

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

DATE OF LEASE:

LEASE No. GS-09B-14469

THIS LEASE, made and entered into this date between MG-1005, LLC

whose address is: 4643 South Ulster Street, Suite 1500  
Denver, CO 80237

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:  
98,769 rentable square feet (r.s.f.) yielding approximately 93,771 ANSI/BOMA Office Area square feet and related space located on the 5<sup>th</sup>, 6<sup>th</sup>, and 7<sup>th</sup> Floors at 1001 17<sup>th</sup> Street, Denver, CO 80202, together with 40 onsite, secured parking spaces, at no additional cost to the Government.

Said premises to be used for such purposes as determined by the General Services Administration.

2. HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on or about June 1, 2010 through May 31<sup>st</sup>, 2013, subject to any renewal rights as may be hereinafter set forth.
3. The Government shall pay the Lessor annual rent of \$2,228,228.64 at the rate of \$185,685.72 per month in arrears for years 1-3, including the 40 on-site, secured parking spaces. Rent for a lesser period shall be prorated. Rent checks shall be payable to:

**MG - 1005 LLC**  
**c/o Miller Global Properties, LLC**  
**4643 South Ulster Street, Suite 1500**  
**Denver, CO 80237**

4. The Government may terminate this lease in whole or in part effective any time after the third (3<sup>rd</sup>) year of this lease giving at least sixty (60) 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. 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 9CO2241 dated November 6, 2009.

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- 6. The Lessor shall furnish to the Government as part of the rental consideration, the following:
  - A. The parking space(s) described in Paragraph 1.1 B 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 and the Government's approved Design Intent Drawings. All cost associated with services, utilities, maintenance, repair, replacement, inspections, improvements and other requirements as required by the Solicitation For Offers No. 9CO2241 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 9CO2241 (pages 1-50) (all references to SFO shall also refer to any Special Requirements);
  - b) Special Requirements (pages 1-20);
  - c) Attachment 1 to SFO 9CO2241 (pages 1-7);
  - d) GSA Form 3517B);
  - e) GSA Form 3518 ;
  - f) GSA Form 3516A;
  - g) Floor plans (Exhibit A);
  - h) Parking plan (Exhibit B,).
  
- 8. The following changes were made in this lease prior to its execution:
 

Paragraphs 9 through 23 have been added.

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

LESSOR: MG-1005, LLC

BY *Paul B. Hogan* (Signature) Paul B. Hogan (Signature)  
 Authorized Signatory

IN PRESENCE OF: *Randa S. DeRuy* (Signature) 4643 S. Ulster St. Denver, CO (Address) 80237

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

BY *[Signature]*  
 CONTRACTING OFFICER, GSA

SHEET NUMBER 1 ATTACHED TO AND FORMING A PART OF LEASE NO. GS-09B-14469

- 9. **TO HAVE AND TO HOLD** the Premises with their appurtenances for the term beginning on the day the space is accepted by the Government as complete and ready for occupancy through the following three (3) years term in accordance with the Paragraph entitled "Inspection of Premises" herein, subject to termination rights as may be hereinafter set forth.
- 10. The Government shall pay the Lessor annual rent as follows:

| Years | Total Monthly Rent (including parking) | Total Annual Rent (including parking) |
|-------|--|---------------------------------------|
| 1 - 3 | \$185,685.72                           | \$2,228,228.64                        |

- 11. The Lessor shall have 120 working days from the receipt of the Government's Notice to Proceed to complete the build-out of the entire space. All items specified in Lease Agreement and as delineated on the Government Approved Design Intent Drawings shall be provided by the Lessor.
- 12. **TAX ADJUSTMENT:** Pursuant to Paragraph 4.2, "Tax Adjustment," for purposes of tax escalation, the Government occupies 98,769/633,604 rentable square feet (15.59%). The Real Estate Tax Base as defined in Paragraph 4.2.B.7 of the SFO is hereby established at \$2,094,112.
- 13. **OPERATING COST:** Pursuant to Paragraph 4.3, "Operating Costs", the base rate for purposes of operating cost escalation is established at \$513,502 per annum. (\$5.20 per rentable square foot).
- 14. **ADJUSTMENT FOR VACANT PREMISES:** Pursuant to Paragraph 4.4, "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 \$1.56 per ANSI/BOMA square foot per annum for operating expenses. The Adjustment for Vacant Premises rate shall be escalated annually based upon Paragraph 4.3, "Operating Costs."
- 15. **OVERTIME USAGE:** Pursuant to Paragraph 4.6, "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 (7:30 a.m. – 5:30 p.m., Monday through Friday, and except Saturday, Sundays and Federal Holidays ("Normal Hours")), at a rate of \$75.00 per hour. 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 \_\_\_\_\_, to receive payment.
- 16. **TENANT IMPROVEMENT ALLOWANCE:** The maximum Tenant Improvement Allowance has been established by Paragraph 3.2, "Tenant Improvements," and is \$3,788,348.40. The Tenant Improvement Allowance shall be paid by the Government either: (i) via a progress payment schedule as agreed to by all parties, or ii) via a lump sum reimbursement to Lessor upon completion of the improvements. The cost of the tenant improvement work is not included in the rental rate and can be used at the Government's discretion
- 17. **BUDGET AND PRICE PROPOSALS/CONSTRUCTION SCHEDULE:**
  - A. The price proposal required to be provided by Lessor in SFO Paragraph 5.10 (E), "Tenant Improvements Price Proposal," must be based upon the results of a competitive proposal process meeting all of the requirements of SFO Paragraph 5.3, B (1) through (10), entitled, "Tenant Improvements Pricing Requirements." The Government has the right, but not the obligation, to accept cost or pricing data as described in GSA Form 3517 in lieu of a competitive price proposal.
  - B. Failure to submit these budget and price proposals referenced above will constitute Lessor delay. In the event that either the budget proposal or price proposal exceeds the Tenant Improvement Allowance specified in the Lease, then the construction schedule shall be revised to afford the Government sufficient time to review and resolve the difference.
  - C. The construction schedule required in Paragraph 5.10 (F), "Construction of Tenant Improvements," of the SFO shall also include adequate time for additional review by the Government of revised design intent drawings and Working Drawings/Construction Drawings. All references to "working days" in Paragraph 5.10, "Construction Schedule and Acceptance of Tenant Improvements" of the SFO shall not include the period from December 15 through January 1 of any calendar year.
  - D. In addition to the submission requirements specified under Paragraph 5.10, "Construction Schedule and Acceptance of Tenant Improvements," Lessor shall provide to the Government the final total costs of the completed Tenant Improvements in CSI format ten (10) working days prior to "Substantial Completion". The space will not be considered acceptable for inspection until the Government receives the final tenant improvement costs.

Initials:  &   
 Lessor & Government

