U.S. GOVERNMENT LEASE FOR REAL PROPERTY

LEASE NO.

GS-08P-14586

THIS LEASE, made and entered into this date by and between Kohl Family 2002 Revocable Trust

Whose address is 408 Oakland Street Aurora, CO 80010-4746

DATE OF LEASE

And whose interest in the property hereinafter described is that of OWNER

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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 5,821 rentable square feet (RSF) of office and related space, which yields 5,062 ANSI/BOMA Office Area square feet (ABOASF) of space at the Kohl Building, 6731 W. Coal Rd., Casper, WY 82604-1541 as indicated on the attached Floor Plan marked Exhibit A and the Site Plan marked Exhibit B, along with ten (10) reserved, surface parking spaces to be used for such purposes as determined by the General Services Administration.

The common area factor for the leased premises occupied by the Government is established as 1.149941 (see MEASUREMENT OF SPACE paragraph of the lease).

The leased premises occupied by the Government for real estate tax adjustments is established as 100.00% (see also TAX ADJUSTMENT paragraph of the lease).

- 2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term of 10 years and 5 days beginning upon April 26, 2011 and continuing through April 30, 2021, subject to termination and renewal right as may be hereinafter set forth.
- The Government shall pay the Lessor annual rent of \$86,542.98 (\$14.87/RSF \$17.10/ABOASF) at the rate of \$7,211.92 per month in arrears for years one (1) through five (5) and \$80,285.71 (\$13.79/RSF \$15.86/ABOASF) at the rate of \$6,690.48 per month in arrears for years (6) through ten (10) and five (5) days. Rent for a lesser period shall be prorated.

4/26/11 - 4/25/16 ABOA SF		RSF		Annual Rent		4/26/16 - 4/30/21	ABOA SF		RSF		Annual Rent		
Shell	\$	7.74	\$ E	5.73	\$ 39,17	76.44	Shell	\$	7.46	\$	6.75	\$3	7,743.04
Operating Costs	\$	8.10	\$ 7	7.04	\$ 40,99	93.96	Operating Costs	\$	8.10	\$	7.04	\$4	0,993.96
Real Estate Taxes	\$	0.31	\$ C).27	\$ 1,54	18.7 1	Real Estate Taxes	\$	0.31	\$	0.27	\$	1,548.71
Amortized TI's	\$	0.95	\$ C).83	\$ 4,82	23.87	Amortized TI's	\$	-	\$	-	\$	-
Total	\$	17.10	\$14	1.87	\$ 86,54	12.98	Total	\$	15.86	\$:	13.79	\$8	0,285.71

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

	LESSOR
SIGNA	NAME OF SIGNER Kohl Family 2002 Revocable Trust Betty S. Kohl, Trustee
ADDRESS Hap Makland St. aurora,	
	NAME OF SIGNER
	UNITED STATES OF AMERICA
SI	NAME OF SIGNER Darrin Hotaling OFFICIAL TITLE OF SIGNER Lease Condracting Official
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STANDARD FORM 2 (REV. 12/2006)

4. Rent checks shall be made payable to:

Kohl Family 2002 Revocable Trust c/o Betty Kohl 408 Oakland Street Aurora, CO 80010-4746

- 5. The Government may terminate this lease in whole or in part at any time on or after April 26, 2016 by giving at least 60 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.
- 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 9WY2016 dated January 25, 2011 (30 pages) and the following attachments:
- 7. The following are attached and made a part hereof:
 - A. Solicitation for Offers 9WY2016 dated January 25, 2011, 30 pages;
 - B. GSA Form 3517A entitled GENERAL CLAUSES (Rev. 11/05), 2 pages;
 - C. GSA Form 3518A entitled REPRESENTATIONS AND CERTIFICATIONS (Rev. 1/07), 4 pages;
 - D. Exhibit A, Floor Plan, 2 pages;
 - E. Exhibit B, Site Plan, 1 page.
- 8. In accordance with the SFO paragraph entitled Tenant Improvement Rental Adjustment, Tenant Improvements in the total amount of \$18,625.53 (5,062 USF x \$3.68) are amortized through the rent for 5 years at the rate of 10.679%. The amortized costs of these improvements are included in the stated rent in Paragraph 3 above. Deviations to any approved design intent drawings will not be permitted unless prior written authorization is obtained from the GSA Contracting Officer.
- 9. In accordance with the SFO paragraph entitled Operating Costs Base, the base is established as \$7.04 per RSF (\$40,993.96 per annum).
- 10. In accordance with the SFO paragraph entitled Adjustment for Vacant Premises, the adjustment is established as \$0.00 per USF for vacant space (rental reduction).
- 11. In accordance with the SFO Paragraph entitled Overtime Usage, the rate for overtime usage is established as \$1.50 per hour.
- 12. Both parties mutually agree that the entire premises shown on Exhibit B, Site Plan, as Lot 40 shall be subject to the terms and conditions of the lease agreement, without additional rent consideration, but with the following exception(s):

 a) The hatched area in red (shown on Exhibit B, Site Plan) shall be the Government's responsibility to maintain, including but not limited to; snow removal, asphalt maintenance and weed control.
- 13. Both parties mutually agree that the Lessor shall renovate the existing restrooms per the plan dated April, 12 2011, Project No. 54-0000, Drawing A-1, prepared by RTO Group Architects (Exhibit A, Floor Plan, page 2 of 2) as part of shell rental consideration and no later than December 1, 2011.
- 14. Both parties mutually agree that the Lessor shall re-lamp all fluorescent light fixtures in the building by converting them from T-12 to T-8 bulbs and ballasts as part of the shell rental consideration and no later than December 1, 2011.

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