

# U.S. GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE: 4/7/09

LEASE No. GS-09-B 02353

THIS LEASE, made and entered into this date between Amstar-34, LLC

whose address is: 1050 17<sup>th</sup> Street, Suite 1200  
Denver, CO 80265

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:  
81,805 rentable square feet (r.s.f.), yielding approximately 71,135 ANSI/BOMA Office Area square feet and related space located on the first, second, and third floors at the North Pointe Corporate Center, 4330 Watt Avenue, Sacramento, California 95821-7012, together with thirty (30) onsite parking spaces, to be used for SUCH PURPOSES AS DETERMINED BY THE GENERAL SERVICES ADMINISTRATION.
2. ~~TO HAVE AND TO HOLD the said Premises with their appurtenances for the term beginning on \_\_\_\_\_ through \_\_\_\_\_, subject to termination and renewal rights as may be hereinafter set forth.~~
3. The Government shall pay the Lessor annual rent of \$2,552,316.00 at the rate of \$212,693.00 per month in arrears, according to the following table:

	Annual Rent (yrs 1-5)	Monthly Rent (yrs 1-5)	Annual Rent (yrs 6-10)	Monthly Rent (yrs 6-10)	Annual Rent (yrs 11-15)	Monthly Rent (yrs 11-15)
Shell Rental Rate	\$1,786,091.77	\$148,840.98	\$2,041,034.75	\$170,086.23	\$2,706,109.40	\$225,509.12
TI Rental Rate	\$384,542.23	\$32,045.19	\$384,542.23	\$32,045.19	-- --	-- --
Operating Cost Rate	\$381,682.00	\$31,806.83	\$381,682.00	\$31,806.83	\$381,682.00	\$31,806.83
<b>Full Service Rent</b>	<b>\$2,552,316</b>	<b>\$212,693.00</b>	<b>\$2,807,258.98</b>	<b>\$233,938.25</b>	<b>\$3,087,791.40</b>	<b>\$257,315.95</b>

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

AMSTAR-34, LLC  
C/O Jones Lang Lasalle  
2180 Harvard Street, Suite 255  
Sacramento, CA 95815

4. The Government may terminate this lease at any time after the tenth (10<sup>th</sup>) lease year by giving at least one-hundred-twenty (120) 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. This lease may be renewed at the option of the Government, for the following terms and at the following rentals:~~

~~Provided notice be given in writing to the Lessor at least \_\_\_\_\_ days before the end of the original lease term or any renewal term; all other terms and conditions of this lease shall remain the same during any renewal term. Said notice shall be computed commencing with the day after the date of mailing.~~

Initials

6. The Lessor shall furnish to the Government as part of the rental consideration, the following:
- A. The thirty (30) 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 and the Government's final construction drawings; provided that the Government shall make payments for lump sum items identified in the attachment sheets in the amounts specified therein. Rent is subject to adjustment in accordance with Paragraph 1.11, "Tenant Improvement Rental Adjustment" of the SFO. All cost associated with services, utilities, maintenance, repair, replacement, inspections, improvements and other requirements as required by the Solicitation For Offers No. 7CA2700 and its attachments.
  - C. Adequate space for telecommunications antennae and transmission devises 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 7CA2700 (pages 1-46) (all references to SFO shall also refer to any Special Requirements and Amendments);
- b) Special Requirements (Pages 1-24);
- c) GSA Form 3517 (pages 1-2);
- d) GSA Form 3518 (pages 1-4);
- e) Sheet no. 1-4 containing Paragraphs 9-21;
- f) Construction Dust Control Program;
- g) Security and Vandalism Prevention Plan;
- h) Site Plan;
- i) CAD Drawings of Tenant Agency Space;

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

Paragraphs 2 and 5 of this STANDARD FORM 2 are deleted in their entirety. Paragraphs 9 through 21 have been added.

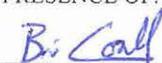
IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR: Amstar-34, L.L.C., a Colorado Limited Liability Company

BY   
 (Signature) Kevin Martin, Manager

\_\_\_\_\_  
 (Signature)

IN PRESENCE OF:

  
 (Signature) Brian Cornell

1050 17th St. Suite 1200 Denver, CO 80265  
 (Address)

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

BY   
 CONTRACTING OFFICER, GSA

