

US GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE

LEASE NO.

GS-08P-14566

THIS LEASE, made and entered into this date by and between DENVER WEST OFFICE LEASING COMPANY, LLC

Whose address is 1546 COLE BLVD, STE 150
LAKEWOOD, CO 80401-3416

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 57,215 rentable square feet (RSF) of office and related space, which yields 53,547 ANSI/BOMA Office Area square feet (USF) of space at Denver West Office Building No. 54 at 13922 Denver West Parkway, Lakewood, CO 80401-3142 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 148 surface parking spaces.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on June 1, 2011 and continuing through May 31, 2021 subject to termination and renewal rights as may be hereinafter set forth.

3. The Government shall pay the Lessor annual rent of \$1,287,337.50 (\$22.50/RSF) at the rate of \$107,278.13 per month in arrears.

Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

DENVER WEST OFFICE LEASING COMPANY, LLC
1546 COLE BLVD, STE 150
LAKEWOOD, CO 80401-3146

4. The Government may terminate this lease in whole or in part at any time on or after June 1, 2016 by giving at least 150 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

DENVER WEST OFFICE LEASING COMPANY, LLC

BY


(Signature)


(Title)

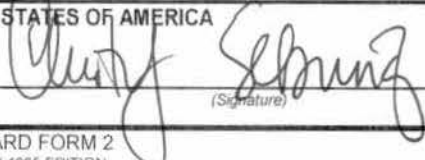
IN PRESENCE OF


(Signature)

1546 Cole Blvd, #200, Lakewood, CO 80401
(Address)

UNITED STATES OF AMERICA

BY


(Signature)

Contracting Officer, General Services Administration
(Official Title)

5. This lease may be renewed at the option of the Government, for the following terms and at the following rentals:

One (1) option at 16.43/RSF (shell rate) for 5 years

provided notice be given in writing to the Lessor at least 150 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.

6. The Lessor shall furnish to the Government, as part to the rental consideration, the following:

A. Those facilities, services, supplies, utilities, and maintenance in accordance with SFO 9CO2348 dated May 12, 2010.

B. Build out in accordance with standards set forth in SFO 9CO2348 dated May 12, 2010, and the Government's design intent drawings. Government space plans shall be developed subsequent to award. All tenant alterations to be completed by the lease effective date identified under Paragraph 2 above. Lease term to be effective on date of occupancy, if different from the date identified in Paragraph 2. The Lessor hereby waives restoration.

C. Deviations to the approved design intent drawings will not be permitted unless prior written authorization is obtained from the GSA Contracting Officer.

7. The following are attached and made a part hereof:

A. Solicitation for Offers 9CO2348 dated May 12, 2010 and Amendment #1 (as dated November 3, 2010) and Amendment #2 (as dated November 9, 2010).

B. GSA Form 3517 entitled GENERAL CLAUSES (Rev. [11/05])

C. GSA Form 3518 entitled REPRESENTATIONS AND CERTIFICATIONS (Rev. [9/01])

8. The Lessor agrees to provide \$20.00/RSF for Tenant Improvements as a contribution and at no cost to the Government. This Tenant Improvement contribution may only be applied to Tenant Improvement items in accordance to SFO 9CO2348. No Building Shell items are subject to this contribution; Building Shell requirements are outlined in Section 1.12 SFO 9CO2348.

9. In accordance with the SFO paragraph entitled *Percentage of Occupancy*, the percentage of Government occupancy is established as 91.21% (57,215 RSF / 62,729 RSF).

10. In accordance with the SFO paragraph entitled *Operating Costs Base*, the escalation base is established as \$347,229.00/annum (approximately \$6.07/RSF).

11. In accordance with the SFO paragraph entitled *Common Area Factor*, the common area factor is established as approximately 1.0685 (57,215 RSF/53,547 USF).

12. In accordance with the SFO paragraph entitled *Adjustment for Vacant Premises*, the adjustment is established as \$0.00/USF for vacant space (rental reduction).


13. In accordance with the SFO Paragraph entitled *Overtime Usage*, the rate for overtime usage is established as \$25.00 per hour for the entire building or any portion thereof.

14. PARAGRAPH HAS BEEN INTENTIONALLY DELETED.

The Lessor hereby waives restoration.

LESSOR

UNITED STATES OF AMERICA

BY  _____
(Initial)

BY  _____
(Initial)

15. Rental Schedule:

Dates	Years	Rentable SF	Base Rent	Taxes (base)*	Operating Rent**	Annual Rent
6/1/2011 – 5/31/2021	1-10	57,215	\$764,755.50	\$175,353.00	\$347,229.00	\$1,287,337.50

*Tax base is subject to adjustment in accordance with Paragraph 4.2 of SFO 9CO2348.

**Operating rent is subject to annual escalation in accordance with Paragraph 4.3 of SFO 9CO2348.”

INITIALS:


LESSOR

&


GOVT