recognized when goods or services are provided to the public or another Government entity at a price).

Further, paragraphs 89-92 may appear to be inconsistent with par. 26 that states, in part – “Any lease that meets the definition of an intragovernmental lease would be required to follow the accounting and disclosure guidance described in paragraphs 27–38.” Also, paragraphs 89-92 of SFFAS 54, in the context of intragovernmental leases, and paragraph 95 of the proposed TR appear to introduce a level of complexity for intragovernmental leases that the Board, in SFFAS 54’s basis for conclusions, may have wished to avoid.

We suggest that the Board clarify in the standard the applicability of paragraphs 89-92 of SFFAS 54, in the context of intragovernmental transactions, and the consistency of such paragraphs with par. 26 of SFFAS 54. If the Board determines to make any modifications to SFFAS 54, conforming changes should be made to the proposed TR as appropriate.

SFFAS 7, *Accounting for Revenue and Other Financing Sources*, paragraph 295, which is cited in a footnote to SFFAS 54 paragraph 89, defines the scope of transactions that qualify as a sale for purposes of applying sale-leaseback accounting under SFFAS 54. SFFAS 7 paragraph 295 applies only to transactions with the public. Accordingly, sale-leaseback accounting is applicable only to transactions with the public under SFFAS 7. Moreover, SFFAS 54 paragraph 92 provides disclosure requirements that are specific to transactions with the public, as they refer to disclosure requirements for such leases. SFFAS 54 paragraphs 89-92 do not reflect an original Board intent to subject intragovernmental sale-leasebacks to the requirements of paragraphs 89-92.

For intragovernmental transactions resembling sale-leasebacks, the “sale” transaction would potentially be accounted for separately as an intragovernmental sale (in a manner consistent with SFFAS 7, par. 314-315) and an intra-governmental lease (in manner consistent with SFFAS 54, par. 26-38). This is consistent with the general rule provided in paragraph 90 of SFFAS 54 (first sentence of the paragraph). However, there are no SFFAS 7 paragraphs cited in SFFAS 54 indicating such treatment.

Paragraphs 89-92 of SFFAS 54 (highlighted by staff):

89. Sale-leaseback transactions involve the sale of an underlying asset by the owner and a lease of the property back to the seller (original owner). A sale-leaseback should include a transaction that qualifies as a sale¹¹ to be eligible for sale-leaseback accounting. A sale-

¹¹ See SFFAS 7, *Accounting for Revenue and Other Financing Sources and Concepts for Reconciling Budgetary and Financial Accounting*, par. 295.

[SFFAS 54 page break]

leaseback transaction that does not include a transaction that qualifies as a sale should be accounted for as a borrowing by both the seller-lessee and the buyer-lessor.

90. The sale and lease portions of a sale-leaseback transaction should be accounted for as two separate transactions—a sale transaction and a lease transaction—except that the difference between the carrying value of the capital asset that was sold and the net proceeds from the sale should be reported as a deferred revenue or deferred expense to be recognized in the statement of net cost in a systematic and rational manner over the term of the lease. However, if the lease portion of the transaction qualifies as a short-term lease, any difference between the carrying value of the capital asset that was sold and the net proceeds from the sale should be recognized immediately.
91. A sale-leaseback transaction is considered to have off-market terms if there is a significant difference between (a) the sales price and the estimated fair value of the asset or (b) the present value of the contractual lease payments and the estimated present value of what the lease payments for that asset would be at a market price, whichever of the two differences is more readily determinable. The difference should be reported based on the substance of the transaction (for example, as a borrowing, a nonexchange transaction, or an advance lease payment) rather than as a part of the sales-leaseback transaction.
92. A seller-lessee should disclose the terms and conditions of sale-leaseback transactions in addition to the disclosures required of a lessee (par. 54). A buyer-lessor should provide the disclosures required of a lessor (par. 67).

Paragraphs 314-315 of SFFAS 7:

Exchange transactions—intragovernmental: revenue

314. Intragovernmental sales of goods and services by a revolving fund.—The cost of providing goods or services by a revolving fund is defrayed in whole or in part by selling the goods or services provided. Intragovernmental sales may be made by an organization that maintains either an intragovernmental revolving fund (such as the Defense Business Operations Fund) or a public enterprise revolving fund (such as the Postal Service). Each party receives and sacrifices something of value. The proceeds are an exchange revenue.
315. Intragovernmental sales of goods and services by a fund other than a revolving fund.—The cost of providing goods or services is defrayed in whole or in part by selling the goods or

[SFFAS 7 page break]

services provided. Each party receives and sacrifices something of value. The proceeds are an exchange revenue.

Staff recommends that the Board research opportunities to address intragovernmental sale-leasebacks through a review of the interactions between

SFFAS 7 and SFFAS 54 paragraphs 89-92. Based on that review, staff recommends that the Board take subsequent omnibus or interpretive actions.

Intragovernmental transactions that could fall under sale-leaseback requirements (provided an omnibus amendment is made) are anticipated to be infrequent. Moreover, the resulting accounting under the GAAP hierarchy appears as though it may be similar regardless of whether or not intragovernmental leases are subject to those paragraphs.

Including this issue in a subsequent omnibus action would provide staff with sufficient time to study the interplay between SFFAS 7, paragraphs 314-315 (and others) and the requirements in SFFAS 54 paragraphs 89-92 outside of the general rule in paragraph 90. Otherwise, the issuance of the omnibus may be delayed, as omnibus actions in this pronouncement could result in a need for re-exposure.

- 7. Par. 70-93 of SFFAS 54: scope and applicability of guidance.** Some respondents and one AAPC member asked that the Board consider opportunities to provide clarifying omnibus amendments to the scope and applicability of paragraphs 70-93 of SFFAS 54 to short-term leases, intragovernmental leases, and/or lease assets. Staff believes that the scope and applicability of these paragraphs is sufficiently and appropriately clear, as discussed below.

S54 par.	Section	Staff Analysis
70-71	Lease incentives and lease concessions	<p>Par. 70 is a repeat of par. 9-10, which are definitions. The paragraph applies can apply to all types of leases and does not provide guidance for a specific type of lease.</p> <p>Par. 71 provide additional guidance for measuring lease liabilities (and lease assets) and lease receivables (for lessors). The second half of the paragraph is redundant to par. 11-12, which are definitions. This portion of the paragraph can apply to all types of leases and does not provide guidance specific type of lease. The applicability of the first portion of the paragraph is unmistakable—particularly in light of the specific references to the guidance for leases other than short-term leases and intragovernmental leases. No omnibus actions are necessary.</p>
72-77	Contracts or agreements with multiple components	These paragraphs are not specific to any type of lease. Staff believes this is abundantly clear in SFFAS 54, because the guidance discusses leases broadly and does not mention or allude to any guidance specific to a certain type of lease. No omnibus actions are necessary.
78-79	Contract or agreement combinations	

80-86	Lease terminations and modifications	<p>Par. 80-81 are not particularly useful in the context of accounting for intragovernmental and short-term leases. Par. 23-38 provide the necessary guidance but do not conflict with par. 80-81.</p> <p>Par. 82-86 are unmistakably applicable to lease assets based on the plain language in SFFAS 54. No omnibus actions are necessary.</p>
87-88	Subleases	<p>These paragraphs are critical and unmistakably apply to all types of leases. In light of certain sentences in these paragraphs instructing sublessees to apply the “general lessee guidance,” the Board’s intent could be misconstrued if interpreted pedantically. In light of this, the AAPC included par. 90 in the TR to provide clarification. No omnibus actions are necessary.</p>
89-92	Sale-leasebacks	<p>The AAPC included par. 94 in the TR to provide clarification. No omnibus actions are necessary (provided that the Board elects to take omnibus or interpretive actions under item 6 above at a later time).</p>
93	Lease-leasebacks	<p>The AAPC included par. 97 in the TR to provide clarification. No omnibus actions are necessary.</p>

Recommendations

Staff recommends no omnibus actions on items 4-7 above at this time. Staff recommends including item 6 in a subsequent omnibus or interpretive action.

Question for the Board #4:

4. Do members wish to provide feedback on items 4-7 above or wish to raise other issues that they believe require omnibus action at this time?

Note: Members with feedback to take omnibus actions are asked to provide specific omnibus proposals to staff. Members with reservations of forgoing certain omnibus actions are also asked to provide the basis for their reservations and/or discuss them with staff in advance of the meeting to facilitate deliberations and staff preparations for the meeting.

Part 3 - A summary of updates to the basis for conclusions (Attachment 2)

Staff updated the basis for conclusions post-ED as follows:

- Adding paragraphs A5-A6, which summarize outreach and resolution methodology.
- Adding paragraph A7, which summarizes Board actions and omnibus improvements based on ED respondent feedback.
- Adding paragraph A8, which summarizes key areas of ED respondent feedback for which no omnibus actions were taken and why.

The language in paragraph A8 is based on the assumption that members agree with staff's analysis and recommendations in items 4-7 above. Staff can further revise A8 based on Board decisions, Board edits, and deliberations at the June meeting.

- Adding paragraph A9, which summarizes Board plans to further monitor implementation and its views regarding the usefulness of the implementation guidance. Staff can further revise A9 based on Board decisions, Board edits, and deliberations at the June meeting.
- Paragraph A10 will be written based on the staff policy manual after ballots are collected. Board approval of paragraph A10 is not necessary.

Question for the Board #5:

5. Do Board members have any edits or comments on the basis for conclusions updates? If so, please provide edits in advance of the meeting to facilitate staff preparation.

Part 4 – Summary of Technical Release (Attachment 3) under Board Review:

The AAPC met on May 6, 2021, to discuss and make additional finalizing edits to the TR. Soon after, staff distributed a pre-ballot copy to the Committee. After completing pre-ballot edits, the AAPC contingent approved the TR for submission to the Board.

The Committee contingently approved the TR in light of the concurrent omnibus project. The AAPC is aware that additional TR edits may be necessary if the Board elects to further modify the omnibus. In that event, the TR will be sent back to the AAPC for conforming edits. The Committee will then re-submit the TR after completing and approving those edits. In the absence of additional conforming edits being necessary, the AAPC recommends that the Board approve the TR.

In the event that the Board does not provide significant edits to the pre-ballot omnibus Statement at the June meeting (or if the Board makes minor edits that would not affect the TR), members will be asked to affirmatively approve the TR at the June meeting as well.

Recommendations

Staff recommends that the Board affirmatively approve the TR at the June meeting (before the expiration of the 45-day review period).

Question for the Board #6:

6. Do Board members have any questions about the TR? If so, please provide those questions to staff in advance of the meeting to facilitate staff preparation.



Federal Accounting Standards Advisory Board

OMNIBUS AMENDMENTS 2021

LEASES-RELATED TOPICS

Statement of Federal Financial Accounting Standards XX

Pre-ballot draft

Month DD, 2021

THE FEDERAL ACCOUNTING STANDARDS ADVISORY BOARD

The Secretary of the Treasury, the Director of the Office of Management and Budget (OMB), and the Comptroller General of the United States established the Federal Accounting Standards Advisory Board (FASAB or “the Board”) in October 1990. FASAB is responsible for promulgating accounting standards for the United States government. These standards are recognized as generally accepted accounting principles (GAAP) for the federal government.

Accounting standards are typically formulated initially as a proposal after considering the financial and budgetary information needs of citizens (including the news media, state and local legislators, analysts from private firms, academe, and elsewhere), Congress, federal executives, federal program managers, and other users of federal financial information. FASAB publishes the proposed standards in an exposure draft for public comment. In some cases, FASAB publishes a discussion memorandum, invitation for comment, or preliminary views document on a specific topic before an exposure draft. A public hearing is sometimes held to receive oral comments in addition to written comments. The Board considers comments and decides whether to adopt the proposed standards with or without modification. After review by the three officials who sponsor FASAB, the Board publishes adopted standards in a Statement of Federal Financial Accounting Standards. The Board follows a similar process for Statements of Federal Financial Accounting Concepts, which guide the Board in developing accounting standards and formulating the framework for federal accounting and reporting.

Additional background information and other items of interest are available at www.fasab.gov:

- [Memorandum of Understanding](#) among the Government Accountability Office, the Department of the Treasury, and the Office of Management and Budget, on Federal Government Accounting Standards and a Federal Accounting Standards Advisory Board
- [Mission statement](#)
- [Documents for comment](#)
- [Statements of Federal Financial Accounting Standards and Concepts](#)
- [FASAB newsletters](#)

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SUMMARY

This Statement of Federal Financial Accounting Standards (SFFAS) amend paragraphs in SFFAS 54, *Leases*; SFFAS 57, *Omnibus Amendments 2019*; SFFAS 5, *Accounting for Liabilities of the Federal Government*; and SFFAS 6, *Accounting for Property, Plant, and Equipment*.

In August 2019, the Accounting and Auditing Policy Committee (AAPC)—which operates under the general oversight of the Federal Accounting Standards Advisory Board (FASAB or “the Board”)—undertook a project to develop proposed implementation guidance for SFFAS 54 as a Technical Release. During the course of the project, implementation issues were identified that are best addressed through omnibus amendments to leases guidance, mostly clarifying in nature, rather than through a Technical Release. The issues noted required modifications to the existing Statements to provide clarity and address areas of concern.

This Statement addresses those issues by clarifying ~~ambiguities~~ and improving consistency throughout SFFAS 54, ~~SFFAS 5, SFFAS 6, and SFFAS 57~~, SFFAS 5, and SFFAS 6 with omnibus amendments. It also amends and rescinds certain requirements in SFFAS 54 that were determined to be less likely to yield meaningful information.

MATERIALITY

The provisions of this Statement need not be applied to information if the effect of applying the provision(s) is immaterial.¹ A misstatement, including omission of information, is material if, in light of surrounding facts and circumstances, it could reasonably be expected that the judgment of a reasonable user relying on the information would change or be influenced by the correction or inclusion of the information. Materiality should be evaluated in the context of the specific reporting entity. Determining materiality requires appropriate and reasonable judgment in considering the specific facts, circumstances, size, and nature of the misstatement. Consequently, after quantitative and qualitative factors are considered, materiality may vary by financial statement, line item, or group of line items within an entity.

¹ Refer to Statement of Federal Financial Accounting Concepts 1, *Objectives of Federal Financial Reporting*, chapter 7, titled *Materiality*, for a detailed discussion of the materiality concepts.

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DRAFT

STANDARDS

SCOPE

1. This Statement applies to federal entities that present general purpose federal financial reports, including the consolidated financial report of the U.S. Government (CFR), in conformance with generally accepted accounting principles (GAAP), as defined by paragraphs 5 through 8 of Statement of Federal Financial Accounting Standards (SFFAS) 34, *The Hierarchy of Generally Accepted Accounting Principles, Including the Application of Standards Issued by the Financial Accounting Standards Board*.
2. This Statement amends SFFAS 54, *Leases*; ~~SFFAS 57, *Omnibus Amendments 2019*~~; SFFAS 5, *Accounting for Liabilities of the Federal Government*; ~~and~~ SFFAS 6, *Accounting for Property, Plant, and Equipment*; ~~and SFFAS 57, *Omnibus Amendments 2019*~~, by providing necessary technical corrections and clarifications, along with other omnibus changes.

AMENDMENTS TO SFFAS 54

3. Paragraph 5.a of SFFAS 54 is amended as follows:

5. This Statement does not apply to

5.a accounting for leases of assets prior to the commencement of the lease term, such as during under-construction periods or ^{2A}

FN 2A - For leases other than short-term leases and intragovernmental leases, the lessee would account for payments prior to commencement of the lease term as advances paid in contemplation of the future receipt of the lease asset. The lessor would account for receipts prior to commencement of the lease term as advances received. These advances would be accounted for in a manner consistent with SFFAS 1, *Accounting for Selected Assets and Liabilities*, par. 57-61, prior to the lease commencement date. Such advances would be considered assets of the lessee and liabilities of the lessor. At lease commencement, the lessee would then reclassify the asset and include it in the measurement of the lease asset in accordance with SFFAS 54 par. 49, and the lessor would reclassify the advances received as unearned revenue in accordance with par. 64.b.

4. Paragraph 7 of SFFAS 54 is amended as follows:

7. **Short-Term Lease** – A short-term lease is a non-intragovernmental lease with a lease term (as defined in par. 14-21) of 24 months or less.

5. Paragraph 10 of SFFAS 54 is amended as follows:

10. **Lease Concessions** – Lease concessions are rent discounts made by the lessor to entice the lessee to sign a lease. For example, lease concessions may include rent holidays/free rent periods, or reduced rents, or commission credits.

6. Paragraph 20 of SFFAS 54 is amended as follows:

20. At the commencement of a lease term, lessors and lessees should assess all factors relevant to the likelihood that the lessee or lessor will exercise options identified in paragraphs 15-19, whether these factors are contract or agreement based, underlying asset based, market based, or federal specific. The assessment often will require the consideration of a combination of these interrelated factors. Examples of factors to consider include, but are not limited to, the following: ...

7. Paragraph 21.d of SFFAS 54 is added as follows:

21. Lessors and lessees should reassess the lease term only if one or more of the following events occur:

21.d A lease modification that amends the noncancelable period and results in remeasurement in accordance with paragraphs 85-86.

8. Paragraph 22 of SFFAS 54 is amended as follows:

22. A short-term lease is a non-intragovernmental lease with a lease term (as defined in par. 14-21) of 24 months or less.

9. Paragraph 23 of SFFAS 54 is amended as follows:

23. A lessee should recognize short-term lease payments as an expense based on the payment provisions of the contract or agreement and standards regarding recognition of accounts payable and other related amounts. The lessee should recognize an asset if payments are made in advance of the reporting period to which they relate or a liability for rent due if payments are made subsequent to that and unpaid at the end of the reporting period to which they relate. Rental increases, rental decreases, lease incentives, and lease concessions should be recognized when incurred as increases/reductions to lease rental expense. The lessee should recognize lease incentives and lease concessions (for example, a rent holiday period of one or more months free) as reductions of lease rental expense on a straight-line basis over the lease term.

10. Paragraph 24 of SFFAS 54 is amended as follows:

24. A lessor should recognize short-term lease payments as revenue based on the payment provisions of the contract or agreement and standards regarding recognition of accounts receivable and other related amounts. The lessor should recognize a liability if payments are received in advance of the reporting period to which they relate or an asset for rent due and to be received subsequent to the if payments are received subsequent to that reporting period to which they relate. Rental increases, rental decreases, lease incentives, and lease concessions should be recognized when incurred as increases/reductions to lease rental income. The lessor should recognize any lease incentive or concession (for example, a rent holiday period with one or more months free) as reductions of lease rental income on a straight-line basis over the lease term.

11. Paragraph 25 of SFFAS 54 is amended as follows:

25. A contract or agreement that (a) transfers ownership of the underlying asset to the lessee by the end of the contract or agreement and (b) does not contain options to terminate (par. 14-19), but that may contain an availability of funds or cancellation clause that is not probable of being exercised (par. 19.c), should be reported as a purchase of that asset by the lessee or as a financed sale of the asset by the lessor.⁵

FN 5 – See SFFAS 6, Accounting for Property, Plant, and Equipment, par. 26A.

12. Paragraph 29 of SFFAS 54 is amended as follows:

29. Rental increases/decreases may be fixed in the lease and take place with the passage of time (for example, be based on such factors as anticipated increases/decreases in costs or anticipated appreciation/depreciation in property values, but the amount of the increase/decrease is specified in the lease) or they may be contingent on future events.

13. Paragraph 30 of SFFAS 54 is amended as follows:

30. Rental increases/decreases may also be variable and based on future changes in specific economic factors on which lease payments are based, for example, future sales or usage activity levels or future inflation/deflation (tied to a specific economic indicator where the specific amount of the change is not known).

14. Paragraph 31 of SFFAS 54 is amended as follows:

31. ~~If the lease provides for rental increases, a lessee~~ Rental increases, rental decreases, lease incentives, and lease concessions should be recognized by the lessee and lessor when incurred the expense in the period as increases/reductions to lease rental expense and income, respectively of the increase.

15. Paragraphs 32-33 of SFFAS 54 are rescinded.

16. Paragraph 37.b of SFFAS 54 is amended as follows:

37. Lessees should disclose the following regarding intragovernmental lease activities (which may be grouped for purposes of disclosure):

37.b Annual lease expense in total and by major underlying asset leased PP&E category.

17. Paragraph 38.a of SFFAS 54 is amended as follows:

38. Lessors should disclose the following regarding intragovernmental lease activities (which may be grouped for purposes of disclosure):

38.a A general description of significant leases, ~~including a breakdown of the number of leases with federally owned assets and privately owned assets~~

18. Paragraph 39 of SFFAS 54 is amended as follows:

39. At the commencement of the lease term, a lessee should recognize a lease liability and a ~~PP&E~~-right-to-use lease asset (hereinafter referred to as the lease asset), except as provided in paragraphs 22-24 (short-term leases), paragraph 25 (contracts or agreements that transfer ownership), and paragraph ~~s~~ 26-38 (intragovernmental leases).

19. Paragraph 42 of SFFAS 54 is amended as follows:

42. The future lease payments should be discounted using the interest rate the lessor charges the lessee, ~~which may be the interest rate implicit in the lease~~. If the interest rate ~~is not stated in the lease cannot be reasonably estimated by the lessee~~, the **lessee's estimated incremental borrowing rate**⁷ (the estimated rate that would be charged for borrowing the lease payment amounts for the lease term) should be used.

FN 7 - A federal lessee's incremental borrowing rate would be the Department of the Treasury borrowing rate for securities of similar maturity to the term of the lease unless the entity has its own borrowing authority.

20. Paragraph 51 of SFFAS 54 is amended as follows:

51. If a lease contains a purchase option that the lessee has determined is probable of being exercised, the lease asset should be amortized over the useful life of the underlying asset. In that circumstance, if the underlying asset ~~is~~ will be capitalizable and nondepreciable in the reporting period the purchase option is expected to be exercised, such as land, the lease asset should not be amortized. If the underlying asset will be non-capitalizable in the reporting period the purchase option is expected to be exercised, the lease asset should be amortized over the remaining lease term.^{8A}

FN 8A - For reporting periods beginning after September 30, 2025, underlying assets that are general PP&E land become non-capitalizable (see SFFAS 59, *Accounting and Reporting of Government Land*). For reporting periods prior to this, land remains capitalizable and nondepreciable.

21. Paragraphs 52-53 of SFFAS 54 are amended as follows:

52. The lease asset generally should be adjusted by the same amount when the ~~corresponding~~ lease liability is remeasured based on paragraphs ~~s~~ 44-48. However, if this change reduces the carrying value of the lease asset to zero, any remaining amount should be reported in the statement of net cost as a gain. Changes arising from amendments to a lease contract or agreement should be accounted for under the provisions of paragraphs 80-86 for lease modifications and terminations.

53. Leased assets ~~classified as PP&E~~ are subject to SFFAS 44, *Accounting for Impairment of General Property, Plant, and Equipment Remaining in Use*. The presence of impairment indicators (described in par. 8-15 of SFFAS 44) with respect to the underlying asset may result in a change in the manner or duration of use of the lessee's rights to obtain and control access to economic benefits and services derived from the underlying asset and the application of SFFAS 44. The change in the manner or duration of use of the underlying asset is an indicator that the ~~right of use lease~~ asset may be impaired (~~SFFAS 44, par.12~~). If impaired, the lease asset should be reduced first for any change in the corresponding lease liability resulting from remeasurement under paragraphs 44-48 of SFFAS 54 or modifications or

terminations under paragraphs 80-86 of SFFAS 54. Any remaining amount should be recognized as an impairment loss. Paragraphs 16-25 of SFFAS 44 provide criteria for testing for impairment, along with recognizing, reporting, and disclosing impairment losses. This guidance should be applied to lease assets to the extent that impairment losses exceed any reduction to the lease liability and lease asset that may stem from the impairment.

~~FN 9—SFFAS 44, Accounting for Impairment of General Property, Plant, and Equipment Remaining in Use, par. 18-25.~~

22. Paragraph 54 of SFFAS 54 is amended as follows:

54. Lessees should disclose the following regarding lease activities (which may be grouped for purposes of disclosure), other than short-term leases, contracts or agreements that transfer ownership, and intragovernmental leases: ...

23. Paragraph 54.a of SFFAS 54 is amended as follows:

54.a A general description of its leasing arrangements, including ~~i—the basis, terms, and conditions on which variable lease payments not included in the lease liability are determined~~

ii. the existence, terms, and conditions of residual value guarantees provided by the lessee

24. Paragraph 54.b of SFFAS 54 is amended as follows:

54.b The total amount of lease assets and the related accumulated amortization, to be disclosed separately from ~~other~~ PP&E assets

25. Paragraph 59 of SFFAS 54 is amended as follows:

59. The future lease payments to be received should be discounted using the rate the lessor charges the lessee, ~~which may be the interest rate implicit in the lease. Lessors are not required to apply imputed interest but may do so as a means of determining the interest rate implicit in the lease. If the interest rate is not stated in the lease, the lessor's estimated incremental borrowing rate should be used.~~^{9A}

FN 9A - A federal lessor's incremental borrowing rate would be the Department of the Treasury borrowing rate for securities of similar maturity to the term of the lease unless the entity has its own borrowing authority.

26. Paragraphs 64-65 of SFFAS 54 are amended as follows. The term “deferred revenue” is also replaced by “unearned revenue” elsewhere in SFFAS 54, including paragraphs 55, 83, 86, and 90.

Unearned ~~Deferred~~ Revenue

64. A lessor initially should measure the unearned ~~deferred~~ revenue to include the following: ...

65. A lessor subsequently should ~~amortize-recognize~~ the ~~unearned deferred~~ revenue, recognizing it as earned revenue, in a systematic and rational manner over the term of the lease. The ~~unearned deferred~~ revenue generally should be adjusted using the same amount as the change resulting from the remeasurement of the lease receivable as discussed in paragraphs 61–63. However, if the change reduces the carrying value of the unearned revenue to zero, any remaining amount should be reported in the statement of net cost as a loss.

27. Paragraph 67 of SFFAS 54 is amended as follows:

67. Lessors should disclose the following regarding lease activities (which may be grouped for purposes of disclosure), other than short-term leases, contracts or agreements that transfer ownership, and intragovernmental leases: ...

28. Paragraph 69.b of SFFAS 54 is amended as follows:

69. If applicable, the financial report of the U.S. Government should disclose the following regarding its lease activities:

b. The total amount of lease assets, and the related accumulated amortization, to be disclosed separately from ~~other~~ PP&E assets ...

29. Paragraph 70 of SFFAS 54 is amended as follows:

Lease incentives include lessor payments made to or on behalf of the lessee to entice the lessee to sign a lease. Lease incentives may include up-front cash payments to the lessee, for example, moving costs, termination fees to lessee's prior lessor, or lessor's assumption of the lessee's lease obligation under a different lease with another lessor. Lease concessions are rent discounts made by the lessor to entice the lessee to sign a lease. For example, L-lease concessions may include rent holidays/free rent periods, or reduced rents, or commission credits.

30. Paragraph 71 of SFFAS 54 is amended as follows:

71. Lease incentives and lease concessions reduce the amount that a lessee is required to pay for a lease. For leases other than short-term leases and intragovernmental leases, L-lease incentives and lease concessions that provide payments to, or on behalf of, a lessee at or before the commencement of a lease term are included in initial measurement by directly reducing the amount of the lease asset (par. 49). Lease incentive and lease concession payments to be provided after the commencement of the lease term should be accounted for by lessees and lessors as reductions of lease payments for the periods in which the incentive or concession payments will be provided. Those payments should be measured by lessees consistently with the lessee's lease liability (par. 40-48) and by lessors consistently with the lessor's lease receivable (par. 56-63). Accordingly, lease incentive and lease concession payments to be provided after the commencement of the lease term are included in initial measurement and any remeasurement if they are fixed or fixed in substance, whereas variable or contingent lease incentive or lease concession payments are not included in initial measurement. Lessor improvements that are made to or on behalf of the lessee without additional cost to the lessee should be accounted for by the lessee and the lessor consistent with other

lease incentives and lease concessions. As leasehold improvements are paid for (financed) by the lessee, leasehold improvements would not be considered a lease incentive or concession received from the lessor.^{10A}

[FN 10A - The treatment of lease incentives and lease concessions is addressed in par. 23-24 for short-term leases and par. 31 for intragovernmental leases.](#)

31. Paragraph 93 of SFFAS 54 is amended as follows:

93. In a lease-leaseback transaction, an asset is leased by one party (first party) to another party and then leased back to the first party. The leaseback may involve an additional asset (such as leasing a building that has been constructed by a developer on land owned by and leased back to a federal entity) or only a portion of the original asset (such as leasing back only one floor of a building to the owner). A lease-leaseback transaction should be displayed in the financial statements accounted for as a net transaction. Both parties to a lease-leaseback transaction should disclose the amounts of the lease and the leaseback separately.

AMENDMENTS TO SFFAS 57, SFFAS 5, AND SFFAS 6, AND SFFAS 57

32. Paragraphs 7 and 8 of SFFAS 57, *Omnibus Amendments 2019*, are rescinded.

33. Paragraph 15 of SFFAS 57 is amended as follows:

15. Paragraphs 3 through ~~6-8~~, 11, and 12 of this Statement are effective for reporting periods beginning after September 30, 2023. Early adoption is not permitted.

34. Paragraph 43A is added to SFFAS 5, *Accounting for Liabilities of the Federal Government*, as follows:

[Contracts or Agreements That Transfer Ownership^{20A}](#)

[43A. The amount to be recorded as a liability under a contract or agreement that transfers ownership shall be equal to the amount that would otherwise be recognized as a lease liability at the commencement of the lease term \(see SFFAS 54 par. 40-48\).](#)

[FN 20A – See SFFAS 54 par. 25.](#)

35. Paragraph 18 of SFFAS 6, *Accounting for Property, Plant, and Equipment*, is amended as follows:

18. Property, plant, and equipment also includes:

- ~~assets acquired through capital leases (See paragraph 20), including leasehold improvements;~~ Leasehold improvements;
- Property owned by the reporting entity in the hands of or leased to others (e.g., state and local governments, colleges and universities, or Federal contractors);

- Land rights that do not meet the definition of a lease,¹⁸ and
- Contracts or agreements that transfer ownership^{18A}

FN 18 - "Land rights" are interests and privileges held by the entity in land owned by others, such as leaseholds, easements, water and water power rights, diversion rights, submersion rights, rights-of-way, and other like interests in land.

FN 18A – See SFFAS 54 par. 25.

36. Paragraph 19A is added to SFFAS 6 as follows:

19A. Property, plant, and equipment also excludes lease assets and land rights that meet the definition of a lease under SFFAS 54, *Leases*.

37. Paragraph 26A is added to SFFAS 6 as follows:

26A. The cost of general PP&E acquired through a contract or agreement that transfers ownership shall be equal to the amount that would otherwise be recognized as a lease asset at the commencement of the lease term (see SFFAS 54 par. 49).

EFFECTIVE DATE

38. The requirements of this Statement are effective for reporting periods beginning after September 30, 2023.

The provisions of this Statement need not be applied to information if the effect of applying the provision(s) is immaterial. Refer to Statement of Federal Financial Accounting Concepts 1, *Objectives of Federal Financial Reporting*, chapter 7, titled *Materiality*, for a detailed discussion of the materiality concepts.

APPENDIX A: BASIS FOR CONCLUSIONS

This appendix discusses some factors considered significant by Board members in reaching the conclusions in this Statement. It includes the reasons for accepting certain approaches and rejecting others. Individual members gave greater weight to some factors than to others. The standards enunciated in this Statement—not the material in this appendix—should govern the accounting for specific transactions, events, or conditions.

This Statement may be affected by later Statements. The FASAB Handbook is updated annually and includes a status section directing the reader to any subsequent Statements that amend this Statement. The authoritative sections of the Statements are updated for changes. However, this appendix will not be updated to reflect future changes. The reader can review the basis for conclusions of the amending Statement for the rationale for each amendment.

PROJECT HISTORY

- A1. Statement of Federal Financial Accounting Standards (SFFAS) 54, *Leases*, was issued in April 2018 with an effective date for reporting periods beginning after September 30, 2020. The effective date was later amended by SFFAS 58, *Deferral of the Effective Date of SFFAS 54, Leases*, to reporting periods beginning after September 30, 2023.
- A2. In August 2019, the Federal Accounting Standards Advisory Board (FASAB or “the Board”) and the Accounting and Auditing Policy Committee (AAPC or “the Committee”) commenced projects on their technical agendas to identify implementation challenges and develop guidance related to SFFAS 54.
- A3. The AAPC assembled a large group of task force members—over 100 stakeholders—as a means of crowdsourcing the identification and analysis of a wide breadth of potential SFFAS 54 implementation topics. The task force provided input to project staff by:
 - a. Reviewing project staff’s content analysis of questions and answers contained in Governmental Accounting Standards Board (GASB) *Implementation Guide 2019-3, Leases*, and determining the extent to which each question and answer contained therein was applicable in the federal context.¹
 - b. Suggesting implementation topics not addressed in GASB 2019-3.
 - c. Identifying and discussing potential omnibus SFFAS amendment candidates that may need to be issued in tandem with the implementation guidance for purposes of providing clarification or closing loopholes. Such candidates were then relayed to FASAB for its consideration.
 - d. Providing editorial and technical comments and illustrative examples on draft versions of implementation guidance questions and answers developed by staff. The working

¹The GASB material is copyrighted by the Financial Accounting Foundation (FAF), 401 Merritt 7, P.O. Box 5116, Norwalk, CT 06856-5116, and was used with permission. Complete copies of the documents are available from the FAF.

drafts were developed and reviewed, by topic area, over the course of several task force meetings organized by project staff.

- A4. In June and August 2020, the Board discussed omnibus amendments candidates identified by project staff and the task force to include in the exposure draft. The major points of discussion included:
- a. Clarifying the treatment of assets under construction, including payments prior to the commencement of the lease term, in the context of the scope exclusion enumerated in paragraph 5.a. of SFFAS 54. The Board agreed to make clarifying edits to the scope exclusion in the proposal.
 - b. Potential options for amending paragraph 19.a of SFFAS 54 to require detailed analyses of those cancelable periods that are, in substance, unlikely to be canceled by either the lessee or the lessor. After additional research and discussions, the Board concluded that paragraph 19.a should remain unamended. Board members noted that revising the paragraph would likely result in undue costs and preparer burdens. Moreover, the Board believes that reporting entities and their counterparties often have sufficient disincentives that deter them from prevalently engaging in significant off-balance-sheet financing through use of cancelable periods.
 - c. The Board agreed to propose clarifying amendments to address step rent decreases throughout the Statement.
 - d. The Board agreed to propose the rescission of certain disclosure requirements reflected in paragraphs 38.a and 54.a.ii of SFFAS 54 to alleviate the associated challenges and costs in implementing such requirements. After additional research and deliberations, members agreed that those requirements did not generally meet the qualitative characteristics of useful financial information. For example, members believed that the compilation and presentation of such information would not be consistent, comparable, or provide sufficient feedback or predictive value to decision-makers.
 - e. The Board agreed to maintain the current discount rate guidance in paragraph 42 of SFFAS 54 and to propose the addition of comparable language for lessors in paragraph 59 with respect to use of estimated incremental borrowing rates when the interest rate of a lease cannot be reasonably estimated.
 - f. The Board agreed to propose numerous clarifying amendments to paragraph 53 of SFFAS 54 to facilitate consistent and correct application of the requirements in SFFAS 54 and SFFAS 44, *Accounting for Impairment of General Property, Plant, and Equipment Remaining in Use*, when impairment indicators are present with respect to assets underlying a lease.
 - g. The Board agreed to propose clarifying amendments related to the classification of lease assets by striking the term “PP&E” in SFFAS 54 and SFFAS 57, *Omnibus Amendments 2019*, in certain locations where use of the term implies that lease assets—rather than the underlying assets—are PP&E. The Board discussed the potential benefits to defining intangible assets but agreed that the most appropriate mechanism for doing so would be in a separate project focused on intangibles. The

Board also agreed to propose amendments to SFFAS 6, *Accounting for Property, Plant, and Equipment*, to clarify that PP&E would not include lease assets or land rights that meet the definition of a lease.

SUMMARY OF OUTREACH AND RESPONSES

- A5. The Board released an exposure draft (ED) proposal on November 2, 2020, for public comment, with comments requested by February 5, 2021. The proposal was released as a joint ED in tandem with an ED for a proposed Federal Financial Accounting Technical Release (TR) to provide implementation guidance on leases. Upon release of the ED, FASAB notified constituents through the FASAB website and listserv, the Federal Register, and FASAB newsletter. FASAB also provided news releases to its press contacts, including various news organizations and committees of professional associations generally commenting on EDs in the past. To encourage responses, a reminder notice was provided to FASAB's listserv near the comment deadline.
- A6. Twenty-five comment letters were received in response to the joint ED. Respondents were generally supportive of the proposed Statement. In response to comment letters, the Board identified and agreed upon several improvements and changes to the proposal. Board comments and changes were coordinated between the Accounting and Auditing Policy Committee (AAPC) and the Board where appropriate to ensure consistency across the concurrent projects.
- A7. Improvements and additional omnibus changes included:
- a. Clarifying that short-term leases (par. 22-24 of SFFAS 54) are non-intragovernmental leases with a lease term of 24 months or less. For intragovernmental leases with a lease term of 24 months or less, paragraphs 26-38 of SFFAS 54 apply.
 - b. Clarifying the definition of lease concessions in paragraphs 10 and 70 of SFFAS 54. The Board also elected to remove the requirements to straight-line lease incentives and lease concessions for short-term and intragovernmental leases.
 - c. Removing the implicit requirement in paragraphs 42 and 59 for lessees and lessors to impute interest rates for lease liabilities and lease receivables in response to concerns raised by the task force and respondents. The Board concluded that allowing agencies to use their estimated incremental borrowing rates when an interest rate is not stated in the lease agreement was preferable; particularly in light of implementation and audit challenges that could stem from complex calculations to impute interest rates implicit in leases.
 - d. Clarifying paragraph 51 and its future application as it relates to general PP&E land.
 - e. Changing the term "deferred revenue" to "unearned revenue" in paragraphs 64-65 and elsewhere throughout SFFAS 54. Although reporting entities may ultimately elect to use either term depending on guidance provided by central agencies, the Board elected to signal a preference in terminology by modifying the term. Some respondents, members of the Board, and the Board's technical staff viewed the term "unearned revenue" as being more understandable to general users.

- f. Implementing minor clarifying edits to paragraph 93 of SFFAS 54 regarding the treatment of lease-leasebacks.
 - g. Explicitly including leasehold improvements paid for (financed) by lessees in the definition of property, plant, and equipment.
 - h. Providing a valuation basis in SFFAS 5, *Accounting for Liabilities of the Federal Government*, and SFFAS 6 for contracts or agreements that transfer ownership.
- A8. The Board considered other input provided by respondents that did not result in further modifications to the Statement, but may result in alternative Board actions:
- a. Some respondents mentioned the differences in lease criteria under SFFAS 54 for proprietary accounting purposes and Office of Management and Budget (OMB) Circular A-11 for budgetary funding and scoring purposes. In light of these comments, the Board acknowledges that there are differences between proprietary and budgetary accounting. Budgetary and financial accounting information are complementary, but the timing and method of recognition of accounting events are different. Users of general purpose federal financial reports often rely on sources of information other than budgetary information to make decisions. For example, the criteria under SFFAS 54 provides useful financial information regarding the efficiency and effectiveness of the government's management of its assets and liabilities and how those assets are financed, whether through ownership and purchase or through lease contracts and agreements.
 - b. Some respondents and task force members requested additional guidance on intragovernmental leasehold improvements, reimbursable work authorizations, and incremental borrowing rates estimates. Some task force members also requested illustrations. The Board appreciates these requests and intends to address these requests through other pronouncements, such as Interpretations of Federal Financial Accounting Standards and/or through Staff Implementation Guidance.
 - c. One respondent and one Board member suggested that the Board consider clarifying whether SFFAS 4, *Managerial Cost Accounting Standards and Concepts*, should be applied to leases and, if so, how it should be applied. The respondent and member were concerned that SFFAS 54 paragraph 26 does not provide for intragovernmental accounting requirements other than those enumerated under paragraphs 27-38. While SFFAS 54 paragraphs 26-38 provide requirements for recognizing and measuring lease expenses on the statement of net cost, they do not provide requirements for recognizing and measuring inter-entity financing sources on the statement of changes in net position; guidance for recognizing and measuring inter-entity financing sources is provided under SFFAS 4. The Board recently reexamined inter-entity cost provisions and amended SFFAS 4 when it issued SFFAS 55, *Amending Inter-entity Cost Provisions*, in May 2018. The Board may elect to revisit the requirements of SFFAS 4, as amended by SFFAS 55, at a later time if deemed necessary and appropriate. However, in light of the need for the preparer community to receive timely implementation guidance and clarifying omnibus amendments to SFFAS 54, the Board elected to forgo additional reexaminations surrounding SFFAS 4 until a later time.

- d. One respondent and one Board member suggested that the Board clarify whether sale-leaseback requirements under paragraphs 89-92 of SFFAS 54 apply to intragovernmental transactions. SFFAS 7, *Accounting for Revenue and Other Financing Sources*, paragraph 295, which is cited in a footnote to SFFAS 54 paragraph 89 in defining the scope of transactions that qualify as a sale, is limited to transactions with the public under SFFAS 7. The Board elected to forgo additional omnibus actions surrounding intragovernmental transactions resembling sale-leasebacks at this time. The Board believes that such transactions are infrequent, but the Board may include this topic in a subsequent omnibus action, if deemed necessary and appropriate.
- e. Some respondents and one AAPC member asked that the Board consider opportunities to provide clarifying omnibus amendments related to the scope and applicability of paragraphs 70-93 of SFFAS 54. The Board carefully considered this input and determined that the scope and applicability of these paragraphs was sufficiently and appropriately clarified in the AAPC's leases implementation guidance under concurrent development.

A9. The Board is aware that additional omnibus amendments, reexaminations of existing Statements that interact with leases, and additional leases implementation guidance may need be undertaken as entities continue to implement SFFAS 54. The Board's technical staff, along with its leases implementation task force, will continue to identify, analyze, and elevate recommendations to the Board and determine the best course of action. With this in mind, the Board concluded that the omnibus amendments herein, coupled with leases implementation guidance developed by the AAPC, should greatly benefit internal users, external users, and preparers of general purpose financial reports, and address a substantial portion of implementation issues likely to arise as reporting entities prepare to implement SFFAS 54.

BOARD APPROVAL

A5-A10. [Pending]

APPENDIX B: ABBREVIATIONS

AAPC	Accounting and Auditing Policy Committee
ED	Exposure Draft
FAF	Financial Accounting Foundation
FASAB	Federal Accounting Standards Advisory Board
GASB	Governmental Accounting Standards Board
GPFFR	General Purpose Federal Financial Report
OMB	Office of Management and Budget
PP&E	Property, Plant, and Equipment
QFR	Questions for Respondents
SFFAC	Statement of Federal Financial Accounting Concepts
SFFAS	Statement of Federal Financial Accounting Standards
SMC	Specific Matters for Comment
TR	Federal Financial Accounting Technical Release

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Federal Accounting Standards Advisory Board

IMPLEMENTATION GUIDANCE FOR LEASES

Federal Financial Accounting Technical Release **XX**

Board review copy

Month DD, 2021

THE FEDERAL ACCOUNTING STANDARDS ADVISORY BOARD

The Secretary of the Treasury, the Director of the Office of Management and Budget (OMB), and the Comptroller General of the United States established the Federal Accounting Standards Advisory Board (FASAB or “the Board”) in October 1990. FASAB is responsible for promulgating accounting standards for the United States government. These standards are recognized as generally accepted accounting principles (GAAP) for the federal government.

Accounting standards are typically formulated initially as a proposal after considering the financial and budgetary information needs of citizens (including the news media, state and local legislators, analysts from private firms, academe, and elsewhere), Congress, federal executives, federal program managers, and other users of federal financial information. FASAB publishes the proposed standards in an exposure draft for public comment. In some cases, FASAB publishes a discussion memorandum, invitation for comment, or preliminary views document on a specific topic before an exposure draft. A public hearing is sometimes held to receive oral comments in addition to written comments. The Board considers comments and decides whether to adopt the proposed standards with or without modification. After review by the three officials who sponsor FASAB, the Board publishes adopted standards in a Statement of Federal Financial Accounting Standards. The Board follows a similar process for Statements of Federal Financial Accounting Concepts, which guide the Board in developing accounting standards and formulating the framework for federal accounting and reporting.

Additional background information and other items of interest are available at www.fasab.gov:

- [Memorandum of Understanding](#) among the Government Accountability Office, the Department of the Treasury, and the Office of Management and Budget, on Federal Government Accounting Standards and a Federal Accounting Standards Advisory Board
- [Mission statement](#)
- [Documents for comment](#)
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The Accounting and Auditing Policy Committee

The Accounting and Auditing Policy Committee (AAPC) was organized in May 1997 by the Department of the Treasury, the Office of Management and Budget (OMB), the Government Accountability Office, the Chief Financial Officers Council, and the Council of the Inspectors General on Integrity and Efficiency as a body to research accounting and auditing issues requiring guidance.

The AAPC serves as a permanent committee established by the Federal Accounting Standards Advisory Board (FASAB). The mission of the AAPC is to assist the federal government in improving financial reporting through the timely identification, discussion, and recommendation of solutions to accounting and auditing issues as they relate to the specific application of existing authoritative literature.

The AAPC is intended to address issues that arise in implementation that are not specifically or fully discussed in federal accounting standards. The AAPC's guidance is cleared by FASAB before being published.

Additional background information on the AAPC is available from [FASAB's website](#).

EXECUTIVE SUMMARY

This Federal Financial Accounting Technical Release (TR) is intended to assist reporting entities in implementing Statement of Federal Financial Accounting Standards (SFFAS) 54, *Leases*.

This TR includes questions and answers—organized by topic areas—to address issues raised by stakeholders through:

- technical inquiries posed to FASAB, the AAPC, and FASAB staff during and prior to the inception of the implementation guidance project;
- analogous implementation guidance promulgated by the Governmental Accounting Standards Board (GASB);
- comments submitted in response to FASAB due process documents; and
- an AAPC-established task force on leases implementation.

Other topic areas address issues identified by FASAB and its staff in anticipation of questions that could arise during implementation of SFFAS 54.

This TR also includes conforming amendments to existing TRs related to leases.

MATERIALITY

The provisions of this TR need not be applied to information if the effect of applying the provision(s) is immaterial.¹ A misstatement, including omission of information, is material if, in light of surrounding facts and circumstances, it could reasonably be expected that the judgment of a reasonable user relying on the information would change or be influenced by the correction or inclusion of the information. Materiality should be evaluated in the context of the specific reporting entity. Determining materiality requires appropriate and reasonable judgment in considering the specific facts, circumstances, size, and nature of the misstatement. Consequently, after quantitative and qualitative factors are considered, materiality may vary by financial statement, line item, or group of line items within an entity.

¹Refer to Statement of Federal Financial Accounting Concepts 1, *Objectives of Federal Financial Reporting*, chapter 7, titled *Materiality*, for a detailed discussion of the materiality concepts.

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INTRODUCTION

PURPOSE

1. Statement of Federal Financial Accounting Standards (SFFAS) 54, *Leases*, provides a comprehensive set of lease accounting standards to recognize federal lease activities in the reporting entity's general purpose federal financial reports and includes appropriate disclosures.
2. Questions and answers in this Federal Financial Accounting Technical Release (TR) are intended to provide guidance for applying the accounting and financial reporting requirements for leases in accordance with SFFAS 54. When reading the questions and answers, readers should note the related headings or sub-headings under which the related questions and answers fall.

DRAFT

TECHNICAL GUIDANCE

SCOPE OF TECHNICAL GUIDANCE

3. Readers of this TR should first refer to SFFAS 34, *The Hierarchy of Generally Accepted Accounting Principles, Including the Application of Standards Issued by the Financial Accounting Standards Board*. This TR supplements SFFAS 54 and other relevant accounting standards but does not substitute for or take precedence over the standards. This TR clarifies but does not change guidance provided in SFFAS 54.

SCOPE AND DEFINITIONS

4. **A reporting entity enters into a 5-year agreement for the right to use a facility with no termination options. This entity has exclusive use of the facility 4 months per year. Other parties use the facility for the other 8 months. To meet the definition of a lease, is the entity required to have uninterrupted control of the right to use the facility?**

No, uninterrupted control is not required to meet the definition of a lease. In determining whether a contract conveys control of the right to use an underlying asset, the reporting entity should assess whether it has both (a) the right to obtain economic benefits or services from use of the underlying asset as specified in the contract or agreement; and (b) the right to control access to the economic benefits or services of the underlying asset *as specified in the contract or agreement* (emphasis added) in accordance with paragraph 3 of SFFAS 54. If the contract specifies that the government has control of those rights during 4 months of each year, the control criterion is met. The provision in the lease definition that the contract be for a period of time does not require uninterrupted control of the right to use the facility. In this example, the lease term would be five years.

5. **Do easements, water and water power rights, diversion rights, submersion rights, rights-of-way, and other like interests in land meet the definition of a lease?**

Each of these can meet the definition of a lease.

Paragraph 2 of SFFAS 54 states that, among other things, a lease is defined as a contract or agreement whereby the *“right to control the use of property, plant, and equipment (underlying asset) is conveyed to another entity for a period of time as specified in the contract or agreement in exchange for consideration.”* Temporary land rights, easements, rights-of-way, and other like interests in land can qualify as a lease under paragraph 2 of SFFAS 54, with land being the underlying asset (see SFFAS 6, *Accounting for Property, Plant and Equipment*, par. 17-18, and footnote 18).

Permanent easements, rights-of-way, and land rights, which last indefinitely without cancellation options, would not meet the “period of time” criterion and, therefore, would not meet the definition of a lease.

In addition, easements, rights-of-way, and land rights obtained without consideration do not meet the “in exchange for consideration” criterion.

Paragraph 3 of SFFAS 54 provides other criteria that may be relevant in determining whether an interest in land meets the definition of a lease. For example, the entity granting the interest may retain certain rights that may limit the rights of the lessee to control economic benefits or services derived from using the underlying asset. The entity granting the interest may also retain the right to control access to the economic benefits or services of the underlying asset.

6. **A reporting entity signs a revocable agreement that formalizes the terms of temporary occupancy of property without creating the right to occupy the property for an explicitly-specified time in exchange for consideration. The agreement, however, specifies that the occupant shall give advance notice of intent to discontinue use, and that the party granting occupancy shall give advance notice to vacate. Does such an arrangement meet the definition of a lease?**

Yes; arrangements, as described in this question, would typically meet the definition of a short-term lease and be subject to the requirements of SFFAS 54, paragraphs 23-24. If such agreements are intragovernmental leases, they would be subject to the requirements of SFFAS 54, paragraphs 26-38.

Although the agreement does not convey the right to control the use of the property for an explicitly-specified period of time, it specifies that the occupant shall give advance notice of intent to discontinue use, and that the party granting occupancy shall give advance notice to vacate. Therefore, in substance, this arrangement provides for a short, noncancelable period for use. The noncancelable period would be equal to the shorter of the required notice period for discontinuing use or notice period for vacating. The noncancelable period should be included in the lease term in accordance with SFFAS 54, paragraph 14.

The additional period(s) subject to the requirements of SFFAS 54, paragraphs 15-18, for potential inclusion in the lease term, would be any period of time that the lease can be extended beyond the noncancelable period and prior to the cancelable period.

Cancelable periods are defined as periods when both the lessee and the lessor have an option to terminate. In this case, the cancelable period(s) is the period beyond *both* the notice period for discontinuing use and the notice period for vacating. Cancelable periods should not be included in the lease term in accordance with paragraph 19.a of SFFAS 54.

In summary, the total lease term for these types of agreements will usually, if not always, be 24 months or less. As such, these agreements typically meet the definition of short-term leases.

7. **A reporting entity enters into separate and distinct agreements, each with a private party, for the right to use public lands, each for a period of 10 years, in exchange for consideration. Do each of these respective agreements meet the definition of a lease?**
- a. **Agreement #1: A right-of-way for an underground pipeline to transmit and distribute electricity for commercial purposes. The agreement does not convey the right to control access to the economic benefits derived from agricultural or other uses of that land derived by other parties.**

Yes, the agreement conveys the right to control the use of the underlying asset as provided for in paragraph 3 of SFFAS 54. The agreement gives the lessee both of the following: (a) the right to obtain economic benefits or services from use of the right-of-way (the underlying asset) as specified in the contract or agreement; and (b) the right to control access to the economic benefits or services derived from the underlying asset as specified in the contract or agreement. Although other economic benefits or services are derived from use of the public land, such rights are not relevant in establishing the right to control the use of this particular underlying asset specified in the agreement: the underground right-of-way for transport and distribution of electricity.

- b. Agreement #2: Public lands for livestock grazing. These lands must by law be managed for multiple uses, including public access and enjoyment, wildlife habitat conservation, wilderness, watershed protection, and other uses under various federal statutes. The terms and conditions, such as stipulations on forage use and seasons of use, for grazing on the lands are set forth in permits.**

Yes. Although other economic benefits or services may be derived by other parties from use of the public land, such rights are not relevant in establishing the right that was specified in the contract to control the use of this particular economic benefit (grazing rights) derived from the underlying asset.

- 8. A reporting entity enters into a contract with a private party wherein the private party will design and build a solar farm based on the reporting entity's specifications. The solar farm will be located on the reporting entity's property, but per the agreement the private party will not pay for the use of the land. During this time, the title to the solar equipment will be retained by the private party. The contract allows the reporting entity to purchase power generated from the solar farm and make payments at prevailing market rates based solely on the amount of power generated. The private party is not precluded from selling any power generated to other private parties. The contract also requires the private party to dismantle and remove the solar farm at the end of the contract. Does this contract result in a lease?**

No, it does not. To meet the definition of a lease, a contract is required to convey control of the right to use the underlying asset. Paragraph 3 of SFFAS 54 provides two criteria that should be present for a contract to convey control. In this example, the reporting entity does not have the right to control access to the economic benefits derived from the power generated. Therefore, the component of the contract that provides the reporting entity with the right to the power generated by the solar farm does not convey control and does not meet the definition of a lease. Furthermore, the component of the contract that allows the private party to use the reporting entity's property is not a lease because there is no exchange for consideration for use of that land as required by paragraph 2 of SFFAS 54 to meet the definition of a lease.

- 9. Are cell phone tower or antenna placement agreements leases?**

It depends; these agreements typically meet the definition of a lease. If the agreements meet the definition in paragraphs 2-4 of SFFAS 54, including the control criterion, then such

agreements are leases. The control criterion generally is met if a cell phone tower or antenna placement agreement conveys control of the right to use the land on which the tower is placed or a connection point to which the antenna is affixed (see also TR par. 11).

10. A contract allows the vendor to replace the underlying asset with an essentially identical asset. Does that substantive right of substitution affect the evaluation of whether the contract conveys control of the right to use the asset?

No, it does not affect the evaluation. A lease conveys control of the *right to use* another entity's asset. That right is distinct from the underlying asset. That is, the right-to-use relates to both the right to obtain and control access to *economic benefits or services from use of* an underlying asset, rather than conveying control of the underlying asset itself. Substitution with an essentially identical asset allows the lessee to maintain control of the economic benefits or services from use of another entity's underlying asset and is consistent with the definition of a lease in paragraphs 2-4 of SFFAS 54.

If a lease modification results in a substitution with an associated increase/decrease in price, then a lease modification would have occurred and the lease liability would have been remeasured in accordance with paragraph 44 as a result of the price change.

11. A reporting entity enters into a contract with a telecommunications company that allows the telecommunications company to install an antenna on the reporting entity's property for a period of time in exchange for consideration. The reporting entity will determine the location of the antenna on the pole and retains the right to move the antenna to another location on the pole. Does this contract convey control of the right to use the underlying asset?

Yes, this is a lease. In this example, the reporting entity (lessor) conveys the right to use a connection point on the pole. A right of substitution (changing the location on a pole) does not affect the determination of whether a contract conveys control of the right to use an underlying asset. Even though the reporting entity can change the specific connection point, the telecommunications company maintains the substantive right to obtain economic benefits and services from use of a connection point (see also TR par. 9).

12. Should reporting entities apply the requirements in SFFAS 54 to leases with the public that are less than market rent and intragovernmental leases that are less than full cost?

Yes, reporting entities should apply SFFAS 54 requirements to such transactions. The definition of a lease in paragraph 2 of SFFAS 54 provides that a lease is a contract or agreement whereby one entity (lessor) conveys the right to control the use of property, plant, and equipment (PP&E) (the underlying asset) to another entity (lessee) for a period of time as specified in the contract or agreement in exchange for consideration. The right to use underlying assets in exchange for consideration, albeit under prevailing market rates, meets the description of consideration. Each party does not need to receive or give up equal value, thus the transaction should be recorded based on the terms of the lease agreement.

For inter-entity transactions (that is, intragovernmental leases), to the extent that the consideration provided is less than the full cost incurred by the lessor, the receiving entity

(lessee) should determine whether to recognize the difference in its accounting records as a financing source based on SFFAS 4, *Managerial Cost Accounting Standards and Concepts* (as amended by SFFAS 55, *Amending Inter-entity Cost Provisions*), paragraphs 8-9 and 108-113A. This difference would be based on the full cost to the lessor (for example, depreciation) rather than the market rent.

- 13. A reporting entity (lessee) enters into a lease agreement with a private company which will commence on October 1, 20X5, for a 5-year lease term. The underlying asset is under construction and scheduled to be completed on the date of lease commencement. The reporting entity is required to make payments to the lessor on October 1, 20X3 and October 1, 20X4 during the construction period in contemplation of the future receipt of the right-to-use asset. How should the reporting entity (lessee) account for these payments?**

The reporting entity (lessee) would account for payments during the construction of the underlying asset as advances paid in contemplation of the future receipt of the lease asset. These advances would be accounted for in a manner consistent with SFFAS 1, *Accounting for Selected Assets and Liabilities*, paragraphs 57-61, prior to the lease commencement date. Such advances and prepayments would be considered assets of the lessee. At lease commencement, the advance would be reclassified and included as part of determining the value of the lease asset in accordance with SFFAS 54 paragraph 49.b (see also TR par. 54).

- 14. A reporting entity (lessee) enters into an agreement to use an underlying asset. No payments are required for this use, nor does the lessee provide any in-kind services in the agreement. Does this agreement meet the definition of a lease in SFFAS 54?**

No, this agreement does not meet the definition of a lease because there is no consideration.

- 15. The term “consideration” is used throughout this Statement. Does “consideration” only refer to monetary consideration?**

No, consideration can be monetary or non-monetary. For example, in-kind services can also be consideration.

- 16. The term “probable” is used throughout this Statement. How is “probable” defined?**

“Probable” is defined elsewhere in FASAB literature as that which can reasonably be expected or is believed to be more likely than not (greater than 50% probability) on the basis of available evidence or logic. See SFFAS 5, *Accounting for Liabilities of the Federal Government*, paragraph 33. Reporting entities should continue to consistently apply the FASAB definition here.¹

¹In light of the discussion in SFFAS 54 basis for conclusions par. A35—although not authoritative in and of itself—this paragraph reflects the basis for the use of the term “probable” and the intended definition to be applied when implementing the Statement.

- 17. Paragraphs 37.b and 54.e of SFFAS 54 require disclosures of “annual lease expense.” Since this term is not defined elsewhere, what types of lease expenses are included in these disclosures?**

For intragovernmental leases, disclosures of annual lease expenses by lessees (par. 37.b) include amounts incurred during the fiscal year as expenses in accordance with paragraphs 27 and 31-36.

For right-to-use lease assets, disclosures of annual lease expenses by lessees (par. 54.e) include amounts incurred during the fiscal year for the amortization of the lease assets, as initially capitalized in accordance with paragraph 49, and interest expense.

- 18. What is the difference between a right-to-use lease asset and the underlying asset?**

The underlying asset is the PP&E being leased. Lease arrangements unbundle the economic benefits and services embodied in leased property and give lessees the intangible right to derive economic services and benefits from tangible assets underlying the lease, which is represented by the recognition of the right-to-use lease asset over the lease term. Lessors have the right to rentals and any residual value of the leased property and, therefore, do not derecognize the PP&E asset underlying the lease, in accordance with paragraph 66 of SFFAS 54.

- 19. If the underlying asset of a lease is a heritage asset or stewardship land as defined by SFFAS 29, *Heritage Assets and Stewardship Land*, do the disclosure requirements of SFFAS 29 apply?**

If the agreement meets the definition of a lease in paragraphs 2-4 of SFFAS 54, then the SFFAS 29 disclosure requirements would not apply to lessees.

In accordance with paragraph 66 of SFFAS 54, lessors should not derecognize heritage assets underlying their leases. They would continue to apply other applicable guidance, including SFFAS 29 disclosure requirements.

LEASE TERM

- 20. A developer builds and leases a building to a reporting entity (lessee). The reporting entity is required to make payments during the 3-year construction period. The reporting entity does not have access to the building until right to occupancy is established at the end of the construction period. When does the lease term begin?**

The lease term begins when occupancy rights are established because that is when the reporting entity has the right to control the use of the underlying asset. Paragraph 3 of SFFAS 54 explains that control of the right to use the underlying asset is the right to both (a) obtain the economic benefits or services from its use as specified in the contract or agreement and (b) control access to the economic benefits or services as specified in the contract or agreement. Thus, the lease term commences when the lessee's right to occupancy is established and access to use the building is attained (see also: TR par. 54 and 96).

- 21. A lease contract has a noncancelable period of 5 years and specifies that at the end of the 5 years, both the lessor and lessee have the right to cancel the lease or may continue the lease, using the same terms on a month-to-month basis. Is the month-to-month period included in the initial assessment of the lease term?**

No, the month-to-month periods following the 5-year noncancelable period are excluded from the lease term under paragraph 19.a of SFFAS 54 in this scenario because both parties have the right to cancel. The lessee has not contracted for a noncancelable right to use the underlying asset beyond the 5 years, and the lessor is not required to continue providing the asset.

- 22. A lease contract has a noncancelable period of 5 years and specifies that at the end of the 5 years, both parties have a right to cancel or continue the lease. Periods beyond year 5 were not included in the original lease term by the lessee. At the end of the fifth year on May 31, 20X1, the lessee has not returned or vacated the underlying asset. Instead the lessee continues to occupy the premises while a new lease is negotiated with the lessor. One year later on June 1, 20X2, the lessee and lessor negotiate final terms of the lease with an effective date of June 1, 20X1, and ending May 31, 20X7. In this example, at May 31, 20X1, the lessee has no knowledge of the expected duration of the holdover period. How should the lessee account for these lease changes after May 31, 20X1?**

At the end of the original 5-year lease, the lessee would remove the right-to-use lease asset and accumulated amortization from its books. From June 1, 20X1, through May 31, 20X2, each period would be treated as a short-term lease. Once terms have been finalized on June 1, 20X2, the lessee should not measure the lease retroactively, as in substance, the long-term lease was not executed until June 1, 20X2, regardless that the lease documentation reflects an effective date of June 1, 20X1.

On June 1, 20X2 the lessee should record a lease liability and lease asset at the net present value of payments due on June 1, 20X2 (a 5-year lease term) and thereafter, with the start date for amortization based on the signature date of the lease, in this particular case, rather than the effective date.

- 23. How does a bargain renewal option, such as a 20-year lease at a market rate with a lessee option to renew the lease for an additional 5 years at a 30 percent discount, affect the lessee's initial assessment of the lease term?**

Paragraph 20 of SFFAS 54 requires that, at the commencement of the lease term, a reporting entity assess all factors relevant to the likelihood that the lessee or the lessor will exercise lease extension or termination options identified in paragraphs 15-19. Relevant factors include significant economic incentives and disincentives, such as the cost of exercising the renewal option. In this example, if the reporting entity (lessee) determines that it is probable that the option will be exercised, the lease term would be 25 years.

- 24. A lease contract allows either party to unilaterally terminate the lease at any time but also provides for cancellation penalties. The cancellation penalties are so great that there is significant evidence that neither party will terminate the lease. Should the cancelable periods be included in the lease term?**

No, these cancelable periods are excluded from the lease term. Paragraph 19.a of SFFAS 54 states that periods for which *both* the lessee and the lessor have an option to terminate the lease without permission from the other party are excluded from the lease term as cancelable periods.

- 25. A lease contract allows only the lessee (reporting entity) to unilaterally terminate the lease at any time but also provides for cancellation penalties. The cancellation penalties are so great that it is probable the lessee will not terminate the lease. Should the cancelable periods be included in the lease term by the lessee?**

Yes, the cancelable periods should be included in the lease term in this particular case. Paragraph 15.b of SFFAS 54 requires lessees to include periods in the lease term covered by their options to terminate if it is probable, based on all relevant factors, that they will not exercise those options. In determining whether it is probable that it will not exercise the option to terminate the lease, the lessee should assess all factors relevant to the likelihood that it will not exercise the option. Those factors include significant economic disincentives, such as cancellation penalties, as discussed in paragraph 20 (see also: TR par. 26-27).

- 26. When a reporting entity is assessing the lease term and evaluating option periods in accordance with paragraph 20 of SFFAS 54, is it reasonable that entity management may consider one of the four examples provided to be a predominant factor that is most relied upon when making probability assessments? For instance, if one factor is particularly indicative that options will be exercised, such as historical information (par. 20.c), would the entity need to consider other elements that would only further justify deeming an option as probable of being exercised?**

Yes, it is reasonable for a reporting entity to use a predominant factor in evaluating option periods. Particularly for reporting entities with large volumes of leasing activity that have reliable evidence (such as historical information) that is strongly predictive as to the probability of exercising options, management may place greater weight on such evidence in assessing elements of paragraph 20. In the example of an entity having historical trend evidence showing it to be very likely that options will (or will not) be exercised, management may make general assumptions when entering into new leases that the likelihood would continue to apply, limiting the need for further assessment of other factors. However, management must be cognizant of and consider known information that makes the historical trends less applicable for a particular lease. For instance, management may know that it has definitive plans to cease use of an asset in a particular timeframe that makes exercising renewal options highly unlikely and outweighs historical information. In such a case, management would consider all relevant factors of a particular lease in making the probability assessment.

- 27. A lease contract has a 20-year noncancelable period and a 5-year renewal option, exercisable only by the lessee, with below-market rates. How does the lessee determine if the renewal option should be included in the lease term?**

The lessee must assess whether the renewal option is probable of being exercised in accordance with paragraph 15.a of SFFAS 54. In this example, the renewal option offers below-market rates, which would make it more likely of being exercised by the lessee.

However, the lessee must assess all relevant factors identified in paragraph 20 of SFFAS 54. Factors may include, but are not limited to, longevity of the operational need for the asset, level of dependency, ease of replacing the asset (for example, availability of other options), replacement costs, and possible operational disruptions associated with such transitioning.

- 28. A lease contract has a 20-year noncancelable period and a 5-year renewal option, exercisable only by the lessor, with below-market rates. How does the lessee determine if the renewal option should be included in the lease term?**

The lessee would need to determine if there is significant evidence that the renewal option will be exercised in accordance with paragraph 15.c of SFFAS 54. Determining whether or not significant evidence exists is a matter of professional judgment. In this example, the renewal option offers below-market rates, which may make it less likely to be exercised by the lessor. Without knowing the additional relevant factors of the lessor (for example, lessor dependency on revenue stream from this asset, ease of replacing tenant, cost of replacing tenant, past experience with lessor for similar types of leases), it may be challenging to gain the significant evidence needed to include this option in the lease term. However, counterevidence that the lessor will exercise the renewal option should also be considered. For example, perhaps the economic benefits derived from the underlying asset are of limited value to other parties and uniquely suited to the lessee.

- 29. A reporting entity (lessee) enters into a 10-year lease with a 5-year renewal option, exercisable by the lessee. At the beginning of the lease term, it is determined that it is not probable that the lessee will exercise the renewal option. Therefore, the lease term is determined to be 10 years. In year 8 of the lease, the lessee decides that it will exercise the renewal option; however, this intent is not communicated to the lessor nor is the renewal option exercised until year 9. At what point should the lease term be reassessed by the lessee and lessor?**

In accordance with paragraph 21.a of SFFAS 54, the lease term should be reassessed when the lessee elects to exercise an option that was previously presumed would not be exercised under the likelihood criteria in paragraphs 15 and 17. In this example, the lessee would reassess the lease term in year 9 when the renewal option election is made. The renewal option election is not made until the lessee communicates its intention to exercise the option. This approach imposes less of a burden on preparers because there will be little or no judgment involved and no requirement for ongoing reassessments.

- 30. One year into a lease with an original lease term of 2 years, a lessee elects to exercise a one-year renewal option that was previously assessed as not probable of being exercised. What is the new lease term?**

The lease should be reassessed in accordance with paragraph 21.a of SFFAS 54. At the time of reassessment, the lease term would be 3 years. This would require a change from short-term lease treatment to lease liability/lease asset treatment for the lessee. The calculation of the lease liability should be based on the remaining lease payments in accordance with paragraphs 40-41. In this example, although the new lease term is 3 years the lease liability would be calculated for the remaining 2 years of lease payments.

31. **Do lease term reassessments consider periods prior to the reassessment date, or do they only consider periods following that date?**

Lease term reassessments must consider the entire lease term. The lease term is the noncancelable period plus certain periods subject to options to extend or terminate the lease under paragraphs 14-20 of SFFAS 54. These periods include any applicable periods prior to the reassessment date, except as provided for when applying prospective implementation requirements under paragraph 97.b. Accordingly, lease term reassessments would not consider periods that precede the implementation effective date of SFFAS 54.

SHORT-TERM LEASES

32. **A reporting entity (lessee) enters into a 24-month noncancelable lease in which the lessee has options to renew for 12 months at a time, up to 3 times. Is this agreement a short-term lease under SFFAS 54?**

It depends. According to paragraph 22 of SFFAS 54, a short-term lease is required to be 24 months or less, including any options to extend if those options are probable to be exercised (par. 14-16, 19-21). If the probability of the lessee exercising the first renewal option were assessed as probable, then the lease term would be greater than 24 months and this would not be a short-term lease. However, if it is not probable that the first renewal option will be exercised by the lessee, then the lease term would be 24 months and this would be considered a short-term lease under paragraph 22.

33. **A reporting entity (lessee) enters into a lease with a lessor for 36 months. The reporting entity can cancel the lease at any time after 6 months. The lessor does not have the option to cancel the lease. Would this be considered a short-term lease?**

It depends. According to paragraph 22 of SFFAS 54, a short-term lease is defined as a lease with a term of 24 months or less. The lease term must be determined in accordance with paragraphs 14-16 and 19-21, which includes consideration of the period beyond a lessee's option to terminate the lease.

If the likelihood of the lessee exercising the option to terminate the lease were assessed as probable, then the period following that option would be excluded from the lease term. If the remaining lease term is estimated to be 24 of months or less, this would be considered a short-term lease.

34. **A reporting entity (lessee) signs a contract for a lease beginning January 1, 20X2, and ending December 31, 20X3. During the negotiations of that contract, a second contract with the same lessor for a lease of the same underlying asset was also being negotiated. Near the same time that the first contract was signed, the reporting entity signs the second contract with a term beginning January 1, 20X4, and ending December 31, 20X4. The amount of consideration in each contract is independent of the other contract. Can the reporting entity account for both contracts as short-term leases?**

Although each contract individually would meet the definition of a short-term lease, the reporting entity should consider whether either of the criteria for contract combinations in paragraph 78 are met. If so, these contracts would be considered part of the same lease contract and result in a 3-year lease term; it would not be a short-term lease.

- 35. A reporting entity enters into a lease with a noncancelable term of 24 months and a 12-month option to extend. At the commencement of the lease term, it is determined that the reporting entity will not exercise the option. However, 6 months into the lease the reporting entity elects to exercise the option. Is this a short-term lease?**

From the commencement of the lease term until the time that the election is made to exercise the option, this was a short-term lease because the lease term, at that time, was determined to be 24 months or less.

Six months into the lease, when the reporting entity elects to exercise the option, the lease term should be reassessed (par. 21 of SFFAS 54). The noncancelable term is 24 months and the exercised option period is 12 months. Therefore, the reassessed lease term is 36 months. For reporting periods beginning after the election is made, the lease should no longer be considered a short-term lease and the lease liability should be calculated for the remaining lease payments.

- 36. A reporting entity (lessee) signs a 24-month lease with \$60,000 in reduced rent to be given over the first 3 months of the lease (\$20,000 each month). How should the lessee account for the lease concession?**

In accordance with paragraph 23 of SFFAS 54, the lessee should recognize the reduction in rental expense in each of the first 3 months of the short-term lease by recording \$20,000 less than the normal monthly amount of lease rental expense during those months.

CONTRACTS OR AGREEMENTS THAT TRANSFER OWNERSHIP

- 37. A vendor installs equipment in a reporting entity's building to increase energy efficiency. The reporting entity will own the equipment at the end of the agreement, and the contract does not contain a termination option. For financial reporting purposes, should this transaction be reported as a lease or a purchase?**

This transaction should be reported as a purchase by the reporting entity. If title to the equipment will transfer to the lessee at the end of the contract, the transaction is not accounted for as a lease for financial reporting purposes. Rather, the transaction is a purchase, as discussed in paragraph 25 of SFFAS 54.

- 38. A reporting entity (lessee) leases medical equipment from a manufacturer (lessor) and distributes it to private hospitals for use. At the end of the reporting entity's lease term, the private hospitals are given the option to purchase the medical equipment from the reporting entity. Regardless of whether or not the private hospitals purchase the equipment, the reporting entity is required to purchase the equipment from the lessor. The private hospitals do not have a termination option. Should this arrangement be reported as a lease or a purchase of the medical equipment by the reporting entity?**

The reporting entity should report the arrangement with the manufacturer as a purchase. Paragraph 25 of SFFAS 54 states that one criterion of a purchase is that the contract transfers ownership of the underlying asset to the lessee by the end of the contract. In this example the lessee is the reporting entity, not the hospitals. The contract transfers ownership of the medical equipment because the purchase by the reporting entity is required. The subsequent sale of the equipment to the hospitals is a separate transaction.

- 39. A reporting entity (lessee) leases PP&E from a non-federal entity. At the end of the agreement the reporting entity will own the PP&E unless it exercises its option to terminate the lease, which it may do at any time. For financial reporting purposes, should this transaction be reported as a lease or as a contract or agreement that transfers ownership?**

This transaction should be reported as a lease by the lessee. Paragraph 25 of SFFAS 54 does not provide for a contract that contains termination options to be reported as a purchase of the asset (although they may contain availability of funding or cancellation clauses that are not probable of being exercised). In substance, this contract includes a purchase option rather than an ownership transfer.

- 40. A reporting entity (lessee) has a lease with a purchase option that is probable of being exercised. Is this a contract or agreement that transfers ownership?**

No, a purchase option that is probable of being exercised is not a transfer of ownership as specified in paragraph 25 of SFFAS 54. Rather, the purchase option should be included in the lease liability calculation in accordance with paragraph 40.e.

INTRAGOVERNMENTAL LEASES

DISCLOSURES FOR INTRAGOVERNMENTAL LEASES

- 41. A reporting entity (lessee) has 120 lease agreements with a federal lessor. The majority of the leases are for office space with a typical term of 10 years. What information is required to be disclosed in the reporting entity's financial reports?**

The reporting entity should disclose a general description of significant intragovernmental leasing arrangements and the annual lease expense in total and by major underlying asset category in accordance with paragraph 37 of SFFAS 54. In this example, that would include language in the financial disclosures stating that the reporting entity has 120 leases with a federal lessor and that most are for office space (or buildings) with a typical term of 10 years. The annual lease expense for the year being reported should be disclosed as well.

- 42. A reporting entity (lessor) has several intragovernmental lease agreements with federal lessees. What information is required to be disclosed in the reporting entity's financial reports?**

The reporting entity should disclose a general description of significant intragovernmental leases in accordance with paragraph 38 of SFFAS 54. The contents of the general description are left to the discretion of the reporting entity. For example, the lessor may elect

to summarize and describe the nature and general purpose of its intragovernmental leases. The reporting entity should also disclose the future intragovernmental lease payments that are to be received to the end of the lease term for each of the 5 subsequent fiscal years and in 5-year increments thereafter.

- 43. A reporting entity leases space from a non-federal lessor and then subleases the space to a federal entity. Both leases are for a term of 10 years. How should the reporting entity disclose this arrangement?**

The reporting entity should disclose such agreements separately in accordance with paragraphs 87-88 of SFFAS 54. Therefore, the original lease agreement should be disclosed per the lessee requirements in paragraph 54, and the sub-lease agreement should be disclosed per the intragovernmental lessor requirements in paragraph 38.

LESSEE RECOGNITION, MEASUREMENT, AND DISCLOSURES FOR LEASES OTHER THAN SHORT-TERM LEASES, CONTRACTS OR AGREEMENTS THAT TRANSFER OWNERSHIP, AND INTRAGOVERNMENTAL LEASES

LEASE LIABILITY

- 44. A reporting entity (lessee) enters into a lease with a non-federal entity that includes an optional extension period of 3 years, exercisable only by the lessee. The payment amounts for the optional period will be negotiated at the time the option is exercised. The lessee has an ongoing relationship with the lessor, and it is probable that it will exercise its option to extend. Therefore, the optional renewal period is included in the lease term in accordance with paragraph 15.a of SFFAS 54. How should the lessee measure the lease liability if the payment amount for the optional period is not specified in the contract?**

Paragraph 15.a of SFFAS 54 requires that periods covered by a lessee option to extend the lease be included in the lease term if it is probable, based on all relevant factors, that the lessee will exercise that option. Payments for that optional period should be included in the lease liability, even if the amount is estimated. In many cases, a reporting entity will not find a renewal to be probable without having a reasonable estimate of the payment amount or range of amounts. In this example, the payments may be estimated based on the ongoing relationship with the lessor and professional judgment, maximizing the use of observable information. For example, if appropriate, the estimate may be based on the last known payment amount.

- 45. A lease contract for copy machines requires that a minimum amount be paid for toner and paper regardless of whether these supplies are obtained. Should some portion of the minimum amount to be paid for supplies be included in the measurement of the lease liability?**

Typically this component of the contract would be excluded from measurement. As discussed in paragraphs 75-76 of SFFAS 54, if the price allocation for the supplies component of the contract does not appear to be unreasonable, regardless of whether

supplies are obtained, the reporting entity should account for the supplies component separately from the lease and therefore not include that amount in the measurement of the lease liability. If the price allocated to the supplies component of the contract appears to be unreasonable, professional judgment may be needed to determine whether some or all of the minimum amount is, in substance, a fixed lease payment that should be included in the amounts allocated to the lease component and included in the lease liability under paragraph 40.c of SFFAS 54.

- 46. Lease payments for a 5-year lease are indexed to the Consumer Price Index (CPI). The lease payments for the first year are \$50,000 per month, which is the market rate based on the current CPI, and payments for subsequent years will increase or decrease based on the change in the CPI during the preceding year. The CPI at the commencement of the lease is 251. How should the initial lease liability be calculated?**

Paragraph 40.b of SFFAS 54 requires that variable payments that depend on an index or a rate initially be measured using the index or rate as of the commencement of the lease term. If lease payments are indexed to the CPI, the payments to be included in the initial measurement of the lease liability should be based on the CPI at the commencement of the lease. If the CPI is 251 at the commencement of the lease, a reporting entity would assume it will stay at 251 throughout the lease, which would result in consistent lease payments for initial measurement of the lease liability. Therefore, the lease liability should be measured at the present value of \$50,000 per month for 60 months. Any variation from \$50,000 paid in future periods due to changes in CPI will be recognized as expenses or reductions of expenses of those periods.

- 47. A reporting entity (lessee) enters into two leases. The first lease requires monthly lease payments based on a fixed percentage of sales or \$10,000, whichever is more. The second lease includes a choice to pay either (a) a fixed monthly payment of \$30,000 or (b) \$100 per hour of equipment use with a monthly minimum payment of \$10,000. The choice is made by the lessee at the beginning of each month. Which payment amounts from the two leases should be included in the lease liability?**

The minimum payment of \$10,000 per month should be included in the lease liability calculations for both leases. Paragraph 40.c and 41 of SFFAS 54 require that the lease liability include “variable payments that are fixed in-substance” and exclude “variable payments based on future performance of the lessee or usage of the underlying asset.” For both leases, the minimum amount that is required to be paid (\$10,000 per month) is fixed in-substance and therefore should be included in the lease liability.

- 48. A reporting entity (lessee) leases cars for 3 years and is required to make variable payments based on the number of miles driven. There is no minimum payment requirement stated in the lease agreement. The reporting entity can establish a probable minimum number of miles that will be driven based on historical usage. Paragraph 40.h of SFFAS 54 requires that a lease liability include “any other payments to the lessor that are probable of being required based on an assessment of all relevant factors.” Should the lease liability include the probable variable lease payments?**

No, paragraph 41 of SFFAS 54 requires that variable payments based on future performance of the lessee or usage of the underlying asset not be included in the measurement of the lease liability. Because such payments are covered by paragraph 41 they should not be included in the measurement of the lease liability in accordance with paragraph 40.h, even if it is probable that they will be required and they are estimable. Rather, those variable payments should be recognized as an expense in the reporting period incurred (see also: TR par. 61).

49. **Paragraph 40.f of SFFAS 54 states that measurement of the lease liability should include “payments for penalties for terminating the lease, if the lease term reflects the lessee exercising (1) an option to terminate the lease or (2) an availability of funds or cancellation clause.” Does “term” in that sentence refer to a provision of the contract or does it refer to the lease term as defined in paragraphs 14-21 of SFFAS 54?**

In paragraph 40.f of SFFAS 54, *term* refers to the lease term as defined in paragraphs 14-21. If the lease term was calculated to reflect the lessee terminating the lease, whether through a termination option or an availability of funds or cancellation clause, the measurement of the lease liability should include all penalties that are expected to be incurred.

50. **A reporting entity (lessee) installs physical assets on leased land and is required by the lease contract to remove those assets and restore the land to pre-lease condition at the end of the lease. Should the lessee include projected payments to remove the physical assets in the lease liability or should the lessee report a separate liability?**

It depends. Paragraph 40.h of SFFAS 54 requires that the lease liability include any other payments to the lessor that are probable of being required based on an assessment of all relevant factors. However, SFFAS 54 does not permit the inclusion of payments that are probable of being required from the lessee *to parties other than the lessor* in the lease liability, nor does it include payments that are not in exchange for the right to use the underlying asset. Such liabilities would be reported separately in accordance with other existing Statements, such as SFFAS 5 standards on liability recognition and measurement and SFFAS 6 standards on cleanup costs. If, however, these payments are deemed probable of being required and would be made to the lessor, inclusion of these payments would be appropriate.

51. **A reporting entity (lessee) enters a lease agreement for 10 years with a 5-year renewal option. At lease commencement, the reporting entity determines that it is not probable that the renewal option will be exercised, and the lease term is determined to be 10 years. However, at the end of year 8 the reporting entity elects to exercise the renewal option. Should the lease liability be remeasured at that time?**

Yes, in accordance with paragraph 21.a of SFFAS 54, the lease term should be reassessed when the reporting entity elects to exercise the renewal option at the end of year 8. Paragraph 44.a would require the reporting entity to also remeasure the lease liability as a result of the change in the lease term at that time.

52. **Should operating costs, such as utilities and janitorial services, included in a lease agreement, be excluded from the lease liability calculation?**

Yes, they should be excluded. Paragraph 73 of SFFAS 54 requires reporting entities with agreements that contain a lease and nonlease component to account for the lease and nonlease components as separate contracts or agreements, unless the contract or agreement meets the exception in paragraph 76.

LEASE ASSET

53. Can reporting entities apply the same capitalization thresholds used for PP&E to lease assets?

Generally it is not appropriate to apply PP&E capitalization thresholds to lease assets without considering the unique qualitative and quantitative characteristics of lease assets, and the lease liabilities to which they correspond, and their individual and collective significance in relation to the financial statements. Lease assets and liabilities that are significant, either individually or in the aggregate, should be recognized. Authoritative pronouncements do not provide specific guidance related to a determination of capitalization threshold amounts. However, reporting entities often establish capitalization thresholds. When applying a capitalization threshold to leases, lessees should consider the quantitative and qualitative significance of the lease assets, *in addition to* the quantitative and qualitative significance of the corresponding lease liabilities, both individually and in the aggregate. Capitalization thresholds should be established in a manner that provides due consideration to the materiality fundamentals discussed in Statement of Federal Financial Accounting Concepts 1, *Objectives of Federal Financial Reporting*, paragraphs 164.a-164.g.²

54. A reporting entity (lessee) makes prepayments for rent during a construction period before gaining access to the building. Can rental prepayments made during the construction period be reported as a lease asset at the time they are paid?

No, rental payments made before commencement of the lease term should be reported as prepayments (assets) rather than as lease assets. At the commencement of the lease term the right to occupancy is established. The right to use makes the underlying asset a resource to the lessee and provides the lessee with access to the underlying asset's present service capacity. Therefore, at the commencement of the lease term, the rental prepayments should be reclassified as part of the initial measurement of the lease asset, as provided in paragraph 49.b of SFFAS 54 (see also: TR par. 20 and 96).

55. Can composite or group methods be used to amortize lease assets?

Yes, composite or group methods can be used to amortize lease assets. If a reporting entity has many similar leases, it may choose to amortize the lease assets as a group rather than individually. Similarly, if a collection of dissimilar leases comprises, for example, a network subsystem, composite amortization may be applied to the lease assets of the subsystem. However, assets should not be grouped in a way that would prevent the reporting entity from meeting the disclosure requirements of paragraph 54 of SFFAS 54.

²Fundamentals are the underlying concepts of financial accounting that guide the selection of transactions, events, and circumstances to be accounted for; their recognition and measurement; and the means of summarizing and communicating them to interested parties. See Preamble to Statements of Federal Financial Accounting Concepts.

- 56. A reporting entity leases an underlying asset that is nondepreciable and amortizes the lease asset because it is not probable that it will purchase the underlying asset. If the reporting entity subsequently determines that it is probable that it will purchase the underlying asset, should the lease asset be remeasured to the amount of the initial measurement before the lease asset was amortized (as though it had been a nondepreciable PP&E asset)?**

No. If a lease contract includes a purchase option and the lessee determines that it is probable of being exercised, paragraph 51 of SFFAS 54 requires that the lease asset be amortized over the useful life of the underlying asset, unless the underlying asset is will be capitalizable and nondepreciable in the reporting period the option is expected to be exercised. If the reporting entity does not deem it probable at the commencement of the lease that it will purchase the underlying asset but later determines it is probable, the reporting entity should cease amortizing the lease asset as of the date that the reporting entity determines that it is probable that it will purchase the underlying asset. The reporting entity should not reclassify the lease asset as PP&E until the purchase occurs. However, the lessee should determine whether exercising the purchase option is expected to significantly affect the amount of the lease liability. A lease asset generally should be adjusted by the same amount as the corresponding lease liability when that liability is remeasured based on paragraphs 44-48 of SFFAS 54. Paragraph 44.c requires the lessee to remeasure the lease liability when an assessment of all relevant factors indicates that the likelihood of a purchase option being exercised has changed from probable to not probable, or vice versa.

If, the underlying asset will be non-capitalizable in the reporting period the purchase option is expected to be exercised, the lease asset should be amortized over the remaining lease term.

~~The requirement to cease amortizing lease assets when an option to purchase the nondepreciable underlying asset is probable (par. 51 of SFFAS 54) is based on the assumption that the underlying asset will also be a recognizable asset on the date the purchase option is exercised. If the underlying asset is a type of PP&E that will not be recognizable asset on the statement of financial position on the date the purchase option will be exercised based on other existing Statements, paragraph 51 does not apply. In such cases the reporting entity would continue to amortize the lease asset over the shorter of the lease term or the useful life of the underlying asset, as provided for under paragraph 50.~~

- 57. A reporting entity leases equipment. If the reporting entity subsequently determines that it is probable that it will purchase the equipment, should the lease asset be remeasured to the amount of the initial measurement before the lease asset was amortized?**

No. The reporting entity should continue to amortize its lease asset once it is determined to be probable that it will purchase a depreciable underlying asset. However, the reporting entity should prospectively amortize the lease asset over the remaining useful life of the underlying asset, if different from the lease term. Additionally, the lease asset carrying value that is amortized may change if the lease liability is adjusted for the change in likelihood of the purchase option being exercised (see also: TR par. 56).

this case, the loss in service utility was not permanent. Moreover, the PP&E subject to impairment is on the books of the lessor in accordance with paragraph 66 of SFFAS 54; not the lessee. Therefore, this is not impairment for the lessee. However, since future lease payments will be reduced, the lessee should remeasure the lease liability in accordance with paragraph 44.d and adjust the lease asset as required by paragraph 52.

COMPONENT REPORTING ENTITY DISCLOSURE REQUIREMENTS FOR LESSEES

59. Are SFFAS 6, paragraph 45 disclosure requirements applicable to lease assets?

No, SFFAS 6 disclosure requirements are only applicable to PP&E. Lease assets are not PP&E for lessees; lease assets are a right to use and access economic benefits derived from underlying PP&E assets. Lessees should provide disclosures on lease assets required by paragraph 54 of SFFAS 54; they should not apply PP&E disclosure requirements to their lease assets. Accounting and reporting requirements for PP&E rest with lessors (see also: par. 66 of SFFAS 54 and TR par. 18). However, leasehold improvements paid for (financed) by the lessee represent lessee PP&E and, accordingly, such leasehold improvements are subject to SFFAS 6, paragraph 45 disclosure requirements.

60. Does a lessee's ability to group lease activities for the purpose of disclosure also apply to disclosures in other paragraphs, such as disclosures of sublease transactions required by paragraph 88 of SFFAS 54?

Yes, the grouping provisions in paragraph 54 of SFFAS 54 apply to disclosures in which a grouping option is not specifically addressed in other disclosure requirements.

61. A reporting entity makes lease payments based solely on the use of leased equipment. Future payments are variable based on usage of the underlying asset; therefore, the reporting entity does not record a lease asset or a lease liability. Is the reporting entity required to disclose the lease?

Yes, the lessee should apply the disclosure requirements of SFFAS 54, paragraph 54 to leases other than short-term leases, contracts or agreements that transfer ownership, and intragovernmental leases (see also: TR par. 48).

62. A reporting entity purchases an underlying asset from the lessor and, as a result, terminates a lease. The reporting entity reclassifies the right-to-use lease asset balances to the appropriate PP&E asset class. How should this reclassification be disclosed in the notes to the financial statements?

Paragraph 54.b of SFFAS 54 requires that lease assets, and the related accumulated amortization, be disclosed separately from PP&E assets. Upon termination of the lease and purchase of the underlying asset, the lease disclosures will reflect the reclassification (removal of) the lease asset in the ending balances of the related totals. The disclosures need not specifically identify amounts reclassified. The reclassification would also be reflected elsewhere in the notes to the financial statements to the extent that other disclosure requirements, such as SFFAS 6 paragraph 45, apply to the asset class.

- 63. A reporting entity (lessee) has a portfolio of leases, many of which include potential residual value guarantee payments. How would these potential payments be reported in the financial statements?**

Paragraph 40.d of SFFAS 54 provides that amounts that are probable of being required to be paid by the lessee under residual value guarantees be included in the measurement of the lease liability.

Under SFFAS 5, paragraphs 40-42, contingent liabilities may be subject to disclosure requirements if the conditions for liability recognition are not met (that is, the residual value guarantee payments are not probable and/or reasonably measurable) and there is at least a reasonable possibility that a loss may have been incurred. Disclosure should include the nature of the residual value guarantee payment and an estimate of the possible liability, an estimate of the range of the possible liability, or a statement that such an estimate cannot be made. In some cases, residual value guarantee payments may be identified but the likelihood that such a payment will occur is assessed as remote and, therefore, no reporting is necessary under paragraph 42 of SFFAS 5.

LESSOR RECOGNITION, MEASUREMENT, AND DISCLOSURES FOR LEASES OTHER THAN SHORT-TERM LEASES, CONTRACTS OR AGREEMENTS THAT TRANSFER OWNERSHIP, AND INTRAGOVERNMENTAL LEASES

- 64. Paragraph 55 of SFFAS 54 requires that initial direct lease costs incurred by the lessor be reported as an expense of the period. What are initial direct lease costs?**

Initial direct lease costs are defined in paragraph 13 of SFFAS 54. Examples of potential initial direct lease costs are: (a) costs to originate a lease incurred in transactions with independent third parties that (1) result directly from and are essential to acquiring that lease, and (2) would not have been incurred had that leasing transaction not occurred; and (b) certain costs directly related to specified activities performed by the lessor for that lease. Those activities include evaluating the prospective lessee's financial condition; evaluating and recording guarantees, collateral, and other security arrangements; negotiating lease terms; preparing and processing lease documents; and closing the transaction (see also: TR par. 76).

LEASE RECEIVABLE

- 65. A reporting entity leases retail space to a vendor for 3 years. The payment in the first year is \$100,000; this amount is also considered the "minimum annual guarantee." The payment in the second year depends on sales in the first year. If the lessee's first year's sales exceed \$1,000,000, the minimum annual guarantee for the second year is \$110,000, but if the first year's sales are less than \$1,000,000, the minimum annual guarantee for the second year is \$100,000. The minimum annual guarantee for the third year is \$90,000 regardless of sales. What amounts should be included in the lessor's lease receivable at the commencement of the lease?**

The individual payments (undiscounted) to be included in the present value calculation of the lease receivable total \$290,000 (first year—\$100,000, second year—\$100,000, and third year—\$90,000). The lease receivable should include only the variable payments that are fixed in-substance and not dependent upon the future performance of the lessee, as described in paragraph 57 of SFFAS 54. In this example, the payments that will be made if the lessee has \$0 in sales each year should be included in the lease receivable at the commencement of the lease because that is the amount that is fixed in-substance.

- 66. In addition to fixed payments, a lease contract includes provisions for variable payments based on future performance and for a residual value guarantee that did not initially meet the criteria for inclusion in the initial lease receivable at lease inception. If those variable payments and the residual value guarantee subsequently meet the criteria for recognition, should the amounts be added to the existing lease receivable or be considered separate receivables?**

When the variable payments and residual value guarantee meet the criteria for recognition, the amounts should be considered separate receivables, and revenue should be recognized in the period to which those payments relate. Paragraphs 57-58 of SFFAS 54 state that variable payments based on future performance and residual value guarantees that are not fixed in-substance should not be included in the initial measurement of the lease receivable. Remeasurement of the lease receivable, as discussed in paragraph 61, is not required when those payments meet the criteria for recognition. Rather, the reporting entity would recognize a separate receivable and revenue when (a) a guarantee payment is required (as agreed to by the lessee and lessor) and (b) the amount can be reasonably estimated.

- 67. Can methodologies other than the interest method, such as straight-line amortization, be used to amortize the discount on lease receivables?**

Lease receivables should be amortized using the interest method. Paragraph 60 of SFFAS 54 states that lessors should calculate the amortization of the discount on the receivable and report that amount as interest revenue for the period. Any payments received should be allocated first to the accrued interest receivable and then to the lease receivable.

- 68. If the discount rate is updated based on the provisions in paragraph 63 of SFFAS 54, should the lease receivable be remeasured using the revised discount rate?**

Yes, if the criteria to update the discount rate are met in paragraph 63 of SFFAS 54, the lessor should remeasure the lease receivable using the revised discount rate.

UNEARNED REVENUE

- 69. Paragraph 50 of SFFAS 54 requires lessees to amortize their lease asset over the shorter of the lease term or the useful life of the underlying asset. Can the lessor recognize the unearned lease revenue over the useful life of the underlying asset if it differs from the lease term?**

No, the lessor should recognize revenue, including interest revenue, over the lease term, which may be different than the useful life of the underlying asset. The requirements for

leases are based on the premise that leases are financings, whereby lessees agree to make payments over time for the right to use an underlying asset.

- 70. Halfway through a 10-year lease, a lessor remeasures the lease receivable from \$5,000,000 to \$100,000, due to a reduction in the lease term. The related unearned revenue balance at that date is \$4,800,000. How does the remeasurement of the lease receivable affect the measurement of the remaining unearned revenue?**

The lessor should reduce the lease receivable by \$4,900,000 and the unearned revenue by \$4,800,000 and recognize a loss of \$100,000. According to paragraph 65 of SFFAS 54, the unearned lease revenue generally should be adjusted by the same amount as the corresponding lease receivable when the receivable is remeasured. However, if that change reduces the carrying value of the unearned revenue to zero, any remaining amount should be reported as a loss.

UNDERLYING ASSET

- 71. A reporting entity (lessor) leases a building to a non-federal lessee. The lease includes an option for the lessee to purchase the building for a set price that reflects the estimated fair market value of the building at the end of the lease term. Should the reporting entity derecognize the building if it determines it is reasonably certain that the lessee will exercise the purchase option?**

No, the reporting entity (lessor) should continue to report the building as PP&E until the purchase option is exercised by the lessee, consistent with paragraph 66 of SFFAS 54. Paragraph 58 of SFFAS 54 states that amounts to be received for the exercise price of a purchase option should be recognized as a receivable and revenue when that option is exercised.

- 72. How should the lessor assess impairment of an underlying asset when the rights to that asset are controlled by the lessee and the lessor does not have physical access to the underlying asset?**

Absent any indication of impairment from the lessee, or other impairment information known to the lessor, the lessor should not recognize any impairment of the underlying asset, in accordance with the provisions of SFFAS 44. Paragraph 13 of SFFAS 44 states that annual or periodic surveys to identify potential impairments are not required. Rather, significant events or changes in circumstances affecting the PP&E that may indicate impairment are conspicuous or known to the entity's management or oversight entities and are generally expected to have prompted consideration by management, oversight entities, or others. However, existing asset management processes and lease agreements may include such surveys by the lessor. If potential impairments are identified by the lessor through such processes, they would test for impairment in accordance with SFFAS 44.

COMPONENT REPORTING ENTITY DISCLOSURE REQUIREMENTS FOR LESSORS

- 73. Does a lessor's ability to group lease activities for the purpose of disclosure also apply to disclosures in other paragraphs, such as disclosures of sublease transactions required by paragraph 88 of SFFAS 54?**

Yes, the grouping provisions in paragraph 67 of SFFAS 54 apply to disclosures in which a grouping option is not specifically addressed in other disclosure requirements.

LEASE INCENTIVES AND LEASE CONCESSIONS

- 74. Lease incentive payments provided by a lessor before the commencement of a lease term are included in the initial measurement of the lease asset. How are such payments reported by the lessee until the lease asset is recognized at the time the lease term commences?**

Lease incentives received by a lessee before the commencement of the lease term would be recognized as advances received (liability), since they were received prior to the lease term.³ Upon commencement, paragraph 49.b of SFFAS 54 provides that lease incentives received at or before the commencement of the lease term should reduce the lessee's initial measurement of the lease asset. In this case, the advances received liability would then be reclassified as a reduction to the lease asset.⁴

- 75. A reporting entity (lessor) makes incentive payments to a lessee for moving costs. The payments are made prior to the commencement of the lease term. How are such payments reported by the reporting entity (lessor)?**

The reporting entity (lessor) should recognize an advance (asset) at the time the payments are made, since they were made prior to the commencement of the lease term.⁵ Upon commencement, paragraph 64.b of SFFAS 54 provides that lease incentives paid at or before the commencement of the lease term should reduce the lessor's initial measurement of the unearned revenue. In this case, the advance asset previously recognized would then be reclassified as a reduction in unearned revenue upon commencement of the lease term.

CONTRACTS OR AGREEMENTS WITH MULTIPLE COMPONENTS

- 76. A reporting entity (lessee) leases equipment that will be installed by the lessor, prior to the commencement of the lease term, for an additional \$100,000. The lease contract requires that the reporting entity pay the lessor for installation of the equipment in the subsequent reporting period. Should the reporting entity (lessee) record the installation costs as part of the lease liability or as a separate liability?**

Initial direct costs are not included in the measurement of the lease liability. Installation costs generally are considered a nonlease component because the payments are for installation costs and not for the right to use the equipment. Accordingly, the payments are not considered lease payments under paragraph 40 of SFFAS 54 and should be accounted for as a separate liability. However, installation costs are often ancillary charges necessary to

³Par. 60 of SFFAS 1 provides that advances received (liabilities) should not be netted against advances paid out (assets) in financial reports of the entity.

⁴This guidance applies to leases other than short-term leases, contracts or agreements that transfer ownership, and intragovernmental leases.

⁵See par. 60 of SFFAS 1.

place the lease asset into service and, therefore, should be included in the initial measurement of the *lease asset* in accordance with paragraph 49.c.

- 77. A reporting entity (lessee) leases two floors of an eight-floor building. A part of the lease payments covers the reporting entity's share of utilities and janitorial costs for maintaining a lobby that all tenants share. Should the utilities and janitorial costs for the lobby be included in the reporting entity's lease liability?**

Based on paragraph 73 of SFFAS 54, if it is practicable for the reporting entity to separate and estimate the costs for those services, the costs should not be included in the reporting entity's lease liability. For example, if the lease contract itself does not specify the amount (in dollars or percentage), the reporting entity could request that information from the lessor. Additionally, average charges per square foot may be used for estimation. However, if it is not practicable for the reporting entity to separate the costs and estimate them, based on the provisions in paragraph 76 of SFFAS 54, the janitorial services and utility costs for the lobby should be included in the reporting entity's lease liability.

- 78. A contract conveys the right to use a building for 30 years and the attached parking garage for 15 years. There is no stated interest rate included in the lease agreement. Should the discount rate be separately assessed for each component?**

Yes. Paragraph 74 of SFFAS 54 requires that lease contracts involving multiple underlying assets be accounted for as separate lease components if the underlying assets have different lease terms. The estimated incremental borrowing rate in this scenario would likely differ between the two components because of the difference in lease terms. When the interest rates for each component are not stated in the lease agreement, the estimated incremental borrowing rate for each component should be used, in accordance with paragraphs 42 (for lessees) and 59 (for lessors).

- 79. If a lease contract with multiple components meets the exception in paragraph 76 of SFFAS 54 to be accounted for as a single lease unit, paragraph 77 of that Statement requires that "the accounting for that unit should be based on the primary lease component within that unit." What factors may be useful in determining the primary lease component?**

The determination of which component is the primary lease component in a contract with multiple components requires professional judgment, maximizing the use of observable information. The following characteristics, among others, may be indicative of a primary component:

- a. The component performs a function that is the reporting entity's primary objective in entering into the contract.
- b. The component's fair value is substantial relative to the fair values of the other components.
- c. The lease term of the component is longer than the lease terms of the other components.
- d. The component's benefit to the reporting entity is substantial relative to the benefits of the other components.

80. **A reporting entity (lessee) leases office space, lab space, and a parking garage as part of one lease agreement. The prices for the individual components are not broken out in the lease and are not easily determinable by the lessee. Instead, the total price per square foot is included in the lease agreement. How should a reporting entity account for those lease components?**

In this case, the contract with multiple components would meet the exception in paragraph 76 of SFFAS 54 because the individual component prices are not easily determinable. If it is not practicable to determine a best estimate for price allocation for some or all components in a contract or agreement, a reporting entity should account for those components as a single lease unit in accordance with paragraph 77.

81. **A reporting entity (lessee) leases office space and has a flat-rate monthly fee included in the contract for print services. In this agreement, the lessor provides the printer/copier equipment, and the lessee pays a set monthly fee to use the equipment as part of the lease agreement. The payment amount does not change based on usage of the equipment, but rather it is fixed in nature. How should a reporting entity account for those lease components?**

The lessee should account for each underlying asset as a separate lease component in accordance with paragraphs 74-75 of SFFAS 54. Lessees should first use any prices for individual components that are included in the contract or agreement, as long as the price allocation does not appear to be unreasonable based on the terms of the contract or agreement and use professional judgment when necessary, maximizing the use of observable information, in accordance with paragraph 76.

CONTRACT OR AGREEMENT COMBINATIONS

82. **A reporting entity solicits bids for a fleet of vehicles and leases the assets from the lowest qualified bidder. A separate lease agreement is used for each vehicle. The leases are entered into over the course of several months as the reporting entity reviews the specifications of each agreement. The lease contracts do not provide information about the reporting entity's objective(s). Can the reporting entity's procurement processes be used to determine whether there is a single objective?**

Yes. Paragraph 78 of SFFAS 54 requires that contracts that are entered into at or near the same time with the same counterparty be considered part of the same contract if negotiated as a package with a single objective. In this situation, in the absence of explicit information in the contracts about the reporting entity's objective(s), the reporting entity's procurement processes provide sufficient information to determine the reporting entity's objective(s) for entering into the lease agreements.

83. **A reporting entity enters into a master vendor agreement that specifies models, prices, and contract terms for computers. Services and departments within the reporting entity subsequently contact the vendor for individual orders to lease the computers as needed. Should all the computers leased under a master vendor agreement be considered one contract for the purpose of applying the requirements in paragraph 78 of SFFAS 54?**

The use of a master vendor agreement does not require that the underlying individual orders (which are all with the same counterparty) be accounted for as part of the same contract unless the orders are entered into at or near the same time and at least one of the criteria in paragraphs 78 of SFFAS 54 is met.

LEASE TERMINATIONS AND MODIFICATIONS

- 84. While a lease contract is in effect, the provisions of the contract are amended to change the number of vehicles included in the contract. Are additions and subtractions of underlying assets in a lease accounted for as a lease modification or a lease termination?**

A lease amendment that adds an underlying asset to the contract is a lease modification (for example, increasing the lease from 15 vehicles to 20). A lease modification should be accounted for as either a separate lease (if it meets the criteria in par. 84 of SFFAS 54) or a remeasurement of the existing lease. Alternatively, a lease amendment that removes an underlying asset from the contract (for example, decreasing the lease from 20 vehicles to 15) should be accounted for as a partial lease termination (see par. 81-83 of SFFAS 54).

- 85. A 10-year lease contract includes an option to extend the lease for 5 years if both the lessor and lessee agree. The lease term was originally assessed as 10 years. Because both parties have to agree to extend, paragraph 19.a of SFFAS 54 refers to this as a cancelable period and, therefore, it has been excluded from the lease term. If, during the lease term, the lessor and the lessee agree to extend the contract for 5 years, should this be accounted for as a lease modification or as a new lease?**

Because both parties have to agree to the optional 5-year period, it is considered cancelable and, therefore, not subject to the lease term reassessment guidance in paragraph 21 of SFFAS 54 prior to the lease modification. However, once the lessor and the lessee agree to exercise the option to extend, the 5-year period becomes noncancelable and should be accounted for as a lease modification, thereby subjecting the lease to reassessment criteria under paragraph 21.d. Paragraph 80 of SFFAS 54 states that lengthening a lease term while the contract is in effect is an amendment that should be considered a lease modification.

- 86. Two years into a lease with an original lease term of 10 years, the remaining lease term is reassessed as a result of an amendment and reduced from 8 years to 5 years. At the time of the amendment, the carrying value of the lease liability is \$80,000, and the carrying value of the lease asset is \$76,000. How should the lessee account for the partial termination of the lease?**

In accordance with paragraph 82 of SFFAS 54, the lessee should account for the partial termination by reducing the carrying values of the lease liability and the lease asset and recognizing a gain or loss for the difference, if applicable. For example, if, in accordance with paragraph 44 of SFFAS 54, the lessee determines that the remeasured liability is \$50,000, the lease liability and the lease asset each should be reduced by \$30,000. Since both the liability and asset can be reduced by the same amount in this example, there would be no gain or loss to record.

- 87. Two years into a 10-year lease, the remaining lease agreement is canceled. The carrying value of the lease receivable is \$80,000, and the related unearned revenue is \$76,000. How should the lessor account for the full termination of the lease?**

In accordance with paragraph 83 of SFFAS 54, once the lease is terminated, the carrying value of the lease receivable and the related unearned revenue should be eliminated. A loss of \$4,000 (the difference) would also be recognized.

- 88. Three years into a 4-year lease, a reporting entity (lessee) modifies its lease from 200 vehicles to 230 vehicles which, if remeasured, would change the remaining lease liability from \$200,000 to \$202,500. The reporting entity has determined that the increase in the lease payments appears to be unreasonable (as discussed in par. 84.b of SFFAS 54) because it is very low when compared to the value of the additional underlying assets. How should the reporting entity account for the amendment to the lease?**

Because the reporting entity has determined that the increase in the lease payments appears to be unreasonable, the reporting entity should account for this as a lease modification, but not as a separate lease, because the condition in paragraph 84.b of SFFAS 54 is not present. Paragraph 85 of SFFAS 54 states that unless a modification is reported as a separate lease as provided by paragraph 84, a lessee should account for a lease modification by remeasuring the lease liability. The lease asset should be adjusted by the difference between the remeasured liability and the liability immediately before the lease modification. Thus, the lease asset should be increased by \$2,500, which represents the difference between the remeasured liability and the liability immediately before the lease modification.

- 89. A reporting entity (lessor) leases one floor of an office building to a private party for several years. In the middle of the lease, a significant downturn in the local real estate market occurs. The reporting entity and the lessee renegotiate the rental payments for the remainder of the lease. The lease receivable before the amendment was \$500,000 and after it was \$270,000. How should the reporting entity account for the lease modification?**

Paragraph 86 of SFFAS 54 states that unless a modification is reported as a separate lease as provided in paragraph 84, a lessor should account for a lease modification by remeasuring the lease receivable. Thus, the lease receivable should decrease by \$230,000, which represents the difference between the receivable before the lease modification and the remeasured receivable. Additionally, the unearned revenue should decrease by \$230,000. However, to the extent that the change in the lease receivable relates to payments for the current period, the change should be recognized as a decrease in revenue.

SUBLEASES

- 90. Paragraphs 87-88 of SFFAS 54 require subleases to be accounted for as separate transactions and disclosed separately. Do these requirements apply to short-term and intragovernmental leases?**

Yes, the requirements in paragraphs 87-88 of SFFAS 54 apply to short-term and intragovernmental leases that are part of sublease transactions.

91. **Reporting entity “Agency ABC” enters into a lease agreement on behalf of the U.S. government with a lease term of 10 years for the right to use a residential property on international soil. The occupancy assignments and transfers of occupancy assignments amongst various reporting entities within the U.S. government (including reporting entities other than Agency ABC) and their related personnel is managed by a government services officer employed by Agency ABC and an inter-agency housing board. Occupancy assignment durations are based on tours of duty and oftentimes 2 years or less, but may extend beyond 2 years. Rental payments are made directly to the original lessor by the occupying agencies assigned. How should such a lease be reported by Agency ABC?**

The requirements of paragraphs 87-88 of SFFAS 54 would apply, and Agency ABC would account for the original lease (as original lessee) and subleases (as sublessor) as separate transactions. The original lease would meet the definition of a right-to-use lease asset on the books of the original lessee, whereas the sublease would meet the definition of an intragovernmental lease between the original lessee / sublessor and the sublessee. The original lease resides with the Agency ABC under its legislative authorities and, therefore, this is not a legal transfer or assignment of the lease contract to another reporting entity, but a sublease.

SALE-LEASEBACK TRANSACTIONS

92. **The difference between the carrying value of PP&E that was sold and the net proceeds of the sale in a sale-leaseback transaction is reported by the seller-lessee as unearned lease revenue or deferred expense and subsequently recognized in the statement of net cost. Should the amount of revenue or expense recognized in subsequent years be considered part of the sale transaction or the lease transaction?**

The recognition of the unearned revenue or deferred expense should be considered a component of the sale transaction because this amount represents the overall gain or loss on the sale of the PP&E.

93. **A reporting entity sells a building to a third party and leases a different but equivalent building from the same party. Is this a sale-leaseback transaction?**

No. A sale-leaseback transaction involves the sale and leaseback of the same underlying asset. Because the sale and the lease relate to two different underlying assets, the sale and the lease should be recorded as two separate transactions.

94. **Do the disclosures for sale-leaseback transactions apply to short-term and intragovernmental leases?**

The requirements of paragraphs 89-92 of SFFAS 54 apply to short-term leases that are part of sale-leaseback transactions, provided that the transaction qualifies as a sale under SFFAS 7, *Accounting for Revenue and Other Financing Sources and Concepts for Reconciling Budgetary and Financial Accounting*, paragraph 295.

For intragovernmental leases, paragraph 89 of SFFAS 54 provides that a similar intragovernmental transaction would not qualify as a sale under SFFAS 7, paragraph 295. Paragraph 295 of SFFAS 7 only applies to sales transactions with the public. As such, intragovernmental transactions that appear to resemble sale-leasebacks would not qualify as a sale and should be accounted for as a borrowing by both the seller-lessee and the buyer-lessor.

LEASE-LEASEBACK TRANSACTIONS

- 95. A reporting entity leases an office building to a non-federal party and determines that, as a lessor, its initial lease receivable and related unearned revenue are \$3,000,000. The reporting entity leases back one floor of the building to house its finance department and determines that, as a lessee, its initial lease liability and related lease asset are \$700,000. How should the lease-leaseback transaction be reported?**

Paragraph 93 of SFFAS 54 requires that lease-leaseback amounts be disclosed separately but then displayed in the financial statements as net transactions. In a lease-leaseback transaction, each party is both a lessor and a lessee. Because each portion of the transaction is with the same counterparty, a right of offset exists. The lease liability and the lease receivable should be offset and reported as either a net lease liability or a net lease receivable. Similarly, the lease asset and the unearned lease revenue should be offset. In this example, the reporting entity should report a lease receivable (net of the leaseback) and an unearned revenue (net of the leaseback) of \$2,300,000 on the statement of financial position.

The reporting entity should disclose the amounts of the lease and leaseback separately. In this example, the reporting entity would include the \$3,000,000 in lease receivable and unearned revenue and \$700,000 in lease liability and lease asset in its lease-leaseback disclosures in accordance with paragraph 93.

- 96. A reporting entity leases land to a contractor on which the contractor will build a new building and lease both the land and the building back to the reporting entity. The reporting entity makes advance lease payments to the contractor during construction. How should the reporting entity report the lease during the construction period?**

Prior to the new building being made available to the reporting entity, the lease of the land to the contractor should be reported as a standalone lease. Any lease payments made to the contractor prior to the new building being made available should be reported as an advance. Once the new building is made available to the reporting entity, the lease and the prepayment should be accounted for as a lease-leaseback transaction (see also: TR par. 20 and 54).

- 97. Do the disclosures for lease-leaseback transactions apply to short-term and intragovernmental leases?**

Yes, the disclosure requirements of paragraph 93 of SFFAS 54 apply to short-term and intragovernmental leases that are part of lease-leaseback transactions.

TRANSITION GUIDANCE FOR IMPLEMENTATION

98. **For leases that were reported as operating leases prior to the implementation of SFFAS 54, should a reporting entity determine what the lease asset would have been at the commencement of the lease if it initially had been recognized and amortized in prior periods under the provisions of SFFAS 54?**

No. Paragraph 96 of SFFAS 54 states that leases should be recognized and measured using the facts and circumstances that exist at the beginning of the reporting period for implementation. The reporting entity should not estimate what the lease asset would have been if it initially had been recognized and amortized in prior periods as a lease under the provisions of SFFAS 54. The lease liability should be initially measured using the remaining lease term, associated lease payments, and discount rate as of the beginning of the period of implementation. The right-to-use lease asset should be measured based on the lease liability at that date.

In accordance with paragraph 13 of SFFAS 21, *Reporting Corrections of Errors and Changes in Accounting Principles*, the cumulative effect of the change in prior periods should be reported as a “change in accounting principle” adjustment to the beginning balance of cumulative results of operations in the statement of changes in net position for the period the change is made. Prior period financials presented for comparative purposes should be presented as previously reported. The nature of the change in accounting principle and its effect on relevant balances should be disclosed in the period of implementation.

99. **For leases that were reported as operating leases prior to the implementation of SFFAS 54, how should unamortized balances for previously-reported lease incentives/concessions be reported at implementation of SFFAS 54?**

Upon implementation of SFFAS 54, any unamortized balances for previously-reported lease incentives/concessions should be reduced to zero. Leases should then be evaluated in accordance with paragraphs 96-97 of SFFAS 54 at implementation. Any lease incentives and concessions affecting future lease payments would be included in the lease liability and lease asset measurement. For short-term and intragovernmental leases, lease incentives and lease concessions will be accounted for in accordance with paragraphs 23-24 and 31 of SFFAS 54, respectively.

In accordance with paragraph 13 of SFFAS 21, the cumulative effect of the change in prior periods should be reported as a “change in accounting principle” adjustment to the beginning balance of cumulative results of operations in the statement of changes in net position for the period the change is made (see also TR par. 98).

100. **Should leases that were reported as capital leases prior to the implementation of SFFAS 54, but have 24 months or less remaining at implementation be removed from the balance sheet? If so, should the difference between the carrying value of the asset and the remaining lease liability be recognized as a change in accounting principle?**

If there was a transfer of ownership at the end of the lease term, then paragraph 25 of SFFAS 54 would apply. If there was not a transfer of ownership, then the remaining lease term of 24 months or less would make this a short-term lease (par. 22 of SFFAS 54) in accordance with paragraph 97.b. The adjustment for the difference in the carrying value of the asset and remaining capital lease liability, which were previously on the books and then removed, should be made to the beginning balance of cumulative results of operations in the statement of changes in net position for the period in which the change is made as a “change in accounting principle.”

CONFORMING AMENDMENTS TO EXISTING TECHNICAL RELEASES

AMENDMENTS TO TECHNICAL RELEASE 10

101. Footnote 4 of paragraph 3 of TR 10, *Implementation Guidance on Asbestos Cleanup Costs Associated with Facilities and Installed Equipment*, is amended as follows:

FN 4 - For the purpose of this document, real property is defined as federal facilities and installed equipment; and includes 1) real property acquired through capital leases, including leasehold improvements; and 2) real property owned by the reporting entity in the hands of or leased to others (e.g., state and local governments, colleges and universities, or federal contractors); and 3) real property acquired through contracts or agreements that transfer ownership (see SFFAS 6, par. 18).

AMENDMENTS TO TECHNICAL RELEASE 16

102. Paragraphs 26-27 of TR 16, *Implementation Guidance for Internal Use Software*, are rescinded.
103. Paragraph 29 of TR 16 is amended as follows:

29. If a cloud computing arrangement includes a software license, the customer should account for the software license element of the arrangement consistent with the acquisition of other software licenses in accordance with the lease criteria stated in SFFAS 5 and SFFAS 6, and as discussed in paragraph 26 of this TR. SFFAS 10 is not applicable to a cloud computing arrangement that does not convey a contractual right to the IUS or to ones that do not include an IUS license. The entity that develops and owns the software, platform, or infrastructure that is used in the cloud computing arrangement would account for the software development in accordance with SFFAS 10. If the funding to develop cloud computing is shared among entities without clear ownership, the service provider entity that receives funding and is responsible for maintaining the software, platform, or infrastructure should account for the software in accordance with SFFAS 10 and the full cost/inter-entity cost requirements of SFFAS 4.

EFFECTIVE DATE

104. This Technical Release is effective for reporting periods beginning after September 30, 2023.

The provisions of this Statement need not be applied to information if the effect of applying the provision(s) is immaterial. Refer to Statement of Federal Financial Accounting Concepts 1, *Objectives of Federal Financial Reporting*, chapter 7, titled *Materiality*, for a detailed discussion of the materiality concepts.

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APPENDIX A: BASIS FOR CONCLUSIONS

This appendix discusses factors considered significant by Committee members in reaching the conclusions in this guidance. It includes the reasons for accepting certain approaches and rejecting others. Individual members gave greater weight to some factors than to others. The guidance enunciated in this Technical Release—not the material in this appendix—should govern the accounting for specific transactions, events, or conditions.

This Technical Release may be affected by later Technical Releases. The FASAB Handbook is updated annually and includes a status section directing the reader to any subsequent Technical Releases that amend this Technical Release. The authoritative sections of the Technical Releases are updated for changes. However, this appendix will not be updated to reflect future changes. The reader can review the basis for conclusions of the amending Technical Release for the rationale for each amendment.

PROJECT HISTORY

- A1. Statement of Federal Financial Accounting Standards (SFFAS) 54, *Leases*, was issued in April 2018 with an effective date for reporting periods beginning after September 30, 2020. The effective date was later amended by SFFAS 58, *Deferral of the Effective Date of SFFAS 54, Leases*, to reporting periods beginning after September 30, 2023.
- A2. In August 2019, the Federal Accounting Standards Advisory Board (FASAB or “the Board”) and the Accounting and Auditing Policy Committee (AAPC or “the Committee”) commenced projects on their technical agendas to identify implementation challenges and develop guidance related to SFFAS 54.
- A3. Previously, in February 2019, the Committee exposed conforming changes to Technical Release (TR) 10, *Implementation Guidance on Asbestos Cleanup Costs Associated with Facilities and Installed Equipment*, and TR 16, *Implementation Guidance for Internal Use Software*, as a result of the effects that SFFAS 54 had on such guidance.
- A4. The AAPC assembled a large group of task force members—over 100 stakeholders—as a means of crowdsourcing the identification and analysis of a wide breadth of potential SFFAS 54 implementation topics. The task force provided input to project staff by:
 - a. Reviewing project staff’s content analysis of questions and answers contained in Governmental Accounting Standards Board (GASB) *Implementation Guide 2019-3, Leases*, and determining the extent to which each question and answer contained therein was applicable in the federal context.¹
 - b. Suggesting implementation topics not addressed in GASB 2019-3.
 - c. Identifying and discussing potential omnibus SFFAS amendment candidates that may need to be issued in tandem with the implementation guidance for purposes of

¹The GASB material is copyrighted by the Financial Accounting Foundation (FAF), 401 Merritt 7, P.O. Box 5116, Norwalk, CT 06856-5116, and was used with permission. Complete copies of the documents are available from the FAF.

providing clarification or closing loopholes. Such candidates were then relayed to FASAB for its consideration.

- d. Providing editorial and technical comments and illustrative examples on draft versions of implementation guidance questions and answers developed by staff. The working drafts were developed and reviewed, by topic area, over the course of several task force meetings organized by project staff.

A5. As a result of the prior collaboration between FASAB and the GASB on SFFAS 54 and *Statement No. 87, Leases*, respectively, staff met with GASB staff during the development of the proposed guidance to discuss implementation issues and approaches for developing consistent guidance in areas where the related standards and implementation issues align. As a result of this collaboration, similar wording appears in some sections of this guidance and analogous GASB implementation guidance.

A6. Due to the high volume of implementation guidance, project staff provided drafts of proposed questions and answers to the AAPC piecemeal for its review and input prior to its respective actions to release the exposure draft (ED) for public comment.

A7. The AAPC discussed working drafts of the guidance at length following each piecemeal review. A majority of implementation issues identified by or communicated to the Committee are addressed in the proposed questions and answers. Implementation issues that could not be addressed in the TR are primarily excluded for reasons set forth in FASAB's Rules of Procedure, which sets forth limitations regarding the purpose and scope of TRs. Such issues were referred to the Board and the AAPC chair as deemed appropriate for their consideration for purposes of (a) developing omnibus amendment proposals related to leases, and/or (b) considering additional projects on leases-related topics.

SUMMARY OF OUTREACH AND RESPONSES

A8. The AAPC released an ED proposal on November 2, 2020, for public comment, with comments requested by February 5, 2021. The proposal was released as a joint ED in tandem with an ED for a proposed Statement on omnibus amendments to leases-related topics. Upon release of the ED, FASAB notified constituents through the FASAB website and listserv, the Federal Register, and FASAB newsletter. FASAB also provided news releases to its press contacts, including various news organizations and committees of professional associations generally commenting on EDs in the past. To encourage responses, a reminder notice was provided to FASAB's listserv near the comment deadline.

A9. Twenty-five comment letters were received in response to the joint ED. Respondents were generally supportive of the proposed TR. In response to comment letters, several questions and answers were improved and clarified. In addition, comments to the proposed omnibus amendments to leases-related topics Statement were coordinated between the AAPC and the Board where appropriate to ensure consistency.

A10. The AAPC also resumed its analysis of comment letters related to the previously-exposed conforming amendment proposals for TR 10 and TR 16. FASAB staff elevated the issues raised by certain respondents of the ED to the Board. The Board expressed an intent to begin considering projects to comprehensively address intangible assets and service-based

information technology arrangements. In light of the Board's decision, coupled with due process limitations surrounding the purposes and uses of TRs, the Committee agreed to conform TR 16 by rescinding certain guidance that requires Board action. The Committee also agreed to further conform TR 10 to omnibus proposals more recently agreed to by the Board.

AAPC AND BOARD APPROVAL

A11. [Pending]

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APPENDIX B: ABBREVIATIONS

AAPC	Accounting and Auditing Policy Committee
ED	Exposure Draft
FAF	Financial Accounting Foundation
FASAB	Federal Accounting Standards Advisory Board
GASB	Governmental Accounting Standards Board
PP&E	Property, Plant, and Equipment
SFFAC	Statement of Federal Financial Accounting Concepts
SFFAS	Statement of Federal Financial Accounting Standards
TR	Federal Financial Accounting Technical Release

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