

**U.S. GOVERNMENT  
LEASE FOR REAL PROPERTY**

DATE OF LEASE: 12/08/10

LEASE No. GS-09B-02173

THIS LEASE, made and entered into this date between Rocky Mountain Properties & Investments Company

whose address is: 14143 Denver West Parkway, Suite 500  
Golden, CO 80401-3116

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:  
30,888 rentable square feet (r.s.f.), yielding approximately 30,888 ANSI/BOMA Office Area square feet and related space located at Highway 264, St. Michaels, Arizona 86511, together with 30 onsite reserved parking spaces to be used for SUCH PURPOSES AS DETERMINED BY THE GENERAL SERVICES ADMINISTRATION.
2. PARAGRAPH 2 HAS BEEN INTENTIONALLY OMITTED.
3. PARAGRAPH 3 HAS BEEN INTENTIONALLY OMITTED.
4. The Government may terminate this lease in whole or in part effective any time after the fifth year of this lease giving at least 30 days' prior notice in writing to the Lessor. 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. PARAGRAPH 5 HAS BEEN INTENTIONALLY OMITTED.

6. The Lessor shall furnish to the Government as part of the rental consideration, the following:
- A. The parking space(s) described in Paragraph 1 and parking spaces required by local code.
  - B. All labor, materials, equipment, design, professional fees, permit fees, inspection fees, utilities, construction drawings (including, without limitation, plans and specifications), construction costs and services and all other similar costs and expenses associated with making the space, common areas, and related facilities ready for occupancy in accordance with the requirements of this lease. All cost associated with services, utilities, maintenance, repair, replacement, inspections, improvements and other requirements as required by the Solicitation For Offers No. 5AZ0112 and its attachments.
  - C. Adequate space for telecommunications antennae and transmission devices in accordance with Paragraph entitled, "Telecommunications: Local Exchange Access," of the Solicitation for Offers.

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

All terms, conditions, and obligations of the Lessor and the Government as set forth in the following:

- a) The Solicitation For Offers Number 5AZ0112 (pages 1-35) (all references to SFO shall also refer to any Special Requirements and Amendments);
- b) Amendment Number 1 (page 1 of 1);
- c) Amendment Number 2 (page 1 of 1);
- d) Amendment Number 3 (page 1 of 1);
- e) Amendment Number 4 (page 1 of 1);
- f) GSA Form 3517 (pages 1-2);
- g) GSA Form 3518 (pages 1-7);
- h) Sheet no. 1-2 containing Paragraphs 9-20;
- i) Site Plan (Exhibit "A", page 1).

8. The following changes were made in this lease prior to its execution:

Paragraphs 2, 3 and 5 of this STANDARD FORM 2 were deleted in their entirety. Paragraphs 9 through 20 have been added.

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

LESSOR: Rocky Mountain Properties & Investment Co.

BY Rich J. Butler, MANAGING PARTNER 10.20.10  
 (Signature) (Signature)

IN PRESENCE OF:

Donna J. Ditz [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]  
 (Signature) (Address)

UNITED STATES OF AMERICA: **GENERAL SERVICES ADMINISTRATION, Public Buildings Service:**

BY [Signature]  
 CONTRACTING OFFICER, GSA

9. **TO HAVE AND TO HOLD** the Premises with their appurtenances for the term beginning on February 03, 2011 through February 02, 2026, subject to termination rights on or after February 03, 2016.

10. The Government shall pay the Lessor annual rent as follows:

Annual rent of \$858,867.00 at the rate of \$71,572.25 per month in arrears.

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

**Rocky Mountain Properties & Investments Company**  
14143 Denver West Parkway, Suite 500  
Golden, CO 80401-3116

11. **TAX ADJUSTMENT:** Pursuant to Paragraph 3.3, "Tax Adjustment," for purposes of tax escalation, the Government occupies 30,888/30,888 rentable square feet (100%).

12. **OPERATING COST:** Pursuant to Paragraph 3.6, "Operating Costs Base," the base rate for purposes of operating cost escalation is established at \$7.64 per rentable square foot per annum.

13. **ADJUSTMENT FOR VACANT PREMISES:** Pursuant to Paragraph 3.11, "Adjustment for Vacant Premises", in the event of the Government vacating in whole or in part prior to lease expiration, the rental will be reduced by \$1.50 per rentable square foot per annum for operating expenses. The Adjustment for Vacant Premises rate shall be escalated annually based upon Paragraph 3.5, "Operating Costs."

14. **OVERTIME USAGE:** Pursuant to Paragraph 7.3, "Overtime Usage", upon request by the GSA Field Office Manager, the Lessor shall provide heating, ventilation, and air-conditioning (HVAC) at any time beyond normal service hours (7:00 a.m. – 5:00 p.m., Monday through Friday, and except Federal Holidays ("Normal Hours")), at a rate of \$45.00 per hour and \$150.00 per incident. The Lessor will not charge the Government if Lessor otherwise provides these services to other building tenants during the Government's overtime hours. The Lessor must submit a proper invoice quarterly to GSA Building Manager or designee located at 401 W Washington Street 180, Phoenix, AZ 85003-2146, to receive payment.

15. **24 HOUR ROOMS:** The Overtime Usage rate specified above shall not apply to any portion of the Premises that is required to have heating and cooling 24 hours per day as specified by the Lease. Heating and cooling of these areas shall be provided at no cost to the government.

16. **OCCUPANCY REPORTS:**

- A. **Building Systems:** As part of its obligations under SFO, Paragraph 8.2 "Building Systems," of the SFO, the Lessor shall furnish at no cost to the Government a required building system report prior to the Government's occupancy of the Premises.
- B. **Acoustical Requirements:** As part of its obligations under SFO, Paragraph 6.8 "Acoustical Requirements" of the SFO, the Lessor shall furnish at no cost to the Government a required acoustical report prior to the Government's occupancy of the Premises.

17. **UNAUTHORIZED IMPROVEMENTS:** All questions pertaining to this lease agreement shall be referred in writing to the General Services Administration Contracting Officer. This contract is between GSA and the Lessor. GSA assumes no financial responsibility for any cost incurred by the Lessor except as provided by the terms of the lease agreement or authorized in writing by the GSA Contracting Officer. If Lessor delivers space with improvements not authorized or requested in writing by the GSA Contracting Officer, then Lessor shall not be entitled to compensation.

18. Wherever the words "Offeror", "Lessor" or "successful offeror" appear in this Lease, they shall be deemed to mean "Lessor"; wherever the words "solicitation", "Solicitation for Offers", or "SFO" appear in this Lease, they shall be deemed to mean "this Lease"; wherever the words "space offered for lease" appear in this Lease, they shall be deemed to mean "Premises".

19. **WAIVER OF RESTORATION:** The Lessor hereby waives, releases and discharges, and forever relinquishes any right to make a claim against the Government for waste, damages, or restoration arising from or related to (a) the Government's normal and customary use of the leased premises during the term of the lease (including any extensions thereof), as well as (b) any initial or subsequent alteration to the leased premises, including cabling, or removal thereof, during the term of this lease (including any extensions thereof), where such alterations or removals are performed by the Lessor or by the Government with the Lessor's consent, which shall not be unreasonably withheld. The Government may, at its sole option, abandon property in the leased space following expiration of the Lease, in which case the property will become the property of the Lessor and the Government will be relieved of any liability in connection therewith.

20. Paragraph 10.1(A) in Amendment Number 2, is deleted in its entirety and replaced with the following:

Initials REB & PZ  
Lessor Government

SHEET NUMBER 2 ATTACHED TO AND FORMING A PART OF LEASE NO. GS-09B-02173

- A. Upon execution of the lease, the Lessor agrees to recarpet and repaint corridors, toilet rooms, and the main conference room; in addition, carpet and paint will be replaced as needed in the work space. Replacement of carpet and paint of the entire leased premises shall be performed on year 5 of the lease. Landlord shall provide the Government with not less than three (3) samples of paint colors and three (3) carpet selections from which to choose from for installation onto premises. The cost of moving and replacement of furniture, fixtures, and equipment, excluding computers and/ or technically related equipment required to be moved by the agency appointed individuals or contractors, along with the cost of re-carpeting and re-painting the premises, shall be at the lessor's expense. Building standard carpet and paint shall be used with selections of colors and product quality acceptable to the Government. On year 10, carpet and paint will be replaced on an as needed basis, as specified in paragraph 5.6(B)(3) and 5.14(B) of the SFO.

Initials: RCR & PZ  
Lessor Government