

LEASE NO. GS-10B-07370

Standard Lease
GSA FORM L201C (October 2012)

This Lease is made and entered into between

Robert G. Stevens, Carol Stevens and Betts, LLC

(Lessor), whose principal place of business is **Rocky Mountain Management (RMMD), 2700 W. Airport Way, Boise, Idaho, 83705-5068**, and whose interest in the Property described herein is that of Fee Owner, and

The United States of America

(Government), acting by and through the designated representative of the General Services Administration (GSA), upon the terms and conditions set forth herein.

Witnesseth: The parties hereto, for the consideration hereinafter mentioned, covenant and agree as follows:

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

2141 Airport Way, Suites 100/700, Boise, ID 83075-5198

and more fully described in Section 1 and Exhibit A, together with rights to the use of parking and other areas as set forth herein, to be used for such purposes as determined by GSA.

LEASE TERM

To Have and To Hold the said Premises with its appurtenances for the term June 1, 2013-May 31, 2023, subject to termination and renewal rights as are hereinafter set forth. This lease supersedes GSA Lease GS-10B-06942. Lessor hereby releases the Government from any and all claims associated with Lease GS-10B-06942.

In Witness Whereof, the parties to this Lease evidence their agreement to all terms and conditions set forth herein by their signatures below, to be effective as of the date of delivery of the fully executed Lease to the Lessor.

[Redacted Signature]

Title: OWNER/SEC

Date: 20 MAY 2013

[Redacted Signature]

Title: PROS

Date: May 20, 2013

FOR THE GOVERNMENT:
[Redacted Signature]

Name: Lindsey Snow

Title: Lease Contracting Officer

General Services Administration, Public Buildings Service

Date: 6/5/13

WITNESSED FOR THE LESSOR BY:

Name: _____

Title: _____

Date: _____

FOR [Redacted Signature]

Name: _____

Title: PROS

Date: May 20, 2013

CFS
CFS

SECTION 1 THE PREMISES, RENT, AND OTHER TERMS

1.01 THE PREMISES (JUN 2012)

The Premises are described as follows:

A. Office and Related Space: 9,191 rentable square feet (RSF), yielding 8,350 ANSI/BOMA Office Area (ABOA) square feet (SF) of office, and related Space located on the first floor(s) and known as Suites 100 and 700, of the Building, as depicted on the floor plan(s) attached hereto as Exhibit A.

B. Common Area Factor: The Common Area Factor (CAF) is established as 1.10 percent. This factor, which represents the conversion from ABOA to rentable square feet, rounded to the nearest whole percentage, shall be used for purposes of rental adjustments in accordance with the Payment Clause of the General Clauses.

1.02 EXPRESS APPURTENANT RIGHTS (JUN 2012)

The Government shall have the non-exclusive right to the use of Appurtenant Areas, and shall have the right to post Rules and Regulations Governing Conduct on Federal Property, Title 41, CFR, Part 102-74, Subpart C within such areas. The Government will coordinate with Lessor to ensure signage is consistent with Lessor's standards. Appurtenant to the Premises and included in the Lease are rights to use the following:

A. Parking: 51 parking spaces as depicted on the plan attached hereto as Exhibit A-2, for the use of the Government, of which shall be surface/outside parking spaces. In addition, the Lessor shall provide such additional parking spaces as required by the applicable code of the local government entity having jurisdiction over the Property.

B. Antennas, Satellite Dishes, and Related Transmission Devices: Space located on the roof of the Building sufficient in size for the installation and placement of the telecommunications equipment as such may be described herein, together with the right to access the roof and use of, all Building areas (e.g., chases, plenums) necessary for the use, operation and maintenance of such equipment at all times during the term of this Lease.

1.03 RENT AND OTHER CONSIDERATION (SEP 2012)

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

Year	Annual Shell Rent	Annual Operating Cost ¹	Annual Building Specific Security ²	Total Annual Rent
6/1/13-5/31-14	\$ 124,997.60	\$ 28,491.83	\$ 3,769.50	\$ 157,258.93
6/1/14-5/31-15	\$ 127,497.55	\$ 28,491.83	\$ 3,769.50	\$ 159,758.88
6/1/15-5/31/16	\$ 130,047.50	\$ 28,491.83	\$ 3,769.50	\$ 162,308.83
6/1/16-5/31/17	\$ 132,648.45	\$ 28,491.83	\$ 3,769.50	\$ 164,909.78
6/1/17-5/31/18	\$ 135,301.42	\$ 28,491.83	\$ 3,769.50	\$ 167,562.75
6/1/18-5/31/19	\$ 138,683.96	\$ 28,491.83	\$ 3,769.50	\$ 170,945.29
6/1/19-5/31/20	\$ 142,151.06	\$ 28,491.83	\$ 3,769.50	\$ 174,412.39
6/1/20-5/31/21	\$ 145,704.83	\$ 28,491.83	\$ 3,769.50	\$ 177,966.16
6/1/21-5/31/22	\$ 149,347.45	\$ 28,491.83	\$ 3,769.50	\$ 181,608.78
6/1/22-5/31/23	\$ 153,081.14	\$ 28,491.83	\$ 3,769.50	\$ 185,342.47

Rounded sum 6/15/13

¹ Operating Costs rent calculation: \$3.10 per RSF multiplied by 9,191 RSF. Operating Costs subject to annual CPI increase.

² Building Specific Amortized Capital (BSAC) costs of \$37,695.00 are amortized at a rate of 0 percent per annum over 10 years.

B. Rent is subject to adjustment based upon a mutual on-site measurement of the Space upon acceptance, not to exceed 8,350 ABOA SF based upon the methodology outlined under the "Payment" clause of GSA Form 3517.

C. Rent is subject to adjustment based upon the final Tenant Improvement (TI) cost to be amortized in the rental rate, as agreed upon by the parties subsequent to the Lease Award Date.

D. Intentionally deleted

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

F. Rent shall be paid to Lessor by electronic funds transfer in accordance with the provisions of the General Clauses. Rent shall be payable to the Payee designated in the Lessor's System for Award Management (SAM). If the payee is different from the Lessor, both payee and Lessor must be registered in System for Award Management (SAM).

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

1. The leasehold interest in the Property described in the paragraph entitled "The Premises."
2. All costs, expenses and fees to perform the work required for acceptance of the Premises in accordance with this Lease, including all costs for labor, materials, and equipment, professional fees, contractor fees, attorney fees, permit fees, inspection fees, and similar such fees, and all related expenses;
3. Performance or satisfaction of all other obligations set forth in this Lease; and all services, utilities, and maintenance required for the proper operation of the Property, the Building, and the Premises in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements, and improvements required to be made thereto to meet the requirements of this Lease.

H. Intentionally deleted

1.04 BROKER COMMISSION AND COMMISSION CREDIT (JUN 2012)

A. UGL Services Equis Operations Co. (Broker) is the authorized real estate Broker representing GSA in connection with this Lease transaction. The total amount of the Commission is [REDACTED] and is earned upon Lease execution, payable according to the Commission Agreement signed between the two parties. Only [REDACTED] of the Commission will be payable to UGL Services Equis Operations Co. with the remaining [REDACTED], which is the Commission Credit, to be credited to the shell rental portion of the annual rental payments due and owing to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue until the credit has been fully recaptured in equal monthly installments over the shortest time practicable.

B. Notwithstanding the "Rent and Other Consideration" paragraph of this Lease, the shell rental payments due and owing under this Lease shall be reduced to recapture fully this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

Month 1 Shell Rental Payment \$10,546.47 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 1st Month's Shell Rent for a total of [REDACTED] adjusted 1st Month's Rent.

Month 2 Shell Rental Payment \$10,546.47 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 2nd Month's Shell Rent for a total of [REDACTED] adjusted 2nd Month's Rent.

Month 3 Shell Rental Payment \$10,546.47 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 3rd Month's Shell Rent for a total of [REDACTED] adjusted 3rd Month's Rent.

1.05 TERMINATION RIGHTS (AUG 2011)

The Government may terminate this Lease, in whole or in part, at any time effective after 5/31/23 (during either of the renewal options), by providing not less than 90 days' prior written notice to the Lessor. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination.

1.06 RENEWAL RIGHTS (AUG 2011)

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

	OPTION TERM [REDACTED]
	ANNUAL SHELL ANNUAL RATE
[REDACTED]	[REDACTED]
OPERATING COSTS	[REDACTED] OF EXISTING LEASE TERM. OPTION TERMS ARE SUBJECT TO CONTINUING ANNUAL ADJUSTMENTS.

[REDACTED]	
ANNUAL SHELL RENT	ANNUAL RATE / RSF
[REDACTED]	
OPERATING COSTS	OPERATING COST BASIS SHALL CONTINUE [REDACTED] OF EXISTING LEASE TERM.

provided notice is given to the Lessor at least 90 days before the end of the original Lease term, all other terms and conditions of this Lease, as same may have been amended, shall remain in force and effect during any renewal term.

1.07 DOCUMENTS INCORPORATED IN THE LEASE (SEP 2012)

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

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
FLOOR PLAN(S)	1	A-1
PARKING PLAN(S)	1	A-2
AGENCY SPECIFIC REQUIREMENTS	7	B
SECURITY REQUIREMENTS	7 <i>6</i>	C
SECURITY UNIT PRICE LIST	1 <i>2</i>	L
GSA FORM 3517B GENERAL CLAUSES	46	E
GSA FORM 3518, REPRESENTATIONS AND CERTIFICATIONS	10	H
SEISMIC OFFER FORMS EXISTING BUILDING	4	M
VOICE AND DATA WIRING SPECIFICATIONS	20	L-3

SMM 6/5/13

1.08 INTENTIONALLY DELETED

1.09 INTENTIONALLY DELETED

1.10 INTENTIONALLY DELETED

1.11 INTENTIONALLY DELETED

1.12 INTENTIONALLY DELETED

1.13 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT (JUN 2012)

As of the Lease Award Date, the Government's Percentage of Occupancy, as defined in the "Real Estate Tax Adjustment" paragraph of this Lease is 41.77 percent. The Percentage of Occupancy is derived by dividing the total Government Space of 9,191 RSF by the total Building space of 22,002 RSF.

1.14 REAL ESTATE TAX BASE (JUN 2012)

The Real Estate Tax Base, as defined in the "Real Estate Tax Adjustment" paragraph of the Lease is \$1.75 and the tax parcel number is R8184730220.

1.15 OPERATING COST BASE (AUG 2011)

The parties agree that for the purpose of applying the paragraph titled "Operating Costs Adjustment" that the Lessor's base rate for operating costs shall be ~~\$3.10 per RSF~~ (\$28,491.83/annum).

SMM 6/5/13

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

In accordance with the paragraph entitled "Adjustment for Vacant Premises," if the Government fails to occupy or vacates the entire or any portion of the leased Premises prior to expiration of the term of the Lease, the operating costs paid by the Government as part of the rent shall be reduced by \$0.00 per ABOA SF of Space vacated by the Government.

LESSOR: *MA*
CFB
CFB GOVERNMENT: *SMM*

1.17 HOURLY OVERTIME HVAC RATES (AUG 2011)

The following rates shall apply in the application of the paragraph titled "Overtime HVAC Usage": No Cost (\$0.00) per hour for the entire Space.

1.18 24-HOUR HVAC REQUIREMENT (APR 2011)

The hourly overtime HVAC rate specified above shall not apply to any portion of the Premises that is required to have heating and cooling 24 hours per day. If 24-hour HVAC is required by the Government for any designated rooms or areas of the Premises, such services shall be provided by the Lessor at an annual rate at no cost (\$0.00) per ABOA SF of the area receiving the 24-hour HVAC. Notwithstanding the foregoing, Lessor shall provide this service at no additional cost to the Government if the Lessor provides this service to other tenants in the Building at no additional charge.

1.19 BUILDING IMPROVEMENTS (SEP 2012)

A. Lessor must maintain an ADA compliant walkway allowing pedestrian access 24 hours per day/ 7 days a week to and from the National Interagency Fire Center Compound (NIFC) which is located at 3833 S. Development Avenue, Boise, Idaho. Compliance of access way terms above shall be at the discretion of the Lease Contracting Officer.

1.20 HUBZONE SMALL BUSINESS CONCERNS ADDITIONAL PERFORMANCE REQUIREMENTS (MAR 2012)

If the Lessor is a qualified HUBZone small business concern (SBC) that did not waive the price evaluation preference then as required by 13 C.F.R. 126.700, the HUBZone SBC must spend at least 50% of the cost of the contract incurred for personnel on its own employees or employees of other qualified HUBZone SBC's and must meet the performance of the work requirements for subcontracting in 13 C.F.R. § 125.6(c). If the Lessor is a HUBZone joint venture, the aggregate of the qualified HUBZone SBC's to the joint venture, not each concern separately, must perform the applicable percentage of work required by this clause.

LESSOR: [Signature] GOVERNMENT: [Signature]
CFS
CFS