

LEASE NO. GS-08P-L-14816

On-Airport Lease
GSA FORM L201D (June 2012)

This Lease is made and entered into between

(Lessor), whose principal place of business is [redacted], 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:

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

Richfield Hangar 18, 702 Air Terminal Way #18, Richfield, UT 84701 and more fully described in Section 1 and Exhibit RFP 2010257 Amendment 2 Section 5 Exhibit C, 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

To Have and To Hold the said Premises with their appurtenances for the term beginning on July 2, 2014 and continuing for a period of

Ten (10) years, Five (5) 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 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

[redacted signature]

Title: owner
Entity Name: [redacted]
Date: 5-8-2014

FO [redacted]
M [redacted]
T [redacted]

General Services Administration, Public Buildings Service
Date: May 22, 2014

LESSOR BY: [redacted signature]

Title: Spouse
Date: 5-8-2014

SECTION 1 THE PREMISES, RENT, AND OTHER TERMS

1.01 THE PREMISES (JUN 2012)

The Premises are described as follows:

- A. **Office and Related Space:** 3,600 rentable square feet (RSF), yielding 3,600 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on the 1 floor(s) and known as Richfield Airport Hangar 18, attached hereto as Exhibit Amendment Number 2 Section 5 Exhibit C.
- B. **Common Area Factor:** The Common Area Factor (CAF) is established as 1.0 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 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:** 6 parking spaces as of which 0 shall be structured inside spaces reserved for the exclusive use of the Government, 0 shall be inside parking spaces, and 5 shall be surface parking spaces. 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.
- B. **Antennae, 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 (ON-AIRPORT) (JUN 2012)

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

	Years 1 - 5		Years 6 - 10	
	Annual Rent	Annual Rate / RSF	Annual Rent	Annual Rate / RSF
Shell Rental Rate	\$38,541.00	\$10.71	\$38,040.00	\$10.57
Tenant Improvements	\$5,511.00	\$1.63	\$0.00	\$0.00
Operating Costs	\$10,560.00	\$2.93	\$10,560.00	\$2.93
Full Service Rate	\$54,612.00	\$15.17	\$48,600.00	\$13.50

- B. Rent is subject to adjustment based upon a physical mutual measurement of the Space upon acceptance, not to exceed 180 ABOA sq. ft. based upon the methodology outlined under the "Payment" clause of GSA Form 3517.
- C. Rent is subject to adjustment based upon the final 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 pro-rated based on the actual number of days of occupancy for that month.
- E. 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 (CCR). If the payee is different from the Lessor, both payee and Lessor must be registered in CCR.
- F. 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.

1.04 TERMINATION RIGHTS (ON-AIRPORT) (JUN 2012)

The Government may terminate this Lease, in whole or in part, at any time during the term of this lease with 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.

1.05 DOCUMENTS INCORPORATED IN THE LEASE (ON-AIRPORT) (JUN 2012)

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

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
Special Requirements	4	A
GSA Form 1364A Part 1	2	B
GSA Form 1364B Part 2	2	C
GSA Form 1217 Lessor's Annual Cost Statement	2	D
Floor Plan(s) Provided by Offeror	2	E
Parking Plan(s) Provided by Offeror	N/A	N/A
GSA Form 3517B, General Clauses	47	F
GSA Form 3518 A, Representations and Certifications	7	G
Security Requirements Facility Security Level I	4	H
Certificate of Seismic Compliance	1	I
Amendment Number 1	1	J
Amendment Number 2	13	K

1.06 OPERATING COST BASE (AUG 2011)

The parties agree that, for the purpose of applying the paragraph titled "Operating Costs Adjustment," the Lessor's base rate for operating costs shall be \$2.93 per RSF \$(10,560.00/annum).