

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

1. LEASE NUMBER
SFO#8SD2040 / LUT 14479

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 5,645 square feet of office space located in Orem, Utah for a term of 10 years, with a 5 year firm term. Rentable space must yield a minimum of 4,500 to a maximum of 5,645 square feet of ANS/BOMA Office Area (ABOA) for use by Tenant for personnel, furnishing, and equipment.

3. INITIAL OFFERS ARE DUE ON OR BEFORE CLOSE OF BUSINESS - N/A.

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 7 a.m. to 5:30 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 120 days after receipt of approved layout drawings.
- 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 type="checkbox"/> ELEVATOR SERVICE | <input checked="" type="checkbox"/> INITIAL & REPLACEMENT | <input type="checkbox"/> OTHER |
| <input checked="" type="checkbox"/> ELECTRICITY | <input type="checkbox"/> CHILLED DRINKING WATER | <input checked="" type="checkbox"/> WINDOW WASHING | LAMPS, TUBES & BALLASTS | (Specify below) |
| <input checked="" type="checkbox"/> POWER (Special Equip.) | <input checked="" type="checkbox"/> AIR CONDITIONING | Frequency: every 6 months | <input checked="" type="checkbox"/> PAINTING FREQUENCY | _____ |
| <input checked="" type="checkbox"/> WATER (Hot & Cold) | <input checked="" type="checkbox"/> TOILET SUPPLIES | <input checked="" type="checkbox"/> CARPET CLEANING | Space: every 5 years | |
| <input checked="" type="checkbox"/> SNOW REMOVAL | <input checked="" type="checkbox"/> JANITORIAL SERV. & SUPP. | Frequency: annually | Public Areas: every 5 years | |

6. OTHER REQUIREMENTS

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 ANS/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) <i>McDonalds Crown Apartments L.C.</i> 1793 West 1250 South Orem, Utah 84058-2228.	2. LOCATION(S) IN BUILDING	
	a. FLOOR(S) 1	b. ROOM NUMBER(S) 23
	c. SQ. FT. RENTABLE <u>5645</u> ABOA <u>5645</u> <small>Common Area Factor 1</small>	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 November 1, 2010 and continuing through October 31, 2020 inclusive.
The firm term for this property is for 5 years from November 1, 2010 thru October 31, 2015.
 After the firm term the Government may terminate this lease by giving at least 120 days prior notice in writing to the Lessor. No rent shall accrue after the effective date of termination unless tenant continues to occupy the space. Said notice date shall be computed commencing the day after notice is sent by certified mail, U.S. Postal Service.

C. RENTAL

4. 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.C

5. AMOUNT OF ANNUAL RENT <u>\$161,953.00</u> *	7. HVAC OVERTIME RATE PER HOUR \$25	8. ELECTRONIC FUNDS TRANSFER PAYMENT SHALL BE MADE TO (Name and Address) McDonald's Crown Apartments, LC 2177 Eagle Ray Ct Salt Lake City, Utah 84121-3155
6. RATE PER MONTH <u>\$13,496.08</u> * *see Exhibit A		

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.)

McDonald's Crown Apartments LC, 2177 Eagle Ray Court Salt Lake City, Utah 84121-3155

9b. TELEPHONE NUMBER OF OWNER [REDACTED]	10. TYPE OF INTEREST IN PROPERTY OF PERSON SIGNING <input checked="" type="checkbox"/> OWNER <input type="checkbox"/> AUTHORIZED AGENT <input type="checkbox"/> OTHER (Specify)
11a. NAME OF OWNER OR AUTHORIZED AGENT (Type or Print) [REDACTED]	11b. TITLE OF PERSON SIGNING General Manager
	11d. DATE November 1, 2010

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:
Attachments to be Included with Offer:
 Attachment 1 to GSA Form 3626 Minimum Lease Security Standards
 Attachment 2 to GSA Form 3626 Minimum Lease Standards

Form 1217 -- Lessor's Annual Cost Statement
 Form 3516 Solicitation Provisions
 Form 3518A Representations and Certifications
 Form 3517A General Clauses
 Pre-Lease Building Security Plan
 Form 12000 Pre-lease Fire Protection and Life Safety Evaluation
 Itemization and Description of Proposed Tenant Improvements and referenced attachments containing product and construction specifications.

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

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

3c. DATE

12/16/10

**Exhibit A
ANNUAL RENTAL RATE MATRIX**

DATES	YEAR	RENTABLE S.F.	BASE RENT	OPERATING RENT	ANNUAL RENT
11/1/10 - 10/31/11	1	5,645	\$119,712.00	\$42,241.00	\$161,953.00
11/1/11 - 10/31/12	2	5,645	\$119,712.00	\$42,241.00	\$161,953.00
11/1/12 - 10/31/13	3	5,645	\$119,712.00	\$42,241.00	\$161,953.00
11/1/13 - 10/31/14	4	5,645	\$119,712.00	\$42,241.00	\$161,953.00
11/1/14 - 10/31/15	5	5,645	\$119,712.00	\$42,241.00	\$161,953.00
11/1/15 - 10/31/16	6	5,645	\$137,496.00	\$42,241.00	\$179,737.00
11/1/16 - 10/31/17	7	5,645	\$137,496.00	\$42,241.00	\$179,737.00
11/1/17 - 10/31/18	8	5,645	\$137,496.00	\$42,241.00	\$179,737.00
11/1/18 - 10/31/19	9	5,645	\$137,496.00	\$42,241.00	\$179,737.00
11/1/19 - 10/31/20	10	5,645	\$137,496.00	\$42,241.00	\$179,737.00
Totals:			\$1,286,040.00	\$422,410.00	\$1,708,450.00

*A Copy - Lessor
[Signature] - Govt*

Monthly rent payments will be made to the Lessor in arrears.

This lease has a firm term of five years; the entire duration is for 10 years.