

COMMERCIAL LEASE AGREEMENT

This Commercial Lease Agreement ("Lease") is made and effective April 11, 2017, by and between Wilcox Capital, LLC ("Landlord") and Douglas County, Colorado ("Tenant"). Landlord is the owner of land and improvements commonly known and numbered as and legally described as follows (the "Building"): 410 S. Wilcox St., Suite 101, Castle Rock, CO 80104. Landlord makes available for lease a portion of the Building designated as approximately 7,453 square feet as further described in Exhibit A (the "Leased Premises").

Landlord desires to lease the Leased Premises to Tenant, and Tenant desires to lease the Leased Premises from Landlord for the term, at the rental and upon the covenants, conditions and provisions herein set forth.

THEREFORE, in consideration of the mutual promises herein, contained and other good and valuable consideration, it is agreed:

1. **Term.** Landlord hereby leases the Leased Premises to Tenant, and Tenant hereby leases the same from Landlord for approximately One Hundred Twenty-Six (126) months beginning as of April 11, 2017 and ending September 30, 2027. This term is subject to annual appropriation by the Tenant's Board of Commissioners as required by Colorado law. Landlord shall use its best efforts to give Tenant possession as nearly as possible at the beginning of the Lease term. If Landlord is unable to timely provide the Leased Premises, rent shall abate for the period of delay. Tenant shall make no other claim against Landlord for any such delay. This lease agreement is subject to Landlord closing on the subject property on or before April 15, 2017
2. **Rental.** Tenant shall pay to Landlord during the initial year of the term a Triple Net (NNN) rental, less taxes for which the Tenant's portion will be exempt during the term, per square foot as indicated on Exhibit B (Lease Rate), payable in a single annual payment at the start of each calendar year of the Term. Each payment shall be due in advance on the first day of each calendar year to Landlord at 558 E. Castle Pines Pkwy, B-4322, Castle Rock, CO 80108 or at such other place designated by written notice from Landlord or Tenant. The rental payment amount for any partial calendar year included in the lease term shall be prorated on a daily basis. No security deposit is required. A late fee of 15% shall be assessed to any amounts owing the Landlord after the 30th day of each new year of the Term.
3. **Use.** The Leased Premises may be used for office and administrative use; and to the extent permitted by the governing law(s), general medical and clinical services, counseling services, formula distribution as part of the Women, Infants and Children Program, food clinics, limited laboratory use, emergency preparedness command and control planning, with operations during emergency situations, and pharmacy dispensing and storage, and no other use. Tenant, and its subtenants, agents, contractors guests and invitees, shall have the non-exclusive right to use the common areas during the term of this Lease for their intended purposes, in common with others, subject to the terms of this Lease. Notwithstanding the forgoing, Tenant shall not use the Leased Premises for the purposes of storing, manufacturing or selling any explosives, flammables or other

inherently dangerous substance, chemical, thing or device.

4. **Sublease and Assignment.** Landlord and Tenant acknowledge and agree that Tenant shall enter into a sublease for the Leased Premises with Tri-County Health Department, the District Public Health Agency for the Counties of Adams, Arapahoe and Douglas, Colorado, which sublease is hereby approved by Landlord. In addition to the foregoing, Tenant may sublease all or any part of the Leased Premises, or assign this Lease in whole or in part with Landlord's consent, which shall not be unreasonably withheld.

5. **Repairs.** During the Lease term, Tenant shall make, at Tenant's expense, all repairs that are necessary as a result of Tenant's use of the Leased Premises including such items as normal wear and tear of floors, walls, ceilings, and other parts of the Leased Premises damaged or worn through normal occupancy to the Leased Premises unless the repairs are found, after proof from a reasonable inquiry, not to be from Tenant's use. If repairs are from any other source, Landlord will be responsible for the cost of such repairs. Landlord shall immediately repair damage which presents a hazard to the life, health or safety of Tenant or its invitees, and shall maintain and repair the exterior and structural portions of the improvements, the roof, and all common areas, in a manner consistent with an office building located in Castle Rock, Colorado, unless such maintenance and repairs are caused in part or in whole by the act, neglect, fault or omission by Tenant, its sub-tenants, agents, servants, employees, invitees. If Landlord fails to initiate such repairs within 48-hours and complete them within a reasonable time after written notice from Tenant, then Tenant at its discretion may perform the repairs at which point Landlord agrees to reimburse all repair expenses to Tenant. All such repairs described herein are a part of the building OPEX as described in section 9.

Landlord shall warrant all HVAC Roof Top Units, and for the first two years at its sole cost and expense cover any repairs. Tenant will provide for regular day to day routine maintenance.

6. **Alterations and Improvements.** Tenant, at Tenant's expense, shall have the right following Landlord's consent to remodel, redecorate, and make additions, improvements and replacements of and to all or any part of the Leased Premises from time to time as Tenant may deem desirable, provided that all necessary building permits are obtained, and that such improvements are made in a workmanlike manner and utilizing good quality materials. Tenant shall have the right to place and install personal property, trade fixtures, equipment and other temporary installations in and upon the Leased Premises, and fasten the same to the premises. All personal property, equipment, machinery, trade fixtures and temporary installations, whether acquired by Tenant at the commencement of the Lease term or placed or installed on the Leased Premises by Tenant thereafter, shall remain Tenant's property free and clear of any claim by Landlord. Tenant shall have the right to remove the same at any time during the term of this Lease provided that all damage to the Leased Premises caused by such removal shall be repaired by Tenant at Tenant's expense.

Tenant has Landlord approval to use an initial One Hundred Forty-Five Thousand Dollar (\$145,000) improvement allowance, provided by the Landlord, to make necessary alterations to the Leased Premises. Landlord will provide CAD drawings if available, but Tenant will do its own architectural work for such improvements. Tenant will select the contractors and supervise

the build out process for improvements, but no work will commence until the Tenant has provided a scope of work, estimated cost, and schedule for the work to be performed to the Landlord. Landlord shall pay the actual costs for any initial improvements upon completion of the work and receipt of final lien releases from all parties who performed the work. Tenant is not required to use the full initial allowance to make improvements and any remainder may be applied by Tenant to other move in costs or to offset rent at its sole discretion.

Landlord will demise the Leased Premises from areas used by it or any other tenants at its sole expense. Landlord will also install Tenant's signage on any existing monument sign or building directory at Landlord's sole expense.

7. **Property Taxes.** Landlord shall pay, prior to delinquency, all general real estate taxes and installments of special assessments coming due during the Lease term on the Leased Premises, and all personal property taxes with respect to Landlord's personal property, if any, on the Leased Premises. Tenant shall be responsible for paying all personal property taxes, if any, with respect to Tenant's personal property at the Leased Premises if applicable. Tenant is a tax exempt entity and there should be no real estate taxes for the Leased Premises for the duration of this Lease. Any savings or reduction from the total building real estate taxes realized by the Landlord from the Tenant's use will be applied directly to any rents owed by the Tenant.

8. **Insurance.**

A. If the Leased Premises or any other part of the Building is damaged by fire or other casualty resulting from any act or negligence of Tenant or any of Tenant's agents, employees or invitees, rent shall not be diminished or abated while such damages are under repair.

B. Landlord shall maintain fire and extended coverage insurance on the Building and the Leased Premises in such amounts as Landlord shall deem appropriate. Tenant shall be responsible, at its expense, for fire and extended coverage insurance on all of its personal property, including removable trade fixtures, located in the Leased Premises.

C. Tenant shall maintain commercial general liability insurance in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) aggregate. The tenant can satisfy this limit structure through the purchase of an umbrella, if necessary. Said insurance shall cover activities in the space leased for the exclusive use of Tenant only. Said insurance does not cover activities/losses that may arise in the non-exclusive areas, including but not limited to, common areas, restrooms, hallways, conference rooms, vending machine hallways, sidewalks, parking areas, etc. Tenant shall provide Landlord with a certificate of insurance, naming Landlord as an additional insured.

Landlord shall maintain commercial general liability insurance that will cover activities/losses in all common areas, as referenced in the above paragraph. Upon request by Tenant, Landlord shall provide proof of said insurance.

D. **Mutual Waiver of Subrogation.** Each party to this Lease shall require each of the insurers under policies of insurance which such party procures or maintains in relation to the Leased Premises to waive in writing any and all rights of subrogation which such insurer might otherwise have against the other party to this Lease or its servants, representatives, agents, vendors and/or employees. The parties hereto do hereby waive any and all right of recovery against each other for losses covered by such policies or required to be covered, providing the insurance companies issuing same shall waive subrogation rights. Notwithstanding the foregoing provisions of this section, neither party shall be liable for any injuries, loss, liability, expense, claim or damage to the other's property or interest in respect to which and to the extent that said property or interest is covered by insurance, whether such loss or damage be occasioned by the negligence of such party, its servants, agents, employees or otherwise, unless same shall invalidate any insurance policy affecting the Leased Premises and/or the Building. Tenant or Landlord, as the case may be, shall give the other written notice that such a waiver of subrogation is not available from its insurers. Notwithstanding any contrary provisions contained in this section, this section shall not apply to relieve either party of its obligation to maintain and/or repair, at their respective cost and expense, as required by any other sections of this Lease.

9. **Payment of Common Area Expenses.** The Tenant covenants and agrees to pay as part of the operational expenses of the Building ("OPEX"), or cause to be paid, as additional rent, before any fine, penalty, interest or cost may be added thereto, common area maintenance expenses, property management, and utilities that become payable during the term of this Lease.

All expenses, including common area repair and maintenance and building insurance as each relates to the Premises shall be estimated and billed on an annual basis as part of the OPEX with an adjustment being made to make up or credit any difference between the estimated and actual expenses at the end of each calendar year payment period. An itemized statement of the adjustment will be provided.

Fire, extended coverage and general liability insurance premiums and all common expenses will be pro-rated on the number of square feet contained within Tenant's space as it relates to the total square footage.

10. **Utilities.** Tenant shall promptly pay all charges for telephone, cable TV, water, heating, gas, electricity and other public utilities used by the Tenant on the Premises. If Tenant shall fail to pay any utilities as required above, Landlord may, at its option, pay such utilities (without affecting any other remedy available to Landlord) on account of Tenant and the same shall be deemed to be owed as additional rent hereunder and shall be due on the date payment is made by Landlord. Landlord will ensure that all common utilities are either separately metered or that Tenant is only charged a proportional share for such services that fairly reflects Tenant's actual amount of use. Any common utilities that are charged to the Tenant will be included in the OPEX and made as part of the annual rent payment.

11. **Net Lease.** This Lease is intended to be a pure net Lease to Landlord, who shall have no obligation of any kind, unless otherwise stipulated, to make any expenditure upon the Leased

Premises. Tenant covenants that it will not permit, commit or suffer waste, impairment or deterioration of the Leased Premises or the improvements thereon or any part thereof, reasonable wear and tear excepted.

12. **Entry.** Landlord reserves the right after at least one (1) day's written or oral notice to Tenant, or its subtenant (or at any time in the case of an emergency), to enter the Leased Premises to inspect the same, to submit said Lease Premises to prospective purchasers, lenders, or tenants, to post notices of non-liability, to repair the Leased Premises and any portion of the Building of which the Leased Premises are a part that Landlord may deem necessary or desirable, without abatement of rent, and may for that purpose erect scaffolding and other necessary structures where reasonably required by the character of the work to be performed, provided that the entrance to the Leased Premises shall not be unreasonably blocked thereby, and further provided that the business of Tenant, or its subtenants, shall not be interfered with unreasonably. Tenant hereby waives any claim for damages or for any injury or inconvenience to or interference with Tenant's business, any loss of occupancy or quiet enjoyment of the Leased Premises, and any other loss occasioned thereby. Any entry to the Leased Premises by Landlord under the provisions of this Article shall not under any circumstances be construed or deemed to be a forcible or unlawful entry into, or a detainer of, the Leased Premises, or an eviction, constructive or otherwise, of Tenant from the Leased Premises or any portion thereof.

A. Landlord shall use its reasonable efforts to make any repairs, additions, or alterations to, about, or affecting the Leased Premises or adjoining premises, with as little interference to Tenant as practicable and upon completion thereof, shall promptly complete any restoration of the Leased Premises necessary as a result of any such work or activity.

B. Notwithstanding the foregoing, Landlord acknowledges that Tenant, or its subtenants, are subject to the provisions of the Health Insurance Portability and Accountability Act of 1996 and related regulations ("HIPAA"), and that HIPAA requires Tenant to ensure the safety and confidentiality of patient medical records. Landlord further acknowledges that, in order for Tenant to comply with HIPAA, Tenant must restrict access to the portions of the Leased Premises where patient medical records are kept or stored. Landlord hereby agrees that, notwithstanding the rights granted to Landlord pursuant to this Section 12, except in an emergency or when accompanied by an authorized representative of Tenant (which such representative shall make themselves reasonably and promptly available upon Landlord's request), neither Landlord nor its employees, agents, representatives or contractors shall be permitted to enter those secure areas of the Leased Premises designated by Tenant as locations where patient medical records are kept and/or stored. Notwithstanding the foregoing, Landlord shall nevertheless maintain keys to any such restricted areas, subject, however to the stated restrictions on the use of the same.

13. **Parking.** During the term of this Lease, Tenant shall have the non-exclusive use in common with Landlord, other tenants of the Building, their guests and invitees, of the non-reserved common automobile parking areas, driveways, and footways, subject to rules and regulations for the use thereof as prescribed from time to time by Landlord. Four parking spaces

close to the building entry may be designated by Tenant for exclusive and temporary use of its patrons. Landlord will assist Tenant in ensuring no violations of that exclusive use by other tenants or their patrons.

14. Building Rules. Tenant will comply with the rules that apply to any and all tenants for the safety, care, operation, and cleanliness of the Building adopted and altered by Landlord from time to time provided they do not unreasonably interfere with, impair or prohibit Tenant's use. Tenant will cause all of its agents, employees, invitees and visitors to also do so. All changes to such rules will be sent by Landlord to Tenant in writing at least ten (10) days prior to implementation.

15. Default. If default shall at any time be made by Tenant in the payment of rent when due to Landlord as herein provided, and if said default shall continue for thirty (30) days after written notice thereof shall have been given to Tenant by Landlord, or if default shall be made in any of the other covenants or conditions to be kept, observed and performed by Tenant, and such default shall continue for thirty (30) days after notice thereof in writing to Tenant by Landlord without correction thereof then having been commenced and thereafter diligently prosecuted, Landlord may declare the term of this Lease ended and terminated by giving Tenant written notice of such intention, and if possession of the Leased Premises is not surrendered, Landlord may reenter said premises. Landlord shall have, in addition to the remedy above provided, any other right or remedy available to Landlord on account of any Tenant default, either in law or equity. Landlord shall use reasonable efforts to mitigate its damages.

16. Possession. Landlord covenants and warrants that upon performance by Tenant of its obligations hereunder, Landlord will keep and maintain Tenant in exclusive use of the Leased Premises as outlined in this Lease for the duration of the Lease term.

17. Condemnation. If any legally, constituted authority condemns the Building or such part thereof which shall make the Leased Premises unsuitable for leasing, this Lease shall cease when the public authority takes possession, and Landlord and Tenant shall account for rental as of that date. Such termination shall be without prejudice to the rights of either party to recover compensation from the condemning authority for any loss or damage caused by the condemnation. Neither party shall have any rights in or to any award made to the other by the condemning authority.

18. Costs and Attorney's Fees. If it becomes necessary for either the Landlord or Tenant to employ an attorney due to the default or breach of a provision of this Lease, to gain possession of the Leased Premises, or to further protect its interest as granted per the terms and provisions herein contained, each party shall pay its own court costs and attorney's fees in connection with such default or action.

19. Attornment. If a successor landlord under the sale or the holder of the mortgage shall succeed to the rights of the Landlord under this Lease, whether through possession or foreclosure action or delivery of a new lease or deed, then Tenant, upon the request of such successor landlord, shall attorn to and recognize such successor landlord as Tenant's Landlord under this Lease, and shall promptly execute and deliver any instrument that such successor landlord may request to further evidence such attornment.

20. **Force Majeure.** In the event Landlord or Tenant shall be delayed, hindered, or prevented from the performance of any act required herein by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, or any other reason of a like nature ("Event") that is not the fault of the Party delayed in performing the work or doing the acts required under the terms of this Lease, then said performance of any such act shall be excused for the period of time the Event takes place. The period for the performance of any such act shall be extended for a period of time equivalent to the time period of the Event. The provisions of this section shall not operate to excuse Tenant from prompt payment of the Base Rent and any other Rent required by the terms of this Lease.

21. **Notice.** Any notice required or permitted under this Lease shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

If to Landlord:

Wilcox Capital, LLC
558 E. Castle Pines Pkwy, B-4322
Castle Rock, CO 80108

If to Tenant:

Douglas County Facilities, Fleet, & Emergency Services Director
3026 N. Industrial Way / PO Box 1390
Castle Rock, CO 80109

Landlord and Tenant shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

22. **Subordination and Estoppel Letter.** This lease is subject and subordinate to all mortgages and deeds of trust which now or hereafter may affect the Premises. Tenant shall execute and deliver upon demand of Landlord any and all instruments desired by Landlord subordinating this Lease in the manner requested by Landlord to any new or existing mortgage deed of trust. Further, Tenant shall at any time and from time to time, upon not less than ten (10) days prior written notice from Landlord, execute, acknowledge and deliver to Landlord a statement in writing certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease as so modified is in full force and effect) and the dates to which rental and other charges are paid in advance, if any, and acknowledging that there are not, to Tenant's knowledge, any uncured defaults on the part of Landlord hereunder, or specifying such defaults if any are claimed.

23. **Waiver.** No waiver of any default of Landlord or Tenant hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by Landlord or

Tenant shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

24. **Headings.** The headings used in this Lease are for convenience of the parties only and shall not be considered in interpreting the meaning of any provision of this Lease.

25. **Successors.** The provisions of this Lease shall extend to and be binding upon Landlord and Tenant and their respective legal representatives, successors and assigns. Before Landlord sells the Leased Premises to any other entity, Landlord shall first give Tenant the opportunity to purchase the property containing the Leased Premises at the same price offered to the other entity.

26. **Compliance with Law.** Tenant shall comply with all laws, orders, ordinances and other public requirements now or hereafter pertaining to Tenant's use of the Leased Premises.

27. **Final Agreement.** This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

28. **Severability Clause.** If any clause or provision of this Lease is illegal, invalid, or unenforceable under present or future laws effective during the term of this Lease, it is the intention of Landlord and Tenant that the remainder of this Lease shall not be affected thereby. The caption of each paragraph hereof is added as matter of convenience only and shall be considered to be of no effect in the construction of any provision or provisions of this Lease.

29. **Holding Over.** Should Tenant, or any of its successors-in-interest, hold over the Leased Premises, or any part thereof, after the expiration of the term of this Lease, unless otherwise agreed to in writing by Landlord, such holding over shall constitute and be construed as tenancy from month-to-month only, at a Base Rent equal to 150% of the monthly Base Rent paid during the last month of the Term prior to the holdover.

30. **Eminent Domain.** If the Property shall be taken by right of eminent domain, in whole or substantially in part, for public purposes, then this Lease, at the option of the Landlord, shall forthwith cease and terminate, and the current Rent shall be properly apportioned to the date of such taking. In such event, Landlord shall receive the entire award for the lands and improvements so taken, and Tenant shall make no claim against Landlord for compensation in connection with said taking.

31. **Mechanic's Liens.** Tenant agrees that it will not permit any mechanic's liens to attach to the Property.

32. **Hazardous Materials.** Tenant agrees not to store any hazardous materials at the subject property

33. **Governing Law.** This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Colorado.

34. **No Waiver of Governmental Immunity Act.** The parties hereto understand and agree that the Tenant, its commissioners, officials, officers, directors, agents and employees, are relying on, and do not waive or intend to waive by any provisions of this Contract, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S., or otherwise available to the Tenant.

35. **Maximum Financial Obligation.** Any other provision of this lease notwithstanding and pursuant to Section 29-1-110, C.R.S., the amount of funds appropriated for this lease is Seventy-Seven Thousand One Hundred Two Dollars and Forty One Cents (\$77,102.41) for fiscal year 2017. In no event shall the Tenant be liable for payment under this lease for any amount in excess thereof. The Tenant is not under obligation to make any future apportionment or allocation to this Lease. Any potential expenditure for this lease outside the current fiscal year is subject to future annual appropriation of funds by tenant for any such proposed expenditure and subject to the same maximum obligation limitation for that fiscal year.

36. **Additional Provisions.**

A. Signage. Landlord, at Landlord's cost, will provide Tenant, or its subtenant, with standard signage on the Building directory. Landlord, at Landlord's cost, will provide and install on or adjacent to entrances to the Leased Premises Tenant's, or its subtenant's, name and numerals designating the appropriate suite numbers in Building standard graphics. Tenant, or its subtenant, will not install any other graphics visible from the exterior of the Premises without Landlord's approval, which approval will not be unreasonably withheld, conditioned or delayed. Without Landlord's consent, Tenant, or its subtenant, will not (i) install exterior lighting, decorations, paintings, awnings, canopies, or similar items, (ii) erect or install any signs, window or door lettering, placards, awnings, decorations, banners, portable signs, or advertising media of any type that can be viewed from the exterior of the Leased Premises, or (iii) inscribe, paint, affix, or display signs, advertisements, or notices on or in the Building.

B. Monument Sign. Subject to Landlord's prior written approval as to size, design, color and location, not to be unreasonably withheld, Landlord, at Landlord's sole cost and expense, shall install Tenant's, or its subtenant's, name and logo on any multi-tenant monument for the Building.

In the event there is not a multi-tenant monument sign for the Building, Tenant, or its subtenant, shall be allowed to seek approval from the Town of Castle Rock to construct a new monument solely for the use of Tenant, or its subtenant,. Any new monument sign shall be constructed at Tenant's sole cost and expenses, shall comply with all applicable codes and ordinances, Tenant shall be responsible for obtaining any required permits, and the location, size and design must be reviewed and approved by Landlord, such approval to not be unreasonably withheld, conditioned or delayed.

C. Cabling and Satellite/Antennas. Tenant shall be solely responsible for the cost of installation and maintenance of any high speed cable or fiber optic that Tenant, or its subtenant, requires in the Premises. Landlord shall provide reasonable access to the

Building's electrical lines, feeders, risers, wiring and other machinery to enable Tenant, or its subtenant, to install high speed cable or fiber optic to serve its intended purpose, if any. Tenant, or its subtenant, shall not be required to remove such cabling and fiber optic lines at the termination or expiration of the Lease.

Tenant, or its subtenant, shall have the ongoing right during the term of this Lease and any renewals thereto to place two (2) satellite dishes and/or antennas, for its own use, on the roof of the Building provided it: (i) does not negatively impact the appearance of the Building, (ii) does not damage (or violate the warranty of) the roof or other building components, (iii) does not interfere with other rooftop equipment or the operations of other tenants, (iv) and is installed by a licensed and bonded contractor reasonably acceptable to Landlord. Tenant, or its subtenant, shall be responsible for all costs related to the installation, maintenance and removal of any such equipment, but shall otherwise be allowed use of the roof without additional charge by Landlord. Placement and screening of dishes shall be subject to Landlord's reasonable approval and in accordance with applicable covenants, codes and restrictions.

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IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.

Wilcox Capital, LLC
by [Signature] president
[Landlord] Signature of manager
Calvin V. Wrenn

[Signature]
BY: ROGER A. PARTRIDGE, Chair
DOUGLAS COUNTY BOARD OF COUNTY COMMISISONERS

ATTEST:

[Signature]
EMILY WRENN, Deputy Clerk



APPROVED AS TO CONTENT:

[Signature]
Douglas J. DeBord
County Manager

APPROVED AS TO CONTENT:

[Signature]
Vicky Starkey
Director of Facilities for the County

APPROVED AS TO FISCAL CONTENT:

[Signature]
Andrew Copland
Director of Finance

APPROVED AS TO LEGAL FORM:

[Signature]
Chris Pratt
Asst. County Attorney

Exhibit A
Leased Premises

The Leased Premises are on the right shown in Purple and indicated in part as Suite 101 below:

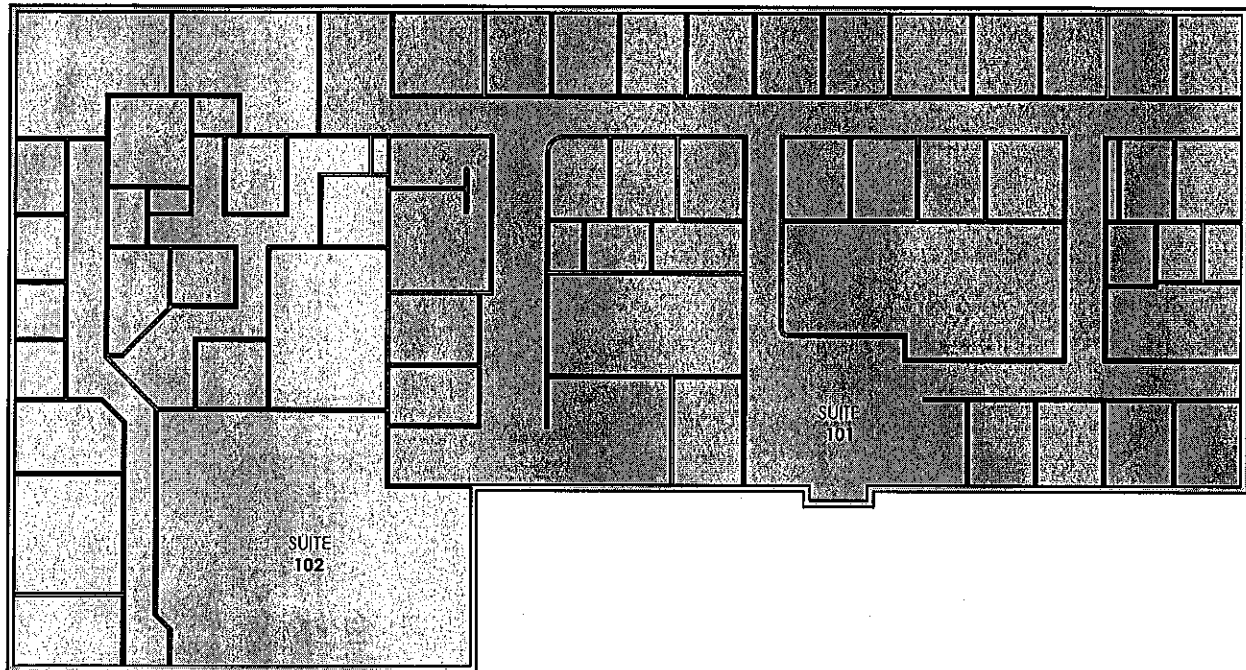


Exhibit B
Lease Rates

<u>Months</u>	<u>Base Rent</u>	<u>Rent + OPEX</u>	<u>Total Cost</u>	<u>Rent Year</u>	<u>Total Due</u>
1-6	\$0	\$5.35	\$17,757.90		
7-18	\$26.50	\$31.85	\$237,378.05	2017*	\$77,102.41
19-30	\$26.50	\$31.85	\$237,378.05	2018	\$237,378.05
31-42	\$26.75	\$32.10	\$239,241.30	2019	\$237,843.86
43-54	\$26.75	\$32.10	\$239,241.30	2020	\$239,241.30
55-66	\$27.00	\$32.35	\$241,104.55	2021	\$239,707.11
67-78	\$27.00	\$32.35	\$241,104.55	2022	\$241,104.55
79-90	\$27.50	\$32.85	\$244,831.05	2023	\$242,036.18
91-102	\$27.50	\$32.85	\$244,831.05	2024	\$244,831.05
103-114	\$28.00	\$33.35	\$248,557.55	2025	\$245,762.68
115-126	\$28.00	\$33.35	\$248,557.55	2026	\$248,557.55
	\$271.50	\$330.35		2027**	\$186,418.16
Effective Rate PSF	\$25.86	\$31.21	\$2,439,982.90		\$2,439,982.90

Estimate for common area expenses is estimated at \$5.35 PSF and does not include taxes nor janitorial

Common area expenses shall be paid to the Landlord in a lump sum with the annual rent payment each calendar year of the lease. Adjustments for current year estimates paid will be calculated and applied by landlord prior to receiving payment by Tenant for the next calendar year.

Utilities for Tenant's suite will be paid by Tenant (Douglas County) and those costs are unknown.

Common area OPEX calculated by multiplying all the following indicated costs by the sum of 7453 (Tenant square footage) divided by 12,003 (total building square footage)

Common Area OPEX will apply to the following costs: fire and extended coverage insurance for the Premises, commercial general liability insurance for Common Areas, repairs and maintenance of Common Areas, Management/Administration of the property and any Utilities or other Common Services shared with the Landlord of other tenants of the Premises.

* 2017 is calculated from April 11-December 31 and includes a prorated reduction of \$2,178.88

** 2027 is calculated for only nine months from January 1 - September 30.