

# US GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE

LEASE NO.

GS-08P-14558

THIS LEASE, made and entered into this date by and between **MAINSTREET PARTNERS, LC**

Whose address is 335 East Saint George Blvd., #301  
Saint George, UT 84770-7113

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 3,772 rentable square feet (RSF) of office and related space, which yields 3,772 ANS/BOMA Office Area square feet (USF) of space at Mainstreet Plaza, 20 N Main St., St. George, UT 84770-3786 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 fifteen (15) structured 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 December 4, 2010 and continuing through December 3, 2020, subject to termination and renewal rights as may be hereinafter set forth.

3. The Government shall pay the Lessor annual rent of \$117,577.69 (\$31.17/RSF) at the rate of \$9,798.14 per month in arrears for years 1 - 7 and \$96,385.19 (\$25.55/RSF) at the rate of \$8,032.10 per month arrears for years 8 - 10.

Effective years 1-7

Shell: \$67,405.02 annually

Op: \$19,840.72 annually

Taxes: \$ 5,846.18 annually

\$93,091.92

TI: \$24,485.77 annually

\$117,577.69

Effective years 8 - 10

Shell: \$70,698.29 annually

Op: \$19,840.72 annually + CPI escalations

Taxes: \$ 5,846.18 annually

\$96,385.19 annually

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

MAINSTREET PARTNERS, LC  
335 EAST SAINT GEORGE BLVD #301  
SAINT GEORGE, UT 84770-7113

4. The Government may terminate this lease in whole or in part at any time on or after December 3, 2017 by giving at least 90 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.

(CONTINUED ON PAGE 2)

names as of the date first above written.

MANAGER  
(Title)

335 E. ST. GEORGE BLVD. #301  
(Address)  
ST. GEORGE, UT 84770

Contracting Officer, General Services Administration  
(Official Title)

5. PARAGRAPH 5 IS INTENTIONALLY OMITTED.

6. 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 8UT2056 dated July 15, 2009, as amended.
- B. Build out in accordance with standards set forth in SFO 8UT2056 dated July 15, 2009, as amended, and the Government's design intent drawings. All tenant alterations to be completed by the lease effective date identified under Paragraph 2 above. Lease term to be 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.

7. The following are attached and made a part hereof:

- A. Solicitation for Offers 8UT2056 dated July 15, 2009, and Amendment #1, dated August 6, 2009, and Amendment #2, dated November 9, 2009.
- B. [REDACTED] Office Design Guide (Rev. [12/07])
- C. Scope of Work dated 5.25.10 (Rev. [5/10])
- D. GSA Form 3517B entitled GENERAL CLAUSES (Rev. [11/05])
- E. GSA Form 3518 entitled REPRESENTATIONS AND CERTIFICATIONS (Rev. [1/07])
- F. Floor Plan

8. In accordance with the SFO paragraph entitled *Tenant Improvement Rental Adjustment*, Tenant Improvements in the total amount of \$139,677.16 (3,772 USF x \$37.03) shall be amortized through the rent for 7 years at the rate of 6%.

9. In accordance with the SFO paragraph 4.2 entitled *Tax Adjustment*, the percentage of Government occupancy is established as 4.72%. The base tax rate is \$123,859.67 and our percentage is \$5,846.18.

10. In accordance with the SFO paragraph entitled *Operating Costs Base*, the escalation base is established as \$5.26/RSF (\$19,840.72/annum).

11. In accordance with the SFO paragraph entitled *Common Area Factor*, the common area factor is established as 1.00 (3,772 RSF/3,772 USF).

12. In accordance with the SFO paragraph entitled *Adjustment for Vacant Premises*, the adjustment is established as \$00.00/USF for vacant space (rental reduction).

13. In accordance with the SFO Paragraph entitled *Overtime Usage*, the rate for overtime usage is established as \$14.34 per hour for the entire ~~building~~ or any portion thereof. Areas requiring 24/7 HVAC shall be charged \$203.30 per 100sf/per month.

14. In accordance with the SFO Paragraph entitled *Broker Commission and Commission Credit*, the Lessor and the Broker have agreed to a cooperating lease commission of [REDACTED] of the firm term value of this lease. The total amount of the commission is [REDACTED]. The Lessor shall pay the Broker no additional commissions associated with this lease transaction. In accordance with the "Broker Commission and Commission Credit" paragraph, the Broker has agreed to forego [REDACTED] of the commission that it is entitled to receive in connection with this lease transaction ("Commission Credit"). The Commission Credit is [REDACTED]. The Lessor agrees to pay the Commission less the Commission Credit to the Broker in accordance with the "Broker Commission and Commission Credit" paragraph in the SFO attached to and forming a part of this lease.

*SPE*

Notwithstanding Paragraph 3 of this Standard Form 2, the shell rental payments due and owing under this lease shall be reduced to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

First Month's Rental Payment \$9,798.14 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's Rent.

Second Month's Rental Payment \$9,798.14 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Second Month's Rent.

The Lessor hereby waives restoration.