

U.S. GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE 9/7/2010

LEASE NO.

LWY14538

THIS LEASE, made and entered into this date by and between Progress Circle LLC

Whose address is 301 Caribou Pass Cir
Lafayette, CO 80026-8888

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 9,521 rentable square feet (RSF) of office and related space, which yields 8,480 ANSI/BOMA Office Area square feet (USF) of space at Cheyenne Flex, 521 Progress Circle, Cheyenne, WY 82077 as indicated on the attached Floor Plan, 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 25 reserved surface parking spaces for exclusive use of the Government employees and patrons.
 - * The common area factor for the leased premises occupied by the Government is established as 1.12 (see "Common Area Factor" paragraph of the lease).
 - * The leased premises occupied by the Government for real estate tax adjustments is established as 56.00% (see also "Percentage Occupancy" paragraph of the lease).

2. TO HAVE AND TO HOLD the said premises with their appurtenances for a term of 20 years beginning upon the substantial completion of the space, and acceptance by the Government as satisfactorily complete. Design and construction of the space shall begin upon award of this lease in conformance with the Construction Schedule of Tenant Improvements paragraph of the attached Solicitation for Offers. The commencement date of this lease, along with any applicable termination and renewal rights, shall more specifically be set forth in a Supplemental Lease Agreement upon substantial completion and acceptance of the space by the Government.

3. The Government shall pay the Lessor annual rent in accordance with the attached rent schedule (Exhibit G):
 - a. Progress Circle, LLC has elected to provide 3 months of free shell rent upon occupancy of the tenant agency. The total amount of 3 months of free shell rent is \$30,514.61

- Rent checks shall be made payable to:
Progress Circle LLC
301 Caribou Pass Cir.
Lafayette CO, 80026-8888

4. The Government may terminate this lease in whole or in part at any time on or after 4/1/2020 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.

5. The Lessor shall furnish to the Government, as part to the rental consideration, the following:
Those tenant improvements, facilities, services, supplies, utilities, and maintenance in accordance with SFO 0WY2015.

6. The following are attached and made a part hereof:
 - X - A. Standard Form 2
 - X - B. Solicitation for Offers 0WY2015
 - X - C. Special (Program of) Requirements
 - X - D. GSA Form 3517 entitled GENERAL CLAUSES (Rev. 11/05)
 - X - E. GSA Form 3518 entitled REPRESENTATIONS AND CERTIFICATIONS
 - X - G. Rent Schedule

INITIALS: MAZ & AR
LESSOR GOVT

7. In accordance with the SFO paragraph entitled Tenant Improvement Rental Adjustment, Tenant Improvements in the total amount of \$336,317.00 (8,480 USF x \$39.66) are amortized through the rent for 10 years at the rate of 7.00%. The amortized cost of these improvements are included in the attached Exhibit G. Deviations to the approved design intent drawings will not be permitted unless prior written authorization is obtained from the GSA Contracting Officer.
8. In accordance with the SFO paragraph entitled Operating Costs Base, the base is established as \$4.48 per RSF (\$42,463.68 per annum).
9. In accordance with the SFO paragraph entitled Adjustment for Vacant Premises, the adjustment is established as \$2.41 per USF for vacant space (rental reduction).
10. In accordance with the SFO Paragraph entitled Overtime Usage, the rate for overtime usage is established as \$10.00 per hour.
11. The Lessor shall remain responsible for maintenance, repair, and replacement of any installed items under this lease. These items can be removed by the Government at any time and the Lessor waives restoration in connection with these items. If after the lease term and any extended, renewal or succeeding lease term, the Government elects to abandon any items in place, the title shall pass to the Lessor
12. The Lessor shall furnish to the Government as part of the rental consideration, the following:
 - a. All labor, materials, equipment, design, professional 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. All costs associated with services, utilities, maintenance, repair, replacement, inspections, improvements and other requirements as required by solicitation for offer No. OWY2015 and it's attachments.

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

LESSOR

| | |
|-----------------------------------|--|
| SIGNATURE <i>Mark E. Casey</i> | NAME OF SIGNER MARK E. CASEY, MANAGER |
|-----------------------------------|--|

| | |
|---|--------------------------------|
| ADDRESS | |
| IN THE PRESENCE OF (SIGNATURE) <i>Polly Casner</i> | NAME OF SIGNER POLLY CASNER |

UNITED STATES OF AMERICA

| | |
|--|---|
| SIGNATURE <i>James E. Randle II</i> | NAME OF SIGNER James E. Randle II |
| | OFFICIAL TITLE OF SIGNER Leasing Contracting Officer |

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STANDARD FORM 2 (REV. 12/2006)
Prescribed by GSA - FPR (41 CFR) 1-16.601

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