

**U.S. GOVERNMENT
LEASE FOR REAL PROPERTY**

DATE OF LEASE:

LEASE No. GS-08P-14468

THIS LEASE, made and entered into this date between **RML INVESTMENTS, LLC**

whose address is: 2376 County Road 505
Bayfield, CO 81122-8733

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 7,084 Rentable Square Feet (RSF), yielding approximately 6,163 ANSI/BOMA area of office and related space, located at:

799 Tech Center Drive
Building A
Durango, CO 81301

to be used for such purposes as may be determined by the Government. A total of (23) twenty three parking spaces are included as part of the lease at no additional cost to the government

2. TO HAVE AND TO HOLD the said Premises with their appurtenances for a term beginning on approximately March 12, 2010 through March 11, 2020 subject to termination and renewal rights as may be hereinafter set forth, subject to beneficial occupancy. Lease term is ten (10) years, five (5) years firm, with lease effective term to be determined following completion of tenant improvements and Government acceptance of space. The rent shall not accrue until beneficial occupancy is established in a Supplemental Lease Agreement.

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

Upon beneficial occupancy by the Government, Annual Rent of \$167,373.72, at the rate of \$13,947.80 per month in arrears for base year for years 1-5. Annual Rent consists of three (3) components:

Rent Breakdown (Years 1-5)	Per RSF	Annual Rent	Monthly Rent
Shell Rent	\$13.33	\$94,429.72	\$7,869.14
Operating Cost	\$2.44	\$17,270.00	\$1,439.17
Amortization TI	\$7.86	\$55,673.90	\$4,639.49
Full Service Rent	\$23.63	\$167,373.72	\$13,947.80

Rent Breakdown (Years 6-10)	Per RSF	Annual Rent	Monthly Rent
Shell Rent	\$13.33	\$94,429.72	\$7,869.14
Operating Cost	\$2.44	\$17,270.00	\$1,439.17
Amortization TI	0	0	0
Full Service Rent	\$15.77	\$111,669.72	\$9,308.31

Annual Rent for years 6 to 10 will be reduced to reflect elimination of the amortized tenant improvement component. Rent for a lesser period shall be prorated. Rent shall be payable through Electronic Fund Transfer (EFT) to:

RML INVESTMENTS, LLC
2376 CR 505
Bayfield, CO 81122

4. The Government may terminate this lease in whole or in part at any time after five (5) years by giving at least Sixty Days (60) days' prior notice in writing to the Lessor. No rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

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5. The Lessor shall furnish to the Government as part of the rental consideration, the following:

- A. All labor, materials, equipment, design, professional fees, permit fees, inspection fees, utilities, construction drawings (including, without limitation, plans and specifications), construction costs and services and all other similar costs and expenses associated with making the space, common areas, and related facilities ready for occupancy in accordance with the requirements of this lease. All costs associated with services, utilities, maintenance, repair, replacement, inspections, improvements and other requirements as required by Solicitation for Offers No and its attachments.
- B. Utilities and maintenance as specified in Solicitation For Offer No. 6CO0335 attached and made part of this lease. The Agency's normal working hours are from 7:00 a.m. to 5:00 p.m., except Saturday and Sunday and Federal Holidays. Although 24-hr access must be provided 7 days a week. The lessor shall ensure that utilities necessary for operation are provided and that all associated costs are included as a part of the established rental rate. Cleaning shall be performed during tenant working hours as specified on section 7.6 of the solicitation for offer.

In the event of failure by the Lessor to provide the initial space alterations under this lease by the specified time periods, the Government may, by contract or otherwise, provide these items/alterations, and charge to the Lessor any cost incurred by the Government that is related to the provision of such, including any administrative cost, and deduct such cost from any rental payments.

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

- A. Solicitation for Offers No. 6CO0335- 44 pages
- B. Attachment #2 - Special Requirements : For [REDACTED] office of investigations.
- C. Attachment #3 - GSA Form 3517B, General Clauses (Rev 11/05) - 33 pages
- D. Attachment #4 - GSA Form 3518, Representations and Certifications (Rev 1/07) - 7 pages

CONTINUED ON SHEET NOS. 1 and 2

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

LESSOR: **RML INVESTMENTS, LLC**

BY

(Signature)

IN PRESENCE OF:

(Signature)

1234 CR 504, BRANFELD, CO 81122
(Address)

UNITED STATES OF AMERICA: **GENERAL SERVICES ADMINISTRATION, Public Buildings Service:**

BY

Jessica Ballard
CONTRACTING OFFICER, GSA

7. The Lessor shall remain responsible for maintenance, repair, and replacement of any installed items under this lease. These items can be removed by the Government at any time and the Lessor waives restoration in connection with these items. If after the lease term and any extended, renewal or succeeding lease term, the Government elects to abandon any items in place, the title shall pass to the Lessor.
8. Pursuant to Paragraph 1.10, Tenant Improvements included in Offer, the Tenant Improvement (TI) allowance is \$228,381.90 (\$37.06/ ANSI/BOMA square feet). The amortization rate is 8%, and the amortization term is five (5) years. Annual amortized TI rental is \$55,673.90 or \$7.86 per RSF for years 1 through 5. The TI will be used to construct the interior space in accordance with the approved Design Intent Drawings provided by the Lessor. If the TI cost exceeds \$37.06 per ANSI/BOMA square feet for up to 6,163 ANSI/BOMA square feet, the balance due the Lessor will be paid by rental adjustment or lump sum, to be determined by the Government. If the entire TI allowance of \$37.06 per USF is not used, the Government will adjust the rental rate downward to offset the difference in the TI rent component.
9. Pursuant to Paragraph 1.13, Broker Commission and Commission Credit (NOV 2006) of the Solicitation for Offers, the Lessor and the Broker have agreed to a cooperating flat fee lease commission of [REDACTED] (Gross Commission). The Lessor shall pay the Broker no additional commissions associated with this lease transaction. In accordance with the "Broker Commission and Commission Credit" paragraph, the Broker has agreed to forego [REDACTED] of the commission that it is entitled to receive in connection with this lease transaction (Commission Credit). The Commission Credit is [REDACTED]. The Lessor agrees to pay the Commission less the Commission Credit, [REDACTED] (Net Commission), to the Broker in accordance with the Broker Commission and Commission Credit paragraph in the SFO attached to and forming a part of this lease. Notwithstanding Paragraph 3 of this Standard Form 2, the Shell Rental payments due and owing under this lease shall be reduced to fully recapture this Commission Credit. The reduction in Shell Rental shall commence with the first month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:
- First Month's Rental Payment \$13,847.80 (includes \$7,769.14 Shell Rental) minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's Rent.
- Second Month's Rental Payment Payment \$13,847.80 (includes \$7,769.14 Shell Rental) minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Second Month's Rent.
10. Pursuant to SFO Paragraph 3.7, Operating Costs Base (SEP 2000), the base for operating costs adjustment is established as \$17,270.00 or \$2.44 per rentable square foot per annum.
11. Adjustment for Vacant Premises, GSAR 552.270 16 (Variation) (SEP 1999) - The rental rate reduction is established as 0% percent of then prevailing per ANSI/BOMA square foot.
12. Overtime Usage. Pursuant to Paragraph 7.3, Overtime Usage (SEP 2000), the Lessor shall provide heating, ventilation, and air conditioning (HVAC), is established as \$0.00.
13. Unauthorized Improvements. All questions pertaining to this lease agreement shall be referred in writing to the General Services Administration Contracting Officer. This contract is between GSA and RML INVESTMENTS, LLC. GSA assumes no financial responsibility for any cost incurred by the Lessor except as provided by the term of the lease agreement or authorized in writing by the GSA Contracting Officer. If Lessor delivers space with improvements not authorized or requested in writing by the GSA Contracting Officer, then Lessor shall not be entitled to compensation if the improvements remain in place after the Government's acceptance of the space.
14. Wherever the words "Offeror," "Lessor" or "successful offeror" appear in this Lease, they shall be deemed to mean "Lessor"; wherever the words "solicitation," "Solicitation for Offers," or "SFO" appear in this Lease, they shall be deemed to mean "this Lease"; wherever the words "space offered for lease" appear in this Lease, they shall be deemed to mean "Premises."
15. This lease, upon execution, contains the entire agreement of the parties and no prior written or oral agreement, expressed or implied, shall be admissible to contradict the provisions of this lease. Wherever there is a conflict between the SF-2 and the SFO, the SF-2 shall take precedence.

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Initials: 21 & JB
Lessor Government