

LEASE NO. GS-08P-LUT14794

Simplified Lease
GSA FORM L201A (September 2014)

This Lease is made and entered into between

Galaxy Development

(Lessor), whose principal place of business address is

**2726 Estates Drive
Park City, UT 84060-6900**

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

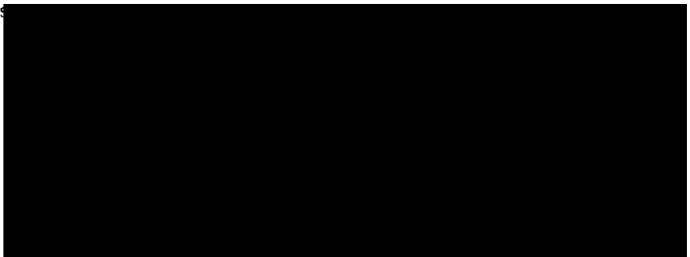
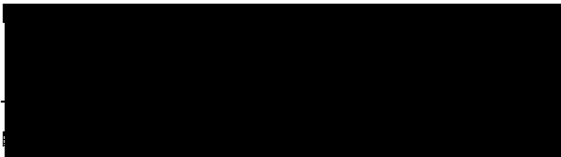
**Galaxy Building #2
Suite C
850 South 3600 West
Salt Lake City, UT 84104**

and more fully described in Section 1 and Exhibits, 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 **10 Years, 10 Years Firm**. The commencement date of this Lease, **estimated to be December 1, 2015**, along with any applicable termination and renewal rights, shall be 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 Lessee.



Title: Member Manager
Entity Name: GALAXY DEVELOPMENT LLC
Date: 10/2/2015

General Services Administration, Public Buildings Service
Date: 10/15/15

WITNESSED FOR THE LESSOR BY:

Name:
Title:
Date: _____

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 (SIMPLIFIED) (SEP 2013)

The Premises are as described under Exhibit A, Simplified Lease Proposal, GSA Form 1364A.

1.02 EXPRESS APPURTENANT RIGHTS (SIMPLIFIED) (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 parking as described under Block 16 of Exhibit A, Simplified Lease Proposal, GSA Form 1364A. 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.

1.03 RENTAL CONSIDERATION FOR SIMPLIFIED LEASES (SEP 2013)

In consideration for the Lease, the grant of all associated rights, express or implied, and the performance or satisfaction of all of the Lessor's other obligations set forth herein, the Government shall pay the Lessor annual rent to be computed using the rental rate(s) specified on Exhibit A, GSA Form 1364A and the actual ANSI BOMA Office Area (ABOA) delivered for occupancy and use by the Government, not to exceed the amount of ABOA square footage stated in the Lease. Payment shall be made monthly in arrears. Rent for a lesser period shall be prorated. Rent shall be paid by Electronic Funds Transfer to an account to be designated by Lessor. Rent shall be inclusive of all costs incurred by the Lessor for the construction of Building shell and Tenant Improvements (TIs) specified in the Lease, including those described on Exhibit A, GSA Form 1364A and the Agency Specific Requirements (ASR) attached hereto, all taxes of any kind, and all operating costs. Unless a separate rate is specified on Exhibit A, GSA Form 1364A, rights to parking areas will be deemed included in the rent.

1.04 RENT AND OTHER CONSIDERATION (APR 2015)

- A. The Lessor agrees to provide approximately 5280 RSF of office, warehouse, and related space of which 880 RSF is considered "free space." Therefore, the tenant agency agrees to pay for 4400 RSF.
- B. The Lessor shall not provide services other than water and snow removal, at a rate of \$1.44/RSF. The Government shall contract independently to provide all other necessary services such as utilities, janitorial, etc, and will remain liable for all costs and associated cost increases for the entire term of the contract.
- C. The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates*:

	\$58,983.00	\$14,324.20	\$6336.00	\$79,643.20	\$18.10	\$15.08
	\$58,983.00	\$14,324.20	\$6336.00	\$79,643.20	\$18.10	\$15.08
	\$58,983.00	\$14,324.20	\$6336.00	\$79,643.20	\$18.10	\$15.08
	\$58,983.00	\$14,324.20	\$6336.00	\$79,643.20	\$18.10	\$15.08
	\$58,983.00	\$14,324.20	\$6336.00	\$79,643.20	\$18.10	\$15.08
	\$38,996.46	\$14,324.20	\$6336.00	\$59,656.66	\$13.56	\$9.68
	\$38,996.46	\$14,324.20	\$6336.00	\$59,656.66	\$13.56	\$9.89
	\$38,996.46	\$14,324.20	\$6336.00	\$59,656.66	\$13.56	\$10.11
	\$38,996.46	\$14,324.20	\$6336.00	\$59,656.66	\$13.56	\$10.34
	\$38,996.46	\$14,324.20	\$6336.00	\$59,656.66	\$13.56	\$10.58

*For illustration purposes only, rental calculations for 4400 RSF/5280 RSF, respectively, are provided. Some variations may exist due to program rounding conventions.

^{1, 5, 7} Shell rent calculation:

\$136,515.50 shell build out costs are amortized over years 1-5.
Shell rate without shell improvements is \$10.30/RSF

²The Tenant Improvement Allowance of \$112,542.10 is amortized at a rate of 5 percent per annum over 10 years.

³Operating Costs rent calculation: \$1.44 per RSF multiplied by 4400 RSF.

⁴Building Specific Amortized Capital (BSAC) of \$74,483.00 (which includes profit and overhead) shall be paid via RWA at the time of occupancy.

⁶Parking costs are included in the rental rate.

⁵Lessor has elected to provide approximately 5280 RSF of which 880 RSF is "free space" for the full term of the lease

B. Rent is subject to adjustment based upon a mutual on-site measurement of the Space upon acceptance, not to exceed 4400 ABOA SF based upon the methodology outlined under the "Payment" clause of GSA Form 3517. The Lessor has also elected to provide approximately 880 RSF of free space for the full term of the lease.

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. All security enhancements shall be paid via Reimbursable Work Authorization (RWA), estimated to be \$74,483.00, and subject to adjustment based upon actual costs at the time of space occupancy.

E. 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.

F. 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 by the Lessor in the System for Award Management (SAM). If the payee is different from the Lessor, both payee and Lessor must be registered in SAM.

G. 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 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.
- 4. The Lessor shall provide and install as part of shell rent, if necessary, 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, ventilation, and air conditioning requirements.

H. INTENTIONALLY DELETED

I. INTENTIONALLY DELETED

1.05 BROKER COMMISSION AND COMMISSION CREDIT (SIMPLIFIED) (JUN 2012)

INTENTIONALLY DELETED

1.06 TERMINATION RIGHTS (SIMPLIFIED) (JUN 2012)

INTENTIONALLY DELETED

1.07 RENEWAL RIGHTS (SIMPLIFIED) (APR 2011)

INTENTIONALLY DELETED

1.08 DOCUMENTS INCORPORATED IN THE LEASE (SIMPLIFIED) (SEP 2013)

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

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
Simplified Lease Proposal (GSA Form 1364A)	3	
Agency Specific Requirements, Dated 7.7.15	21	3
Security Requirements	8	2
Representations and Certifications (GSA Form 3518A)	8	4
Floor Plan Delineating the Premises	5	1
Lease Amendment(s) Issued via RLP Amendment	1	

1.09 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT (SIMPLIFIED) (SEP 2013)

INTENTIONALLY DELETED

1.10 OPERATING COST BASE (SEP 2013)

The parties agree, for the purpose of applying the paragraph titled "Operating Costs Adjustment," that the Lessor's base rate for operating costs shall be \$1.44 per RSF (\$6,336.00/annum). This rate applies only to water and snow removal. The government remains responsible for all other operating costs.

1.11 BUILDING IMPROVEMENTS (SEP 2012)

Prior to space inspection and acceptance the Lessor shall provide, install, and complete all building improvements detailed in the approved floor plans.

1.12 HUBZONE SMALL BUSINESS CONCERNS ADDITIONAL PERFORMANCE REQUIREMENTS (SIMPLIFIED) (MAR 2012)

INTENTIONALLY DELETED