

LEASE NO. GS-08P-LCO14881

Warehouse Lease
GSA FORM L201WH (09/14)

This Lease is made and entered into between

MacHeath Industries, LLC.

(Lessor), whose principal place of business is 702 12th Street, Boulder, CO 80302, and whose interest in the Property described herein is that of Fee Owner, and

The United States of America

(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:

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

4725 Nautilus Ct, Boulder, CO 80301

and more fully described in Section 1, together with rights to the use of parking and other areas as set forth herein, to be used for such purposes as determined by GSA.

LEASE TERM

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

10 Years, 2 Years Firm,

subject to termination and renewal rights as may be hereinafter set forth. The commencement date of this Lease, along with any applicable termination and renewal rights, shall be more specifically 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:

[Redacted Signature]

Entity Name: MacHeath Industries LLC

Date: 11/11/14

[Redacted Signature]

Name: DARRIN HOTALING

Title: Lease Contracting Officer

General Services Administration, Public Buildings Service

Date: 11/13/14

LESSOR BY:

[Redacted Signature]

Name: Angela Lopez

Title: Gilbons White Broker

Date: 11/11/14

The information collection requirements contained in this Solicitation/Contract, that are not required by the regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

SECTION 4 DESIGN, CONSTRUCTION, AND POST AWARD ACTIVITIES.....	23
4.01 ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY (SEP 2013)	23
4.02 LEASE TERM COMMENCEMENT DATE AND RENT RECONCILIATION (JUN 2012)	23
4.03 AS-BUILT DRAWINGS (JUN 2012)	23
SECTION 5 TENANT IMPROVEMENT COMPONENTS.....	24
5.01 DOORS: HARDWARE (SEP 2013).....	24
5.02 LIGHTING: INTERIOR AND PARKING—TI (WAREHOUSE) (MAY 2014).....	24
5.03 LOADING DOCKS—TI (WAREHOUSE) (MAY 2014)	24
SECTION 6 UTILITIES, SERVICES, AND OBLIGATIONS DURING THE LEASE TERM.....	25
6.01 PROVISION OF SERVICES, ACCESS, AND NORMAL HOURS (WAREHOUSE) (MAY 2014)	25
6.02 UTILITIES (APR 2011)	25
6.03 HEATING AND AIR CONDITIONING (WAREHOUSE) (SEP 2014).....	25
6.04 OVERTIME HVAC USAGE (JUN 2012).....	25
6.06 JANITORIAL SERVICES (WAREHOUSE) (MAY 2014).....	25
6.07 SNOW REMOVAL (WAREHOUSE) (MAY 2014).....	25
6.08 MAINTENANCE AND TESTING OF SYSTEMS—WAREHOUSE (MAY 2014).....	26
6.09 MAINTENANCE OF PROVIDED FINISHES (WAREHOUSE) (MAY 2014)	26
6.10 ASBESTOS ABATEMENT (APR 2011)	26
6.11 ONSITE LESSOR MANAGEMENT (APR 2011)	26
6.12 IDENTITY VERIFICATION OF PERSONNEL (MAY 2014)	26
6.13 SCHEDULE OF PERIODIC SERVICES (JUN 2012)	27
6.14 LANDSCAPING (JUN 2012).....	27
6.15 LANDSCAPE MAINTENANCE (APR 2011).....	28
6.16 RECYCLING—WAREHOUSE (JUN 2012)	28
6.17 INDOOR AIR QUALITY (MAY 2014)	28
6.18 RADON IN AIR (SEP 2013).....	28
6.19 HAZARDOUS MATERIALS (WAREHOUSE) (MAY 2014)	28
6.20 MOLD (SEP 2013)	29
6.21 OCCUPANT EMERGENCY PLANS (SEP 2013)	29
6.22 PORTABLE FIRE EXTINGUISHERS (WAREHOUSE) (MAY 2014).....	29
6.23 TRASH DUMPSTER SERVICE (WAREHOUSE) (MAY 2014)	29
6.24 ACCESS TO BUILDING INFORMATION (MAY 2014).....	29
6.25 TRASH DUMPSTER SERVICE (WAREHOUSE) (MAY 2014).....	30
SECTION 7 ADDITIONAL TERMS AND CONDITIONS.....	31
7.01 SECURITY REQUIREMENTS (MAY 2014)	31

SECTION 1 THE PREMISES, RENT, AND OTHER TERMS

1.01 THE PREMISES (WAREHOUSE) (MAY 2014)

The Premises are described as follows:

- A. Warehouse and Related Space: 3,830 rentable square feet yielding 3,830 ANSI/BOMA Office Area (ABOA) square feet (SF) of warehouse Space..
- B. Common Area Factor: The Common Area Factor (CAF) is established as 1.0 percent. This factor, which represents the conversion from ABOA to rentable square feet, rounded to the nearest whole percentage, shall be used for purposes of rental adjustments in accordance with the Payment Clause of the General Clauses.

1.02 EXPRESS APPURTENANT RIGHTS (WAREHOUSE) (MAY 2014)

The Government shall have exclusive or non-exclusive (as identified) right to the use of Appurtenant Areas, and shall have the right to post Rules and Regulations Governing Conduct on Federal Property, Title 41, CFR, Part 102-74, Subpart C within such areas. The Government will coordinate with Lessor to ensure signage is consistent with Lessor's standards. Appurtenant to the Premises and included in the Lease are rights to use the following:

- A. Semi-Trailer Staging Area/Parking:
2 parking spaces sized for large vehicles ,of which 2 shall be reserved for the exclusive use of the Government.

B. Delivery Route:

- (1) At least one unobstructed route having no steps or abrupt changes in level shall connect with all accessible elements, spaces, buildings, and courses of passage. The minimum clear width of a route shall be 36 inches. If a route is less than 60 inches in width then it shall have level passing zones, spaced at no more than 200 feet apart, measuring a minimum of 60 inches by 60 inches.
- (2) Objects projecting from walls with their leading edges between 27 and 80 inches above the finished floor shall protrude no more than 4 inches into an accessible route. Freestanding objects mounted on posts or pylons may overhang 12 inches maximum from 27 to 80 inches above the ground or the finished floor. Objects mounted with their leading edges at or below 27 inches above the finished floor may protrude any distance. However, no protruding objects shall reduce the clear width of an accessible route or maneuvering space. If vertical clearance of an area adjoining an accessible route is reduced to less than 80 inches, a barrier to warn blind or visually impaired persons shall be provided.
- (3) Mechanical rooms and spaces which are not normally frequented by the public or occupants and are not part of an accessible or emergency route are excepted and need not be accessible.
- (4) Gratings in a route surface shall have spaces no wider than 1/2 inch in one direction and shall be placed so that the long dimension of openings is perpendicular to the dominant direction of travel.

C. Delivery Ramps:

- (1) Any part of an accessible route with a slope greater than 1 foot rise in 20 feet shall be considered a ramp. Where ramps are necessary, they shall have a non-slip surface with a slope no greater than 1 foot rise in 12 feet. Ramps must have a minimum clear width of 3 feet with level landings at the top and bottom of each ramp run. Each landing shall be at least 5 feet in length and as wide as any ramp run leading into it. The maximum rise for any run shall be 30 inches. Intermediate landings for turning ramps shall measure a minimum of 5 feet by 5 feet.
- (2) Lessor shall provide handrails complying with "HANDRAILS" (36 CFR 1191) on both sides of all ramps with a vertical rise greater than 6 inches. Ramps with drop-offs shall have curbs (minimum 2 inches high), walls, railings or projecting surfaces. Lessor shall provide curb ramps wherever an accessible route crosses a curb. Curb ramps shall not interfere with walks or vehicular traffic. The maximum slope of a curb ramp shall be a 1 inch rise per 12 inch run. The maximum length of a curb ramp shall be 6 feet with a minimum width of 36 inches, exclusive of flared sides. If no other alternative is feasible, accessible platform lifts may be used in lieu of a ramp or elevator. Lifts shall have accessible controls and clearances, shall comply with applicable safety regulations, and should facilitate unassisted entry and exit.

D. Loading Docks. See "LOADING DOCKS SHELL WAREHOUSE" paragraph in Section 3 of this Lease.

1.03 CLEAR CEILING HEIGHT REQUIREMENTS (WAREHOUSE) (MAY 2014)

A minimum of 3,830 ABOA SF must have a clear ceiling height of 12 feet 0 inches, measured from floor to the lowest obstruction, with the balance of the space maintaining a clear ceiling height of a minimum of XX feet. Bulkheads and hanging or surface mounted light fixtures which impede traffic ways shall be avoided.

1.04 BAY WIDTH, BAY DEPTH, AND COLUMN SPACING REQUIREMENTS (WAREHOUSE) (MAY 2014)

The following minimum requirements apply to this Lease:

- Bay Width: 20' 0" (the distance from one side of the bay to the other side of the bay in linear feet and inches)
- Bay Depth: 10' 0" (the distance from the front of the bay to the back of the bay in linear feet and inches)
- Column Spacing: Columns shall be 20' 0" linear feet apart from one another

1.05 RENT AND OTHER CONSIDERATION (MAY 2014)

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

	FIRM TERM	NON FIRM TERM
	ANNUAL RENT	ANNUAL RENT
SHELL RENT ¹	\$37,993.60	\$37,993.60
OPERATING COSTS ³	\$ 8,732.40	\$ 8,732.40
TOTAL ANNUAL RENT	\$46,726.00	\$46,726.00

¹Shell rent calculation:

(Firm Term) \$9.92 per RSF multiplied by 3,830 RSF

(Non Firm Term) \$9.92 per RSF multiplied by 3,830 RSF

³Operating Costs rent calculation: \$2.28 per RSF multiplied by 3,830 RSF. (Operating Costs are defined elsewhere herein)

B. 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.

C. Rent shall be paid to the Lessor by electronic funds transfer in accordance with the "Payment By Electronic Funds Transfer—Central Contractor Registration" paragraph in Section 6 "Additional Terms and Conditions" hereinafter. Rent shall be payable to the Payee designated in the Lessor's Central Contractor Registration (CCR). If the payee is different from the Lessor, both payee and Lessor must be registered in CCR.

D. 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 herein in the paragraph entitled "The Premises."
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; and 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.

1.06 TERMINATION RIGHTS (AUG 2011)

The Government may terminate this Lease, in whole or in part, at any time effective after the Firm Term of this Lease, by providing not less than 120 days' prior written notice to the Lessor. 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.

1.07 DOCUMENTS INCORPORATED IN THE LEASE (WAREHOUSE) (MAY 2014)

The following documents are attached to and made part of the Lease:

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
AGENCY SPECIAL REQUIREMENTS		A
SECURITY REQUIREMENTS		B
GSA FORM 3517B GENERAL CLAUSES		C
GSA FORM 3518, REPRESENTATIONS AND CERTIFICATIONS		D

1.08 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT (JUN 2012)

As of the Lease Award Date, the Government's Percentage of Occupancy, as defined in the "Real Estate Tax Adjustment" paragraph of this Lease is 17.4 percent. The Percentage of Occupancy is derived by dividing the total Government Space of 3,830 RSF by the total Building space of 22,016 RSF.

1.09 REAL ESTATE TAX BASE (SEP 2013)

The Real Estate Tax Base, as defined in the "Real Estate Tax Adjustment" paragraph of the Lease is \$1.74. Tax adjustments shall not occur until the tax year following lease commencement has passed.

1.10 OPERATING COST BASE (SEP 2013)

The parties agree, for the purpose of applying the paragraph titled "Operating Costs Adjustment," that the Lessor's base rate for operating costs shall be \$2.28 per RSF (\$8,732.40/annum).

1.11 RATE FOR ADJUSTMENT FOR VACANT LEASED PREMISES (SEP 2013)

In accordance with the paragraph entitled "Adjustment for Vacant Premises," if the Government fails to occupy or vacates the entire or any portion of the 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 \$0.34 per ABOA SF of Space vacated by the Government.

1.12 HOURLY OVERTIME HVAC RATES (AUG 2011)

The following rates shall apply in the application of the paragraph titled "Overtime HVAC Usage":

- \$20.00 per hour per zone
- No. of zones: 1
- \$ 20.00 per hour for the entire Space.

1.13 HUBZONE SMALL BUSINESS CONCERNS ADDITIONAL PERFORMANCE REQUIREMENTS (MAY 2012)

If the Lessor is a qualified HUBZone small business concern (SBC) that did not waive the price evaluation preference then as required by 13 C.F.R. 126.700, the HUBZone SBC must spend at least 50% of the cost of the contract incurred for personnel on its own employees or employees of other qualified HUBZone SBC's and must meet the performance of the work requirements for subcontracting in 13 C.F.R. § 125.6(c). If the Lessor is a HUBZone joint venture, the aggregate of the qualified HUBZone SBC's to the joint venture, not each concern separately, must perform the applicable percentage of work required by this clause.