

U.S. GOVERNMENT  
LEASE FOR REAL PROPERTY

DATE OF LEASE:

LEASE No. 62-08P-14522

THIS LEASE, made and entered into this date between CCP/MS SSII DENVER US BANK TOWER PROPERTY OWNER LLC, a Delaware Limited Liability Company.

whose address is: 10 South Riverside Plaza, Suite 1250  
Chicago, IL 60606

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:  
39,220 rentable square feet (r.s.f.), yielding approximately 33,374 ANSI/BOMA Office Area square feet and related space located on the 17<sup>th</sup> and 18<sup>th</sup> Floors at the US Bank Tower, 950 17<sup>th</sup> Street, Denver, CO 80202-2815, together with sixty (60) onsite, reserved, secured parking, as depicted on the attached Exhibit A (the "Premises"), to be used for SUCH PURPOSES AS DETERMINED BY THE GENERAL SERVICES ADMINISTRATION.
2. PARAGRAPH 2 IS INTENTIONALLY OMITTED.
3. The Government shall pay the Lessor annual rent of \$1,050,163.60 at the rate of \$87,513.63 per month in arrears for years 1-6. The annual rent includes the cost for the sixty (60) parking spaces identified in paragraph 1. Rent for a lesser period shall be prorated. Rent checks shall be payable to:  
  
CCP - US Bank Tower  
4784 Paysphere Circle  
Chicago, IL 60674
4. The Government may terminate this lease in whole or in part effective any time after the fourth (4<sup>th</sup>) year of this lease giving at least ninety (90) days' prior notice in writing to the Lessor. 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. PARAGRAPH 5 IS INTENTIONALLY OMITTED.

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

- A. The parking space(s) described in Paragraph 1.
- B. All labor, materials, equipment, design, professional fees, permit fees, inspection fees, utilities, construction drawings (including, without limitation, plans and specifications), construction costs and services and all other similar costs and expenses associated with making the space, common areas, and related facilities ready for occupancy in accordance with the requirements of this lease and the Government's approved Design Intent Drawings. All cost associated with services, utilities, maintenance, repair, replacement, inspections, improvements and other requirements as required by the Solicitation For Offers No. 9CO2128 and its attachments.
- C. Adequate space for telecommunications antennae and transmission devices in accordance with Paragraph entitled, "Telecommunications: Local Exchange Access," of the Solicitation for Offers.

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

All terms, conditions, and obligations of the Lessor and the Government as set forth in the following:

- a) The Solicitation For Offers Number 9CO2128 (pages 1-52) (all references to SFO shall also refer to any Special Requirements and Amendments);
- b) Special Requirements (pages 1-42);
- c) SFO and General Clause Exceptions Letter provided by Landlord and dated 9/22/09 (pages 1-2);
- d) Attachment to SFO 9CO2128 (pages 1-8), Amendment Number 1 (page 1); Amendment Number 2 (pages 1-4);
- e) GSA Form 3517 (pages 1-2);
- f) GSA Form 3518 (pages 1-7);
- g) Sheet no. 1-2 containing Paragraphs 9-21;
- h) Floor Plan, Exhibit A (pages 1-2);
- i) Parking Plan, Exhibit B (page 1).

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

Paragraphs 2 and 5 of this STANDARD FORM 2 were deleted in their entirety. Paragraphs 9 through 21 have been added.

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

LESSOR: CCP/MS SSIII DENVER US BANK TOWER PROPERTY OWNER LLC, a Delaware Limited Liability Company

BY

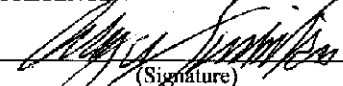


(Signature)

Stephen E. Bedorick

(Signature)

IN PRESENCE OF:



(Signature)

10 S. RIVERSIDE PLAZA, CHICAGO, IL  
60606

(Address)

UNITED STATES OF AMERICA: GENERAL SERVICES ADMINISTRATION, Public Buildings Service:

BY



CONTRACTING OFFICER, GSA

- Initials: [Signature] & K6  
Lessor Government

18. OCCUPANCY REPORTS:

- A. Building Systems: As part of its obligations under SFO, Paragraph 8.2 "Building Systems," of the SFO, the Lessor shall furnish at no cost to the Government a required building system report prior to the Government's occupancy of the Premises.
- B. Acoustical Requirements: As part of its obligations under SFO, Paragraph 6.8 "Acoustical Requirements" of the SFO, the Lessor shall furnish at no cost to the Government a required acoustical report prior to the Government's occupancy of the Premises.

19. UNAUTHORIZED IMPROVEMENTS: All questions pertaining to this lease agreement shall be referred in writing to the General Services Administration Contracting Officer. This contract is between GSA and the Lessor. GSA assumes no financial responsibility for any cost incurred by the Lessor except as provided by the terms of the lease agreement or authorized in writing by the GSA Contracting Officer. If Lessor delivers space with improvements not authorized or requested in writing by the GSA Contracting Officer, then Lessor shall not be entitled to compensation for such unauthorized improvements.

20. WAIVER OF RESTORATION: The Lessor hereby waives, releases and discharges, and forever relinquishes any right to make a claim against the Government for waste, damages, or restoration arising from or related to (a) the Government's normal and customary use of the leased premises during the term of the lease (including any extensions thereof), as well as (b) any initial or subsequent alteration to the leased premises, including cabling, or removal thereof, during the term of this lease (including any extensions thereof), where such alterations or removals are performed by the Lessor or by the Government with the Lessor's consent, which shall not be unreasonably withheld. The Government may, at its sole option, abandon property in the leased space following expiration of the Lease, in which case the property will become the property of the Lessor and the Government will be relieved of any liability in connection therewith.

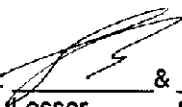
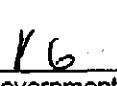
21. COMMISSION AND COMMISSION CREDIT:

The Lessor and the Broker have agreed to a cooperating lease commission of [REDACTED] for the firm term value of this lease. The total amount of the commission is [REDACTED]. The Lessor shall pay the Broker no additional commissions associated with this lease transaction. In accordance with the "Broker Commission and Commission Credit" paragraph, the Broker has agreed to forego [REDACTED] of the commission that it is entitled to receive in connection with this lease transaction ("Commission Credit"). The Commission Credit is [REDACTED]. The Lessor agrees to pay the Commission less the Commission Credit to the Broker in accordance with the "Broker Commission and Commission Credit" paragraph in the SFO attached to and forming a part of this lease.

Notwithstanding Paragraph 3 of this 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 month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

First Month's Rental Payment \$87,513.63 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's Rent

Second Month's Rental Payment \$87,513.63 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Second Month's Rent

Initials:  &   
Lessor Government