

# US GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE

3/17/11

LEASE NUMBER

GS-10B-07245

BUILDING NUMBER:

104386

THIS LEASE, made and entered into this date by and between **MBP1, LLC**

Whose address is **1070 RIVERWALK DRIVE  
IDAHO FALLS, IDAHO 83402**

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:

Existing construction consisting of a total of **2,512** rentable square feet (RSF) of office, warehouse and related space, which yields **2,400** ANSI/BOMA Office Area square feet (USF) to be located at **MBP1, LLC, 3147 McNeil Drive, Idaho Falls, Idaho 83440-4710**, Assessor Parcel Numbers **RPA16300010020** and **RPA1631001003B**, to be used for such purposes as determined by the General Services Administration. Included in the rent at no additional cost to the Government is **one (1)** surface parking space for exclusive use of the Government.

2. **TO HAVE AND TO HOLD** the said premises with their appurtenances for the term beginning on the date the Government accepts the premises as substantially complete and continuing for the **ten (10) years, ten (10) years firm**, subject to termination and renewal rights as may be hereinafter set forth. The Lessor shall deliver the premises to the Government substantially complete no later than **August 1, 2011**.
3. The Government shall pay the Lessor monthly in arrears in accordance with the following table:

Months	Annualized				Total Monthly Rent
	Shell Rental Rate	Costs of Services	Building Specific Security	Total Annual Rent	
1-120	\$45,743.52	\$19,186.00	\$58.24	\$64,987.76	\$5,415.65

Rent shall be adjusted in accordance with the provisions of the Solicitation For Offers and General Clauses. Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

**MBP1, LLC  
1070 RIVERWALK DRIVE  
IDAHO FALLS, IDAHO 83402**

4. **PARAGRAPH 4 IS INTENTIONALLY LEFT BLANK.**

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

LESSOR **MBP1, LLC**  
LESSOR NAME

BY [Signature]

IN PRESENCE OF

[Signature]  
(Signature)

Manager  
(Title)

1070 Riverwalk Dr., Idaho Falls, ID 83402  
(Address)

UNITED STATES OF AMERICA

BY [Signature]  
(Signature)

Contracting Officer, General Services Administration

5. This lease may be renewed at the option of the Government, after the tenth year, for the following terms and at the following rentals:

a. Shell rate/ RSF/ Yr	b. Term	c. Number of Options
\$28.53	5-years	1

provided notice be given in writing to the Lessor at least one-hundred twenty (120) days before the end of the original lease term or any renewal term; all other terms and conditions of this lease shall remain the same during any renewal term. Said notice shall be computed commencing with the day after the date of mailing.

6. The Lessor shall furnish to the Government, as part to the rental consideration, the following:
- Those facilities, services, supplies, utilities, and maintenance in accordance with SFO 7ID2116 dated 03/10/2010.
  - Build out in accordance with standards set forth in SFO 7ID2116 dated 03/10/2010, 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.
  - Deviations to the approved design intent drawings will not be permitted unless prior written authorization is obtained from the GSA Contracting Officer.
7. The following are attached and made a part hereof:
- Solicitation for Offers 7ID2116 dated 03/10/2010, and Amendment 1, dated 01/05/2011;
  - GSA Form 3517 entitled GENERAL CLAUSES (Rev. [11/05]);
  - GSA Form 3518 entitled REPRESENTATIONS AND CERTIFICATIONS (Rev. [1/07]);
  - Special Requirements: Idaho Falls, Idaho [REDACTED]: Special Requirements Explanation;
  - Commission Agreement.
8. **PARAGRAPH 8 IS INTENTIONALLY DELETED.**
9. In accordance with the SFO paragraph entitled *Tax Adjustment*, the base year taxes are established at **\$15,828.00**. Taxes shall be increased or decreased from the base pursuant to annual adjustment per the SFO. The tax parcel numbers are identified as: **RPA16300010020** and **RPA1631001003B**.
10. In accordance with the SFO paragraph entitled *Percentage of Occupancy*, the percentage of Government occupancy is established as **17.44%** (2,512 RSF/ 14,404 RSF).
11. In accordance with the SFO paragraph entitled *Operating Costs Base*, the escalation base is established as **\$7.64/RSF** (\$19,186.00/annum).
12. In accordance with the SFO paragraph entitled *Common Area Factor*, the common area factor is established as **1.046667** (2,512 RSF/2,400 USF).
13. In accordance with the SFO paragraph entitled *Adjustment for Vacant Premises*, the adjustment is established as **\$6.71/USF** for vacant space (rental reduction).
14. In accordance with the SFO Paragraph entitled *Overtime Usage*, overtime shall be provided at no additional cost to the Government. The rate for overtime usage is established as **\$1.84** per hour for the entire space or any portion thereof.
15. Security costs in the total amount of **\$400.00** shall be amortized through the rent for one-hundred twenty (120) months at the rate of **8%**.

The Lessor hereby waives restoration.

LESSOR

UNITED STATES OF AMERICA

BY

  
(Initial)

BY

  
(Initial)

16. Wherever the words "offeror" or "successful offeror" appear in this Lease, they shall be deemed to mean "Lessor;" wherever the words "solicitation," "solicitation for offers," or "SFO" appear in this Lease, they shall be deemed to mean "this Lease;" wherever the words "space offered for Lease" appear in this Lease, they shall be deemed to mean "lease premises."
17. In accordance with SFO paragraph 2.5, *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 Lease commission of [REDACTED] of the Aggregate Lease Value for lease years one (1) through five (5) and [REDACTED] of the Aggregate Lease Value for years six (6) through ten (10) ("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 lease pursuant to the Lease or the commencement date of the Lease. Due to the Commission Credit described in Paragraph 2.5, only [REDACTED] which is [REDACTED] of the Commission, will be payable to CBRE 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 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 captured.

First months rental payment of \$5,415.65 minus the prorated Commission Credit of [REDACTED] equals [REDACTED] (adjusted first month's rent).

Second months rental payment of \$5,415.65 minus the prorated Commission Credit of [REDACTED] equals [REDACTED] (adjusted second month's rent).

LESSOR

BY \_\_\_\_\_

(Initial)

UNITED STATES OF AMERICA

BY \_\_\_\_\_

(Initial)