

**US GOVERNMENT  
LEASE FOR REAL PROPERTY**

DATE OF LEASE 8/3/09

LEASE NO. LCO14324

THIS LEASE, made and entered into this date by and between 4725 Nautilus, LLC

Whose address is 4725 Nautilus Ct., Boulder, CO 80301-3212

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 3,830 rentable square feet (RSF) of warehouse and related space, which yields 3,830 ANSI/BOMA Office Area square feet (USF) of space located at 4725 Nautilus Ct, Boulder, CO 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 two (2) unreserved 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 September 1, 2009 and continuing through July 31, 2014, subject to termination and renewal rights as may be hereinafter set forth.

3. The Government shall pay the Lessor annual rent of \$52,815.70 at the rate of \$4,401.30 per month in arrears for the term of the lease.

Rent for a lesser period shall be prorated. Payments shall be made electronically to:

4725 NAUTILUS, LLC  
C/O ANTHONY CATALANO  
1448 CARRIAGE HILLS DR  
BOULDER, CO 80302

4. The Government may terminate this lease in whole or in part at any time on or after September 1, 2012 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.

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

**LESSOR**

LESSOR NAME: 4725 NAUTILUS, LLC

BY

(Signature)

(Title)

IN PRESENCE OF

**UNITED STATES OF AMERICA**

BY

(Signature)

Contracting Officer, General Services Administration

(Official Title)

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 8CO2415 dated March 6, 2009.
  - B. Build out in accordance with standards set forth in SFO 8CO2415 dated March 6, 2009, and the Government's design intent drawings. Government space plans shall be developed subsequent to award. All tenant alterations shall be completed no later than September 30, 2009. Lease term to be effective on date of occupancy, if different from the date identified in Paragraph 2 and actual dates will be established in an Supplemental Lease Agreement (SLA) 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 8CO2415 dated March 6, 2009
  - B. GSA Form 3517A entitled GENERAL CLAUSES (Rev. [11/05])
  - C. GSA Form 3518A entitled REPRESENTATIONS AND CERTIFICATIONS (Rev. [1/07])
7. In accordance with the SFO paragraph entitled *Tenant Improvement Rental Adjustment*, Tenant Improvements in the total amount of \$16,000.00. The Lessor agreed to contribute the \$16,000.00 (2.12 per RSF) toward Tenant Improvements to be amortized in the cost of the lease.
8. In accordance with the SFO paragraph entitled *Percentage of Occupancy*, the percentage of Government occupancy is established as 17.40%. (22,016 / 3,830)
9. In accordance with the SFO paragraph entitled *Operating Costs Base*, the escalation base is established as \$1.96/RSF (\$7,506.80/annually).
10. In accordance with the SFO paragraph entitled *Common Area Factor*, the common area factor is established as 1.0000 (3,830 RSF/3,830 USF).
11. In accordance with the SFO paragraph entitled *Adjustment for Vacant Premises*, the adjustment is established as \$5.38/USF for vacant space for years 1-3 and \$4.74/USF for years 4-5.
12. In accordance with the SFO Paragraph entitled *Overtime Usage*, the rate for overtime usage is established as \$20.00 per hour for the entire building or any portion thereof.

LESSOR

BY



(Initial)

UNITED STATES OF AMERICA

BY



(Initial)