

# US GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE

June 17, 2010

LEASE NO.

GS-08P-14373 (LCO14373)

THIS LEASE, made and entered into this date by and between DCI AURORA VENTURE, LLC

Whose address is 1950 N. STEMMONS FREEWAY, SUITE #2012  
DALLAS, TX 75207-3139

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 90,750 rentable square feet (RSF) of office and related space, which yields 80,652 ANSI/BOMA Office Area square feet (USF) of space in the building located at Southeast Corporate Center, 11900 East Cornell Avenue, Aurora, CO 80114-6201 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 200 parking spaces, which includes 40 reserved parking spaces, for exclusive use of Government vehicles.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on 120 calendar days after the Contracting Officer issues the Tenant Improvement Notice to Proceed and continuing through ten (10) years, subject to termination and renewal rights as may be hereinafter set forth.

3. The Government shall pay the Lessor monthly in arrears in accordance with the following table:

Months	Shell (Annual)	Cost of Services (Annual)	Tenant Improvement Allowance (Annual)	Total Annual Rent	Total Monthly Rent
1 - 120	\$1,247,853.08	\$761,174.00	\$540,110.85	\$2,549,137.93	\$212,428.16

Rent shall be adjusted in accordance with the provisions of the Solicitation For Offers and General Clauses.  
Rent for a lesser period shall be prorated. Rent shall be made payable to:

DCI AURORA VENTURE, LLC  
1950 N. STEMMONS FREEWAY, SUITE #2012  
DALLAS, TX 75207-3139

4. [THIS PARAGRAPH DELETED AND INTENTIONALLY LEFT BLANK.]

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

LESSOR  
DCI AURORA VENTURE, LLC

BY



(Signature)

PRESIDENT

(Title)

IN PRESENCE OF



(Signature)

1950 STEMMONS FREEWAY SUITE 1000 DALLAS TX 75209

(Address)

UNITED STATES OF AMERICA

BY



(Signature)

Contracting Officer, General Services Administration

(Official Title)

5. [THIS PARAGRAPH DELETED AND INTENTIONALLY LEFT BLANK.]

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 9CO2123 dated August 12, 2009, as amended.

B. Build out in accordance with standards set forth in SFO 9CO2123 dated August 12, 2009, as amended, 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 and shall be confirmed in a subsequent Supplemental Lease Agreement. 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 9CO2123 dated August 12, 2009 (51 pages)

B. Amendment No 1 dated October 30, 2009 (2 pages)

C. Amendment No 2 dated April 9, 2010 (18 pages)

D. Amendment No 3 dated April 30, 2010 (1 page)

E. Exhibit A - Legal Description and Site Plan (2 pages)

F. Exhibit B - Floor Plans (5 pages)

G. Exhibit C - Certificate of Seismic Compliance - Existing Building (14 pages)

H. GSA Form 3517 entitled GENERAL CLAUSES (Rev. [11/05]) (33 pages)

I. GSA Form 3518 entitled REPRESENTATIONS AND CERTIFICATIONS (Rev. [1/07]) (7 pages)

8. In accordance with the SFO paragraph entitled *Tenant Improvement Rental Adjustment*, Tenant Improvements in the total amount of \$3,709,728.00 (80,652 USF x \$45.996727) shall be amortized through the rent for 120 months at the rate of 8.0%. The total annual cost of Tenant Improvements for the amortization period shall be \$540,110.85.

9. In accordance with the SFO paragraph entitled *Percentage of Occupancy*, the percentage of Government occupancy is established as 49.426220% (90,750 RSF / 183,607 RSF).

10. In accordance with the SFO paragraph 4.3, entitled *Operating Costs (AUG2008)*, as amended by Amendment No. 2 to SFO 9CO2123, the escalation base is established as follows:

Training Center \$ 559,694.00 (\$6.527044 per RSF = \$559,694.00 / 85,750 RSF)

Data Center (Utilities only) \$ 201,480.00 (\$40.296 per RSF = \$201,480.00 / 5,000 RSF)

Year 1 Base Operating Cost \$ 761,174.00 (\$8.387592 per RSF)

Annual operating cost adjustment will be in accordance with the SFO paragraph 4.3, entitled *Operating Costs (AUG2008)*, as amended.

11. In accordance with the SFO paragraph entitled *Common Area Factor*, the common area factor is established as 1.125205 (90,750 RSF/80,652 USF).

12. In accordance with the SFO paragraph entitled *Adjustment for Vacant Premises*, the adjustment is established as \$5.30/USF for vacant space (rental reduction).

13. In accordance with the SFO Paragraph 4.2 entitled *Tax Adjustment*, this lease is subject to real estate tax adjustment. The base amount is established as \$449,837.00 for the building. The percentage of occupancy is 49.426220%.

14. Lessor hereby agrees to correct all deficiencies noted as "Non-Compliant" in the attached Certificate of Seismic Compliance - Existing Building and dated May 27, 2008. The cost of the work is included in the Shell Buildout and shall be completed during the shell and tenant improvements and prior to occupancy.

LESSOR

UNITED STATES OF AMERICA

BY

BY

(Initial)

(Initial)

15. In accordance with the SFO Paragraph entitled *Overtime Usage*, the rate for overtime usage is established as \$45.00 per hour, per wing for the entire building or any portion thereof. There are a total of four wings and a center mezzanine (Floors 1-N, 2-N, 1-S, 2-S and 1-M).

16. Security costs, included in the shell cost, in the total amount of [REDACTED] shall be amortized through the rent for 120 months at the rate of 8.0%.

17. The Lessor shall enter into all construction contracts for build-out, or future alterations, for the office spaces. It is anticipated that the build-out of the Data Center may be contracted to an 8A contractor. The Lessor shall have the right to reasonably approve such Contractor, its subcontractors, and any other subsequent contractor or subcontractor engaged for future alterations, and oversee the work to be performed by such (sub)contractors. Factors that may be considered by Lessor with respect to reasonable approval of such (sub)contractors include, without limitation, length of experience, union affiliation, and past payment performance. The fees associated with such oversight may be included in the A&E services included in Attachment H. Section B.5 of the amended SFO. Additional language may be included in the construction contract to meet the Lessor's requirements for performance as agreed to by the Government and Lessor prior to award of the construction contract.

18. The following shall be added to Paragraph 19 of Form 3517B - 552.270-12 ALTERATIONS (SEP 1999) as follows:

"The Government shall notify the Lessor of any alterations that may be performed resulting from changes to the scope of work per Paragraph 34 of Form 3517B - 552.270.14 (SEP 1999), that modify, impact or otherwise affect the operation of mechanical or electrical systems or appearance of the building or other tenants and the Lessor shall have ten (10) business days from receipt of the notice from the Government to approve or disapprove such alterations, fixtures, structures or signs. The Government may, upon reasonable prior notice and approval of the Lessor, enter upon the offered premises or the premises, and all other areas of the building access to which is necessary to accomplish the purposes of entry, which purposes shall include performing work to complete said alterations to the tenant space. This shall not preclude any right of the Government's pursuant to Paragraph 21 of Form 3517B - 552.270-9 INSPECTION - RIGHT OF ENTRY (SEP 1999)."

19. The Lessor shall not be responsible for maintenance, repair or replacement of any Government-owned equipment or Government security systems in the Building, including but not limited to cameras, alarm systems, card key systems and locks, and motion detectors, modular or systems furniture, computers, copiers, data equipment and wiring, mail-handling equipment, office machines, telecommunications equipment and wiring, and magnetometers and x-ray machines, except as specified in Section 1.6 (B) as amended by Amendment No. 2 to the SFO.

20. Paragraph 16 of the GSA Form 3517B, General Clauses, shall be replaced with the following:

"16 552.270-22 DEFAULT BY LESSOR DURING THE TERM (SEP 1999)

(a) Each of the following shall constitute a default by Lessor under this lease:

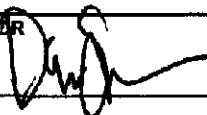
(1) Failure to maintain, repair, operate or service the premises as and when specified in this lease, or failure to perform any other requirement of this lease as and when required provided any such failure shall remain uncured for a period of thirty (30) days next following Lessor's receipt of notice thereof from the Contracting Officer or an authorized representative.

(2) Repeated and unexcused failure by Lessor to comply with one or more requirements of this lease shall constitute a default notwithstanding that one or all such failures shall have been timely cured pursuant to this clause.

(3) If the Premises remains uncured for reasons 'beyond the control of the Lessor' for a period of thirty (30) days beyond notice thereof from the Contracting Officer or an authorized representative, the Lessor shall not be constituted in default. This does not preclude the rights of the Government under Clause 17 - Fire and Casualty Damage, of the General Clauses.

LESSOR

BY



(Initial)

UNITED STATES OF AMERICA

BY



(Initial)

(b) If a default occurs, the Government may, by notice to Lessor, terminate this lease for default and if so terminated, the Government shall be entitled to the following damages:

(1) The Government's aggregate rent and estimated real estate tax and operating cost adjustments for the firm term and all option terms of its replacement lease or leases, in excess of the aggregate rent and estimated real estate tax and operating cost adjustments for the term. If the Government procures replacement premises for a term (including all option terms) in excess of this term, the Lessor is not liable for excess Government rent or adjustments during such excess lease term.

(2) All administrative and other costs the Government incurs in procuring a replacement lease or leases.

(3) Other, additional relief provided for in this lease, at law, or in equity.

The Government shall provide notice of any default or termination, with a cure period concurrent with the notice to the Landlord, to the mortgagee of record. The Lessor shall provide the name and address of the financial institution holding the first mortgage and will notify the Government of any changes of the financial institution and the lease will be amended to reflect the change. Failure to provide timely notice, other than a notice to Terminate, to the mortgagee shall not affect the Government's right to exercise any of its rights or remedies. The first mortgagee of record is as follows:

ABC MORTGAGE COMPANY

XXXXX

CITY, STATE, ZIP

ATTN:

(TO BE DETERMINED AND PROVIDED BY LESSOR AND LEASE SHALL BE AMENDED ACCORDINGLY)

21. The following language shall be substituted for this section of the General Clauses:

"17. 552.270-7 FIRE AND CASUALTY DAMAGE (SEP 1999)

(a) If the entire premises are destroyed by fire or other casualty, this lease will immediately terminate.

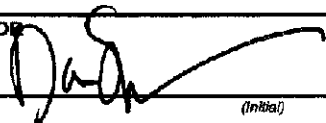
(b) In case of partial destruction or damage, so as to render the premises completely untenable, as determined by the Government, the Government may terminate the lease by giving written notice to the Lessor within 15 calendar days of the fire or other casualty, unless the Lessor gives notice it can restore the Premises within 30 days or as agreed to by both parties and the Lessor works diligently thereafter to complete the restoration in no more than 180 days. if so terminated, no rent will accrue to the Lessor after such partial destruction or damage.

If the lease is not terminated, the rent will be abated in its entirety by supplemental lease agreement hereto effective from the date of such partial destruction or damage. The Lessor shall provide a schedule for the restoration and repair of those portions of the premises within 30 days of the destruction or damage. The Government shall approve said schedule and upon completion of said space to the satisfaction of the Contracting Officer, the Government will occupy the space and the full rent shall be paid. Failure to deliver said space within the time schedule for completion does not relinquish the right of the Government to exercise their rights under clause 11 of the General Clauses entitled 552.270-18 DEFAULT IN DELIVERY—TIME EXTENSIONS (SEP 1999) (VARIATION).

THE REMAINDER OF THIS PAGE  
INTENTIONALLY LEFT BLANK

LESSOR

BY

  
(Initial)

UNITED STATES OF AMERICA

BY

  
(Initial)

(c) In case of partial destruction or damage, so as to render a portion of the premises untenable, as determined by the Government, the rent will be reduced proportionately by supplemental lease agreement hereto effective from the date of such partial destruction or damage. The Lessor shall provide a schedule for the restoration and repair of those portions of the premises within 30 days of the destruction or damage. The Government shall approve said schedule and upon completion of said space to the satisfaction of the Contracting Officer, the Government will occupy the space and the full rent shall be paid. Failure to deliver said space within the time schedule for completion does not relinquish the right of the Government to exercise their rights under clause 11 of the General Clauses entitled 552.270-18 DEFAULT IN DELIVERY—TIME EXTENSIONS (SEP 1999) (VARIATION).

Nothing in this lease shall be construed as relieving Lessor from liability for damage to or destruction of property of the United States of America caused by the willful or negligent act or omission of Lessor."

22. The Government's right to substitute a different governmental tenant agency shall be limited to similar agencies that will not deviate substantially from the general office and related space purposes that the Government intends to use the premises for and shall be otherwise subject to Lessor's prior written approval (such approval not to be unreasonably withheld).

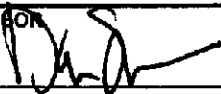
23. Pursuant to Attachment H of the Solicitation for Offers No. 9CO2123, entitled "Design Criteria for the Alternate Data Center", Lessor agrees to provide the Government with all labor, materials, equipment, quality control and supervision necessary to complete the tenant improvements as further describe in Exhibit "H" as follows:

1. The Lessor shall provide as part of shell cost a minimum of two medium voltage utility feeds with a minimum of 1500 KVA to be terminated in an electrical room a reasonable distance from the data center. Installation shall meet the National Electrical Code (NEC) and other local codes. These two power sources shall be able to provided uninterruptible power supply capable of sustaining 500 KW N+1 redundancy.	
2. Lessor shall provide as part of the shell cost outdoor space large enough to accommodate a diesel Generator, fuel storage; and dry coolers Condensers or Evaporative Coolers. Lessor shall provide a concrete pad large enough and substantial enough to accommodate Diesel Generator 1250 KW with 72 hours of fuel storage.	
3. Lessor shall provide as part of shell cost a minimum of two fiber optic data/telecom service providers terminated in an communication room a reasonable distance from the Data Center.	
4. Lessor shall provided the necessary Architectural and Engineering services to provide oversight and review of the tenant improvement drawings and specifications provided by the agency's third party contractor(s). Lessor shall be responsible for the obtaining of the necessary building permits, inspections and occupancy permits necessary for the Data Center tenant improvement build-out. Lessor shall provide an estimated total cost for these services and a unit cost for these services to be agreed upon by both parties.	
5. The Lessor shall provide separate electrical and gas meters for the Training Center and Data Center.	
<b>TOTAL</b>	<b>\$93,700.00</b>

The cost of said tenant improvements is \$93,700.00 and shall be paid by Government within 30 days after the completion and acceptance by the Government and Government's receipt of an approved invoice. The costs associated with all change orders must be negotiated and agreed to contractually prior to the initiation of any work associated with the requested change orders. Prior to occupancy, the Government reserves the right to make a lump sum payment for any portion of the Tenant Improvements Allowance which would result in a decrease in rent.

LESSOR

BY



(Initials)

UNITED STATES OF AMERICA

BY



(Initials)

24. The annual rent provided in Paragraph 3 of the Form SF2 is further identified as follows for the Training Center and Data Center.

	Data Center	Training Center	Total
USF	5,000	75,652	80,652
Shell	\$63,523.29	\$961,132.79	\$1,024,656.08
Taxes	\$13,783.79	\$208,554.21	\$222,338.00
TI	\$0.00	\$540,110.85	\$540,110.85
Security	\$0.00	\$859.00	\$859.00
Operating	\$201,480.00	\$559,694.00	\$761,174.00
Gross Rent	\$278,787.08	\$2,270,350.85	\$2,549,137.93

25. In accordance with Paragraph 2.4 (Broker Commission and Commission Credit), Studley, Inc. ("Studley") is the authorized real estate broker representing GSA in connection with this lease transaction. The Lessor and Studley have agreed to a cooperating lease commission of [REDACTED] per rentable square foot per year for the initial firm term of this Lease ("Commission"). The total amount of the Commission is [REDACTED]. This Commission is earned upon lease execution and payable (i) one-half (1/2) when the Lease is awarded and (ii) one-half (1/2) upon the earlier of Tenant's occupancy of the premises leased pursuant to the Lease or the commencement date of the Lease. Due to the Commission Credit described in Paragraph 2.5, only [REDACTED], which is [REDACTED] of the Commission, will be payable to Studley when the Lease is awarded. The remaining [REDACTED], which is [REDACTED] of the Commission ("Commission Credit"), shall be credited to the shell rental portion of the annual rental payments due and owing shall be reduced to fully recapture this Commission Credit. Notwithstanding Paragraph 3 of the Standard Form 2, the shell rental payments due and owing under this Lease shall be reduced to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first full month of the rental payments as indicated in this schedule for adjusted Monthly Rent:

First Month's Shell is \$103,987.76 minus the monthly Commission Credit of [REDACTED]. First Month's adjusted Gross Monthly Rental Payment is [REDACTED].

Second Month's Shell is \$103,987.76 minus the Commission Credit of [REDACTED]. Second Month's adjusted Gross Monthly Rental Payment is [REDACTED].

Third Month's Shell is \$103,987.76 minus the Commission Credit of [REDACTED]. Third Month's adjusted Gross Monthly Rental Payment is [REDACTED].

Fourth Month's Shell is \$103,987.76 minus the Commission Credit of [REDACTED]. Fourth Month's adjusted Gross Monthly Rental Payment is [REDACTED].

Fifth Month's Shell is \$103,987.76 minus the Commission Credit of [REDACTED]. Fifth Month's adjusted Gross Monthly Rental Payment is [REDACTED].

END

LESSOR

BY

*[Signature]*

(Initial)

UNITED STATES OF AMERICA

BY

*[Signature]*

(Initial)