

U.S. GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE 04/01/2011

LEASE NO.

GS-08P-14551

THIS LEASE, made and entered into this date by and between Westlake Office Plaza, LLC

Whose address is 1814 14th Avenue, Greeley, CO 80631-5306

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 1,470 rentable square feet (RSF) of office and related space, which yields 1,279 ANSI/BOMA Office Area square feet (USF) of space at New West Bank Building, 3459 W. 20th Street, Greeley, CO 80634-6549 as indicated on the attached Floor Plan, 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 12 surface parking spaces and 1 reserved parking space for exclusive use of the Government employees and patrons.

* 13 surface parking spaces are included in the rent at no cost.

* The common area factor for the leased premises occupied by the Government is established as 1.1493354 (see "Common Area Factor" paragraph of the lease).

* The leased premises occupied by the Government for real estate tax adjustments is established as 6.41054% (see also "Percentage Occupancy" paragraph of the lease).

2. TO HAVE AND TO HOLD the said premises with their appurtenances for a term of 10 years, 5 years FIRM beginning upon the substantial completion of the space, and acceptance by the Government as satisfactorily complete. Design and construction of the space shall begin upon award of this lease in conformance with the Construction Schedule of Tenant Improvements paragraph of the attached Solicitation for Offers. The commencement date of this lease, along with any applicable termination and renewal rights, shall more specifically be set forth in a Supplemental Lease Agreement upon substantial completion and acceptance of the space by the Government.

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

LESSOR

SIGNATURE

Westlake Office Plaza, LLC

NAME OF SIGNER

MELVIN DIENER

ADDRESS

1814 14th Ave, Greeley, CO 80631-5306

IN THE PRESENCE OF (SIGNATURE)

NAME OF SIGNER

MARK LOCKWOOD

UNITED STATES OF AMERICA

SIGNATURE

NAME OF SIGNER

Kristin Grit

OFFICIAL TITLE OF SIGNER

Leasing Contracting Officer

3. The Government shall pay the Lessor annual rent of \$38,220.50 (\$26.00/RSF - \$29.88/USF) at the rate of \$3,185.00 per month in arrears. Accumulated operating cost adjustments will be included in the stated per annum rates at the time they become effective. Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

Westlake Office Plaza, LLC
1814 14th Avenue
Greeley, CO 80631-5306

4. The Government may terminate this lease in whole or in part at any time on or after 60 months from the effective occupancy date 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.
5. The Lessor shall furnish to the Government, as part to the rental consideration, the following:
Those tenant improvements, facilities, services, supplies, utilities, and maintenance in accordance with SFO 0CO2017 dated 08/25/2010 as amended. (37 pages)
6. The following are attached and made a part hereof:
X - A. Standard Form 2 - 3 pages;
X - B. Schedule of Rent Components;
X - C. Solicitation for Offers 0CO2017 dated 08/25/2010, 37 pages;
X - E. GSA Form 3517 entitled GENERAL CLAUSES (Rev. 11/05), 2 pages;
X - F. GSA Form 3518 entitled REPRESENTATIONS AND CERTIFICATIONS (Rev. 1/07), 4 pages;
7. In accordance with the SFO paragraph entitled Tenant Improvement Rental Adjustment, Tenant Improvements in the total amount of \$47,366.47 (1,279 USF x \$37.03) are amortized through the rent for 5 years at the rate of 0.00%. The amortized cost of these improvements are included in the stated rent in Paragraph 3 above. Deviations to the approved design intent drawings will not be permitted unless prior written authorization is obtained from the GSA Contracting Officer.
8. In accordance with the SFO paragraph entitled Operating Costs Base, the base is established as \$4.10 per RSF (\$6,027.00 per annum).
9. In accordance with the SFO paragraph entitled Adjustment for Vacant Premises, the adjustment is established as \$1.50 per USF for vacant space (rental reduction).
10. In accordance with the SFO Paragraph entitled Overtime Usage, the rate for overtime usage is established as \$40.00 per hour.
- In any event, no overtime HVAC will be charged for the normal building hours of 7am to 5pm, Monday through Friday, and Saturday from 8am to 12pm.
11. In accordance with the SFO paragraph entitled Tax Adjustment, the tax base is established as \$1.90408 per RSF (\$2,799.00 per annum). The government shall pay its pro rata share of any tax adjustment. The percent of the building occupied by the Government is agreed to be 6.41% based upon a total of 22,931 rentable square feet in the building.

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INITIALS: KS &
LESSOR

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12. SCHEDULE OF RENT COMPONENTS

Annual Rent applies to Years	Total Shell Rent	Total Operating Costs**	Total TI*	Total Taxes***	Total Annual Rent
0 to 1	\$19,927.20	\$6,027.00	\$9,467.28	\$2,799.00	\$38,220.50
1 to 2	\$19,927.20	\$6,027.00	\$9,467.28	\$2,799.00	\$38,220.50
2 to 3	\$19,927.20	\$6,027.00	\$9,467.28	\$2,799.00	\$38,220.50
3 to 4	\$19,927.20	\$6,027.00	\$9,467.28	\$2,799.00	\$38,220.50
4 to 5	\$19,927.20	\$6,027.00	\$9,467.28	\$2,799.00	\$38,220.50
5 to 6	\$20,662.20	\$6,027.00		\$2,799.00	\$29,488.20
6 to 7	\$21,397.20	\$6,027.00		\$2,799.00	\$30,223.20
7 to 8	\$22,132.20	\$6,027.00		\$2,799.00	\$30,958.20
8 to 9	\$22,867.20	\$6,027.00		\$2,799.00	\$31,693.20
9 to 10	\$23,602.20	\$6,027.00		\$2,799.00	\$32,428.20

*The Tenant Improvements Allowance is amortized at a rate of 0% per annum for 5 years.

** Operating Costs Subject to CPI Adjustment

*** Taxes subject to Adjustment

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INITIALS: MS &
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