

STANDARD FORM 2 FEBRUARY 1985 EDITION GENERAL SERVICES ADMINISTRATION	US GOVERNMENT LEASE FOR REAL PROPERTY
DATE OF LEASE	LEASE NO. GS-ORP-14461

THIS LEASE, made and entered into this date by and between HANS J HEGERL

Whose address is [REDACTED]

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 5,360 rentable square feet (RSF) of office and related space, which yields 4,885 ANSIBOMA Office Area square feet (USF) of space at 1821 State Avenue, Alamosa, CO 81101-9523 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 5 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 March 20, 2010 and continuing through March 19, 2020, subject to termination and renewal rights as may be hereinafter set forth.

3. The Government shall pay the Lessor annual rent of \$89,192.19. Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

HANS J HEGERL
[REDACTED]

4. The Government may terminate this lease in whole or in part at any time after March 19, 2015 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.

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

LESSOR LESSOR NAME	
BY <u>[Signature]</u> [REDACTED]	<u>[Signature]</u> [REDACTED]
IN PRESENCE OF	
<u>[Signature]</u> [REDACTED]	[REDACTED]
UNITED STATES OF AMERICA	
BY <u>[Signature]</u> [REDACTED]	<u>[Signature]</u> 5/10/2010 Contracting Officer, General Services Administration [REDACTED]

May 11 10 10:35a
May 11, 2010 8:51AM

San Luis Hills Farm

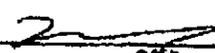
719 379 2803

P. 3

- 6. The Lessor shall furnish to the Government, as part to the rental consideration, the following:
 - A. Those facilities, services, supplies, utilities, and maintenance in accordance with SFO 8CO2137 dated February 3, 2010.
 - B. Build out in accordance with standards set forth in SFO 8CO2137 dated February 3, 2010, and the Government's design intent drawings. Government space plans shall be developed subsequent to award. All tenant alterations to be completed by the lease effective date identified under Paragraph 2 above. Lease term to be effective on date of occupancy, if different from the date identified in Paragraph 2. The Lessor hereby waives restoration.
 - C. Deviations to the approved 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:
 - A. Solicitation for Offers 8CO2137 dated February 3, 2010
 - B. GSA Form 3517 entitled GENERAL CLAUSES (Rev. (11/05))
 - C. GSA Form 3618 entitled REPRESENTATIONS AND CERTIFICATIONS (Rev. (11/07))
- 7. In accordance with the SFO paragraph entitled *Tenant Improvement Rental Adjustment*, Tenant Improvements in the total amount of \$15,000.00 MAY be amortized through the rent for years 1 - 5 at the rate of 7%. The aforementioned amount is not included in the rent, and if used will be documented in a Supplemental Lease Agreement. The total improvement amount will be negotiated and approved by the Contracting Officer once bids have been submitted and a fair and reasonable determination has been performed. The Tenant Improvements will be amortized at the lease commencement date of March 20, 2010 and continue forward through year 5 of the lease.
- 8. Tenant Improvements will be amortized into the rent upon acceptance and completion of the improvement. The Contracting Officer will accept the space and the Tenant Improvement amount will be added to the lease and amortized over the remaining firm term of the lease.
- 9. In accordance with the SFO paragraph entitled *Percentage of Occupancy*, the percentage of Government occupancy is established as 100%.
- 10. In accordance with the SFO paragraph entitled *Operating Costs Base*, the escalation base is established at \$44,700/annum.
- 11. In accordance with the SFO paragraph entitled *Common Area Factor*, the common area factor is established as 1.0972 (5,360 RSFM, 895 USF).
- 12. In accordance with the SFO paragraph entitled *Adjustment for Vacant Premises*, the adjustment is established as \$3.00/USF for vacant space (rental reduction).
- 13. In accordance with the SFO Paragraph entitled *Overtime Usage*, the rate for overtime usage is established as \$0.00 per hour for the entire building or any portion thereof.
- 14. Security costs in the total amount of [REDACTED] shall be amortized through the rent for 0 months at the rate of [REDACTED].
The Lessor hereby waives restoration.

LESSOR

UNITED STATES OF AMERICA

BY  _____
DATE

BY  _____
DATE