

U.S. GOVERNMENT
LEASE FOR REAL PROPERTY

DATE OF LEASE

December 18, 2007

LEASE NO.

GS-08P-14226

THIS LEASE, made and entered into this date by and between Alex S. Palmer & Company, DBA ASP Denver, LLC

whose address is 1801 W. End Ave.
Suite 1600
Nashville, TN. 37203

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 consideration hereinafter mentioned, covenant and agree as follows:

1. The Lessor hereby leases to the Government the following described premises:

Approximately 175,155 rentable square feet of office and related space, 175 structured parking spaces, 190 surface parking spaces and 25 visitor parking spaces to be constructed on a site consisting of approximately 9.893 acres in the Stapleton Redevelopment area, described more particularly in the Option Agreement dated February 1, 2007, as amended by First Amendment to Option Agreement dated April 24, 2007, Second Amendment to Option Agreement dated August 2, 2007 and Third Amendment to Option Agreement dated September 4, 2007, between FC Stapleton II, LLC as Optionor, and the United States of America, acting by and through the General Services Administration.

to be used for purposes as determined by the General Services Administration.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on December 1, 2009 through November 30, 2029.

3. The Government shall pay the Lessor annual rent of \$6,130,425.00 at the rate of \$510,868.75 per month in arrears. See Paragraph 17 for the rental schedule. Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

ASP Denver, LLC
1801 W. End Ave.
Suite 1600
Nashville, TN. 37203

4. ~~The Government shall have an option to terminate this lease at any time after _____, in whole or in part, by providing a minimum of sixty (60) days written notice to the Lessor and no rental shall accrue after the effective date of termination.~~

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

~~provided notice be given in writing to the Lessor at least _____ 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 of the rental consideration, the following:

Services, utilities and maintenance as specified in the SFO No. 06-020 from 7:00 a.m. to 6:00 p.m., Monday through Friday, Saturdays, Sundays and federal holidays excepted.

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

~~The General Provisions and Instructions (Standard Form 2 - A~~ _____ ~~edition).~~

Standard Form 2, consisting of 6 pages

SFO No. 06-020 Phase II, consisting of 90 pages

SFO Amendment #3, consisting of 1 page

SFO Amendment #4, consisting of 2 pages

SFO Amendment #5, consisting of 2 pages

SFO Attachment #1, Program of Requirements, consisting of 104 pages

Space Planning Guide, consisting of 30 pages

Security Unit Price List, consisting of 2 pages

Exhibit "A" Site Plan, consisting of 1 page

Option Agreement consisting of 33 pages,

Amendment #1 consisting of 3 pages

Amendment #2, consisting of 2 pages

Amendment #3, consisting of 2 pages

Unit Cost for Adjustment, consisting of 1 page.

Form B, Document Security, consisting of 2 pages.

GSA Form 3516A, Solicitation Provisions, consisting of 6 pages.

GSA Form 3517B, General Clauses, consisting of 33 pages

GSA Form 3518, Representations and Certifications, consisting of 7 pages.

GSA Form 1217, consisting of 2 pages.

GSA Form 1364, consisting of 3 pages.

8. The following documents submitted by the Lessor are **not** attached but are incorporated into and made a part of the Lease Agreement:

POR Appendix A, containing Version 3 of the Room Data Matrix, Version 3 of the Lookup and Version 1 of the Top Floor.

POR Appendix B, containing Squad Adjacencies, Administration and Operations Adjacencies, Secured Parking Adjacencies, Employee Entrance Adjacencies and Visitor Parking Adjacencies.

Lessor's Phase One offer dated May 29, 2007

Lessor's Phase Two offer dated October 12, 2007

Lessor's Final Proposal Revision dated November 16, 2007

Lessor's first Final Proposal Clarification dated November 29, 2007

Lessor's second Final Proposal Clarification dated November 30, 2007

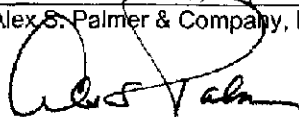
9. The following changes were made in this lease prior to its execution:

Paragraph 4 and 5 of the Standard Form 2 are hereby deleted in their entirety. Paragraphs 10 through 20 are attached hereto and incorporated herein by reference.

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

LESSOR Alex S. Palmer & Company, DBA ASP Denver, LLC

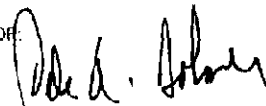
BY



(Signature)

(Signature)

IN PRESENCE OF



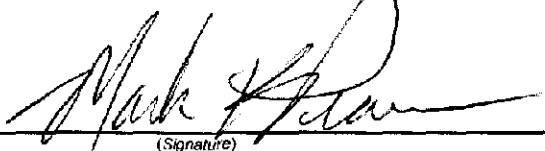
(Signature)

(Address)

UNITED STATES OF AMERICA

GENERAL SERVICES ADMINISTRATION

BY


(Signature)

Contracting Officer

(Official title)

STANDARD FORM 2
FEBRUARY 1985 EDITION

Standard Form 2

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10. In accordance with paragraph 27 of GSA form 3517B, titled "Payment", a mutual measurement of the space will be made. Rental adjustments will be made as a result of actual measurements and on the basis of \$35.00 per rentable square foot for years 1 through 20. However, in no event shall the annual rental payment exceed \$6,130,425.00.

11. In accordance with SFO paragraph 4.6 titled "Operating Costs", the base for operating cost adjustment is \$8.32 per rentable square foot. Operating costs will escalate in accordance with the provisions of paragraph 4.6 of the SFO.

12. In accordance with SFO paragraph 4.4 titled "Tax Adjustment", the percent of the building occupied by the Government is 100 % based on a total of 175,155 per rentable square feet available in the building. The estimated annual tax base for adjustments is \$679,601.40 or \$3.88 per rentable square foot. The base year taxes shall be the first calendar year of full assessment and will be set in accordance with Paragraph 4.4

13. The annual rental set forth of Paragraph 3 above includes the cost of the tenant improvements, which are \$6,073,952.00 or approximately \$39.88 per office area square foot for 152,309 office area square feet of space, amortized over the term of the Lease (20 years) at 8.0% amortization rate, which equates to \$3.48 per rentable square foot and is included in the base rent. The Lessor's overhead and profit for the tenant improvement build-out allowance shall be 8%.

14. The mark-up for change orders will be [redacted] "General Conditions and [redacted] "profit for subcontractors, [redacted] "for General Conditions and [redacted] "Profit for the Contractor and the Developer (each). These numbers are not additive; and the overall mark-up shall not exceed [redacted].

15. In accordance with SFO paragraph 8.4 titled "Overtime Usage", the hourly overtime rate is \$25.00 per hour per floor or \$150.00 per hour for the entire building. These rates are effective for the first year of operation only and are subject to subsequent CPI adjustments.

Initials: ASP & [signature]
Lessor Gov't

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16. Building hours of operation shall be from 7:00 a.m. to 6:00 p.m. Monday through Friday. The building will be at the required temperatures by 7:00 a.m.

17. Rent Schedule: The Government shall pay the Lessor annual rent as follows:

Year	Base Rent	Operating Rent	Total Annual Rent
1	\$4,673,135.40	\$1,457,289.60*	\$6,130,425.00*
2	\$4,673,135.40	\$1,457,289.60	\$6,130,425.00
3	\$4,673,135.40	\$1,457,289.60	\$6,130,425.00
4	\$4,673,135.40	\$1,457,289.60	\$6,130,425.00
5	\$4,673,135.40	\$1,457,289.60	\$6,130,425.00
6	\$4,673,135.40	\$1,457,289.60	\$6,130,425.00
7	\$4,673,135.40	\$1,457,289.60	\$6,130,425.00
8	\$4,673,135.40	\$1,457,289.60	\$6,130,425.00
9	\$4,673,135.40	\$1,457,289.60	\$6,130,425.00
10	\$4,673,135.40	\$1,457,289.60	\$6,130,425.00
11	\$4,673,135.40	\$1,457,289.60	\$6,130,425.00
12	\$4,673,135.40	\$1,457,289.60	\$6,130,425.00
13	\$4,673,135.40	\$1,457,289.60	\$6,130,425.00
14	\$4,673,135.40	\$1,457,289.60	\$6,130,425.00
15	\$4,673,135.40	\$1,457,289.60	\$6,130,425.00
16	\$4,673,135.40	\$1,457,289.60	\$6,130,425.00
17	\$4,673,135.40	\$1,457,289.60	\$6,130,425.00
18	\$4,673,135.40	\$1,457,289.60	\$6,130,425.00
19	\$4,673,135.40	\$1,457,289.60	\$6,130,425.00
20	\$4,673,135.40	\$1,457,289.60	\$6,130,425.00

*The operating rent shall be adjusted annually in accordance with Paragraph 4.6 of SFO 06-020, and total annual rent shall be adjusted accordingly.

18. Any and all development costs associated with the construction of the building shall be at the sole cost of the Lessor.

Initials: ASP & MPD
Lessor Gov't

Standard Form 2

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19. Per Paragraph 1.8C. of the SFO, within nine (9) months of occupancy, the Lessor shall obtain certification for, at a minimum, a Certified level rating of Leadership in Energy and Environmental Design (LEED-NC) version 2.2 or the most current at the time of project registration. The group of new buildings shall be certified as a package. Should the Lessor fail to achieve the LEED-NC Certified rating within 9 months of occupancy, the Government may implement a corrective action program and deduct its costs from the rent.

20. Per Paragraph 1.4 L.; the Lessor shall retain ownership and control of the property for a minimum of two (2) years after occupancy by the Government.

Initials:

ASP

&

AMSP

Lessor

Gov't