

US GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE

12/18/2010

LEASE NO.

GS-08P-14574

THIS LEASE, made and entered into this date by and between

Whose address is NBS-HIGH POINTE TOWER OPCO, LLC
121 SW MORRISON STE 260
PORTLAND, OR 97204-3132

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 14,059 rentable square feet (RSF) of office and related space, which yields 12,292 ANSI/BOMA Office Area square feet (USF) of space at 6430 South Fiddler's Green Circle, Greenwood Village, CO 80111-4966 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 35 surface parking spaces and 7 structured parking spaces for exclusive use of Government employees and patrons.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on March 1, 2011 and continuing through February 28, 2021, subject to termination and renewal rights as may be hereinafter set forth.

3. The Government shall pay the Lessor, commencing on the Commencement Date, annual rent as follows:

<u>Years</u>	<u>Shell</u>	<u>Operating</u>	<u>Tenant Improvements</u>	<u>Total Annual</u>
1-5	\$162,299.15*	\$90,697.00**	\$74,157.78	\$327,153.93
6-10	\$225,646.95*	\$90,697.00**	\$0	\$316,343.95

*Taxes are included in this Shell Rent

**Subject to annual CPI adjustments.

Rent for a lesser period shall be prorated. Rent checks shall be made payable through Electronic Fund Transfer (EFT) to:

NBS-HIGH POINTE TOWER OPCO, LLC
C/O COLLERS INTERNATIONAL
4643 SOUTH ULSTER STREET, SUITE 1000
DENVER, COLORADO 80237-4304

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

LESSOR
LESSOR NAME

BY

IN PRESENCE OF

(Signature)

Rance Gregory

(Signature)

Andrew Feightley

Authorized Signer

(Title)

121 SW Morrison St. Suite 260
Portland, OR 97204

(Address)

UNITED STATES OF AMERICA

BY

(Signature)

Contracting Officer, General Services Administration

4. The Government may terminate this lease in whole or in part at any time on or after March 1, 2016 by giving at least ninety (90) 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.
5. 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 9CO2232 dated July 20, 2010.
 - B. Build out in accordance with standards set forth in SFO 9CO2232 dated July 20, 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.
6. The following are attached and made a part hereof:
- A. Solicitation for Offers 9CO2232 dated July, 20, 2010.
 - B. GSA Form 3517 entitled GENERAL CLAUSES (Rev. [11/05])
 - C. GSA Form 3518 entitled REPRESENTATIONS AND CERTIFICATIONS (Rev. [1/07])
7. In accordance with the SFO paragraph entitled *Tenant Improvement Rental Adjustment*, Tenant Improvements in the total amount of \$312,093.00 shall be amortized through the rent for 5 years at the rate of 7%. The total annual cost of Tenant Improvements for the amortization period shall be \$74,157.78.
8. Tenant Improvements will be amortized into the rent upon acceptance and completion of the improvement. The Contracting Officer will accept the space and the Tenant Improvement amount will be added to the lease and amortized over the remaining firm term of the lease.
9. In accordance with the SFO paragraph entitled *Operating Costs Base*, the escalation base is established as \$90,697/annum.
10. In accordance with the SFO paragraph entitled *Common Area Factor*, the common area factor is established as 1.14375 (14,059 RSF/12,292 USF).
11. In accordance with the SFO paragraph entitled *Adjustment for Vacant Premises*, the adjustment is established as \$1.50/USF for vacant space (rental reduction).
12. In accordance with the SFO Paragraph entitled *Overtime Usage*, the rate for overtime usage is established as \$60.00 per hour for the entire building or any portion thereof.
13. Pursuant to Paragraph 3.4, Tax Adjustment (SEP 2000), for the purpose of this lease, the Government's percentage of occupancy as of the date hereof is 11.73% based upon occupancy of 14,059 Rentable Square Feet in a building with a total of 119,834 RSF. This percentage shall be subject to adjustment to take into consideration additions or reductions of the amount of space as may be contemplated in this lease or amendments hereto. Base year share of annual Real Estate Taxes is \$27,367 or \$1.95 per RSF and cost is included in Shell Rental Rate.
14. Upon the acceptance of space and ensuing occupancy under this Lease (LCO 1454), the preceding lease (LCO14069), and all terms and conditions thereto, shall immediately terminate. TB

The Lessor hereby waives restoration.

LESSOR

UNITED STATES OF AMERICA

BY

AC
(Initial)

BY

TB
(Initial)