

# U.S. GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE **09 - 02 - 2011**

LEASE NO.

GS-08P-14652

THIS LEASE, made and entered into this date by and between **William J. Mackey**

Whose address is **710 Wooten Road, Suite 108, Colorado Springs, CO 80915-3500**

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 **19,200 rentable square feet (RSF)** of WAREHOUSE and related space, which yields **19,200 useable square feet (USF)** of space at **Airport Business Center, 2510 Aviation Way, Building B, Colorado Springs, CO 80916-2716** as indicated on the attached Floor Plan, to be used for such purposes as determined by the General Services Administration.

\* The common area factor for the leased premises occupied by the Government is established as **1.00** (see "Common Area Factor" paragraph of the lease).

\* The leased premises occupied by the Government for real estate tax adjustments is established as **30.77%** (see also "Percentage Occupancy" paragraph of the lease).

2. TO HAVE AND TO HOLD the said premises with their appurtenances for a **TERM of TEN (10) YEARS, FIVE (5) YEARS FIRM** beginning upon the substantial completion of the space, and acceptance by the Government as satisfactorily complete. 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 **\$172,800.00 (\$9.00/RSF - \$9.00/USF)** at the rate of **\$14,400.00 per month in arrears. 22 surface parking spaces** are INCLUDED in the above annual rental rate at no additional cost to the Government. Additionally, the Lessor agrees to provide a **RENT CREDIT** equal to **\$43,200.00 or THREE (3) MONTHS FREE RENT**. Accumulated operating cost adjustments shall be included in the stated per annum rates at the time they become effective.

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

**William J. Mackey**  
**710 Wooten Road, Suite 108**  
**Colorado Springs, CO 80915-3500**

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

## LESSOR

SIGNATURE  
**William Mackey**

NAME OF SIGNER

**William J. Mackey**

ADDRESS

**710 Wooten Road, Suite 108, Colorado Springs, CO 80915-3500**

IN THE PRESENCE OF (SIGNATURE)

NAME OF SIGNER

**Kathleen F. Foster**

## UNITED STATES OF AMERICA

SIGNATURE

NAME OF SIGNER

OFFICIAL TITLE OF SIGNER

**Lease Contracting Officer**

4. The Government may terminate this lease in whole or in part at any time after the **5 YEAR FIRM TERM** by giving at least **90 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 0CO2292 03/02/2011, 52 pages.**
6. The following are attached and made a part hereof:  
X - A. Standard Form 2 continuation, 3 Pages;  
X - B. Schedule of Rent Components;  
X - C. Solicitation for Offers 0CO2292 dated 03/02/2011, 52 pages;  
X - D. Special (Program of) Requirements, 1 pages;  
X - E. GSA Form 3517 entitled GENERAL CLAUSES (Rev. 11/05), 2 pages;  
X - F. GSA Form 3518 entitled REPRESENTATIONS AND CERTIFICATIONS (Rev. 1/07), 7 pages;  
X - G. Tax ID number and Legal Description of the Leased Property, 1 pages;  
X - H. Floor Plan, 1 pages;
7. In accordance with the SFO paragraph entitled Tenant Improvement Rental Adjustment, **Tenant Improvements in the total amount of \$65,271.28 are INCLUDED in the rent stated in paragraph 3 above.** Deviations to the approved design intent drawings will not be permitted unless prior written authorization is obtained from the GSA Contracting Officer.
8. In accordance with the SFO paragraph entitled Operating Costs Base, the base is established as **\$38,592.00 per YEAR (\$2.01 per RSF).**
9. In accordance with the SFO paragraph entitled Tax Adjustment, the base is established as **\$14,514.51 per YEAR (\$0.75 per RSF).**
10. In accordance with the SFO paragraph entitled Adjustment for Vacant Premises, the adjustment is established as **N/A** per USF for vacant space (rental reduction).
11. In accordance with the SFO Paragraph entitled Overtime Usage, overtime shall be provided at no additional cost to the Government.

In any event, no overtime HVAC will be charged for the normal building hours of 12:00 am to 11:59 pm, Monday through Sunday.

#### SCHEDULE OF RENT COMPONENTS

<i>Annual Rent applies to Years</i>	<i>Total Shell Rent</i>	<i>Total Operating Costs*</i>	<i>Total Taxes*</i>	<i>Total TI</i>	<i>Total Structured Parking</i>	<i>Total Surface Parking</i>	<i>Total Annual Rent</i>
0 to 10	\$119,693.49	\$38,592.00	\$14,514.51	\$0.00	\$0.00	\$0.00	\$172,800.00

\*Taxes and Operating Expenses to be adjusted annually.

INITIALS:  &   
LESSOR & GOV'T