

# US GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE

LEASE NO.

GS-08P-14426 (Revised 1/3/2011)

THIS LEASE, made and entered into this date by and between CASA DE CHUPITA, INC. 415 Green Street, Inc.

Whose address is 839 ROSE STREET  
415 GREEN STREET, INC  
CRAIG, CO 81625-2033

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 4,328 rentable square feet (RSF) of office and related space, which yields 4,328 ANSI/BOMA Office Area square feet (USF) of space at 415 Green Street, Craig, CO 81625-0001 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 16 surface parking spaces for use by the Government, as well as 12 secured spaces for Government vehicles.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on November 23, 2010 and continuing through November 22, 2025 subject to termination and renewal rights as may be hereinafter set forth.

3. The Government shall pay the Lessor annual rent as follows:

Dates	Operating Rent	Shell Rent	TI	Annual Rent
11/23/2010-11/22/2020	\$29,871.77	\$141,226.00	\$16,761.16	\$187,858.93
11/23/2020-11/22/2025	\$29,871.77	\$141,226.00	\$0.00	\$171,097.77

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

415 GREEN STREET, INC.  
839 ROSE STREET  
CRAIG, CO 81625-2033

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

LESSOR

415 GREEN STREET, INC.

BY

(Signature)

IN PRESENCE OF

UNITED STATES OF AMERICA

BY

(Signature)

Contracting Officer, General Services Administration



The Government may terminate this lease at any time after November 22, 2020 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.

4. 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 7CO2345 dated 8/27/2008
5. The following are attached and made a part hereof:
  - A. Solicitation for Offers 7CO2345 dated August 27<sup>th</sup>, 2008, Amendment #1 dated January 13, 2009, Amendment #2 dated January 13, 2009, Amendment #3 dated January 15, 2009, Amendment #4 dated February 6<sup>th</sup>, 2009, Amendment #5 dated March 2, 2009, Amendment #6 dated March 4<sup>th</sup>, 2009, Amendment #7 dated March 19<sup>th</sup>, 2009, Amendment #8 dated April 10, 2009, Amendment #10 dated April 10, 2009, Amendment #11 dated July 8, 2009
  - B. GSA Form 3517 entitled GENERAL CLAUSES (Rev. [11/05])
  - C. GSA Form 3518 entitled REPRESENTATIONS AND CERTIFICATIONS (Rev. [1/07])
6. In accordance with the SFO paragraph entitled *Tenant Improvement Rental Adjustment*, Tenant Improvements in the total amount of \$117,670.00 shall be amortized through the rent for ten (10) years at a rate of 7.5% annually at a rate of \$16,761.16 per year. The total annual cost of the Tenant Improvements for the amortization period shall be \$167,611.65.
7. In accordance with the SFO paragraph entitled *Percentage of Occupancy*, the percentage of Government occupancy is established as 100%.
8. In accordance with the SFO paragraph entitled *Operating Costs Base*, the escalation base is established as \$29,871.77/annum (approximately \$6.90/RSF).
9. In accordance with the SFO paragraph entitled *Tax Adjustment*, the tax base is established as \$8,223.20/annum (\$1.90/RSF) and is included in the shell rental rate.
9. In accordance with the SFO paragraph entitled *Common Area Factor*, the common area factor is established as 1.0 (4,328 RSF / 4,328 USF).
10. In accordance with the SFO paragraph entitled *Adjustment for Vacant Premises*, the adjustment is established as \$2.34/RSF for vacant space (rental reduction).
11. 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.
11. The Lessor shall install a Sub Slab Depressurization System with a Vapor Barrier at no additional cost to the Government. The system shall conform to conditions set forth in SFO Amendment No. 9 to SFO 7CO2345. Selected and installed system subject to prior approval by the Contracting Officer.
12. The Lessor shall install an [REDACTED] at no additional cost to the Government. The [REDACTED] shall meet the characteristics of the [REDACTED] and have a minimum height of [REDACTED]. Additionally, the [REDACTED] shall have [REDACTED]. Selected and installed system subject to prior approval by the Contracting Officer.

LESSOR

BY

(BTJ)

(Initial)

UNITED STATES OF AMERICA

BY

[Signature]

(Initial)

13. The Lessor, at the Lessor's expense, shall obtain certification from the U.S. Green Building Council (USGBC) within 12 months of project occupancy. For requirements to achieve certification, Lessor must refer to the latest version at the time of submittal of LEED Reference Guide at <http://www.leedbuilding.org>. At completion of LEED® documentation and receipt of final certification, the Offeror must provide the Government two electronic copies on compact disks of all documentation submitted to USGBC. Acceptable file format is Adobe PDF saved to disk from the LEED®-Online workspace and templates. In addition, the Lessor will provide the Government viewing access to the LEED®-Online workspace during design and through the term of the lease. Prior to the end of the first nine months of occupancy, if the Lessor fails to achieve LEED® certification, the Government may assist the Lessor in implementing a corrective action program to achieve LEED® certification and deduct its costs (including administrative costs) from the rent. In addition if LEED® certification is not obtained after nine months of occupancy then one months rent shall be deducted every year until the certification is achieved.

14. All punch list items from initial occupancy shall be completed by 1/4/2011. The following outstanding punch list items shall be completed no later than June 1<sup>st</sup>, 2011 due to weather restrictions: paint light pole bases, paint [REDACTED], extend curb stop to grade, move [REDACTED] near drive through gate, prime and paint the welds on the main gate, stain trash enclosure doors, landscape, and a general cleaning of the site.

The Lessor hereby waives restoration.

LESSOR

BY

(BT)

(Initial)

UNITED STATES OF AMERICA

BY

(Signature)

(Initial)