

US GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE

LEASE NO.

LUT14458

THIS LEASE, made and entered into this date by and between BUENAVENTURA, L.L.C.

Whose address is 1107 Birchbrook Circle, Cottonwood Heights, UT 84047-4133

and whose interest in the property hereinafter described is that of OWNER hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WITNESSETH: The parties hereto for the considerations hereinafter mentioned, covenant and agree as follows:

1. The Lessor hereby leases to the Government the following described premises:

A total of 5,400 rentable square feet (RSF) of office and related space, which yields 5,400 ANSI/BOMA Office Area square feet (ABOASF) of space consisting of Unit E on the first floor at 2487 South 1620 West, Ogden, UT 84401-4504. (Legal Description of the Property is all of Lot 113B, Ogden Commercial and Industrial Park Plat I, in Ogden City, Weber County, Utah), including four (4) surface and two (2) structured parking spaces to be used for such purposes as determined by the General Services Administration.

2. TO HAVE AND TO HOLD the said premises for three (3) years with one (1) year firm, for the term beginning November 1, 2010 and ending October 31, 2013, subject to termination and renewal rights per Paragraph 5 of the Standard Form 2.
3. The Government shall pay the Lessor annual rent of \$139,254.47 at the rate of \$11,604.54 per month in arrears for years 1 through 3 per the following table:

Years 1-3	Shell	Tax	Operating Costs	Annual
November 1, 2010-October 31, 2013	\$109,167.08	\$4,232.92	\$25,854.47	\$139,254.47

Rent for a lesser period shall be prorated. Rent shall be made payable to:

BUENAVENTURA, L.L.C.
1107 BIRCHBROOK CIRCLE
COTTONWOOD HEIGHTS, UT 84047-4133

4. The Lessor and the Broker have agreed to a cooperating lease commission of [redacted] of the aggregate firm term value of this lease valued at [redacted]. The total amount of the commission is [redacted]. The Lessor shall pay the Broker no additional commissions associated with this lease transaction. In accordance with SFO Section 2.1 "Broker Commission and Commission Credit", the Broker has agreed to forego [redacted] of the commission that it is entitled to receive in connection with this lease transaction. The Commission Credit is [redacted] and shall be credited in two equal amounts of [redacted] over the first three monthly rent payments. Notwithstanding Paragraph 3 of this Standard Form 2, the Firm Term Rental payments shall be reduced to fully re-capture this Commission Credit. The reduction shall commence with the first month and continue as indicated as follows:

First Month's Rental Payment shall be \$9,933.49 (or the monthly payment of [redacted] minus rent credit of [redacted]).

Second Month's Rental Payment shall be \$9,933.49 (or the monthly payment of [redacted] minus rent credit of [redacted]).

5. The Government has right to terminate this lease in whole or in part after October 31, 2011 by giving at least 90 days' notice in writing to the Lessor and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.
6. The Lessor shall furnish to the Government, as part to the rental consideration, the following:
 - A. Those facilities, services, supplies, utilities, and maintenance in accordance with SFO 9UT2078 dated 7/1/2010.
 - B. Build out in accordance with standards and Special Requirements set forth in SFO 9UT2078 dated 7/1/2010.
 - C. Deviations will not be permitted unless prior written authorization is obtained from the GSA Contracting Officer
7. The following are attached and made a part hereof:
 - A. Solicitation for Offers SFO 9UT2078 dated 7/1/2010, 30 pages.
 - B. GSA Form 3517B entitled GENERAL CLAUSES (Rev. [11/05]), 33 pages.
 - C. GSA Form 3518 entitled REPRESENTATIONS AND CERTIFICATIONS (Rev. [1/07]), 7 pages.

Lessor

Gov't

8. In accordance with the SFO Paragraph 4.2 entitled *Operating Costs*, the base operating cost is established at **\$25,854.47**.
9. In accordance with the SFO Paragraph 4.1.C. entitled *Common Area Factor*, the common area factor is established as **1.0** (5,400 RSF / 5,400 ABOASF).
10. In accordance with the SFO Paragraph 4.3 entitled *Adjustment for Vacant Premises*, the adjustment is established as **\$2.00 / BOASF** for vacant space (rental reduction).
11. The Tax base included in the Annual rate is \$11,758.12 for which the Government's s share is \$4,232.92 determined by it's percent of occupancy for the building at 36% (5,400 RSF / 15,000 RSF)
12. The following changes were made in this Lease prior to its execution:
 - A. The space shall be accepted in "as is" condition by the Government.

LESSOR

BY _____

IN PRESEN

Jed B. Willhite, Manager

(Title)

1107 E

Carlton
(Address)

Sylvia Marquez, Leasing Contracting Officer, General Services Administration

(Official Title)