

Ey

LEASE NO. GS-08P-14697

Simplified Lease
GSA FORM L201A (January 2012)

INSTRUCTIONS TO OFFERORS: Fill in this form with the required information where appropriate, initial each page, sign on this page (type in name and title), and have a witness to your signature sign also. Upon selection for award, GSA will countersign the lease document.

This Lease is made and entered into between

Lessor's Name Golden Hill LLC

("the Lessor"), whose principal place of business is [ADDRESS], and whose interest in the Property described herein is that of Fee Owner, and
The United States of America

("the Government"), acting by and through the designated representative of the General Services Administration ("GSA"), upon the terms and conditions set forth herein.

Witnesseth: The parties hereto, for the consideration hereinafter mentioned, covenant and agree as follows:

The Lessor hereby leases to the Government the Premises described herein, being all or a portion of the Property located at:

12600 West Colfax Avenue, Lakewood, CO 80215

and more fully described in Section 1, together with rights to the use of parking and other areas as set forth herein.

LEASE TERM

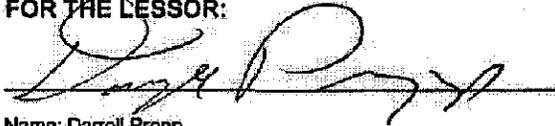
To Have and To Hold the said Premises with their appurtenances for the term beginning upon acceptance of the Premises as required by this Lease and continuing for a period of

10 Years, 5 Years Firm, beginning March 25, 2012

subject to termination and renewal rights as may be hereinafter set forth, to be used for such purposes as determined by GSA. The commencement date of this Lease, **estimated to be Month Day, Year**, along with any applicable termination and renewal rights, shall more specifically be set forth in a Lease Amendment upon substantial completion and acceptance of the space by the Government.

In Witness Whereof, the parties to this Lease evidence their agreement to all terms and conditions set forth herein by their signatures below, to be effective as of the date of delivery of the fully executed Lease to the Lessor.

FOR THE LESSOR:

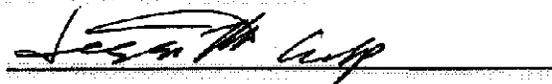


Name: Darrell Propp

Title: Owner

Date: 4/2/12

FOR THE GOVERNMENT:



Jessica Ballard-Culp

Lease Contracting Officer

Date: 4/6/12

WITNESSED BY:

Name: MaryAnn Proctor

Title: Leasing Agent

Date: 4/2/12

[Type text]

SECTION 1 THE PREMISES, RENT, AND OTHER TERMS	3
1.01 THE PREMISES (SIMPLIFIED) (AUG 2011)	3
1.02 EXPRESS APPURTENANT RIGHTS (SIMPLIFIED) (SEPT 2011)	4
1.03 RENTAL CONSIDERATION (SIMPLIFIED) (SEPT 2011)	4
1.04 BROKER COMMISSION AND COMMISSION CREDIT (SIMPLIFIED) (APR 2011)	4
1.05 TERMINATION RIGHTS (SIMPLIFIED) (SEPT 2011)	4
1.06 RENEWAL RIGHTS (SIMPLIFIED) (APR 2011)	4
1.07 DOCUMENTS INCLUDED WITH LEASE (SIMPLIFIED) (DEC 2011)	4
1.08 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT (SIMPLIFIED) (SEPT 2011)	4
1.09 OPERATING COST BASE (SIMPLIFIED) (AUG 2011)	4
1.10 ADDITIONAL BUILDING IMPROVEMENTS (AUG 2011)	4
SECTION 2 GENERAL TERMS, CONDITIONS AND STANDARDS	5
2.01 DEFINITIONS AND GENERAL TERMS (AUG 2011)	5
2.02 AUTHORIZED REPRESENTATIVES (AUG 2011)	5
2.03 WAIVER OF RESTORATION (APR 2011)	6
2.04 PAYMENT OF BROKER (SIMPLIFIED) (AUG 2011)	6
2.05 CHANGE OF OWNERSHIP (APR 2011)	6
2.06 REAL ESTATE TAX ADJUSTMENT (AUG 2011)	6
2.07 ADJUSTMENT FOR VACANT PREMISES (SIMPLIFIED) (SEPT 2011)	8
2.08 OPERATING COSTS ADJUSTMENT (APR 2011)	8
2.09 FIRE AND CASUALTY DAMAGE (SIMPLIFIED LEASE) (APR 2011)	8
2.10 DEFAULT BY LESSOR (SIMPLIFIED) (APR 2011)	8
2.11 INTEGRATED AGREEMENT (SIMPLIFIED) (APR 2011)	9
2.12 MUTUALITY OF OBLIGATION (SIMPLIFIED) (APR 2011)	9
2.13 CHANGES (SIMPLIFIED) (SEPT 2011)	9
2.14 COMPLIANCE WITH APPLICABLE LAW (SIMPLIFIED) (APR 2011)	9
2.15 CLAUSES INCORPORATED BY REFERENCE (SIMPLIFIED) (APR 2011)	9
SECTION 3 CONSTRUCTION STANDARDS AND SHELL COMPONENTS	10
3.01 WORK PERFORMANCE (AUG 2011)	10
3.02 RECYCLED CONTENT PRODUCTS (COMPREHENSIVE PROCUREMENT GUIDELINES) (SEP 2000)	10
3.03 ENVIRONMENTALLY PREFERABLE BUILDING PRODUCTS AND MATERIALS (DEC 2007)	11
3.04 EXISTING FIT-OUT, SALVAGED, OR REUSED BUILDING MATERIAL (DEC 2010)	11
3.05 INTENTIONALLY DELETED (SIMPLIFIED) (AUG 2008)	11
3.06 WOOD PRODUCTS (AUG 2008)	11
3.07 ADHESIVES AND SEALANTS (AUG 2008)	11
3.08 BUILDING SHELL REQUIREMENTS (APR 2011)	11
3.09 RESPONSIBILITY OF THE LESSOR AND LESSOR'S ARCHITECT/ENGINEER (SIMPLIFIED) (SEPT 2011)	11
3.10 QUALITY AND APPEARANCE OF BUILDING (APR 2011)	12
3.11 VESTIBULES (APR 2011)	12
3.12 MEANS OF EGRESS (AUG 2011)	12
3.13 AUTOMATIC FIRE SPRINKLER SYSTEM (AUG 2011)	12
3.14 FIRE ALARM SYSTEM (AUG 2011)	12
3.15 ENERGY INDEPENDENCE AND SECURITY ACT (DEC 2011)	13
3.16 ELEVATORS (SIMPLIFIED) (AUG 2011)	13
3.17 DEMOLITION (SIMPLIFIED) (AUG 2011)	13
3.18 ACCESSIBILITY (FEB 2007)	13
3.19 CEILINGS (SIMPLIFIED) (DEC 2011)	13
3.20 EXTERIOR AND COMMON AREA DOORS AND HARDWARE (AUG 2011)	14
3.21 WINDOWS (SIMPLIFIED) (AUG 2011)	14
3.22 PARTITIONS: PERMANENT (APR 2011)	14
3.23 INSULATION: THERMAL, ACOUSTIC, AND HVAC (APR 2011)	14
3.24 PAINTING (AUG 2011)	14
3.25 FLOORS AND FLOOR LOAD (AUG 2011)	15
3.26 FLOOR COVERING AND PERIMETERS (SIMPLIFIED) (AUG 2011)	15
3.27 MECHANICAL, ELECTRICAL, PLUMBING: GENERAL (APR 2011)	15
3.28 ELECTRICAL (SIMPLIFIED) (SEPT 2011)	15
3.29 ADDITIONAL ELECTRICAL CONTROLS (APR 2011)	15
3.30 PLUMBING (APR 2011)	15
3.31 DRINKING FOUNTAINS (APR 2011)	15
3.32 TOILET ROOMS (DEC 2011)	15
3.33 PLUMBING FIXTURES: WATER CONSERVATION (DEC 2011)	16
3.34 HEATING VENTILATION AND AIR CONDITIONING (SIMPLIFIED) (APR 2011)	16
3.35 TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (SIMPLIFIED) (AUG 2011)	16

[Type text]

3.36	TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (SIMPLIFIED) (SEPT 2011)	17
3.37	LIGHTING: INTERIOR AND PARKING (SIMPLIFIED) (SEPT 2011)	17
3.38	INDOOR AIR QUALITY DURING CONSTRUCTION (DEC 2007)	17

SECTION 4	DESIGN, CONSTRUCTION, AND POST AWARD ACTIVITIES	18
4.01	SCHEDULE FOR COMPLETION OF SPACE (SIMPLIFIED) (AUG 2011)	18
4.02	GREEN LEASE SUBMITTALS (SIMPLIFIED) (AUG 2011)	18
4.03	CONSTRUCTION SCHEDULE AND INITIAL CONSTRUCTION MEETING (SIMPLIFIED) (SEPT 2011)	18
4.04	ACCESS PRIOR TO ACCEPTANCE OF SPACE (SIMPLIFIED) (APR 2011)	19
4.05	CONSTRUCTION INSPECTIONS (APR 2011)	19
4.06	ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY (SIMPLIFIED) (AUG 2011)	19
4.07	LEASE TERM COMMENCEMENT DATE AND RENT RECONCILIATION (SIMPLIFIED) (SEPT 2011)	19
4.08	AS-BUILT DRAWINGS (APR 2011)	19

SECTION 5	TENANT IMPROVEMENT COMPONENTS	19
5.01	TENANT IMPROVEMENT (TI) REQUIREMENTS (AUG 2011)	19
5.02	FINISH SELECTIONS (SIMPLIFIED) (SEPT 2011)	20
5.03	WINDOW COVERINGS (SIMPLIFIED) (AUG 2011)	20
5.04	DOORS: SUITE ENTRY (AUG 2011)	20
5.05	DOORS: INTERIOR (AUG 2011)	20
5.06	DOORS: HARDWARE (DEC 2007)	20
5.07	DOORS: IDENTIFICATION (SIMPLIFIED) (AUG 2011)	20
5.08	PARTITIONS: SUBDIVIDING (SIMPLIFIED) (AUG 2011)	20
5.09	WALL FINISHES (SIMPLIFIED) (AUG 2011)	20
5.10	PAINTING (APR 2011)	21
5.11	FLOOR COVERINGS AND PERIMETERS (AUG 2011)	21
5.12	HEATING AND AIR CONDITIONING (APR 2011)	22
5.13	ELECTRICAL: DISTRIBUTION (APR 2011)	22
5.14	TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (SIMPLIFIED) (AUG 2011)	22
5.15	TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (AUG 2008)	22
5.16	DATA DISTRIBUTION (SIMPLIFIED) (SEPT 2011)	22
5.17	ELECTRICAL, TELEPHONE, DATA FOR SYSTEMS FURNITURE (SIMPLIFIED) (SEPT 2011)	23
5.18	LIGHTING: INTERIOR AND PARKING (SEPT 2011)	23

SECTION 6	UTILITIES, SERVICES, AND OBLIGATIONS DURING THE LEASE TERM	23
6.01	PROVISION OF SERVICES, ACCESS, AND NORMAL HOURS (AUG 2011)	23
6.02	UTILITIES (APR 2011)	23
6.03	UTILITIES SEPARATE FROM RENTAL (SIMPLIFIED) (SEP 2011)	23
6.04	UTILITY CONSUMPTION REPORTING (SEP 2011)	23
6.05	HEATING AND AIR CONDITIONING (AUG 2011)	24
6.06	OVERTIME HVAC USAGE (SIMPLIFIED) (SEPT 2011)	24
6.07	JANITORIAL SERVICES (SEPT 2011)	24
6.08	SELECTION OF CLEANING PRODUCTS (APR 2011)	25
6.09	SELECTION OF PAPER PRODUCTS (APR 2011)	25
6.10	SNOW REMOVAL (APR 2011)	25
6.11	MAINTENANCE AND TESTING OF SYSTEMS (SIMPLIFIED) (APR 2011)	25
6.12	MAINTENANCE OF PROVIDED FINISHES (DEC 2011)	25
6.13	ASBESTOS ABATEMENT (APR 2011)	26
6.14	ONSITE LESSOR MANAGEMENT (APR 2011)	26
6.15	SCHEDULE OF PERIODIC SERVICES (SIMPLIFIED) (APR 2011)	26
6.16	LANDSCAPE MAINTENANCE (APR 2011)	26
6.17	RECYCLING (SIMPLIFIED) (SEPT 2011)	26
6.18	INDOOR AIR QUALITY (DEC 2007)	26
6.19	RADON IN AIR (AUG 2008)	27
6.20	RADON IN WATER (AUG 2008)	27
6.21	HAZARDOUS MATERIALS (OCT 1996)	27
6.22	MOLD (SIMPLIFIED) (SEPT 2011)	27
6.23	OCCUPANT EMERGENCY PLANS (APR 2011)	27

SECTION 7	ADDITIONAL TERMS AND CONDITIONS	27
------------------	--	-----------

SECTION 1 THE PREMISES, RENT, AND OTHER TERMS

1.01 THE PREMISES (SIMPLIFIED) (AUG 2011)

[Type text]

The Premises are as described under Exhibit A, Proposal to Lease Space, GSA Form 1364A.

1.02 EXPRESS APPURTENANT RIGHTS (SIMPLIFIED) (SEPT 2011)

The Government shall have the non-exclusive right to the use of Appurtenant Areas, and shall have the right to post Government Rules and Regulations within such areas. The Government will coordinate with the Lessor to ensure signage is consistent with the Lessor's standards. Appurtenant to the Premises and included with the Lease are rights to use the following:

A. **Parking:** Parking shall be provided as described under Block ____ of Exhibit A, Proposal to Lease Space, GSA Form 1364A. In addition, the Lessor shall provide such additional parking spaces as required by the applicable code of the local government entity having jurisdiction over the Property.

1.03 RENTAL CONSIDERATION (SIMPLIFIED) (SEPT 2011)

In consideration for the Lease, the grant of all associated rights, express or implied, and the performance or satisfaction of all of the Lessor's other obligations set forth herein, the Government shall pay the Lessor annual rent to be computed using the rental rate(s) specified on Exhibit A, GSA Form 1364A and the actual ANSI BOMA Office Area (ABOA) delivered for occupancy and use by the Government, not to exceed the maximum ABOA solicited by the Government. Payment shall be made monthly in arrears. Rent for a lesser period shall be prorated. Rent shall be paid by Electronic Funds Transfer to an account to be designated by Lessor. Rent shall be inclusive of all costs incurred by the Lessor for the construction of building shell and Tenant Improvements (TIs) specified in the Lease, including those described on Exhibit A, GSA Form 1364A and the Agency Specific Requirements (ASR) attached hereto, all taxes of any kind, and all operating costs. Unless a separate rate is specified on Exhibit A, GSA Form 1364A, rights to parking areas will be deemed included in the rent.

1.04 BROKER COMMISSION AND COMMISSION CREDIT (SIMPLIFIED) (APR 2011)

1.05 TERMINATION RIGHTS (SIMPLIFIED) (SEPT 2011)

The Government may terminate this Lease, in whole or in parts, effective after the firm term of this Lease by providing not less than 90 days' prior written notice to the Lessor. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination. The right of termination shall expire 120 days after the last day of the firm term.

1.06 RENEWAL RIGHTS (SIMPLIFIED) (APR 2011)

1.07 DOCUMENTS INCLUDED WITH LEASE (SIMPLIFIED) (DEC 2011)

The following documents are included as part of the Lease:

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
Proposal to Lease Space (GSA Form 1364A)		
Representations and Certifications (GSA Form 3518A)		
Floor Plan Delineating the Premises		

1.08 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT (SIMPLIFIED) (SEPT 2011)

As of the Lease Award Date, the Government's Percentage of Occupancy, as defined in the Real Estate Tax Adjustment clause of this lease is _____ percent.

1.09 OPERATING COST BASE (SIMPLIFIED) (AUG 2011)

The parties agree that for the purpose of applying the clause titled "Operating Costs Adjustment" that the Lessor's base rate for operating costs is \$ 4.48 per rentable square foot.

1.10 ADDITIONAL BUILDING IMPROVEMENTS (AUG 2011)

In addition to construction of the Tenant Improvements as required in this Lease, the Lessor shall be required to complete the following additional building improvements (e.g., Fire Protection and Life Safety, Seismic, and Energy Efficiency) prior to acceptance of the Space:

- A. Energy Efficiency
- B. _____
- C. _____