

**STATE OF COLORADO  
STATE BUILDINGS AND REAL ESTATE PROGRAMS  
REAL ESTATE PROGRAMS POLICIES AND PROCEDURES MANUAL**

**CHAPTER 2 - LEASING PROCEDURES**

**Logistics of the State's Leasing Program\***

The State of Colorado leases space for use by agencies and institutions throughout the State. It is Real Estate Programs' responsibility to oversee all the leases entered into by any of the agencies within the executive branch of State government. Real Estate Programs personnel must assure that the leases in which the State engages not only will serve the needs of the agencies occupying the space, but that they also fulfill all of the specific requirements set out in the State Constitution and statutes regarding what the State must do and what the State is forbidden to do in its leases, and that such leases represent fair value to the State in the prevailing market conditions. This oversight role is not applicable to certain functions within the Department of Transportation (highways, bridges and rights-of-way) nor to certain functions within the Department of Natural Resources.

There are two main methods that an agency employs in meeting its necessary leasing requirements. In either scenario the first step is to notify Real Estate Programs that the agency or institution intends to look for lease space.

**Option A:** The agency works through one of two pre-selected real estate brokers authorized to provide tenant services for the State. In those geographical areas where one of the real estate brokers is under contract to provide such services, executive branch State agencies **must** use a State real estate broker for any leasing activities (new lease, extension, expansions). The only exceptions to this requirement are those leases which State Real Estate Programs elects to exempt, in advance, in a geographical area where the State has a real estate broker under contract. Such exemptions are rarely granted and usually only in those instances where the lease is either intergovernmental or interagency. (See Sample Brokerage Exemption Letter in Appendix.)

At the time of this writing, the two State brokers are Jones Lang LaSalle, 1225 17th Street #1900, Denver, CO 80202, ph. (303) 390-5200 and Grubb and Ellis/Quantum Commercial Group, 101 N Cascade Ave., 2d Fl., Colorado Springs, 80903, ph. (719) 228-3611. JLL serves the seven county metro area, i.e., Denver, Boulder, Broomfield, Adams, Douglas, Arapahoe and Jefferson. Grubb and Ellis serves El Paso and Pueblo counties. Each of the contracts with these real estate brokers presently runs through June 30, 2012.

Agencies may also choose to utilize the services of the State-contracted real estate brokers outside of the two regions described even though they are not required to do so. All leasing procedures referenced in this manual would then apply.

The preferred time for the first communication with the real estate broker regarding a lease requirement is 12 to 15 months before the space is needed. For new leasing requirements, agencies rarely have that much notice of the requirement, so they must contact the appropriate real estate broker as soon as they are aware of the requirement. For existing leases, the real estate brokers will have lists available showing when current leases expire and they will contact the agency approximately 15 months in advance.

---

\* As a preliminary step, before embarking on the below listed procedures, any agency requiring space should first consult the periodically published Real Estate Programs Space Availability Report. In that report are listed those spaces already owned or leased by the State which for various reasons have been vacated by another agency and are therefore currently available. If the list contains suitable space, the agency searching for such can often expeditiously arrange to occupy that space under terms and conditions that are quite favorable. To obtain the Space Availability Report contact Real Estate Programs personnel at 303-866-2204.

**STATE OF COLORADO  
STATE BUILDINGS AND REAL ESTATE PROGRAMS  
REAL ESTATE PROGRAMS POLICIES AND PROCEDURES MANUAL**

**CHAPTER 2 - LEASING PROCEDURES**

**Before the broker can begin working on a leasing requirement for any agency, the agency must engage the broker for the assignment by executing a Tenant Agent Authorization Letter** (located in Chapter 5 as document 5.2). In doing so, the agency specifically affirms that it has available the funds to cover the estimated cost of the relevant lease for the then current fiscal year and also that the agency has a reasonable expectation of having funds available to cover the estimated cost for the lease term for subsequent years.

In some instances an agency may wish to engage one of the State's real estate brokers as a consultant for services such as needs assessment or market research prior to program approval or appropriation of funds for a specific lease ("Consulting Services"). Agreements between the agency and the broker for Consulting Services must be set out in a written document that takes one of two forms:

1. Either such agreement must be a State Contract as defined in State of Colorado Fiscal Rule 3-1 or,
2. Such agreement must be on a fully executed State of Colorado Purchase Order Form, which has attached to it a detailed proposal that describes the services to be provided at the respective applicable hourly rates (along with any "topset" figure applicable to the project) and which form bears the following language on the face thereof:

"Execution of this document by or on behalf of the stated buyer constitutes the affirmation of such Buyer that all funds required for payment of this Purchase Order during the current fiscal year are and will be available for such payment, and that Buyer will make every good faith effort to see to it that such funds are also available for any further payments required on this Purchase Order in subsequent fiscal years."

Once the real estate brokerage firm is engaged on the leasing project, the real estate broker's personnel will meet with designated agency staff; determine their needs; calculate the square footage allowed under the State's leasing standards; explore leasing options in the area; assist in the selection of the site and ultimately draw up the actual lease to be executed. The lease is then submitted first to the landlord for signature, then to the agency and then on through the State required approval process.

No fees are due from the agency to the State's real estate broker for its leasing services except for agreements for Consulting Services as outlined above. The State's real estate broker earns its compensation for leasing property through a splitting of the commissions payable by the landlord to that landlord's real estate broker.

**Option B:** The agency works through its own personnel and finalizes its own leases with assistance as required from Real Estate Programs.

In those areas other than the seven-county Denver Metro area and El Paso and Pueblo counties, the State does not have any pre-selected real estate broker. Therefore, agency personnel on the site, together with their personnel at agency headquarters, and with assistance from Real Estate Programs (as required) must accomplish suitable leases to meet the agency's requirements. Generally, the procedure is simpler in the smaller communities of the State, mainly because there are usually a very limited number of locations available that will serve the State's needs. Usually, the form leases provided by the State are familiar to the landlords because they have leased to the State on previous occasions, and those forms are often employed with no significant variations. In those instances the leasing process often comes down to agreeing on a square foot rate, plus the number of years and filling in the blanks on the form. Other times significant additional factors, such as a total

**STATE OF COLORADO  
STATE BUILDINGS AND REAL ESTATE PROGRAMS  
REAL ESTATE PROGRAMS POLICIES AND PROCEDURES MANUAL**

**CHAPTER 2 - LEASING PROCEDURES**

renovation of the space, are involved. Agencies may also choose to work with a local broker of their choice in these areas. All leasing procedures referenced in this manual would then apply.

**Basic Steps in the Execution and Approval of a Lease**

**1. Formalities of Lease Execution and Approval**

The fewer the variations from the State's lease form, the more expeditiously the lease will move through the approval process. This is because all of the wording in the standard forms has been pre-approved by the Attorney General's office and the State Controller's Office. However, it is also recognized that specific wording may be required by certain landlords. In those cases, Real Estate Programs personnel work with the real estate broker and/or the relevant agency personnel and the landlord to arrive at agreeable lease language.

A detailed description of the steps in a typical leasing situation can be found in Chapter 5. Once the lease and its specifications and provisions are agreed upon, the lease is drafted either by the real estate broker or, if there is no real estate broker, by the agency personnel. Four copies are submitted, first to the landlord for signature, then to an authorized representative of the tenant agency.

**2. Signature Authority**

The State's form leases contain a provision by which the person signing for the landlord asserts that she or he, in fact, has the authority to bind the landlord to the lease. However, in some instances, where the chain of authority for such signature is quite lengthy, (e.g., where the lessor is a partnership, and the managing partner is a corporation, and the signature on the lease is not a corporate officer, but rather a member of a law firm that claims to hold the corporation's power of attorney), the State may require documentation of the asserted signatory authority, such as copies of corporate minutes or of the relevant power of attorney.

If the landlord is a for profit or not for profit corporation, a corporate secretary's attestation is required.

Following the signature of the landlord and the tenant agency, all originals of the executed lease, along with the appropriate CMS documentation are sent to Real Estate Programs. There the lease is reviewed for sufficiency, accuracy and general compliance with the State's requirements. If there are any problems with the lease, it is sent back to the submitting agency for correction. Real Estate Programs should then finally approve the lease. As to those leases initiated by an agency that has its own Assistant Attorney General and delegated controller who handle leases, the lease is returned to such agency for action by those persons.

All other leases approved by Real Estate Programs are sent to the State Controller. This is done because **no lease is valid, nor will any rents be paid on any lease, until the State Controller approves it.** The Controller may require that his legal counsel first review and approve any document submitted to the Controller for approval.

If the Assistant Attorney General reviews the lease and finds it needs certain modifications, the lease is returned to the relevant agency to be modified. Following approval by the Assistant Attorney General, the lease is sent to the Controller for approval. The controller is the final approval necessary before any rent monies can be paid.

After approving the lease, the Controller retains one fully executed copy, returns one copy to Real Estate Programs, and returns the other copies to the agency. It is the agency's responsibility to retain an

**STATE OF COLORADO  
STATE BUILDINGS AND REAL ESTATE PROGRAMS  
REAL ESTATE PROGRAMS POLICIES AND PROCEDURES MANUAL**

**CHAPTER 2 - LEASING PROCEDURES**

executed original in its files, supply an original to the lessor and provide any additional executed copies that were known to be needed (and therefore added to the first four originals sent through the approval process) to those agencies and/or individuals who require the additional copies.

**3. Forms**

The current Standard forms for various leasing situations are located on the REP website:

- 2.1 Lease Checklist
- 2.2 The Gross (short) lease form.
- 2.3 The Base Year (long) lease form.
- 2.4 The NNN (long) lease form.
- 2.5 Interagency lease.
- 2.6 Amendment to lease.
- 2.7 Easement
- 2.8 State Owned Property

**Note:** The Lease Extension Agreement form formerly included in this Manual has been deleted. Beginning July 1, 2002 agencies and institutions should use the Amendment to Lease form for all lease amendments, including extension of the lease term. Both forms will still be accepted until July 1<sup>st</sup>; however, agencies may begin using the Amendment to Lease for lease extensions immediately.

It should be noted that language that addresses specific laws or other state requirements **must** be in every lease. Presently the following seven paragraphs from our short form standard lease contain such language:

8. Eminent Domain
9. Damage and Destruction
11. Fiscal Funding
15. Tenant's Tax Exempt Status
23. No Beneficial Interest
16. No Violation of Law
17. Controller's Approval
28. Lessor/Vendor Offsets Notice

If the landlord refuses to accept this language then, barring unusual circumstances, the State **cannot** lease the premises.

**4. Lease Review**

- a) The State's standard lease form should be used whenever possible. Leases must be signed by lessor and lessee before submission to Real Estate Programs for approval. Lessor should sign at least four originals of the lease.
- b) All leases should have a CMS routing number, if required attached and be routed to the State Controller's Office (SCO) or Controller Delegee before proceeding through the approval process.
- c) Any departure from the State's standard lease form tends to slow the approval process and greatly increases the chance that the lease will not be approved.
- d) If there is to be a memo requiring changes in the lease before approval, it can come from Real Estate Programs or, if the AG disapproves the lease after Real Estate Programs has approved it, from the Attorney General.
- e) If changes must be made to the standard lease form, avoid having to re-do the lease by submitting any changes to Real Estate Programs **before** finalizing negotiations with the lessor. Real Estate Programs personnel can provide a preliminary opinion on the likelihood of approval of the changes.

**STATE OF COLORADO  
STATE BUILDINGS AND REAL ESTATE PROGRAMS  
REAL ESTATE PROGRAMS POLICIES AND PROCEDURES MANUAL**

**CHAPTER 2 - LEASING PROCEDURES**

- f) If a lease has no apparent problems, it is approved by Real Estate Programs, logged out and routed to the SCO delegee or if no delegee the SCO.

**5. Collocation Requirements**

In accordance with the overall policy and directives of Colorado State Government, agencies should attempt to collocate their operations wherever possible, and therefore their leased premises, so as to have fewer rather than greater numbers of locations.

Additionally, the policies of Real Estate Programs will be applied so as to support Colorado State Government's plans, whenever possible in the future, to buy or build State Office Buildings, and to thereby reduce the requirements for leasing various agencies' locations. Therefore, whenever it is economically feasible to do so, new or renewed State leases should be limited to a maximum term of five years. However, leases that exceed five years, provided they contain the collocation language set out in paragraph 24 of the State's standard lease form, will still be approved. In those instances where a lease exceeds five years, and has no collocation clause, a letter of justification for such must be signed by the agency's executive director and submitted, along with the lease, for Real Estate Programs' review.

**6. Early Termination of a Lease**

Typically, a State lease allows the State, at its option, to terminate the lease based on any one of three possible occurrences:

- Lease Paragraph #11, Fiscal Funding.
- Lease Paragraph #14, Federal Funding.
- Lease Paragraph #24, Collocation.

Whenever an agency concludes that its circumstances allow and call for the exercise of one of these early termination "outs" from a lease, such agency must **first request and obtain SBREP approval from Real Estate Programs to do so**. Use of one of these early termination clauses may cause significant ill will among the landlord community, with whom other agencies, Real Estate Programs and the State's brokers must deal every day. Even though the occupying agency is going to vacate the space based on an early termination provision, it is often possible and preferable to "backfill" the space with another State agency, and thereby leave the lease in place, rather than actually terminate the lease and risk resulting landlord antagonism that may occur.

**7. Vacation of Space Leased or Subleased from Another State Agency**

There are many instances whereby a State agency occupies space owned by, or subleased from, another State agency. In Grand Junction, for instance, Department of Personnel and Administration is actually the Lessor of the office space in the Grand Junction State Office Building. In Denver many agencies occupy space in various State owned office buildings, such as Capitol Complex Buildings Group and/or North Campus.

Whenever any agency occupying any State owned office space, such as in the examples set out above, is considering vacating such space, regardless of the reasons for vacating, Real Estate Programs **must be made aware of those plans as early as possible**. Only through this means may proper planning be put in place to fully utilize the space, through occupancy by another agency, and thereby make the best possible use of the State's real estate assets.

END OF POLICY/SBREP/LEASING PROCEDURES.....Spring 02

**STATE OF COLORADO  
STATE BUILDINGS AND REAL ESTATE PROGRAMS  
REAL ESTATE PROGRAMS POLICIES AND PROCEDURES MANUAL**

**CHAPTER 2 - LEASING PROCEDURES**

**2.1 Lease Checklist**

**COMMENTS:**

This Lease Checklist is used by Real Estate Programs personnel when reviewing a lease for approval and forwarding to the Attorney General's office. It also is helpful for agencies/institutions to use this checklist also prior to sending lease documents to Real Estate Programs for processing.

**STATE OF COLORADO  
STATE BUILDINGS AND REAL ESTATE PROGRAMS  
REAL ESTATE PROGRAMS POLICIES AND PROCEDURES MANUAL**

**CHAPTER 2 - LEASING PROCEDURES**

**LEASE CHECKLIST**

Lessor: \_\_\_\_\_

Lessee: \_\_\_\_\_

Routing: \_\_\_\_\_ Date: \_\_\_\_\_

Type: \_\_\_\_\_

- |          |   |     |    |    |
|----------|---|-----|----|----|
| _____ 1  | Appropriate standard form utilized?                                     |     |    |    |
| _____ 2  | Full agency Routing Number on front page/each page?                     |     |    |    |
| _____ 3  | Four originals?   |     |    |    |
| _____ 4  | Intro correct? <b>BF?</b>   |     |    |    |
| _____ 5  | DOHE Leases CCHE Leasing Policy Approval indicated?                     | Yes | No | NA |
| _____ 6  | Inked changes initialed by Lessor & Lessee:                             |     |    |    |
| _____ 7  | Par. 2/ar. 3, " <b>NONE</b> " or provided services inserted? <b>BF?</b> |     |    |    |
| _____ 8  | Vendor offset provision? Yes  |     | No |    |
| _____ 9  | All Lessor signatures obtained? <b>BF?</b>                              |     |    |    |
| _____ 10 | Lessor FEIN? Yes  |     | No |    |
| _____ 11 | If lessor is a corporation, was signature attested?                     |     |    |    |
| _____ 12 | Lessee signature block completed? Signed?                               |     |    |    |
| _____ 13 | Central approvers signature blocks: GSS, AG, Controller?                |     |    |    |
| _____ 14 | Exhibit A floor plan or line out language on; pg 1?                     |     |    |    |
| _____ 15 | Lessor on extensions/amendments same as original lease? <b>BF?</b>      |     |    |    |
| _____ 16 | Lessee is a current statutory dept.?                                    |     |    |    |
| _____ 17 | Suite #, street address, SqFt, Begin/End Date? <b>BF?</b>               |     |    |    |
| _____ 18 | Required rent info in Par. 1(B)? <b>BF?</b>                             |     |    |    |
| _____ 19 | Is rent exhibited in FY format? <b>BF?</b>                              |     |    |    |
| _____ 20 | Is rent math correct?   |     |    |    |
| _____ 21 | Extension not for lease greater than 5 years old?                       |     |    |    |
| _____ 22 | Par 27 struck if not Broker deal? Yes                                   |     | No |    |
| _____ 23 | Commencement date after "made" date?                                    |     |    |    |
| _____ 24 | Made date left open? Yes  |     | No |    |
| _____ 25 | "None" in <b>BF</b> after additional provisions?                        |     |    |    |
| _____ 26 | Late justification letter needed? Attached?                             |     |    |    |
| _____ 27 | Lessor's tenancy indicated?   |     |    |    |
| _____ 28 | COFRS routing; printout attached? Filled in recitals?                   |     |    |    |
| _____ 29 | COFRS PO/SC Input Form attached?  |     |    |    |
| _____ 30 | General Review OK   |     |    |    |
| _____ 31 | Changes <b>BF</b> lined out or <b>BF</b> added?                         |     |    |    |
| _____ 32 | Rent Rate Reasonable?   |     |    |    |
| _____ 33 | Sublease acknowledge Master Lease? Attached?                            |     |    |    |
| _____ 34 | Notice addresses complete? <b>BF?</b>                                   |     |    |    |
| _____ 35 | Address to mail rent to complete? <b>BF?</b>                            |     |    |    |

\_\_\_\_\_ APPROVE

\_\_\_\_\_ DISAPPROVE

Comments:

**STATE OF COLORADO  
STATE BUILDINGS AND REAL ESTATE PROGRAMS  
REAL ESTATE PROGRAMS POLICIES AND PROCEDURES MANUAL**

**CHAPTER 2 - LEASING PROCEDURES**

**2.2 The Gross (short) lease form. (Short Form AC-395-53-01-0016-S)**

COMMENTS:

**NOTE: YOU MUST ADJUST THE PAGINATION WHEN YOU PRINT THIS DOCUMENT TO BE USED FOR A LEASE.**

This Lease Agreement is suitable for most leasing situations. The form has been reviewed and approved by the Attorney General and State Controller's offices. It does not contain Additional Rent provisions that are found in the long form lease (Document 2.3).

Any variations to the standard lease form must be kept to a minimum since much of the language is required by the State of Colorado Constitution, State Statutes or policies and therefore cannot be changed at all. If at any time a user of this form determines that a certain paragraph should not be included, (such as Paragraph #27, Broker Representation, when no broker is involved in the transaction), simply strike through the entire paragraph following such paragraph's number and title. That way a later reviewer of the lease can immediately determine if and where the lease differs from the standard form, and subsequent paragraphs need not be renumbered to preserve sequential numbering. **Any additions to the standard form language must be in bold type.**

Any terms and conditions unique to a particular lease may be succinctly stated under Paragraph #27, Additional Provisions in bold type.

When the wording of the standard lease is expected to be significantly changed to accommodate the agreement reached between the parties, the proposed language must be sent to Real Estate Programs for review and pre-approval before signature.

If a State Broker is utilized in negotiations, the broker will prepare the Lease Agreement.

**STATE OF COLORADO  
STATE BUILDINGS AND REAL ESTATE PROGRAMS  
REAL ESTATE PROGRAMS POLICIES AND PROCEDURES MANUAL**

**CHAPTER 2 - LEASING PROCEDURES**

**LEASE AGREEMENT  
[Improved Real Property]**

The printed portions of this form, except bold additions, have been reviewed by the State of Colorado Attorney General and approved by the State Controller. All additions to this form must be in bold type. All deletions must be shown by strike-through.

THIS LEASE AGREEMENT ("Lease") entered into by and between \_\_\_\_\_, a \_\_\_\_\_ whose address or principal place of business is \_\_\_\_\_, hereinafter referred to as "Landlord", and THE STATE OF COLORADO, acting by and through the **Department** \_\_\_\_\_, whose address is \_\_\_\_\_, hereinafter referred to as "Tenant". Both Landlord and Tenant shall be hereinafter referred to as "Parties" to this Lease.

WITNESSETH:

WHEREAS, Landlord is willing to lease the Premises, defined herein, and Tenant desires to lease the Premises pursuant to the terms of this Lease; and

WHEREAS, Authority to enter into this Lease exists in the Law, and funds have been budgeted, appropriated and otherwise made available and a sufficient unencumbered balance thereof remains available for payment. Required approvals, clearance and coordination have been accomplished from and with appropriate agencies..

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties hereto agree as follows:

1. PREMISES, TERM, RENT.

(A) Landlord hereby leases and demises unto Tenant the Premises, hereinafter referred to as "Premises" within the building located at \_\_\_\_\_, hereinafter referred to as "Building" (including land, improvements and other rights appurtenant thereto). The Premises, known and described as Suite \_\_\_\_, includes approximately \_\_\_\_\_ (\_\_\_\_) square feet of rentable floor area; the Premises being as shown on the plat attached hereto, made a part hereof and marked "Exhibit A".

(B) TO HAVE AND TO HOLD the same, together with all appurtenances, unto Tenant, for the term beginning the later of \_\_\_\_\_ or the date the Colorado State Controller approves the Lease ("Commencement Date"), and ending \_\_\_\_\_, at and for a monthly rental (the "Monthly Rent") for the full term as shown below:

<u>TERM DATE(S)</u>	<u>ANNUAL RENT/ RSF</u>	<u>REAL ESTATE PROPERTY TAXES RSF</u>	<u>ADJUSTED ANNUAL RENT/ RSF</u>	<u>MONTHLY RENT</u>	<u>TOTAL TERM RENT</u>
<b>Commencement Date -</b> _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
_____ - _____ **	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

CRS §39-3-124 exempts real property leased by the State of Colorado from the levy and collection of property taxes. Therefore, the Adjusted Annual Rent/RSF as shown above does not include the prior year Taxes of \$\_\_\_\_/rsf or any tax based upon real property as defined and required by Article 15 (i); when the current year Taxes are known, the Monthly Rent payment shall be adjusted accordingly.

**STATE OF COLORADO  
STATE BUILDINGS AND REAL ESTATE PROGRAMS  
REAL ESTATE PROGRAMS POLICIES AND PROCEDURES MANUAL**

**CHAPTER 2 - LEASING PROCEDURES**

\*\*For the Term (\_\_\_\_\_1, 2010 through \_\_\_\_\_, 2010) the Total Term Rent has been reduced by a rent credit equal to \$\_\_\_\_\_ per Exhibit D.

The Premises is to be used and occupied as **general office use** space. Payment of the Monthly Rent shall be made on the first of each month during the term hereof, to Landlord at:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

or at such place as Landlord from time to time designates by notice as provided herein, subject to the limitations and conditions set forth in Article 11, Fiscal Funding and Article 12, Federal Funding, herein.

If the term herein commences on a day other than the first day of a calendar month, then Tenant shall pay to Landlord the rental for the number of days that exist prior to the first day of the succeeding month, with a similar adjustment being made at the termination of the Lease.

**2. SERVICES.**

(A) Landlord Provided Services: Landlord shall provide to Tenant during the occupancy of said Premises, as a part of the rental consideration, the following services comparable to those provided by other office buildings of similar quality, size, age and location, in the \_\_\_\_\_ submarket. The services shall include but not necessarily be limited to the following:

1) Services to Premises.

(i) Heat, ventilation and cooling as required for the comfortable use and occupancy of the Premises during normal business hours. Landlord shall at all times be responsible for heat, ventilating and air conditioning (HVAC) services in quantities and distributions sufficient for Tenant's use of the Premises, including rebalancing of the HVAC distribution system as necessary, and also including service, repair and/or replacement of equipment, parts and accessories for the HVAC units and systems serving the Premises;

(ii) Janitorial services five (5) times per week, including interior and exterior window washing (exterior window washing a minimum of two (2) times per year);

(iii) Electric power as supplied by the local utility company. Tenant shall be entitled to its pro rata share of the base Building's electrical capacity for each floor on which Tenant occupies space;

(iv) Replacement of Building standard fluorescent tubes, light bulbs and ballasts as required from time to time as a result of normal usage.

2) Building Service.

(i) Domestic running water and necessary supplies in washrooms sufficient for the normal use thereof by occupants in the Building;

(ii) Access to and egress from the Premises, including elevator service maintenance, repair and replacement customary for buildings of similar age and quality, if included in the Building;

(iii) Snow removal, sidewalk repair and maintenance, landscape maintenance and trash removal services;

**STATE OF COLORADO  
STATE BUILDINGS AND REAL ESTATE PROGRAMS  
REAL ESTATE PROGRAMS POLICIES AND PROCEDURES MANUAL**

**CHAPTER 2 - LEASING PROCEDURES**

(iv) HVAC, lighting, electric power, domestic running water and janitorial service in those areas of the Building from time to time designated by Landlord for use by Tenant, in common with all tenants and other persons in the Building during normal business hours, but under the exclusive control of Landlord;

(v) A general directory board on which Tenant shall be entitled to have its name shown, provided that Landlord shall have exclusive control thereof and of the space thereon to be allocated to each Tenant;

(vi) Landlord shall at all times be responsible for paying real estate taxes and assessments, including real property taxes, special improvement district taxes or fees or other special district taxes or charges for which Tenant is not eligible for a tax exemption, subject to Article 15. Tenant shall be responsible for all taxes and assessments on Tenant's personal property, if any.

3) Maintenance, Repair and Replacement.

(i) Landlord shall operate, maintain, repair and replace the systems, facilities and equipment necessary for the proper operation of the Building and for provision of Landlord's services under Article 2. (A) 1) and 2) above and shall maintain and repair the foundations, structure and roof of the Building and repair damage to the Building which Landlord is obligated to insure against under this Lease.

4) Additional Services.

(i) Maintenance of parking lot and/or structure, maintenance of the external lighting devices for the Building parking lot and/or structure. Maintenance, repair and replacement of Tenant Improvements for damage caused by shifting or leaking of the foundation or of any other structural aspect or system of the Building.

(ii) Maintain the Premises in good repair and in tenantable condition during the term of this Lease. Landlord shall have the right to enter the Premises at reasonable times for the purpose of making necessary inspections, repairs or maintenance.

The "normal business hours" of operation of the Building shall be from 7:00 a.m. to 6:00 p.m. Monday through Friday and 8:00 a.m. to 2:00 p.m. on Saturdays, excepting legal holidays, which shall include New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas. Landlord shall provide additional hours of operation for the Premises upon 24 hours prior notice to Landlord from Tenant.

(B) Tenant Provided Services: None.

3. INTERRUPTION OF SERVICES. Notwithstanding anything in this Lease to the contrary, if there is an interruption in essential services to the Premises (including, but not limited to HVAC, electrical service, elevator service), and such interruption continues for a period of five (5) consecutive days, Tenant shall be entitled to an abatement of rent for the period that such services are not provided to the extent that such interruption interferes with the use of the Premises by Tenant. If such interruption continues for a period of ninety (90) **consecutive** days, Tenant may cancel and terminate this Lease without penalty.

4. WORK REQUIREMENTS. All tenant finish alterations in the Premises, now and hereafter undertaken, shall be designed and constructed in accordance with the technical design specifications of the Uniform Federal Accessibility Standards, latest edition. Prior to the Premises being occupied by Tenant, Landlord agrees to the tenant improvements described in Exhibit C, attached hereto and made apart hereof.

5. LANDLORD'S REPRESENTATIONS.

**STATE OF COLORADO  
STATE BUILDINGS AND REAL ESTATE PROGRAMS  
REAL ESTATE PROGRAMS POLICIES AND PROCEDURES MANUAL**

**CHAPTER 2 - LEASING PROCEDURES**

(A) Landlord represents that either:

1) no "asbestos response action", pursuant to that portion of the Colorado Air Quality Control Commission, Regulation 8 entitled Emission Standards for Asbestos, hereafter referred to as "Regulation 8", is contemplated as a part of the tenant finish for this Lease; or

2) in the event that an "asbestos response action" is contemplated as a part of the tenant improvements for this Lease, Landlord agrees to fully cooperate with Tenant in Tenant's exercise of its duties and responsibilities in accordance with Section V of Part B of Regulation 8.

(B) Landlord, in Landlord's sole opinion, represents that with respect to this Lease and the Premises, the Building meets the requirements of the Americans with Disabilities Act.

6. **LANDLORD'S OWNERSHIP.** Landlord warrants and represents itself to be the owner of, or the authorized representative or agent of the owner of, the Premises in the form and manner as stated herein. During the term of this Lease Landlord covenants and agrees to warrant and defend Tenant in the quiet, peaceable enjoyment and possession of the Premises. In the event of any dispute regarding Landlord's ownership, upon request from and at no cost to Tenant, Landlord shall immediately, furnish proof thereof by delivering to Tenant an "Ownership and Encumbrance Letter" issued by a properly qualified title insurance company.

7. **LEASE ASSIGNMENT.** Tenant shall not assign this Lease and shall not sublet the Premises, except to a desirable tenant for a similar use and purpose, and will not permit the use of said Premises to anyone, other than Tenant, its agents or employees, without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned, or delayed.

8. **EMINENT DOMAIN, TERMINATION OF LEASE.** If the Premises are taken via eminent domain, in whole or in part, then either Party may cancel and terminate this Lease and the current rent shall be properly apportioned to the date of such taking. In such event the entire damages which may be awarded shall be apportioned between Landlord and Tenant, as their interests appear.

9. **DAMAGE AND DESTRUCTION.** If the Premises are rendered untenable or unfit for Tenant's purposes by fire or other casualty, this Lease will immediately terminate and no rent shall accrue from the date of such fire or casualty. If the Premises are damaged by fire or other casualty so that there is partial destruction of such Premises or such damage as to render the Premises partially untenable or partially unfit for Tenant's purposes, either Party may, within five (5) days of such occurrence, terminate this Lease by giving written notice to the other Party. Such termination shall be effective not less than fifteen (15) days from the date of mailing of the notice. Rent shall be apportioned to the effective date of termination.

10. **HOLDING OVER.** Tenant shall become a month-to-month tenant if Tenant fails to vacate the Premises upon expiration or sooner termination of this Lease. The rent to be paid by Tenant during such continued occupancy shall be the same being paid by Tenant as of the date of expiration or sooner termination. Landlord and Tenant each hereby agree to give the other Party at least thirty (30) days written notice prior to termination of any holdover tenancy.

11. **FISCAL FUNDING.**

(A) As prescribed by State of Colorado Fiscal Rules and §23(B) below, this Lease is dependent upon the continuing availability of funds beyond the term of the State's current fiscal period ending upon the next succeeding June 30, as financial obligations of the State of Colorado payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. While the act of appropriation is a legislative act, Tenant will take appropriate actions under the laws applicable to Tenant to timely and properly budget for, request of and seek and pursue appropriation

**STATE OF COLORADO  
STATE BUILDINGS AND REAL ESTATE PROGRAMS  
REAL ESTATE PROGRAMS POLICIES AND PROCEDURES MANUAL**

**CHAPTER 2 - LEASING PROCEDURES**

of funds from the General Assembly of the State of Colorado permitting Tenant to make payments required hereunder during the period to which such appropriation applies. If funds are not appropriated, this Lease shall terminate at the end of the then current fiscal year, with no penalty or additional cost to Tenant. Tenant shall notify Landlord of such non-allocation of funds by sending written notice thereof to Landlord forty-five (45) days prior to the effective date of termination.

(B) Tenant's obligation to pay rent hereunder constitutes a current expense of Tenant payable exclusively from Tenant's funds and shall not in any way be construed to be a general obligation indebtedness of the State of Colorado or any agency or department thereof within the meaning of any provision of §§ 1,2,3,4, or 5 of Article XI of the Colorado Constitution, or any other constitutional or statutory limitation or requirement applicable to the State concerning the creation of indebtedness. Neither Tenant, nor Landlord on its behalf, has pledged the full faith and credit of the State, or any agency or department thereof to the payment of the charges hereunder, and this Lease shall not directly or contingently obligate the State or any agency or department thereof to apply money from, or levy or pledge any form of taxation to, the payments due hereunder.

12. **FEDERAL FUNDING.** If any or all funds for payment of this Lease are provided by the Federal Government, this Lease is subject to and contingent upon the continuing availability of Federal funds, and if such funds are not made available, Tenant may unilaterally terminate this Lease at the end of any month after providing ninety (90) days written advance termination notice to Landlord.

13. **NOTICE.** Any notice required or permitted by this Lease may be delivered in person or sent by registered or certified mail, return receipt requested, to the Party at the address as hereinafter provided, and if sent by mail it shall be effective when posted in the U.S. Mail Depository with sufficient postage attached thereto:

Landlord:

Tenant:

With a copy to:

Office of the State Architect  
Real Estate Programs  
1313 Sherman Street, Suite 319  
Denver, CO 80203

Notice of change of address shall be treated as any other notice.

14. **CONSENT.** Unless otherwise specifically provided, whenever consent or approval of Landlord or Tenant is required under the terms of this Lease, such consent or approval shall not be unreasonably withheld or delayed and shall be deemed to have been given if no response is received within thirty (30) days of the date the request was made. If either Party withholds any consent or approval, such Party shall, after written request, deliver to the other Party a written statement giving the reasons therefore.

15. **TENANT'S TAX EXEMPT STATUS.** The Parties acknowledge CRS §39-3-124(1)(b), effective January 1, 2009, exempts the Premises from levy and collection of property tax including Assessed Tax, Special Assessment Tax, Maintenance District, Local Improvement Assessment, Fees and Interest (collectively "Taxes") while leased by Tenant for State purposes and that Landlord shall not receive a levy for property taxes from the County Assessor on the Premises occupied by Tenant during the term of the Lease and any extensions thereof. Tenant shall timely file a copy of the Lease, and any extensions or amendments thereof, with the County Assessor. If the Lease terminates prior to the end date provided for

**STATE OF COLORADO  
STATE BUILDINGS AND REAL ESTATE PROGRAMS  
REAL ESTATE PROGRAMS POLICIES AND PROCEDURES MANUAL**

**CHAPTER 2 - LEASING PROCEDURES**

in Article 1(B), or any extension or amendments thereof (early termination), Tenant shall timely file notice of the early termination date with the County Assessor.

Tenant's Monthly Rent obligation, per Article 1 (B), shall be decreased by the amount of the reduction in Taxes on a monthly prorated basis. So long as Landlord receives an abatement of Taxes from the County Assessor, by reason of Tenant's operation as an agency or department of the State of Colorado:

- i. Tenant shall receive a credit against its Monthly Rent beginning with the Commencement Date based upon the current year Taxes. If the current year Taxes **(Insert Current Year - Example (2011))** are not yet available the prior year Taxes **(Insert Prior Year - Example (2010))** shall be used as an estimate until the current year Taxes are available. This credit shall be reconciled upon the availability of the current year Taxes; and
- ii. Beginning at the availability of the current year Taxes Tenant shall receive an on-going credit against its Monthly Rent based upon the current year Taxes.

16. **TENANT LIABILITY EXPOSURE.** Notwithstanding any other provision of this Lease to the contrary, no term or condition of this Lease shall be construed or interpreted as a waiver of any provision of the Colorado Governmental Immunity Act, CRS §24-10-101 et seq.. Liability for claims for injuries to persons or property arising out of the negligence of the State of Colorado, its departments, institutions, agencies, boards, officials and employees is controlled and limited by the provisions of CRS §24-10-101, et seq., and CRS §24-30-1501, et seq., All provisions of this Lease are controlled, limited and otherwise modified to limit any liability of Tenant in accordance with the foregoing cited statutes.

17. **SECURITY DEPOSIT.** Tenant shall not provide a security deposit to Landlord.

18. **INSURANCE.**

(A) Landlord Insurance. Landlord and Landlord's contractors shall carry and maintain the following insurance coverage with respect to the Premises during the Lease term:

1) Commercial General Liability Insurance covering operations by, or on behalf of, Landlord on an occurrence basis against claims for bodily injury, property damage and personal injury liability with minimum limits of (a) \$1,000,000 each occurrence; (b) \$2,000,000 general aggregate; (c) \$2,000,000 products and completed operations aggregate.

2) Property Insurance covering the Building, including the Premises, its equipment, and Landlord's interest in improvements and betterments on an "All Risk" basis, including where appropriate the perils of Flood and Earthquake. Coverage shall be written with a Replacement Cost valuation and include an agreed value provision. The deductible amount shall not exceed \$25,000 unless approved by Tenant. The policy shall also include a rental income extension.

3) Workers' Compensation Coverage for employees of Landlord as required by law and employer's liability insurance.

All policies shall be written with carriers approved to do business in the State of Colorado with an A.M. Best Rating of at least A- VII and shall contain a Waiver of Subrogation on behalf of Tenant. The above insurance policies shall include provisions preventing cancellation or non-renewal without at least 30 days prior notice to Landlord and Landlord shall forward such notice to the State within seven days of Landlord's receipt of such notice. Landlord shall provide Tenant certificates of Insurance confirming renewal of the coverage at least fifteen (15) days prior to expiration.

**STATE OF COLORADO  
STATE BUILDINGS AND REAL ESTATE PROGRAMS  
REAL ESTATE PROGRAMS POLICIES AND PROCEDURES MANUAL**

**CHAPTER 2 - LEASING PROCEDURES**

(B) Tenant Insurance. Tenant shall provide insurance on its inventory, equipment, and all other personal property located on the Premises against loss resulting from fire or other casualty at Tenant's sole cost. Tenant shall have the right to provide such insurance under a self-insurance program, or, at any time during the term of this Lease, to provide such insurance through an insurance company. With respect to general liability, Tenant is self insured in accordance with the provisions of the Colorado Governmental Immunity Act and the Colorado Risk Management Act, CRS §24-30-1501, et seq.

**19. CONVEYANCE OF THE PREMISES, ASSUMPTION OF LEASE, ATTORNMENT AND NON-DISTURBANCE.**

(A) If Landlord assigns this Lease or if the Premises are sold, transferred or conveyed, (all collectively called "Assignment"), within ten (10) days of the Assignment of the Lease, Landlord shall provide Tenant notice thereof pursuant to Article 13 of this Lease in a form substantially in conformity with that described in Exhibit B. Said notice shall include the name and address of the New Landlord (any assignee of this Lease, or any purchaser of the Premises, or any other successor owner or assignee of Landlord through foreclosure or deed in lieu of foreclosure [the "New Landlord"]), the New Landlord's Social Security or Federal Employer's Identification Number, and documentation evidencing the Lease Assignment, whether it be an assignment and assumption of Lease, deed or other transfer.

(B) If Landlord fails to provide Tenant the notice of Assignment provided for in the preceding paragraph (A) and Tenant receives written notice from a third-party claiming to be the New Landlord under a transaction constituting an Assignment of Lease, and the New Landlord provides Tenant the evidence of transfer specified in paragraph (A), Tenant shall provide Landlord written notice of the New Landlord's claim at the address provided for in Article 13. If Landlord does not contest the New Landlord's claim in writing to Tenant within ten (10) days from the date of Tenant's written Notice to Landlord, Tenant may recognize the New Landlord as Landlord under the Lease and shall thereafter pay the monthly rent and other obligations under the Lease to the New Landlord and Landlord shall have waived any further rights under the Lease and shall be barred from further rights thereunder, including, but not limited to, the right to receive rent.

(C) The New Landlord's title, right and interest in the Premises, however acquired, shall be subject to all Lease provisions, including, not limited to, the non-disturbance of Tenant's possession of the Premises and Tenant shall recognize the New Landlord as Landlord under the Lease. Tenant's attornment to the New Landlord shall not waive any rights of Tenant against the prior Landlord. All payments previously made by Tenant to the prior Landlord and all other previous actions taken by Tenant under the Lease shall be considered to have discharged those obligations of Tenant under the Lease. The New Landlord's acceptance of the rent payment provided for in the Lease shall constitute the New Landlord's assumption of the Lease and obligations of the Landlord's thereunder.

**20. COLLOCATION.** If the State builds, leases, or otherwise acquires a building for the purpose of collocating State agencies in one area, or designates an existing State-owned building for such collocation of Tenant, this Lease may be terminated by Tenant by giving written notice to Landlord not less than sixty (60) days prior to the termination date. Tenant shall not be liable to further perform any of its obligations under this Lease, including, but not limited to rental payments, following the date of such termination.

**21. INDEPENDENT CONTRACTOR.** 4 CCR §801-2. The Landlord shall perform its duties hereunder as an independent contractor and not as an employee. Neither Landlord nor any agent or employee of Landlord shall be or shall be deemed to be an agent or employee of the State. Landlord shall pay when due all required employment taxes and income tax and local head tax on any monies paid by the State pursuant to this Lease. Landlord acknowledges that Landlord and its employees are not entitled to unemployment insurance benefits unless Landlord or third party provides such coverage and that the State does not pay for or otherwise provide such coverage. Landlord shall not have authorization, express or implied, to bind the State to any agreements, liability, or understanding except as expressly set forth herein. Landlord shall provide and keep in force Workers' Compensation (and provide proof of

**STATE OF COLORADO  
STATE BUILDINGS AND REAL ESTATE PROGRAMS  
REAL ESTATE PROGRAMS POLICIES AND PROCEDURES MANUAL**

**CHAPTER 2 - LEASING PROCEDURES**

such insurance when requested by the State) and unemployment compensation insurance in the amounts required by law, and shall be solely responsible for the acts of Landlord, its employees and agents.

22. NO VIOLATION OF LAW.

(A) CRS §18-8-301, et seq. and CRS §18-8-401, et seq. The signatories hereto aver that they are familiar with CRS §18-8-301, et seq., (Bribery and Corrupt Influences) and CRS §18-8-401, et seq., (Abuse of Public Office), and that no violation of such statutes has occurred under this Lease.

(B) CRS §24-76.5-101. Landlord, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that he or she (a) is a citizen or otherwise lawfully present in the United State pursuant to federal law, (b) shall comply with the provisions of CRS §24-76.5-101 et seq., and (c) has produced one form of identification required by CRS §24-76.5-103 prior to the effective date of this Lease.

23. COLORADO SPECIAL PROVISIONS

(A). CONTROLLER'S APPROVAL. CRS §24-30-202(1). This contract shall not be valid until it has been approved by the Colorado State Controller or designee.

(B) FUND AVAILABILITY. CRS §24-30-202(5.5). Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

(C). CHOICE OF LAW. Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Lease. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision incorporated herein by reference which purports to negate this or any other Special Provision in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this contract, to the extent capable of execution. The Landlord shall strictly adhere to all applicable federal and State laws, rules, and regulations that have been or may hereafter be established, including those dealing with discrimination and unfair employment practice, in performing its obligations under the Lease.

(D) LANDLORD/VENDOR OFFSET. CRS §§24-30-202 (1) and 24-30-202.4. Subject to CRS §24-30-202.4 (3.5), the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: **(a)** unpaid child support debts or child support arrearages; **(b)** unpaid balances of tax, accrued interest, or other charges specified in CRS §39-21-101, et seq.; **(c)** unpaid loans due to the Student Loan Division of the Department of Higher Education; **(d)** amounts required to be paid to the Unemployment Compensation Fund; and **(e)** other unpaid debts owing to the State as a result of final agency determination or judicial action.

(E) EMPLOYEE FINANCIAL INTEREST. CRS §24-18-201 and CRS §24-50-507. The signatories aver that to their knowledge, no State employee has any personal or beneficial interest whatsoever in the service or property described herein.

24. BROKER REPRESENTATION: Landlord and Tenant acknowledge that \_\_\_\_\_ is acting as a Landlord Agent on behalf of Landlord in this transaction and \_\_\_\_\_ is acting as a Tenant Agent on behalf of Tenant in this transaction. Further, Landlord and Tenant acknowledge that in consideration of \_\_\_\_\_ acting, as a Tenant Agent on behalf of the State of Colorado

**STATE OF COLORADO  
STATE BUILDINGS AND REAL ESTATE PROGRAMS  
REAL ESTATE PROGRAMS POLICIES AND PROCEDURES MANUAL**

**CHAPTER 2 - LEASING PROCEDURES**

in this transaction, will receive a leasing commission by separate agreement with \_\_\_\_\_.

**25. GENERAL PROVISIONS**

A. Binding Effect. All provisions herein contained, including the benefits and burdens, shall extend to and be binding upon the Parties' respective heirs, legal representatives, successors, and assigns.

B. Captions. The captions and headings in this Lease are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions.

C. Construction Against Drafter. In the event of an ambiguity in this Lease the rule of Lease construction that ambiguities shall be construed against the drafter shall not apply and the Parties hereto shall be treated as equals and no Party shall be treated with favor or disfavor.

D. Counterparts. This Lease may be executed in multiple identical original counterparts, all of which shall constitute one agreement.

E. Entire Understanding. This Lease represents the complete integration of all understandings between the Parties and all prior representations and understandings, oral or written, are merged herein. Prior or contemporaneous additions, deletions, or other changes hereto shall not have any force or effect whatsoever, unless embodied herein.

F. Jurisdiction and Venue. All suits or actions related to this Lease shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

**G. Modification.**

i. By the Parties. Except as specifically provided in this Lease, modifications hereof shall not be effective unless agreed to in writing by the Parties in an amendment hereto, properly executed and approved in accordance with applicable Colorado State law, State Fiscal Rules, and Office of the State Controller Policies, including, but not limited to, the policy entitled MODIFICATION OF LEASES - TOOLS AND FORMS.

ii. By Operation of Law. This Lease is subject to such modifications as may be required by changes in Federal or Colorado State law, or their implementing regulations. Any such required modification automatically shall be incorporated into and be part of this Lease on the effective date of such change, as if fully set forth herein.

H. Order of Precedence. The provisions of this Lease shall govern the relationship of the State and Landlord. In the event of conflicts or inconsistencies between this Lease and its exhibits and attachments, including, but not limited to, those provided by Landlord, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

- i. Colorado Special Provisions,
- ii. The remaining provisions of the main body of this Lease,
- iii. Exhibit A,
- iv. Exhibit B,
- v. Exhibit C.

I. Severability. Provided this Lease can be executed and performance of the obligations of the Parties accomplished within its intent, the provisions hereof are severable and any provision that is declared invalid or becomes inoperable for any reason shall not affect the validity of any other provision

**STATE OF COLORADO  
STATE BUILDINGS AND REAL ESTATE PROGRAMS  
REAL ESTATE PROGRAMS POLICIES AND PROCEDURES MANUAL**

**CHAPTER 2 - LEASING PROCEDURES**

hereof, provided that the Parties can continue to perform their obligations under this Lease in accordance with its intent.

J. Survival of Certain Lease Terms. Notwithstanding anything herein to the contrary, provisions of this Lease requiring continued performance, compliance, or effect after termination hereof, shall survive such termination and shall be enforceable by the State if Landlord fails to perform or comply as required.

K. Taxes Other than Real Property. The State is exempt from all federal excise taxes under IRC Chapter 32 (No. 84-730123K) and from all State and local government sales and use taxes under CRS §§39-26-101 and 201 et seq. Such exemptions apply when materials are purchased or services are rendered to benefit the State; provided however, that certain political subdivisions (e.g., City of Denver) may require payment of sales or use taxes even though the product or service is provided to the State. Landlord shall be solely liable for paying such taxes as the State is prohibited from paying or reimbursing Landlord for such taxes.

L. Third Party Beneficiaries. Enforcement of this Lease and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Lease are incidental to the Lease, and do not create any rights for such third parties.

M. Waiver. Waiver of any breach under a term, provision, or requirement of this Lease or any right or remedy hereunder, whether explicitly or by lack of enforcement, shall not be construed or deemed as a waiver of any subsequent breach of such term, provision or requirement, or of any other term, provision, or requirement.

26. ADDITIONAL RENT. None

27. ADDITIONAL PROVISIONS. None

**STATE OF COLORADO  
STATE BUILDINGS AND REAL ESTATE PROGRAMS  
REAL ESTATE PROGRAMS POLICIES AND PROCEDURES MANUAL**

**CHAPTER 2 - LEASING PROCEDURES**

IN WITNESS WHEREOF, the Parties hereto have executed this Lease

**LANDLORD**

**TENANT**

STATE OF COLORADO  
John W. Hickenlooper, Governor  
The Department of

By: \_\_\_\_\_  
Authorized Signatory

By: \_\_\_\_\_  
Executive Director

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Title (Print)

Date: \_\_\_\_\_

**REAL ESTATE PROGRAMS**

STATE OF COLORADO  
John W. Hickenlooper, Governor  
DEPARTMENT OF PERSONNEL &  
ADMINISTRATION  
Office of State Architect, For the Executive Director

By: \_\_\_\_\_

Date: \_\_\_\_\_

**ALL CONTRACTS MUST BE APPROVED BY THE  
STATE CONTROLLER:**

**CRS 24-30-202 requires that the State Controller approve all State contracts. This contract is not valid until the State Controller, or such assistant as he may delegate, has signed it. The Landlord is not authorized to begin performance until the contract is signed and dated below. If performance begins prior to the date below, the State of Colorado may not be obligated to pay for the good and/or services provided.**

**OFFICE OF RISK MANAGEMENT**

STATE OF COLORADO  
John W. Hickenlooper, Governor  
DEPARTMENT OF PERSONNEL &  
ADMINISTRATION  
For the Executive Director

By: \_\_\_\_\_  
State Risk Manager

Date: \_\_\_\_\_

STATE OF COLORADO  
John W. Hickenlooper, Governor  
STATE CONTROLLER'S OFFICE  
State Controller (or authorized Delegate)

By: \_\_\_\_\_

Date: \_\_\_\_\_

**LEGAL REVIEW**

DEPARTMENT OF LAW  
John Suthers, Colorado Attorney General  
ATTORNEY GENERAL (or authorized Delegate)

By: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF COLORADO  
STATE BUILDINGS AND REAL ESTATE PROGRAMS  
REAL ESTATE PROGRAMS POLICIES AND PROCEDURES MANUAL

CHAPTER 2 - LEASING PROCEDURES

2.3 The Base Year (long) lease form. (Long Form AC-395-01-0016-L)

COMMENTS:

**NOTE: YOU MUST ADJUST THE PAGINATION WHEN YOU PRINT THIS DOCUMENT TO BE USED FOR A LEASE.**

This Lease Agreement is suitable for leasing situations involving payment of additional rent (operating expenses). The form has been reviewed and approved by the Attorney General's and State Controller's offices. This form contains additional Rent provisions not found in the short form lease which specifically set out an agreement between the parties, and a formula for carrying out such agreement, whereby the Lessee agrees to pay additional rent to Lessor, over and above the stated base rent, over the life of the lease, to cover Lessor's increase expenses based upon increased costs of building maintenance and repair, such as insurance, utilities, etc.

This form is almost always used by an agency only when it is involved in a considerably more complicated lease agreement than are the vast majority of lease agreements. Very rarely will an agency use this Long Form lease without the active involvement of Real Estate Programs or the services of the State's Tenant Brokers.

Since this form is usually the basic form for the more complicated and extensive State leases, it often contains numerous customized additions, such as an option to purchase, an option to renew, and/or a provision for certain renovations to the premises part way through the lease term. **Any additions to the standard form language must be in bold type. If certain provisions are not included, do not delete wording but indicate by strikethrough and retain numbering.**

**STATE OF COLORADO  
STATE BUILDINGS AND REAL ESTATE PROGRAMS  
REAL ESTATE PROGRAMS POLICIES AND PROCEDURES MANUAL**

**CHAPTER 2 - LEASING PROCEDURES**

**LEASE AGREEMENT  
[Improved Real Property]**

The printed portions of this form, except bold additions, have been reviewed by the State of Colorado Attorney General and approved by the State Controller. All additions to this form must be in bold type. All deletions must be shown by strike-through.

THIS LEASE AGREEMENT ("Lease") entered into by and between \_\_\_\_\_, a \_\_\_\_\_ whose address or principal place of business is \_\_\_\_\_, hereinafter referred to as "Landlord", and THE STATE OF COLORADO, acting by and through the **Department** \_\_\_\_\_, whose address is \_\_\_\_\_, hereinafter referred to as "Tenant". Both Landlord and Tenant shall be hereinafter referred to as "Parties" to this Lease.

WITNESSETH:

WHEREAS, Landlord is willing to lease the Premises, defined herein, and Tenant desires to lease the Premises pursuant to the terms of this Lease; and

WHEREAS, Authority to enter into this Lease exists in the Law, and funds have been budgeted, appropriated and otherwise made available and a sufficient unencumbered balance thereof remains available for payment. Required approvals, clearance and coordination have been accomplished from and with appropriate agencies.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties hereto agree as follows:

1. PREMISES, TERM, RENT.

(A) Landlord hereby leases and demises unto Tenant the Premises, hereinafter referred to as "Premises" within the building located at \_\_\_\_\_, hereinafter referred to as "Building" (including land, improvements and other rights appurtenant thereto). The Premises, known and described as Suite \_\_\_\_, includes approximately \_\_\_\_\_ (\_\_\_\_) square feet of rentable floor area; the Premises being as shown on the plat attached hereto, made a part hereof and marked "Exhibit A".

(B) TO HAVE AND TO HOLD the same, together with all appurtenances, unto Tenant, for the term beginning the later of \_\_\_\_\_ or the date the Colorado State Controller approves the Lease ("Commencement Date"), and ending \_\_\_\_\_, at and for a monthly rental (the "Monthly Rent") for the full term as shown below:

<u>TERM DATE(S)</u>	<u>ANNUAL RENT/ RSF</u>	<u>REAL ESTATE PROPERTY TAXES RSF</u>	<u>ADJUSTED ANNUAL RENT/ RSF</u>	<u>MONTHLY RENT</u>	<u>TOTAL TERM RENT</u>
<b>Commencement</b>					
<b>Date - _____</b>	<b>\$ _____</b>	<b>\$ _____</b>	<b>\$ _____</b>	<b>\$ _____</b>	<b>\$ _____</b>
<b>_____ - _____**</b>	<b>\$ _____</b>	<b>\$ _____</b>	<b>\$ _____</b>	<b>\$ _____</b>	<b>\$ _____</b>

CRS §39-3-124 exempts real property leased by the State of Colorado from the levy and collection of property taxes. Therefore, the Adjusted Annual Rent/RSF as shown above does not include the prior year Taxes of \$\_\_\_\_/rsf or any tax based upon real property as defined and required by Article 15 (i); when the current year Taxes are known, the Monthly Rent payment shall be adjusted accordingly

**STATE OF COLORADO  
STATE BUILDINGS AND REAL ESTATE PROGRAMS  
REAL ESTATE PROGRAMS POLICIES AND PROCEDURES MANUAL**

**CHAPTER 2 - LEASING PROCEDURES**

\*\*For the Term (\_\_\_\_\_1, 2010 through \_\_\_\_\_, 2010) the Total Term Rent has been reduced by a rent credit equal to \$\_\_\_\_\_ per Exhibit D.

The Premises is to be used and occupied as **general office use** space. Payment of the Monthly Rent shall be made on the first of each month during the term hereof, to Landlord at:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

or at such place as Landlord from time to time designates by notice as provided herein, subject to the limitations and conditions set forth in Article 11, Fiscal Funding and Article 12, Federal Funding, herein.

If the term herein commences on a day other than the first day of a calendar month, then Tenant shall pay to Landlord the rental for the number of days that exist prior to the first day of the succeeding month, with a similar adjustment being made at the termination of the Lease.

**2. SERVICES.**

(A) Landlord Provided Services: Landlord shall provide to Tenant during the occupancy of said Premises, as a part of the rental consideration, the following services comparable to those provided by other office buildings of similar quality, size, age and location, in the \_\_\_\_\_ submarket. The services shall include but not necessarily be limited to the following:

2) Services to Premises.

(i) Heat, ventilation and cooling as required for the comfortable use and occupancy of the Premises during normal business hours. Landlord shall at all times be responsible for heat, ventilating and air conditioning (HVAC) services in quantities and distributions sufficient for Tenant's use of the Premises, including rebalancing of the HVAC distribution system as necessary, and also including service, repair and/or replacement of equipment, parts and accessories for the HVAC units and systems serving the Premises;

(ii) Janitorial services five (5) times per week, including interior and exterior window washing (exterior window washing a minimum of two (2) times per year);

(iii) Electric power as supplied by the local utility company. Tenant shall be entitled to its pro rata share of the base Building's electrical capacity for each floor on which Tenant occupies space;

(iv) Replacement of Building standard fluorescent tubes, light bulbs and ballasts as required from time to time as a result of normal usage.

3) Building Service.

(i) Domestic running water and necessary supplies in washrooms sufficient for the normal use thereof by occupants in the Building;

(ii) Access to and egress from the Premises, including elevator service maintenance, repair and replacement customary for buildings of similar age and quality, if included in the Building;

(iii) Snow removal, sidewalk repair and maintenance, landscape maintenance and trash removal services;

(iv) HVAC, lighting, electric power, domestic running water and janitorial service in those areas of the Building from time to time designated by Landlord for use by Tenant, in common with

**STATE OF COLORADO  
STATE BUILDINGS AND REAL ESTATE PROGRAMS  
REAL ESTATE PROGRAMS POLICIES AND PROCEDURES MANUAL**

**CHAPTER 2 - LEASING PROCEDURES**

(vii) all tenants and other persons in the Building during normal business hours, but under the exclusive control of Landlord;

(viii) A general directory board on which Tenant shall be entitled to have its name shown, provided that Landlord shall have exclusive control thereof and of the space thereon to be allocated to each Tenant;

(ix) Landlord shall at all times be responsible for paying real estate taxes and assessments, including real property taxes, special improvement district taxes or fees or other special district taxes or charges for which Tenant is not eligible for a tax exemption, subject to Article 15. Tenant shall be responsible for all taxes and assessments on Tenant's personal property, if any.

3) Maintenance, Repair and Replacement.

(i) Landlord shall operate, maintain, repair and replace the systems, facilities and equipment necessary for the proper operation of the Building and for provision of Landlord's services under Article 2. (A) 1) and 2) above and shall maintain and repair the foundations, structure and roof of the Building and repair damage to the Building which Landlord is obligated to insure against under this Lease.

4) Additional Services.

(iii) Maintenance of parking lot and/or structure, maintenance of the external lighting devices for the Building parking lot and/or structure. Maintenance, repair and replacement of Tenant Improvements for damage caused by shifting or leaking of the foundation or of any other structural aspect or system of the Building.

(iv) Maintain the Premises in good repair and in tenantable condition during the term of this Lease. Landlord shall have the right to enter the Premises at reasonable times for the purpose of making necessary inspections, repairs or maintenance.

The "normal business hours" of operation of the Building shall be from 7:00 a.m. to 6:00 p.m. Monday through Friday and 8:00 a.m. to 2:00 p.m. on Saturdays, excepting legal holidays, which shall include New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas. Landlord shall provide additional hours of operation for the Premises upon 24 hours prior notice to Landlord from Tenant.

(B) Tenant Provided Services: None.

3. INTERRUPTION OF SERVICES. Notwithstanding anything in this Lease to the contrary, if there is an interruption in essential services to the Premises (including, but not limited to HVAC, electrical service, elevator service), and such interruption continues for a period of five (5) consecutive days, Tenant shall be entitled to an abatement of rent for the period that such services are not provided to the extent that such interruption interferes with the use of the Premises by Tenant. If such interruption continues for a period of ninety (90) **consecutive** days, Tenant may cancel and terminate this Lease without penalty.

4. WORK REQUIREMENTS. All tenant finish alterations in the Premises, now and hereafter undertaken, shall be designed and constructed in accordance with the technical design specifications of the Uniform Federal Accessibility Standards, latest edition. Prior to the Premises being occupied by Tenant, Landlord agrees to the tenant improvements described in Exhibit C, attached hereto and made apart hereof.

5. LANDLORD'S REPRESENTATIONS.

(A) Landlord represents that either:

**STATE OF COLORADO  
STATE BUILDINGS AND REAL ESTATE PROGRAMS  
REAL ESTATE PROGRAMS POLICIES AND PROCEDURES MANUAL**

**CHAPTER 2 - LEASING PROCEDURES**

1) no "asbestos response action", pursuant to that portion of the Colorado Air Quality Control Commission, Regulation 8 entitled Emission Standards for Asbestos, hereafter referred to as "Regulation 8", is contemplated as a part of the tenant finish for this Lease; or

2) in the event that an "asbestos response action" is contemplated as a part of the tenant improvements for this Lease, Landlord agrees to fully cooperate with Tenant in Tenant's exercise of its duties and responsibilities in accordance with Section V of Part B of Regulation 8.

(B) Landlord, in Landlord's sole opinion, represents that with respect to this Lease and the Premises, the Building meets the requirements of the Americans with Disabilities Act.

6. **LANDLORD'S OWNERSHIP.** Landlord warrants and represents itself to be the owner of, or the authorized representative or agent of the owner of, the Premises in the form and manner as stated herein. During the term of this Lease Landlord covenants and agrees to warrant and defend Tenant in the quiet, peaceable enjoyment and possession of the Premises. In the event of any dispute regarding Landlord's ownership, upon request from and at no cost to Tenant, Landlord shall immediately, furnish proof thereof by delivering to Tenant an "Ownership and Encumbrance Letter" issued by a properly qualified title insurance company.

7. **LEASE ASSIGNMENT.** Tenant shall not assign this Lease and shall not sublet the Premises, except to a desirable tenant for a similar use and purpose, and will not permit the use of said Premises to anyone, other than Tenant, its agents or employees, without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned, or delayed.

8. **EMINENT DOMAIN, TERMINATION OF LEASE.** If the Premises are taken via eminent domain, in whole or in part, then either Party may cancel and terminate this Lease and the current rent shall be properly apportioned to the date of such taking. In such event the entire damages which may be awarded shall be apportioned between Landlord and Tenant, as their interests appear.

9. **DAMAGE AND DESTRUCTION.** If the Premises are rendered untenable or unfit for Tenant's purposes by fire or other casualty, this Lease will immediately terminate and no rent shall accrue from the date of such fire or casualty. If the Premises are damaged by fire or other casualty so that there is partial destruction of such Premises or such damage as to render the Premises partially untenable or partially unfit for Tenant's purposes, either Party may, within five (5) days of such occurrence, terminate this Lease by giving written notice to the other Party. Such termination shall be effective not less than fifteen (15) days from the date of mailing of the notice. Rent shall be apportioned to the effective date of termination.

10. **HOLDING OVER.** Tenant shall become a month-to-month tenant if Tenant fails to vacate the Premises upon expiration or sooner termination of this Lease. The rent to be paid by Tenant during such continued occupancy shall be the same being paid by Tenant as of the date of expiration or sooner termination. Landlord and Tenant each hereby agree to give the other Party at least thirty (30) days written notice prior to termination of any holdover tenancy.

11. **FISCAL FUNDING.**

(A) As prescribed by State of Colorado Fiscal Rules and §23(B) below, this Lease is dependent upon the continuing availability of funds beyond the term of the State's current fiscal period ending upon the next succeeding June 30, as financial obligations of the State of Colorado payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. While the act of appropriation is a legislative act, Tenant will take appropriate actions under the laws applicable to Tenant to timely and properly budget for, request of and seek and pursue appropriation of funds from the General Assembly of the State of Colorado permitting Tenant to make payments required hereunder during the period to which such appropriation applies. If funds are not appropriated, this Lease shall terminate at the end of the then current fiscal year, with no penalty or additional cost to

**STATE OF COLORADO  
STATE BUILDINGS AND REAL ESTATE PROGRAMS  
REAL ESTATE PROGRAMS POLICIES AND PROCEDURES MANUAL**

**CHAPTER 2 - LEASING PROCEDURES**

Tenant. Tenant shall notify Landlord of such non-allocation of funds by sending written notice thereof to Landlord forty-five (45) days prior to the effective date of termination.

(B) Tenant's obligation to pay rent hereunder constitutes a current expense of Tenant payable exclusively from Tenant's funds and shall not in any way be construed to be a general obligation indebtedness of the State of Colorado or any agency or department thereof within the meaning of any provision of §§ 1,2,3,4, or 5 of Article XI of the Colorado Constitution, or any other constitutional or statutory limitation or requirement applicable to the State concerning the creation of indebtedness. Neither Tenant, nor Landlord on its behalf, has pledged the full faith and credit of the State, or any agency or department thereof to the payment of the charges hereunder, and this Lease shall not directly or contingently obligate the State or any agency or department thereof to apply money from, or levy or pledge any form of taxation to, the payments due hereunder.

12. FEDERAL FUNDING. If any or all funds for payment of this Lease are provided by the Federal Government, this Lease is subject to and contingent upon the continuing availability of Federal funds, and if such funds are not made available, Tenant may unilaterally terminate this Lease at the end of any month after providing ninety (90) days written advance termination notice to Landlord.

13. NOTICE. Any notice required or permitted by this Lease may be delivered in person or sent by registered or certified mail, return receipt requested, to the Party at the address as hereinafter provided, and if sent by mail it shall be effective when posted in the U.S. Mail Depository with sufficient postage attached thereto:

Landlord:

Tenant:

With a copy to:

Office of the State Architect  
Real Estate Programs  
1313 Sherman Street, Suite 319  
Denver, CO 80203

Notice of change of address shall be treated as any other notice.

14. CONSENT. Unless otherwise specifically provided, whenever consent or approval of Landlord or Tenant is required under the terms of this Lease, such consent or approval shall not be unreasonably withheld or delayed and shall be deemed to have been given if no response is received within thirty (30) days of the date the request was made. If either Party withholds any consent or approval, such Party shall, after written request, deliver to the other Party a written statement giving the reasons therefore.

15. TENANT'S TAX EXEMPT STATUS. The Parties acknowledge CRS §39-3-124(1)(b), effective January 1, 2009, exempts the Premises from levy and collection of property tax including Assessed Tax, Special Assessment Tax, Maintenance District, Local Improvement Assessment, Fees and Interest (collectively "Taxes") while leased by Tenant for State purposes and that Landlord shall not receive a levy for property taxes from the County Assessor on the Premises occupied by Tenant during the term of the Lease and any extensions thereof. Tenant shall timely file a copy of the Lease, and any extensions or amendments thereof, with the County Assessor. If the Lease terminates prior to the end date provided for in Article 1(B), or any extension or amendments thereof (early termination), Tenant shall timely file notice of the early termination date with the County Assessor.

**STATE OF COLORADO  
STATE BUILDINGS AND REAL ESTATE PROGRAMS  
REAL ESTATE PROGRAMS POLICIES AND PROCEDURES MANUAL**

**CHAPTER 2 - LEASING PROCEDURES**

Tenant's Monthly Rent obligation, per Article 1 (B), shall be decreased by the amount of the reduction in Taxes on a monthly prorated basis. So long as Landlord receives an abatement of Taxes from the County Assessor, by reason of Tenant's operation as an agency or department of the State of Colorado:

- i. Tenant shall receive a credit against its Monthly Rent beginning with the Commencement Date based upon the current year Taxes. If the current year Taxes **(Insert Current Year - Example (2011))** are not yet available the prior year Taxes **(Insert Prior Year - Example (2010))** shall be used as an estimate until the current year Taxes are available. This credit shall be reconciled upon the availability of the current year Taxes; and
- ii. Beginning at the availability of the current year Taxes Tenant shall receive an on-going credit against its Monthly Rent based upon the current year Taxes; and
- iii. Taxes will be excluded from the computation of "Base Year Operating Expenses" and computation of "Operating Expenses" under Article 26 (A).

16. **TENANT LIABILITY EXPOSURE.** Notwithstanding any other provision of this Lease to the contrary, no term or condition of this Lease shall be construed or interpreted as a waiver of any provision of the Colorado Governmental Immunity Act, CRS §24-10-101 et seq.. Liability for claims for injuries to persons or property arising out of the negligence of the State of Colorado, its departments, institutions, agencies, boards, officials and employees is controlled and limited by the provisions of CRS §24-10-101, et seq., and CRS §24-30-1501, et seq., All provisions of this Lease are controlled, limited and otherwise modified to limit any liability of Tenant in accordance with the foregoing cited statutes.

17. **SECURITY DEPOSIT.** Tenant shall not provide a security deposit to Landlord.

18. **INSURANCE.**

(A) **Landlord Insurance.** Landlord and Landlord's contractors shall carry and maintain the following insurance coverage with respect to the Premises during the Lease term:

1) Commercial General Liability Insurance covering operations by, or on behalf of, Landlord on an occurrence basis against claims for bodily injury, property damage and personal injury liability with minimum limits of (a) \$1,000,000 each occurrence; (b) \$2,000,000 general aggregate; (c) \$2,000,000 products and completed operations aggregate.

2) Property Insurance covering the Building, including the Premises, its equipment, and Landlord's interest in improvements and betterments on an "All Risk" basis, including where appropriate the perils of Flood and Earthquake. Coverage shall be written with a Replacement Cost valuation and include an agreed value provision. The deductible amount shall not exceed \$25,000 unless approved by Tenant. The policy shall also include a rental income extension.

3) Workers' Compensation Coverage for employees of Landlord as required by law and employer's liability insurance.

All policies shall be written with carriers approved to do business in the State of Colorado with an A.M. Best Rating of at least A- VII and shall contain a Waiver of Subrogation on behalf of Tenant. The above insurance policies shall include provisions preventing cancellation or non-renewal without at least 30 days prior notice to Landlord and Landlord shall forward such notice to the State within seven days of Landlord's receipt of such notice. Landlord shall provide Tenant certificates of Insurance confirming renewal of the coverage at least fifteen (15) days prior to expiration.

**STATE OF COLORADO  
STATE BUILDINGS AND REAL ESTATE PROGRAMS  
REAL ESTATE PROGRAMS POLICIES AND PROCEDURES MANUAL**

**CHAPTER 2 - LEASING PROCEDURES**

(B) Tenant Insurance. Tenant shall provide insurance on its inventory, equipment, and all other personal property located on the Premises against loss resulting from fire or other casualty at Tenant's sole cost. Tenant shall have the right to provide such insurance under a self-insurance program, or, at any time during the term of this Lease, to provide such insurance through an insurance company.

**STATE OF COLORADO  
STATE BUILDINGS AND REAL ESTATE PROGRAMS  
REAL ESTATE PROGRAMS POLICIES AND PROCEDURES MANUAL**

**CHAPTER 2 - LEASING PROCEDURES**

With respect to general liability, Tenant is self insured in accordance with the provisions of the Colorado Governmental Immunity Act and the Colorado Risk Management Act, CRS §24-30-1501, et seq.

**19. CONVEYANCE OF THE PREMISES, ASSUMPTION OF LEASE, ATTORNMENT AND NON-DISTURBANCE.**

(A) If Landlord assigns this Lease or if the Premises are sold, transferred or conveyed, (all collectively called "Assignment"), within ten (10) days of the Assignment of the Lease, Landlord shall provide Tenant notice thereof pursuant to Article 13 of this Lease in a form substantially in conformity with that described in Exhibit B. Said notice shall include the name and address of the New Landlord (any assignee of this Lease, or any purchaser of the Premises, or any other successor owner or assignee of Landlord through foreclosure or deed in lieu of foreclosure [the "New Landlord"]), the New Landlord's Social Security or Federal Employer's Identification Number, and documentation evidencing the Lease Assignment, whether it be an assignment and assumption of Lease, deed or other transfer.

(B) If Landlord fails to provide Tenant the notice of Assignment provided for in the preceding paragraph (A) and Tenant receives written notice from a third-party claiming to be the New Landlord under a transaction constituting an Assignment of Lease, and the New Landlord provides Tenant the evidence of transfer specified in paragraph (A), Tenant shall provide Landlord written notice of the New Landlord's claim at the address provided for in Article 13. If Landlord does not contest the New Landlord's claim in writing to Tenant within ten (10) days from the date of Tenant's written Notice to Landlord, Tenant may recognize the New Landlord as Landlord under the Lease and shall thereafter pay the monthly rent and other obligations under the Lease to the New Landlord and Landlord shall have waived any further rights under the Lease and shall be barred from further rights thereunder, including, but not limited to, the right to receive rent.

(C) The New Landlord's title, right and interest in the Premises, however acquired, shall be subject to all Lease provisions, including, not limited to, the non-disturbance of Tenant's possession of the Premises and Tenant shall recognize the New Landlord as Landlord under the Lease. Tenant's attornment to the New Landlord shall not waive any rights of Tenant against the prior Landlord. All payments previously made by Tenant to the prior Landlord and all other previous actions taken by Tenant under the Lease shall be considered to have discharged those obligations of Tenant under the Lease. The New Landlord's acceptance of the rent payment provided for in the Lease shall constitute the New Landlord's assumption of the Lease and obligations of the Landlord's thereunder.

**20. COLLOCATION.** If the State builds, leases, or otherwise acquires a building for the purpose of collocating State agencies in one area, or designates an existing State-owned building for such collocation of Tenant, this Lease may be terminated by Tenant by giving written notice to Landlord not less than sixty (60) days prior to the termination date. Tenant shall not be liable to further perform any of its obligations under this Lease, including, but not limited to rental payments, following the date of such termination.

**21. INDEPENDENT CONTRACTOR.** 4 CCR §801-2. The Landlord shall perform its duties hereunder as an independent contractor and not as an employee. Neither Landlord nor any agent or employee of Landlord shall be or shall be deemed to be an agent or employee of the State. Landlord shall pay when due all required employment taxes and income tax and local head tax on any monies paid by the State pursuant to this Lease. Landlord acknowledges that Landlord and its employees are not entitled to unemployment insurance benefits unless Landlord or third party provides such coverage and that the State does not pay for or otherwise provide such coverage. Landlord shall not have authorization, express or implied, to bind the State to any agreements, liability, or understanding except as expressly set forth herein. Landlord shall provide and keep in force Workers' Compensation (and provide proof of such insurance when requested by the State) and unemployment compensation insurance in the amounts required by law, and shall be solely responsible for the acts of Landlord, its employees and agents.

**22. NO VIOLATION OF LAW.**

**STATE OF COLORADO  
STATE BUILDINGS AND REAL ESTATE PROGRAMS  
REAL ESTATE PROGRAMS POLICIES AND PROCEDURES MANUAL**

**CHAPTER 2 - LEASING PROCEDURES**

(A) CRS §18-8-301, et seq. and CRS §18-8-401, et seq. The signatories hereto aver that they are familiar with CRS §18-8-301, et seq., (Bribery and Corrupt Influences) and CRS §18-8-401, et seq., (Abuse of Public Office), and that no violation of such statutes has occurred under this Lease.

(B) CRS §24-76.5-101. Landlord, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that he or she (a) is a citizen or otherwise lawfully present in the United State pursuant to federal law, (b) shall comply with the provisions of CRS §24-76.5-101 et seq., and (c) has produced one form of identification required by CRS §24-76.5-103 prior to the effective date of this Lease.

**23. COLORADO SPECIAL PROVISIONS**

(A). CONTROLLER'S APPROVAL. CRS §24-30-202(1). This contract shall not be valid until it has been approved by the Colorado State Controller or designee.

(B) FUND AVAILABILITY. CRS §24-30-202(5.5). Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

(C). CHOICE OF LAW. Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Lease. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision incorporated herein by reference which purports to negate this or any other Special Provision in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this contract, to the extent capable of execution. The Landlord shall strictly adhere to all applicable federal and State laws, rules, and regulations that have been or may hereafter be established, including those dealing with discrimination and unfair employment practice, in performing its obligations under the Lease.

(D) LANDLORD/VENDOR OFFSET. CRS §§24-30-202 (1) and 24-30-202.4.. Subject to CRS §24-30-202.4 (3.5), the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: **(a)** unpaid child support debts or child support arrearages; **(b)** unpaid balances of tax, accrued interest, or other charges specified in CRS §39-21-101, et seq.; **(c)** unpaid loans due to the Student Loan Division of the Department of Higher Education; **(d)** amounts required to be paid to the Unemployment Compensation Fund; and **(e)** other unpaid debts owing to the State as a result of final agency determination or judicial action.

(E) EMPLOYEE FINANCIAL INTEREST. CRS §24-18-201 and CRS §24-50-507. The signatories aver that to their knowledge, no State employee has any personal or beneficial interest whatsoever in the service or property described herein.

24. BROKER REPRESENTATION: Landlord and Tenant acknowledge that \_\_\_\_\_ is acting as a Landlord Agent on behalf of Landlord in this transaction and \_\_\_\_\_ is acting as a Tenant Agent on behalf of Tenant in this transaction. Further, Landlord and Tenant acknowledge that in consideration of \_\_\_\_\_ acting, as a Tenant Agent on behalf of the State of Colorado in this transaction, will receive a leasing commission by separate agreement with \_\_\_\_\_.

**25. GENERAL PROVISIONS**

A Binding Effect. All provisions herein contained, including the benefits and burdens, shall extend to and be binding upon the Parties' respective heirs, legal representatives, successors, and assigns.

**STATE OF COLORADO  
STATE BUILDINGS AND REAL ESTATE PROGRAMS  
REAL ESTATE PROGRAMS POLICIES AND PROCEDURES MANUAL**

**CHAPTER 2 - LEASING PROCEDURES**

B. Captions. The captions and headings in this Lease are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions.

C. Construction Against Drafter. In the event of an ambiguity in this Lease the rule of Lease construction that ambiguities shall be construed against the drafter shall not apply and the Parties hereto shall be treated as equals and no Party shall be treated with favor or disfavor.

D. Counterparts. This Lease may be executed in multiple identical original counterparts, all of which shall constitute one agreement.

E. Entire Understanding. This Lease represents the complete integration of all understandings between the Parties and all prior representations and understandings, oral or written, are merged herein. Prior or contemporaneous additions, deletions, or other changes hereto shall not have any force or effect whatsoever, unless embodied herein.

F. Jurisdiction and Venue. All suits or actions related to this Lease shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

G. Modification.

i. By the Parties. Except as specifically provided in this Lease, modifications hereof shall not be effective unless agreed to in writing by the Parties in an amendment hereto, properly executed and approved in accordance with applicable Colorado State law, State Fiscal Rules, and Office of the State Controller Policies, including, but not limited to, the policy entitled MODIFICATION OF LEASES - TOOLS AND FORMS.

ii. By Operation of Law. This Lease is subject to such modifications as may be required by changes in Federal or Colorado State law, or their implementing regulations. Any such required modification automatically shall be incorporated into and be part of this Lease on the effective date of such change, as if fully set forth herein.

H. Order of Precedence. The provisions of this Lease shall govern the relationship of the State and Landlord. In the event of conflicts or inconsistencies between this Lease and its exhibits and attachments, including, but not limited to, those provided by Landlord, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

- i. Colorado Special Provisions,
- ii. The remaining provisions of the main body of this Lease,
- iii. Exhibit A,
- iv. Exhibit B,
- v. Exhibit C.

I. Severability. Provided this Lease can be executed and performance of the obligations of the Parties accomplished within its intent, the provisions hereof are severable and any provision that is declared invalid or becomes inoperable for any reason shall not affect the validity of any other provision hereof, provided that the Parties can continue to perform their obligations under this Lease in accordance with its intent.

J. Survival of Certain Lease Terms. Notwithstanding anything herein to the contrary, provisions of this Lease requiring continued performance, compliance, or effect after termination hereof, shall survive such termination and shall be enforceable by the State if Landlord fails to perform or comply as required.

**STATE OF COLORADO  
STATE BUILDINGS AND REAL ESTATE PROGRAMS  
REAL ESTATE PROGRAMS POLICIES AND PROCEDURES MANUAL**

**CHAPTER 2 - LEASING PROCEDURES**

K. Taxes Other than Real Property. The State is exempt from all federal excise taxes under IRC Chapter 32 (No. 84-730123K) and from all State and local government sales and use taxes under CRS §§39-26-101 and 201 et seq. Such exemptions apply when materials are purchased or services are rendered to benefit the State; provided however, that certain political subdivisions (e.g., City of Denver) may require payment of sales or use taxes even though the product or service is provided to the State. Landlord shall be solely liable for paying such taxes as the State is prohibited from paying or reimbursing Landlord for such taxes.

L. Third Party Beneficiaries. Enforcement of this Lease and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Lease are incidental to the Lease, and do not create any rights for such third parties.

M. Waiver. Waiver of any breach under a term, provision, or requirement of this Lease or any right or remedy hereunder, whether explicitly or by lack of enforcement, shall not be construed or deemed as a waiver of any subsequent breach of such term, provision or requirement, or of any other term, provision, or requirement.

26. ADDITIONAL RENT. At the conclusion of the first Lease Year (as defined below) after the Lease Commencement Date, Tenant shall pay to Landlord as additional rent, hereinafter referred to as "Additional Rent", Tenant's Proportionate Share of any Operating Expenses in excess of Base Year Operating Expenses, provided however, that Additional Rent shall not increase more than 7% from the previous calendar year and in no event shall Tenant be responsible to pay Additional Rent in excess of such 7% limitation.

A) DEFINITIONS:

- (i) "Base Year Operating Expenses", means the actual Operating Expenses incurred in the Calendar Year 201\_ (estimated to be \$\_\_\_/rsf which has been adjusted by the prior year Tax rate of \$\_\_\_/rsf as defined and required by Article 15) adjusted for occupancy as specified in Article 26(A) 2) (iv) (hereinafter "Base Year Operating Expenses"). Landlord has not made any representation that Base Year Operating Expenses will equal, approximate or exceed the actual Operating Expenses for any Lease Year. "Excess Operating Expenses" shall mean the incremental amount of any Operating Expenses that exceed the Base Year Operating Expenses.
- (ii) "Rentable Area" means all rentable space available for lease in the Building calculated on the basis set forth in the Building Owners' and Managers' Association Publication #ANSI Z-65.1-1996 full-floor basis. If there is a significant change in the aggregate Rentable Area as a result of an addition to the Building, partial destruction thereof, modification to building design, or other circumstance which causes a reduction or increase thereto on a permanent basis, Landlord's Accountants, as said term is hereinafter defined, shall make such adjustments in the computations as shall be necessary to provide for any such change.
- (iii) "Tenant's Proportionate Share", means that fraction, the numerator of which is the total number of square feet of the Premises (i.e., \_\_\_\_\_ square feet) and the denominator of which is the Rentable Area (i.e., \_\_\_\_\_ square feet), and is equal to \_\_.\_\_\_\_%. At such time, if ever, as any space is added to the Premises, Tenant's Proportionate Share shall be increased accordingly. If this Lease is entered into prior to completion of the Building, and it is determined after completion that the Rentable Area or the square feet of the Premises, or both, are different than as stated in this subparagraph, Landlord shall notify Tenant and Tenant's Proportionate Share shall be recalculated accordingly. Notwithstanding anything contained herein to the contrary, the total number of square feet of the Premises used as the numerator in this subparagraph shall be \_\_\_\_\_ until such time as additional space is added by amendment to this Lease, at which time the rentable area of the additional space will be added to the \_\_\_\_\_ to determine Tenant's Proportionate Share.

**STATE OF COLORADO  
STATE BUILDINGS AND REAL ESTATE PROGRAMS  
REAL ESTATE PROGRAMS POLICIES AND PROCEDURES MANUAL**

**CHAPTER 2 - LEASING PROCEDURES**

- (iv) "Lease Year" means each twelve (12) month period beginning with the date the Lease term commenced, or any anniversary thereof, and ending on the same date one (1) year later. If the Lease Year is not concurrent with a calendar year, then Landlord reserves the right at any time to make all adjustments provided for herein on a calendar year basis, with an appropriate proration for the Lease Years in which such conversion is made and in which the term ends, and "Lease Year" as used in this subparagraph 26(A) shall thereafter be deemed to be a calendar year.
- (v) "Operating Expenses" means all operating expenses of any kind or nature, which are necessary, ordinary, or customarily incurred in connection with the operation and maintenance of the Building as reasonably determined by Landlord's Accountants. Operating expenses shall include the following:
- (1) **Except as provided in Article 15: "Taxes"**, which shall include all real property taxes and assessments levied against the Building by any governmental or quasi-governmental authority, including, but not limited to taxes, assessments, surcharges, service or other fees of a nature not presently in effect which shall hereafter be levied on the Building as a result of the use, ownership or operation of the Building, whether in lieu of or in addition to any current real estate taxes and assessments; provided, however, that any taxes which shall be levied on the rentals of the Building shall be determined as if the Building were Landlord's only property and provided that in no event shall the term "Taxes" include any federal, state, or local income taxes levied or assessed on Landlord, unless such taxes are a specific substitution for real property taxes. In no event shall Taxes include (A) any franchise, capital stock, estate or inheritance taxes; (B) any tax allocable to or measured by the rent payable hereunder, including without limitation, any gross receipts tax, or excise tax levied by any governmental or quasi-governmental body with respect to the receipt of such rent; (C) any tax assessed upon or with respect to the possession, leasing, operation, management, maintenance, alteration, or repair of the Building; or (D) any tax or assessment based on the occupancy by Tenant of the Premises or any portion thereof, unless such taxes described in subsections (A) through (D)) herein is expressly in lieu of, and not in addition to, any ad valorem tax upon the Building and the land upon which it is located. Taxes shall also include reasonable expenses incurred by Landlord for tax consultants and the cost of contesting the amount or validity of Taxes;
  - (2) Costs of supplies, including but not limited to the cost of "relamping" all Building standard Tenant lighting as the same may be required from time to time;
  - (3) Costs incurred in connection with obtaining and providing energy for the Building, including but not limited to costs of propane, butane, natural gas, steam, electricity, solar energy and fuel oils, coal or other energy sources;
  - (4) Costs of water and sanitary and storm drainage services;
  - (5) Costs of janitorial and security services;
  - (6) Costs of general maintenance and repairs, including costs under HVAC and other mechanical maintenance contracts; and repairs and replacements of equipment used in connection with such maintenance and repair work (excluding repairs and general maintenance of the roof, foundation and exterior walls of the Building, repairs and general maintenance paid by proceeds of insurance, or by Tenant or other third parties, and alterations attributable solely to tenants of the Building other than Tenant);
  - (7) Costs of maintenance and replacement of landscaping; and costs of maintenance of parking areas, common areas, plazas and other areas used by tenants of the Building, provided such areas are equally accessible to all tenants of the Building;

**STATE OF COLORADO  
STATE BUILDINGS AND REAL ESTATE PROGRAMS  
REAL ESTATE PROGRAMS POLICIES AND PROCEDURES MANUAL**

**CHAPTER 2 - LEASING PROCEDURES**

(8) Insurance premiums, including fire and all-risk coverage, together with loss of rent endorsement; public liability insurance, and any other insurance carried by Landlord on the Building or any component parts thereof provided said premiums are comparable with fair market rates. All such insurance shall be in such amounts as may be required by any mortgagee of Landlord or as Landlord may reasonably determine;

(9) Labor costs, including wages and other payments, costs to Landlord for worker's compensation and disability insurance, payroll taxes, welfare fringe benefits and all legal fees and other costs or expenses incurred in resolving any labor disputes, provided such expenses are incurred as a direct result of the operation and maintenance of the Building and provided further that said costs, fees, and expenses inclusive within this subparagraph hereof are exclusive of any costs, fees, or expenses contained in Article 26 (A) 1) (v)(10) herein under;

(10) Professional building management fees, provided that such fees are comparable to fees charged by other similar office buildings in the area;

(11) Legal, accounting, inspection, and other consultation fees (including reasonable fees charged by consultants retained by Landlord for services that are expressly designed to reduce and that results in a reduction in Operating Expenses or reasonably improve the operation, maintenance or state of repair of the Building) incurred in the ordinary course of operating the Building;

(12) The costs of capital improvements and structural repairs and replacements made in or to the Building in order to conform to changes, subsequent to the Lease Commencement Date, in any applicable laws, ordinances, rules, regulations, or orders of any governmental or quasi-governmental authority having jurisdiction over the Building (herein, "Required Capital Improvements"); the costs of any capital improvements and structural repairs and replacements designed expressly to reduce, and that results in the reduction of, Operating Expenses (herein, "Cost Savings Improvements"); and a reasonable annual reserve for all other capital improvements and structural repairs and replacements reasonably necessary to permit Landlord to maintain the Building. The expenditures for Required Capital Improvements shall be amortized over the useful life of such capital improvements or structural repair or replacement (as determined by Landlord's Accountants and Generally Accepted Accounting Principles [GAAP]); provided that the amortized amount of any Cost Savings Improvement shall be limited in any year to the reduction of Operating Expenses as a result thereof as reasonably determined by Landlord; and

(13) Reasonable costs incurred by Landlord's Accountants in engaging experts/consultants to assist them in making the computations required hereunder;

(vi) "Operating Expenses" shall not include:

(1) Costs of work, including painting and decorating and tenant change work, which Landlord performs for any tenant or in any tenant's space in the Building other than work of a kind and scope which Landlord would be obligated to furnish to all tenants whose leases contain a rental adjustment provision similar to this Lease;

(2) Cost of repairs or other work occasioned by fire, windstorm or other insured casualty to the extent of insurance proceeds received or by the exercise of eminent domain or any expenditures for which Landlord is reimbursed from any source;

(3) Leasing commissions, advertising expenses, and other cost incurred in leasing space in the Building including but not limited to attorneys' fees, costs and disbursements and other expenses incurred in connection with negotiations or disputes with tenants,

**STATE OF COLORADO  
STATE BUILDINGS AND REAL ESTATE PROGRAMS  
REAL ESTATE PROGRAMS POLICIES AND PROCEDURES MANUAL**

**CHAPTER 2 - LEASING PROCEDURES**

other occupants, or prospective tenants or occupants except to the extent incurred in connection with the negotiation and entering into of a sublease or lease assignment at the request of Tenant;

(4) Landlord's cost of electricity and other services that are sold to tenants and for which Landlord is entitled to be reimbursed by tenants as an additional charge or rental over and above the basic rent payable under the lease with such tenants;

(5) Costs of repairs or rebuilding necessitated by condemnation;

(6) Costs incurred by Landlord for alterations or improvements which are considered capital improvements or replacements under Generally Accepted Accounting Principles (GAAP), except where such capital improvement or replacement results in a net reduction in Operating Expenses after the cost of the improvement or replacement is amortized and charged to Tenant over the useful life of the improvement or replacement;

(7) Depreciation and amortization except as provided above;

(8) Expenses in connection with services or other benefits of a type which are not provided Tenant but which are provided to other tenants or occupants;

(9) Costs incurred due to violation by Landlord or any tenant of the terms and conditions of any lease;

(10) Overhead and profit increment paid to subsidiaries or affiliates of Landlord for services on or to the real property, to the extent that the costs of such services exceed competitive costs of such services were they not so rendered by a subsidiary or affiliate;

(11) Any interest on borrowed money or debt amortization, and rental under any ground or underlying lease or leases;

(12) Landlord's general overhead except as it directly relates to the operation and management of the Building;

(13) Any compensation paid to clerks, attendants or other persons in commercial concessions operated by Landlord;

(14) All items and services for which Tenant reimburses Landlord or pays a third person;

(15) Any costs, fines or penalties incurred due to violations by Landlord of any governmental rule or authority;

(16) Wages, salaries, or other compensation paid to any executive employees above the grade of building superintendent/manager;

(17) Costs for sculpture, painting or other objects of art;

(18) Costs incurred in the operation of the garage or other parking concessions, if applicable;

(19) Rentals and other related expenses incurred in leasing air conditioning systems, elevators, or other equipment ordinarily considered to be of a capital nature, except equipment which is used in providing janitorial services and which is not affixed to the Building;

**STATE OF COLORADO  
STATE BUILDINGS AND REAL ESTATE PROGRAMS  
REAL ESTATE PROGRAMS POLICIES AND PROCEDURES MANUAL**

**CHAPTER 2 - LEASING PROCEDURES**

(20) Costs incurred in the encapsulation, other treatment, or removal of asbestos or other substances detrimental to the health or the environment of Building occupants;

(21) The value or lost income to Landlord of any office space in the Building which is utilized for the management of the Building;

(22) Financial costs, including but not limited to points, commitment fees and legal fees;

(23) Costs incurred by Landlord to remedy any defects in the design of or materials used in, or the defective installation of the structural steel framing, roof, foundation and underground utility lines forming a part of or servicing the Building or the real property.

(24) Costs incurred in compliance with the Americans with Disabilities Act or statutes, laws, regulation or other legislation of similar import.

(vii) Notwithstanding anything contained herein to the contrary, if any lease entered into by Landlord with any tenant in the Building is on a so-called "net" basis, or provides for a separate basis of computation for any Operating Expenses with respect to its premises, then to the extent that Landlord's Accountants determine that an adjustment should be made in making the computations herein provided for, Landlord's Accountants shall be permitted to modify the computation of Operating Expenses for a particular Lease Year in order to eliminate or otherwise modify any such expenses which are paid for in whole or in part by such tenant provided such adjustments are fairly and consistently applied in a proportionate fashion to all tenants of the Building not on a so-called "net" or other computational basis thereof. Furthermore, in making any computations contemplated hereby, Landlord's Accountants shall also be permitted to make such adjustments and modifications to the provisions of this Article 26 (A) as shall be reasonably necessary to achieve the intention of the Parties hereto provided that Landlord notifies Tenant in writing at least thirty (30) days prior to execution of such adjustments and modifications.

(viii) Landlord's Accountants" means the individual or firm employed by Landlord from time to time to keep the books and records for the Building, and to prepare the federal and state income tax returns for Landlord with respect to the Building, all of which books and records shall be certified to by an appropriate representative of Landlord.

**B) Adjustment Mechanism:**

(i) Commencing in the calendar year "201\_" (hereinafter "Comparison Year"), Tenant shall pay Landlord as Additional Rent Tenant's Proportionate Share of any Excess Operating Expenses; provided, however, that Additional Rent shall not increase more than 7% from the previous calendar year and in no event shall Tenant be responsible to pay Additional Rent in excess of that 7% limitation. For each Lease Year beginning in the calendar year 201\_, Tenant shall pay to Landlord an estimate, as calculated herein, of Tenant's Additional Rent, which payment shall be paid to Landlord monthly in an amount equal to one-twelfth (1/12) of the estimate, if any, with an adjustment to be made between the Parties at a later date as hereinafter provided. On or before March 1st, following the end of each Lease Year, Landlord shall submit to Tenant a statement setting forth the exact amount of the Excess Operating Expenses, if any, for the Lease Year just completed and the estimated amount of any Additional Rent (Tenant's Proportionate Share of any Excess Operating Expense that was paid in accordance with this subparagraph) for such year. Such statement shall also set forth the amount of the estimated Additional Rent reimbursement, as limited above, for the new Lease Year computed by taking the estimated excess in Tenant's Proportionate Share of Operating Expenses for the new Lease Year in excess of Tenant's Proportionate Share of Base Year Operating Expenses and dividing it by the number of months remaining in the new Lease Year. To the extent that Additional Rent for any period covered by such statement is greater than the estimated amount which Tenant previously paid during the Lease Year just completed, Tenant shall pay to Landlord the difference, as calculated above, within thirty (30) days following receipt of said statement from Landlord. To the extent that

**STATE OF COLORADO  
STATE BUILDINGS AND REAL ESTATE PROGRAMS  
REAL ESTATE PROGRAMS POLICIES AND PROCEDURES MANUAL**

**CHAPTER 2 - LEASING PROCEDURES**

Additional Rent for the period covered by the statement is less than the estimated amount which Tenant previously paid during the Lease Year just completed, Landlord shall credit the difference against Tenant's estimated Additional Rent for the new Lease Year as stated above and such credit will be applied to the next payment or payments due from Tenant to Landlord. In addition, until Tenant receives such statement, Tenant's monthly Additional Rent amount applied to the new Lease Year shall continue to be paid at the rate for the previous Lease Year, but Tenant shall commence payment to Landlord of the monthly installments of reimbursement on the basis of the new statement beginning on the first day of the month following the month in which Tenant receives such statement.

- (ii) Before the expiration or termination of this Lease, Tenant shall pay Additional Rent for the portion of the final Lease Year of the Lease Term during which Tenant was obligated to pay such expenses. If Tenant occupies the Premises for less than a full calendar year during the first or last Lease Years of the term hereof, Tenant's Additional Rent for such partial year shall be prorated based upon the number of calendar months and days during which Tenant occupied the Premises. Tenant shall pay, as limited above, any Additional Rent within thirty (30) days following the receipt of notice thereof.
- (iii) Tenant, or Tenant's designee, shall have the right, at any time within thirty (30) days after a statement of actual Operating Expenses (hereinafter "Statement") for a particular Lease Year has been rendered by Landlord as provided herein, at its sole cost and expense, to examine Landlord's books and records relating to the determination of Operating Expenses; provided, however, that Tenant shall give Landlord prior written notice of its intent to exercise such right, the inspection may not take place outside of normal business hours, and Tenant shall not interfere with Landlord's normal business activities. Unless Tenant objects to the rental adjustment within said thirty (30) day period, such statement and adjustment shall be deemed conclusive. However, if said examination right is exercised within the permissible period and Tenant determines an overcharge of Operating Expenses to Tenant, then Tenant may request Landlord to select an independent Certified Public Accountant (CPA) acceptable to Tenant to audit Landlord's books and records. The CPA's review shall be binding upon the Parties. If the CPA confirms that an overcharge of Operating Expenses has occurred, then Landlord shall credit the difference against Tenant's estimated reimbursement for Operating Expenses for the current Lease Year and such credit shall be applied to the next payment or payments due from Tenant to Landlord. Further, Landlord shall be responsible for all costs and expenses of the CPA provided that an overcharge exists. Conversely, if the CPA confirms that no overcharge to Tenant of Operating Expenses has occurred, Tenant shall be responsible for all costs and expenses of the CPA.
- (iv) If the Building/Project is not at least ninety-five percent (95%) occupied during any Lease Year, Landlord shall make an appropriate adjustment to those Operating Costs which vary with occupancy for such year to determine what the Building/Project Operating Costs would have been for such year if the Building/Project had been ninety-five percent (95%) occupied during such year. Such gross up adjustments shall be made by Landlord by increasing only the variable portion of (i) janitorial contract, (ii) electricity and (iii) management fee costs which actually vary based upon the level of occupancy of the Building/Project.

27. ADDITIONAL PROVISIONS. None

**STATE OF COLORADO  
STATE BUILDINGS AND REAL ESTATE PROGRAMS  
REAL ESTATE PROGRAMS POLICIES AND PROCEDURES MANUAL**

**CHAPTER 2 - LEASING PROCEDURES**

IN WITNESS WHEREOF, the Parties hereto have executed this Lease

**LANDLORD**

**TENANT**

STATE OF COLORADO  
John W. Hickenlooper, Governor  
The Department of

By: \_\_\_\_\_  
Authorized Signatory

By: \_\_\_\_\_  
Executive Director

Date: \_\_\_\_\_

\_\_\_\_\_  
Name (Print) Title (Print)

**REAL ESTATE PROGRAMS**

STATE OF COLORADO  
John W. Hickenlooper, Governor  
DEPARTMENT OF PERSONNEL & ADMINISTRATION  
Office of State Architect, For the Executive Director

By: \_\_\_\_\_

Date: \_\_\_\_\_

**OFFICE OF RISK MANAGEMENT**

STATE OF COLORADO  
John W. Hickenlooper, Governor  
DEPARTMENT OF PERSONNEL & ADMINISTRATION  
For the Executive Director

By: \_\_\_\_\_  
State Risk Manager

Date: \_\_\_\_\_

**LEGAL REVIEW**

DEPARTMENT OF LAW  
John Suthers, Colorado Attorney General  
ATTORNEY GENERAL (or authorized Delegate)

By: \_\_\_\_\_

Date: \_\_\_\_\_

**ALL CONTRACTS MUST BE APPROVED BY THE  
STATE CONTROLLER:**

**CRS 24-30-202 requires that the State Controller approve all State contracts. This contract is not valid until the State Controller, or such assistant as he may delegate, has signed it. The Landlord is not authorized to begin performance until the contract is signed and dated below. If performance begins prior to the date below, the State of Colorado may not be obligated to pay for the good and/or services provided.**

STATE OF COLORADO  
John W. Hickenlooper, Governor  
STATE CONTROLLER'S OFFICE  
State Controller (or authorized Delegate)

By: \_\_\_\_\_

Date: \_\_\_\_\_

**STATE OF COLORADO  
STATE BUILDINGS AND REAL ESTATE PROGRAMS  
REAL ESTATE PROGRAMS POLICIES AND PROCEDURES MANUAL**

**CHAPTER 2 - LEASING PROCEDURES**

**2.4 Interagency lease. (Form 395-53-01-0032)**

COMMENTS:

**NOTE: YOU MUST ADJUST THE PAGINATION WHEN YOU PRINT THIS DOCUMENT TO BE USED FOR A LEASE.**

This Interagency Lease Agreement is used for leasing of space where both Lessor and Lessee are State agencies. The form has been reviewed and approved by the Attorney General's and the State Controller's offices.

If at any time a user of this form determines that a certain paragraph should not be included, simply strike through the entire paragraph following such paragraph's number and title. That way a later reviewer of the lease can immediately determine if and where the lease differs from the standard form, and subsequent paragraphs need not be renumbered to preserve sequential numbering. **Any additions to the standard form language must be in bold type.**

Unlike the State's other standard lease forms, this Interagency Lease Agreement provides a greatly simplified paragraph on fiscal funding contingency, (#15). Another paragraph provides for arbitration by the State Controller in the event of any dispute between the parties, (#14). Additionally, this form does not require an approval by (nor signature block for) the Attorney General.

Few modifications are used on this form, however, some may occasionally be appropriate. It is a good idea to have those pre-approved by Real Estate Programs.

**STATE OF COLORADO  
STATE BUILDINGS AND REAL ESTATE PROGRAMS  
REAL ESTATE PROGRAMS POLICIES AND PROCEDURES MANUAL**

**CHAPTER 2 - LEASING PROCEDURES**

**INTERAGENCY LEASE AGREEMENT**

The printed portions of this form, except bold additions, have been reviewed by the State of Colorado Attorney General and approved by the State Controller. All additions to this form must be in bold type. All deletions must be shown by strike-through.

THIS INTERAGENCY LEASE AGREEMENT ("Lease") made this \_\_\_\_\_, day of \_\_\_\_\_, 20\_ by and between the STATE OF COLORADO acting by and through \_\_\_\_\_ whose address is \_\_\_\_\_ hereinafter called the "Lessor", and the STATE OF COLORADO, acting by and through the DEPARTMENT OF \_\_\_\_\_ whose address is \_\_\_\_\_ for the use and benefit \_\_\_\_\_ of hereinafter called "Lessee".

**RECITALS:**

WHEREAS, as to Lessee, authority exists in the law and funds have been, budgeted appropriated, and otherwise made available, and a sufficient unencumbered balance thereof remains available for payment.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereto agree as follows:

1. **PREMISES, TERM, RENT.** (a) Lessor hereby leases and demises unto Lessee the premises, hereinafter referred to as "Premises," within the building located at \_\_\_\_\_, hereinafter referred to as "Building" (including land, improvements and other rights appurtenant thereto). The Premises, known and described as \_\_\_\_\_ includes approximately \_\_\_\_\_ (\_\_\_\_\_) square feet of net rentable floor area. The Premises in the Building are more specifically shown on Exhibit A attached hereto and made a part hereof.

(b) To have and to hold the same, together with all appurtenances, unto Lessee for the term beginning \_\_\_\_\_, and ending \_\_\_\_\_, at and for a rental for the full term at the annual rate(s) as shown below:

TERM DATE(S)	TERM RENT	MONTHLY RENT	ANNUALIZED SQUARE FOOT COST
--------------	-----------	--------------	-----------------------------

Rent shall be received by the first day of each month during the term hereof, through an interdepartmental transfer approved by Lessee for the benefit of Lessor, subject to the limitations and conditions of sections 15 and 18 herein to the address as noted below:

If the term herein commences on a day other than the first day of a calendar month, then Lessee shall pay to Lessor the rental for the number of days that exist prior to the first day of the succeeding month, with a similar adjustment being made at the termination of this Lease.

**2. USE OF PREMISES.**

a) Lessee agrees that the Premises shall be used and occupied only as \_\_\_\_\_ in a careful, safe and proper manner, and that it will pay on demand for any damage to the Premises caused by the misuse of same by it, its guests, invitees, agents, or employees.

b) Lessee shall not use or permit the Premises to be used for any purposes prohibited by the laws or regulations of the United States or the State of Colorado, the ordinances of \_\_\_\_\_ County, or other governmental entity with jurisdiction.

c) Lessee shall not use or keep any substance or material in or about the Premises which may vitiate or endanger the validity of the insurance on the Building or increase risks associated

**STATE OF COLORADO  
STATE BUILDINGS AND REAL ESTATE PROGRAMS  
REAL ESTATE PROGRAMS POLICIES AND PROCEDURES MANUAL**

**CHAPTER 2 - LEASING PROCEDURES**

with the use or occupancy of the Premises, or which may prove offensive or annoying to persons occupying adjacent premises.

d) Lessee shall not permit any nuisance in the Premises.

3. **SERVICES BY LESSOR.** Lessor shall provide to Lessee during the occupancy of said Premises, as a part of the rental consideration, the following:

4. **WORK REQUIREMENTS.** Prior to the premises being occupied by Lessee, Lessor agrees to:

5. **MAINTENANCE OF PREMISES/ENTRY BY LESSOR.** Lessor shall, unless herein specified to the contrary, maintain the Premises in good repair and in tenantable condition during the term of this Lease, except in the event of damage rising from an act or the negligence of Lessee, its agents or employees. Lessee shall not commit or allow any waste or damage to be committed on any portion of the Premises. At the termination of this Lease, by lapse of time or otherwise, Lessee shall deliver up the Premises to Lessor in as good condition as at date of possession by Lessee, ordinary wear and tear excepted. Lessor shall have the right to enter the Premises at reasonable times for the purpose of making necessary inspections and repairs or maintenance.

6. **ALTERATIONS TO PREMISES.** Lessee shall not make any structural or non-structural changes or alterations to the Premises without the prior written approval of Lessor, which approval may be withheld at the sole and absolute discretion of Lessor. This includes, but is not limited to, any change or alteration which, in the sole discretion of Lessor, impairs the structural soundness or diminishes the value of the building(s) on the Premises; impacts the exterior appearance of the Premises; changes the interior configuration of the Premises; or adversely impacts the functioning of the wiring, plumbing, heating, air conditioning, sewer, or other similar systems.

Lessee shall not install any exterior lighting or plumbing fixtures, shades, or awnings, or any exterior decorations or painting, or build any fences or make any changes to the outside of the Premises without the prior written consent of Lessor which approval may be withheld at the sole and absolute discretion of Lessor. All alterations, additions, improvements, and fixtures that may be made or installed by either of the parties hereto upon the Premises or improvements thereon and which in any manner are attached to the floors, walls or ceilings shall be the property of Lessor and at the termination of this Lease shall remain upon and be surrendered with the Premises as a part thereof.

7. **OWNERSHIP.** The State of Colorado is the owner of the Premises. Lessor warrants and represents itself to be the authorized agent of the State of Colorado for the purposes of granting this Lease.

8. **LEASE ASSIGNMENT.** Lessee shall not assign this Lease and shall not sublet the Premises, and will not permit the use of the Premises to anyone, other than Lessee, its servants, agents or employees, without the prior written consent of Lessor, which shall not be unreasonably withheld or delayed. The parties hereby agree that any assignment or transfer shall be limited to another State agency or institution with a similar business use.

9. **APPLICABLE LAW.** The laws of the State of Colorado and rules and regulations issued pursuant thereto shall be applied in the interpretation, execution and enforcement of this Lease.

10. **DAMAGE AND DESTRUCTION.** In the event the Premises are rendered untenable or unfit for Lessee's purposes by fire or other casualty, this Lease will immediately terminate and no rent shall accrue to Lessor from the date of such fire or casualty. In the event the Premises are damaged by fire or other casualty so that there is a partial destruction of the Premises or such damage as to render the Premises partially untenable or partially unfit for Lessee's purposes, either party may, within five (5) days of such occurrence, terminate this Lease by giving written notice to the other party. Such termination shall be effective not less than fifteen (15) days from the date of mailing of the notice. Rent shall be apportioned to the effective date of termination.

11. **LESSEE'S PERSONAL PROPERTY.** All personal property of any kind or description

**STATE OF COLORADO  
STATE BUILDINGS AND REAL ESTATE PROGRAMS  
REAL ESTATE PROGRAMS POLICIES AND PROCEDURES MANUAL**

**CHAPTER 2 - LEASING PROCEDURES**

whatsoever in the Premises shall be at the Lessee's sole risk, and Lessor shall not be liable for any damage done to or loss of such personal property. If Lessee shall fail to remove all its effects from the Premises upon the termination of this Lease for any cause whatsoever, Lessor, at its option, may remove the same in any manner that it shall chooses, and store the said effects without liability to the Lessee for loss thereof. Within thirty (30) days after termination of this Lease, Lessor shall provide written notice to Lessee of any personal property items removed. Lessee agrees to pay the Lessor on demand any and all expenses incurred in such removal.

12. **CONDEMNATION.** If the whole or substantially all of the Premises shall be taken as a result of the exercise of the power of eminent domain, this Lease shall terminate as of the date of vesting of title of the Premises or delivery of possession, whichever event shall first occur, pursuant to such proceeding. Any award granted for either partial or complete taking regarding the Premises shall be the exclusive property of Lessor.

13. **EARLY TERMINATION.** This Lease may be terminated by either party hereto with sixty (60) days prior written notice to the other party.

14. **BREACH OF LEASE.** Any failure of either party to perform or comply with any of the terms of this Lease shall constitute a breach of the Lease. The parties agree that no act or omission shall be deemed an event of default and a breach of the Lease unless the non-defaulting party shall have given the defaulting party notice of the alleged default and fourteen (14) days to cure the same. Any dispute concerning the performance of this Lease that cannot be resolved at the divisional level shall be referred to superior departmental management staff designated by each department. Failing resolution at that level, disputes shall be presented to the executive directors of each department for resolution. Failing resolution by the executive directors, the dispute shall be submitted in writing by both parties to the State Controller, whose decision on the dispute shall be final and binding on all parties. The State Controller may at his/her option refer the dispute to the State Attorney General or his/her designee whose decision on the dispute shall be final and binding on all parties. In the event that the dispute is referred to the Attorney General, the parties hereto shall share equally all fees and costs attendant to the Attorney General's resolution of the dispute.

No waiver of any breach of any one or more of the conditions or covenants of this Lease by Lessor shall be deemed to imply or constitute a waiver of any succeeding or other breach hereunder.

15. **FISCAL FUNDING.** Financial obligations of both Lessor and Lessee after the current fiscal year are contingent on funds for that purpose being appropriated, budgeted, and otherwise made available.

16. **COMPLETE AGREEMENT.** This Lease, including all exhibits, supersedes any and all prior written or oral agreements and there are no covenants, conditions or agreements between the parties except as set forth herein. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever unless embodied herein in writing. No subsequent novation, renewal, addition, deletion or other amendment hereto shall have any force or effect unless embodied in a written contract executed and approved pursuant to the State of Colorado Fiscal Rules.

17. **SUCCESSORS AND ASSIGNS/SEVERABILITY.** The captions and headings used in this Lease are for identification only, and shall be disregarded in any construction of the Lease provisions. All of the terms of this Lease shall inure to the benefit of and be binding upon the respective heirs, successors, and assigns of both the Lessor and the Lessee. If any portion, clause, paragraph, or section of this Lease shall be determined to be invalid, illegal, or without force by a court of law or rendered so by legislative act, then the remaining portions of this Lease shall remain in full force and effect.

18. **FEDERAL FUNDING.** In the event that any or all funds for payment of this Lease are provided by the federal government, this Lease is subject to and contingent upon the continuing availability of federal funds for the purposes hereof, and if such funds are not made available, this Lease may be unilaterally terminated by the Lessee at the end of any month provided a thirty (30) day advance notice of

**STATE OF COLORADO  
STATE BUILDINGS AND REAL ESTATE PROGRAMS  
REAL ESTATE PROGRAMS POLICIES AND PROCEDURES MANUAL**

**CHAPTER 2 - LEASING PROCEDURES**

termination is given to the Lessor in writing.

19. NOTICE. Any notice required or permitted by this Lease may be delivered in person or sent by registered or certified mail, return receipt requested, to the party at the address as hereinafter provided, and if sent by mail it shall be effective when posted in a U.S. Mail Depository with sufficient postage attached thereto:

LESSOR:

LESSEE:

C: Real Estate Programs  
Attn: Real Estate Specialist  
1313 Sherman Street, Suite 319  
Denver, CO 80203

Notice of change of address shall be treated as any other notice.

20. CONSENT. Unless otherwise specifically provided, whenever consent or approval of Lessor or Lessee is required under the terms of this Lease, such consent or approval shall not be unreasonably withheld or delayed and shall be deemed to have been given if no response is received within 30 days of the date request was made. If either party withholds any consent or approval, such party shall on written request deliver to the other party a written statement giving the reasons therefore.

21. HOLDING OVER. If Lessee fails to vacate the Premises upon expiration or sooner termination of this Lease, Lessee shall be a month-to-month Lessee and subject to all the laws of the State of Colorado applicable to such tenancy. The rent to be paid by Lessee during such continued occupancy shall be the same being paid by Lessee as of the date of expiration or sooner termination. Nothing in this section shall be construed as relieving either party of its obligation to execute a new or extended lease agreement to cover future lease periods, as required by State of Colorado Fiscal Rules and the provisions of §24-30-202, C.R.S., as amended.

22. NO BENEFICIAL INTEREST. The signatories hereto aver that, to their knowledge, no state employee has a personal or beneficial interest whatsoever in the service or property described herein.

23. NO VIOLATION OF LAW. The signatories hereto aver that they are familiar with §18-8-101, et seq., C.R.S. (Bribery and Corrupt Influences) and §18-8-401, et seq., C.R.S. (Abuse of Public Office) and that no violation of such provisions is present.

24. LIABILITY EXPOSURE. The parties hereto understand and agree that liability for claims for injuries to persons or property arising out of the negligence of the State of Colorado, its departments, institutions, agencies, boards, officials, and employees is controlled and limited by the provisions of §24-10-101, et seq., C.R.S. and §24-30-1501, et seq., C.R.S. Any provision of this Lease, whether or not incorporated herein by reference, shall be controlled, limited and otherwise modified so as to limit any liability of the Lessor and the Lessee to the above cited laws.

25. SUBORDINATION. This Lease is subordinated to any and all existing and future liens of Lessor, including, but not limited to, ground leases, mortgages and deeds of trust.

26. CONTROLLER'S APPROVAL. In accordance with the requirements of §24-30-202(1), C.R.S., as amended, this Lease shall not be deemed valid until it has been approved by the Controller of the State of Colorado, or such assistant as he/she may designate.

27. ADDITIONAL PROVISIONS.

**STATE OF COLORADO  
STATE BUILDINGS AND REAL ESTATE PROGRAMS  
REAL ESTATE PROGRAMS POLICIES AND PROCEDURES MANUAL**

**CHAPTER 2 - LEASING PROCEDURES**

IN WITNESS WHEREOF, the parties hereto have executed this State of Colorado Interagency Lease Agreement on the day and year first above written.

LESSOR:  
STATE OF COLORADO  
Acting by and through  
The Department of \_\_\_\_\_

By: \_\_\_\_\_  
Executive Director  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

LESSEE:  
STATE OF COLORADO  
Acting by and through  
The Department of \_\_\_\_\_

By: \_\_\_\_\_  
Executive Director  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**APPROVALS**

**ALL CONTRACTS MUST BE APPROVED BY THE  
STATE CONTROLLER:**

APPROVED:  
DEPARTMENT OF LAW  
ATTORNEY GENERAL (or authorized Delegate)

By: \_\_\_\_\_  
Date: \_\_\_\_\_

CRS 24-30-202 requires that the State Controller approve all State contracts. This contract is not valid until the State Controller, or such assistant as he may delegate, has signed it. The Lessor is not authorized to begin performance until the contract is signed and dated below. If performance begins prior to the date below, the State of Colorado may not be obligated to pay for the good and/or services provided.

APPROVED:  
DEPARTMENT OF PERSONNEL &  
ADMINISTRATION  
REAL ESTATE PROGRAMS  
For the Executive Director

By: \_\_\_\_\_  
Date: \_\_\_\_\_

APPROVED:  
STATE OF COLORADO  
STATE CONTROLLER'S OFFICE  
State Controller (or authorized Delegate)

By: \_\_\_\_\_  
Date: \_\_\_\_\_  
State Lease I.D.#: \_\_\_\_-\_\_\_\_-\_\_\_\_-\_\_\_\_-\_\_\_\_-\_\_\_\_

**STATE OF COLORADO  
STATE BUILDINGS AND REAL ESTATE PROGRAMS  
REAL ESTATE PROGRAMS POLICIES AND PROCEDURES MANUAL**

**CHAPTER 2 - LEASING PROCEDURES**

**2.5 Amendment to Lease. (Form 395-53-01-0040)**

**COMMENTS:**

**NOTE: YOU MUST ADJUST THE PAGINATION WHEN YOU PRINT THIS DOCUMENT TO BE USED FOR A LEASE.**

This Amendment to Lease form is used for changes to existing leases, such as addition or reduction of space utilized, change of rental rate, or extension of the lease term. If several changes to the Lease Agreement are required, the Lease Amendment form is appropriately used for all of the changes on one form at one time. This form has been reviewed and approved by the Attorney General's and the State Controller's offices.

Within the six-county metro area and in Pueblo or El Paso Counties, the State Broker should be utilized for negotiation and preparation of an Amendment to Lease. Each of these forms must be cleared through the entire approval process, as it would be for a new lease.

**[NOTE: This form should be used for lease extensions since the former Lease Extension Agreement is no longer being used.]**

**STATE OF COLORADO  
STATE BUILDINGS AND REAL ESTATE PROGRAMS  
REAL ESTATE PROGRAMS POLICIES AND PROCEDURES MANUAL**

**CHAPTER 2 - LEASING PROCEDURES**

**\_\_\_\_\_ AMENDMENT TO LEASE**

The printed portions of this form, except bold additions, have been approved by the State of Colorado Attorney General

THIS \_\_\_\_\_ AMENDMENT TO LEASE, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, for the purpose of amending that certain lease having Contract Routing No. \_\_\_\_ and C. E. No. \_\_\_\_\_, (the "Lease") dated \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_, as "Landlord", and THE STATE OF COLORADO, acting by and through the DEPARTMENT OF \_\_\_\_\_, as "Tenant", relating to the leasing of a portion of the building located at \_\_\_\_\_ (the "Building"), comprised of \_\_\_\_\_ rentable square feet.

WHEREAS, as to Tenant, authority exists in the Law and Funds have been budgeted, appropriated and otherwise made available and a sufficient unencumbered balance thereof remains available for payment in Fund Number \_\_\_\_\_, G/B/L Account Number \_\_\_\_\_, Contract Encumbrance Number - \_\_\_\_\_ or in the Account(s) reflected on the attached COFRS printout..

WHEREAS, (insert generalized amendment terms)

NOW, THEREFORE, Landlord and Tenant in consideration of the mutual promises contained herein, hereto agree to amend the Lease as follows:

Except as modified by the provisions of this \_\_\_\_ Amendment to Lease, all other terms and conditions in the Lease are hereby ratified and confirmed and remain in full force and effect.

In the event of any conflict, inconsistency, variance or contradiction between the provisions of this \_\_\_\_\_ Amendment to Lease and any of the provisions of the Lease, the provisions of this \_\_\_\_\_ Amendment to Lease shall in all respects supersede, govern and control.

The effective date of this \_\_\_\_\_ Amendment to Lease is \_\_\_\_\_, 20\_\_\_\_ or the date signed by the State Controller or his designee, whichever is later. In accordance with the requirements of 24-30-202 (1) C.R.S., as amended, this Amendment to Lease shall not be deemed valid until it has been approved by the State Controller, or such assistant as he may designate.

**STATE OF COLORADO  
STATE BUILDINGS AND REAL ESTATE PROGRAMS  
REAL ESTATE PROGRAMS POLICIES AND PROCEDURES MANUAL**

**CHAPTER 2 - LEASING PROCEDURES**

IN WITNESS WHEREOF, the parties hereto have executed this lease agreement on the day and year first above written.

CORPORATIONS:  
(A corporate attestation is required, C.R.S. § \_\_\_\_\_)  
ATTEST (Seal)

**LANDLORD:**

[Name of Landlord]

By: \_\_\_\_\_  
(Corporate Secretary or Equivalent, or  
Town/City/County Clerk)

By: \_\_\_\_\_  
Authorized Signatory

(place corporate seal here, if available)

\_\_\_\_\_  
Name (Print) Title (Print)

**If LANDLORD is signing in their individual capacity,  
attach Landlord affidavit verifying legal status  
pursuant to C.R.S. §24-76.5-101.**

STATE OF COLORADO  
John W. Hickenlooper, Governor  
DEPARTMENT OF PERSONNEL & ADMINISTRATION  
Office of State Architect, Real Estate  
Programs  
For the Executive Director

**TENANT:**  
STATE OF COLORADO  
John W. Hickenlooper, Governor  
The Department of \_\_\_\_\_

Acting by and through

By: \_\_\_\_\_

By: \_\_\_\_\_  
Executive Director

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVALS**

**ALL CONTRACTS MUST BE APPROVED BY THE STATE  
CONTROLLER:**

**CRS 24-30-202 requires that the State Controller approve  
all State contracts. This contract is not valid until the  
State Controller, or such assistant as he may delegate,  
has signed it. The Landlord is not authorized to begin  
performance until the contract is signed and dated  
below. If performance begins prior to the date below, the  
State of Colorado may not be obligated to pay for the  
good and/or services provided.**

APPROVED:  
DEPARTMENT OF LAW  
John Suthers, Colorado Attorney General  
ATTORNEY GENERAL (or authorized Delegate)

APPROVED:  
STATE OF COLORADO  
David J. McDermott, CPA  
STATE CONTROLLER'S OFFICE  
State Controller (or authorized Delegate)

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**STATE OF COLORADO  
STATE BUILDINGS AND REAL ESTATE PROGRAMS  
REAL ESTATE PROGRAMS POLICIES AND PROCEDURES MANUAL  
CHAPTER 2 - LEASING PROCEDURES**