

LEASE NO. GS-08P-LCO00139

Global Lease
GSA FORM L100 (03/2016)

This Lease is made and entered into between

6162 S. Willow Drive – Englewood LLC
c/o Spencer Hale
13727 Noel Road, Suite 150
Dallas, TX 75420

(Lessor), whose principal place of business is 13727 Noel Road, Suite 150 Dallas, TX 75420-6602, and whose interest in the Property described herein is that of Fee Owner, and

The United States of America

(Government), acting by and through the designated representative of the General Services Administration (GSA), upon the terms and conditions set forth herein.

Witnesseth: The parties hereto, for the consideration hereinafter mentioned, covenant and agree as follows:

Lessor hereby leases to the Government the Premises described herein, being all or a portion of the Property located at

6162 S. Willow Drive, Englewood, CO 80111

and more fully described in Section 1 and Exhibit A1-A6 together with rights to the use of parking and other areas as set forth herein, to be used for such purposes as determined by GSA.

LEASE TERM

To Have and To Hold the said Premises with its appurtenances for the term beginning upon acceptance of the Premises as required by this Lease, and continuing for a period of

10 Years and 7 Months Firm,

The commencement date of this Lease, along with any applicable termination and renewal rights, shall be more specifically set forth in a Lease Amendment upon substantial completion and acceptance of the Space by the Government.

In Witness Whereof, the parties to this Lease evidence their agreement to all terms and conditions set forth herein by their signatures below, to be effective as of the date of delivery of the fully executed Lease to the Lessor.

FOR THE LESSOR:

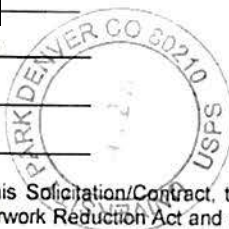
Name: Spencer Hale
Title: Vice President
Entity Name: 6162 S. Willow Drive - Englewood LLC
Date: 1-12-17

FOR THE GOVERNMENT:

Name: Christy Sebring
Title: Lease Contracting Officer
General Services Administration, Public Buildings Service
Date: 1-13-17

WITNESSED FOR THE LESSOR BY:

Name: JAMES L. VALLEJO
Title: CLERK
Date: 1-12-17



The information collection requirements contained in this Solicitation/Contract, that are not required by the regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

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LESSOR: SH GOVERNMENT: cy

GSA FORM L100 (03/16)

SECTION 1 THE PREMISES, RENT, AND OTHER TERMS

1.01 THE PREMISES (SEP 2015)

The Premises are described as follows:

A. Office and Related Space: 72,599.53 rentable square feet (RSF), yielding 62,769.72 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on the 2nd and 3rd floor of the Building, as depicted on the floor plan(s) attached hereto as Exhibit A1. Space shall be further designed as Tenant A – DISA occupying 45,405.40 ABOA / 52,516 RSF; Tenant B – VA occupying 17,364.32 ABOA / 20,083.53 RSF

B. Common Area Factor: The Common Area Factor (CAF) is established as 1.156597357. This factor, which represents the conversion from ABOA to rentable square feet, rounded to the nearest whole percentage, shall be used for purposes of rental adjustments in accordance with the Payment Clause of the General Clauses.

C. Unless otherwise noted, the Government accepts the Premises and tenant improvements in their existing condition, except where specifications or standards are contained elsewhere in this Lease. These standards include security improvements, Fire Protection and Life Safety requirements, ABAAS compliance, as well as compliance with all local codes and ordinances. Such acceptance by the Government of existing Premises shall not relieve Lessor of continuing obligations for cleaning, janitorial, maintenance, repair, etc. as set forth in the Lease paragraphs and attached General Clauses.

1.02 EXPRESS APPURTENANT RIGHTS (SEP 2013)

The Government shall have the non-exclusive right to the use of Appurtenant Areas, and shall have the right to post Rules and Regulations Governing Conduct on Federal Property, Title 41, CFR, Part 102-74, Subpart C within such areas. The Government will coordinate with Lessor to ensure signage is consistent with Lessor's standards. Appurtenant to the Premises and included in the Lease are rights to use the following:

A. Parking: Of the 440 parking available for all tenants in the building (as depicted on the plan attached hereto as Exhibit A2), the Government may use on a non-exclusive, first come, first served basis, 196 surface/outside and 16 inside/structured parking spaces. In addition, the Lessor shall provide such additional parking spaces as required by the applicable code of the local government entity having jurisdiction over the Property.

B. Antennas, Satellite Dishes, and Related Transmission Devices: (1) Space located on the roof of the Building sufficient in size for the installation and placement of telecommunications equipment, (2) the right to access the roof of the Building, and (3) use of all Building areas (e.g., chases, plenums, etc.) necessary for the use, operation, and maintenance of such telecommunications equipment at all times during the term of this Lease.

1.03 RENT AND OTHER CONSIDERATION (SEP 2015)

A. The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:
See Exhibit A5 for the annual rent steps for two different agencies

²Tenant Improvement contribution of \$682,822 is provided to the government for the build out of 20,083 RSF for the [REDACTED]

³Operating Costs rent calculation: \$331,177.66 annually; \$4.5617/RSF

⁴Taxes rent calculation: \$207,832.52 annually; \$2.8626/RSF

⁵Parking costs described under sub-paragraph I below

B. INTENTIONALLY DELETED

C. INTENTIONALLY DELETED

D. INTENTIONALLY DELETED

E. INTENTIONALLY DELETED

F. If the Government occupies the Premises for less than a full calendar month, then rent shall be prorated based on the actual number of days of occupancy for that month.

G. Rent shall be paid to Lessor by electronic funds transfer in accordance with the provisions of the General Clauses. Rent shall be payable to the Payee designated by the Lessor in the System for Award Management (SAM). If the payee is different from the Lessor, both payee and Lessor must be registered and active in SAM.

H. Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:

1. The leasehold interest in the Property described in the paragraph entitled "The Premises."
 2. All costs, expenses and fees to perform the work required for acceptance of the Premises in accordance with this Lease, including all costs for labor, materials, and equipment, professional fees, contractor fees, attorney fees, permit fees, inspection fees, and similar such fees, and all related expenses.
 3. Performance or satisfaction of all other obligations set forth in this Lease; and all services, utilities, and maintenance required for the proper operation of the Property, the Building, and the Premises in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements, and improvements required to be made thereto to meet the requirements of this Lease.
- I. Parking shall be provided at a rate of \$0.00 per parking space per month (structured/inside), and \$0.00 per parking space per month (surface/outside).

~~1.04 BROKER COMMISSION AND COMMISSION CREDIT (SEP 2015) INTENTIONALLY DELETED~~

~~1.05 TERMINATION RIGHTS (AUG 2014) INTENTIONALLY DELETED~~

~~1.06 RENEWAL RIGHTS (SEP 2013) INTENTIONALLY DELETED~~

1.07 DOCUMENTS INCORPORATED IN THE LEASE (SEP 2015)

The following documents are attached to and made part of the Lease:

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
FLOOR PLAN(S)	2	A1
PARKING PLAN(S)	2	A2
AGENCY REQUIREMENTS	N/A	
LEASE AMENDMENT(S) ISSUED UNDER RLP AMENDMENT No. X	N/A	
SECURITY REQUIREMENTS	N/A	
SECURITY UNIT PRICE LIST	N/A	
GSA FORM 3517B GENERAL CLAUSES	15	A3
GSA FORM 3518-SAM, ADDENDUM TO SYSTEM FOR AWARD MANAGEMENT (SAM) REPRESENTATIONS AND CERTIFICATIONS (ACQUISITIONS OF LEASEHOLD INTERESTS IN REAL PROPERTY)	6	A4
SEISMIC FORM C, BUILDING RETROFIT OR NEW CONSTRUCTION PREAWARD COMMITMENT	N/A	
SMALL BUSINESS SUBCONTRACTING PLAN	N/A	
RENT SCHEDULE	1	A5
IT REQUIREMENTS	4	A6

1.08 TENANT IMPROVEMENT RENTAL ADJUSTMENT (SEP 2015)

A. The Tenant Improvement Allowance (TIA) for purposes of this Lease is \$682,822.00. The TIA is the amount that the Lessor shall make available for the Government to be used for Tis and is considered a contribution by the Lessor at no additional charge to the government. The TIA shall be used for the build out construction for the [REDACTED], but should there be a balance in the TIA after substantial completion of the tenant improvements of the space for the [REDACTED], the Government may use the remaining balance for other areas of the Space. Within the \$682,822, the Lessor will provide \$60,000.00 in cabling costs to include installation as well as materials.

B. The Government, at its sole discretion, shall make all decisions as to the use of the TIA. The Government may use all or part of the TIA. The Government may return to the Lessor any unused portion of the TIA in exchange for a decrease in rent according to the agreed-upon amortization rate over the Firm Term.

C. INTENTIONALLY DELETED

D. If it is anticipated that the Government will spend more than the allowance identified above, the Government may elect to:

1. Reduce the TI requirements;
2. Pay lump sum for the overage upon substantial completion in accordance with the "Acceptance of Space and Certificate of Occupancy" paragraph;
3. Negotiate an increase in the rent.