

**LEASE NO. GS-08P-LCO14945**

Standard Lease  
GSA FORM L201C (May 2015)

This Lease is made and entered into between

**The Regents of the University of Colorado at Boulder**

(Lessor), whose principal place of business is 444 UCB, Room 101, Boulder, CO 80309-0444 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

**Research Laboratory No. 6, University of Colorado, 3215 Marine Street, Boulder, CO 80303**

and more fully described in Section 1 and Exhibit A, 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, 5 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:**

University of Colorado Boulder  
Name: Steven C. Thweatt  
Title: Vice Chancellor Administration  
Entity Name: [Redacted]  
Date: 9/29/15

[Redacted]  
Name: AMY [Redacted]  
Title: Lease Contracting Officer  
General Services Administration, Public Buildings Service  
Date: 9/30/15

**WITNESSED FOR THE LESSOR BY:**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Approved as to Legal Sufficiency  
Office of the University Counsel  
By: [Redacted]  
Date: 26. Sept. 2015

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 1 THE PREMISES, RENT, AND OTHER TERMS**

**1.01 THE PREMISES (JUN 2012)**

The Premises are described as follows:

A. **Office and Related Space:** 29,526 rentable square feet (RSF), yielding 21,552 ANS/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on the 1st floor of the Building, as depicted on the floor plan(s) attached hereto as Exhibit A. In addition, 1,500 rentable square feet (RSF), yielding 1,500 ANS/BOMA Office Area (ABOA) square feet (SF) of warehouse space.

B. **Common Area Factor:** The Common Area Factor (CAF) is established as 37 percent for the Marine Street Sciences Building. The Common Area Factor (CAF) is established at 0 percent for the warehouse space. The blended Common Area Factor (CAF) is established at 34 percent for the combined space. 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 (SEP 2013)**

The Government shall have the non-exclusive 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. **Parking:** 80 parking spaces, reserved for the exclusive use of the Government, of which 0 shall be structured/inside parking spaces, and 80 shall be surface/outside 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.

**1.03 RENT AND OTHER CONSIDERATION (APR 2015)**

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 <sup>1</sup>	\$ 626,196.84	\$ 744,865.32
OPERATING COSTS <sup>2</sup>	\$ 185,128.02	\$ 185,128.02
<b>TOTAL ANNUAL RENT</b>	<b>\$ 811,324.86</b>	<b>\$ 929,993.34</b>

<sup>1</sup>Shell rent calculation:

(Firm Term) \$20.84 per RSF multiplied by 29,526 RSF (For Marine Street Science Building)  
 (Firm Term) \$7.25 per RSF multiplied by 1,500 RSF (For Warehouse Space)  
 (Non Firm Term) \$24.82 per RSF multiplied by 29,526 RSF (For Marine Street Science Building)  
 (Non Firm Term) \$8.02 per RSF multiplied by 1,500 RSF (For Warehouse Space)

<sup>2</sup>Operating Costs rent calculation:

(Firm Term) \$6.27 per RSF multiplied by 29,526 RSF (For Marine Street Science Building)  
 (Firm Term) \$0.00 per RSF multiplied by 1,500 RSF (For Warehouse Space)  
 (Non Firm Term) \$6.27 per RSF multiplied by 29,526 RSF (For Marine Street Science Building)  
 (Non Firm Term) \$0.00 per RSF multiplied by 1,500 RSF (For Warehouse Space)

B. Rent is subject to adjustment based upon a mutual on-site measurement of the Space upon acceptance, not to exceed 21,552 ABOA SF based upon the methodology outlined under the "Payment" clause of GSA Form 3517.

C. 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.

D. Rent shall be paid to Lessor by electronic funds transfer in accordance with the provisions of the General Clauses. Rent shall be payable to the Payee designated by the Lessor in the System for Award Management (SAM). If the payee is different from the Lessor, both payee and Lessor must be registered in SAM.

E. 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 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.

**1.04 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 90 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.

**1.05 RENEWAL RIGHTS (SEP 2013)**

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

	OPTION TERM, YEARS [REDACTED]	
	ANNUAL RENT	ANNUAL RATE / RSF
SHELL RENTAL RATE (MARINE STREET SCIENCE CENTER)	[REDACTED]	[REDACTED]
SHELL RENTAL RATE (WAREHOUSE)	[REDACTED]	[REDACTED]
OPERATING COSTS	[REDACTED]	

provided notice is given to the Lessor at least 90 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 full force and effect during any renewal term.

**1.06 DOCUMENTS INCORPORATED IN THE LEASE (APR 2015)**

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

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
FLOOR PLAN(S)	1	A
AGENCY SPECIAL REQUIREMENTS	5	B
SECURITY REQUIREMENTS	7	C
SECURITY UNIT PRICE LIST	2	D
GSA FORM 3517B GENERAL CLAUSES	47	E
GSA FORM 3518-SAM, ADDENDUM TO SYSTEM FOR AWARD MANAGEMENT (SAM) REPRESENTATIONS AND CERTIFICATIONS (ACQUISITIONS OF LEASEHOLD INTERESTS IN REAL PROPERTY)	13	F

**1.07 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 \$6.27 per RSF (\$185,128.02/annum) for the Marines Street Science Building only and does not include the warehouse space.

**1.08 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 \$6.92 per ABOA SF of Space vacated by the Government in the Marine Street Sciences Building only.