

LEASE NO. GS-08P-14447

On-Airport Lease
GSA FORM L201D (04/11)

This Lease is made and entered into between

City & County of Denver
Denver International Airport

("the Lessor"), whose principal place of business is 8500 Pena Blvd., Suite 9810, Denver, CO 80249-8205, and whose interest in the Property described herein is that of Fee Owner, and

The United States of America

("the Government"), acting by and through the designated representative of the General Services Administration ("GSA"), upon the terms and conditions set forth herein.

Witnesseth: The parties hereto, for the consideration hereinafter mentioned, covenant and agree as follows:

The Lessor hereby leases to the Government the Premises described herein, being all or a portion of the Property located at

Denver International Airport, 8700 Pena Blvd, Denver, Colorado 80249-6362

together with rights to the use of parking and other areas as set forth herein.

To Have and To Hold the said Premises with their appurtenances for the term beginning upon acceptance of the Premises as required by this Lease and continuing for a period of

5 Years Firm and two (2) 5 year Options

subject to termination and renewal rights as may be hereinafter set forth, to be used for such purposes as determined by GSA. The commencement date of this Lease, along with any applicable termination and renewal rights, shall more specifically be set forth in a Lease Amendment upon substantial completion and acceptance of the space by the Government.

In Witness Whereof, the parties to this Lease evidence their agreement to all terms and conditions set forth herein by their signatures below, to be effective as of the date of delivery of the fully executed Lease to the Lessor.

FOR THE LESSOR:

Name: _____

Title: _____

Date: _____

FOR THE GOVERNMENT:

Name: Mark H. Pearl

Title: Lease Contracting Officer

Date: 6/13/12

WITNESSED BY:

Name: _____

Title: _____

Date: _____

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SECTION 1 THE PREMISES, RENT, AND OTHER TERMS

1.01 THE PREMISES

The Premises are described as follows:

Office and Related Space: 17,887 rentable square feet (RSF), yielding 17,887 ANSI/BOMA Office Area (ABOA) square feet of office and related space (based upon a Common Area Factor of 1.8 percent, of the Building).

1.02 EXPRESS APPURTENANT RIGHTS

The Government shall have the non-exclusive right to the use of Appurtenant Areas, and shall have the right to post Government Rules and Regulations within such areas. The Government will coordinate with the Lessor to ensure signage is consistent with the Lessor's standards. Appurtenant to the Premises and included with the Lease are rights to use the following:

A. **Parking:** 0 parking spaces of which 0 shall be structured inside spaces reserved for the exclusive use of the Government, 0 shall be inside parking spaces, and 0 shall be surface parking spaces. In addition, the Lessor shall provide such additional parking spaces as required by the applicable code of the local government entity having jurisdiction over the Property.

B. **Antennae, Satellite Dishes and Related Transmission Devices:** Space located on the roof of the Building sufficient in size for the installation and placement of the telecommunications equipment as such may be described herein, together with the right to access the roof and use of, all building areas (e.g., chases, plenums) necessary for the use, operation, and maintenance of such equipment at all times during the term of this Lease.

1.03 RENT AND OTHER CONSIDERATION

A. The Government shall pay the Lessor annual rent payable monthly in arrears at the following rates:

	01/01/2012-12/31/2013		01/01/2014-12/31/2016	
	Annual Rent	Annual Rate / RSF	Annual Rent	Annual Rate / RSF
Shell Rental Rate	\$1,395,722.61	\$78.03	\$1,523,435.79	\$85.17
Operating Costs	\$221,386.20	\$12.38	\$221,386.20	\$12.38
Full Service Rate	\$1,617,108.81	\$90.41	\$1,744,821.99	\$97.55

B. Rent is subject to adjustment based upon a physical mutual measurement of the Space upon acceptance, not to exceed 17,887 ABOA sq. ft. based upon the methodology outlined under the "Payment" clause of GSA Form 3517.

C. Rent is subject to adjustment based upon the final Tenant Improvement cost to be amortized in the rental rate, as agreed upon by the parties subsequent to the Lease Award Date.

D. If the Government occupies the Premises for less than a full calendar month, then rent shall be prorated based on the actual number of days of occupancy for that month.

E. Rent shall be paid to the Lessor by electronic funds transfer in accordance with the provisions of the General Clauses. Rent shall be payable to the Payee designated in the Lessor's Central Contractor Registration.

F. The Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:

1. The leasehold interest in the Property described in "Paragraph 1.01 THE PREMISES" created herein;
2. All costs, expenses and fees to perform the work required for acceptance of the Premises in accordance with this Lease, including all costs for labor, materials, and equipment, professional fees, contractor fees, attorney fees, permit fees, inspection fees, and similar such fees, and all related expenses;
3. Performance or satisfaction of all other obligations set forth in this Lease.
4. All services, utilities, and maintenance required for the proper operation of the Property, the Building, and the Premises in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements, and improvements required to be made thereto to meet the requirements of this Lease.

G. Parking shall be provided at a rate of \$0 per parking space per month (Structure), and \$0 per parking space per month (Surface).

1.04 TERMINATION RIGHTS

The Government reserves the right to terminate this Lease, in whole or in part, at anytime during the term of this lease with 120 days' written notice to the Lessor if (i) regularly scheduled commercial air services ceases, (ii) the airport opts to replace [redacted] screeners with private contractors, (iii) the checkpoint supported by the leased space is closed, or (iv) Government reduces its presence at airport due to a reduction in deployments. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination.

1.05 RENEWAL RIGHTS

This Lease may be renewed at the option of the Government for a term of 10 YEARS at the following rental rate(s):

	Option Term, Years 6-10	
	Annual Rent	Annual Rate / RSF
Shell Rental Rate	TBD at year 6	TBD at year 6
Operating Cost	Operating cost basis shall continue from Year 5 of existing lease term. Option term is subject to continuing annual adjustments.	
	Option Term, Years 11-15	
	Annual Rent	Annual Rate / RSF
Shell Rental Rate	TBD at year 11	TBD at year 11
Operating Cost	Operating cost basis shall continue from Year 10 of existing lease term. Option term is subject to continuing annual adjustments.	

provided notice is given to the Lessor at least 120 days before the end of the original lease term, all other terms and conditions of this Lease, as same may have been amended, shall remain in force and effect during any renewal term.

1.06 DOCUMENTS INCORPORATED BY REFERENCE

The following documents are incorporated by reference, as though fully set forth herein:

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
Floor Plan(s)	NA	NA
Parking Plan(s)	NA	NA
GSA Form 3517G, General Clauses	18	NA
GSA Form 3518G, Representations and Certifications	3	NA

1.07 OPERATING COST BASE

The parties agree that for the purpose of applying the clause titled "Operating Costs Adjustment" that the Lessor's base rate for operating costs shall be \$12.38 per rentable sq. ft.

1.08 RATE FOR ADJUSTMENT FOR VACANT LEASED PREMISES

In accordance with the section entitled "Adjustment for Vacant Premises" if the Government fails to occupy or vacates the entire or any portion of the Leased Premises prior to expiration of the term of the Lease, the operating costs paid by the Government as part of the rent shall be reduced by \$ per ABOA sq. ft. of space vacated by the Government.