

US GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE

7/15/10

LEASE NO.

GS-08P-14525

THIS LEASE, made and entered into this date by and between GMC6 PROPERTIES LLC

Whose address is 1531 E. EUGIE AVE.
PHOENIX, AZ 85022-4951

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 7,862 rentable square feet (RSF) of office and related space, which yields 7,862 ANSI/BOMA Office Area square feet (USF) of space at The Grogan Building, 561 25 Road, Grand Junction, CO 81505-1303 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 eight (8) reserved parking spaces for exclusive use of Government employees and patrons and thirty (30) unreserved parking spaces for employees and patrons.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on November 1, 2010 and continuing through October 31, 2013 subject to termination and renewal rights as may be hereinafter set forth.

3. The Government shall pay the Lessor annual rent of \$234,130.36 (\$29.78/RSF - \$29.78/USF) at the rate of \$19,510.86 per month in arrears.

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

GMC6 PROPERTIES LLC
1531 E. EUGIE AVE
PHOENIX, AZ 85022-4951

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

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

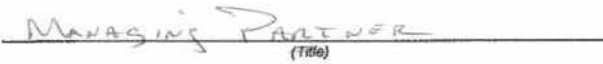
LESSOR
GMC6 PROPERTIES LLC

BY


(Signature)

IN PRESENCE OF

(Signature)


(Title)

1531 E. Eugie Ave / Phoenix AZ 85022
(Address)

UNITED STATES OF AMERICA

BY


(Signature)

Contracting Officer, General Services Administration
(Official Title)

5. PARAGRAPH HAS BEEN INTENTIONALLY DELETED.

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 0CO2087 dated May 3, 2010 (June 23, 2010, as amended).

B. Build out in accordance with standards set forth in SFO 0CO2087 dated May 3, 2010 (June 23, 2010, as amended) 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. 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.

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

A. Solicitation for Offers 0CO2087 dated May 3, 2010 and Amendment #1, dated June 23, 2010.

B. GSA Form 3517 entitled GENERAL CLAUSES (Rev. [11/05])

C. GSA Form 3518 entitled REPRESENTATIONS AND CERTIFICATIONS (Rev. [1/07])

8. The Government reserves the right to use the full Tenant Improvement Allowance of \$307,703.90 (approximately \$39.13 per usable square foot - \$32.61/usf for General and \$6.52/usf for Custom) and shall be paid via lump sum. The total allowance is comprised of the following: \$256,419.92 (General) and \$51,283.98 (Custom).

9. In accordance with the SFO paragraph entitled *Percentage of Occupancy*, the percentage of Government occupancy is established as 41.6%.

10. In accordance with the SFO paragraph entitled *Operating Costs Base*, the escalation base is established as \$5,433.00/annum (approximately \$0.69/RSF).

11. In accordance with the SFO paragraph entitled *Common Area Factor*, the common area factor is established as 1.00 (7,862 RSF/7,862 USF).

12. In accordance with the SFO paragraph entitled *Adjustment for Vacant Premises*, the adjustment is established as \$0.00/USF for vacant space (rental reduction).

13. In accordance with the SFO Paragraph entitled *Overtime Usage*, the rate for overtime usage is established as \$0.00 per hour for the entire building or any portion thereof.

14. PARAGRAPH HAS BEEN INTENTIONALLY DELETED.

The Lessor hereby waives restoration.


LESSOR

UNITED STATES OF AMERICA

BY


(Initial)

BY


(Initial)

15. Rental Schedule:

Dates	Years	Rentable SF	Base Rent	Taxes	Operating Rent*	Annual Rent
11/1/10 – 10/31/10	1-3	7,862	\$211,141.36	\$17,556.00	\$5,433.00	\$234,130.36

*Operating rent is subject to annual escalation in accordance with Paragraph 4.3 of SFO 0CO2087."

16. The following items shall be included in their respective SFO paragraphs:

- a. Paragraph 6.8.A.1 of ACOUSTICAL REQUIREMENTS (SEP 2009) shall be amended to read the following:
"Reverberation Control. Private office and conference rooms using suspended acoustical ceilings shall have a noise reduction coefficient (NRC) of not less than 0.65 in accordance with ASTM C 423. Open office using suspended acoustical ceilings shall have an NRC of not less than 0.50. Private offices, conference rooms, and open offices using acoustical cloud or acoustical wall panels with a minimum of 70% coverage shall have an NRC of not less than 0.85.
- b. Paragraph 6.11 titled BUILDING DIRECTORY (DEC 2005) is hereby deleted in its entirety.
- c. Paragraph 8.7 titled TOILET ROOMS: FIXTURE SCHEDULE (SEP 2000) - The existing bathrooms shall be sufficient for use by the government. An additional water closet and lavatory is not required.
- d. Paragraph 8.8 titled JANITOR CLOSETS (DEC 2007) is hereby deleted in its entirety.
- e. Paragraph 8.9 titled HEATING AND AIR CONDITIONING (AUG 2008) and Paragraph 8.10 titled VENTILATION (AUG 2008) - A two-zone HVAC system shall be sufficient for the leased space.
- f. Paragraph 8.18 titled LIGHTING: INTERIOR AND PARKING (SEP 2009) - Building standard lighting shall be acceptable. Lessor agrees to ensure 50 foot candles at work desk level.

INITIALS:  & 
LESSOR GOVT