

U.S. GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE: 8/17/2010

LEASE NO.

LUT14540

THIS LEASE, made and entered into this date August 15, 2011 by and between **Bella Vista Plaza, LLC**

Whose address is 2069 N. Main St. STE 200
Cedar City, UT 84721

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 1,433 rentable square feet (RSF) of office and related space, which yields 1,143 ANSI/BOMA Office Area square feet (USF) of space at Bella Vista Plaza, 2069 N. Main St. Cedar City, UT 84721 as indicated on the attached Floor Plan, to be used for such purposes as determined by the General Services Administration.
 - * Included in the rent and at no additional cost to the government are 2 surface parking spaces for exclusive use of the Government employees and patrons.
 - * The common area factor for the leased premises occupied by the Government is established as 1.25 (see "Common Area Factor" paragraph of the lease).
 - * The leased premises occupied by the Government for real estate tax adjustments is established as 9.28% (see also "Percentage Occupancy" paragraph of the lease).

2. TO HAVE AND TO HOLD the said premises with their appurtenances for a term of 10 years 5 years firm beginning on 8/15/2011. Design and construction of the space shall begin upon award of this lease in conformance with the Construction Schedule of Tenant Improvements paragraph of the attached Solicitation for Offers. The commencement date of this lease, along with any applicable termination and renewal rights, shall more specifically be set forth in a Supplemental Lease Agreement upon substantial completion and acceptance of the space by the Government.

3. The Government shall pay the Lessor annual rent of \$34,350.21/rsf at the rate of \$2,862.5175 per month in arrears. Base operating cost of \$4.75/RSF will be used and adjusted annually per SFO paragraph 4.3 Operating Costs.

Rent checks shall be made payable to:

Bella Vista Plaza, LLC
2069 N. Main St. Ste 200
Cedar City, UT. 84721

4. The Government may terminate this lease in whole or in part at any time on or after 8/15/2016 by giving at least 60 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.

5. The Lessor shall furnish to the Government, as part to the rental consideration, the following:
Those tenant improvements, facilities, services, supplies, utilities, and maintenance in accordance with SFO 7UT2125.

6. The following are attached and made a part hereof:
 - X - A. Standard Form 2
 - X - B. Schedule of Rent Components;
 - X - C. Solicitation for Offers 7UT2125
 - X - D. Supplemental Lease Requirements
 - X - E. GSA Form 3517 entitled GENERAL CLAUSES (Rev. 11/05)
 - X - F. GSA Form 3518 entitled REPRESENTATIONS AND CERTIFICATIONS

[Handwritten Signature]
FBN

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

LESSOR

Lessor: *Bella Vista Plaza LLC*

NAME OF SIGNER *[Redacted] managing member*

ADDRESS
2069 N. Main St, Cedar City, UT 84721

NAME OF SIGNER
Charles A. Petersen

UNITED STATES OF AMERICA

NAME OF SIGNER
James E. Randle II

OFFICIAL TITLE OF SIGNER
Senior Contracting Officer

STANDARD FORM 2 (REV. 12/2006)
Prescribed by GSA - FPR (41 CFR) 1-16.601

INITIALS: _____ & _____
LESSOR GOVT