

STANDARD FORM 2
FEBRUARY 1965
EDITION
GENERAL SERVICES

US GOVERNMENT
LEASE FOR REAL PROPERTY

DATE OF LEASE

8/9/10

LEASE NO.

GS-08P-LCO14509

THIS LEASE, made and entered into this date by and between BUCKINGHAM VENTURES, LLC

Whose address is 32024 SNOWSHOE ROAD
EVERGREEN, CO 80439-7662

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 8,219 rentable square feet (RSF) of warehouse and related space, which yields 8,115 ANSI/BOMA Office Area square feet (USF) of space at 4620 Technology Drive, Golden CO 80403-1646 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 4 surface 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 June 15, 2010 and continuing through June 14, 2018.

3. The Government shall pay the Lessor annual rent of \$145,722.87 (\$17.73/RSF) at the rate of \$12,143.57 per month in arrears during years 1-4 of the Lease. The Government shall pay the Lessor annual rent of \$157,147.28 (\$19.12/RSF) at the rate of \$13,095.61 per month in arrears during years 5-8 of the Lease. Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

JAMES STIEHR
BUCKINGHAM VENTURES, LLC
32024 SNOWSHOE ROAD
EVERGREEN, CO 80439 - 7662

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 7CO2370 dated January 26, 2010, as amended with SFO Amendment 1 on April 6, 2010 and the document "SFO Changes" dated May 7, 2010

B. Built out in accordance with standards set forth in SFO 7CCO2370 dated January 26, 2010, as amended with SFO Amendment 1 on April 6, 2010 and the document "SFO Changes" dated May 7, 2010 developed subsequent to award.

C. All tenant alterations to be completed by a mutually agreed upon date between Lessor and the Government. Lease term to be effective on date of occupancy, if different from the date identified in Paragraph. The Lessor hereby waives restoration.

D. Deviations to the approved design intent drawings will not be permitted unless prior written authorization is obtained from the GSA Contracting Officer.

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

LESSOR

BUCKINGHAM VENTURES, LLC

BY

(Signature)

IN PRESENCE OF

(Signature)

(Title)

UNITED STATES OF AMERICA

BY

(Signature)

Contracting Officer, General Services Administration
(Official Title)

5. The following are attached and made a part hereof:
6. Solicitation for Offers SFO 7CCO2370 dated January 26, 2010, as amended with SFO Amendment 1 on April 6, 2010 and the document "SFO Changes" dated May 7, 2010
 - A. GSA Form 3518 entitled REPRESENTATIONS AND CERTIFICATIONS (Rev. [9/01])
 - B. GSA Form 3517 entitled GENERAL CLAUSES (Rev. [9/01])

7. In accordance with the SFO paragraph entitled *Tenant Improvements Included in Offer*, Tenant Improvements in the total amount of \$13,132.08 shall be paid lump sum to the Lessor upon completion of construction. The amount of \$13,132.08 is inclusive of all A/E costs and fee's associated with this work.

The vendor receiving payment shall issue the invoice. Additionally, the invoice shall include a unique invoice number and cite the following PDN number: PS0017499. [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) or electronically on the Finance Website at 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.

8. In accordance with the SFO paragraph entitled *Percentage of Occupancy*, the percentage of Government occupancy is established as 44.72%. 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. The establishment of the tax base shall occur after the first full year of occupancy, on actual taxes, and is included in the Shell Rental Rate.

9. In accordance with the SFO paragraph entitled *Tax Adjustment*, the establishment of the tax base shall occur after the first full year of occupancy, on actual taxes, and is included in the Shell Rental Rate.

10. In accordance with the SFO paragraph entitled *Common Area Factor*, the common area factor is established as 1.0128157% (8,219 RSF / 8,115 USF).

11. In accordance with the SFO paragraph entitled *Adjustment for Vacant Premises*, the adjustment is established as \$1.70/USF for vacant space (rental reduction).

12. In accordance with the SFO Paragraph entitled *Overtime Usage*, the rate for overtime usage is established as \$15.00 per hour for the entire building or any portion thereof.

13. In accordance with the SFO Paragraph entitled *Operating Costs*, the base rate for operating cost adjustments shall be \$30,656.87 annually. This rate shall be split unevenly as follows: Suite 200 (4,501 USF / 4,559 RSF) shall have an annual operating base of \$14,408.73, and Suite 400 (3,614 USF / 3,660 RSF) shall have an annual operating base of \$16,248.14.

14. The term restoration as referred to in the SFO Paragraph *Waiver of Restoration* paragraph is exclusive of the concrete curb installed by the Government in Suite 400. This concrete curb shall be removed at the cost of the Government at the termination of the Lease as it was installed without the Lessors consent.

The Lessor hereby waives restoration in accordance with paragraph 13 of the Lease.

LESSOR
BUCKINGHAM VENTURES, LLC

BY

(Signature)

IN PRESENCE OF

Carol A. Stehr

Parit D.

(Title)

UNITED STATES OF AMERICA

BY

(Signature)

Contracting Officer, General Services Administration
(Official Title)