

LEASE NO. GS-08P-LUT14750

Simplified Lease
GSA FORM L201A (March 2013)

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

Lessor's Full Legal Name (exactly as listed in Central Contractor Registration)

Boyer BDO, L.C.

(Lessor), whose principal place of business address is 90 S. 400 W. Suite 200, Salt Lake City, UT 84101 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

Building 4A Bay 3, 673 W 1st Street, Ogden, UT 84404

and more fully described in Section 1 and Exhibit E, 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

4 Years and 11 months, 12 Months Firm,

subject to termination and renewal rights as may be hereinafter set forth. The commencement date of this Lease, estimated to be July 15, 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  Manager,
Boyer Company, L.C.



Name: Dawn Gibson

Title: Manager

Entity Name: Boyer BDO, L.C.

Date: 6/28/13

Lease Contracting Officer
General Services Administration, Public Buildings Service

Date: 6/28/13

WITNESSED FOR THE LESSOR BY:


Name: Cameron C. Cook

Title: Project manager

Date: 6/28/13

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 (TI) 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 BROKER COMMISSION AND COMMISSION CREDIT (SIMPLIFIED) (JUN 2012) - INTENTIONALLY DELETED

1.05 TERMINATION RIGHTS (AUG 2011)

The Government may terminate this Lease, in whole or in part, at any time effective after the Firm Term of this Lease, by providing not less than 60 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 2014) - INTENTIONALLY DELETED

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

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

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
Simplified Lease Proposal (GSA Form 1364A)	2	A
Simplified Lease Proposal Data (GSA Form 1364A-1)	4	B
Security Requirements	4	C
Representations and Certifications (GSA Form 3018A)	7	D
Flow Plan Delineating the Premises (Lessor Provides)		E
Amendments to RLP No. 2UT0254 (TISG)		

1.08 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT (SIMPLIFIED) (SEPT 2014) - INTENTIONALLY DELETED

1.09 OPERATING COST BASE (AUG 2014) - INTENTIONALLY DELETED

1.10 ADDITIONAL BUILDING IMPROVEMENTS (SEP 2012) - INTENTIONALLY DELETED

1.11 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. § 126.6(a). 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.