

# US GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE

LEASE NO.

LUT14582

THIS LEASE, made and entered into this date by and between

Whose address is **CROSS L HOLDINGS LLC  
2805 COTTONWOOD CIRCLE  
SANTA CLARA, UT 84765-5594**

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 6,072 rentable square feet (RSF) of office and related space, which yields 5,544 ANSI/BOMA Office Area square feet (USF) of space in the Bullock Building, 91 West 1470 South, St. George, Utah 84770-6709, 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 39 on-site surface parking spaces, including 9 reserved for Government use, for exclusive use of Government employees and patrons.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning March 1, 2011 and continuing for five (5) years, subject to termination and renewal rights as may be hereinafter set forth.

3. The Government shall pay the Lessor annual rent for Years 1-5 of \$116,703.84 at the rate of \$9,725.32 per month in arrears. Rent for a lesser period shall be prorated. Rent shall be made payable to:

**CROSS L HOLDINGS LLC  
2805 COTTONWOOD CIRCLE  
SANTA CLARA, UT 84765-5594**

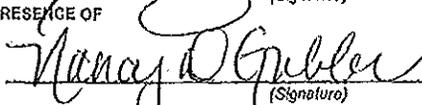
4. The Government may terminate this lease in whole or in part at any time after February 28, 2014 by giving at least 60 days' notice in writing to the Lessor and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

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

LESSOR  
CROSS L HOLDINGS LLC

BY   
(Signature)

Owner  
(Title)

IN PRESENCE OF   
(Signature)

2805 Cottonwood Cir Santa Clara, UT  
(Address)

UNITED STATES OF AMERICA

BY   
(Signature)

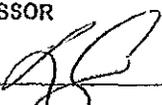
Contracting Officer, General Services Administration

(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 No. 9UT2058 dated April 29, 2010.
  - B. The Lessor hereby waives restoration.
6. The following are attached and made a part hereof:
  - A. Solicitation for Offers 9UT2058 dated April 29, 2010.
  - B. GSA Form 3517 entitled GENERAL CLAUSES
  - C. GSA Form 3518 entitled REPRESENTATIONS AND CERTIFICATIONS
7. In accordance with the SFO paragraph entitled *Tenant Improvements Included in Offer*, no improvements are required as a part of this Lease.
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 *Operating Costs Base*, the escalation base is established as \$39,468.00 per annum.
10. In accordance with the SFO paragraph entitled *Common Area Factor*, the common area factor is established as 1.09523 (6,072 RSF/5,544 USF).
11. In accordance with the SFO paragraph entitled *Adjustment for Vacant Premises*, the adjustment is established as \$0.00/USF for vacant space (rental reduction).
12. In accordance with the SFO Paragraph entitled *Overtime Usage*, the rate for overtime usage established as \$0.00 per hour for the entire building or any portion thereof.
13. In accordance with the SFO paragraph entitled *Real Estate Taxes*, the annual tax base is established as \$4,454.00/annum.
14. Rental Schedule.

Years	Shell	Taxes	Operating	TI's	Building Security	Annual Rent
1-5	\$72,781.84	\$4,454.00	\$39,468.00	\$0.00	\$0.00	\$116,703.84

\*Annual adjustment will be applied to operating costs per SFO paragraphs.  
 \*Base amounts are indicated for illustrative/evaluation purposes only.  
 \*CAF will be used to convert from RSF to USF.

LESSOR UNITED STATES OF AMERICA  
 BY  (initial) BY  (initial)

15. The lease is subject to real estate tax escalation. For tax escalation in accordance with terms of Paragraph 4.2, the percentage of occupancy is 100% based on Gross Building Area of 6,072 rentable square feet divided by the Government's premises of 6,072 RSF. The base year tax statement will be submitted within 60 calendar days after the last date the Real Estate tax payment is due from the Lessor to the Taxing Authority without payment of penalty or interest after payment to establish the base year taxes. If the tax statement is for multiple parcels or buildings, the value of each property shall be defined. The tax base is hereby established as \$.7335 per rentable square foot or \$4,454.00 per year.

16. In accordance with Paragraph 2.4 (Broker Commission and Commission Credit), Studley, Inc. ("Studley") is the authorized real estate broker representing GSA in connection with this lease transaction. The Lessor and Studley have agreed to a cooperating lease commission of [REDACTED] of the firm term value of this lease ("Commission"). The total amount of the Commission is [REDACTED]. This 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 2.3, only [REDACTED] which is [REDACTED] of the Commission, will be payable to Studley when the Lease is awarded. 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. Notwithstanding Paragraph 3 of the 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 as indicated in this schedule for adjusted Monthly Rent:

First Month's Shell is \$6,065.15 minus the Commission Credit of [REDACTED] First Month's adjusted Gross Monthly Rental Payment is [REDACTED]

Second Month's Shell is \$6,065.15 minus the Commission Credit of [REDACTED] Second Month's adjusted Gross Monthly Rental Payment is [REDACTED]

LESSOR

UNITED STATES OF AMERICA

BY

  
(Initial)

BY

  
(Initial)