

US GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE August 6, 2010

LEASE NO. GS-08P-14526

THIS LEASE, made and entered into this date by and between: **TRANSWESTERN BROADREACH 1999, L.L.C.**

Whose address is **1999 BROADWAY, SUITE 1450
 DENVER, CO 80202-5704**

And whose interest in the property hereinafter described is that of OWNER is hereinafter referred to as 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:

- The Lessor hereby leases to the Government the following described premises:

Approximately **5,765 rentable square feet (RSF)** of office and related space, which yields **4,743 ANSI/BOMA Office Area square feet (USF)** of space located at 1999 Broadway, Denver, CO 80202-5704, in Denver County to be used for general office space. Included in the rent at no additional cost to the Government are **FOUR (4) structured 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 the day the space is certified and accepted by the Government as complete and ready for occupancy through the following ten year term, subject to termination and renewal rights as may be hereinafter set forth. Actual dates will be established by a Supplemental Lease Agreement (SLA) after delivery and Government acceptance of the space. The commencement date of this lease is set for approximately October 1, 2010. The Government may terminate this lease at any time, in whole or in part, after the fifth year, by 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. All terms and conditions contained herein shall prevail throughout the term of the lease

3. The Government shall pay the Lessor annual rent of \$161,420.00 at the rate of \$13,451.67 per month in arrears for years 1 - 5. (The first five months of the lease term shall have no rent payments.) For years 6 -10 the Government shall pay the Lessor annual Rent of \$167,185.00 at the rate of \$13,932.08 per month.

<u>Year 1</u>	<u>RSF Rate</u>	<u>Annual Rent</u>	<u>Monthly Rent</u>
Mos. 1 - 5	0.00	0.00	0.00
Mos 6 -60			
Shell Rent	\$ 20.75	\$119,623.75	\$ 9,968.65
Amort. TI	\$ 1.44	\$ 8,301.60	\$ 691.80
OPEX	\$ 5.81	\$ 33,494.65	\$ 2,791.22
Full Service Rent	\$ 28.00	\$161,420.00	\$ 13,451.67
<u>Years 6-10</u>	<u>RSF Rate</u>	<u>Annual Rent</u>	<u>Monthly Rent</u>
Shell Rent	\$ 23.19	\$ 133,690.35	\$ 11,140.86
OPEX	\$ 5.81	\$ 33,494.65	\$ 2,791.22
Full Service Rent	\$ 29.00	\$ 167,185.00	\$ 13,932.08

4. Rent for a lesser period, as it pertains to No. 3 above, shall be prorated. Rent Checks shall be made payable to:

TRANSWESTERN BROADREACH 1999, L.L.C
1999 BROADWAY, SUITE 1445 11 Broadway - LOCK BOX 6120
DENVER, CO 80202-5704 HICKSVILLE, NY 11802-6120

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

- A. GSA Form 3517 - General Clauses
- B. GSA Form 3518 Representations and Certifications
- C. GSA Form 1364 Proposal to Lease Space
- D. GSA Form 1217 Lessor's Annual Cost Statement
- E. GSA Form 3516A Solicitation provisions
- F. SFO 0CO2161 Certificate of Seismic Compliance
- G. SFO 0CO2161 Fire/Safety Checklist
- H. SFO Leased Security Requirements

6. In accordance with SFO paragraph 5.1 entitled *Tenant Improvements*, Tenant Improvements in the total amount of \$31,730.79 shall be included in the rental rates stated in paragraph 3 herein - included in the offer, (amortized for 55 months at the rate of 8%). The total cost of Tenant Improvements, including the interest rate of 8%, for the amortization period shall be \$38,007.29.

7. In accordance with SFO paragraph 4.1 entitled *Measurement of space*, the percentage of Government occupancy is established as 0.84745%. (5,765/680,276 total building RSF) For the purpose of tax adjustments see paragraph 4.2 entitled *Tax Adjustment*.

8. In accordance with SFO paragraph 4.3 entitled *Operating Costs*, the base is established as \$33,494.65 annually.

9. In accordance with SFO paragraph 4.1 entitled *Measurement of Space*, the common area factor is established as 5,765 RSF/4,743 USF = approximately 1.21548).

10. In accordance with SFO paragraph 4.4 entitled *Adjustment for Vacant Premises*, the adjustment is established as \$2.10/USF for vacant space (rental reduction).

11. In accordance with the SFO Paragraph 4.6 entitled *Overtime Usage*, the rate for overtime usage is established as \$120.00 per hour for the entire building or any portion thereof.

12. Security costs in the total amount of \$0 shall be amortized through the rent for 0 months at the rate of 0%.

13. In accordance with SFO paragraph 4.2 entitled *Tax Adjustment*, Base taxes are \$2.75 per Rentable Square foot.

(CONTINUED ON ATTACHMENT SHEET NUMBERS 3 AND 4)

LESSOR TRANSWESTERN BROADREACH 1999, L.L.C.

By

JOHN A. OSMOND
Director

In Presence of:

United States of America GENERAL SERVICES
ADMINISTRATION

By 8/11/10
Contracting Officer

continued from SF2, page 2

14. The Lessor shall furnish to the government as part of the rental consideration, the following:

A. Services, supplies, utilities, repairs and maintenance in accordance with SFO 0CO2166 including but not limited to, all building services from 7:00 a.m. to 6:00 p.m. daily, except Saturdays, Sundays and Federal Holidays.

B. In addition to the remedies specified in the SFO 0CO2166, should the Lessor not provide the Tenant Improvements under this lease by the date of occupancy, the Government may, by contract or otherwise, provide the items/alterations and charge to the lessor any costs incurred by the Government that is related to the provision of such, including any administrative costs; and deduct such costs from the rental payments.

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

D. All accessibility requirements, fire and life safety and seismic safety compliance criteria as specified in SFO 0CO2166.

15. The Lessor shall furnish a "Warm Lit Shell" for the government as defined in the SFO, at the Lessor's Expense. In addition, the Lessor shall furnish \$89,380.79 (\$15.50 per rentable square foot) toward the Tenant Improvements and shown in the construction documents dated 7/2/10. The Lessor has agreed to contribute the first \$57,650.00 (\$10.00 per rentable square foot) toward tenant improvements at no cost to the Government. Government shall pay \$31,730.79 of the tenant improvements.

16. Tenant Improvements that exceed the overall \$89,380.79 are hereinafter defined as "Excess Improvements", shall be first approved in writing by the Contracting Officer of the Government. The Lessor shall advance the necessary funds to complete any Excess Improvements, and at the option of the Government, the Lessor shall amortize the cost of any Excess Improvements over the five-year firm term of this Lease at an annual rate of interest of 8.0%. Any Excess Improvements may only be made with pre-approved AIA change orders signed by the Contracting Officer of the Government. The Government Reserves the right to pay either a portion of all un-amortized Tenant Improvement charges at any time during the term of this Lease without penalty, including the \$31,730.79 portion identified above, in Section 15, as referenced. The Lessor shall provide to the Government a full accounting of the funds expended for the completion of the Tenant Improvements not later than 60 days after the commencement of this Lease.

17. The Lessor shall at all times maintain the street level of the exterior of the Premises in first class condition, free from all refuse and debris, and shall keep any planter boxes or landscaping irrigated and in a presentable condition at all times.

18. If at any time during the term of this tenancy or any extensions thereto, any repairs to the premises that are needed rapidly, that may be considered by the Government as an emergency or urgent, whether caused by the Government or not, the Lessor shall, upon receipt of notice from an authorized representative of the Government start to make and complete such repairs expeditiously and with all diligence. Nothing in this paragraph will alter any of the rights or remedies of the parties as contained in the General Clauses, GSA Form 3517, hereto attached.

INITIALS: AO & JB
LESSOR GOVERNMENT

19. Notwithstanding anything to the contrary in the SFO the construction contract for the Tenant Improvements and the building permit covering the construction of such Improvements will be provided to the Contracting Officer as soon as practicable after award and approval of the design intent drawings by the Government.

20. The rent commencement date shall be the date of space acceptable made by the Government in accordance with the SFO and upon Substantial Completion of the Leased premises. The phrase, "Substantial Completion" shall mean that the tenant improvements, the common and other areas of the building and all other things necessary for the government's access to the premises and occupancy, possession, use and enjoyment thereof, as provided in the Lease shall have been completed or obtained, including all local Government reviews and approvals, excepting only such minor matters as do not interfere with or materially diminish such access, occupancy, possession, use or enjoyment.

INITIALS HO & TB
LESSOR GOVERNMENT