

US GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE

3/31/11

LEASE NO.

GS-08P-14597

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

Whose address is STOCK SHOW DRIVE, LLC
5040 ACOMA STREET
DENVER, CO 80216-2010

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 9,782 rentable square feet (RSF) of office and related space, which yields 8,635 ANSI/BOMA Office Area square feet (USF) of space at 4701 Marion Street, Denver, Colorado 80216-2102 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 26 reserved surface parking spaces for exclusive use of Government employees and patrons.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on April 1, 2011 and continuing through March 31, 2021, subject to termination and renewal rights as may be hereinafter set forth.

3. The Government shall pay the Lessor, commencing on the Commencement Date, annual rent as follows:

| Years | Shell | Operating | Tenant Improvements | Total Annual |
|-------|---------------|---------------|---------------------|--------------|
| 1 | \$129,572.20* | \$41,612.80** | \$0.00 | \$171,185.00 |
| 2 | \$139,354.20* | \$41,612.80** | \$0.00 | \$180,967.00 |
| 3 | \$149,136.20* | \$41,612.80** | \$0.00 | \$190,749.00 |
| 4 | \$158,918.20* | \$41,612.80** | \$0.00 | \$200,531.00 |
| 5 | \$168,700.20* | \$41,612.80** | \$0.00 | \$210,313.00 |
| 6-10 | \$168,700.20* | \$41,612.80** | \$0.00 | \$210,313.00 |

*Taxes are included in this Shell Rent.

**Subject to annual CPI adjustments.

Rent for a lesser period shall be prorated. Rent checks shall be made payable through Electronic Fund Transfer (EFT) to:

STOCK SHOW DRIVE, LLC
5040 ACOMA STREET
DENVER, COLORADO 80216-2010

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

LESSOR

STOCK SHOW DRIVE, LLC

BY

(Signature)

IN PRESENCE OF

(Signature)

Manager

(Title)

5040 ACOMA ST. Denver Co 80216

(Address)

UNITED STATES OF AMERICA

BY

(Signature)


Contracting Officer, General Services Administration

4. The Government may terminate this lease in whole or in part at any time on or after April 1, 2016 by giving at least ninety (90) days' notice in writing to the Lessor and no rental shall accrue after the effective date of termination, provided that the Government gives up possession of the premises by no later than 90 days after said written notice. 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 9CO2301 dated March 26, 2010.
 - B. Lease term to be effective on date of occupancy, if different from the date identified in Paragraph 2. The Lessor hereby waives restoration.
6. The following are attached and made a part hereof:
 - A. Solicitation for Offers 9CO2301 dated March 26, 2010.
 - B. GSA Form 3517 entitled GENERAL CLAUSES (Rev. [11/05])
 - C. GSA Form 3518 entitled REPRESENTATIONS AND CERTIFICATIONS (Rev. [1/07])
 - D. Lessor letter dated August 6, 2010 to [REDACTED], GSA Regional Fire Protection Engineer.
7. In accordance with the SFO paragraph entitled *Tenant Improvement Rental Adjustment*, Tenant Improvements in the total amount of \$0.00 shall be amortized through the rent for 0 years at the rate of 0%. The total annual cost of Tenant Improvements for the amortization period shall be \$0.00.
8. In accordance with the SFO paragraph entitled *Operating Costs Base*, the escalation base is established as \$41,612.80/annum.
9. In accordance with the SFO paragraph entitled *Common Area Factor*, the common area factor is established as 1.1328315 (9,782 RSF/8,635 USF).
10. In accordance with the SFO paragraph entitled *Adjustment for Vacant Premises*, the adjustment is established as \$0.00/USF for vacant space (rental reduction).
11. 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.
12. Pursuant to Paragraph 4.2, Tax Adjustment (AUG 2008) of Solicitation for Offers No. 9CO2301, for the purpose of this lease, the Government's percentage of occupancy as of the date hereof is 20.085% based upon occupancy of 9,782 Rentable Square Feet in a building with a total of 48,702 RSF. This percentage shall be subject to adjustment to take into consideration additions or reductions of the amount of space as may be contemplated in this lease or amendments hereto. Base year annual Real Estate Taxes for entire building are \$28,000.
13. Upon execution of this Lease (LC014597), Lessor shall diligently proceed to complete modifications to building to meet Fire Protection and Life Safety Codes along with ABAAS codes as provided in the Lessor's August 6, 2010 letter to [REDACTED]. If there are any conflicts between the August 6, 2010 letter and the pertinent NFPA and ABAAS codes (e.g. NFPA 101), the more stringent shall apply. The parties agree that lessor shall complete said improvements within 180 days of execution of the lease, unless the parties mutually agree to a longer period of time.
14. Lessor shall modify the existing locker room to be compliant with current ABAAS code.
15. Lessor shall re-paint and install new carpet in the Premises pursuant to the specifications set forth in Solicitation for Offers No. 9CO2301.
16. The Government is not requiring any additional improvements to the space at lease inception above and beyond what is required in Paragraphs 13, 14, and 15 above.

The Lessor hereby waives restoration.


LESSOR

BY


(Initial)

UNITED STATES OF AMERICA

BY


(Initial)