

# US GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE

4/2/2012

LEASE NO.

GS-08P-14686

THIS LEASE, made and entered into this date by and between

Whose address is 12345 W. ALAMEDA, LLC  
12345 W. ALAMEDA PARKWAY, SUITE 212  
LAKEWOOD, CO 80228-2842

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 19,351 rentable square feet (RSF) of office and related space, which yields 16,827 ANSI/BOMA Office Area square feet (USF) of space at 12345 W. Alameda Parkway, Lakewood, CO 80228-2842 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 60 surface parking spaces and 12 reserved 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 August 1, 2012 and continuing through July 31, 2022, subject to termination and renewal rights as may be hereinafter set forth.

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

Years	Annual Shell Rent	Annual Operating Rent *	Annual Real Estate Taxes Rent**	Annual Tenant Improvement Rent	Annual Building Specific Amortized Capital Rent	Total Annual Rent
1-5	\$229,980.67	\$65,421.52	\$ 21,582.33	\$ 149,137.96	\$ 13,602.42	\$479,724.90
6-10	\$229,980.67	\$65,421.52	\$ 21,582.33	\$ -	\$ -	\$316,984.52

\*Subject to annual CPI Adjustments per Section 4.3 of SFO 0CO2296

\*\*Subject to annual adjustments per Section 4.2 of SFO 0CO2296

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

LESSOR

12345 W. ALAMEDA, LLC

BY

(Signature)

IN PRESENCE OF

(Signature)

UNITED STATES OF AMERICA

BY

(Signature)

Contracting Officer, General Services Administration

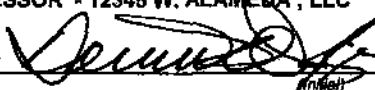
Rent for a lesser period shall be prorated. Rent checks shall be made payable through Electronic Fund Transfer (EFT) to:

12345 W. ALAMEDA, LLC  
12345 W. ALAMEDA PARKWAY, SUITE 212  
LAKEWOOD, CO 80228-2842

4. The Government may terminate this lease in whole or in part at **any time on or after August 1, 2017** by giving at least **ninety (90)** 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. 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 0CO2296.
  - B. Build out in accordance with standards set forth in SFO 0CO2296, and the Government's design intent drawings. Government space plans shall be developed subsequent to award. All tenant alterations to be completed by the earlier of 120 days after lease award or 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.
6. The following are attached and made a part hereof:
  - A. Solicitation for Offers 0CO2296 and its attachments.
  - B. GSA Form 3517 entitled GENERAL CLAUSES (Rev. [11/05])
  - C. GSA Form 3518 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 \$658,577.15 shall be amortized through the rent for 5 years at the rate of 5%. The total annual cost of Tenant Improvements for the amortization period shall be \$149,137.96.
8. Tenant Improvements will be amortized into the rent upon acceptance and completion of the improvement. The Contracting Officer will accept the space and the Tenant Improvement amount will be added to the lease and amortized over the remaining firm term of the lease.
9. In accordance with SFO requirements detailed on "Security Unit Price List", Building Specific Amortized Capital in the amount of \$60,067.00 shall be amortized through the rent for 5 years at the rate of 5%. The total annual cost of Building Specific Amortized Capital for the amortization period shall be \$13,602.42.
10. In accordance with the SFO paragraph entitled *Operating Costs Base*, the escalation base is established as \$65,421.52/annum.
11. In accordance with the SFO paragraph entitled *Common Area Factor*, the common area factor is established as 1.149997 (19,351 RSF/16,827 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 \$50.00 per hour for the entire building or any portion thereof.
14. Pursuant to Paragraph 4.2, Tax Adjustment (AUG 2008), for the purpose of this lease, the Government's percentage of occupancy as of the date hereof is 25.8% based upon occupancy of 19,351 Rentable Square Feet in a building with a total of 75,000 RSF. This percentage shall be subject to adjustment to take into consideration additions or reductions of the amount of space as may be contemplated in this lease or amendments hereto. Base year share of annual Real Estate Taxes is \$21,582.33 or approximately \$1.12 per RSF and cost is included in Shell Rental Rate.

LESSOR - 12345 W. ALAMEDA, LLC

BY

 DAW  
(Initial)

UNITED STATES OF AMERICA

BY

 TMB  
(Initial)

15. In the event the actual amount of space exceeds 19,351 rentable square feet (RSF) (16,827 usable square feet), there will be no additional cost to the government.

16. **REIMBURSABLE ITEMS:** The Lessor hereby agrees to provide, install and maintain the items described in SFO No. 0CO2296, Special Requirements to SFO 0CO2296 Attachment 1, Special Requirements to SFO 0CO2296 Attachment - #2 *CCU Electrical Power and AC Requirements*, Special Requirements to SFO 0CO2296 Attachment - #3 *Adjacency Diagram*, and Special Requirements to SFO 0CO2296 Attachment 4 *OIG Lakewood Relocation Consolidated Requirements* for initial space Tenant Improvements. The Government agrees to reimburse the Lessor in the amount not to exceed \$91,500.85, upon completion of said work and reasonable satisfaction of the Government. Changes to the scope of work must be approved by the Contracting Officer. Reimbursement to the Lessor will be made upon inspection and acceptance of the work by the GSA Contracting Officer and upon receipt of an itemized invoice from the Lessor.

The Vendor receiving payment shall issue the invoice. Additionally the invoice shall include a unique invoice number and cite the a PDN to be issued at a later date. [Invoices submitted without the PDN are immediately returned to the Vendor.] Invoices shall be submitted to the Greater Southwestern Finance Center (with a copy to the Contracting Officer) electronically on the Finance Website at [www.finance.gsa.gov](http://www.finance.gsa.gov). Vendors who are unable to process the invoices electronically, may mail the invoices to the following address: GSA, Greater Southwest Finance Center (7BCP), P.O. Box 17181, Fort Worth, Texas 76102. "

The Lessor hereby waives restoration.

LESSOR - 12345 W. ALAMEDA , LLC

UNITED STATES OF AMERICA

BY



(Initial)

BY



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