

U.S. GOVERNMENT LEASE FOR REAL PROPERTY
(Short Form)

1. LEASE NUMBER
LUT14467

PART I - SOLICITATION/DESCRIPTION OF REQUIREMENTS (To be completed by Government)

A. REQUIREMENTS

2. The Government of the United States of America is seeking to lease approximately 5,290 rentable square feet of contiguous office space located in Taylorsville, Utah for occupancy not later than June 13, 2010 (date) for a term of ten (10) years, five (5) years firm. Rentable space must yield a minimum of 4,600 square feet of ANSI/BOMA Office Area (ABOA) for use by Tenant for personnel, furnishing, and equipment.

3. INITIAL OFFERS ARE DUE ON OR BEFORE CLOSE OF BUSINESS October 23, 2009.

B. STANDARD CONDITIONS AND REQUIREMENTS

4. The following standard conditions and requirements shall apply to any premises offered for lease to the UNITED STATES OF AMERICA (the GOVERNMENT):

- a. Space offered must be in a quality building of sound and substantial construction meeting the Government's requirements for the intended use.
- b. The Lessor shall provide floor plans for the offered space and a valid Certificate of Occupancy for the intended use of the Government and shall meet, maintain, and operate the building in conformance with all applicable current (as of the date of this solicitation) codes and ordinances. If space is offered in a building to be constructed for lease to the Government, the building must be in compliance with the most recent edition of the building code, fire code, and ordinances adopted by the jurisdiction in which the building is located.
- c. Offered space shall meet or be upgraded to meet the applicable egress requirements in National Fire Protection Association (NFPA) 101, *Life Safety Code* or an alternative approach or method for achieving a level of safety deemed equivalent and acceptable by the Government. Offered space located below-grade, including parking garage areas, and all areas referred to as "hazardous areas" (defined in NFPA 101) within the entire building (including non-Government areas), shall be protected by an automatic sprinkler system or an equivalent level of safety. Additional automatic fire sprinkler requirements will apply when offered space is located on or above the 6th floor. Unrestricted access to a minimum of two remote exits shall be provided on each floor of Government occupancy. Scissor stairs shall be counted as only one approved exit. Open-air exterior fire escapes will not be counted as an approved exit. Additional fire alarm system requirements will apply when offered space is located 2 or more stories in height above the lowest level of exit discharge.
- d. The Building and the leased space shall be accessible to persons with disabilities in accordance with appendices C and D of 36 CFR Part 1191 (ABA Chapters 1 and 2 and Chapters 3 through 10 of the ADA-ABA Accessibility Guidelines).
- e. The leased space shall be free of all asbestos containing materials, except undamaged asbestos flooring in the space or undamaged boiler or pipe insulation outside the space, in which case an asbestos management program conforming to Environmental Protection Agency guidance shall be implemented. The space shall be free of other hazardous materials and in compliance with applicable Federal, State, and local environmental laws and regulations.
- f. Services, utilities, and maintenance will be provided daily, extending from 6:30 a.m. to 4:30 p.m. except Saturday, Sunday, and Federal holidays. The Government shall have access to the leased space at all times, including the use of electrical services, toilets, lights, elevators, and Government office machines without additional payment.
- g. The Lessor shall complete any necessary alterations within ninety (90) days from lease award.
- h. The Offeror must have an active registration in the Central Contractor Registration (CCR) System (via the Internet at <http://www.ccr.gov>) prior to lease award and throughout the life of the lease. To remain active, the Lessor must update or renew its registration annually. The Government will not process rent payments to Lessors without an active CCR Registration. The Government will recognize no change of ownership of the leased premises until the new owner registers in the CCR system.

5. SERVICES AND UTILITIES (To be provided by Lessor as part of rent)

- | | | | | |
|------------------------------------------------------------|--------------------------------------------------------------|------------------------------------------------------|-----------------------------------------------------------------------------------|------------------------------------------------|
| <input checked="" type="checkbox"/> HEAT | <input checked="" type="checkbox"/> TRASH REMOVAL | <input checked="" type="checkbox"/> ELEVATOR SERVICE | <input checked="" type="checkbox"/> INITIAL & REPLACEMENT LAMPS, TUBES & BALLASTS | <input type="checkbox"/> OTHER (Specify below) |
| <input checked="" type="checkbox"/> ELECTRICITY | <input checked="" type="checkbox"/> CHILLED DRINKING WATER | <input checked="" type="checkbox"/> WINDOW WASHING | <input checked="" type="checkbox"/> PAINTING FREQUENCY | |
| <input checked="" type="checkbox"/> POWER (Special Equip.) | <input checked="" type="checkbox"/> AIR CONDITIONING | Frequency <u>twice a year</u> | Space <u>5 years</u> | |
| <input checked="" type="checkbox"/> WATER (Hot & Cold) | <input checked="" type="checkbox"/> TOILET SUPPLIES | <input checked="" type="checkbox"/> CARPET CLEANING | Public Areas <u>5 years</u> | |
| <input checked="" type="checkbox"/> SNOW REMOVAL | <input checked="" type="checkbox"/> JANITORIAL SERV. & SUPP. | Frequency <u>5 years</u> | | |

6. OTHER REQUIREMENTS

The Government requires ten (10) reserved surface parking spaces. These spaces shall be secured and lit in accordance with the Security Section in this Solicitation. The cost of this parking shall be included as part of the rental consideration.

Offerors should also include the following with their offers:

1. 3626 Supplemental Lease Requirements
2. 3626 Supplemental Lease Requirements Attachment
3. [REDACTED] Space Requirements
4. [REDACTED] LAN Room Requirements
5. [REDACTED] Voice Over IP Telecommunications Quote
6. Commission Agreement
7. GSA Form 1364, Proposal to Lease Space
8. GSA Form 1217, Lessor's Annual Cost Statement
9. Lease Cost Breakdown
10. Pre-Lease Building Security Form
11. GSA Form 3517, General Clauses
12. GSA Form 3518, Representations and Certifications
13. GSA Form 3516, Solicitation Provisions, for additional instructions only
14. GSA Form 12000 – Prelease Fire Protection and Life Safety Evaluation – Low Rise Office Building
15. Tenant Improvement Cost Summary
16. Seismic Certification – Existing Building
17. Disclosure of Contractor Access to Proprietary Information

The estimated cost to prepare the space for occupancy by the Government and the Offeror's proposed amortization rate for tenant alterations. Lessor has provided up to \$40.00 per USF in tenant improvements at an amortization rate of 4.5% over the five (5) year firm term.

7. NOTE: All offers are subject to the terms and conditions outlined above, and elsewhere in this solicitation, including the Government's General Clauses and Representations and Certifications.

8. BASIS OF AWARD

- THE ACCEPTABLE OFFER WITH THE LOWEST PRICE PER SQUARE FOOT, ACCORDING TO THE ANSI/BOMA Z65.1-1996 DEFINITION FOR BOMA USABLE OFFICE AREA, WHICH MEANS "THE AREA WHERE A TENANT NORMALLY HOUSES PERSONNEL AND/OR FURNITURE, FOR WHICH A MEASUREMENT IS TO BE COMPUTED."
- OFFER MOST ADVANTAGEOUS TO THE GOVERNMENT, WITH THE FOLLOWING EVALUATION FACTORS BEING
- SIGNIFICANTLY MORE IMPORTANT THAN PRICE
 - APPROXIMATELY EQUAL TO PRICE
 - SIGNIFICANTLY LESS IMPORTANT THAN PRICE
 - (Listed in descending order, unless stated otherwise):
-

PART II - OFFER (To be completed by Offeror/Owner and remain open until lease award)

A. LOCATION AND DESCRIPTION OF PREMISES OFFERED FOR LEASE BY GOVERNMENT

1. NAME AND ADDRESS OF BUILDING (Include ZIP Code) Taylors Landing Center 2520 West 4700 South Taylorsville, Utah 84118	2. LOCATION(S) IN BUILDING	
	a. FLOOR(S) 1	b. ROOM NUMBER(S) A-9
	c. SQ. FT. RENTABLE <u>5,296</u> ABOA <u>4,780</u> Common Area Factor <u>1.11</u>	d. TYPE <input checked="" type="checkbox"/> GENERAL OFFICE <input type="checkbox"/> OTHER (Specify) <input type="checkbox"/> WAREHOUSE

B. TERM

3. To have and to hold, for the term commencing on June 13, 2010 and continuing through June 12, 2020 inclusive. The Government may terminate this lease in whole or in part at any time on or after June 13, 2015, by giving at least ninety (90) days notice in writing to the Lessor. No rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

C. RENTAL

4. a. Rent shall be payable in arrears and will be due on the first workday of each month. When the date for commencement of the lease falls after the 15th day of the month, the initial rental payment shall be due on the first workday of the second month following the commencement date. Rent for a period of less than a month shall be prorated.

b. COMMISSION CREDIT CALCULATION: In accordance with Paragraph 7 of the Supplemental Lease Requirements, Broker Commission and Commission Credit, CB Richard Ellis, Inc. ("CBRE") is the authorized real estate broker representing GSA in connection with this lease transaction. The Lessor and CBRE have agreed to a cooperating lease commission of [redacted] of their firm term value of this lease ("Commission"). The total amount of the Commission is [redacted]. The commission is earned upon lease execution and payable (i) one-half (1/2) when the Lease is awarded and (ii) one-half (1/2) upon the earlier of Tenant's Occupancy of the premises leased pursuant to the Lease or the commencement date of the Lease. Due to the Commission Credit described in Paragraph 7, only [redacted], which is [redacted] of the Commission, will be payable to CBRE. The remaining [redacted], which is [redacted] of the Commission ("Commission Credit"), shall be credited to the shell rental portion of the annual rental payments due and owing 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 until the credit has been fully recaptured.

First Month's rental payment of \$4,965.00 minus the prorated commission credit of [redacted] equals [redacted] (adjusted first month's rent).

Second Month's rental payment of \$4,965.00 minus the prorated commission credit of [redacted] equals [redacted] (adjusted second month's rent).

5. AMOUNT OF ANNUAL RENT \$59,580.00 Years 1-5 \$60,109.60 Years 6-10	7. HVAC OVERTIME RATE PER HOUR \$9.90	8. ELECTRONIC FUNDS TRANSFER PAYMENT SHALL BE MADE TO (Name and Address) Taylors Landing Plaza, LLC c/o Westerra corporation 265 East 100 South #308 Salt Lake City, Utah 84111-1650 ATTN: Richard Forsyth
6. RATE PER MONTH \$4,965.00 Years 1-5 \$5,009.13 Years 6-10		

9a. NAME AND ADDRESS OF OWNER (Include ZIP code. If requested by the Government and the owner is a partnership or joint venture, list all General Partners, using a separate sheet, if necessary)

Taylors Landing Plaza, LLC, c/o Westerra Corporation, 265 East 100 South, Suite 308, Salt Lake City, Utah 84111

9b. TELEPHONE NUMBER OF OWNER

[redacted]

10. TYPE OF INTEREST IN PROPERTY OF PERSON SIGNING

OWNER

AUTHORIZED AGENT

OTHER (Specify)

11a. NAME OF OWNER OR AUTHORIZED AGENT (Type or Print)

Richard Forsyth

11b. TITLE OF PERSON SIGNING

Managing Member

11d. DATE

2/5/10

PART III - AWARD (To be completed by Government)

1. Your offer is hereby accepted. This award consummates the lease which consists of the following attached documents: (a) this GSA Form 3626, (b) Representations and Certifications, (c) the Government's General Clauses, and (d) the following changes or additions made or agreed to by you:

- (e) Supplemental Lease Requirements
- (f) [redacted] Special Requirements
- (g) Floor Plans
- (h) Commission Agreement dated September 28, 2009

2. THIS DOCUMENT IS NOT BINDING ON THE GOVERNMENT OF THE UNITED STATES OF AMERICA UNLESS SIGNED BELOW BY AUTHORIZED CONTRACTING OFFICER.

3a. NAME OF CONTRACTING OFFICER (Type or Print)

Mike Gawell

3c. DATE

2/12/2010