

**LEASE NO. GS-08P-LCO14772**

Succeeding/Superseding Lease  
GSA FORM L202 (September 2013)

This Lease is made and entered into between

**NORMAN WM-COL, LLC, a Colorado limited liability company**

(Lessor), whose principal place of business is 14455 Twin Gables Court, Poway, CA 92064-8901 and whose interest in the Property described herein is that of Fee Owner, and

**THE UNITED STATES OF AMERICA**

(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:

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

12155 West Alameda Parkway  
Lakewood, CO 80228-2802

and more fully described in Section 1 and Exhibits A and B, together with rights to the use of parking and other areas as set forth herein, to be used for such purposes as determined by GSA.

**LEASE TERM**

To Have and To Hold the said Premises with its appurtenances for the term beginning either upon **November 5, 2014** or upon acceptance of the Premises as required by this Lease, whichever is later, and continuing for a period of **Fifteen (15) Years, Thirteen (13) Years Firm**, subject to termination and renewal rights as may be hereinafter set forth. The commencement date of this Lease, along with any applicable termination and renewal rights, shall be more specifically 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: 

Title: Managing member

Date: 11-22-14

FOR \_\_\_\_\_  
Mark: 

Lease Contracting Officer  
General Services Administration, Public Buildings Service

Date: 12/4/14

**WITNESSED FOR THE LESSOR BY:**

\_\_\_\_\_  
Title: Secretary

Date: 11-22-14

The information collection requirements contained in this Solicitation/Contract, that are not required by the regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

**SECTION 1 THE PREMISES, RENT, AND OTHER TERMS**

**1.01 THE PREMISES (SUCCEEDING) (SEP 2013) MODIFIED**

Unless otherwise noted, the Government accepts the Premises and tenant improvements in their existing condition. Such acceptance by the Government of existing Premises shall not relieve Lessor of continuing obligations for cleaning, janitorial, maintenance, repair, etc. as set forth in the Lease paragraphs and attached General Clauses, as well as compliance with all local codes and ordinances.

The Premises are described as follows:

A. Office and Related Space: 115,650 rentable square feet (RSF), yielding 97,000 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on Three (3) floor(s), of the Building, as depicted on the floor plan(s) attached hereto as Exhibit A.

B. Common Area Factor: The Common Area Factor (CAF) is established as 1.192268. This factor, which represents the conversion from ABOA to rentable square feet, shall be used for purposes of rental adjustments in accordance with the Payment Clause of the General Clauses.

**1.02 EXPRESS APPURTENANT RIGHTS (SEP 2013)**

The Government shall have the non-exclusive right to the use of Appurtenant Areas, and shall have the right to post Rules and Regulations Governing Conduct on Federal Property, Title 41 CFR, Part 102-74, Subpart C within such areas. The Government will coordinate with Lessor to ensure signage is consistent with Lessor's standards. Appurtenant to the Premises and included in the Lease are rights to use the following:

A. Parking: Twenty Five (25) parking spaces, reserved for the exclusive use of the Government as shown in Exhibit B. In addition, Lessor shall provide such additional parking spaces as required by the applicable code of the local government entity having jurisdiction over the Property.

B. Antennas, Satellite Dishes, and Related Transmission Devices: (1) Space located on the roof of the Building sufficient in size for the installation and placement of telecommunications equipment, (2) the right to access the roof of the Building, and (3) use of all Building areas (e.g., chases, plenums, etc.) necessary for the use, operation, and maintenance of such telecommunications equipment at all times during the term of this Lease.

**1.03 RENT AND OTHER CONSIDERATIONS (SEP 2013) MODIFIED**

A. The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

	FULL TERM
	ANNUAL RENT YEARS 1-15
SHELL RENT <sup>1</sup>	\$1,742,445.00
OPERATING COSTS <sup>2</sup>	\$ 316,125.00
<b>TOTAL ANNUAL RENT<sup>3</sup></b>	<b>\$2,058,570.00</b>

<sup>1</sup> Includes real estate tax base (to be determined). See Paragraphs 1.11, 1.12, and 2.07

<sup>2</sup> Operating cost adjustment applies. See Paragraphs 1.13 and 2.09

<sup>3</sup> Rate computed based on 115,650 rsf X \$17.80/rsf

B. If the Government occupies the Premises for less than a full calendar month, then rent shall be prorated based on the actual number of days of occupancy for that month.

C. Rent shall be paid to Lessor by electronic funds transfer in accordance with the provisions of the General Clauses. Rent shall be payable to the Payee designated in the Lessor's Central Contractor Registration (CCR), now the System for Award Management (SAM). If the payee is different from the Lessor, both payee and Lessor must be registered in SAM.

D. Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:

1. The leasehold interest in the Property described in the paragraph entitled "The Premises."

2. All costs, expenses and fees to perform the work required for acceptance of the Premises in accordance with this Lease, including all costs for labor, materials, and equipment, professional fees, contractor fees, attorney fees, permit fees, inspection fees, and similar such fees, and all related expenses.

3. Performance or satisfaction of all other obligations set forth in this Lease; and all services, utilities (with the exclusion of Electricity and Gas), maintenance required for the proper operation of the Property, the Building, and the Leased Premises, in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements and improvements required to be made thereto to meet the requirements of this Lease. The Government shall be responsible for paying all electricity and gas consumption costs directly to the utility



provider. The Lessor shall ensure that such utilities are separately metered. The Lessor shall provide and install as part of shell rent, separate meters for utilities. Sub-meters are not acceptable. The Lessor shall furnish in writing to the LCO, prior to occupancy by the Government, a record of the meter numbers and verification that the meters measure Government usage only. Proration is not permissible. In addition, an automatic control system shall be provided to assure compliance with heating, ventilation, and air conditioning requirements.

**1.04 INTENTIONALLY DELETED**

**1.05 TERMINATION RIGHTS (AUG 2011)**

The Government may terminate this Lease, in whole or in part, at any time effective after the Firm Term of this Lease, by providing not less than **One Hundred Eighty (180) 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.

**1.06 INTENTIONALLY DELETED**

**1.07 DOCUMENTS INCORPORATED IN THE LEASE (SEP 2013)**

The following documents are attached to and made part of the Lease:

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
FLOOR PLAN(S)	3	A
PARKING PLAN(S)	1	B
GSA FORM 3517B GENERAL CLAUSES	47	
GSA FORM 3518, REPRESENTATIONS AND CERTIFICATIONS	10	
SECURITY REQUIREMENTS – FACILITY SECURITY LEVEL III	12	

**1.08 INTENTIONALLY DELETED**

**1.09 INTENTIONALLY DELETED**

**1.10 INTENTIONALLY DELETED**

**1.11 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT (JUN 2012)**

As of the Lease Award Date, the Government's Percentage of Occupancy, as defined in the "Real Estate Tax Adjustment" paragraph of this Lease is **One Hundred Percent (100%)**. The Percentage of Occupancy is derived by dividing the total Government Space of 115,650 RSF by the total Building space of 115,650 RSF.

**1.12 REAL ESTATE TAX BASE (SEP 2013)**

The Real Estate Tax Base, as defined in the Real Estate Tax Adjustment paragraph of the Lease shall be determined upon release of 2014 real estate taxes payable in 2015 as set by Jefferson County, Colorado. The Real Estate Tax Base shall be included in the shell rate in Paragraph 1.03.A above. Tax adjustments shall not occur until the tax year following lease commencement has passed. A Lease Amendment setting the tax base will be executed at the appropriate time.

**1.13 OPERATING COST BASE (SEP 2013)**

The parties agree, for the purpose of applying the paragraph titled "Operating Costs Adjustment," that the Lessor's base rate for operating costs shall be **\$316,125.00 per annum (\$2.733463 per RSF)**.

**1.14 RATE FOR ADJUSTMENT FOR VACANT LEASED PREMISES (SEP 2013)**

In accordance with the paragraph entitled "Adjustment for Vacant Premises" if the Government fails to occupy or vacates the entire or any portion of the Premises prior to expiration of the term of the Lease, the operating costs paid by the Government as part of the rent shall be reduced by **\$0.00 per ABOA SF of Space vacated by the Government**.

**1.15 HOURLY OVERTIME HVAC RATES (AUG 2011)**

The following rates shall apply in the application of the paragraph titled "Overtime HVAC Usage."

- \$0.00 per hour per zone
- Number of zones: N/A
- \$0.00 per hour for the entire Space.

**1.16 24-HOUR HVAC REQUIREMENT (APR 2011)**

The hourly overtime HVAC rate specified above shall not apply to any portion of the Premises that is required to have heating and cooling 24 hours per day. If 24-hour HVAC is required by the Government for any designated rooms or areas of the Premises, such services shall be provided by the Lessor at an annual rate of \$0.00 per ABOA SF. of the area receiving the 24-hour HVAC. Notwithstanding the foregoing, Lessor shall provide this service at no additional cost to the Government if the Lessor provides this service to other tenants in the Building at no additional charge.

**1.17 BUILDING IMPROVEMENTS (SEP 2012)**

The Lessor shall complete the following additional Building improvements:

- A. ABAAS compliance alterations for one men's and one women's bathroom on each floor. All other bathrooms that are not modified will need to have the universal accessibility signage removed so as not to mislead those using the non-compliant bathrooms. All work shall be completed no later than 12/31/2014.

LESSOR  GOVERNMENT: 