

10/5/12
Emending to Grant

LEASE NO. GS-08B-14706

Succeeding/Superseding Lease
GSA FORM L202 (January 2012)

INSTRUCTIONS TO OFFERORS: Do not attempt to complete this Lease Form (Form L202). Upon selection for award, GSA will transcribe the successful Offeror's final offered rent and other price data included on the Lease Proposal Form (1364-S) into the Lease form, and transmit the completed Lease Form, together with appropriate attachments, to the successful Offeror for execution.

This Lease is made and entered into between

Pam-Joy Realty

("the Lessor"), whose principal place of business is 718 Hillcrest Road, Beverly Hills CA 90210-3517, 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

1870 W. Alexander St.
West Valley City, UT 84118

LEASE TERM

To Have and To Hold the said Premises with their appurtenances for the term beginning November 1, 2012 and continuing through October 31, 2022.

subject to termination and renewal rights as may be hereinafter set forth, to be used for such purposes as determined by GSA.

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: [Redacted]
Title: [Redacted]
Date: July 17, 2012

Name: [Redacted]
Title: [Redacted]
Date: 10/5/12

WITNESSED BY:

Name: BENJAMIN BUAN
Title: OFFICE MANAGER
Date: July 19, 2012

[Type text]

SECTION 1 THE PREMISES, RENT, AND OTHER TERMS

1.01 THE PREMISES (SUCCEEDING) (SEPT 2011)

Unless otherwise noted, the Government accepts the leased premises and tenant improvements in their current existing condition, with the following exceptions further outlined more thoroughly in this lease. These exceptions include, but are not limited to, security improvements, Fire Protection and Life Safety requirements, ABAAS compliance, as well as compliance with all local codes and ordinances. The Lessor shall be responsible for continuing obligations for cleaning, janitorial, maintenance, repair, etc. as set forth in the lease paragraphs and attached General Clauses.

The Premises are described as follows:

Office and Related Space: 10,497 rentable square feet (RSF), yielding 9,128 ANSI/BOMA Office Area (ABOA) square foot of office and related space based upon a Common Area Factor of 1.15%, located on the 1st floor (of the Building, as depicted on the floor plan(s) attached hereto as Exhibit _____.

1.02 EXPRESS APPURTENANT RIGHTS (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 standards. Appurtenant to the Premises and included with the Lease are rights to use the following:

- A. Parking: Parking spaces are within the 18,000 square foot yard.
- B. Antennas, Satellite Dishes, and Related Transmission Devices: Space located on the roof of the Building sufficient in size for the installation and placement of the telecommunications equipment as such may be described herein, together with the right to access the roof and use of, all building areas (e.g., chases, plenums) necessary for the use, operation and maintenance of such equipment at all times during the term of this Lease.

1.03 RENT AND OTHER CONSIDERATION (SUCCEEDING) (SEPT 2011)

A. The Government shall pay the Lessor annual rent, payable monthly in arrears, at the following rates:

	11/01/12 - 10/31/17		11/01/2017 - 10/31/22	
	Annual Rent	Annual Rate/RSF	Annual Rent	Annual Rate/RSF
Shell Rent	\$74,783.78	\$7.12	\$74,783.78	\$7.12
Taxes	\$13,667.08	\$1.30	\$13,667.08	\$1.30
Operating Costs	\$49,851.07	\$4.75	\$49,851.07	\$4.75
Total Annual Rent	\$138,301.93	\$13.18	\$138,301.93	\$13.18

¹ The Tenant Improvements will not be completed at the beginning of the lease. The Tenant Improvements will be memorialized in Lease Amendment One and paid at the completion and acceptance for the remainder of the firm term.
² Rates may be rounded.

- B. If the Government occupies the Premises for less than a full calendar month, then rent shall be prorated based on the actual number of days of occupancy for that month.
- C. Rent shall be paid to the Lessor by electronic funds transfer in accordance with the provisions of the General Clauses. Rent shall be payable to the Payee designated in the Lessor's Central Contractor Registration.
- D. The Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:
 1. The leasehold interest in the Property described in "Paragraph 1.01 The Premises" created herein;
 2. All costs, expenses and fees to perform the work required for acceptance of the Premises in accordance with this Lease, including all costs for labor, materials, and equipment, professional fees, contractor fees, attorney fees, permit fees, inspection fees, and similar such fees, and all related expenses;
 3. Performance or satisfaction of all other obligations set forth in this Lease; and all services, utilities, and maintenance required for the proper operation of the Property, the Building, and the Premises in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements, and improvements required to be made thereto to meet the requirements of this Lease.
 3. Performance or satisfaction of all other obligations set forth in this Lease; and all services, utilities, (maintenance required for the proper operation of the Property, the Building, and the Leased Premises, in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements and improvements required to be made thereto to meet the requirements of this Lease. The Lessor shall provide and install as part of shell rent, separate meters for utilities. Sub-meters are not acceptable. The Lessor shall furnish in writing to the

11-15-12

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The Hourly Overtime HVAC rate specified above shall not apply to any portion of the Premises that is required to have heating and cooling 24 hours per day. If 24-hour HVAC is required by the Government for any designated rooms or areas of the Premises, such services shall be provided by the Lessor at an annual rate of \$ N/A per ABCA sq. ft. of the area receiving the 24-hour HVAC. Notwithstanding the foregoing, Lessor shall provide this service at no additional cost to the Government if the Lessor provides this service to other tenants at no additional charge

1.14 ADDITIONAL BUILDING IMPROVEMENTS (SEPT 2011)
In addition to construction of the Tenant Improvements as required in this Lease, the Lessor shall be required to complete the following additional building improvements (e.g., Fire Protection and Life Safety, Seismic, and Energy Efficiency) prior to acceptance of the Space:

- A.
- B.
- C.

LESSOR:  GOVERNMENT: 
11/15/12