

U.S. GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE

LEASE NO.

LUT14515

THIS LEASE, made and entered into this date by and between **MAOB, LLC**

whose address is 3212 South State Street
Salt Lake City, UT 84115-3825

and whose interest in the property hereinafter described is that of **LESSOR**

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:

- The Lessor hereby leases to the Government the following described premises:

A total of 23,360 rentable square feet (RSF) of office and related space, which yields 19,662 ANSI/BOMA Office Area square feet (USF) of space on a portion of the fourth floor, and a portion of the first floor of the building at Mountain America Office Building, 660 South 200 East, Salt Lake City, Utah 84111-3846 to be used for such purposes as determined by the General Services Administration. Included in the rent at no additional cost to the Government are 4 on-site reserved structured parking spaces, and 121 on-site structured parking spaces for the exclusive use of Government employees.

- TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning within 120 working days after the Contracting Officer issues the Tenant Improvement Notice to Proceed, estimated to be June 1, 2011 through May 31, 2026, (15 years total, 10 years firm term) subject to termination and renewal rights as may be hereinafter set forth.

- The Government shall pay the Lessor monthly in arrears in accordance with the following table:

Months	Annualized				Total Annual Rent	Total Monthly Rent
	Shell	Cost of Services	Tenant Improvement Allowance	Building Specific Security		
6/1/11 - 5/31/21	\$255,142.17	\$126,191.00	\$102,594.65	\$10,136.19	\$494,064.00	\$41,172.00
6/1/21 - 5/31/26	\$367,873.00	\$126,191.00	\$0.00	\$0.00	\$494,064.00	\$41,172.00

Rent shall be adjusted in accordance with the provisions of the Solicitation For Offers and General Clauses. Rent for a lesser period shall be prorated. Rent shall be made payable to:

MAOB, LLC
3212 South State Street
Salt Lake City, UT 84115-3825

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR

NAME OF SIGNER

JO KINGSTON

3212 S STATE ST SALT LAKE CITY, UT 84115

NAME OF SIGNER

JAMES M. BURGESS

UNITED STATES OF AMERICA

NAME OF SIGNER

MARK K. PEARCE

OFFICIAL TITLE OF SIGNER

Contracting Officer

4. The Government may terminate this lease in whole or in part at any time after May 31, 2021 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.
5. 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 9UT2049B dated 12/11/2009.
6. The following are attached and made a part hereof:
 - A. Solicitation for Offers 9UT2049B dated 12/11/2009;
 - B. GSA Form 3517 entitled GENERAL CLAUSES (Rev. 11/05)
 - C. GSA Form 3518 entitled REPRESENTATIONS AND CERTIFICATIONS (Rev. 1/07)
 - D. Attachment A – Legal Description
 - E. Attachment B – Base Plans
7. The tenant buildout will conform to the specifications in SFO 9UT2049B and are to be provided by the Lessor as part of the total rental payment. The tenant buildout costs of \$736,341.90 are amortized for a period of 120 months at 7.0%. The amortized tenant buildout costs are \$4.39 per rentable square foot.
8. The In accordance with provisions of Paragraphs 4.2 Tax Adjustment , 4.3 Operating Costs, and 4.4 Adjustment for Vacant Premises of the Solicitation for Offers 9UT2049B, the following parameters are established:
 - (a) The lease is subject to operating cost escalation. For operating cost adjustment, the operating costs are established at approximately \$5.402 per rentable square foot. The base cost of services is established at \$126,191.00 based on approximately \$5.402 for 23,360 rentable square feet.
 - (b) The lease is subject to real estate tax escalation. For tax escalation in accordance with terms of Paragraph 4.2, the percentage of occupancy is 23.0955% based on Gross Building Area of 101,145 square feet divided by the Government's premises of 23,360 RSF. The base year tax statement will be submitted within 60 calendar days after the last date the Real Estate Tax payment is due from the Lessor to the Taxing Authority without payment of penalty or interest after payment to establish the base year taxes. If the tax statement is for multiple parcels or buildings, the value of each property shall be defined. The tax base is hereby established as approximately \$0.89 per rentable square foot or \$20,959.00 per year.
 - (c) The Adjustment for Vacant space is \$2.54 per ANSI/BOMA Office Area square foot.
9. In accordance with SFO paragraph 4.1, *Measurement of Space*, the common area factor is established as 1.188.
10. In accordance with SFO Paragraph 4.6, *Overtime Usage*, the rate for overtime usage is established as \$30.00 per hour for the entire space or any portion thereof.
11. All information submitted by the Lessor during negotiations, including but not limited to plans renderings, specifications, etc. are incorporated by reference.
12. Per the Debt Collection Improvement Act, effective July 27, 1996, Electronic Funds Transfer (EFT) shall be required on all existing and new leases/contracts not later than January 1, 1998. An enrollment form is attached to be completed and returned with this contract.

INITIALS:


 LESSOR

&


 GOVT

- 13. All questions pertaining to this Lease shall be referred to the Contracting Officer of General Services Administration (GSA) or their designee. The Government occupant is **not** authorized to administer this lease, and GSA assumes no responsibility for any cost incurred by the Lessor except as provided by the terms of this Lease or authorized in **writing** by Contracting Officer or their designee. The Lessor will not be reimbursed for any services not provided for in this Lease, including but not limited to: repairs, alterations and overtime services. Additionally, rental will not be paid for occupancy in whole or in part except for the term specified herein.

- 14. In accordance with Paragraph 2.6 (Broker Commission and Commission Credit), Studley, Inc. ("Studley") is the authorized real estate broker representing GSA in connection with this lease transaction. The Lessor and Studley have agreed to a cooperating lease commission of [REDACTED] of the firm term value of this lease ("Commission"). The total amount of the Commission is [REDACTED]. This Commission is earned upon lease execution and payable (i) one-half (1/2) when the Lease is awarded and (ii) one-half (1/2) upon the earlier of Tenant's occupancy of the premises leased pursuant to the Lease or the commencement date of the Lease. Due to the Commission Credit described in Paragraph 2.6, only [REDACTED] which is [REDACTED] of the Commission ("Commission Credit"), shall be payable to Studley when the Lease is awarded. The remaining [REDACTED] which is [REDACTED] of the Commission ("Commission Credit"), shall be credited to the shell rental portion of the annual rental payments due and owing shall be reduced to fully recapture this Commission Credit. Notwithstanding Paragraph 3 of the Standard Form 2, the shell rental payments due and owing under this Lease shall be reduced to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments as indicated in this schedule for adjusted Monthly Rent:

 First Month's Rental Payment \$41,172.00 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's rent.
 Second Month's Rental Payment \$41,172.00 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Second Month's rent.
 Third Month's Rental Payment \$41,172.00 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Third Month's rent.

- 15. The Lessor shall represent and warrant that the building and premises meet the required NFPA 101A Life Safety Code. Should a GSA representative discover discrepancies pursuant to a physical inspection, Lessor agrees to remedy any deficiencies as required.

- 16. The Lessor hereby waives and forever relinquishes any right to make a claim against the Government for restoration arising from alteration or removal of any alteration by the Government during the term of this lease or any extensions. Alterations completed by either the Government or Lessor including initial build out of the lease space and / or any subsequent modifications required during the lease period. At the Government's sole discretion alterations will remain in the leased space after termination of the lease contract will become property of the Lessor.

INITIALS: SK & [Signature]
 LESSOR & GOV'T