

# US GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE

LEASE NO. GS-08P-14478

THIS LEASE made and entered into this date by and between GATEWAY CANYON INC.

Whose address is 13155 Noel Road, STE 500  
Dallas, Texas 75240-5042

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 7,087 rentable square feet (RSF) of office and related space, which yields 5,980 ANSI/BOMA Office Area square feet (ABOA) of space in a building known as Prentice Plaza located at 8101 East Prentice Avenue - 5<sup>th</sup> floor, Greenwood Village, Colorado 80111-2909 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 10 secured structured 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 that will be determined by supplemental lease agreement upon completion and acceptance of the work required by this lease and continuing for a period of ten (10) years, with a firm term of five (5) years subject to termination and renewal rights as may be hereinafter set forth. The actual Lease commencement will be established in a Supplemental Lease Agreement at a later date.
3. The Government shall pay the Lessor annual rent of \$211,044.01 at the approximate rate of \$17,587.00 per month in arrears for years 1 - 5, which consists of annual shell rent of \$119,779.40, annual operating costs of \$34,329.13 and annual amortized tenant improvements cost of approximately \$56,935.48 (should the Government exercise their right to amortize the Tenant Improvement).

For years 6 - 10 the Government shall pay the Lessor annual rent of \$163,001.00 at the rate of \$13,583.42 per month in arrears, which consists of annual shell rent of \$128,671.87, annual operating costs of \$34,329.13.

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

GATEWAY CANYON INC.  
13155 NOEL ROAD, STE 500  
DALLAS, TEXAS 75240- 5042

4. The Government may terminate this lease in whole or in part at any time on or after the fifth (5th) year, by giving at least 60 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. ~~This lease may be renewed at the option of the Government for the following rentals: Provided notice is given in writing to the Lessor at least \_\_\_\_\_ days before the end of the original lease term or any renewal term, all other terms and conditions of this lease shall remain the same during any renewal term. Said notice shall be computed commencing with the first day after the date of mailing.~~
6. 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 8CO2379 dated September 28, 2009, as amended December 18, 2009, amended February 6, 2010, and amended March 2, 2010.
  - B. Build out in accordance with standards set forth in SFO 8CO2379 dated September 28, 2009, as amended December 18, 2009, amended February 6, 2010, and amended March 2, 2010, and the Government's design intent drawings. Government space plans shall be developed subsequent to award. All tenant alterations to be completed by the lease effective date identified under Paragraph 2 above. Lease term to be effective on date of occupancy, if different from the date identified in Paragraph 2 and shall be established by a Supplemental Lease Agreement (SLA). The Lessor hereby waives restoration.

INITIALS

*[Handwritten initials]*  
LESSOR GOV'T

C. Deviations to the approved design intent drawings will not be permitted unless prior written authorization is obtained from the GSA Contracting Officer.

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

- A. Solicitation For Offers 8CO2379 dated September 28, 2009, as amended December 18, 2009, amended February 6, 2010, and amended March 2, 2010
- B. GSA Form 3517 entitled GENERAL CLAUSES (Rev. [11/05]).
- C. GSA Form 3518 entitled REPRESENTATIONS AND CERTIFICATIONS (Rev. [1/07])
- D. Legal Description labeled as Attachment "A".

8. The following changes were made in this lease prior to its execution:

Paragraph 5 is deleted. Paragraphs nine (9) through twenty four (24) are added.

- 9. The lease is subject to Real Estate Tax reimbursement. For tax adjustments, the percentage of occupancy is 4.39%. The base tax year statement will be submitted within 60 calendar days after Lessor's payment of taxes to establish the base tax year. In accordance with the SFO paragraph entitled *Percentage of Occupancy*, the Government shall occupy 4.39 % of the building. This is based on a rentable area of the demised premises of 7,087 SF divided by an entire building size of 161,313 SF.
- 10. In accordance with the SFO paragraph entitled Operating Costs Base, the escalation base is established as \$4.84/RSF \$34,329.13/annum.
- 11. In accordance with the SFO paragraph entitled Common Area Factor, the common area factor is established as 1.185117 (7,087RSF/5,980 USF).
- 12. Should the Government fail to utilize or occupy the facility, the Government shall remain responsible for the payment of the rental, subject to an Adjustment for Vacant Space. In accordance with paragraph 4.4 of the Solicitation, the Adjustment for Vacant Space is established at \$1.50 per ANSI/BOMA Office Area square feet (ABOA).
- 13. In accordance with the SFO Paragraph 4.5 entitled *Normal Hours; Services, utilities, and maintenance shall be provided daily, extending 7:00 a.m. to 5:00 p.m. except Saturdays, Sundays, and Federal holiday.* The Lessor will not charge overtime on those days during those hours. In accordance with the SFO Paragraph 4.6 entitled *Overtime Usage*, the rate for overtime usage is established as \$50.00 per hour for the entire premises. The Lessor will not charge overtime rate for the 24/7 spaces HVAC (LAN) etc.
- 14. Per Debt Collection Improvement ACT, effective July 27, 1996 Electronic Funds Transfer (EFT) (See Attachment "E") shall be required on all existing and new leases/contract not later than January 1, 1998. An enrollment form is attached to be completed and returned with this contract.
- 15. Lessor is not required to make any modifications or repairs related to Seismicity.
- 16. SFO paragraph 7.13 #4 is modified to provide that carpet replacement will only be made by Lessor following written request by the Government.
- 17. With reference to SFO paragraphs 10.16, 10.17 and 10.18, the Government will accept the existing air intakes as-is as long as they are functional and in good operating order.
- 18. SFO paragraph 11.1 #2 is modified to provide that the Government will have a service key for elevator lock-off. Additionally, the existing elevators are acceptable "as-is" and the Lessor shall not be obligated to make any alterations or modifications as long as elevators meet current code, inspections and are ADA compliant.
- 19. Any security modifications not contained in the SFO shall be treated as a change pursuant to Paragraph 34 CHANGES of the General Clauses Form 3517B of the Lease.
- 20. With reference to Paragraph 6 SUBSTITUTION OF TENANT AGENCY of the General Clauses Form 3517B of the Lease; except there will be no substitution of any Government Agency whose primary function is to service members of the public.
- 21. The Lessor and Tenant Real Estate Advisors, Inc. as co-broker with The Crown Partnership, Inc. have agreed to a cooperating lease commission of [REDACTED] of the firm term value of this lease. The total amount of the commission is [REDACTED]. 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).

*K. [Signature]*

The commission credit is [REDACTED]. The first [REDACTED] of the entire commission shall be due upon Lease award and the remaining [REDACTED] less the commission credit shall be due upon acceptance of the space by the Government. The Lessor agrees to pay the Commission less the Commission Credit 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 rent shall commence with the first month of the rental payments and continue as indicated in this schedule for adjusted monthly rent:

- a) First month's rental payment \$17,587.00 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted first month's rent.
- b) Second month's rental payment \$17,587.00 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted second month's rent.

The commission amount and commission credit will be adjusted based on the final lease rate. Such adjustment will be established in a Supplemental Lease Agreement.

- 22. It is mutually agreed to between the parties that the Lessor shall build out the space in accordance with the Solicitation for Offers and the Government approved Design Document. All questions pertaining to this lease shall be referred to the Contracting Officer of the General Service Administration (GSA) or his or her designees. The Government occupant is not authorized to administer this lease and GSA assumes no responsibility for any cost incurred by the Lessor except as provided by the terms of this Lease or any other cost authorized in writing by the GSA Contracting Officer. The Lessor will not be reimbursed for any services not provided for in this Lease, including but not limited to: repairs, changes in scope of work, alterations and overtime services with out the written authorization of a Contracting Officer. Additionally, rental will not be paid for occupancy in whole or in part except for the term specified herein.
- 23. In accordance with the SFO paragraph 3.2 A The tenant improvement allowance is \$39.13 per ANSI/BOMA Office Area square feet. Tenant Improvements in the total amount of \$233,997.40 ( $5,980/\text{USF} \times \$39.13$ ) may be amortized through the rent for 5 years at the rate of 8.0%. The total annual cost of Tenant Improvements for the amortization period may be \$56,935.48. Annual tenant improvements amortized payments will begin upon completion of all tenant improvements to 7,087 RSF. SFO paragraph 3.3 A (3) is modified to provide that Lessor shall not be obligated to amortize tenant improvements in excess of the \$39.13 per ANSI/BOMA Office Area square feet allowance.
- 24. The Government reserves the right to install and maintain its own security system. The system shall remain the property of the Government and the Lessor shall waive all rights of restoration as it pertains to the system.

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

**LESSOR**

**GATEWAY CANYON INC.** By: Invesco Advisers, Inc.  
A Delaware corporation, Advisor

**KEVIN JOHNSON**  
**ASSISTANT VICE PRESIDENT**

BY [Signature]  
(Signature)

(Title)

IN PRESENCE OF

[Signature]  
(Signature)

13155 Noel Road, Suite 500  
Dallas, TX 75240

(Address)

**UNITED STATES OF AMERICA**

BY [Signature]  
(Signature)

Contracting Officer, General Services Administration  
(Official Title)