

# US GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE

LEASE NO.

LUT14524

THIS LEASE, made and entered into this date by and between

45<sup>TH</sup> TOWERS LLC

Whose address is 3201 C STREET, SUITE 200  
ANCHORAGE, AK 99503-3962

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

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:

1. The Lessor hereby leases to the Government the following described premises:

A total of 2,009 rentable square feet (RSF) of office, and related space, which yields 1,688 ANSI/BOMA Office Area square feet (USF) of space at Towers at 45<sup>th</sup>, 310 East 4500 South in Salt Lake City, UT 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 2 surface parking spaces for exclusive use of Government employees and patrons.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on September 1, 2010, and continuing through August 31, 2020, subject to termination and renewal rights as may be hereinafter set forth.

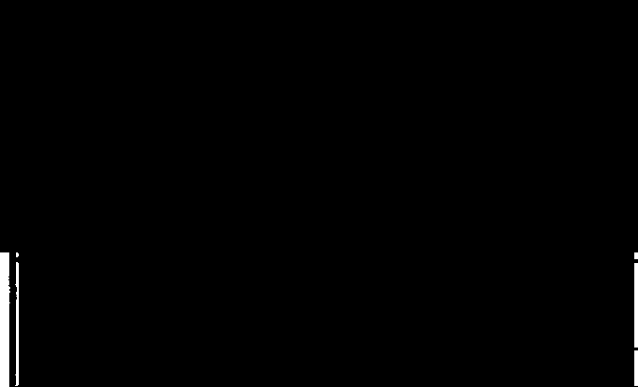
3. The Government shall pay the Lessor annual rent of \$0.00 for the period September 1, 2010 and ending on August 31, 2011. Free rent applies to all of the following: Shell Rent, Operating Rent, and Taxes. For the period September 1, 2011 through August 31, 2012 the Government will pay the Lessor annual rent of \$36,162.00 (\$18.00/RSF-\$21.42/USF) at the rate of \$3,013.50 per month in arrears. See RENTAL SCHEDULE attached for years 1 through 10, which incorporates the period of free rent as well the annual step rent.

Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

45<sup>TH</sup> TOWERS LLC  
3201 C STREET, SUITE 200  
ANCHORAGE, AK 99503-3962

4. The Government may terminate this lease in whole or in part at any time on or after August 31, 2015 by giving at least 180 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.

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

  
\_\_\_\_\_  
*Managers Miller*  
(Title)  
3201 C Street, Suite 200  
Anchorage, AK 99503  
(Address)

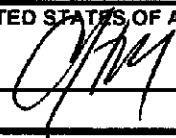
\_\_\_\_\_  
Contracting Officer, General Services Administration

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 9UT2145 dated March 24, 2010, as amended.
  - B. Build out in accordance with standards set forth in SFO No. 9UT2145 dated March 24, 2010, as amended, and the Government's design intent drawings. Government space plans shall be developed subsequent to award. All tenant alterations are to be completed by the lease effective date identified under Paragraph 2 above. The lease term will become effective on date of occupancy, if different from the date identified in Paragraph 2. The Lessor hereby waives restoration.
  - C. Deviations to the approved design intent drawings will not be permitted unless prior written authorization is obtained from the GSA contracting officer.
  
6. The following are attached and made a part hereof:
  - A. Solicitation for Offers No. 9UT2145 dated March 24, 2010
  - B. GSA Form 3517 entitled GENERAL CLAUSES (Rev. [11/05])
  - C. GSA Form 3518 entitled REPRESENTATIONS AND CERTIFICATIONS (Rev. [1/07])
  - D. GSA Form 1217 entitled LESSOR'S ANNUAL COST STATEMENT
  - E. Floor plan of Suite Number 102
  
7. In accordance with the SFO paragraph entitled TENANT IMPROVEMENT RENTAL ADJUSTMENT, Tenant Improvements in the total amount of \$0.00 (2,009 RSF x \$0.00) shall be amortized through the rent for 0 years at the rate of 0%. The total annual cost of Tenant Improvements for the amortization period shall be \$0.00.
  
8. In accordance with the SFO paragraph 4.2 entitled TAX ADJUSTMENT, the percentage of Government occupancy is established as 1.81%.
  
9. In accordance with the SFO paragraph entitled OPERATING COSTS BASE, the escalation base is established as \$3.72/RSF (\$7,473.48/annum).
  
10. In accordance with the SFO paragraph entitled COMMON AREA FACTOR, the common area factor is established as 1.19 (2,009 RSF/1,688 USF).
  
11. In accordance with the SFO paragraph entitled ADJUSTMENT FOR VACANT PREMISES, the adjustment is established as \$4.42/RSF for vacant space (rental reduction).
  
12. In accordance with the SFO Paragraph entitled OVERTIME USAGE, the rate for overtime usage is established as \$35.00. Tenant agencies shall have access to leased space, including the use of elevators, lights, electric power, toilets, etc., at all times other than normal working hours without additional payment.
  
13. Security costs in the total amount of \$0.00 shall be amortized through the rent for 0 months at the rate of 0%.

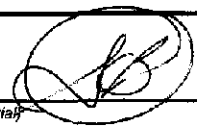
The Lessor hereby waives restoration.

UNITED STATES OF AMERICA

BY



(initials)



	rsf		2009			
year	state date	end date	shell	op costs	taxes	total
1	9/1/2010	8/31/2011	-	-	-	-
2	9/1/2011	8/31/2012	26,817.53	7,473.48	1,870.99	36,162.00
3	9/1/2012	8/31/2013	27,822.03	7,473.48	1,870.99	37,166.50
4	9/1/2013	8/31/2014	28,826.53	7,473.48	1,870.99	38,171.00
5	9/1/2014	8/31/2015	29,831.03	7,473.48	1,870.99	39,175.50
6	9/1/2015	8/31/2016	30,835.53	7,473.48	1,870.99	40,180.00
7	9/1/2016	8/31/2017	31,840.03	7,473.48	1,870.99	41,184.50
8	9/1/2017	8/31/2018	32,844.53	7,473.48	1,870.99	42,189.00
9	9/1/2018	8/31/2019	33,849.03	7,473.48	1,870.99	43,193.50
10	9/1/2019	8/31/2020	34,853.53	7,473.48	1,870.99	44,198.00

Free Rent from  
9/1/2010 -  
08/31/2011

Lessor:  
Gov:

