

US GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE

LEASE NO.

GS-08P-14389

THIS LEASE, made and entered into this date by and between MIDLAND CENTER, LLC

Whose address is 252 WESTBANK RD
GLENWOOD SPRINGS, CO 81601-9381

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 3,670 rentable square feet (RSF) of office and related space, which yields 3,568 ANSI/BOMA Office Area square feet (USF) of space at Midland Center, 0120 Midland Avenue, Glenwood Springs, CO 81601-9808 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 25 parking spaces for the use of Government employees and patrons.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on December 1, 2010 and continuing through November 30, 2020, subject to termination and renewal rights as may be hereinafter set forth.

3. The Government shall pay the Lessor annual rent of:

DATES	YEAR	RENTABLE SQUARE FOOTAGE	BASE RENT	TENANT IMPROVEMENTS	TAXES	OPERATING RENT*	ANNUAL RENT
12/1/2010-11/30/2011	1	3,670	\$ 58,720.00	\$ 27,819.23	\$ 11,010.00	\$ 11,010.00	\$ 108,559.23
12/1/2011-11/30/2012	2	3,670	\$ 62,206.50	\$ 27,819.23	\$ 11,010.00	\$ 11,010.00	\$ 112,045.73
12/1/2012-11/30/2013	3	3,670	\$ 65,876.50	\$ 27,819.23	\$ 11,010.00	\$ 11,010.00	\$ 115,715.73
12/1/2013-11/30/2014	4	3,670	\$ 69,693.30	\$ 27,819.23	\$ 11,010.00	\$ 11,010.00	\$ 119,532.53
12/1/2014-11/30/2015	5	3,670	\$ 73,730.30	\$ 27,819.23	\$ 11,010.00	\$ 11,010.00	\$ 123,569.53
12/1/2015-11/30/2016	6	3,670	\$ 77,987.50	\$ 27,819.23	\$ 11,010.00	\$ 11,010.00	\$ 127,826.73
12/1/2016-11/30/2017	7	3,670	\$ 82,428.20	\$ 27,819.23	\$ 11,010.00	\$ 11,010.00	\$ 132,267.43
12/1/2017-11/30/2018	8	3,670	\$ 87,089.10	\$ -	\$ 11,010.00	\$ 11,010.00	\$ 109,109.10
12/1/2018-11/30/2019	9	3,670	\$ 92,006.90	\$ -	\$ 11,010.00	\$ 11,010.00	\$ 114,026.90
12/1/2019-11/30/2020	10	3,670	\$ 97,181.60	\$ -	\$ 11,010.00	\$ 11,010.00	\$ 119,201.60

* Operating rent is subject to annual adjustment in accordance with Paragraph 20 of SFO No. 88-8

Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

MIDLAND CENTER, LLC
252 WESTBANK RD
GLENWOOD SPRINGS, CO 81601-9381

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

LESSOR

MIDLAND CENTER, LLC

BY

(Signature)

IN PRESENCE OF

(Signature)

UNITED STATES OF AMERICA

BY

(Signature)

Contracting Officer, General Services Administration

(Official Title)

4. The Government may terminate this lease in whole or in part at any time on or after December 1, 2017 by giving at least 120 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:

A. Those facilities, services, supplies, utilities, and maintenance in accordance with SFO OCO2189 dated July 7, 2010.

B. Build out in accordance with standards set forth in SFO OCO2189 dated July 7, 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.

C. Deviations to the approved design intent drawings will not be permitted unless prior written authorization is obtained from the GSA Contracting Officer.

6. The following are attached and made a part hereof:

A. Solicitation for Offers OCO2189 dated July 7, 2010.

B. GSA Form 3517 entitled GENERAL CLAUSES (Rev. [11/05])

C. GSA Form 3518 entitled REPRESENTATIONS AND CERTIFICATIONS (Rev. [1/07])

7. Rent includes a Tenant Improvement Allowance of \$139,644.82 to be amortized over the term of the Lease (84 months) at the rate of 10%. In accordance with SFO paragraph entitled Tenant Improvement Rental Adjustment, the actual cost of Tenant Improvements shall be reconciled and rent adjusted accordingly.

8. In accordance with the SFO paragraph entitled *Percentage of Occupancy*, the percentage of Government occupancy is established as 10%.

9. In accordance with the SFO paragraph entitled *Operating Costs Base*, the escalation base is established as \$3.00/RSF (\$11,010.00/annum).

10. In accordance with the SFO paragraph entitled *Common Area Factor*, the common area factor is established as 1.028587444 (3,670 RSF/3,568 USF).

11. In accordance with the SFO paragraph entitled *Adjustment for Vacant Premises*, the adjustment is established as \$1.00/USF for vacant space (rental reduction).

12. In accordance with the SFO Paragraph entitled *Overtime Usage*, the rate for overtime usage is established as \$0.00 per hour for the entire building or any portion thereof.

LESSOR

UNITED STATES OF AMERICA

BY



(Initial)

BY



(Initial)