

US GOVERNMENT LEASE FOR REAL PROPERTY

LEASE NO.

GS-08P14576

THIS LEASE, made and entered into this date by and between 633 17TH STREET OPERATING COMPANY, LLC

Whose address is C/O TOMA WEST MANAGEMENT CORP
633 17TH STREET, SUITE 1650
Denver, Colorado 80202-3660

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 17,988 rentable square feet (RSF) of office and related space, which yields 16,822 ANSI/BOMA Office Area square feet (USF) of space at 633 17th Street, Denver, Colorado 80202-3660, 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 5 structured parking spaces for the exclusive use of Government employees. The Lessor shall also provide 12 structured parking spaces at a monthly rate of [REDACTED] per month per space. The cost of these spaces shall be paid by the individual Government employees utilizing the space.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on November 20, 2011 and continuing through November 19, 2021, subject to termination and renewal rights as may be hereinafter set forth.

3. The Government shall pay the Lessor annual rent of \$ 630,118.70 at the rate of \$52,509.89 per month in arrears for years 1-5 and \$540,719.28 at the rate of \$45,059.94 per month in arrears for years 6 - 10 per the rental schedule below. Free rent will apply for the first 3 months of the lease term. The first rental payment will be effective February 20, 2011.

November 20, 2011 to February 19, 2011

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February 20, 2011 to November 19, 2016

\$52,509.89 per month in arrears

November 20, 2016 to November 19, 2021

\$45,059.94 per month in arrears

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

633 17TH STREET OPERATING COMPANY, LLC
633 17TH STREET, SUITE 1650
DENVER, COLORADO 80202-3660

4. The Government may terminate this lease in whole or in part at any time after November 20, 2016, 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 633 17TH STREET OPERATING COMPANY, LLC

BY 
IN PRESENCE OF 

(Signature)

(Signature)



(Title)

1624 Market St. #201
DENVER, CO 80202

(Address)

UNITED STATES OF AMERICA

BY 

(Signature)

Contracting Officer, General Services Administration

(Official Title)

5. The Lessor shall furnish to the Government, as part of the rental consideration, those facilities, services, supplies, utilities and maintenance in accordance with SFO 9CO2320, dated September 3, 2010.

6. The building hours of operation shall be 7 am to 5 pm Monday through Friday, Saturday, Sunday and Holidays excluded.

7. In accordance with SFO paragraph entitled "Tenant Improvement Rental Adjustment", Tenant Improvements in the total amount of \$679,808.80 (16,822 ABOA sq. ft. x \$40.40) shall be amortized through the rent for 57 months at the rate of 8.5%. The total annual cost of Tenant Improvements for the amortization period shall be \$174,396.59 or approximately \$9.70 per rentable square foot.

Should the Government elect to use only a portion of the tenant improvement allowance, the rental rate shall be adjusted accordingly per Paragraph 3.2 of the SFO.

The Lessor's Tenant Improvement fee schedule is established as:

- a. General Conditions shall be 6% of the total subcontractor's costs.
- b. The General Contractors fee shall be 4% of the total subcontractor's costs.
- c. Architectural and Engineering fees will be \$2.00 per ABOA sq. ft.
- d. The Lessor's project management fee shall be 5% of the total subcontractor's costs.

8. In accordance with the SFO paragraph entitled "Operating Costs Base", the escalation base is established as \$122,935.44 annually or approximately \$6.83 per rentable square foot.

9. In accordance with SFO paragraph entitled "Tax Adjustment", the real estate tax base shall be established as the taxes paid during the first twelve (12) months of the lease term. The tax base shall be established by execution of a Supplemental Lease Agreement.

10. In accordance with the SFO paragraph entitled "Percentage of Occupancy", the percentage of government occupancy is established at 3.25%.

11. In accordance with the SFO paragraph entitled "Common Area Factor", the common area factor is established as 1.06931. (17,988 RSF/16,822 ABOA sq. ft.).

12. The accordance with SFO paragraph entitled "Adjustment for Vacant Premises", the adjustment is established as \$2.00 /ABOA sq. ft.

13. In accordance with the SFO paragraph entitled "Overtime Usage", the rate for overtime usage is established as \$98.00 per hour for the entire floor or any portion thereof.

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14. In accordance with the Program of Requirements paragraph entitled "Special Requirements", "Mechanical", the Lessor shall provide and maintain, per manufacturer's recommendations, the cooling system in the secured network/equipment room.

15. In accordance with the Program of Requirements entitled "Special Requirements 1.3", the Lessor shall change the fire accessibility point from the 10th floor to the 9th floor and the 11th floors.

16. In accordance with the SFO paragraph entitled "Construction Schedule and Acceptance of Tenant Improvements", the Government shall provide to the Lessor a Program of Requirements that describes the anticipated improvements to be made to the premises. Such Program of Requirements shall be submitted to the Lessor no later than 14 calendar days from the date of lease execution. Within thirty (30) days of lease execution, the parties shall complete a mutually agreeable construction schedule.

Notwithstanding any other terms or condition of this SFO, as amended, in the event that the Lessor is delayed in delivering the Leased Premises as the result of net government delay, such delay accruing either because the Government's failure to provide any approval or other obligation in accordance with the construction schedule, or because of changes issued by the government during the design and construction of the Leased Premises, then the rent shall be commenced on such earlier date as the Lessor would have substantially completed the Leased Premises in accordance with the construction schedule, but for the net government delay.


17. In accordance with Form 3517, in addition to the definition of Excusable Delay as otherwise expressly set for in the form 3517, neither the Lessor or the government, as applicable, shall not be liable or responsible for, and there shall be excluded from the computation of such period of time, any delays due to the issuance of permits, inspections or other administrative reviews by the local jurisdiction, or any other bona fide delay beyond the reasonable control of the applicable party. The foregoing shall not apply to any payments of money due under the Lease.

18. In accordance with SFO paragraph entitled "Waiver of Restoration", the Lessor and the government shall negotiate costs for demolition with any items beyond standard office construction that the government plans to abandon in place.

19. The following documents are attached and made a part of this lease:

- A. Solicitation for Offers Number 9CO2320, dated September 3, 2010, consisting of 50 pages.
- B. Program of Requirements, consisting of 5 pages.
- C. GSA Form 1364 entitled Proposal to Lease Space and clarifications, consisting of 4 pages.
- D. GSA Form 1217 entitled Lessor's Annual Cost Statement, consisting of 1 page.
- E. GSA Form 3517 entitled General Clauses, consisting of 2 pages.
- F. GSA form 3518 entitled Representations and Certifications, consisting of 7 pages.
- G. Security Form B, consisting of 1 page.


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