

US GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE

DEC 04 2009

LEASE NO.

GS-06P-90122

THIS LEASE, made and entered into this date by and between TIERRA FAA, LLC, C/O GF PROPERTIES GROUP, LLC

Whose address is 175 MERCADO DRIVE, SUITE 240
DURANGO, CO 81301

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 204,607 rentable square feet (RSF) of office and related space, which yields 170,970 ANSI/BOMA Office Area square feet (USF) of space at [REDACTED] Building, 901 Locust Street, Kansas City, MO, 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 104 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 October 15, 2009 and continuing through October 14, 2019, subject to termination and renewal rights as may be hereinafter set forth.

3. The Government shall pay the Lessor annual rent of \$4,910,568.00 (\$24.00/RSF - \$28.72/USF) at the rate of \$409,214.00 per month in arrears for years 1 - 3 and \$3,529,470.75 (\$17.25/RSF - \$20.64/USF) at the rate of \$294,122.56 per month in arrears for years 4 - 6. and \$3,989,836.50 (\$19.50/RSF - \$23.34/USF) at the rate of \$332,486.50 per month in arrears for years 7 - 10. Upon lease commencement the annual rent for years 1 through 3 will be \$3,353,415.51 at the rate of \$279,451.29 per month in arrears until tenant improvements are complete and reconciled in a Supplemental Lease Agreement. The annual rent amount of \$4,910,568.00 stated above for years 1 - 3 includes the tenant improvement allowance addressed in paragraph 8 of Standard Form (SF) 2, and the SFO paragraph entitled *Tenant Improvement Rental Adjustment*.

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

TIERRA FAA, LLC
C/O GF PROPERTIES GROUP, LLC
175 MERCADO ST. ~~180 ROCK POINT DRIVE~~, SUITE 240
DURANGO, CO 81303

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4. The Government may terminate this lease in whole or in part at any time on or after October 15, 2012 by giving at least 90 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.

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

LESSOR

[REDACTED] ES GROUP

IN PRESEN

UNITED STATES OF AMERICA

AUTHORIZED REPRESENTATIVE
(Title)

175 MERCADO ST., SUITE 240
DURANGO, COLORADO 81301
(Address)

[REDACTED]
B

Contracting Officer, General Services Administration
(Official Title)

5. This lease may be renewed at the option of the Government, for the following terms and at the following rentals:

THIS PARAGRAPH 5 OF Standard Form 2 IS DELETED IN ITS ENTIRETY

provided notice be given in writing to the Lessor at least XX days before the end of the original lease term or any renewal term; all other terms and conditions of this lease shall remain the same during any renewal term. Said notice shall be computed commencing with the day after the date of mailing.

6. 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 8MO2284 dated April 23, 2009.

B. Build out in accordance with standards set forth in SFO 8MO2284 dated April 23, 2009, and the Government's design intent drawings. Government space plans shall be developed subsequent to award. The Lessor hereby waives restoration.

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

7. The following are attached and made a part hereof:

- A. Solicitation for Offers 8MO2284 dated April 23, 2009, .
- B. GSA Form 3517 entitled GENERAL CLAUSES (Rev. [11/05])
- C. GSA Form 3518 entitled REPRESENTATIONS AND CERTIFICATIONS (Rev. [1/07])
- D. Specification for Maintenance of the Uninterruptible Power Supply (8 Pages)
- E. Specification for Maintenance of the Engine Generator System (9 Pages)
- F. Security Systems Statement of Work (51 Pages)
- G. Fire Safety Findings and Recommendations (2 Pages)

8. In accordance with the SFO paragraph entitled *Tenant Improvement Rental Adjustment*, Tenant Improvements in the total amount of \$4,445,220.00 (170,970 USF x \$26.00) shall be amortized through the rent for 3 years at the rate of 3.25%. The total annual cost of Tenant Improvements for the amortization period shall be \$1,557,152.49. These costs are included in the annual rent cost of \$4,910,568.00 for years 1-3 stated in Paragraph 3 of this Standard Form (SF) 2.

9. In accordance with the SFO paragraph entitled *Percentage of Occupancy*, the percentage of Government occupancy is established as 100%.

10. In accordance with the SFO paragraph entitled *Operating Costs Base*, the escalation base is established as \$4.53/RSF (\$926,477.00/annum).

11. In accordance with the SFO paragraph entitled *Common Area Factor*, the common area factor is established as 1.196742 (204,607 RSF/170,970 USF).

12. In accordance with the SFO paragraph entitled *Adjustment for Vacant Premises*, the adjustment is established as \$1.25/USF for vacant space (rental reduction).

13. In accordance with the SFO Paragraph entitled *Overtime Usage*, The rate for overtime usage is established as \$40.00. per hour per floor of the building.

14. In accordance with your offer all recommendations suggested in the attached Fire Safety Findings and Recommendations shall be completed.

15. Included in the operating cost is 24 hour a day, seven days a week operation of the 4th floor CAEG, Executive Conference Rooms, Telco Rooms on each floor, ADP Rooms, and LAN Room.

16. The Lessor hereby waives restoration for all building improvements provided in connection with Lease GS-06P-90122 or the preceding Lease GS-06P-79039

LESSOR

UNITED STATES OF AMERICA

BY


(initial)

BY


(initial)

STANDARD FORM 2
FEBRUARY 1965
EDITION
GENERAL SERVICES
ADMINISTRATION

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- 17. LEED Certification is not a requirement of this lease. Therefore SFO Paragraph 3.7, B. 10 is removed.
- 18. A mutually agreed upon design and construction schedule for tenant improvements shall be developed after award.

LESSOR

c/s

Title: 

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B

AUTHORIZED REPRESENTATIVE
(Title)

175 MERCADO ST. SUITE 240
DURANGO (Address) COLORADO 81301

Contracting Officer, General Services Administration
(Official Title)