

U.S. GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE

LEASE NO.

GS-08P-14306

THIS LEASE, made and entered into this date by and between **DIBC Office I, LLC**

Whose address is **1125 Seventeenth Street
Suite 2500
Denver, CO 80202**

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

Hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WITNESSETH: The parties hereto for the considerations hereinafter mentioned, covenant and agree as follows:

1. The Lessor hereby leases to the Government the following described premises:
* A total of **1,079 rentable square feet (RSF)** of office and related space, which yields **968 ANSI/BOMA Office Area square feet (USF)** of space at High Plains Office Building, **18300 E. 71st Avenue, Denver, CO 80249-7368** as indicated on the attached Floor Plan, to be used for such purposes as determined by the General Services Administration.
* Included in the rent at no additional cost to the government are **2 parking spaces** for exclusive use of the Government employees and patrons.
2. TO HAVE AND TO HOLD the said premises with their appurtenances for a term of **10 years** beginning upon the substantial completion of the space (**approximately 7/1/2010**), and acceptance by the Government as satisfactorily complete. Design and construction of the space shall begin upon award of this lease in conformance with the Construction Schedule of Tenant Improvements paragraph of the attached Solicitation for Offers. The commencement date of this lease, along with any applicable termination and renewal rights, shall more specifically be set forth in a Supplemental Lease Agreement upon substantial completion and acceptance of the space by the Government.
3. The Government shall pay the Lessor annual rent of **\$35,143.03 (\$32.57/RSF)** to be paid monthly in arrears. Accumulated operating cost adjustments will be included in the stated per annum rates at the time they become effective. Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

**DIBC Office I, LLC
1125 17th Street, Suite 2500
Denver, CO 80202**
4. The Government may terminate this lease in whole or in part at any time on or after **5 years** by giving at least **120 days'** notice in writing to the Lessor, and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

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

LESSOR

SIGNATURE
DIBC Office I, LLC



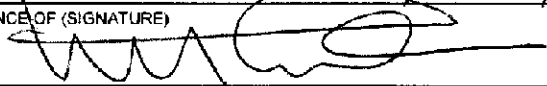
NAME OF SIGNER

Chris Thompson

ADDRESS

1125 17th Street #2500, Denver, CO 80202

IN THE PRESENCE OF (SIGNATURE)

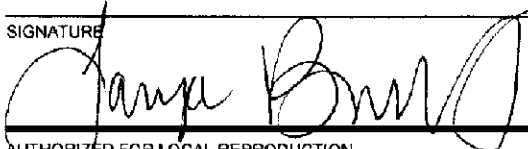


NAME OF SIGNER

MARK THROCKMORTON

UNITED STATES OF AMERICA

SIGNATURE



NAME OF SIGNER

Tanya Burks

OFFICIAL TITLE OF SIGNER

Leasing Contracting Officer

5. This lease may be renewed at the option of the Government, for the following terms and at the following rentals:
One (1) renewal option of five (5) years at the rate of \$26,608.14 per year.
6. Provided notice be given in writing to the Lessor at least 120 days before the end of the original lease term or any renewal term; all other terms and conditions of this lease shall remain the same during any renewal term. Said notice shall be computed commencing with the day after the date of mailing.
7. The Lessor shall furnish to the Government, as part to the rental consideration, the following:
Those tenant improvements, facilities, services, supplies, utilities, and maintenance in accordance with SFO 9CO2254 dated October 23, 2009. (44 pages)
8. The following are attached and made a part hereof:
X - A. Standard Form 2 continuation Page 3
X - B. Schedule of Rent Components;
X - C. Solicitation for Offers 9CO2254 dated October 23, 2009, 44 pages;
X - D. Special (Program of) Requirements, 11 pages;
X - E. GSA Form 3517 entitled GENERAL CLAUSES (Rev. 11/05), 33 pages;
X - F. GSA Form 3518 entitled REPRESENTATIONS AND CERTIFICATIONS (Rev. 1/07), 7 pages;
X - G. Floor Plan, 1 page;
X - H. Building Security Unit Price List, 2 pages;
X - I. Fire Life Safety
X - J. Attachment to form 1364 entitled Total Annual Rent Steps provided by Lessor, 2 pages.
9. In accordance with the SFO paragraph entitled **Operating Costs Base**, the base is established as **\$6,279.78 per annum (\$5.82 per RSF)**.
10. In accordance with the SFO paragraph entitled **Tax Adjustment**, the base is established at **\$4,359.16 per annum (\$4.04 per RSF)**. The cost of taxes is included in the stated rent in Paragraph 3 above.
11. The leased premises occupied by the Government for real estate tax adjustments is established as **3.99%** (see also "Percentage Occupancy" paragraph of the lease).
12. In accordance with the SFO paragraph entitled Tenant Improvement Rental Adjustment, Tenant Improvements in the total amount of **\$43,923.00** are amortized through the rent for **Years 1-5** at the rate of **6.00%**. The amortized cost of these improvements is included in the stated rent in Paragraph 3 above. Deviations to the approved design intent drawings will not be permitted unless prior written authorization is obtained from the GSA Contracting Officer.
13. The common area factor for the leased premises occupied by the Government is established as **1.11** (see "Common Area Factor" paragraph of the lease).
14. In accordance with the SFO paragraph entitled **Adjustment for Vacant Premises**, the adjustment is established as **\$0.00 per USF** for vacant space (rental reduction).
15. In accordance with the SFO Paragraph entitled **Overtime Usage**, the rate for overtime usage is established as **\$30.00 per hour**. In any event, no overtime HVAC will be charged for the normal building hours of **6:00am to 6:00pm**, Monday through Friday.

INITIALS: CW & TB
LESSOR GOVT

SCHEDULE OF RENT COMPONENTS

Year	Rentable SF	Base Rent	Taxes*	Operating Rent **	Ti	Annual Rent
1	1,079.00	\$14,080.95	\$4,359.16	\$6,279.78	\$10,189.86	\$35,143.03
2	1,079.00	\$14,080.95	\$4,359.16	\$6,279.78	\$10,189.86	\$35,143.03
3	1,079.00	\$14,080.95	\$4,359.16	\$6,279.78	\$10,189.86	\$35,143.03
4	1,079.00	\$14,080.95	\$4,359.16	\$6,279.78	\$10,189.86	\$35,143.03
5	1,079.00	\$14,080.95	\$4,359.16	\$6,279.78	\$10,189.86	\$35,143.03
6	1,079.00	\$15,969.20	\$4,359.16	\$6,279.78	\$0.00	\$26,608.14
7	1,079.00	\$15,969.20	\$4,359.16	\$6,279.78	\$0.00	\$26,608.14
8	1,079.00	\$15,969.20	\$4,359.16	\$6,279.78	\$0.00	\$26,608.14
9	1,079.00	\$15,969.20	\$4,359.16	\$6,279.78	\$0.00	\$26,608.14
10	1,079.00	\$15,969.20	\$4,359.16	\$6,279.78	\$0.00	\$26,608.14

* Taxes are reimbursed or credited according to Paragraph 4.2 of the SFO titled "Tax Adjustment"

** Operating Rent is adjusted according to Paragraph 4.3 of the SFO titled "Operating Costs"

INITIALS: CH & TB
LESSOR GOVT