

U.S. GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE

8/19/11

LEASE NO.

LCO14305

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

whose address is 1723 Elkhorn Mountain Rd
Durango, CO 81301-3787

and whose interest in the property hereinafter described is that of **OWNER**

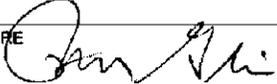
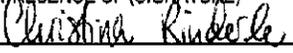
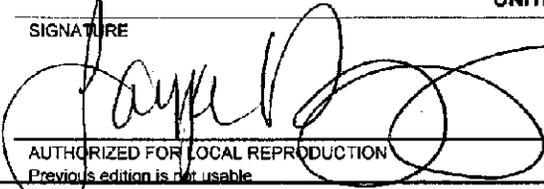
hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

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 3,300 rentable square feet (RSF) of office and related space, which yields 3,288 ANSI/BOMA Office Area square feet (USF) of space on the 1st floor of the building located at 126 Rock Point Drive, Durango, Colorado 81301-7778, 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 three (3) surface parking spaces for the exclusive use of Government employees and patrons.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on the date the Government accepts the premises as substantially complete and continuing for fifteen (15) years, subject to termination and renewal rights as may be hereinafter set forth. The Lessor shall deliver the premises to the Government substantially complete no later than February 1, 2012.

LESSOR	
SIGNATURE 	NAME OF SIGNER Peter Glick
ADDRESS 1723 Elkhorn Mountain Rd, Durango, CO 81301-3787	
IN THE PRESENCE OF (SIGNATURE) 	NAME OF SIGNER Christina Rinderle
UNITED STATES OF AMERICA	
SIGNATURE 	NAME OF SIGNER Tanya Brooks
	OFFICIAL TITLE OF SIGNER CONTRACTING OFFICER
AUTHORIZED FOR LOCAL REPRODUCTION Previous edition is not usable	STANDARD FORM 2 (REV. 12/2006) Prescribed by GSA - FPMR (41 CFR) 1-16.60

3. The Government shall pay the Lessor monthly in arrears in accordance with the following table:

Year	Shell	Taxes	Base Cost of Services	Tenant Improvement Allowance	Building Specific Security Costs	Total Annual Rent	Total Monthly Rent
1	\$ 60,987.17	\$ 3,341.65	\$ 23,336.00	\$ 16,663.18		\$ 104,328.00	\$ 8,694.00
2	\$ 63,363.17	\$ 3,341.65	\$ 23,336.00	\$ 16,663.18		\$ 106,704.00	\$ 8,892.00
3	\$ 65,739.17	\$ 3,341.65	\$ 23,336.00	\$ 16,663.18		\$ 109,080.00	\$ 9,090.00
4	\$ 68,115.17	\$ 3,341.65	\$ 23,336.00	\$ 16,663.18		\$ 111,456.00	\$ 9,288.00
5	\$ 70,491.17	\$ 3,341.65	\$ 23,336.00	\$ 16,663.18		\$ 113,832.00	\$ 9,486.00
6	\$ 72,867.17	\$ 3,341.65	\$ 23,336.00	\$ 16,663.18		\$ 116,208.00	\$ 9,684.00
7	\$ 75,243.17	\$ 3,341.65	\$ 23,336.00	\$ 16,663.18		\$ 118,584.00	\$ 9,882.00
8	\$ 77,619.17	\$ 3,341.65	\$ 23,336.00	\$ 16,663.18		\$ 120,960.00	\$ 10,080.00
9	\$ 79,995.17	\$ 3,341.65	\$ 23,336.00	\$ 16,663.18		\$ 123,336.00	\$ 10,278.00
10	\$ 82,371.17	\$ 3,341.65	\$ 23,336.00	\$ 16,663.18		\$ 125,712.00	\$ 10,476.00
11	\$ 83,097.17	\$ 3,341.65	\$ 23,336.00			\$ 109,774.82	\$ 9,147.90
12	\$ 85,473.17	\$ 3,341.65	\$ 23,336.00			\$ 112,150.82	\$ 9,345.90
13	\$ 87,849.17	\$ 3,341.65	\$ 23,336.00			\$ 114,526.82	\$ 9,543.90
14	\$ 90,225.17	\$ 3,341.65	\$ 23,336.00			\$ 116,902.82	\$ 9,741.90
15	\$ 92,601.17	\$ 3,341.65	\$ 23,336.00			\$ 119,278.82	\$ 9,939.90

Rent shall be adjusted in accordance with the provisions of the Solicitation for Offers and General Clauses. Rent for a lesser period shall be prorated. Rent shall be made payable to:

Glickco, LLC
1723 Elkhorn Mountain Rd
Durango, CO 81301-3787

4. The Government may terminate this lease in whole or in part at any time after a Ten (10) year firm term which begins with acceptance of the space by the Government, by giving at least sixty (60) 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.
5. The Lessor shall furnish to the Government, as part to the rental consideration, the following:
- Those facilities, services, supplies, utilities, and maintenance in accordance with SFO 8CO2412 dated June 11, 2010, as amended.
 - Build out in accordance with standards set forth in SFO 8CO2412 dated June 11, 2010, as amended, and the Government's design intent drawings. The Government's design intent drawings shall be developed subsequent to award.
 - Deviations to the Government's design intent drawings will not be permitted unless prior written authorization is obtained from the GSA Contracting Officer.
6. The following are attached and made a part hereof:
- Solicitation for Offers No. 8CO2412 dated June 11, 2010
 - ████████████████████ Durango Resident Agency Special Requirements
 - Amendment No. 1 to Solicitation for Offers No. 8CO2412
 - Amendment No. 2 to Solicitation for Offers No. 8CO2412
 - SFO 8CO2412 Other information and Rider – Revised 8.5.2011
 - GSA Form 3517 entitled GENERAL CLAUSES (Rev. 11/05)
 - GSA Form 3518 entitled REPRESENTATIONS AND CERTIFICATIONS (Rev. 1/07)
 - Exhibit A – Base Plans
 - Exhibit B – Site Plans
 - Commission Agreement
7. Rent includes a Tenant Improvement Allowance of \$120,932.64 to be amortized through the rent over the firm term of the Lease (one hundred twenty (120) months) at the rate of 6.75%. In

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accordance with SFO paragraph 3.2, *Tenant Improvement Rental Adjustment*, the actual cost of Tenant Improvements shall be reconciled and rent adjusted accordingly.

8. In accordance with SFO paragraph 2.6, *Broker Commission and Commission Credit*, CB Richard Ellis, Inc. ("CBRE") is the authorized real estate broker representing GSA in connection with this lease transaction. The Lessor and CBRE have agreed to a cooperating lease commission of [REDACTED] of the firm term value of this lease ("Commission"). The total amount of the Commission is [REDACTED]. This Commission is earned upon lease execution and payable (i) one-half (1/2) when the Lease is awarded and (ii) one-half (1/2) upon the earlier of Tenant's occupancy of the premises leased pursuant to the Lease or the commencement date of the Lease. Due to the Commission Credit described in Paragraph 2.6, only [REDACTED], which is [REDACTED] of the Commission, will be payable to CBRE when the Lease is awarded. The remaining [REDACTED], which is [REDACTED] of the Commission ("Commission Credit"), shall be credited to the shell rental portion of the annual rental payments due and owing shall be reduced to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue until the credit has been fully recaptured.

First month's rental payment of \$8,694.00 minus the prorated commission credit of [REDACTED] equals [REDACTED] (adjusted first month's rent).

Second month's rental payment of \$8,694.00 minus the prorated commission credit of [REDACTED] equals [REDACTED] (adjusted second month's rent).

Third month's rental payment of \$8,694.00 minus the prorated commission credit of [REDACTED] equals [REDACTED] (adjusted third month's rent).

Fourth month's rental payment of \$8,694.00 minus the prorated commission credit of [REDACTED] equals [REDACTED] (adjusted fourth month's rent).

9. In accordance with SFO paragraph 4.1, *Measurement of Space*, the common area factor is established as 1.003649635 (3,300 RSF / 3,288 USF).
10. In accordance with SFO paragraph 4.2, *Tax Adjustment*, the percentage of Government occupancy is established as 32.5%. The base for tax adjustment is \$3,341.65 per annum (\$10,282.00 x 32.5%).
11. In accordance with SFO paragraph 4.3, *Operating Costs Base*, the escalation base is established as \$23,336.00 per annum.
12. In accordance with SFO paragraph 4.4, *Adjustment for Vacant Premises*, the adjustment is established as \$5.13/USF for vacant space (rental reduction).
13. In accordance with SFO Paragraph 4.6, *Overtime Usage*, the rate for overtime usage is established as \$25.00 per hour beyond the normal hours of operation of 8:00 AM to 6:00 PM. Areas requiring 24/7 HVAC will be provided at \$0.39/USF to the Government. Overtime Utilities shall be ordered in accordance with Paragraph 4.6 of the SFO and paid for separately on a reimbursable basis. Overtime Utilities shall be ordered through the GSA representative.
14. Wherever the words "offeror" 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 "leased premises."
15. Within five (5) days of lease occupancy, the Lessor shall provide the tenant agency representative (with a copy forwarded to the GSA Government Representative), on site, a copy of

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the name and phone number of maintenance personnel in order that any cleaning, maintenance, janitorial, etc. problems can be taken care of immediately.

16. The parties desire to clearly identify their intentions regarding shell costs and tenant improvement costs. Anything required by the SFO is considered to be a shell cost. All items required by the Special Requirements shall be deemed tenant improvement costs, **except** those items that are duplicative of items or encompassed by items identified in the SFO (e.g., blast film) and any such items shall be deemed shell costs. Any conflict between the two documents (SFO and Special Requirements) shall be resolved in favor of inclusion as a shell cost.

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