

U.S. GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE

12/9/10

LEASE NO.

LCO14492

THIS LEASE, made and entered into this date by and between TRANSWESTERN BROADREACH 1999, L.L.C.

whose address is 1999 Broadway, Suite 1450
Denver, CO 80202-5704

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 40,879 rentable square feet (RSF) of office and related space, which yields 33,362 ANSI/BOMA Office Area square feet (USF) of space on the sixth (6th), eleventh (11th) and twenty-second (22nd) floors of the building located at 1999 Broadway, Denver, CO 80202-5704 to be used for such purposes as determined by the General Services Administration. As of February 28, 2011, Lessor shall release 37,531 rentable square feet (30,635 usable square feet) from the Government's obligation. Included in the rent at no additional cost to the Government is one (1) structured parking space 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 December 1, and continuing for three (3) years, subject to termination and renewal rights as may be hereinafter set forth. The Lessor shall deliver the premises to the Government on December 1, 2010. The Government may terminate this lease in whole or in part at any time after the second (2nd) year by giving at least sixty (60) days' notice in writing to the Lessor and no rental shall accrue after the effective date of termination.

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

Months	Square Feet	Shell	Base Operating Expenses	Tenant Improvement Allowance [1]	Total Annual Rent	Total Monthly Rent
1-3	40,879	\$1,051,099.00	\$237,653.00	\$0.00	\$1,288,752.00	\$107,396.00
4-36	3,348	\$68,308.00	\$19,463.84	\$0.00	\$87,771.84	\$7,314.32

[1] Lessor provided Tenant Improvement Allowance is detailed in Paragraph 6.

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:

Transwestern Broadreach 1999, L.L.C.
11 Broadway, Lockbox 6120
Hicksville, NY 11802-6120

LESSOR, TRANSWESTERN BROADREACH 1999, L.L.C.

SIGNATURE

Scott A. Tausk

NAME OF SIGNER

SCOTT TAUSK

ADDRESS

150 N WACKER DRIVE, SUITE 800
CHICAGO, IL 60606

IN THE PRESENCE OF (SIGNATURE)

[Signature]

NAME OF SIGNER

Ronald Miles

UNITED STATES OF AMERICA

SIGNATURE

[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

4. The Lessor shall furnish to the Government, as part to the rental consideration, the following:
 - A. The one (1) parking space 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. OCO2066 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.
5. The following are attached and made a part hereof:
 - A. Solicitation for Offers OCO2066 dated 06/15/2010;
 - B. Amendment 1 to SFO OCO2066, dated 8/25/2010;
 - C. Amendment 2 to SFO OCO2066, dated 11/03/2010;
 - D. GSA Form 3517 entitled GENERAL CLAUSES (Rev. 11/05)
 - E. GSA Form 3518 entitled REPRESENTATIONS AND CERTIFICATIONS (Rev. 1/07)
 - F. Exhibit A – Base Plans
 - G. Exhibit B – Legal Description
6. Lessor has provided a Tenant Improvement Allowance of \$5,272.00 that, if utilized by the Government, shall be amortized through the rent over the remaining months in the firm term of the Lease at the rate of 0%. The actual cost of Tenant Improvements shall be reconciled and rent adjusted accordingly.
7. In accordance with SFO paragraph 2.3, *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 2.3, only [REDACTED], which is [REDACTED]⁽⁴⁾ of the Commission, will be payable to CBRE when the Lease is awarded. The remaining [REDACTED], which is [REDACTED]⁽⁴⁾ 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 \$107,396.00 minus the prorated commission credit of [REDACTED] equals [REDACTED] (adjusted first month's rent).
8. In accordance with SFO paragraph 4.1, *Measurement of Space*, the common area factor is established as 1.2253 (40,879 RSF / 33,362 USF).
9. In accordance with SFO paragraph 4.2, *Tax Adjustment*, the percentage of Government occupancy is established as 6.01% (40,879 RSF / 680,276 RSF) through February 28, 2011 and 0.49% (3,348 RSF / 680,276 RSF). The real estate tax base is \$2.75 per rentable square foot.
10. In accordance with SFO paragraph 4.3, *Operating Costs Base*, the escalation base is established as \$5.81 per rentable square foot per annum.
11. In accordance with SFO paragraph 4.4, *Adjustment for Vacant Premises*, the adjustment is established as \$2.10/USF for vacant space (rental reduction).
12. In accordance with SFO Paragraph 4.6, *Overtime Usage*, the rate for overtime usage is established as \$120 per hour beyond the normal hours of operation of 7:00 AM to 6:00 PM. Areas requiring 24/7 HVAC will be provided at no additional cost to the Government.
13. Cleaning services requiring access to the Government's leased space shall be performed in accordance with SFO paragraph 4.8, *Janitorial Services*.
14. 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 deemed to mean "this lease"; wherever the words "space offered for lease" appear in this lease, they shall be deemed to mean "leased premises."

15. 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.
 - 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.

16. 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.
17. 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.
18. 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.
19. The Lessor is a Limited Liability Company and not a small business consideration. The Tax Identification Number is [REDACTED]. The DUNS number is 620834809. The signatory authority for Lessor is Scott Tausk.
20. The Tenant Improvement Fee Schedule is as follows and Lessor agrees not to exceed these figures:
- A. The General Conditions will not exceed 5% of the total subcontractor's costs.
 - B. The General Contractors fee will not exceed 6% of the total subcontractor's costs.
 - C. Architectural and Engineering fees will not exceed \$0.50 per Usable Square Feet.
 - D. Lessor's Project Management fees will not exceed 3% of the total subcontractor's costs.
21. Lessor may relocate Suite 1150 (+ 2,689 RSF), at any time during the lease term, by providing one hundred twenty (120) days prior written notice to the Government. All tenant finish and moving cost would be at the Lessor's expense.