

LEASE NO. GS-08B-LUT14787

Standard Lease
GSA FORM L201C (October 2012)

INSTRUCTIONS TO OFFEROR: Do not attempt to complete this lease form (GSA Lease Form L201C, hereinafter Lease Form). Upon selection for award, GSA will transcribe the successful Offeror's final offered rent and other price data included on the lease proposal form (GSA Lease Proposal Form 1364C, hereinafter Lease Proposal Form) into a 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 **GSA Associates LLC** (Lessor), whose principal place of business is
379 N 630 W
Spanish Fork, UT 84660-1243

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

125 South 600 West
Price, Utah 84501

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, to be used for such purposes as determined by GSA.

LEASE TERM

To Have and To Hold the said Premises with its appurtenances for the term beginning upon acceptance of the Premises as required by this Lease and continuing for a period of

20 Years, 15 Years Firm,

subject to termination and renewal rights as may be hereinafter set forth. The commencement date of this Lease, along with any applicable termination and renewal rights, shall be more specifically 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:

GSA ASSOCIATES, LLC
Name: MARK MORLEY
Title: MANAGER
Entity Name: GSA ASSOCIATES, LLC
Date: 9/28/15

FOR THE GOVERNMENT:

Darrin Hotaling
Name: [REDACTED]
Title: Lease Contracting Officer
General Services Administration, Public Buildings Service
Date: 11/16/15

WITNESSED FOR THE LESSOR BY:

Name: [REDACTED]
Title: [REDACTED]
Date: 9/28/15

The information collection requirements contained in this Solicitation/Contract, that are not required by the regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

SECTION 1 THE PREMISES, RENT, AND OTHER TERMS

1.01 THE PREMISES (JUN 2012)

The Premises are described as follows:

A. 18,036 rentable square feet (RSF), yielding 10,617 ANSI/BOMA Office Area (ABOA) square feet (SF) of office space located on the first floor of the Building and an additional 7,419 ANSI/BOMA Office Area (ABOA) square feet (SF) of Warehouse space, as depicted on the floor plan(s) attached hereto as Exhibit A. Additionally, 67,000 ANSI/BOMA Office Area (ABOA) square feet (SF) of Wareyard space is required. The total ANSI/BOMA Office Area (ABOA) is 18,036 square feet, or 18,036 rentable square feet total for Office Area, Warehouse and Wareyard combined.

B. Common Area Factor: The Common Area Factor (CAF) is established as 0% percent. This factor, which represents the conversion from ABOA to rentable square feet, rounded to the nearest whole percentage, shall be used for purposes of rental adjustments in accordance with the Payment Clause of the General Clauses.

1.02 EXPRESS APPURTENANT RIGHTS (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 the following:

"A. 103 parking spaces as depicted on the plan attached hereto as Exhibit B, reserved for the exclusive use of the Government, 100 surface/outside parking spaces and 3 RV Parking stalls must be provided. 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."

Visitor Parking	
Vehicle Parking 10' x 20'	68
RV Parking (14' by 40' pull-through)	3
Secured Government Vehicle Parking with Wareyard	
Vehicle Parking 10' x 20'	32

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. Per Attachment 9, the Government requires a Concrete Pad for Radio Tower

1.03 RENT AND OTHER CONSIDERATION (SEP 2012)

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

	FIRM TERM	NON FIRM TERM
	ANNUAL RENT	ANNUAL RENT
SHELL OFFICE RENT	\$93,998.16	\$116,173.36
SHELL WAREHOUSE RENT	\$50,575.23	\$62,506.48
TENANT IMPROVEMENTS RENT ²	\$53,658.50	\$0.00
WAREYARD RENT	\$23,174.00	\$28,641.00
OPERATING COSTS OFFICE ³	\$41,359.69	\$41,359.69
OPERATING COSTS WAREHOUSE	\$16,190.31	\$16,190.31
REAL ESTATE TAXES	\$22,250.00	\$22,250.00
PARKING ⁴	\$0.00	\$0.00
BSAC	\$9,392.53	\$0.00
TOTAL ANNUAL RENT	\$310,598.42	\$287,120.84

¹Shell rent (Firm Term) calculation: \$8.85 per RSF multiplied by 10,617 RSF shell office, \$6.82 per RSF multiplied by 7,419.02 RSF shell warehouse

²The Tenant Improvement Allowance of \$529,893.37 is amortized at a rate of 6 percent per annum over 15 years.

³Operating Costs rent calculation: \$3.90 per RSF multiplied by 10,617 RSF office, \$2.18 per RSF multiplied by 7,419.02 RSF warehouse.

⁴Parking costs described under sub-paragraph A above

B. Rent is subject to adjustment based upon a mutual on-site measurement of the Space upon acceptance, not to exceed 100 ABOA SF based upon the methodology outlined under the "Payment" clause of GSA Form 3517.

C. Rent is subject to adjustment based upon the final Tenant Improvement (TI) cost to be amortized in the rental rate, as agreed upon by the parties subsequent to the Lease Award Date.

D. 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.

E.. Rent shall be paid to Lessor by electronic funds transfer in accordance with the provisions of the General Clauses. Rent shall be payable to the Payee designated in the System For Award Management formally known as ~~Central Contractor Registration (CCR)~~. If the payee is different from the Lessor, both payee and Lessor must be registered in SAM. (www.sam.gov)

F. 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 the paragraph entitled "The Premises."
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 (with the exclusion of electric and gas), 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 Government shall be responsible for paying the cost of electric and gas charges directly to the utility provider. The Lessor shall ensure that such utilities are separately metered. 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 LCO, prior to occupancy by the Government, a record of the meter numbers and verification that the meters measure Government usage only. Proration is not permissible. In addition, an automatic control system shall be provided to assure compliance with heating and air conditioning requirements.

1.04 ~~BROKER COMMISSION AND COMMISSION CREDIT (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 90 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 (AUG 2011) (INTENTIONALLY DELETED)~~

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

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

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
FLOOR PLAN(S)	1	A
PARKING PLAN(S)	1	B
AGENCY SPECIFIC REQUIREMENTS	96	C
SECURITY REQUIREMENTS	8	D
GSA FORM 3517B GENERAL CLAUSES	47	E
GSA FORM 3518, REPRESENTATIONS AND CERTIFICATIONS	10	F

1.08 ~~TENANT IMPROVEMENT ALLOWANCE (AUG 2011)~~

The Tenant Improvement Allowance (TIA) for purposes of this Lease is \$29.38 per ABOA SF, for a total TIA of \$529,893.37. The TIA is the amount that the Lessor shall make available for the Government to be used for TIs. This amount is amortized in the rent over the Firm Term of this Lease at an annual interest rate of 6 percent.

1.09 TENANT IMPROVEMENT RENTAL ADJUSTMENT (AUG 2011)

A. The Government, at its sole discretion, shall make all decisions as to the use of the TIA. The Government may use all or part of the TIA. The Government may return to the Lessor any unused portion of the TIA in exchange for a decrease in rent according to the agreed-upon amortization rate over the Firm Term.

B. The Government may elect to make lump sum payments for any or all work covered by the TIA. That part of the TIA amortized in the rent shall be reduced accordingly. At any time after occupancy and during the Firm Term of the Lease, the Government, at its sole discretion, may elect to pay lump sum for any part or all of the remaining unpaid amortized balance of the TIA. If the Government elects to make a lump sum payment for the TIA after occupancy, the payment of the TIA by the Government will result in a decrease in the rent according to the amortization rate over the Firm Term of the Lease.

C. If it is anticipated that the Government will spend more than the allowance identified above, the Government shall have the right to either:

1. Reduce the TI requirements;
2. Pay lump sum for the overage upon substantial completion in accordance with the "Acceptance of Space and Certificate of Occupancy" paragraph;

1.10 TENANT IMPROVEMENT FEE SCHEDULE (JUN 2012)

For pricing TI costs, the following rates shall apply for the initial build-out of the Space.

	INITIAL BUILD-OUT
ARCHITECT/ENGINEER FEES (\$ PER ABOA SF OR % OF TI CONSTRUCTION COSTS)	7%
LESSOR'S PROJECT MANAGEMENT FEE (% OF TI CONSTRUCTION COSTS)	6%

1.11 BUILDING SPECIFIC AMORTIZED CAPITAL (SEP 2012)

For purposes of this Lease, the Building Specific Amortized Capital (BSAC) is \$0.52 per ABOA SF. The Lessor will make the total BSAC amount available to the Government, which will use the funds for security related improvements. This amount is amortized in the rent over the Firm Term of this lease at an annual interest rate of 6 percent.

1.12 BUILDING SPECIFIC AMORTIZED CAPITAL RENTAL ADJUSTMENT (SEP 2012)

A. The Government, at its sole discretion, shall make all decisions about the use of the Building Specific Amortized Capital (BSAC). The Government may use all or part of the BSAC. The Government may return to the Lessor any unused portion of the BSAC in exchange for a decrease in rent (where applicable) according to the agreed-upon amortization rate over the Firm Term.

B. The Government may elect to make lump-sum payments for any work covered by the BSAC. The part of the BSAC amortized in the rent shall be reduced accordingly. At any time after occupancy and during the Firm Term of the Lease, the Government, at its sole discretion, may elect to pay a lump sum for any part or all of the remaining unpaid amortized balance of the BSAC. If the Government elects to make a lump-sum payment for the BSAC after occupancy, the payment of the BSAC by the Government will result in a decrease in the rent according to the amortization rate over the Firm Term of the Lease.

C. If it is anticipated that the Government will spend more than the BSAC identified above, the Government may elect to:

1. Reduce the security countermeasure requirements;
2. Pay a lump sum for the amount overage upon substantial completion in accordance with the "Acceptance of Space and Certificate of Occupancy" paragraph; or
3. Negotiate an increase in the rent.

1.13 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT (JUN 2012)

As of the Lease Award Date, the Government's Percentage of Occupancy, as defined in the "Real Estate Tax Adjustment" paragraph of this Lease is 100% percent. The Percentage of Occupancy is derived by dividing the total Government Space of 18,036 RSF by the total Building space of 18,036 RSF.

1.14 REAL ESTATE TAX BASE (JUN 2012)

The Real Estate Tax Base, as defined in the "Real Estate Tax Adjustment" paragraph of the Lease is \$22,250.00.

1.15 OPERATING COST BASE (AUG 2011)

The parties agree that for the purpose of applying the paragraph titled "Operating Costs Adjustment" that the Lessor's base rate for operating costs shall be \$3.90 per RSF multiplied by 10,617 RSF office, and \$2.18 per RSF multiplied by 7,419.02 RSF warehouse (totaling \$57,550.00/annum).

1.16 RATE FOR ADJUSTMENT FOR VACANT LEASED PREMISES (JUN 2012)

In accordance with the paragraph entitled "Adjustment for Vacant Premises," if the Government fails to occupy or vacates the entire or any portion of the leased Premises prior to expiration of the term of the Lease, the operating costs paid by the Government as part of the rent shall be reduced by \$2.44 per ABOA SF of Space vacated by the Government.

1.17 ~~HOURLY OVERTIME HVAC RATES (AUG 2011)~~ (INTENTIONALLY DELETED)

1.18 ~~24-HOUR HVAC REQUIREMENT (APR 2011)~~ (INTENTIONALLY DELETED)

1.19 BUILDING IMPROVEMENTS (SEP 2012)

Before the Government accepts the space, the Lessor shall complete the following additional Building improvements:

- A. Offeror agrees to comply with RLP paragraph 2.03 B. 5 by retrofitting the building to satisfy all of the basic safety objective requirements of the ASCE/SEI 41 (Seismic Form C, Part 1).
- B. _____
- C. _____

1.20 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. § 125.6(c). 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.