

U.S. GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE

12/2/10

LEASE NO.

LCO14494

THIS LEASE, made and entered into this date by and between PARKWAY CENTER, LLC

whose address is 7000 East Belleview Avenue, Suite 300
Greenwood Village, CO 80111-1664

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 7,173 rentable square feet (RSF) of office and related space, which yields 6,439 ANSI/BOMA Office Area square feet (USF) of space on the second (2nd) floor of the building located at Parkway Center, 1391 Speer Boulevard, Denver, CO 80204-2512 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 nine (9) structured parking spaces for the exclusive use of Government employees and patrons.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on the date the Government accepts the premises as substantially complete and continuing for five (5) years. The Lessor shall deliver the premises to the Government substantially complete no later than December 1, 2010.

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

Year	Shell	Base Cost of Services	Tenant Improvement Allowance	Building Specific Security Costs	Total Annual Rent	Total Monthly Rent
1 - 5	\$ 109,244.79	\$ 41,373.88	\$ -	\$ -	\$ 150,618.67	\$ 12,551.56

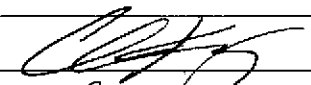
Rent shall be adjusted in accordance with the provisions of the Solicitation for Offers and General Clauses. Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

Parkway Center, LLC
c/o DPC Development Company
7000 East Belleview Avenue, Suite 300
Greenwood Village, CO 80111-1664

4. The Lessor shall furnish to the Government, as part to the rental consideration, the following:
 - A. The nine (9) structured parking spaces described in Paragraph 1 and parking spaces required by local code.
 - B. All cost associated with services, utilities, maintenance, repair, replacement, inspections, improvements and other requirements as required by the Solicitation For Offers No. 0CO2068 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.

LESSOR, PARKWAY CENTER, LLC

SIGNATURE



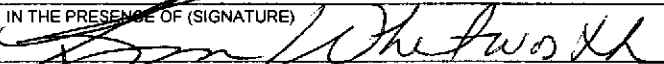
NAME OF SIGNER

CHRISTOPHER KING

ADDRESS

7000 E. Belleview Ave Suite 300 Greenwood Village Colo 80111-1664

IN THE PRESENCE OF (SIGNATURE)

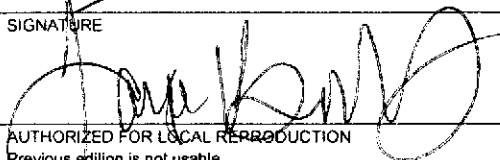


NAME OF SIGNER

Kirsten Whitworth

UNITED STATES OF AMERICA

SIGNATURE



NAME OF SIGNER

TANYA BURKS

OFFICIAL TITLE OF SIGNER

CONTRACTING OFFICER

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STANDARD FORM 2 (REV. 12/2006)
Prescribed by GSA - FPR (41 CFR) 1-16.60

5. The following are attached and made a part hereof:
 - A. Solicitation for Offers OCO2068 dated 07/22/2010;
 - B. Amendment 1 to SFO OCO2068 dated 07/23/2010
 - C. Amendment 2 to SFO OCO2068 dated 08/17/2010
 - D. Amendment 3 to SFO OCO2068 dated 11/02/2010
 - E. GSA Form 3517 entitled GENERAL CLAUSES (Rev. 11/05)
 - F. GSA Form 3518 entitled REPRESENTATIONS AND CERTIFICATIONS (Rev. 1/07)
 - G. Exhibit A – Base Plans
6. Lessor has provided, at no additional cost to the Government, a Tenant Improvement Allowance of \$57,384.00 (\$8.00/RSF). The Tenant Improvement Allowance may be utilized at the Government's discretion.
7. Lessor shall install [REDACTED] film within the Government's demised space at no additional cost.
8. In accordance with SFO paragraph 2.4, *Broker Commission and Commission Credit*, CB Richard Ellis, Inc. ("CBRE") is the authorized real estate broker representing GSA in connection with this lease transaction. The Lessor and CBRE have agreed to a cooperating lease commission of [REDACTED] per rentable square foot of the firm term value 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 2.4, only [REDACTED], which is [REDACTED] of the Commission, will be payable to CBRE 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. The reduction in shell rent shall commence with the first month of the rental payments and continue until the credit has been fully recaptured.

 First month's rental payment of \$12,551.56 minus the prorated commission credit of [REDACTED] equals [REDACTED] (adjusted first month's rent).

 Second month's rental payment of \$12,551.56 minus the prorated commission credit of [REDACTED] equals [REDACTED] (adjusted second month's rent).
9. In accordance with SFO paragraph 4.1, *Measurement of Space*, the common area factor is established as 1.114 (7,173 RSF / 6,439 USF).
10. In accordance with SFO paragraph 4.2, *Tax Adjustment*, the percentage of Government occupancy is established as 5.42% (7,173 RSF / 132,316 RSF).
11. In accordance with SFO paragraph 4.3, *Operating Costs Base*, the escalation base is established as \$41,373.88 per annum.
12. In accordance with SFO paragraph 4.4, *Adjustment for Vacant Premises*, the adjustment is established as \$5.00/USF for vacant space (rental reduction).
13. In accordance with SFO Paragraph 4.6, *Overtime Usage*, the rate for overtime usage is established as \$60.00 per hour beyond the normal hours of operation of 6:00 AM to 6:00 PM, Monday through Friday and 8:00 AM to 5:00 PM on Saturdays and Sundays.
14. Cleaning services requiring access to the Government's leased space shall be performed in accordance with SFO paragraph 4.8, *Janitorial Services*.
15. In accordance with SFO paragraph 5.13, *Floor Plans after Occupancy*, the Lessor shall provide one (1) copy of CAD as built drawings on CD-ROM to the contracting officer within fifteen (15) working days of completion of construction.
16. Wherever the words "offeror" or "successful offeror" appear in this Lease, they shall be deemed to mean "Lessor"; wherever the words "solicitation", "solicitation for offers", or "SFO" appear in this lease, they shall be

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deemed to mean "this lease"; wherever the words "space offered for lease" appear in this lease, they shall be deemed to mean "leased premises."

17. If, during the term of this lease including extensions, title to this property is transferred to another party either by sale, foreclosure, condemnation or other transaction, the Lessor (transferor) shall promptly notify the Contracting Officer of said transfer. The following information shall accompany this notification:
- A. A certified copy of the deed transferring title to the property from the Lessor to the new owner.
 - B. A letter from the new owner assuming, approving, and agreeing to be bound by the terms of this lease.
 - C. A letter from the Lessor waiving all rights under this Lease against the Government up to the effective date of the transfer. Upon transfer of ownership the previous lessor, "the Seller", shall be released from any further obligations under this Lease.
 - D. The new owner's tax identification number (TIN#) or social security number.
 - E. The new owner's DUNS#
 - F. The new owner's full legal name. If a corporation, indicate the state of incorporation. If a partnership, list all parties fully. If a limited partnership, list all general partners and identify under the laws of which state the limited partnership is created. If a realty trust, give names of all trustees and the recording date of the trust.
 - G. A Novation Agreement.
 - H. The new owner must provide a new GSA Form 3518.

The foregoing information must be received by the fifteenth day of the month in which the transfer of title will be affected. The rent for that month, adjusted in accordance with the effective date of the transfer will be processed to the Lessor. Initial rental payment, including the applicable portion of rent for the month during which the transfer occurred, to the new owner will be processed on the first day of the month following the transfer of title. If the notification of transfer and related information is not received until the sixteenth day of the month (or later), in which the transfer of title will be affected, the full contract rental for that month will be forwarded to the Lessor. In any instance, failure to submit the documentation required for transfer of title will result in a stop payment of rent until such time as all documentation is received by the Contracting Officer.

18. The Lessor shall not enter into negotiations concerning the space leased or to be leased with representatives of federal agencies other than the officers or employees of the U.S. General Services Administration or personnel authorized by the Contracting Officer.
19. Within 5 days of lease occupancy, the Lessor shall provide the tenant agency representative (with a copy forwarded to the GSA Government Representative), on site, a copy of the name and phone number of maintenance personnel in order that any cleaning, maintenance, janitorial, etc. problems can be taken care of immediately.
20. This lease, upon execution, contains the entire agreement of the parties and no prior written or oral agreement, expressed or implies, shall be admissible to contradict the provisions of this lease. Wherever there is a conflict between the SF-2 and the SFO, the SF-2 shall take precedence.
21. The Lessor is a Limited Liability Company and a small business. The Tax Identification Number is [REDACTED]. The DUNS number is 828274402. The signatory authority for Lessor is Christopher King.
22. Lessor shall provide a professional engineer certification and signatures for the PreLease Building Security Plan within ten (10) working days from lease award. Lessor shall provide an action plan for required repairs and improvements within fifteen (15) working days of professional engineering certification, if items are deemed acceptable and within the scope warranted by the Lessor.
23. Lessor shall re-measure the Government demised space within ten (10) working days after lease award.

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