

# US GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE

LEASE NO.

GS-080-14216

THIS LEASE, made and entered into this date by and between **MCA PROPERTIES, LLC**

Whose address is **427 N 2150 W, Suite #3  
CEDAR CITY, UTAH 84721-0651**

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 **6,968** rentable square feet (RSF) of office/warehouse/wareyard related space, which yields **6,968** ANSI/BOMA Office Area square feet (USF) of space. This space will consist of **1,568** rentable square feet of office space, **1,900** rentable square feet of warehouse space, and **3,500** rentable square feet of wareyard space, in a building to be constructed at MCA Commerce Park, 425 North 2150 West, Suite # 4 Cedar City, Utah 84721 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 **12** 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 1, 2010** and continuing through **November 30, 2020**, subject to termination and renewal rights as may be hereinafter set forth.

3. The Government shall pay the Lessor annual rent of **\$65,563.78** at the rate of **\$5,463.65** per month in arrears.

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

**MCA PROPERTIES, LLC  
427 N 2150 W, SUITE #3  
CEDAR CITY, UTAH 84721-0651**

4. The Government may terminate this lease in whole or in part at any time on or after **November 30, 2015** 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.

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

LESSOR

[Redacted signature area for Lessor]

*Owner  
Owner*

(Title)

[Redacted signature area for Contracting Officer]

**Contracting Officer, General Services Administration**  
(Official Title)

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 7UT2124 dated 3/2/2009.
  - B. Build out in accordance with standards set forth in SFO 7UT2124 dated 3/2/2009, and the Government's design intent drawings. Government space plans shall be developed subsequent to award. 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.
6. The following are attached and made a part hereof:
- A. Solicitation for Offers 7UT2124 dated 3/2/2009.
  - B. GSA Form 3517 entitled GENERAL CLAUSES (Rev. [11/05])
  - C. GSA Form 3518 entitled REPRESENTATIONS AND CERTIFICATIONS (Rev. [1/07])
7. In accordance with the SFO paragraph entitled *Tenant Improvement Rental Adjustment*, Tenant Improvements in the total amount of \$31,000 shall be amortized through the rent for 5 years at the rate of 8%. The total annual cost of Tenant Improvements for the amortization period shall be \$7,542.82.
8. In accordance with the SFO paragraph entitled *Percentage of Occupancy*, the percentage of Government occupancy is established as 100%.
9. In accordance with the SFO paragraph entitled *Real Estate Taxes*, the annual tax base is established as \$5,853.12/annum).
10. In accordance with the SFO paragraph entitled *Operating Costs Base*, the escalation base is established as \$13,378.56/annum).
11. In accordance with the SFO paragraph entitled *Common Area Factor*, the common area factor is established as 1.0 (6,968 RSF/6,968 USF).
12. In accordance with the SFO paragraph entitled *Adjustment for Vacant Premises*, the adjustment is established as \$1.92/USF for vacant space (rental reduction).
13. In accordance with the SFO Paragraph entitled *Overtime Usage*, the rate for overtime usage is established as \$0.00 per hour for the entire building or any portion thereof.

The Lessor hereby waives restoration.

LESSOR

UNITED STATES OF AMERICA

BY

*mm cy*

(Initial)

BY

*[Signature]*