

LEASE NO. GS-08P-14662

Succeeding/Superseding Lease
GSA FORM L202 (September 2011)

This Lease is made and entered into between

5619 DTC Parkway, LLC

("the Lessor"), whose principal place of business is 165 South Union Boulevard, Suite 510, Denver CO, 80228-2221 and whose interest in the Property described herein is that of Fee Owner, and

The United States of America

("the Government"), acting by and through the designated representative of the General Services Administration ("GSA"), upon the terms and conditions set forth herein.

Witnesseth: The parties hereto, for the consideration hereinafter mentioned, covenant and agree as follows:

The Lessor hereby leases to the Government the Premises described herein, being all or a portion of the Property located at

**5619 DTC Parkway
Greenwood Village, CO 80111-3150**

and more fully described in Section 1, together with rights to the use of parking and other areas as set forth herein.

LEASE TERM

To Have and To Hold the said Premises with their appurtenances for the term beginning **January 12, 2012** and continuing through **January 11, 2022**

subject to termination and renewal rights as may be hereinafter set forth, to be used for such purposes as determined by GSA.

In Witness Whereof, the parties to this Lease evidence their agreement to all terms and conditions set forth herein by their signatures below, to be effective as of the date of delivery of the fully executed Lease to the Lessor.

FOR THE LESSOR:

See attached signature block
Name: for 5619 DTC Parkway, LLC
Title:
Date: 12-19-11

FOR THE GOVERNMENT:

[Signature]
Kristin Grit
Lease CO
Date: 2/1/12

WITNESSED BY:

[Signature]
Name: Mark Stoltz
Title: Director
Date: 12-19-11

LESSOR: 5619 DTC PARKWAY, LLC,
a Delaware limited liability company


By: 5619 DTC Special Member, LLC,
a Delaware limited liability company
Its: Managing Member

By: 5619 DTC Parkway Parent, LLC,
a Delaware limited liability company
Its: Sole Member

By: 5619 DTC Investors, LLC,
a Delaware limited liability company
Its: Managing Member

By: Alliance Distressed Real Estate Fund, LLC,
a Delaware limited liability company
Its: Managing Member

By: AVF Management, LLC,
a Colorado limited liability company
Its: Managing Member

By: 
Name: Douglas H. Baunick
Title: Voting Member

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SECTION 1 THE PREMISES, RENT, AND OTHER TERMS

1.01 THE PREMISES (SUCCEEDING) (SEPT 2011)

Unless otherwise noted, the Government accepts the leased premises and tenant improvements in their current existing condition, with the following exceptions further outlined more thoroughly in this lease. These exceptions include, but are not limited to, security improvements, Fire Protection and Life Safety requirements, ABAAS compliance, as well as compliance with all local codes and ordinances. The Lessor shall be responsible for continuing obligations for cleaning, janitorial, maintenance, repair, etc. as set forth in the lease paragraphs and attached General Clauses.

The Premises are described as follows:

Office and Related Space: 13,481 rentable square feet (RSF), yielding 11,499 ANSI/BOMA Office Area (ABOA) square feet of office and related space based upon a Common Area Factor of 1.17236281415775%, located on the 4th floor(s) and known as Suite(s) 400, of the Building, as depicted on the floor plan(s) attached hereto as Exhibit A

1.02 EXPRESS APPURTENANT RIGHTS (SEPT 2011)

The Government shall have the non-exclusive right to the use of Appurtenant Areas, and shall have the right to post Government Rules and Regulations within such areas. The Government will coordinate with the Lessor to ensure signage is consistent with the Lessor's standards. Appurtenant to the Premises and included with the Lease are rights to use the following:

- A. **Parking:** 44 parking spaces as depicted on the plan attached hereto as Exhibit B of which 44 shall be structured inside spaces reserved for the exclusive use of the Government, 0 shall be inside parking spaces, and 0 shall be surface parking spaces. In addition, the Lessor shall provide such additional parking spaces as required by the applicable code of the local government entity having jurisdiction over the Property.
- B. **Antennas, Satellite Dishes, and Related Transmission Devices:** Space located on the roof of the Building sufficient in size for the installation and placement of the telecommunications equipment as such may be described herein, together with the right to access the roof and use of, all building areas (e.g., chases, plenums) necessary for the use, operation and maintenance of such equipment at all times during the term of this Lease.

1.03 RENT AND OTHER CONSIDERATION (SUCCEEDING) (SEPT 2011)

- A. The Government shall pay the Lessor annual rent, payable monthly in arrears, at the following rates:

Yr.	Dates	Shell	Taxes	Parking	Operating Rent	Total Annual Rent	Total Monthly Rent	Approx Rate Per Sq Ft
1	1/12/2012 - 1/11/2013	\$158,393.07	\$32,795.93	\$39,600.00	\$120,874.00	\$349,663.00	\$29,138.58	\$25.94
2	1/12/2013 - 1/11/2014	\$163,133.57	\$32,795.93	\$39,600.00	\$120,874.00	\$356,403.50	\$29,700.29	\$26.44
3	1/12/2014 - 1/11/2015	\$169,874.07	\$32,795.93	\$39,600.00	\$120,874.00	\$363,144.00	\$30,262.00	\$26.94
4	1/12/2015 - 1/11/2016	\$176,614.57	\$32,795.93	\$39,600.00	\$120,874.00	\$369,884.50	\$30,823.71	\$27.44
5	1/12/2016 - 1/11/2017	\$183,355.07	\$32,795.93	\$39,600.00	\$120,874.00	\$376,625.00	\$31,385.42	\$27.94
6	1/12/2017 - 1/11/2018	\$190,095.57	\$32,795.93	\$39,600.00	\$120,874.00	\$383,365.50	\$31,947.13	\$28.44
7	1/12/2018 - 1/11/2019	\$196,836.07	\$32,795.93	\$39,600.00	\$120,874.00	\$390,106.00	\$32,508.83	\$28.94
8	1/12/2019 - 1/11/2020	\$203,576.57	\$32,795.93	\$39,600.00	\$120,874.00	\$396,846.50	\$33,070.54	\$29.44
9	1/12/2020 - 1/11/2021	\$210,317.07	\$32,795.93	\$39,600.00	\$120,874.00	\$403,587.00	\$33,632.25	\$29.94
10	1/12/2021 - 1/11/2022	\$217,057.57	\$32,795.93	\$39,600.00	\$120,874.00	\$410,327.50	\$34,193.96	\$30.44

B. If the Government occupies the Premises for less than a full calendar month, then rent shall be prorated based on the actual number of days of occupancy for that month.

C. Rent shall be paid to the Lessor by electronic funds transfer in accordance with the provisions of the General Clauses. Rent shall be payable to the Payee designated in the Lessor's Central Contractor Registration.

D. The Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:

1. The leasehold interest in the Property described in "Paragraph 1.01 The Premises" created herein;

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2. Lessor agrees to provide the Premises with new carpet and new paint, subject to the limitations set forth in this paragraph, and provided that the cost thereof does not exceed \$67,405.00 (the "Allowance"). The Lessor shall provide three (3) samples to the Government of both carpet and paint in accordance with the standards of the Lease no later than 180 days after the execution of this Lease, and the Government shall provide its choice of carpet and paint to Lessor no later than thirty (30) days thereafter. Lessor shall then promptly obtain a bid for the installation of the carpet and paint (including any labor required to move furniture in order to complete such installation). If the amount of such bid is equal to or less than the Allowance, Lessor shall promptly complete the installation of the carpet and paint. If the amount of such bid is greater than the Allowance, Lessor shall give the Government notice of the amount of the bid, and the Government shall, within thirty (30) days thereafter, either (a) modify its selections of paint and carpet to allow for a bid less than the Allowance, or (b) deliver to Lessor the amount of the excess over the Allowance. Upon receipt of a new bid or such excess, as applicable, Lessor shall promptly complete the installation of the paint and carpet. The Government shall cooperate with Lessor and its agents to allow access to the Premises to complete the installation of the paint and carpet.

3. Performance or satisfaction of all other obligations set forth in this Lease; and

4. All services, utilities, and maintenance required for the proper operation of the Property, the Building, and the Premises in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements, and improvements required to be made thereto to meet the requirements of this Lease.

E. Parking shall be provided at a rate of [REDACTED] per parking space per month (Structure).

1.04 INTENTIONALLY DELETED

1.05 TERMINATION RIGHTS (SUCCEEDING) (SEP 2011)

The Government may terminate this Lease, in whole or in parts, at any time effective after January 11, 2019 by providing not less than 120 days' prior written notice to the Lessor. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination. The Government may only terminate the Lease in part pursuant to this section if the portion terminated is leaseable as separate space, as mutually agreed upon by Lessor and Government.

1.06 INTENTIONALLY DELETED

1.07 DOCUMENTS INCORPORATED BY REFERENCE (SEPT 2011)

The following documents are incorporated by reference, as though fully set forth herein:

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
FLOOR PLAN(S)	1	A
PARKING PLAN(S)	1	B
GSA FORM 3517B GENERAL CLAUSES	33	C
CLARIFICATIONS AND EXCEPTIONS TO GENERAL CLAUSES -- GSA FORM 3518B	3	D
GSA FORM 3518, REPRESENTATIONS AND CERTIFICATIONS	7	E

1.08 INTENTIONALLY DELETED

1.09 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT, ESTABLISHMENT OF TAX BASE (SEPT 2011)

As of the Lease Award Date, the Government's Percentage of Occupancy, as defined in the Real Estate Tax Adjustment clause of this lease is 5.5567% percent. The percentage of occupancy is derived by dividing the total Government space of 13,481 RSF by the total building space of 242,610 rentable square feet.

The Real Estate Tax Base, as defined in the Real Estate Tax Adjustment clause of the Lease is \$32,795.93.

1.10 OPERATING COST BASE (SEPT 2011)

The parties agree that for the purpose of applying the clause titled "Operating Costs Adjustment" that the Lessor's base rate for operating costs shall be \$120,874.00/annum.

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1.11 RATE FOR ADJUSTMENT FOR VACANT LEASED PREMISES (SEPT 2011)

In accordance with the section entitled "Adjustment for Vacant Premises" if the Government fails to occupy or vacates the entire or any portion of the Leased Premises prior to expiration of the term of the Lease, the operating costs paid by the Government as part of the rent shall be reduced by \$0.75 per ABOA sq. ft. of space vacated by the Government.

1.12 HOURLY OVERTIME HVAC RATES (SEPT 2011)

The following rates shall apply in the application of the clause titled "Overtime HVAC Usage:"

\$103.00 per hour per zone

Number of zones: 1

\$103.00 per hour for the entire space.

1.13 24-HOUR HVAC REQUIREMENT (APR 2011)

The Hourly Overtime HVAC rate specified above shall not apply to any portion of the Premises that is required to have heating and cooling 24 hours per day. If 24-hour HVAC is required by the Government for any designated rooms or areas of the Premises, such services shall be provided by the Lessor at an annual rate of \$103.00 per ABOA sq. ft. of the area receiving the 24-hour HVAC. The Government shall request services and receive funding approval prior to receiving these services. Such hourly HVAC shall be paid by the Government to the Lessor, in arrears, upon receipt of an acceptable invoice. Notwithstanding the foregoing, Lessor shall provide this service at no additional cost to the Government if the Lessor provides this service to other tenants at no additional charge.

1.14 ADDITIONAL BUILDING IMPROVEMENTS (SEPT 2011)

In addition to construction of the Tenant Improvements as required in this Lease, the Lessor shall be required to complete the following additional building improvements (e.g., Fire Protection and Life Safety, Seismic, and Energy Efficiency) prior to acceptance of the Space:

A NONE