

LEASE NO. GS-10B-07359

Simplified Lease
GSA FORM L201A (September 2012)

INSTRUCTIONS TO OFFERORS: Fill in this form with the required information where appropriate, initial each page, sign on this page (type in name and title), and have a witness to your signature sign also. Upon selection for award, GSA will countersign the Lease document.

This Lease is made and entered into between

Ronald & Sandra Frazell

(Lessor), whose principal place of business address is [REDACTED] 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

1750 and 1754 Foote Drive, Idaho Falls, Idaho 83404-4901

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 their appurtenances for the term beginning upon acceptance of the Premises as required by this Lease and continuing for a period of

56 Months, 16 Months Firm,

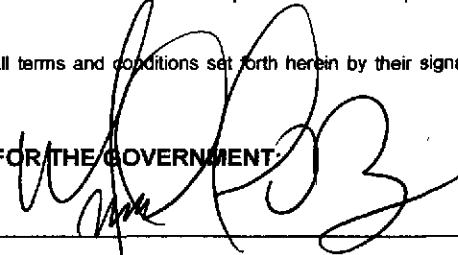
subject to termination and renewal rights as may be hereinafter set forth. The commencement date of this Lease, January 1, 2013, along with any applicable termination and renewal rights, shall be more specifically be set forth in a Lease Amendment upon substantial completion and acceptance of the Space by the Government.

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

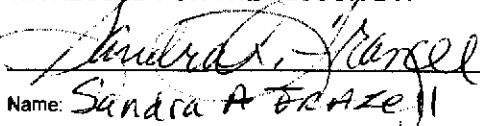
FOR THE LESSOR:


Name: RONALD C. FRAZELL
Title: OWNER
Entity Name: RONALD C. FRAZELL
Date: 11/28/2012

FOR THE GOVERNMENT:


Michael J. O'Brien
Lease Contracting Officer
General Services Administration, Public Buildings Service
Date: DEC 7 2012

WITNESSED FOR THE LESSOR BY:


Name: Sandra A. FRAZELL
Title: Owner
Date: 11-28-12

The information collection requirements contained in this Solicitation/Contract, that are not required by the regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

SECTION 1	THE PREMISES, RENT, AND OTHER TERMS	1
1.01	THE PREMISES (SIMPLIFIED) (AUG 2011)	1
1.02	EXPRESS APPURTENANT RIGHTS (SIMPLIFIED) (JUN 2012)	1
1.03	RENTAL CONSIDERATION FOR SIMPLIFIED LEASES (JUN 2012)	1
1.04	INTENTIONALLY DELETED	1
1.05	TERMINATION RIGHTS (SIMPLIFIED) (JUN 2012)	1
1.06	RENEWAL RIGHTS (SIMPLIFIED) (APR 2011)	1
1.07	DOCUMENTS INCORPORATED IN THE LEASE (SIMPLIFIED) (SEP 2012)	1
1.08	PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT (SIMPLIFIED) (SEPT 2011)	1
1.09	OPERATING COST BASE (AUG 2011)	1
1.10	ADDITIONAL BUILDING IMPROVEMENTS (SEP 2012)	2
1.11	ESTABLISHMENT OF TAX BASE (JUN 2012)	2
SECTION 2	GENERAL TERMS, CONDITIONS AND STANDARDS	3
2.01	DEFINITIONS AND GENERAL TERMS (JUN 2012)	3
2.02	AUTHORIZED REPRESENTATIVES (JUN 2012)	3
2.03	ALTERATIONS REQUESTED BY THE GOVERNMENT (JUN 2012)	3
2.04	WAIVER OF RESTORATION (APR 2011)	4
2.05	INTENTIONALLY DELETED	4
2.06	CHANGE OF OWNERSHIP (JUN 2012)	4
2.07	REAL ESTATE TAX ADJUSTMENT (JUN 2012)	4
2.08	ADJUSTMENT FOR VACANT PREMISES (SIMPLIFIED) (SEPT 2011)	6
2.09	OPERATING COSTS ADJUSTMENT (JUN 2012)	6
2.10	FIRE AND CASUALTY DAMAGE (SIMPLIFIED LEASE) (2011)	6
2.11	DEFAULT BY LESSOR (APR 2012)	7
2.12	INTEGRATED AGREEMENT (JAN 2012)	7
2.13	MUTUALITY OF OBLIGATION (SIMPLIFIED) (APR 2011)	7
2.14	CHANGES (SIMPLIFIED) (SEPT 2011)	7
2.15	COMPLIANCE WITH APPLICABLE LAW (SIMPLIFIED) (APR 2011)	8
2.16	MAINTENANCE OF THE PROPERTY, RIGHT TO INSPECT (SIMPLIFIED) (JAN 2011)	8
2.17	CLAUSES INCORPORATED BY REFERENCE (SIMPLIFIED) (APR 2011)	8
SECTION 3	CONSTRUCTION STANDARDS AND SHELL COMPONENTS	10
3.01	WORK PERFORMANCE (JUN 2012)	10
3.02	RECYCLED CONTENT PRODUCTS (COMPREHENSIVE PROCUREMENT GUIDELINES) (JUN 2012)	10
3.03	ENVIRONMENTALLY PREFERABLE BUILDING PRODUCTS AND MATERIALS (DEC 2007)	10
3.04	EXISTING FIT-OUT, SALVAGED, OR REUSED BUILDING MATERIAL (JUN 2012)	10
3.05	WOOD PRODUCTS (AUG 2008)	10
3.06	ADHESIVES AND SEALANTS (AUG 2008)	11
3.07	BUILDING SHELL REQUIREMENTS (JUN 2012)	11
3.08	RESPONSIBILITY OF THE LESSOR AND LESSOR'S ARCHITECT/ENGINEER (SIMPLIFIED) (JUN 2012)	11
3.09	QUALITY AND APPEARANCE OF BUILDING (JUN 2012)	11
3.10	VESTIBULES (APR 2011)	11
3.11	MEANS OF EGRESS (JUN 2012)	11
3.12	INTENTIONALLY DELETED	11
3.13	FIRE ALARM SYSTEM (JUN 2012)	11
3.14	ENERGY INDEPENDENCE AND SECURITY ACT (DEC 2011)	12
3.15	INTENTIONALLY DELETED	12
3.16	DEMOLITION (JUN 2012)	12
3.17	ACCESSIBILITY (FEB 2007)	12
3.18	CEILINGS (SIMPLIFIED) (DEC 2011)	12
3.19	EXTERIOR AND COMMON AREA DOORS AND HARDWARE (JUN 2012)	12
3.20	WINDOWS (SIMPLIFIED) (AUG 2011)	13
3.21	PARTITIONS: PERMANENT (JUN 2012)	13
3.22	INSULATION: THERMAL, ACOUSTIC, AND HVAC (APR 2011)	13
3.23	PAINTING – SHELL (JUN 2012)	13
3.24	FLOORS AND FLOOR LOAD (JUN 2012)	13
3.25	FLOOR COVERING AND PERIMETERS (SIMPLIFIED) (JUN 2012)	13
3.26	MECHANICAL, ELECTRICAL, PLUMBING: GENERAL (APR 2011)	13
3.27	ELECTRICAL (SIMPLIFIED) (JUN 2012)	13
3.28	ADDITIONAL ELECTRICAL CONTROLS (JUN 2012)	14
3.29	PLUMBING (JUN 2012)	14
3.30	DRINKING FOUNTAINS (APR 2011)	14
3.31	RESTROOMS (JUN 2012)	14
3.32	PLUMBING FIXTURES: WATER CONSERVATION (DEC 2011)	14
3.33	HEATING, VENTILATION, AND AIR CONDITIONING – SHELL (SIMPLIFIED) (JUN 2012)	15
3.34	TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (SIMPLIFIED) (AUG 2011)	15
3.35	INTENTIONALLY DELETED	15
3.36	LIGHTING: INTERIOR AND PARKING – SHELL (SIMPLIFIED) (JUN 2012)	15
3.37	INDOOR AIR QUALITY DURING CONSTRUCTION (JUN 2012)	15

SECTION 4	DESIGN, CONSTRUCTION, AND POST AWARD ACTIVITIES.....	17
4.01	PARAGRAPH INTENTIONALLY DELETED	17
4.02	PARAGRAPH INTENTIONALLY DELETED	17
4.03	PARAGRAPH INTENTIONALLY DELETED	17
4.04	PARAGRAPH INTENTIONALLY DELETED	17
4.05	CONSTRUCTION INSPECTIONS (APR 2011)	17
4.06	PARAGRAPH INTENTIONALLY DELETED	17
4.07	LEASE TERM COMMENCEMENT DATE AND RENT RECONCILIATION (SIMPLIFIED) (JUN 2012)	17
4.08	AS-BUILT DRAWINGS (JUN 2012)	17
4.09	INTENTIONALLY DELETED	17
SECTION 5	TENANT IMPROVEMENT COMPONENTS	18
5.01	TENANT IMPROVEMENT REQUIREMENTS (SIMPLIFIED) (JUN 2012)	18
5.02	INTENTIONALLY DELETED	18
5.03	WINDOW COVERINGS (SIMPLIFIED) (AUG 2011)	18
5.04	INTENTIONALLY DELETED	18
5.05	DOORS: INTERIOR (JUN 2012)	18
5.06	DOORS: HARDWARE (JUN 2012)	18
5.07	INTENTIONALLY DELETED	18
5.08	PARTITIONS: SUBDIVIDING (JUN 2012)	18
5.09	WALL FINISHES (JUN 2012)	18
5.10	PAINTING – TI (JUN 2012)	18
5.11	FLOOR COVERINGS AND PERIMETERS (JUN 2012)	19
5.12	HEATING AND AIR CONDITIONING (JUN 2012)	20
5.13	ELECTRICAL: DISTRIBUTION (JUN 2012)	20
5.14	TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (JUN 2012)	20
5.15	TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (AUG 2008)	20
5.16	INTENTIONALLY DELETED	20
5.17	INTENTIONALLY DELETED	20
5.18	LIGHTING: INTERIOR AND PARKING – TI (SIMPLIFIED) (JUN 2012)	20
SECTION 6	UTILITIES, SERVICES, AND OBLIGATIONS DURING THE LEASE TERM	21
6.01	PROVISION OF SERVICES, ACCESS, AND NORMAL HOURS (SIMPLIFIED) (JUN 2012)	21
6.02	UTILITIES SEPARATE FROM RENTAL FOR SIMPLIFIED LEASES (SEP 2011)	21
6.03	INTENTIONALLY DELETED	21
6.04	UTILITY CONSUMPTION REPORTING (JUN 2012)	21
6.05	HEATING AND AIR CONDITIONING (AUG 2011)	21
6.06	INTENTIONALLY DELETED	21
6.07	INTENTIONALLY DELETED	21
6.08	SELECTION OF CLEANING PRODUCTS (APR 2011)	21
6.09	SELECTION OF PAPER PRODUCTS (JUN 2012)	22
6.10	SNOW REMOVAL (APR 2011)	22
6.11	MAINTENANCE AND TESTING OF SYSTEMS (SIMPLIFIED) (JUN 2012)	22
6.12	MAINTENANCE OF PROVIDED FINISHES (JUN 2012)	22
6.13	ASBESTOS ABATEMENT (APR 2011)	22
6.14	ONSITE LESSOR MANAGEMENT (APR 2011)	22
6.15	SCHEDULE OF PERIODIC SERVICES (JUN 2012)	22
6.16	LANDSCAPE MAINTENANCE (APR 2011)	23
6.17	RECYCLING (SIMPLIFIED) (JUN 2012)	23
6.18	INDOOR AIR QUALITY (JUN 2012)	23
6.19	RADON IN AIR (AUG 2008)	23
6.20	RADON IN WATER (JUN 2012)	23
6.21	HAZARDOUS MATERIALS (OCT 1996)	23
6.22	MOLD (SIMPLIFIED) (SEPT 2011)	24
6.23	OCCUPANT EMERGENCY PLANS (APR 2011)	24
SECTION 7	ADDITIONAL TERMS AND CONDITIONS	25
7.01	ADDITIONAL TERMS AND CONDITIONS	25

SECTION 1 THE PREMISES, RENT, AND OTHER TERMS

1.01 THE PREMISES (SIMPLIFIED) (AUG 2011)

The Premises are as described under Exhibit A, Proposal to Lease Space, GSA Form 1364A.

1.02 EXPRESS APPURTENANT RIGHTS (SIMPLIFIED) (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 parking as described under Block 16 of Exhibit A, Simplified Lease Proposal, GSA Form 1364A. 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.

1.03 RENTAL CONSIDERATION FOR SIMPLIFIED LEASES (JUN 2012)

In consideration for the Lease, the grant of all associated rights, express or implied, and the performance or satisfaction of all of the Lessor's other obligations set forth herein, the Government shall pay the Lessor annual rent to be computed using the rental rate(s) specified on Exhibit A, GSA Form 1364A and the actual ANSI BOMA Office Area (ABOA) delivered for occupancy and use by the Government, not to exceed the maximum ABOA solicited by the Government. Payment shall be made monthly in arrears. Rent for a lesser period shall be prorated. Rent shall be paid by Electronic Funds Transfer to an account to be designated by Lessor. Rent shall be inclusive of all costs incurred by the Lessor for the construction of Building shell and Tenant Improvements (TIs) specified in the Lease, including those described on Exhibit A, GSA Form 1364A and the Agency Specific Requirements (ASR) attached hereto, all taxes of any kind, and all operating costs. Unless a separate rate is specified on Exhibit A, GSA Form 1364A, rights to parking areas will be deemed included in the rent.

Rent shall not be adjusted for changes in taxes or operating costs.

1.04 INTENTIONALLY DELETED**1.05 TERMINATION RIGHTS (SIMPLIFIED) (JUN 2012)**

The Government may terminate this Lease, in whole or in part, after April 30, 2014 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 (SIMPLIFIED) (APR 2011)

This Lease may be renewed at the option of the Government for **three terms of 5 YEARS** at the rental rate(s) set forth on Form 1364A, provided notice is given to the Lessor at least **60 days** before the end of the original Lease term or subsequent renewal term; all other terms and conditions of this Lease, as same may have been amended, shall remain in full force and effect during any renewal term.

1.07 DOCUMENTS INCORPORATED IN THE LEASE (SIMPLIFIED) (SEP 2012)

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

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
Simplified Lease Proposal (GSA Form 1364A)	2	
Representations and Certifications (GSA Form 3518A)	7	
Floor Plan Delineating the Premises	1	A
GSA Form 12000	2	
GSA Form 3516	5	
GSA Form 1217	2	

1.08 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT (SIMPLIFIED) (SEPT 2011)

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 100 percent.

1.09 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 \$.85 per RSF (\$11,711.06/annum).

1.10 ADDITIONAL BUILDING IMPROVEMENTS (SEP 2012)

The Lessor shall complete the following additional Building improvements within 60 days of space acceptance:

- A. Installation of a fire stair from the second floor office area to meet the requirements of NFPA 101
- B. Installation of a new HVAC unit or refurbishing of the existing system on the West side of the space to ensure effective year-round temperature regulation
- C. Repainting of all painted surfaces
- D. Repainting of flooring that is currently painted.

1.11 ESTABLISHMENT OF TAX BASE (JUN 2012)

The Real Estate Tax Base, as defined in the Real Estate Tax Adjustment paragraph of the Lease is **\$8,312.52** for parcel number LRA0022006004B.