

# U.S. GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE

LEASE NO.

GS-08P-14304

THIS LEASE, made and entered into this date by and between **Ascendant Capital Partners CPS, LLC**

whose address is 1165 S. Pennsylvania St. #110  
Denver, CO 80210-1546

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

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 15,300 rentable square feet (RSF) of office and related space, which yields 13,531 ANSI/BOMA Office Area square feet (USF) of space on the first floor of the building at Corporate Park at Stonegate, Building #2, 15690 Parkerhouse Road, Parker, Colorado, 80134-9675 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 7 on-site surface parking spaces for the exclusive use of Government employees.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning upon substantial completion of the space and acceptance by the Government, estimated to begin June 1, 2010 and continuing for sixty (60) months until May 31, 2015, subject to termination and renewal rights as may be hereinafter set forth. The actual commencement date will be established through a Supplemental Lease Agreement upon acceptance of the space by the Government.

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

Months	ANNUAL					Total Annual Rent	Total Monthly Rent
	Shell	Cost of Services	Taxes	Tenant Improvement Amortization	Building Security Amortization		
6/1/10 - 5/31/11	\$194,890.71	\$36,164.00	\$34,425.00	\$13,429.33	\$18,675.96	\$297,585.00	\$24,798.75
6/1/11 - 5/31/12	\$200,857.71	\$36,164.00	\$34,425.00	\$13,429.33	\$18,675.96	\$303,552.00	\$25,296.00
6/1/12 - 5/31/13	\$206,824.71	\$36,164.00	\$34,425.00	\$13,429.33	\$18,675.96	\$309,519.00	\$25,793.25
6/1/13 - 5/31/14	\$213,097.71	\$36,164.00	\$34,425.00	\$13,429.33	\$18,675.96	\$315,792.00	\$26,316.00
6/1/14 - 5/31/15	\$219,370.71	\$36,164.00	\$34,425.00	\$13,429.33	\$18,675.96	\$322,065.00	\$26,838.75

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:

Ascendant Capital Partners CPS, LLC  
1165 S. Pennsylvania St. #110  
Denver, CO 80210-1546

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

## LESSOR

SIGNATURE **Ascendant Capital Partners CPS, LLC**

NAME OF SIGNER

ADDRESS  
1165 S. Pennsylvania St. #110 Denver, CO 80210

Graham T. Benes

IN THE PRESENCE OF (SIGNATURE)

NAME OF SIGNER

Peter J. Tobin

PETER J. TOBIN

## UNITED STATES OF AMERICA

SIGNATURE

NAME OF SIGNER

Leslie A. ...

OFFICIAL TITLE OF SIGNER

Contracting Officer

4. ~~The Government may terminate this lease in whole or in part at any time after \_\_\_\_\_ by giving at least 90 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.~~

**PARAGRAPH 4 IS DELETED IN ITS ENTIRETY WITHOUT SUBSTITUTION**

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 8CO2362 dated 3/10/2009.
6. The following are attached and made a part hereof:
- Solicitation for Offers 8CO2362 dated 3/10/2009;
  - SFO Amendment No. 1 to SFO 8CO2362,
  - GSA Form 3517 entitled GENERAL CLAUSES (Rev. 11/05)
  - GSA Form 3518 entitled REPRESENTATIONS AND CERTIFICATIONS (Rev. 1/07)
  - Attachment A – Legal Description
  - Attachment B – Base Plans
7. The tenant buildout will conform to the specifications in SFO 8CO2362 and are to be provided by the Lessor as part of the total rental payment. The tenant buildout costs of \$57,540.00 are amortized for a period of 60 months at 6.25%. The amortized tenant buildout costs are \$0.88 per rentable square foot.
8. Building Security costs in the total amount of \$80,020.00 shall be amortized through the rent at \$1.22/RSF for 60 months at the rate of 6.25%
9. In accordance with provisions of Paragraphs 4.2 Tax Adjustment , 4.3 Operating Costs, and 4.4 Adjustment for Vacant Premises of the Solicitation for Offers 8CO2362, the following parameters are established:
- The lease is subject to operating cost escalation. For operating cost adjustment, the operating costs are established at approximately \$2.36366 per rentable square foot. The base cost of services is established at \$36,164.00 based on approximately \$2.36366 for 15,300 rentable square feet.
  - The lease is subject to real estate tax escalation. For tax escalation in accordance with terms of Paragraph 4.2, the percentage of occupancy is 34% based on Gross Building Area of 44,700 square feet divided by the Government's premises of 15,300 RSF. The base year tax statement will be submitted within 60 calendar days after the last date the Real Estate Tax payment is due from the Lessor to the Taxing Authority without payment of penalty or interest after payment to establish the base year taxes. If the tax statement is for multiple parcels or buildings, the value of each property shall be defined. The tax base is hereby established as approximately \$2.25 per rentable square foot or \$34,425.00 per year.
  - The Adjustment for Vacant space is \$1.42 per ANSI/BOMA Office Area square foot.
10. In accordance with SFO paragraph 4.1, *Measurement of Space*, the common area factor is established as 1.13.
11. In accordance with SFO Paragraph 4.6, *Overtime Usage*, the rate for overtime usage is established as \$7.34 per hour for the entire space or any portion thereof.
12. All information submitted by the Lessor during negotiations, including but not limited to plans, renderings, specifications, etc. are incorporated by reference.
13. Per the Debt Collection Improvement Act, effective July 27, 1996, Electronic Funds Transfer (EFT) shall be required on all existing and new leases/contracts not later than January 1, 1998. An enrollment form is attached to be completed and returned with this contract.

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14. All questions pertaining to this Lease shall be referred to the Contracting Officer of General Services Administration (GSA) or their designee. The Government occupant **is not** authorized to administer this lease, and GSA assumes no responsibility for any cost incurred by the Lessor except as provided by the terms of this Lease or authorized **in writing** by Contracting Officer or their designee. The Lessor will not be reimbursed for any services not provided for in this Lease, including but not limited to: repairs, alterations and overtime services. Additionally, rental will not be paid for occupancy in whole or in part except for the term specified herein.
15. In accordance with Paragraph 2.2 (Broker Commission and Commission Credit), Studley, Inc. ("Studley") is the authorized real estate broker representing GSA in connection with this lease transaction. The Lessor and Studley have agreed to a cooperating lease commission of [REDACTED] of the "Aggregate Lease Value" for the initial firm term 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 2.2, only [REDACTED] which is [REDACTED] of the Commission, will be payable to Studley 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. Notwithstanding Paragraph 3 of the Standard Form 2, the shell rental payments due and owing under this Lease shall be reduced to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments as indicated in this schedule for adjusted Monthly Rent:
- First Month's Gross Rent is \$24,798.75 minus the Commission Credit of [REDACTED]. First Month's adjusted Gross Monthly Rental Payment is [REDACTED].
- Second Month's Gross Rent is \$24,798.75 minus the Commission Credit of [REDACTED]. Second Month's adjusted Gross Monthly Rental Payment is [REDACTED].
16. The Lessor shall represent and warrant that the building and premises meet the required NFPA 101A Life Safety Code. Should a GSA representative discover discrepancies pursuant to a physical inspection, Lessor agrees to remedy any deficiencies as required.
17. The Lessor hereby waives and forever relinquishes any right to make a claim against the Government for restoration arising from alteration or removal of any alteration by the Government during the term of this lease or any extensions. Alterations completed by either the Government or Lessor including initial build out of the lease space and / or any subsequent modifications required during the lease period. At the Government's sole discretion alterations will remain in the leased space after termination of the lease contract will become property of the Lessor.

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