

LEASE NO. GS-08B-14670

Security Level 1 Acquisition Model (SLAM)
GSA FORM L201-51 (02/2012)

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

Lessor's Name Ute Indian Tribe

(the Lessor), whose principal place of business is 988 South 7500 East, P.O. Box 190, Fort Duchesne, UT 84026-8190, and whose interest in the Property described herein is that of Fee Owner, and

The United States of America

(the 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:

The Lessor hereby leases to the Government the Premises described herein, being all or a portion of the Property located at Ute Tribe Office Building.

8984 East 1600 South Uintah & Ouray Reservation, Fort Duchesne, UT 84026

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.

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 10 Years, 5 Years Firm, subject to termination and renewal rights as may be hereinafter set forth, to be used for such purposes as determined by GSA. The commencement date of this Lease, to be October 14, 2012, along with any applicable termination and renewal rights, shall 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: Irene C. Cuch

Title: Chairwoman, Ute Tribal Business Committee

Date: _____

FOR THE GOVERNMENT:

(LCO'S NAME)

Lease Contracting Officer

Date: October 29, 2012

WITNESSED BY:

Name:
Title:

Date:

(Type text)

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) (SEPT 2011)

The Government shall have the non-exclusive right to the use of Appurtenant Areas, and shall have the right to post Government Rules and Regulations within such areas. The Government will coordinate with the Lessor to ensure signage is consistent with the Lessor's building standards. Appurtenant to the Premises and included with the Lease are rights to use the following:

- A. **Parking:** Parking shall be provided as described under Block 6 of Exhibit A, Proposal to Lease Space, 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 (SLAM) (SEP 2011)

The Government shall pay the Lessor annual rent as specified on Exhibit A, GSA Form 1364A and reconciled with actual ANSI BOMA Office Area (ABOA) delivered for occupancy and use 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. Unless a separate rate is specified on 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) (APR 2014)

~~[NBC2-Broker-Name] ("Broker") is the authorized real estate broker representing GSA in connection with this lease transaction. The total amount of the Commission to the Broker is \$XX and is earned upon lease execution, payable according to the Commission Agreement signed between the two parties. Only a portion of the Commission will be payable to [NBC2-Broker-Name] with the remaining portion, which is the "Commission Credit", to be credited to the initial rental payments due and owing under this Lease. Beginning with the first month's rent due, the reduction shall be taken in equal monthly amounts over the fewest number of months until the credit has been fully received. The exact amount of the Commission Credit and the schedule for adjusted Monthly Rent payments will be determined following Lease Award and documented in a Lease Amendment.~~

1.05 TERMINATION RIGHTS (SLAM) (SEP 2011)

The Government may terminate this Lease, in whole or in part, 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 DOCUMENTS INCLUDED WITH LEASE (SLAM) (DEC 2011)

The following documents are included as part of the Lease:

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
Proposal to Lease Space (GSA Form 1364A) Exhibit A and Proposal Data Form (GSA Form 1364A1)	6	A
Agency Specific Requirements, Dated June 4, 2012	0	N/A
Additional Security Requirements	4	D
Representations and Certifications (GSA Form 3518A)	7	C
Floor Plan Delineating the Premises		N/A
Green Lease Clauses (mandatory) Exhibit B	6	B

1.07 PERCENTAGE OF OCCUPANCY (SLAM) (SEP 2011)

As of the Lease Award Date, the Government's Percentage of Occupancy, as defined in the Real Estate Tax Adjustment clause of this lease is N/A percent. No future adjustments will be made for tax fluctuations.

1.08 OPERATING COST BASE (SLAM) (AUG 2011)

The parties agree that for the purpose of applying the clause titled "Operating Costs Adjustment" that the Lessor's base rate for operating costs is \$42,220 per year. No future operating cost escalations are permitted (CPI adjustments).