

LMD 14666  
LEASE NO. LMT 14603

THIS LEASE is made and entered into between

**Bertsch Properties L.L.C**

("the Lessor") 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 in Sections I and II of the Form 1364A, Simplified Lease Proposal, attached hereto as Exhibit A, as further described on the floor plan attached hereto as Exhibit B ("the Premises"), together with the right to the use of the parking spaces and other areas described in said Section II of said Exhibit A, to have and to hold for a term of

**10 YEARS, 5 YEARS FIRM**

Commencing on 11/1/2011, subject to the terms and conditions set forth below.

**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.

The following persons are designated by each party as having full authority to bind their respective principles with regard to all matters relating to this Lease: No person other than those designated below shall be understood to have any authority to bind their respective principles, except to the extent that such authority may be explicitly delegated by notice to the other party, or to the extent that such authority is transferred by succession of interest. The Government shall have the right to substitute its Lease Contracting Officer ("LCO") by notice, without an express delegation by the LCO.

**FOR THE LESSOR:**

(Signature) [Redacted]  
Name: \_\_\_\_\_  
Title: PRESIDENT  
Date: 12-8-2011

**FOR THE GOVERNMENT:**

(Signature) [Redacted]  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
Denver, CO 80225

**WITNESSED BY:**

(Signature) [Redacted]  
Name: \_\_\_\_\_  
Title: Jane Tomich  
Vice Pres / Secretary  
Date: 12/8/2011

*JTB 12-8-2011*

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**SECTION 1 RENT AND OTHER TERMS**

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**1.01 RENTAL CONSIDERATION (SIMPLIFIED LEASE) (APR 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 in Line 10, Boxes 10D and 10F (and, if applicable, the corresponding boxes in Line 11) on Exhibit A, Section II, and the actual Rentable Area delivered for occupancy and use by the Government, subject to the limitations set forth in Section 3 of this Lease. 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 in Exhibit A and the Agency-Specific Requirements Package ("ASRP") attached hereto as Exhibit C, all taxes of any kind, and all operating costs. Unless a separate rate is specified in Line 18 of Exhibit A, rights to parking areas will be deemed included in the rent. Rent shall not be adjusted for changes in taxes or operating costs.

**1.02 EARLY TERMINATION RIGHT (SIMPLIFIED LEASE) (APR 2011)**

The Government may terminate this Lease, in whole or in part, at any time after the Firm Term 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. This right of termination shall expire 120 days after the last day of the Firm Term.

**1.03 DOCUMENTS INCORPORATED BY REFERENCE (SIMPLIFIED LEASE) (APR 2011)**

The following documents are incorporated by reference, as though fully set forth herein:

Exhibit A, GSA Form 1364A, Simplified Lease Proposal in Response to RLP No. LND14686.  
GSA Form 1364A-1, Simplified Lease Proposal Data  
Exhibit B, GSA Form 3518A, Representations and Certifications (Rev. 1/07)

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**SECTION 2 GENERAL TERMS AND CONDITIONS**

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**2.01 DEFINITIONS, STANDARDS, AND FORMULAS (SIMPLIFIED LEASE) (APR 2011)**

Unless otherwise specifically noted, all terms and conditions set forth in this Lease shall be interpreted by reference to the following definitions, standards, and formulas:

- A. Appurtenant Areas. Appurtenant Areas are defined as those areas and facilities on the Property that are not located within the Premises, but for which rights are expressly granted under this Lease, or for which rights to use are reasonably necessary or reasonably anticipated with respect to the Government's enjoyment of the Premises.
- B. Broker. If GSA awarded this Lease using a contract real estate broker, Broker shall refer to GSA's broker.
- C. Commission Credit. If GSA awarded this Lease using a Broker, and the Broker agreed to forego a percentage of its commission to which it is entitled in connection with the award of this Lease, the amount of this credit is referred to as the Commission Credit.
- D. Days. All references to days in this Lease shall be understood to mean calendar days.
- E. FAR/GSAR. All references to the FAR shall be understood to mean the Federal Acquisition Regulation, codified at 48 CFR Chapter 1. All references to the GSAR shall be understood to mean the GSA supplement to the FAR, codified at 48 CFR Chapter 5.
- F. Firm Term. The Firm Term is that part of the Lease term that is not subject to termination rights.
- G. Lease Term Commencement Date. The Lease Term Commencement Date means the date on which the lease term commences.
- H. Lease Award Date. The Lease Award Date means the date that the Lease is signed by the LCO (and on which the Lessor's obligations under the Lease commence).
- I. The Premises. The Premises are defined as the total Office Area or other type of space, together with all associated Common Areas, described in Section II, Line 9, of Exhibit A, and delineated by plan on Exhibit B. If Exhibit A and B are inconsistent

Y/B 12-8-2011 JF